

MR01

Particulars of a charge

383250/26

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.cyma.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge which is not
instrument Use form MR01



A04 13/08/2015 #235
COMPANIES HOUSE

ase
uk

This form **must** be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 4 8 4 1 8 6 6

Company name in full Gasrec Limited

13 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d1 m0 m8 y2 y0 y1 y5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name M.E. Zukerman Gas Fuels L P.

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X DWA PULL UN MP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Charlotte Read

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS

Telephone 08700 111 111



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4841866

Charge code: 0484 1866 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th August 2015 and created by GASREC LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2015.

Given at Companies House, Cardiff on 18th August 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



DATED

11 August

2015

(1) GASREC LIMITED
as Chargor

(2) M E. ZUKERMAN GAS FUELS L.P.
as Security Trustee

CHATTEL MORTGAGE



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 12/08/2015

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	4
3	GRANT OF SECURITY	4
4	FIXED SECURITY	5
5	FLOATING CHARGE SWEEP-UP	5
6	CONVERSION OF FLOATING CHARGE	6
7	CONTINUING SECURITY	7
8	LIABILITY OF THE CHARGOR RELATING TO SECURITY ASSETS	7
9	REPRESENTATIONS	7
10	UNDERTAKINGS BY THE CHARGOR	8
11	POWER TO REMEDY	12
12	WHEN SECURITY BECOMES ENFORCEABLE	12
13	ENFORCEMENT OF SECURITY	13
14	RECEIVER	15
15	POWERS OF RECEIVER	15
16	APPLICATION OF PROCEEDS	17
17	SET-OFF	18
18	DELEGATION	18
19	FURTHER ASSURANCES	19
20	POWER OF ATTORNEY	20
21	CURRENCY CONVERSION	20
22	CHANGES TO THE PARTIES	20
23	MISCELLANEOUS	21
24	NOTICES	21
25	CALCULATIONS AND CERTIFICATES	22
26	PARTIAL INVALIDITY	22
27	REMEDIES AND WAIVERS	22
28	AMENDMENTS AND WAIVERS	22
29	COUNTERPARTS	22
30	RELEASE	22
31	GOVERNING LAW	23
32	ENFORCEMENT	23
	SCHEDULE 1 DETAILS OF SECURITY ASSETS.	24
	Part 1 Chattels	24
	Part 2 Authorised Location	28

THIS DEED is made on

11 August

2015

BETWEEN

- (1) **GASREC LIMITED** a company incorporated and registered under the laws of England and Wales with number 04841866 with its registered office at One America Square, Crosswall, London EC3N 2SG ("**Chargor**"), and
- (2) **M.E. ZUKERMAN GAS FUELS L.P.** (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "**Security Trustee**")

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

- (a) terms defined in, or construed for the purposes of, the Loan Note Instrument (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed), and
- (b) at all times the following terms have the following meanings

"**Act**" means the Law of Property Act 1925,

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*),

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Authorised Location**" means the location specified in part 1 of schedule 1 (*Details of Security Assets*),

"**Chattels**" means the goods or chattels, whether already acquired or hereafter to be acquired, specified in part 1 of schedule 1 (*Details of Security Assets*), including all engines, appliances, parts, spare parts, components, instruments, appurtenances, accessories and other equipment of any kind installed in or on them, and any and all substitutions, replacements, renewals and additions after the date of this Deed from time to time made for, in, or to them,

"**Default Rate**" means the rate of interest determined in the Finance Document under which such amount is payable,

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver,

"**Finance Documents**" means the Loan Note Instrument, the Notes, this Deed and any other document designated as a Finance Document by the Chargor and the Noteholders,

"Insurances" means all policies of insurance (and all cover notes) relating to the Security Assets which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest,

"Loan Note Instrument" means the instrument constituting the £6,000,000 secured convertible loan notes 2017 of the Chargor,

"Mortgage Security" means the Security created or evidenced by or pursuant to this Deed,

"Party" means a party to this Deed,

"Premises" means the Authorised Location and any other land and/or buildings where the Chattels may be in, on or situate from time to time and any part of such land or buildings,

"Proceeds of Sale" means any money payable to the Chargor for, or in connection with a disposal by way of sale or otherwise of the Chattels including any deposit, sum on account or instalment,

"Receiver" means a receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Trustee under this Deed,

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed),

"Secured Parties" means the Security Trustee, each Noteholder and any Receiver or Delegate,

"Security" means the Security Interests created by or pursuant to this Deed,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed,

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

"Technical Records" means all logbooks, maintenance records, manuals, handbooks, drawings, technical data and all other documents or data relating to the Chattels whether in physical or electronic form, and

"Warranties" means the benefit of all contracts and agreements, including all conditions and warranties, entered into at any time relating to the acquisition, title, disposal merchantable quality, fitness for purpose, description, condition, operation, use, servicing, maintenance or repair of the Chattels

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to
 - (i) the **"Chargor"**, the **"Security Trustee"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents,
 - (ii) **"this Deed"**, the **"Loan Note Instrument"**, the **"Notes"**, any other **"Finance Document"** or any other agreement or instrument is a reference to this Deed, the Loan Note Instrument, the Notes that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Chargor or provides for further advances),
 - (iii) **"including"** or **"includes"** means including or includes without limitation,
 - (iv) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor,
 - (v) a provision of law is a reference to that provision as amended or re-enacted, and
 - (vi) the singular includes the plural and vice versa
- (b) References to clauses and schedule are to be construed, unless otherwise stated, as references to clauses and the schedule of this Deed and references to this Deed include its schedule
- (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed
- (d) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period and is given by the Chargor for the benefit of the Security Trustee and each other Secured Party
- (e) If the Security Trustee or the Agent reasonably considers that an amount paid by the Chargor to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

1 3 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Trustee are made, created and entered into in favour of the Security Trustee as trustee for the Secured Parties from time to time on the terms of the Loan Note Instrument and the Inter-creditor Deed

1 4 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) The Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party shall operate in satisfaction to the same extent of the covenant contained in clause 2 1(a)

2 2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) at the Default Rate from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full
- (b) Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Security Trustee (acting on the instructions of the Agent) states are appropriate

3. GRANT OF SECURITY

All Security and dispositions created or made by or pursuant to this Deed are created or made

- (a) in favour of the Security Trustee,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

4. FIXED SECURITY

4.1 Fixed charges

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets

- (a) by way of fixed charge
 - (i) the Chattels,
 - (ii) the Technical Records,
 - (iii) the Proceeds of Sale,
 - (iv) the Authorisations in respect of the Security Assets
- (b) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset,

4.2 Security assignments

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Warranties and all rights and remedies in connection with the Warranties,
- (b) all Insurances and all claims under the Insurances and all proceeds of the Insurances

To the extent that any Assigned Asset described in clause 4.2 (*Security assignments*), is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances

4.3 Notice of assignment and/or charge - immediate notice

Immediately upon request from the Security Trustee at any time following the occurrence of an Event of Default which is continuing, in respect of each of its Insurances, the Chargor shall deliver a duly completed notice of assignment to each other party to that Insurance and use its reasonable endeavours to procure that each such party executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 2 (*Form of notice to and acknowledgement by insurers*)

4.4 Assigned Assets

The Security Trustee is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed

5. FLOATING CHARGE SWEEP-UP

If and so far as any charge or other security created pursuant to clause 4 (*Fixed security*) is ineffective as a fixed charge, then that charge shall take effect as a floating charge over the relevant assets

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Security Trustee may, by written notice to the Chargor, convert any floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if

- (a) a Default Notice has been served pursuant to and in accordance with the terms of the Loan Note Instrument, or
- (b) the Security Trustee (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

6.2 Small companies

Any floating charge created under this Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor

6.3 Automatic conversion

Any floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
 - (i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee, or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Trustee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

6.4 Partial conversion

The giving of a notice by the Security Trustee pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties

7. CONTINUING SECURITY

7.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee and/or any other Secured Party may at any time hold for any Secured Obligation.

7.3 Right to enforce

This Deed may be enforced against the Chargor without the Security Trustee and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8. LIABILITY OF THE CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9 REPRESENTATIONS

9.1 General

The Chargor makes the representations and warranties set out in this clause 9 to the Security Trustee and to each other Secured Party.

9.2 No Security Interests

No Security exists over all or any of the present or future Security Assets other than as created by this Deed.

9.3 Ranking

This Mortgage Security is not subject to any prior ranking or *pari passu* ranking Security.

9.4 Ownership of Security Assets

The Chargor is the sole legal and beneficial owner of the Security Assets.

9.5 Good title and assets

The Chargor has a good, valid and marketable title to, and all appropriate Authorisations to use, the Security Assets.

9.6 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a material adverse effect on the Chargor have, to the best of its knowledge and belief, been started or threatened against it in relation to the Security Assets

9.7 No adverse claim

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of any of the Security Assets

9.8 No fixing

None of the Chattels is or will be treated as being fixed to any Premises

9.9 Covenants

There are no covenants, agreements, reservations, conditions, interest rights or other matters whatever which materially and adversely affect the Security Assets

9.10 No breach of laws

There is no breach of any law or regulation which materially and adversely affects the Security Assets

9.11 No interference in enjoyment

No facility necessary for the enjoyment and use of the Security Assets is subject to terms entitling any person to terminate or curtail their use

9.12 Time when representations made

- (a) All the representations and warranties in this clause 9 are made by the Chargor on the date of this Deed and are also deemed to be made by the Chargor on each Interest Date
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made

10 UNDERTAKINGS BY THE CHARGOR

10.1 Negative pledge and Disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Trustee

- (a) create or permit to subsist any Security on any Security Asset other than as created by this Deed,
- (b) sell, transfer, lease, lend, or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset, or

- (c) create or permit to subsist any Security on the Premises

10.2 Security Assets generally

The Chargor shall

- (a) notify the Security Trustee within 21 days of receipt of every material notice, order, application, requirement, proposal or claim given or made in relation to, the Security Assets by any competent authority or other third party, and (if required by the Security Trustee in writing)
 - (i) promptly provide it with a copy of the same, and
 - (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Trustee may require or approve,
- (b) comply with
 - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation, and
 - (ii) all other covenants and obligations affecting any Security Asset (or its manner of use),
- (c) not, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any material part of any of the Security Assets,
- (d) supply, promptly to the Security Trustee with all information as it may reasonably require about the Security Assets,
- (e) not permit any of the Chattels to be removed from the Authorised Location,
- (f) not permit the Chattels to leave the possession of the Chargor, except for the purpose of necessary repair or maintenance, or to be used by any person for any purpose other than in connection with the trade or business of the Chargor;
- (g) pay and discharge as they fall due all debts, damages and liabilities which have given or may give rise to liens on, or claims enforceable against, the Chattels and, in the event of a detention of any of the Chattels in exercise or purported exercise of any such lien or claim as aforesaid, procure the release of them from detention forthwith upon receiving notice of it, and
- (h) enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets that the Security Trustee may require from time to time

10.3 Condition of the Security Assets

The Chargor shall

- (a) keep the Chattels in a good state of repair and in good working order and condition and renew, service and overhaul the Chattels in compliance with the relevant

manuals, handbooks, manufacturers' instructions or recommendations or maintenance or service schedules,

- (b) ensure that all services, replacements, inspections, maintenance, repairs, overhauls, tests improvements and modifications to be made or carried out to or on, the Chattels are made or carried out by properly qualified personnel and are accurately completed and promptly recorded,
- (c) not permit any Chattel to be
 - (i) used or handled other than by properly qualified and trained personnel,
 - (ii) modified, supplemented or altered other than for the purpose of effecting maintenance or repairs or as otherwise permitted by the Security Trustee, or
 - (iii) overloaded or used for any purpose for which it is not designed or reasonably suitable or in any manner which would invalidate or otherwise prejudice any of the Insurances,
- (d) maintain all Technical Records and other materials and documents as are required by specific contract, normal trade practice or by law to be maintained on, or with respect to, the Chattels, and
- (e) not do, cause or permit to be done anything which may to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect),

10.4 Deposit of documents and notices

The Chargor shall

- (a) deposit with the Security Trustee all deeds and documents of title relating to the Security Assets, together with such of the Technical Records as the Security Trustee shall reasonably require (each of which the Security Trustee may hold throughout the Security Period), and
- (b) promptly on request by the Security Trustee, affix to the Chattels (in a prominent position) a durable notice of this Deed (in any form required by the Security Trustee acting reasonably and not remove the same or suffer it to be removed

10.5 Business

The Chargor shall acquire, maintain and renew all Authorisations necessary for the acquisition and use of the Chattels and for the conduct of its business and operations in relation thereto, and shall carry on and conduct such business in a proper and efficient manner

10.6 Premises

The Chargor shall

- (a) maintain the Premises in a good state of repair,

- (b) pay all material rates, rents, and other outgoings owed by it in respect of the Premises,
- (c) ensure that all persons having any interest in the Premises whether such interest arises as lessor, lessee, mortgagee or otherwise receives and acknowledges written notice of this Security in such form as the Security Trustee shall require,
- (d) if required by the Security Trustee, in the case of any Chattel located on leasehold Premises obtain, if requested by the Security Trustee, confirmation in writing from any lessor of such Premises that it waives absolutely all and any rights it may have now or at any time over any such Chattel,
- (e) not, without the Security Trustee's prior written consent, annex, fix or otherwise secure or allow any such annexation, fixing or securing of any Chattel to any Premises if the result of any such action or omission is that the Chattel would or might become a fixture or fitting, and
- (f) permit the Security Trustee and/or any Receiver and/or accountants or other professional advisers and contractors of the Security Trustee or any Receiver free access at all reasonable times and on reasonable notice at the risk and cost of the Chargor to the Premises and any premises where any of the books, accounts and records of the Chargor relating to the Security Assets or any Technical Records are kept and to such books, accounts and records or Technical Records for the purposes of inspection and for making copies

10.7 Insurance

- (a) The Chargor shall at all times maintain insurances on and in relation to the Security Assets against those risks (including but not limited to loss or damage by risks normally covered by a comprehensive commercial insurance) as is usual for companies carrying on the same or substantially the same business and as is usual for assets of the same or similar to the Security Assets and the Premises on which they are located
- (b) If at any time the Chargor defaults in
 - (i) effecting or keeping up the insurances required under the Facilities Agreement, or
 - (ii) producing any insurance policy or receipt to the Security Trustee on reasonable written demand,

the Security Trustee may (without prejudice to its rights under clause 11 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Security Trustee may reasonably think expedient. All monies which are expended by the Security Trustee in doing so shall be deemed to be properly paid by the Security Trustee and shall be reimbursed by the Chargor on demand
- (c) In relation to the proceeds of the insurance required to be maintained pursuant to this clause
 - (i) the Chargor shall notify the Security Trustee if any claim arises or may be made under any such insurance, and

- (ii) all claims and monies received or receivable under any such insurance shall be applied in repairing, replacing, restoring or rebuilding the Security Asset damaged or destroyed or, following an Event of Default which is continuing and if required by the Security Trustee, in reduction of the Secured Obligations

(d) The Chargor shall diligently pursue its rights under the Insurances

11. POWER TO REMEDY

11.1 Power to remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Security Trustee (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) at any time following the occurrence of an Event of Default which is continuing to rectify that default. The Chargor irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary to rectify that default.

11.2 Mortgagee in possession

The exercise of the powers of the Security Trustee under this clause 11 shall not render it or any other Secured Party liable as a mortgagee in possession.

11.3 Monies expended

The Chargor shall pay to the Security Trustee on demand any monies which are expended by the Security Trustee in exercising its powers under this clause 11, together with interest at the Default Rate from the date on which those monies were expended by the Security Trustee (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

12. WHEN SECURITY BECOMES ENFORCEABLE

12.1 When enforceable

This Mortgage Security shall become immediately enforceable upon the service of a Default Notice pursuant to and in accordance with the terms of the Loan Note Instrument.

12.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the service of a Default Notice pursuant to and in accordance with the terms of the Loan Note Instrument.

12.3 Enforcement

After this Mortgage Security has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of the Mortgage Security in such manner as it sees fit.

13. ENFORCEMENT OF SECURITY

13.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to this Mortgage Security.

13.2 Powers of leasing

The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with section 99 or 100 of the Act.

13.3 Powers of Security Trustee

- (a) At any time after this Mortgage Security becomes enforceable (or if so requested by the Chargor by written notice at any time), the Security Trustee may without further notice (unless required by law)
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets, and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor, and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver
- (b) The Security Trustee is not entitled to appoint a Receiver in respect of any Security Assets which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

13.4 Redemption of prior mortgages

At any time after this Mortgage Security has become enforceable, the Security Trustee may

- (a) redeem any prior Security against any Security Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Security Trustee on demand.

13.5 Privileges

- (a) Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) each Receiver and the Security Trustee shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (c) For the purpose of clause 13.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Security Trustee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

13.6 No liability

- (a) Neither the Security Trustee, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 13.6(a), neither the Security Trustee, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

13.7 Protection of third parties

No person (including a purchaser) dealing with the Security Trustee or any Receiver or Delegate will be concerned to enquire

- (a) whether the Secured Obligations have become payable,
- (b) whether any power which the Security Trustee or the Receiver is purporting to exercise has become exercisable,
- (c) whether any money remains due under any Finance Document, or
- (d) how any money paid to the Security Trustee or to the Receiver is to be applied

14. RECEIVER

14.1 Removal and replacement

The Security Trustee may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated

14.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

14.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee (or, failing such agreement, to be fixed by the Security Trustee)

14.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Trustee in relation to the Secured Obligations shall be capable of being applied by the Security Trustee in discharge of the Secured Obligations

14.5 Agent of Chargor

Any Receiver shall be the agent of the Chargor. The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

15. POWERS OF RECEIVER

15.1 General powers

Any Receiver shall have

- (a) all the powers which are conferred on the Security Trustee by clause 13.3 (*Powers of Security Trustee*),
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers

15.2 Additional powers

In addition to the powers referred to in clause 15.1 (*General powers*), a Receiver shall have the following powers

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed,
- (b) to manage the Security Assets and the business of the Chargor as he thinks fit,
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act and without limitation
 - (i) may sever any of the Security Assets from any premises containing them and to which they may have become offices, without the consent of the Chargor,
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor,
- (f) to take any such proceedings (in the name of the Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment),
- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (h) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Trustee shall direct),
- (i) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- (j) to form one or more Subsidiaries of the Chargor, and to transfer to any such Subsidiary all or any part of the Security Assets, and

- (k) to
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset,
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets, and
 - (iii) use the name of the Chargor for any of the above purposes

16. APPLICATION OF PROCEEDS

16.1 Application

Subject to the Inter-creditor Deed, all monies received by the Security Trustee or any Receiver after the Mortgage Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Mortgage Security and subject to the Inter-creditor Deed) be applied in the following order

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Security Trustee, any other Secured Party or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Security Assets,
- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 16.3 (*Appropriation and suspense account*), and
- (c) *thirdly*, in payment of any surplus to the Chargor or other person entitled to it

16.2 Contingencies

If the Mortgage Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Trustee or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account

16.3 Appropriation and suspense account

- (a) Subject to the Inter-creditor Deed and clause 16.1 (*Application*), the Security Trustee shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine
- (b) Any such appropriation shall override any appropriation by the Chargor
- (c) All monies received, recovered or realised by the Security Trustee under or in connection with this Deed may at the discretion of the Security Trustee be credited to a separate interest-bearing suspense account for so long as the Security Trustee determines without the Security Trustee having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would clear all Secured Obligations in full

17. SET-OFF

17.1 Set-off rights

- (a) The Security Trustee and each other Secured Party may (but shall not be obliged to), at any time following the service of a Default Notice pursuant to and in accordance with the terms of the Loan Note Instrument, set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Trustee or such other Secured Party by the Chargor) against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after the Mortgage Security has become enforceable (and in addition to its rights under clause 17.1(a)), the Security Trustee and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (c) If the obligations are in different currencies, the Security Trustee or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off
- (d) If either obligation is unliquidated or unascertained, the Security Trustee or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

17.2 Time deposits

Without prejudice to clause 17.1 (*Set-off*), if any time deposit matures on any account which the Chargor has with the Security Trustee or any other Secured Party at a time within the Security Period when

- (a) this Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Trustee or such other Secured Party in its absolute discretion considers appropriate unless the Security Trustee or such other Secured Party otherwise agrees in writing

18 DELEGATION

Each of the Security Trustee and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

19. FURTHER ASSURANCES

19.1 Further action

The Chargor shall, at its own expense, immediately do all acts and execute all documents as the Security Trustee or a Receiver may reasonably specify (and in such form as the Security Trustee or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Mortgage Security intended to be created by this Deed, and
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Trustee, any other Secured Party, or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Trustee or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed

This includes

- (i) the re-execution of this Deed,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Trustee or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Trustee may think expedient

19.2 Finance Documents

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Finance Documents

19.3 Specific security

Without prejudice to the generality of clause 19.1 (*Further action*), the Chargor will immediately upon request by the Security Trustee execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*))

20. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any Delegate to be its attorney at any time following the service of a Default Notice pursuant to and in accordance with the terms of the Loan Note Instrument to take any action which the Chargor is obliged to take under this Deed, including under clause 19 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

20.1 Payments

Subject to clause 20.2 (*Gross-up*), all payments to be made by the Chargor in respect of this Deed shall be made

- (a) in immediately available funds to the credit of such account as the Security Trustee may designate, and
- (b) without (and free and clear of, and without any deduction for, or on account of)
 - (i) any set-off or counterclaim, or
 - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax

20.2 Gross-up

If the Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Security Trustee or any other Secured Party, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Security Trustee or such other Secured Party of a net amount equal to the full amount expressed to be payable under this Deed.

21. CURRENCY CONVERSION

All monies received or held by the Security Trustee or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Trustee or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's Spot Rate of Exchange.

22. CHANGES TO THE PARTIES

22.1 Charging Companies

The Chargor may not assign any of its rights or obligations under this Deed.

22.2 Security Trustee

The Security Trustee may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Trustee in accordance with the Inter-creditor Deed. The Chargor shall, immediately upon being requested to do so by the Security Trustee, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

23. MISCELLANEOUS

23.1 Protective clauses

The Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of the Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Security or any surety liability of the Chargor (whether or not known to it or to any Secured Party)

24. NOTICES

24.1 Communications in writing

Any communication to be made under, or in connection with, this Deed shall be made in writing and, unless otherwise stated, may be made by letter (but not by fax or email)

24.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is

- (a) in the case of the Chargor, that identified with its name below, and
- (b) in the case of the Security Trustee, that identified with its name below,

or any substitute address or department or officer as the Chargor or the Security Trustee may notify to the other Party by not less than five Business Days' notice

24.3 Delivery

- (a) Subject to clause 24.3(b), any communication or document made or delivered by one Party to another under, or in connection with, this Deed will only be effective, if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under clause 24.2 (*Addresses*), if addressed to that department or officer
- (b) Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified with the signature of the Security Trustee below (or any substitute department or officer as the Security Trustee shall specify for this purpose)

24.4 No deemed notice to Security Trustee

Any notice to the Security Trustee shall be deemed to have been given only on actual receipt by the Security Trustee

25. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party or the Security Trustee specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) is in the absence of manifest error, conclusive evidence against the Chargor of the matters to which it relates

26. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

27. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Trustee (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law

28. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Security Trustee and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Security Trustee so agrees in writing. A waiver given or consent granted by the Security Trustee under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

29. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed

30. RELEASE

30.1 Release

On the expiry of the Security Period (but not otherwise) the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security

30.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

31 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

32. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) This clause 32 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

IN WITNESS of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Security Trustee and has been delivered on the first date specified on page 1 of this Deed by the Chargor

SCHEDULE 1: DETAILS OF SECURITY ASSETS

Part 1: Chattels

Chattels comprising the Gas Manufacturing Plant at Albury Site, Albury, Guildford GU5 9BW including but not limited to

System	Asset Description	Manufacturer	Manufacturer Part Number/Model	Serial Number (Name Plate)
Flares	Flare 01	Bekaert		BCT CEB 800 006
Flares	Flare 02	Bekaert		BCT CEB 800 007
Flares	Flare 03	Bekaert		BCT CEB 800 008
Flares	Blower 01 (Duty)	Fans and Blowers	366TSGX	BN436
Flares	Blower 02 (Standby)	Fans and Blowers	366TSGX	BN355
Sulfatreat	Sulfatreat Vessel 01	Dynamic Engineering (PTY) Ltd		4799-1
Sulfatreat	Sulfatreat Vessel 02	Dynamic Engineering (PTY) Ltd		4799-2
Sulfatreat	BT-01 Vessel	Abbott		49837
Sulfatreat	BT-02 Vessel	Abbott		49780
Methane Compressors	Comp 1 Motor	ABB		0620-010646095
Methane Compressors	Comp 1	Comp Air	VMHD1000	N310322
Methane Compressors	Comp 2 Motor	ABB		0619-010645386
Methane Compressors	Comp 2	Comp Air	VMHD1000	N310323

System	Asset Description	Manufacturer	Manufacturer Part Number/Model	Serial Number (Name Plate)
Driers		Thermtron		Project No - T 900 141
Driers	Vessel VP1021A	Thermtron		802/1
Driers	Vessel VP1021B	Thermtron		802/2
Driers	Vessel VP1021C	Thermtron		802/3
Driers	Vessel VP1021D	Thermtron		802/4
Membranes		Thermtron		Project No - T 900 141
Membranes	Vessel VM1130A	Thermtron		804/1
Membranes	Vessel VM1130B	Thermtron		804/2
Membranes	Vessel VM1130C	Thermtron		804/3
Membranes	Vessel VM1130D	Thermtron		804/4
Membranes	Vessel VP1120A	Thermtron		802/5
Membranes	Vessel VP1120B	Thermtron		802/6
Nitrogen Removal	Recycle Compressor	HydroVane	837AEHX09-NSP1778	837-900161-0611
Nitrogen Removal	Vac Pump Motor	Rotor	5RN315S04A0	FIRT-V06 035433/033037
Nitrogen Removal	Vacuum Pump	Nash	XL350/7	Test No 06D 0850
Nitrogen Removal	Nitrogen Adsorption	Abbott		523259

System	Asset Description	Manufacturer	Manufacturer Part Number/Model	Serial Number (Name Plate)
	Vessel V31			
Nitrogen Removal	Nitrogen Adsorption Vessel V32	Abbott		523260
Nitrogen Removal	Nitrogen Adsorption Vessel V33	Abbott		523261
Nitrogen Removal	Nitrogen Adsorption Vessel V34	Abbott		523262
Nitrogen Removal	Purge Tank V304	Abbott		49825
Nitrogen Removal	Repressurisation Tank V501A	Abbott		49806
Nitrogen Removal	Repressurisation Tank V501B	Abbott		49809
Nitrogen Removal	Equalisation Tank V303A	Abbott		49807
Nitrogen Removal	Equalisation Tank V303B	Abbott		49808
Refrigeration Compressor	Refrigeration Package	Johnson Controls	Motor/Comp	PMRM 480 2831
Refrigeration	Cold Box	MetalCraft		35096
Refrigeration	Cold Box	Sumitomo Precision Products		4373
LNG Storage	Methane Storage	Cryolor		350535

System	Asset Description	Manufacturer	Manufacturer Part Number/Model	Serial Number (Name Plate)
	Vessel T85A			
LNG Storage	Methane Storage Vessel T85B	Cryolor		350536
LNG Storage	Methane Storage Vessel T85C	Cryolor		350537
Cooling System	Adiabatic Spray Water Treatment	Searle	216-822-312	207259
Cooling System	Evap 90	BAC	VXC-S 328R	B0611182
Tanker Filling	Weightbridge	Weightron Bilanciai	D800	T072800091
Gas Engine	Gas Engine	Cummins	QSU91	66302348
Diesel Generator	Generator	Power Electrics	NA V02	FGWNAV02VF0B01267

Part 2 Authorised Location

Gasrec Biomethane Plant, Albury Landfill Site, Albury, Guildford GU5 9BW

SCHEDULE 2 FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To [Insert name and address of insurer]

Dated [◆]] 20[◆]

Dear Sirs

[DESCRIBE INSURANCE POLICIES] DATED [◆]] 20[◆] BETWEEN (1) YOU AND (2) [◆]] (THE "CHARGOR")

- 1 We give notice that, by a chattel mortgage dated [◆]] 20[◆] (the "Mortgage"), we have [assigned] to [◆]] (the "Security Trustee") as Security Trustee for certain banks and others (as referred to in the Mortgage) all our present and future right, title and interest in and to the Policies (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies
- 2 We irrevocably authorise and instruct you from time to time
 - (a) to disclose to the Security Trustee at our expense without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Security Trustee may from time to time request,
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Trustee,
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Trustee from time to time,
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Mortgage, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Security Trustee (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction), and
 - (e) to send copies of all notices and other information given or received under the Policies to the Security Trustee
- 3 [We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Security Trustee's interest as loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above]
- 4 We are not permitted to receive from you, otherwise than through the Security Trustee, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Security Trustee
- 5 This notice may only be revoked or amended with the prior written consent of the Security Trustee

- 6 Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that you agree to the above and that
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
 - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Trustee promptly if you should do so in future,
 - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Security Trustee, and
 - (d) [you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Security Trustee][If you make any attempt to terminate or amend the Policies, you will liaise with and notify the Security Trustee and not us]
- 7 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To [◆]
as Security Trustee
[ADDRESS]

Copy to [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph 6 in the above notice

for and on behalf of
[Name of relevant insurer]

Dated [◆] 20[◆]

EXECUTION PAGE

THE CHARGOR



Executed as a deed, but not delivered until the)
first date specified on page 1, by GASREC)
LIMITED acting by)

Director

Witness signature

Witness name

Witness address



Simon Carter
5 Seaburne Lane
Pound Hill, Bournemouth
W. Sussex BH10 3SA

Address: One America Square
Crosswall, London
EC3N 2SG

Attention: James Ingall

THE SECURITY TRUSTEE

Signed by _____ for)
and on behalf of M E. ZUKERMAN GAS)
FUELS L.P.)

Signature _____

Address: 555 Madison Avenue
12th Floor
New York, NY 10022

Attention: Joshua Cender

EXECUTION PAGE

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1, by GASREC)
LIMITED acting by)

Director _____

Witness signature _____

Witness name _____

Witness address _____

Address: One America Square
Crosswall, London
EC3N 2SG

Attention: James Ingall

THE SECURITY TRUSTEE

Signed by JOSHUA F CENDER for)
and on behalf of M.E. ZUKERMAN GAS)
FUELS L.P.)

Signature _____

Address: 555 Madison Avenue
12th Floor
New York, NY 10022

Attention: Joshua Cender

V.P., M.E. ZUKERMAN
ENERGY INVESTMENTS INC.
AS GENERAL PARTNER