

Debenture Deed constituting unsecured debentures

REG High Down Public Limited Company

Dated 13 February 2014

This Deed is made on 13 February 2014

By

(1) REG High Down Public Limited Company a company registered in England and Wales with registered number 07472479 and having its registered office at Unit A, 2 Station View, Station Approach, Guildford, Surrey, GU1 4JY, England (the **Issuer**).

Whereas

(A) The Issuer has resolved, pursuant to a resolution of its board of directors passed on 13 February 2014 to create the Debentures (as defined below) to be issued in connection with its investment in the Project.

(B) The Issuer has determined to constitute the Debentures in the manner set out in this Deed.

Now this Deed witnesses as follows:

1 Interpretation

1.1 In this Deed, unless the subject or context requires otherwise, the following expressions shall have the meanings set out opposite them below:

Abundance means Abundance NRG Limited a private limited company incorporated in England and Wales with company number 07049166 and its registered address at Threshold & Union House, Shepherds Bush Green, London W12 8TX; and which is authorised and regulated by the Financial Conduct Authority with FCA registration number 525432.

Abundance Service means the website, services and the Bulletin Board operated by Abundance at www.abundancegeneration.com.

Abundance Terms & Conditions means the terms and conditions governing the operation of the Abundance Service, from time to time, the latest copy of which can be found at www.abundancegeneration.com.

Additional Interest has the meaning given in clause 5.

Back-up Service Provider has the meaning given in the Abundance Terms and Conditions.

Business Day means a day other than a Saturday, Sunday or English bank holiday.

Cash Account has the meaning given in the Abundance Terms and Conditions.

Cash Return Period means the First Cash Return Period, the Final Cash Return Period and each six month period between the First Cash Return Period and the Final Cash Return Period, in respect of which repayments of Principal and payments of Investment Income are calculated as payable in accordance with this Deed.

Change of Control means a change whereby either the beneficial ownership of more than 50% of the issued or allotted share capital of the Issuer ceases to be held by the same shareholder(s) of the Issuer as at the date of this Deed or the legal power to direct or cause the direction of the general management of the Issuer ceases to be held by the person or persons holding such power as at the date of this Deed and Controlled shall be construed accordingly.

Client Money Service Provider has the meaning given in the Abundance Terms and Conditions.

Conditions means the conditions of the Debentures set out in Schedule 1 (as from time to time amended) and **Condition** shall be construed accordingly.

Costs has the meaning set out in the Conditions.

Debenture means each Debenture constituted by this Deed.

Debenture Share of Operating Surplus means the relevant proportion (expressed as a percentage) of the Operating Surplus (as calculated in accordance with Part 1 of the Conditions) which is the basis for making or deferral of payments to the Holders under this Deed.

Deed means this Deed and the Schedules to this Deed as modified from time to time.

Deferred Amount means a Principal Repayment deferred in whole or part in accordance with clause 3 and the Conditions.

Directors means the board of directors of the Issuer from time to time.

Feed-in Tariff Scheme means the feed-in tariff scheme established and operated pursuant to the terms of The Feed-in Tariffs Order 2012 (as amended from time to time).

Final Cash Return Period means the Cash Return Period beginning on 1 July 2033 and ending on the Maturity Date.

Final Repayment Date means the date falling 10 weeks after the Maturity Date, being the date by which all outstanding Principal must be repaid.

First Cash Return Period means the Cash Return Period beginning on 1 April 2014 and ending on 30 June 2014.

Holder means the person entered in the Register as the holder of each Debenture from time to time.

Investment Income means an amount (other than Additional Interest) calculated as payable to a Holder in accordance with this Deed which is additional to any repayment of Principal or to payment of any Deferred Amount.

Issue Amount means the principal or face amount of the Debentures issued under this Deed, from time to time, before and excluding any repayments of Principal made under the Deed.

Issuer's Share of Operating Surplus means the proportion of Operating Surplus which is not Debenture Share of Operating Surplus.

Maturity Date means 31 March 2034.

Offer Document means the document produced by the Issuer relating to the Debentures dated on or about the date of this Deed, as amended or updated from time to time.

OMA means the operations and management agreement relating to the Project entered into between (1) REG Windpower Limited and (2) the Issuer on or about the date of this Deed (as amended, varied, supplemented or restated from time to time).

Operating Surplus has the meaning given in the Conditions.

Ordinary Resolution means a resolution passed at a meeting of the Holders duly convened and held in accordance with the Provisions and carried by a simple majority of the eligible votes cast upon a show of hands or on a poll.

Principal means, as the context requires, the principal amount of the Debentures for the time being outstanding or the principal amount of the Debentures held by any Holder.

Principal Repayment means for the First Cash Return Period an amount equal to one point two five percent (1.25%) of the Issue Amount and for each Subsequent Cash Return Period an amount equal to two point five percent (2.5%) of the Issue Amount other than the Final Cash Return Period which will shall be an amount equal to three point seven five percent (3.75%) of the Issue Amount.

Project means the purchase, development, construction and operation of a wind turbine and the sub-station and all ancillary and related plant, foundations, cabling, lines, buildings, roads, equipment, apparatus and works associated with that wind turbine and sub-station located near the village of Pensilva, Cornwall for the purpose of generating electricity, and known as the High Down wind project.

Provisions means the provisions for meetings of Holders set out in Schedule 2.

Register means the register of Holders of Debentures.

REG Loan Agreement means the loan agreement for an amount up to £2,040,048 entered into between REG Windpower Limited as lender and the Issuer as borrower and dated on or about the date of this Deed (as amended, varied, supplemented or restated from time to time).

Reserve has the meaning given in the Conditions.

Reserve Buffer has the meaning given in the Conditions.

Reserved Matters means the matters specified in Schedule 3.

Restricted Person means any person who does not fulfil any criteria of eligibility to invest and/or to hold Debentures set out in the Abundance Terms and Conditions from time to time including without limitation: (i) any US Person; or (ii) any person who, by reason of any Tax or Regulatory Requirement, the Issuer (or Abundance acting on behalf of the Issuer) has determined is ineligible to acquire or hold the Debentures because of a Tax or Regulatory Requirement. A further summary of those eligible to invest and/or hold Debentures is given at paragraph 6.2 of the Conditions.

Revenues has the meaning given in the Conditions.

Special Resolution means a resolution passed at a meeting of the Holders duly convened and held in accordance with the Provisions contained and carried by a majority consisting of not less than three-quarters of the eligible votes cast upon a show of hands or on a poll.

Subsequent Cash Return Periods means, in relation to any Cash Return Period, the Cash Return Period immediately following that Cash Return Period (and **Subsequent Cash Return Periods** means, in relation to any Cash Return Period, each of the Cash Return Periods following that Cash Return Period).

Sterling or **£** means the lawful currency of the United Kingdom.

Tax or Regulatory Requirement means an event or circumstance arising from any law, regulation, tax requirement or any decision of any court or tribunal (having the force of law) in any country or territory leading the Issuer (or Abundance acting on its behalf) to determine in its discretion that it is illegal or inappropriate for a person affected by the legal, regulatory or tax requirement to be a Holder.

US Person has the meaning given in clause 6 of the Conditions.

VAT Tranche means a £50,000 tranche comprising part of the loan facility limit under the REG Loan Agreement.

1.2 In this Deed unless a contrary intention appears:

1.2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement;

1.2.2 Words denoting the singular include the plural and vice versa;

1.2.3 A reference to one gender includes the other gender;

1.2.4 Words denoting persons include corporations;

1.2.5 References to clauses and Schedules are to the clauses and Schedules of this Deed which form part of this Deed and shall have the same force and effect as if set out in the body of this Deed and any reference to this Deed shall include the Schedules;

1.2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made legislation from time to time under that statute or statutory provision;

1.2.7 The terms including, include and in particular or any similar expression shall be construed as illustrative and shall not limit the sense of words preceding those terms;

1.2.8 Where indicated in this Deed, terms will have the meaning given to them by the Abundance Terms and Conditions; and

1.2.9 Other terms will have the specific meaning given to them in the Schedules to this Deed.

2 Issue and Status

2.1 The aggregate principal amount of the Debentures is limited to a maximum of £1,500,000.

2.2 Subject to this Deed, as and when issued, the Debentures shall constitute unsecured and unsubordinated obligations of the Issuer and shall rank *pari passu*, equally and rateably with the other unsecured and unsubordinated obligations of the Issuer.

2.3 The Debentures are issued to, and can only be held by, Members of Abundance (as defined in the Abundance Terms and Conditions) in accordance with the Abundance Terms and Conditions.

2.4 The Debentures are issued in amounts or multiples of one pound Sterling (£1) in nominal amount but no person may subscribe for more than £249,999 of Principal without the prior consent of the Issuer.

3 Repayment of Principal

3.1 Subject to this Deed, the Issuer shall repay Principal by making the Principal Repayments following the end of each Cash Return Period and the Maturity Date in accordance with this clause 3 and Part 1 of the Conditions.

3.2 Repayments of Principal may be deferred in accordance with this clause 3 and Part 1 of the Conditions.

3.3 The making of any repayment of Principal (including any Deferred Amounts) or its deferral following the end of any Cash Return Period (other than the Final Repayment Date) depends on the amount of Debenture Share of Operating Surplus in that Cash Return Period. As soon as is reasonably practicable following the end of each Cash Return Period, the Issuer shall perform the calculation of its Operating Surplus and Debenture Share of Operating Surplus in Part 1 of the Conditions, to determine what (if any) repayment of Principal is to be made in respect of that Cash Return Period at that time.

3.4 If (because there is sufficient Debenture Share of Operating Surplus in accordance with Part 1 of the Conditions) the Issuer is required to make a repayment of Principal in respect of a Cash Return Period, the Issuer shall make the appropriate payment in accordance with this Deed within ten weeks of the end of the relevant Cash Return Period. The Issuer may also make any such payment out of the Reserve Buffer. Payments of Principal will be apportioned by Abundance and/or the Client Money Services Provider and paid to Holders in proportion to their holdings of Debentures.

3.5 If due to insufficient Debenture Share of Operating Surplus no repayment of Principal is to be made in respect of any Cash Return Period, or the amount is less than the Principal Repayment, the shortfall shall be deferred and become due and payable within 10 weeks of the end of the Subsequent Cash Return Period in accordance with Part 1 of the Conditions (unless further deferred where such further deferral is permitted by this Deed). Any Deferred Amounts shall, however, bear Additional Interest in accordance with clause 5. No amount of unpaid Principal may be deferred for a period of more than three years from the date on which it would be payable if not deferred under this Deed when it shall finally become due and payable under this Deed.

4 Investment Income

4.1 Subject to this Deed, the Issuer shall pay Investment Income following the end of each Cash Return Period and the Maturity Date in accordance with this clause 4.

4.2 Whether Investment Income is to be paid in respect of any Cash Return Period and the amount of any Investment Income depends on the amount of Debenture Share of Operating Surplus in that Cash Return Period.

4.3 As soon as practicable following the end of each Cash Return Period, the Issuer shall perform the calculation in Part 1 of the Conditions to determine what (if any) Investment Income is to be paid in respect of that Cash Return Period.

4.4 If (because there is sufficient Debenture Share of Operating Surplus in accordance with Part 1 of the Conditions) the Issuer is required to make a payment of Investment Income in respect of a Cash Return Period, it shall make the appropriate payment in accordance with this Deed within ten weeks of the end of the relevant Cash Return Period. The Issuer may also make any such payment out of the Reserve Buffer. Payments of Investment Income will be apportioned by Abundance and/or the Client Money Services Provider and paid to Holders in proportion to their holdings of Debentures.

5 Additional Interest

5.1 The Issuer shall pay Additional Interest on Deferred Amounts at a rate of 3% over the base rate of Barclays Bank PLC (or, if that rate is unavailable from Barclays Bank PLC, the base rate of another major UK retail bank of comparable size chosen by the Issuer) from the date when repayment of such amount of Principal would have been made in accordance with clause 3.1 until actual payment is made, after as well as before judgment.

5.2 In respect of each Cash Return Period, the Issuer shall pay Additional Interest on Deferred Amounts outstanding during that Cash Return Period, within 10 weeks of the end of such Cash Return Period except that such payment may be deferred on the same basis as is applicable to payments of Principal in accordance with clause 3.5 save that any deferred Additional Interest will not itself bear Additional Interest. The Issuer may also make any such payment out of the Reserve Buffer.

5.3 Additional Interest shall accrue on a daily basis and the on the basis of a 365 day year.

6 Payments

6.1 Any payments to the Holders under this Deed shall be allocated in the following order of priority:

- a) first, to Additional Interest on Deferred Amounts in accordance with clause 5 (in reverse order of Deferred Amounts outstanding with the oldest being paid first);
- b) secondly, to outstanding Deferred Amounts (in reverse order of Deferred Amounts outstanding with the oldest being paid first);
- c) thirdly, to any repayments of Principal payable in accordance with Clause 3 and Part 1 of the Conditions; and
- d) fourthly, to payments of Investment Income.

6.2 Any repayments of Principal or payments of Investment Income or Additional Interest shall be paid to the Cash Account of the Holder (as defined in the Abundance Terms and Conditions) and such payment shall be a good discharge of the payment obligations of the Issuer under this Deed.

6.3 If the Issuer is required by applicable law to make any withholding or deduction, it shall make such deduction or withholding and account to the relevant authority in respect of the amount withheld or deducted. The Issuer shall not be required to increase or gross-up any amount payable to the Holder under this Deed.

7 Redemption and Early Repayment

7.1 The Issuer may redeem all or any of the Debentures in accordance with Part 2 of Schedule 1 of the Conditions or as otherwise specified in this Deed.

7.2 Any Holder may require immediate payment of all outstanding Principal in the circumstances set out in paragraph 3 of Part 2 of the Conditions.

8 Form of Debentures and Register

8.1 Debentures will be held in electronic form, represented by book entries in the Register. Holders will be issued with an electronic confirmation of their holding via the Abundance Service.

8.2 The Issuer will only recognise each registered Holder as the absolute owner of his Debentures and is not bound to take notice of any trust to which any Debenture may be subject.

8.3 No notice of any trust, except as required by applicable law, will be entered on the Register in respect of any Debentures.

8.4 Subject to clause 8.5, the personal representatives of a deceased Holder shall be the only persons recognised by the Issuer as having any title to or interest in that Debenture on the death of such Holder and will be so recognised subject to their becoming Members of Abundance in accordance with the Abundance Terms and Conditions.

8.5 Any person becoming entitled to a Debenture in consequence of the death or bankruptcy of any Holder or otherwise by operation of law, may, upon producing such evidence that he is so entitled as the Issuer may reasonably require, be registered himself as the Holder or may transfer that Debenture subject to his becoming a Member of Abundance in accordance with the Abundance Terms and Conditions.

8.6 The Issuer shall maintain arrangements so that any changes to the Register required under this clause shall be made by Abundance in accordance with the Abundance Terms and Conditions.

9 Transfer

The Debentures may only be transferred in accordance with the Abundance Terms and Conditions or in accordance with clauses 8.4 and 8.5 (but subject to the provisions of paragraph 6.10 of Part 2 of the Conditions relating to any Debentures which may be held by REG Windpower Limited).

10 Notices

The Issuer will give each notice, and will send any other document, to a Holder using the Abundance Service. Each Holder agrees that the Issuer may rely on Abundance to deliver any such notice in accordance with the Abundance Terms and Conditions.

11 No Dealings

The Debentures are not capable of being dealt or listed on any stock exchange in the United Kingdom or elsewhere and no application has been, or is intended to be, made for the Debentures to be listed or otherwise traded on any such stock exchange.

12 Rights and Obligations

12.1 This Deed does not confer rights on any persons other than the Holders and the Issuer.

12.2 Each Holder shall be entitled to sue for the performance and observance of the provisions of this Deed as far as his holding of Debentures is concerned.

12.3 Where under this Deed any matter is to be decided by a meeting of Holders, then the provisions of Schedule 2 will apply.

12.4 Any or all of the Reserved Matters set out in Schedule 3 must be approved by a Special Resolution of the Holders as set out in that Schedule.

12.5 For the avoidance of doubt, Abundance is not a party to this Deed and has no obligations under it. Subject to paragraph 8 of the Conditions, Abundance:

12.5.1 provides services in accordance with arrangements it has with the Issuer; and

12.5.2 operates the Abundance Service in accordance with the Abundance Terms and Conditions as agreed by Members (as defined in the Abundance Terms and Conditions).

13 Inspection

A copy of this Deed shall be kept at the registered office of the Issuer and any Holder and any person duly authorised in writing by a Holder may at all reasonable times during office hours inspect it.

14 Endorsement

A memorandum of execution of any deed supplemental to this Deed shall be endorsed by the Issuer on this Deed.

15 Governing Law and Jurisdiction

15.1 This Deed and the Debentures are governed by and construed in accordance with English law.

15.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim, whether contractual or non-contractual, arising out of or in connection with this Deed or the Debentures.

This document is executed as a deed and is delivered by the Issuer or its duly authorised representatives on the date written at the beginning of it.

Executed as a deed by)
REG High Down Public Limited)
 Company acting by a director)
 in the presence of:)

 Director

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

Schedule 1

Conditions

Words and expressions defined in the Deed shall bear the same meanings when used in these Conditions.

Part 1 – Calculation of Repayments of Principal and of Investment Income

1 The Issuer shall calculate any amounts payable to the Holders under this Deed in the manner set out in the following sub-paragraphs:

1.1 The First Cash Return Period ends on 30 June 2014. Subsequent Cash Return Periods will be periods of six months following the First Cash Return Period until the Final Cash Return Period which begins on 1 July 2033 and ends on the Maturity Date, as set out in the Deed

1.2 Within 10 weeks of the last day of the each Cash Return Period, the Issuer will calculate its Operating Surplus, Revenues and Costs in such Cash Return Period.

1.3 The Issuer's **Operating Surplus** for the purposes of the calculation in paragraph 1.2 is the total of:

- a) the sums receivable by the Issuer as Revenues during that Cash Return Period; plus
- b) any sum actually receivable by the Issuer during that Cash Return Period in relation to rebate or repayment of any Costs incurred during any previous Cash Return Period; less
- c) the Costs incurred by the Issuer in respect of the relevant Cash Return Period.

1.4 The Issuer's **Revenues** for the purpose of the calculation in paragraph 1.2 shall be any sums receivable by the Issuer in respect of the generation or sale of any electricity produced by the Project including (i) any proceeds receivable under any power purchase agreement, the Feed-in Tariff Scheme, any Renewable Energy Guarantee of Origin or Levy Exemption Certificate; and (ii) any other sums payable to or receivable by the Issuer in connection with the Project including sums payable under performance bonds or letters of credit, bank interest or the proceeds of any claim under any insurance policy. The **Feed-in Tariff Scheme** has the meaning given in clause 1 of this Deed.

1.5 The Issuer's **Costs**, for the purpose of the calculation in paragraph 1.2, shall be the costs and expenses of the Issuer (excluding any capital expenditure) incurred in respect of any given Cash Return Period, including (without double counting):

- a) operating costs and expenses (including administrative, legal, management and accounting);
- b) tax liabilities (including any tax liability arising as a result of the receipt by the Issuer of any Revenues);
- c) fees and expenses payable to Abundance or any other third party (excluding both the one-off upfront Abundance transaction fee of 4% of the total amount raised by the Debenture and the Issuer's legal and accounting fees capped at £10,000);
- d) amounts payable under the OMA;
- e) maintenance costs and expenses incurred in respect of the Project;
- f) lease rental payments relating to the Project;
- g) insurance premium relating to the Project;
- h) any contribution into the Issuer's contingency reserve for meeting any one-off exceptional costs of the Project and decommissioning liabilities over the life of the Project including for the avoidance of doubt the payments required to fund the Reserve (as defined in paragraph 1.16 of these Conditions).

1.6 If there is an Operating Surplus in respect of a Cash Return Period then the Issuer shall, in all events, use the full amount of the Debenture Share of Operating Surplus to make any payments to Holders under this Deed.

1.7 The Issuer shall calculate the Debenture Share of Operating Surplus to determine the amounts payable to Holders in respect of that Cash Return Period. Payments shall be allocated in the order of priority stated in clause 6 of this Deed.

1.8 Subject to sub-paragraph 1.9 of these Conditions the **Debenture Share of Operating Surplus** shall be such percentage of Operating Surplus as is conclusively determined by Abundance and the Issuer in good faith with the object of providing Cash Returns (as defined in the Offer Document) with an effective rate of return of 9% to Holders over the life of the Debenture (consistent with the "central case" in the Offer Document).

1.9 The determination of the Debenture Share of Operating Surplus shall be made by Abundance and the Issuer as soon as reasonably practicable after all of the circumstances set out in the sub-paragraphs (a) to (c) of this sub-paragraph are known (provided that if only (a) is known at the end of the First Cash Return Period, the Issuer and Abundance shall determine the Debenture Share of Operating Surplus based on (a) and such other information as is available to them and provided further that the Issuer and

Abundance may (on one occasion only) revise the Debenture Share of Operating Surplus as soon as practicable after the circumstances in sub-paragraphs (b) and (c) are known):

- a) the Issue Amount; and
- b) whether the Project is accredited by the Office of Gas and Electricity Markets (Ofgem) with a total installed capacity of greater than 500kW or not exceeding 500kW; and
- c) whether the date that the Generation Tariff (as defined in the Offer Document) for the Project is determined (and is valid from) falls before or after 1 April 2014.

1.10 Once determined by Abundance and the Issuer and (if applicable) revised in accordance with paragraph 1.9, Abundance shall communicate the Debenture Share of Operating Surplus to Holders via the Abundance Service.

1.11 If payments of Principal are not made to Holders in respect of any Cash Return Period in accordance with this Deed, then they shall be deferred in accordance with clause 3 of this Deed. Deferred Amounts shall bear Additional Interest in accordance with clause 5 of this Deed.

1.12 In any Cash Return Period, if the amount calculated as the Debenture Share of Operating Surplus for that period is more than is required to pay all current or outstanding instalments of Principal and/or any Deferred Amounts and/or any Additional Interest in that period then any such additional amount shall be applied to pay Investment Income for that Cash Return Period. There shall be no deferment of any payment of Investment Income.

1.13 If there is insufficient Debenture Share of Operating Surplus to pay Investment Income in respect of any Cash Return Period, then no Investment Income will be payable in respect of such Cash Return Period or at all.

1.14 This Issuer may at any time pay any amounts of Deferred Amounts and Additional Interest in advance of the due date, provided there is sufficient Operating Surplus to do so (with the effect that it may make such payments in priority to any Costs other than amounts due to Abundance as described in paragraph 1.5 c) of these Conditions.

1.15 All outstanding sums under this Deed (including any amounts of Principal, Investment Income and Additional Interest and all Deferred Amounts) must be paid no later than 10 weeks after the Final Repayment Date.

1.16 The Issuer will at all times any amount is outstanding under this Deed and until the Final Repayment Date (but subject always to the other provisions of this Deed) maintain an amount in free cash (Reserve) consisting of:

a) the **Reserve Buffer** which is an amount equal to 2.5% (two and a half per cent) of the total amount of outstanding Principal at the relevant time (to be used solely for repayment of Principal and payment of Additional Interest, Deferred Amounts and/or Investment Income provided that if the Issuer makes any payment out of the Reserve Buffer, the amount shall temporarily reduce and the resulting shortfall of the Reserve Buffer shall be funded out of the Issuer's Share of Operating Surplus); and

b) the **Contingency** which is £5,000 at the end of the second Cash Return Period following date of issue of the Debentures, increasing by £5,000 for each year for the first 10 years and £12,500 per year for years 11 to 16 (inclusive) during the term of the Debentures, subject to a maximum of £125,000 as an operational contingency to be used solely for acquiring replacement equipment and major maintenance expenditure as and when needed. Any payment out of the Contingency shall not constitute a Reserved Matter and if the Issuer shall make any payments made out of the Contingency it shall not be required to increase the Contingency to the previous level.

Part 2

Other Conditions including Redemption or Early Repayment

2 Redemption by the Issuer

2.1 The Debentures may be redeemed at the option of the Issuer following (i) a Change of Control; and/or (ii) a Tax or Regulatory Requirement, by the Issuer issuing an irrevocable notice (which shall be given via the Abundance Service) (the "Notice of Redemption") to the Holders (or in the case of a Tax or Regulatory Requirement, to any Holder affected by such event), any such Notice of Redemption giving not less than 20 Business Days' notice and no more than 40 Business Days' notice of the date that the Debentures (or affected Debentures, in the case of the Tax or Regulatory Requirement) are to be redeemed (the "Redemption Date").

2.2 Following the Notice of Redemption, on the Redemption Date, the Issuer shall redeem the affected Debentures together with any Additional Interest accrued on those Debentures to that Redemption Date.

2.3 Additionally, where the Issuer has issued a Notice of Redemption in relation to a Change of Control event (but not otherwise), the Issuer will pay a further amount expressed as a percentage amount of such Principal amount of the Debenture being redeemed (the “Premium”) to be determined by an independent valuer appointed in accordance with paragraph 2.4 below (the “Independent Valuer”) on any Debenture registered in a Holder’s name. Subject to giving such notice and upon the expiry of such notice, the Issuer shall be entitled and bound to pay off that part of those amounts in respect of which such notice of redemption has been given.

2.4 The Independent Valuer shall be appointed by the Issuer, acting reasonably, and shall be a firm of Chartered Accountants who have not been engaged by the Issuer to provide professional services to it within a period of 5 years prior to the issue of the Notice of Redemption. Following the appointment of the Independent Valuer, the Issuer shall inform the relevant Holders of the identity of the Independent Valuer as soon as reasonably practicable.

2.5 The Independent Valuer shall determine the Premium payable in addition to the Principal amount and other amounts owing having regard to all reasonable circumstances including the period of time remaining until the Final Repayment Date and the likely amount of Investment Income that would have been payable but for early redemption, discounted to present value in a commercially reasonable manner. Save in the case of manifest error the decision of the Independent Valuer shall be final and binding on the Issuer and the relevant Holders and any applicable Premium shall be paid by the Issuer within 28 days of the date that the Issuer is notified of the Independent Valuer’s determination regarding the payment and amount of the Premium.

2.6 The costs of the Independent Valuer shall be payable by the Issuer.

3 Repayment on Default

3.1 If, at any time and for any reason, any of the following events (“Events of Default”) has occurred and is outstanding, any Holder shall be entitled by notice in writing (“Default Notice”) to the Issuer to require that the Principal payable in respect of each Debenture (or part thereof) that he holds, together with all unpaid and/or accrued Additional Interest, Investment Income, all Deferred Amounts and any other sum then payable on such Debenture, shall become due and payable immediately. If a Holder gives such a Default Notice, then such Principal, unpaid and/or accrued Additional Interest, Investment Income and Deferred Amounts and any other sum then payable on such Debenture shall be immediately due and payable by the Issuer and the Issuer shall pay or repay such amounts to such Holder on receipt of the Default Notice. The Events of Default are:

- any failure by the Issuer to pay in full any amount payable to such Holder in respect of the Debentures within 14 days after the due date for its payment (and for the avoidance of doubt the due date for any Deferred Amount shall be determined in accordance with clauses 3, 5 and 6 of this Deed and shall in no circumstances be later than the third anniversary of the date which it would, but for any deferral, have been due; or

- the Issuer failing duly to perform or comply with any obligation (other than an obligation to pay any amount payable in respect of the Debentures) expressed to be assumed by it in this Deed and (except where such failure is incapable of remedy) such failure continues for a period of 14 days after the earlier of (a) written notice having been given by any Holder requiring remedy of such failure; or (b) the date that the Issuer has become aware of such failure; or
- an effective resolution being passed or an order being made for the winding up or dissolution of the Issuer (other than (a) a solvent winding up for the purposes of amalgamation or reconstruction ; or (b) a members' voluntary winding up on terms previously approved by a Special Resolution); or
- an encumbrancer (being a person enforcing an encumbrance as defined in Schedule 3) taking possession of, or a trustee, receiver, administrator or similar officer being appointed or an administration order being made in respect of, the Issuer or the whole or substantially the whole of the property or undertaking of the Issuer and such person not being paid out or discharged within 28 days; or

- if the Issuer proposes, makes or is subject to an arrangement or composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement under Part 26 of the Companies Act 2006 (other than in the latter case for the purpose of a solvent voluntary reconstruction or amalgamation); or
- if the Issuer is insolvent for the purposes of section 123(1) e) or section 123(2) of the Insolvency Act 1986, whereupon the Principal amount of such Debentures together with all other amounts due but unpaid including Deferred Amounts and Additional Interest) shall forthwith become immediately payable; or
- the Issuer ceasing to carry on the business or a substantial part of such business that it carries on at the date of this Deed or the Issuer abandons the Project or ceases to carry on the Project for a period of more than six months; or
- it is or becomes or will become unlawful for the Issuer to perform or comply with any of its obligations under this Deed, or any such obligation is not or ceases to be legal, valid and binding.

3.2 The Issuer shall as soon as practicable notify the Holders of the happening of any Event of Default.

3.3 For the avoidance of doubt no Premium shall be payable in respect of any Debentures redeemed in accordance with this paragraph 3.

4 Purchase

The Issuer may at any time by agreement with the relevant Holder purchase any Debentures at any price by tender, private treaty or otherwise.

5 Cancellation

Any Debentures repaid, redeemed or purchased by the Issuer shall forthwith be cancelled and shall not be available for re-issue.

6 Registration and Transfer

6.1 The Debentures will be registered and transferable only in accordance with the Abundance Terms and Conditions.

6.2 The Debentures may be acquired and/or held only by Members of Abundance (as defined in the Abundance Terms and Conditions) who are eligible to invest in accordance with the Abundance Terms and Conditions, which includes:

6.2.1 individuals aged 18 years or over who have their permanent residence in the United Kingdom (but excluding any Restricted Person); or

6.2.2 those who are not individuals who have a permanent place of business in the United Kingdom and are duly incorporated, authorised, established or formed in accordance with the relevant United Kingdom laws and regulations;

6.2.3 other Members of Abundance who fulfil any criteria of eligibility to invest and/or to hold Debentures in accordance with the Abundance Terms and Conditions from time to time.

6.3 The Debentures may not be acquired by any Restricted Person. For the avoidance of doubt, individuals who are resident, or businesses that have their permanent place of business or are otherwise incorporated or established in, any of the Channel Islands or the Isle of Man, are not eligible to hold the Debentures.

6.4 Without limiting Conditions 6.1 to 6.3, the Debentures will not be registered under the United States Securities Act of 1933 or the securities laws of any country, jurisdiction, state or territory outside the United Kingdom.

6.5 The Issuer, or Abundance on its behalf, may require reasonable evidence that a proposed transfer is exempt from or not subject to a registration or similar requirement in the United States or any other jurisdiction outside the United Kingdom and is not to, or for the benefit of, a Restricted Person.

6.6 The Issuer may require redemption of any Debenture (together with any Additional Interest accrued to the date of redemption and any Investment Income due but unpaid at such date) that reasonably appears to it to be held by, or for the benefit of, a Restricted Person by giving not less than 10 Business Days' notice to the relevant Holders. For the avoidance of doubt no Premium shall be payable in respect of any Debentures redeemed in accordance with this paragraph 6.6.

6.7 For the avoidance of doubt, references to a "US Person" include those who are US Persons for the purposes of US tax law or US securities laws. The Issuer may reasonably determine whether a person acquiring or holding Debentures is a US Person or a Restricted Person in accordance with applicable law at the time it makes such determination (but summaries of the relevant requirements at the date of this Deed are provided in Conditions 6.8 to 6.9).

6.8 For the purposes of United States tax law, a summary of the definition of "US Person" is:

6.8.1 a citizen or resident of the United States;

6.8.2 a US domestic partnership;

6.8.3 a US domestic corporation;

6.8.4 any estate other than a foreign estate for the purposes of US tax law;

6.8.5 any trust if:

6.8.5.1 a court within the United States is able to exercise primary supervision over the administration of the trust, and

6.8.5.2 one or more United States persons have the authority to control all substantial decisions of the trust;

6.8.6 any other person that is not a foreign person for the purpose of US tax law.

6.9 For the purposes of US securities laws, a US Person is as defined in Regulation S (promulgated under the Securities Act of 1933) in Section 902(k)(1) namely:

6.9.1 any natural person resident in the United States;

6.9.2 any partnership or corporation organized or incorporated under the laws of the United States;

6.9.3 any estate of which any executor or administrator is a U.S. person;

6.9.4 any trust of which any trustee is a U.S. person;

6.9.5 any agency or branch of a foreign entity located in the United States;

6.9.6 any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;

6.9.7 any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and

6.9.8 any partnership or corporation if:

6.9.8.1 organized or incorporated under the laws of any foreign jurisdiction; and

6.9.8.2 formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.

6.10 If at any time any Debentures are held by REG Windpower Limited, then any transfer of such Debentures shall only be in such amounts, at such prices and by such means as are approved by Abundance in its discretion prior to such transfer. Abundance will exercise its discretion based on what it regards to be its legal and regulatory obligations and its obligation to act honestly, fairly and professionally to Members of Abundance and Holders

7 Modification of Rights

7.1 The provisions of this Deed (including the Conditions and the content of any Schedules) may from time to time be modified, abrogated or compromised in any respect by the Issuer with the sanction of a Special Resolution or in accordance with this Condition 7.

7.2 Subject to Condition 7.3, where the Offering Document permits the Issuer to extend, restrict or modify the period during which the Debentures are available for subscription (and only in such circumstances) the Issuer may (by deed expressed to be supplemental to this Deed) make such amendments as it reasonably considers necessary to reflect such extension, modification and restriction including (but not limited to) changing the dates for First Cash Return Periods or Subsequent Cash Return Periods (including the dates on which they begin and end) and/or or the date given as the Maturity Date.

7.3 The Issuer may only make such amendments as are referred to in Condition 7.2 where it is reasonably satisfied (i) that it is necessary to do so in order to reflect any such changes as are referred to in Condition 7.2; and (ii) that Holders are not materially prejudiced by such amendments which reflect the same economic basis on which the Debentures are offered in the Offering Document. Without limitation, the Issuer shall not, by virtue of Condition 7.2, be entitled to change the following as set out in this Deed and these Conditions ("Restricted Conditions"): frequency of Cash Return Periods; definitions of and/or the method of calculation and/or amounts of repayments or payments of Principal, Investment Income and Additional Interest; definitions and calculations of Operating Surplus, Debenture Share of Operating Surplus, Revenues and Costs; any provisions relating to deferral or Deferred Amounts; the 10 week period for performing any calculations or making any payments or any Reserved Matters in Schedule 3 and any provision that would be reasonably likely to materially impact the economic basis on which Debentures are offered. For the avoidance of doubt the Issuer may change Restricted Conditions with the sanction of a Special Resolution.

7.4 Additionally, the Issuer may amend any provisions of this Deed including the Conditions, the Provisions or any of the Schedules, by supplemental deed expressed to be supplemental to this Deed where, in the reasonable opinion of the Issuer and the opinion of the Issuer's legal advisers, the amendment is considered to be of a formal, minor or technical nature or to be necessary to correct a manifest error.

8 Alternative Service Provider

8.1 If for any reason, Abundance ceases to provide the Abundance Service and it is not provided by the Back-up Service Provider or Abundance ceases to maintain the Register or there is any other material change to the nature of the Abundance Service or the involvement of Abundance which has a material effect on any matter relating to the Debentures, then for the avoidance of doubt the obligations of the Issuer will remain valid and binding subject to Condition 8.2.

8.2 In the circumstances set out in Condition 8.1, the Issuer shall make such arrangements as it reasonably considers appropriate and may amend this Deed by deed expressed to be supplemental to this Deed (but only so far as is reasonably necessary to incorporate the revised arrangements for the matters listed in paragraphs 8.2.1-8.2.4). The Issuer shall take reasonable steps as soon as practicable to inform the Holders of any changes to:

- 8.2.1 the arrangements for maintaining the Register;
- 8.2.2 the procedures for making payments (but not the amount of any payment, the frequency of any payment or how such amount is calculated) to Holders;
- 8.2.3 the procedures for transfer (including acceptance of any instrument in common standard form) of Debentures; and/or
- 8.2.4 how notices can be given to Holders.

Schedule 2

Meetings of holders

1 The Issuer may (and will on the request in writing of a person or persons holding not less than 10% of the aggregate Principal) convene a meeting of the Holders. Any such meeting shall be held at the registered office of the Issuer or such other convenient place as the directors of the Issuer may decide.

2 At least 14 clear days' notice, or when the meeting is being convened for the purpose of passing a Special Resolution at least 21 clear days' notice, of every meeting shall be given to the Holders. The notice shall specify the place, date and time of meeting and the general nature of the business to be transacted, but except in the case of a Special Resolution it shall not be necessary to specify in the notice the terms of any resolution to be proposed.

The accidental omission to give notice to or the non-receipt of notice by any of the Holders shall not invalidate the proceedings at any meeting.

3 At any meeting Holders present in person or by proxy holding or representing 50% of the aggregate Principal shall form a quorum for the transaction of business except for the purpose of passing a Special Resolution. The quorum for passing a Special Resolution shall be Holders present in person or by proxy holding or representing 75% of the aggregate Principal. No business (other than the election of a chairman) shall be transacted at any meeting unless the necessary quorum is present at the commencement of business. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of Holders shall be dissolved. In any other case it shall stand adjourned to such day and time not being less than 7 clear days thereafter and to such place as may be decided by the chairman and at such adjourned meeting the Holders present in person or by proxy and entitled to vote whatever their number and whatever the Principal Sum held by them shall be a quorum for the transaction of business including the passing of Special Resolutions. At least 3 clear days' notice of any adjourned meeting of Holders at which a Special Resolution is to be submitted shall be given in the same manner as for the original meeting and the notice shall state that the Holders present at the adjourned

meeting whatever their number and whatever the aggregate Principal amount of the Debentures held by them will form a quorum.

4 The chairman or any other director of the Issuer shall preside at every meeting, but or if no director of the Issuer is present within 5 minutes after the time appointed for holding the meeting or is unwilling to act, the Holders shall choose one of their number to be chairman. Any director, the secretary, the auditors of the Issuer and the solicitors of the Issuer and any other person authorised to do so by the Issuer may attend any meeting.

5 The chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

6 At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by one or more Holders present in person or by proxy and holding or representing not less than 10% of the aggregate Principal.

Unless a poll is so demanded a declaration by the chairman that a resolution has been carried or carried unanimously or by a particularly majority or lost shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. If a poll is duly demanded it shall be taken forthwith or at such time and in such manner as the chairman may direct, and the result of such a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

7 In the case of an equality of votes whether on a show of hands or on a poll the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Holder.

8 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

9 On a show of hands every Holder who is present in person shall have one vote and on a poll every Holder who is present in person or by proxy shall have one vote for every £1 or part thereof of the Principal of which he is the Holder.

10 In the case of joint registered holders of Debentures, the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.

11 On a poll votes may be given either personally or by proxy and a Holder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same manner.

12 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney or in the case of a corporation under the hand of a duly authorised officer or attorney.

13 A person appointed to act as a proxy need not be a Holder.

14 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed shall be delivered to the chairman not less than 24 hours before the time appointed for the meeting (or adjourned meeting) and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after 3 months from the date named in it as the date of execution or signature.

15 An instrument appointing a proxy may be in the usual or common form or in such other form as the directors may from time to time prescribe or accept and need not be witnessed. The proxy shall be deemed to confer the right to demand or join in demanding a poll. A proxy shall unless it states otherwise be valid for the meeting to which it relates and for any adjournment of that meeting.

16 Any company or corporation which is a registered holder of any of the Debentures may by resolution of its directors or other governing body authorise any person to act as its representative at any meeting of the Holders, and such representative shall be entitled to exercise the same powers on behalf of the company or corporation which he represents as he would be entitled to exercise if he was himself the registered holder of such Debentures. A company or corporation attending by such a representative shall be deemed to be present in person.

17 A meeting of the Holders shall have the following powers exercisable by Special Resolution:

17.1 power to sanction any modification or compromise or any arrangement in respect of the rights of the Holders against the Issuer, whether such rights arise under this Deed or otherwise;

17.2 power to assent to any modifications of the Conditions to which the Debentures are subject and/or of the provisions contained in this Deed proposed or agreed to by the Issuer;

17.3 power to sanction any agreement for postponing or advancing the time for the making of any payment under this Deed or for changing the basis on which any payments are to be calculated or for the capitalising of any amount that would otherwise be payable;

17.3 power to appoint any persons (whether Holders or not) as a committee to represent the interests of the Holders and to confer upon such committee any powers or discretions which the Holders could themselves exercise;

17.4 power to sanction the exchange of the Debentures for or the conversion of the Debentures into shares, stock, debentures or other obligations or securities of the Issuer or any other Issuer formed or to be formed;

17.5 power to give consent to any of the Reserved Matters in Schedule 3.

18 Every other matter to be determined at a meeting of Holders shall be decided by Ordinary Resolution.

19 A resolution passed at a meeting of the Holders duly convened and held in accordance with this Deed shall be binding upon all the Holders whether or not present at the meeting and each of the Holders shall be bound to give effect to it accordingly.

20 The expressions “Ordinary Resolution” and “Special Resolution” have the meaning given in clause 1 of this Deed but for the avoidance of doubt, the requisite majority for either such resolution shall be calculated without taking into account the Principal of any Debentures held by REG Windpower Limited with the effect that:

20.1 an Ordinary Resolution with a majority of the votes of the Holders other than REG Windpower will be valid as such; and

20.2 a Special Resolution with a majority of not less than three-quarters of votes of the Holders other than REG Windpower Limited will be valid as such.

21 A resolution in writing signed by all the Holders together holding not less than 50% or 75% of the aggregate Principal (excluding the Principal of any Debentures held by REG Windpower Limited) shall for all purposes be as valid and effective as an Ordinary Resolution or Special Resolution respectively passed at a meeting duly convened and held in accordance with the provisions contained in this Instrument.

Any such resolution in writing may be contained in one document or in several documents in similar form each signed by one or more Holders and the effective date of any such resolution shall be the date of the last signature to it.

22 In relation to any Debentures held from time to time by REG Windpower Limited:

22.1 for as long as such Debentures are held by REG Windpower Limited, REG Windpower Limited shall not be entitled to vote and any vote cast by REG Windpower Limited or any of its representatives or proxies shall be disregarded;

22.2 no meeting or other event requiring notice shall be invalidated by the absence of any notice given to REG Windpower Limited or by any insufficiency in the period of notice given to REG Windpower Limited or by any defect in the form of notice given to REG Windpower Limited;

22.3 any holding of Debentures by REG Windpower and their aggregate Principal shall not be relevant and shall be disregarded in determining whether there is a sufficient quorum for any purpose under these Provisions.

Schedule 3

Reserved Matters

1 Subject always to the terms of this Deed (including paragraphs 2, 3 and of this Schedule 3) the Issuer shall not, without Holder prior approval by way of a Special Resolution:

1.1 amend the basis on which the Operating Surplus, the Debenture Share of Operating Surplus and Revenues and/or Costs are calculated;

1.2 form, enter into, terminate or withdraw from any partnership, consortium, joint venture or any other incorporated or unincorporated association for the purposes of any business or form or acquire any subsidiary undertaking (as defined in section 1162 of the Companies Act 2006);

1.3 enter into, or increase or extend any liability under, any guarantee or indemnity other than an indemnity under a contract for goods or services entered into in the ordinary and/or normal course of carrying on the Project;

1.4 make, increase or extend any loan or advance or grant any credit to any person other than (i) trade credit in the ordinary and/or normal course of carrying on the Project; or (ii) as permitted under paragraph 4 of these Reserved Matters;

1.5 grant, create or allow to arise or continue any encumbrance over any of its assets other than those arising by operation of law in the ordinary and/or normal course of carrying on the Project;

1.6 borrow any monies or incur any Indebtedness other than (i) trade credit in the ordinary and normal course of carrying on the Project; or (ii) Indebtedness under the terms of the REG Loan Agreement where such Indebtedness is in respect of Costs relating to the Project incurred by REG Windpower Limited on behalf of the Issuer as permitted under paragraphs 2 and 3 of these Reserved Matters and on terms that on repayment of any amount of the REG Loan Agreement, the loan facility limit will be cancelled except for the following further drawings: (a) £50,000 in respect of the VAT Tranche; and (b) £50,000 in respect of any ongoing Costs of the Project;

1.7 establish any pension or life insurance scheme, or any bonus, profit sharing, share option or other incentive scheme for directors of the Issuer;

1.8 make any payment, whether by way of emoluments for services or otherwise (but not including reimbursement of expenses reasonably and properly incurred) to, or on behalf of, any director of the Issuer;

1.9 acquire or dispose of any freehold or leasehold property (other than as may be required for the Project), grant a lease or licence in respect of any property or take or omit to take any action that materially prejudices the continuation of any such lease or licence;

1.10 undertake any business other than the Project or make or permit any material change in the nature or scope of the Issuer's business; or

1.11 enter into any contract or arrangement with any member of its Group (other than the OMA) other than on arm's length terms and in the ordinary course of its business,

provided that the Issuer may undertake any of the matters set out in paragraphs 1.3, 1.4, 1.5, 1.6 or 1.11 of this Schedule 3 without the approval of a Special Resolution in circumstances of urgency where, in the Issuer's reasonable opinion:

- any delay in acting would or would be likely to have a material adverse impact on the Project or the likelihood of generating Revenues; and

- any of those matters undertaken by the Issuer would not be materially prejudicial to the Holders,

and when the Issuer has done so, it shall notify the Holders via the Abundance Service of the action it has taken as soon as reasonably practicable after it has done so.

2 Notwithstanding anything to the contrary in this Deed, the Issuer may permit to exist, and make payments under the REG Loan Agreement subject to the terms of subordination contained in the REG Loan Agreement provided that the Issuer covenants that it:

(a) shall at all times comply with the subordination provisions of the REG Loan Agreement; and

(b) shall agree to no changes to the REG Loan Agreement which might in any way adversely affect the Holders of the Debentures without the prior approval of a Special Resolution.

3 Notwithstanding anything to the contrary in this Deed, REG Windpower Limited may subscribe for Debentures on their first issue in a Principal amount not exceeding the amount then outstanding under the REG Loan Agreement and, to the extent that it does so, the amount equivalent to its subscription shall be promptly applied by the Issuer to repay the corresponding amount drawn under the REG Loan Agreement, with any such repaid amount under the REG Loan Agreement being irrevocably cancelled.

4 Notwithstanding anything to the contrary in this Deed, the Issuer may make, increase or extend a loan of up to £750,000 principal to REG Windpower Limited (on terms that such loan will be repayable on demand and interest free and may not be set off by REG Windpower Limited against any other indebtedness due from the Issuer to it) provided that at the relevant time:

4.1 there are no amounts due to REG Windpower Limited under the terms of the REG Loan Agreement other than in respect of the VAT Tranche or any sums drawn and utilised to fund the Reserve Buffer;

4.2 all Principal, Deferred Amounts, Additional Interest and Investment Income due and payable under the Debenture (including any payments due prior to the date of payment) have been paid;

4.3 such loan can be made without the Issuer deferring any payment to the Holders in order to be able to make the payment;

4.4 after any such loan is made, the Issuer will be left with an amount in free cash which, so far as the directors of the Issuer are aware, is not required by the Issuer for any other purposes in the next six months equal to the Reserve;

4.5 no Event of Default, other termination event or potential Event of Default has occurred, is continuing and has not been remedied or waived;

4.6 no step has been taken for the winding up, dissolution, administration or reorganisation of the Issuer or the appointment of a liquidator, receiver, administrator or other similar officer of the Issuer or any of its assets; and

4.7 any such loan is made from the Issuer's Share of Operating Surplus.

5 For the purposes of the Reserved Matters:

“assets” means all or any material part of the Issuer's business, undertaking, property, assets, revenues (including any right to receive Revenues) and uncalled capital;

“encumbrance” means any mortgage, charge, assignment, pledge, lien (save as arising in the normal course of carrying on the Project), hypothecation, right of set-off (except as arising under the general law for the protection of certain classes of creditors) or trust arrangement for the purpose of and having a similar effect to the granting of security, or other security interest of any kind;

“Group” means in relation to the Issuer from time to time the Issuer itself, any subsidiary undertaking or any parent undertaking of the Issuer, and any subsidiary undertaking

of a parent undertaking of the Issuer. The terms subsidiary undertaking and parent undertaking shall be as defined in section 1162 Companies Act 2006; and

“Indebtedness” includes any obligation (whether incurred as principal or surety and whether present, future, actual or contingent) for the payment or repayment of money.

Issuer, we or us

REG High Down plc (**REG High Down**)

Project developer

REG Windpower Limited

Arranger and distributor

Abundance NRG Ltd (**Abundance**)

Legal advisors to REG High Down

Bond Dickinson LLP

Legal advisors to Abundance

Keystone Law Limited

Auditors to REG High Down

Deloitte LLP

Independent technical expert

Wind Prospect Limited

Independent wind expert

Prevailing Limited (**Prevailing**)

We would like to thank you for taking the time to read our offer document. We the Directors accept responsibility for the information it contains, which is true to the best of our knowledge and belief (having taken all reasonable care to ensure this is so) and reflects the facts without omitting anything which could affect its importance.

Directors of REG High Down plc

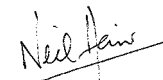
Andrew Whalley



David Crockford



Matt Partridge



Neil Harris



Simon Wannop