



**Registration of a Charge**

Company name: **AIRVOLUTION ENERGY LIMITED**

Company number: **07070240**



X5FY2B88

Received for Electronic Filing: **20/09/2016**

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**Details of Charge**

Date of creation: **13/09/2016**

Charge code: **0707 0240 0011**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**GORDON HAY FOR AND ON BEHALF OF CMS CAMERON  
MCKENNA LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7070240

Charge code: 0707 0240 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2016 and created by AIRVOLUTION ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2016 .

Given at Companies House, Cardiff on 21st September 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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**SHARE CHARGE**

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Between

**AIRVOLUTION ENERGY LIMITED**  
(as Chargor)

and

**SANTANDER UK PLC**  
(as Security Trustee)

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CMS Cameron McKenna LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh  
EH1 2EN  
T +44 131 228 8000  
F +44 131 228 8888

Ref: 0X9807.00183

THIS SHARE CHARGE IS MADE ON 13 SEPTEMBER 2016

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.

**SHARE CHARGE BY:**

- (1) **AIRVOLUTION ENERGY LIMITED** a company incorporated in England and Wales under the Companies Acts (registered number 07070240) whose registered office as at the date of this Share Charge is at Palladium House, 1-4 Argyll Street, London, W1F 7TA, (the "**Chargor**")

in favour of

- (2) **SANTANDER UK PLC** a company incorporated in England and Wales under the Companies Acts (registered number 02294747) and having its registered office at the date of this Share Charge at 2 Triton Square, Regents Place, London NW1 3AN as security trustee for itself and each of the other Secured Parties (in this capacity together with its successors and assignees in this capacity from time to time, the "**Security Trustee**").

**CONSIDERING THAT:**

- (A) In consideration of the Lender agreeing to enter into the Facilities Agreement and agreeing to provide the facilities referred to therein to the Company and the provision of other services by the Finance Parties, the Chargor has agreed to enter into this Share Charge and grant the security hereby constituted.
- (B) This Share Charge is the Share Charge referred to in the Facilities Agreement.
- (C) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Share Charge is in the interests of the Chargor and has passed a resolution to that effect.

**IT IS AGREED** as follows:

**1. DEFINITIONS**

In this Share Charge (including within the party details and recitals) terms defined in the Facilities Agreement (as defined below) have the same meaning when used in this Share Charge (unless otherwise specified) and each of the following expressions has, except so far as the context otherwise requires, the meaning shown opposite it:

- 1.1 "**Charged Assets**" means the Shares and all Related Rights;
- 1.2 "**Company**" means Airvolution Energy (Kinagar) Limited a company incorporated in England and Wales under the Companies Act 2006 (registered number 08432802);
- 1.3 "**Default Rate**" means the rate applicable under Clause 9.3 (*Default Interest*) of the Facilities Agreement;
- 1.4 "**Delegate**" any person appointed by the Security Trustee or any Receiver pursuant to Clauses 14.2 to 14.4 (*Delegation*) and/or any Receiver;
- 1.5 "**Expenses**" all costs (including legal fees), charges, expenses and damages properly sustained or incurred by the Secured Parties at any time in connection with the Charged Assets or the Secured Liabilities or in taking, holding or perfecting this Share Charge or in protecting, preserving, defending or enforcing the security constituted by this Share Charge or in exercising any rights, powers or remedies provided by or pursuant to this Share Charge (including any

- right or power to make payments on behalf of the Chargor under the terms of this Share Charge) or by law in each case on a full indemnity basis;
- 1.6 “**Facilities Agreement**” means the facilities agreement entered into on or around the date of this Share Charge between the Company and Santander UK plc in various capacities;
  - 1.7 “**Financial Collateral**” has the meaning given to that term in the Financial Collateral Regulations;
  - 1.8 “**Financial Collateral Regulations**” means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI2006 No 3226);
  - 1.9 “**Insolvency Act**” means the Insolvency Act 1986;
  - 1.10 “**LPA**” means the Law of Property Act 1925;
  - 1.11 “**Party**” means a party to this Share Charge;
  - 1.12 “**Related Rights**” means all stocks, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income thereon or therefrom) which may at any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or otherwise in respect of or derived from any of the Shares or any derivatives thereof including the proceeds of any sale of any of the Shares;
  - 1.13 “**Secured Liabilities**” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to any Secured Party under the Finance Documents (including this Share Charge), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 3.2 (*Interest*);
  - 1.14 “**Secured Party**” means a Finance Party and any Delegate; and
  - 1.15 “**Shares**” means all shares, in the capital of the Company from time to time legally and beneficially owned by the Chargor from time to time together with all other stocks, shares and securities of the Company held from time to time by or for the Chargor including, without limitation, the shares specified in Schedule 1.
- 2. INTERPRETATION**
- 2.1 The provisions of Clause 2 (*Interpretation*) of the Facilities Agreement apply to this Share Charge as though they were set out in full in this Share Charge and as if references to “this Agreement” were to “this Share Charge”.
  - 2.2 Any reference in this Share Charge to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
    - 2.2.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
    - 2.2.2 any additional, further or substituted facility to or for such facility is provided;
    - 2.2.3 any rate of interest, commission or fees or relevant purpose is changed;

- 2.2.4 the identity of the parties is changed;
  - 2.2.5 the identity of the providers of any security is changed;
  - 2.2.6 there is an increased or additional liability on the part of any person; or
  - 2.2.7 a new agreement is effectively created or deemed to be created.
- 2.3 It is intended that this Share Charge shall take effect as and be a deed of the Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 2.4 Any change in the constitution of a Secured Party or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Share Charge.

#### ***Third Party Rights***

- 2.5 Unless expressly provided to the contrary in this Share Charge, 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 Share Charge.

### **3. UNDERTAKING TO PAY**

#### ***Covenant to Pay***

- 3.1 Subject to Clause 3.3, the Chargor undertakes that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due for payment or discharge (whether by acceleration or otherwise).

#### ***Interest***

- 3.2 If the Chargor fails to pay any amount under this Share Charge when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from time to time from the due date until the date such amount is irrevocably and unconditionally paid in full to the Security Trustee.

#### ***Limited Recourse***

- 3.3 The recourse of the Secured Parties to the Chargor under this Share Charge shall be limited entirely to the Chargor's interest to the Charged Assets and/or any proceeds of sale of the Chargor's interests in the Charged Assets.

### **4. CHARGE**

- 4.1 The Chargor as security for the payment and discharge of all the Secured Liabilities hereby charges in favour of the Security Trustee by way of first fixed charge all of its present and future right, title, interest and benefit in and to the Charged Assets.
- 4.2 The Security Trustee hereby acknowledges that, notwithstanding any transfer or delivery to it or its nominee ex facie absolutely of the Charged Assets and any registration of the Charged Assets in the name of the Security Trustee or any person holding to the order of the Security Trustee or the custody thereof by the Security Trustee or any such person, the Charged Assets are and shall truly be held by it as security for the payment and discharge of the Secured Liabilities on the terms and conditions of this Share Charge.

## **5. PERFECTION**

### ***Deposit of Documents of Title***

- 5.1 The Chargor shall immediately on its execution of this Share Charge deliver to the Security Trustee:
- 5.1.1 all original stock and share certificates and other documents of title or evidence of ownership from time to time relating to any Charged Assets; and
  - 5.1.2 all stock transfer forms (with the name of the transferee, the consideration and the date left blank) and such other documents, in each case duly completed and executed by or on behalf of the Chargor, as the Security Trustee may from time to time request in order to enable the Security Trustee or any of its nominees or any purchaser or transferee to be registered as the owner of or otherwise obtain a legal title to or to perfect its security over any Charged Assets, to the intent that the Security Trustee may at any time, without notice to the Chargor, complete and present such stock transfer forms and other documents for registration.

### ***Custody***

- 5.2 The Security Trustee shall be entitled to provide for the safe custody by third parties of all stock and share certificates and other documents of title relating to the Charged Assets which is deposited from time to time with it or any of its nominees and the Security Trustee shall not be responsible for any loss of or damage to any such documents of title.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1 The Chargor represents and warrants to the Security Trustee that:
- 6.1.1 it is the sole legal and beneficial owner of and has full right and title to the shares of the Company carrying the right to vote;
  - 6.1.2 there are no restrictions on the sale or transfer of all or any of the Shares under the articles of association of the Company or otherwise, including (but not limited to) any rights of first refusal, pre-emption rights, requirements for consent or any rights restricting or affecting the voting rights on or the disposal of any of the Shares;
  - 6.1.3 the Shares are fully paid up and validly allotted and none of the Shares are subject to any option to purchase or similar rights;
  - 6.1.4 the shares specified at Schedule 1 represent the entire issued share capital of the Company as at the date of this Share Charge;
  - 6.1.5 the Charged Assets are not subject to any Encumbrance.
  - 6.1.6 it has not sold, transferred, assigned, charged or otherwise disposed of or encumbered or agreed to sell, transfer, assign, pledge, charge or dispose of or otherwise encumber, including by way of trust agreement, declaration of trust or trust arising by operation of law all or any of its right, title and interest in and to all or any part of the Charged Assets to anyone other than the Security Trustee;
  - 6.1.7 it has the necessary power and authority to enter into and perform its obligations under this Share Charge;
  - 6.1.8 subject to the Reservations, this Share Charge constitutes its legal, valid, binding and enforceable obligations and shall, on registration of the transfer of Shares in the

register of members of the Company pursuant to this Share Charge, constitute a first ranking legal mortgage over the Shares in accordance with its terms; and

6.1.9 this Share Charge does not conflict with or result in a breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound.

6.2 The representations and warranties in Clause 6.1 shall be deemed to be given by the Chargor on the date of this Share Charge and shall be deemed to be repeated on each Utilisation Date and on the first day of each Interest Period until all the Secured Liabilities have been irrevocably and unconditionally repaid and discharged in full as if made with reference to the facts and circumstances existing on each such day.

## **7. UNDERTAKINGS**

7.1 The Chargor hereby undertakes to the Security Trustee that it shall:

7.1.1 duly and promptly pay all calls, instalments and other monies which may from time to time become due in respect of any of the Charged Assets, it being acknowledged by the Chargor that the Security Trustee shall not in any circumstances incur any liability whatsoever in respect of any such calls, instalments or other monies;

7.1.2 comply in all respects with the constitutional documents (including the memorandum and articles of association) of the Company;

7.1.3 if and when directed by the Security Trustee, grant in its favour (or as the Security Trustee shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as the Security Trustee may require;

7.1.4 promptly notify the Security Trustee of the allotment or issue of any shares in the capital of the Company to any person after the date of this Share Charge; and

7.1.5 promptly upon request by the Security Trustee deposit all deeds, documents of title and certificates relating to the Charged Assets or any part of them with the Security Trustee.

7.2 The Chargor hereby undertakes to the Security Trustee that it shall not (without the prior written consent of the Security Trustee or as otherwise permitted by the Facilities Agreement):

7.2.1 create or permit to subsist any Encumbrance (other than in favour of the Security Trustee) on or over the Charged Assets or any thereof or interest therein;

7.2.2 sell, transfer or otherwise dispose of the Charged Assets or any part thereof or interest therein or attempt or agree so to do;

7.2.3 permit the Company to:

7.2.3.1 cancel, increase or issue or agree to issue or put under option or agree to put under option any share capital or obligation now or hereafter convertible into or exchangeable for share capital of the Company of any class or call any uncalled capital;

7.2.3.2 make any alteration to, grant any rights in relation to or otherwise re-organise or redeem or purchase or reduce the share capital or reserves of the Company in any way or enter into any composition or arrangement with its creditors or any class of creditors of the Company;

- 7.2.4 permit any person to be registered as the holder of all or any of the Shares (other than the Security Trustee or its nominee);
- 7.2.5 exercise (or purport to exercise) any voting rights in respect of the Shares in any way which may have an adverse effect on the value of the Charged Assets (or any of them) or the ability of the Security Trustee to enforce this Share Charge, including the amendment of the articles of association of the Company; or
- 7.2.6 do or cause or, in so far as the Chargor has rights in that regard, permit to be done anything which may reasonably be expected to in any way depreciate or jeopardise the value of any of the Charged Assets.

## **8. DIVIDENDS AND VOTING RIGHTS**

### ***Before Enforcement***

- 8.1 At any time before the security constituted by this Share Charge has become enforceable the Chargor shall be entitled to:
  - 8.1.1 receive all dividends declared, paid or payable in respect of the Charged Assets and, if any of the same are paid or payable to the Security Trustee or any of its nominees, the Security Trustee will hold all such dividends, interest and other money received by it for the account of the Chargor and will pay such money to the Chargor on request subject always to the terms of the Facilities Agreement; and
  - 8.1.2 exercise all voting rights in respect of the Shares (provided that such voting rights shall not be exercised in a manner which may have an adverse effect on the value of the Charged Assets (or any of them) or the ability of the Security Trustee to enforce this Share Charge or conflict with any provision of the Facilities Agreement) and the Security Trustee and any nominee of the Security Trustee in whose name the Shares are registered shall execute a form of proxy and any other document as may reasonably be required by the Chargor to do so.

### ***After Enforcement***

- 8.2 Upon the security created by or pursuant to this Share Charge becoming enforceable as provided by Clause 9 the Security Trustee may at its discretion (in the name of the Chargor or otherwise and without further consent or authority from the Chargor and irrespective of any direction given by the Chargor):
  - 8.2.1 apply all dividends, distributions, interest and other payments payable, paid or made in respect of the Charged Assets in accordance with Clause 13 (*Application of Enforcement Proceeds*) and, if any of the same are paid or payable to the Chargor, the Chargor shall hold all such dividends, interest or other payments on trust for the Security Trustee and pay the same immediately to the Security Trustee or as it may direct to be applied in accordance with that Clause;
  - 8.2.2 exercise or direct the exercise (or refrain from exercising) all voting and other rights and powers in respect of the Charged Assets (and the Chargor shall comply or procure compliance with any directions of the Security Trustee in respect of the exercise of those voting and other rights and powers and shall (and shall procure that any of its nominees shall) accept short notice for and attend any meeting of the holders of any shares in the Company and shall promptly execute and/or deliver to the Security

Trustee such forms of proxy as the Security Trustee requires with a view to enabling such person as it selects to exercise those voting and other rights and powers;

8.2.3 if not already so transferred, transfer the Charged Assets into the name of, or (as applicable) into an account in the name of, the Security Trustee or any of its nominees; and

8.2.4 in addition to any other power created under this Share Charge, exercise or direct the exercise of (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Charged Assets and, except as expressly provided for in this Share Charge, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in Section 3 of the Trustee Act 2000, provided that the duty of care in Section 1(1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Security Trustee or any of its nominees in respect of securities or property subject to a trust.

## **9. ENFORCEMENT**

9.1 The security constituted by this Share Charge shall become enforceable and the power of sale and other powers conferred by Section 101 of the LPA, as varied or extended by this Share Charge, shall be immediately exercisable upon and at any time after an Event of Default has occurred.

9.2 After the security constituted by this Share Charge has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Assets. The Security Trustee shall not be under any duty to maximise the proceeds arising from the Charged Assets.

### ***Right of Appropriation***

9.3 To the extent that the Charged Assets constitute Financial Collateral, the Security Trustee shall have the right, at any time after the security constituted by this Share Charge has become enforceable, to appropriate all or any part of such Financial Collateral in or towards the discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any Charged Assets constituting Financial Collateral shall be the market price of such Charged Assets determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation.

## **10. EXTENSION AND VARIATION OF THE LPA**

10.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Share Charge.

10.2 Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Share Charge.

10.3 Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

## **11. APPOINTMENT OF RECEIVER**

- 11.1 At any time after the security constituted by this Share Charge has become enforceable or if the Chargor so requests the Security Trustee in writing (in which case the security constituted by this Share Charge shall become immediately enforceable), the Security Trustee may, without prior notice to the Chargor, appoint free from the restrictions imposed by Section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part of parts of the Charged Assets in like manner in every respect as if the Security Trustee had become entitled under the LPA to exercise the power of sale conferred under the LPA.

### ***Removal***

- 11.2 The Security Trustee may by writing under its hand (or by an application to the court where required by law):
- 11.2.1.1 remove any Receiver appointed by it; and
  - 11.2.1.2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

### ***Capacity of Receiver***

- 11.3 Each Receiver shall be deemed to be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.

### ***Remuneration of Receiver***

- 11.4 The Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by Section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Share Charge, which shall be due and payable immediately upon its being paid by the Security Trustee.

## **12. POWERS OF RECEIVER**

### ***General***

- 12.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 12 in addition to those conferred by law.

### ***Specific Powers***

- 12.2 Each Receiver shall have the following powers (and every reference in this Clause 12.2 to the "Charged Assets" shall be read as a reference to that part or parts of the Charged Assets in respect of which that Receiver was appointed):
- 12.2.1 power to take immediate possession of, get in and collect any Charged Assets;
  - 12.2.2 power to sell, exchange, convert into money and realise any Charged Assets by public auction or private contract and generally in any manner and on any terms as he thinks fit;
  - 12.2.3 power to exercise all voting and other rights and powers in respect of any Charged Assets;
  - 12.2.4 power to appoint and discharge managers, officers, agents and others for the purposes of this Share Charge upon such terms as to remuneration or otherwise as he thinks fit

and power to discharge any such persons appointed by the Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the Chargor on demand;

- 12.2.5 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Charged Assets either in priority to the security constituted by this Share Charge or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 12.2.6 power to exercise in relation to any Charged Assets all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 12.2.7 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Share Charge; and
- 12.2.8 power to exercise any of the above powers in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor.

#### *Security Trustee's Powers*

- 12.3 To the fullest extent permitted by law, any right, power or discretion conferred by this Share Charge (either expressly or impliedly) upon a Receiver may after the security constituted by this Share Charge has become enforceable be exercised by the Security Trustee in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

### **13. APPLICATION OF ENFORCEMENT PROCEEDS**

- 13.1 All monies received or recovered by the Security Trustee or any Delegate pursuant to this Share Charge, after the security constituted by this Share Charge has become enforceable, shall be applied in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from the Chargor):
  - 13.1.1 in or towards payments of all costs, charges and expenses incurred by the Security Trustee under or in connection with the enforcement of this Share Charge;
  - 13.1.2 in or towards payment of all other Expenses;
  - 13.1.3 in or towards satisfaction of the Secured Liabilities or such part of them as is then due and payable in such order as the Security Trustee may select; and
  - 13.1.4 any surplus shall be paid to the Chargor or any other person entitled thereto.

This Clause is subject to the payment of any claims having priority over this Share Charge.

- 13.2 Nothing contained in this Share Charge shall limit the right of the Secured Parties (and the Chargor acknowledges that the Secured Parties are so entitled) if and for so long as the Security Trustee or the Secured Parties, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of this Share Charge into a suspense account without any obligation to apply the same or any part thereof in or towards discharge of any of the Secured Liabilities.

## **14. DISCRETIONS AND DELEGATION**

### ***Discretion***

- 14.1 Any liberty or power which may be exercised or any determination which may be made under this Share Charge by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

### ***Delegation***

- 14.2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Share Charge (including the power of attorney).
- 14.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit.
- 14.4 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

## **15. POWER OF ATTORNEY**

- 15.1 The Chargor hereby irrevocably appoints the Security Trustee and any person nominated in writing under the hand of any officer of the Security Trustee, including a Receiver or any administrator, severally to be the Chargor's attorney for the Chargor and on the Chargor's behalf and in the Chargor's name:
- 15.1.1 to execute and do all acts and things which the Chargor is obliged to do (but has failed to do) by the terms of this Share Charge; and
- 15.1.2 generally to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Share Charge and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act necessary or appropriate for such purposes.
- 15.2 The Chargor hereby ratifies and confirms whatever any attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 15.

## **16. CONTINUING SECURITY**

- 16.1 This Share Charge is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.
- 16.2 If any discharge (whether in respect of the obligation of the Security Trustee or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargor under this Share Charge will continue or be reinstated as if the discharge or arrangement had not occurred.

## **17. PROTECTION OF SECURITY**

- 17.1 This security shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the Security Trustee or any other Secured

Party or judgement or order obtained for all or any part of the monies hereby secured nor shall such collateral or other security judgement or order or any lien to which the Security Trustee or any other Secured Party may be otherwise entitled (whether prior or subsequent to the date of these presents) or the liability of any person or persons not parties hereto for all or any part of the monies hereby secured be in any way prejudiced or affected by this security.

- 17.2 No failure on the part of the Security Trustee or any other Secured Party to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Share Charge or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Share Charge and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 17.3 Each of the provisions in this Share Charge shall be severable and distinct from one another and, if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Share Charge shall not in any way be affected or impaired thereby.
- 17.4 If the Security Trustee receives or is deemed to be affected by notice whether actual or constructive of any subsequent security or other interest affecting any part of the Charged Assets and/or the proceeds of sales thereof, the Security Trustee may open a new account or accounts in respect thereof. If the Security Trustee does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Security Trustee or such other Secured Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Share Charge is security.
- 17.5 Neither the security created by, nor any security interest constituted pursuant to, this Share Charge nor the rights, powers, discretions and remedies conferred upon the Security Trustee or any other Secured Party by this Share Charge or by law shall be discharged, impaired or otherwise affected by reason of:
- 17.5.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Security Trustee or any other Secured Party being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever, or by the Security Trustee or any other Secured Party from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
- 17.5.2 the Security Trustee or any other Secured Party compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or
- 17.5.3 any act or omission which would not have discharged or affected the liability of the Chargor had he been a principal debtor instead of cautioner or by any act or omission which, but for this provision, might operate to exonerate the Chargor, as the case may be, from the Secured Liabilities; or

- 17.5.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.
- 17.6 No Secured Party shall be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Share Charge or by law, to:
- 17.6.1 take any action or obtain judgement or decree in any Court against the Chargor or any other person;
- 17.6.2 make or file any claim to rank in a bankruptcy, winding-up or liquidation of the Chargor or any other person; or
- 17.6.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Chargor under the Facilities Agreement or any of the other Finance Documents.
- 17.7 Until all claims of the Secured Parties in respect of the Secured Liabilities have been irrevocably and unconditionally discharged in full the Chargor shall not be entitled to participate in any security held by the Security Trustee and each other Secured Party or money received by the Security Trustee in respect of the Secured Liabilities.
- 18. FURTHER ASSURANCE**
- 18.1 The Chargor shall, at its own expense, take whatever action the Security Trustee reasonably requires for:
- 18.1.1 creating, perfecting or protecting any security intended to be created by or pursuant to this Share Charge;
- 18.1.2 facilitating the realisation of any Charged Assets; or
- 18.1.3 facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any other Secured Party or any of their respective delegates or sub-delegates in respect of any Charged Assets.
- 18.2 The action the Security Trustee may require pursuant to Clause 18.1 includes:
- 18.2.1 the re-execution of this Share Charge;
- 18.2.2 the execution of any legal mortgage, charge, standard security, transfer, conveyance, assignment, assignation or assurance or other fixed security of any property, whether to the Security Trustee or to its nominee; and
- 18.2.3 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.

***Implied Covenants for Title***

- 18.3 Each of the charges granted by the Chargor under this Share Charge are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a) and Section 3 of that Act shall extend to the Chargor without, in each case, the benefit of Section 6(2) of that Act.

**19. COSTS AND EXPENSES**

The Chargor shall pay or reimburse to the Security Trustee on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) reasonably incurred or to be incurred by the Security Trustee in the creation, registration, perfection, amendment, discharge

and/or assignment of this Share Charge and all costs, charges and expenses (including legal fees) properly incurred or to be incurred by the Security Trustee in the enforcement of this Shares Charge (including, without limitation, the costs of any proceedings in relation to this Share Charge or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

**20. INDEMNITY**

The Security Trustee, each other Secured Party and every attorney, manager, agent or other person appointed by the Security Trustee in connection with this Share Charge shall be entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses incurred by it in the execution or purported execution of any of the powers, authorities or discretions vested in it pursuant to this Share Charge and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Security Trustee may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Share Charge, except to the extent caused by the gross negligence, fraud or wilful default of the Security Trustee or that Secured Party.

**21. AVOIDANCE OF PAYMENTS**

Any amount which has been paid by the Chargor to the Security Trustee and which is, in the opinion of the Security Trustee, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Chargor shall not be regarded as having been irrevocably and unconditionally paid for the purposes of this Share Charge.

**22. NOTICES**

22.1 All notices, consents, approvals and communications to be provided under this Share Charge (each a "Notice") shall, unless otherwise specified, be in writing and the words "notify", "consent", "approval" and "communicate" shall be construed accordingly.

22.2 Each Notice to the Security Trustee shall be given in accordance with Clause 30 of the Facilities Agreement.

22.3 Each Notice to the Chargor shall be addressed as below:

Address: Palladium House, 1-4 Argyll Street, London, W1F 7TA

For the attention of: Richard Mardon, Chief Executive Officer

or such other address as the Chargor may notify to the Security Trustee in writing by not less than 5 Business Days' notice accordance with Clause 30 of the Facilities Agreement,

**23. THIRD PARTIES**

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Security Trustee to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power.

**24. NO LIABILITY AS MORTGAGEE IN POSSESSION**

*No Liability*

24.1 Neither the Security Trustee nor any Delegate shall in any circumstances (either by reason of taking possession of any Charged Assets or for any other reason and whether as mortgagee in

possession or on any other basis) be liable to account to the Chargor for anything, except actual receipts, or be liable to the Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Assets or from any act, default or omission of the Security Trustee or any Delegate or any of their respective officers, agents, employees or nominees in relation to the Charged Assets or from any exercise or purported exercise or non-exercise by the Security Trustee or any Delegate of any power, authority or discretion provided by or pursuant to this Share Charge or by law or for any other loss of any nature whatsoever in connection with the Charged Assets or the Finance Documents or this Share Charge.

## **25. COMBINATION OF ACCOUNTS**

Following an Event of Default the Security Trustee may without notice to the Chargor combine, consolidate or merge all or any of the Chargor's accounts with, and liabilities which are due but unpaid to, the Security Trustee and may set off or transfer any sum standing to the credit of any such accounts in or towards satisfaction of any of the Secured Liabilities which are due to the Security Trustee but unpaid, and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency and the Security Trustee is hereby authorised to effect any necessary conversions at the Security Trustee's own rate of exchange then prevailing.

## **26. FURTHER PROVISIONS**

- 26.1 Any certificate by the Security Trustee as to the amount of the Secured Liabilities or any part thereof shall be conclusive and binding upon the Chargor if signed by an officer of the Security Trustee, save in the case of any manifest error.
- 26.2 Each of the provisions of this Share Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable with respect to the Chargor the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 26.3 The Chargor agrees to be bound by this Share Charge notwithstanding that the security hereby created may be determined or may be or become invalid or enforceable against the Chargor whether or not the deficiency is known to the Security Trustee.
- 26.4 Subject to Clause 5.2, the Security Trustee will return to the Chargor any share certificates and/or stock transfer forms it holds relating to the Charged Assets once all Secured Liabilities have been irrevocably and unconditionally repaid and discharged in full or as otherwise agreed in writing between the Security Trustee and Chargor, from time to time.

## **27. ASSIGNMENT**

- 27.1 The Security Trustee and each other Secured Party may transfer or assign all or any part of its rights and benefits under this Share Charge and any deed or document entered into in relation hereto, to any person in accordance with the Finance Documents.
- 27.2 The Chargor hereby:
  - 27.2.1 consents to any such transfer, assignation or dealing and agrees that upon any transfer, assignation or dealing it shall be bound to such person (to the extent of such transfer assignation or dealing) in like manner and to like extent as it is bound to the Security Trustee under this Share Charge (and the security hereby created) and every reference to the Security Trustee shall be construed as including such persons; and

27.2.2 consents to the Security Trustee and each other Secured Party passing to such person or other party interested in this Share Charge any information and documents which have been or will be provided relating to the Charged Assets or the Chargor.

## **28. GOVERNING LAW**

This Share Charge shall be governed by, and construed in all respects in accordance with, the law of England and Wales.

## **29. JURISDICTION**

- 29.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Share Charge (including a dispute regarding the existence, validity or termination of this Share Charge) (a “Dispute”).
- 29.2 The Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 29.3 This clause is for the benefit of each Secured Party only. As a result, each Secured Party shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

THIS IS THE SCHEDULE REFERRED TO IN AND WHICH FORMS PART OF, THE FOREGOING SHARE CHARGE BY AIRVOLUTION ENERGY LIMITED IN FAVOUR OF SANTANDER UK PLC AS SECURITY TRUSTEE

**THE SHARES**

Company	Number of Shares	Nominal Value of each Share	Description
Airvolution Energy (Kinegar) Limited	1000	£1.00	Ordinary

EXECUTION PAGE

THE CHARGOR

Executed as a deed by AIRVOLUTION )  
ENERGY LIMITED on being signed by a )  
Director/duly authorised Attorney )  
..... RICHARD MADDON ..... )  
in the presence of: )

[Redacted]  
[Redacted]  
Director/Attorney

Name of witness:

PHILIPPA CHAMBERLAIN

Signature of witness:

[Redacted]

Address:

Squire Patton Boggs (UK) LLP  
7 Devonshire Square  
London  
EC2M 4YH

Occupation:

SOLICITOR

THE SECURITY TRUSTEE

Executed as a deed by )  
SANTANDER UK PLC )  
as security trustee for itself and each other  
Secured Party on being signed by an attorney or  
authorised signatory )  
..... )  
in the presence of: )

Attorney/Authorised Signatory

Name of witness:

Signature of witness:

Address:

Occupation:

EXECUTION PAGE

THE CHARGOR

Executed as a deed by AIRVOLUTION )  
ENERGY LIMITED on being signed by a )  
Director/duly authorised Attorney )  
..... ) Director/Attorney  
in the presence of: )

Name of witness: .....

Signature of witness: .....

Address: .....

Occupation: .....

THE SECURITY TRUSTEE

Executed as a deed by )  
SANTANDER UK PLC )  
as security trustee for itself and each other  
Secured Party on being signed by an attorney or  
authorised signatory )  
..... )  
in the presence of: )

Name of witness: ... JENNIFER ROSS ...

Signature of witness: .....

Address: ... c/o CMS CAMERON MCKENNA LLP, SALTIRE COURT

20 CASTLE TERRACE, EDINBURGH, EH1 2EN

Occupation: ... TRAINEE SOLICITOR ...