



Registration of a Charge

Company Name: **CLIMATE IMPACT PARTNERS LIMITED**

Company Number: **07632295**



Received for filing in Electronic Format on the: **23/11/2022**

XBHDO4N6

Details of Charge

Date of creation: **17/11/2022**

Charge code: **0763 2295 0004**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7632295

Charge code: 0763 2295 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th November 2022 and created by CLIMATE IMPACT PARTNERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2022 .

Given at Companies House, Cardiff on 24th November 2022

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**

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION VERSION

DATED 17 November 2022

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

KROLL TRUSTEE SERVICES LIMITED
AS SECURITY AGENT

SUPPLEMENTAL DEBENTURE
SUPPLEMENTAL TO A DEBENTURE DATED 23
SEPTEMBER 2020 (AS SUPPLEMENTED BY A
SECURITY ACCESSION DEED DATED 8 JANUARY
2021, A SUPPLEMENTAL DEBENTURE DATED 31
MARCH 2021 AND A SECURITY ACCESSION DEED
DATED 27 JULY 2021)

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THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 17 November
2022

BY:

- (1) THE PERSONS listed in Schedule 1 (*The Chargors*) (together the "Chargors" and each a "Chargor") in favour of
- (2) KROLL TRUSTEE SERVICES LIMITED (FORMERLY LUCID TRUSTEE SERVICES LIMITED) as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "Security Agent").

RECITALS:

- (A) Pursuant to the Original Debenture (as defined below) each Chargor created security over certain of its assets in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Debenture).
- (B) The Lenders have agreed to amend the Original Facilities Agreement as set out in the Amendment and Restatement Agreement (each as defined below).
- (C) Each Chargor wishes to confirm the existing security created pursuant to the Original Debenture and the existing guarantee granted pursuant to the Original Facilities Agreement and grant security over the Charged Assets in respect of, amongst other things, its obligations to the Lenders under the Amended Facilities Agreement.
- (D) This Supplemental Debenture is supplemental to the Original Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"2022 Effective Date" has the meaning given to that term in the Amendment and Restatement Agreement.

"Amended Facilities Agreement" means the Original Facilities Agreement as amended and restated by the Amendment and Restatement Agreement.

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Debenture and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the 2022 Effective Date.

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated on or around the date of this Supplemental Debenture and made between ClimateCare Midco Limited as parent, Kroll Agency Services Limited as agent, the Security Agent and the financial institutions named therein as Lenders.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 5 (*Supplemental Fixed Security*) of this Supplemental Debenture.

"Guarantee Obligations" means the guarantee and indemnity obligations of a Chargor (in its capacity as Guarantor) contained in the Original Facilities Agreement.

"Lenders" has the meaning given to that term in the Amendment and Restatement Agreement.

"Original Debenture" means the debenture dated 23 September 2020 between certain Chargors and the Security Agent, as supplemented by a security accession deed dated 8 January 2021, a supplemental debenture dated 31 March 2021 and a security accession deed dated 27 July 2021.

"Original Facilities Agreement" means the facilities agreement dated 23 September 2020 between, amongst others, ClimateCare Midco Limited as parent, Bridgepoint Credit Limited as arranger, the Security Agent and the financial institutions named therein as Lenders as amended and/or restated from time to time before the 2022 Effective Date.

"Original Security" means the Security created by or pursuant to the Original Debenture.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Debenture or the context otherwise requires, a term defined in the Original Debenture, the Amendment and Restatement Agreement or the Amended Facilities Agreement has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture.

1.3 Construction

In this Supplemental Debenture:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.6 (*Currency Symbols and definitions*) of the Amended Facilities Agreement shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture;
- (b) any reference to the "Security Agent", the "Secured Parties", the "Finance Parties", a "Chargor" or any "Obligor" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement;
- (c) any reference to "including" and "include" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and

- (d) references in this Supplemental Debenture, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Debenture.

1.4 Present and future assets

- (a) A reference in this Supplemental Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Debenture.

1.5 Real Property

- (a) A reference in this Supplemental Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Amended Facilities Agreement and each other Finance Document are incorporated into this Supplemental Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Separate Security

Clauses 5.1 (*Mortgage of Real Property*) to 5.14 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.7 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Supplemental Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the 2022 Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 2 (*Amendments*) of the Amendment and Restatement Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facilities Agreement).

3. CONFIRMATION OF EXISTING GUARANTEE

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the 2022 Effective Date, all Guarantee Obligations owed by it under the Amended Facilities Agreement shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 2 (*Amendments*) of the Amendment and Restatement Agreement and (b) extend to any new obligations assumed by any Obligor under the Finance Documents as a result of the Amendment and Restatement Agreement (including, but not limited to, under the Amended Facilities Agreement).

4. COMMON PROVISIONS

4.1 Common provisions as to all Security

All the Security created by or pursuant to this Supplemental Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations.

4.2 Supplemental Security

All the Security created by or pursuant to Clauses 5 (*Supplemental Fixed Security*) and 6 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

4.3 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party in accordance with clause 7.4 (*Consents*) of the Original Debenture as incorporated into this Supplemental Debenture pursuant to Clause 8.2 (*Incorporation of provisions from Original Debenture*).

5. SUPPLEMENTAL FIXED SECURITY

5.1 Mortgage of Real Property

Each Chargor charges, by way of legal mortgage, the Mortgaged Property.

5.2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 5.1 (*Mortgage of Real Property*)), by way of fixed charge, all of its rights, title and interest from time to time in and to all the Real Property and all Related Rights.

5.3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to the Tangible Moveable Property and all Related Rights.

5.4 Fixed charge over Accounts

Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to the Accounts and all Related Rights.

5.5 Fixed charge over contracts

Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Specific Contracts to the extent validly and effectively assigned pursuant to Clause 5.13 (*Assignment of Specific Contracts*)) and all Related Rights.

5.6 Fixed charge over Monetary Claims

Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to the Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Debenture) and all Related Rights (to the extent not already charged under this Clause 5.6).

5.7 Fixed charge over Investments

Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to the Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

5.8 Fixed charge over Shares

- (a) Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).
- (b) Each Chargor acknowledges that the security interests granted in favour of the Security Agent pursuant to paragraph (a) above will take priority over any other security interest or lien that any Chargor may have over its Shares and Related Rights (whether legal or equitable) and that any such security interest or lien in favour of the relevant Chargor will be subordinate in ranking to the charges created pursuant to paragraph (a) above.

5.9 Fixed charge over Intellectual Property

Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to the Intellectual Property and all Related Rights.

5.10 Fixed charge over goodwill

Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to all goodwill of the Chargor and all Related Rights.

5.11 Fixed charge over uncalled capital

Each Chargor charges, by way of fixed charge, all of its rights, title and interest from time to time in and to all uncalled capital of the Chargor and all Related Rights.

5.12 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 5.13 (*Assignment of Specific Contracts*) and 5.14 (*Assignment of Insurance Policies*)), by way of fixed charge, all of its rights, title and interest from time to time in and to each Specific Contract and each Insurance Policy and all Related Rights in relation to each of those assets.

5.13 Assignment of Specific Contracts

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for reassignment on redemption, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights.

5.14 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for reassignment on redemption, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights.

6. SUPPLEMENTAL FLOATING CHARGE

6.1 Floating charge

6.1.1 Each Chargor charges by way of floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor.

6.1.2 The floating charge created pursuant to paragraph 6.1.1 of Clause 6.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.

6.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph 6.1.1 of Clause 6.1 above.

7. AMENDMENTS TO THE ORIGINAL DEBENTURE

With effect from the 2022 Effective Date, clause 8.5 (*Voting rights after Security Agent Notice*) of the Original Debenture shall be amended by inserting the following language at the end of such clause:

"The Security Agent shall not be entitled to exercise any voting rights or any other powers or rights under this Clause 8.5 if and to the extent that:

- (d) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "NSIA") and any regulations made under the NSIA; and
- (e) either:
 - (i) the Secretary of State has not approved that notifiable acquisition in accordance with the NSIA; or
 - (ii) the Secretary of State has approved that notifiable acquisition in accordance with the NSIA but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSIA.

Where the above paragraph applies, the Security Agent may give a mandatory notice to the Secretary of State in accordance with the NSIA notifying of the proposed acquisition of voting rights by the Security Agent."

8. MISCELLANEOUS

8.1 Incorporation of provisions from Amended Facilities Agreement

The provisions of clauses 1.7 (*Third Party Rights*), 18 (*Tax gross up and indemnities*), 20 (*Other indemnities*), 38.1 (*Accounts*), 38.2 (*Certificates and determinations*) and 41 (*Amendments and waivers*) of the Amended Facilities Agreement are incorporated into this Supplemental Debenture as if expressly set out in full in this Supplemental Debenture, but so that references in those clauses to the Amended Facilities Agreement are references to this Supplemental Debenture.

8.2 Incorporation of provisions from Original Debenture

8.2.1 The provisions of clauses 2 (*Covenant to pay*), 5.2 (*Crystallisation: by notice*), 5.3 (*Crystallisation: automatic*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 8 (*Shares and Investments*) (as amended by this Supplemental Debenture), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14 (*Extension of Powers and Right of Appropriation*), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receivers*), 17 (*Application of Proceeds*), 18 (*Protection of Purchasers*), 20 (*Effectiveness of Security*), 21 (*Prior Security Interests*), 22 (*Subsequently Security Interests*), 23 (*Suspense Accounts*), 24 (*Release of Security*), 25 (*Set-off*), 26 (*Changes to Parties*), 27 (*Notices*), 28 (*Discretion and Delegation*), and 30 (*Jurisdiction*) and schedules 2 (*Mortgaged Property*), 3 (*Shares and Investments*), 4 (*Intellectual Property*), 5 (*Insurance Policies*), 6 (*Form of Notice of Security to Account Bank*), 7 (*Form of Notice of Assignment of Specific Contract*), 8 (*Form of Notice of Assignment of Insurance Policy*) and 9 (*Form of Security Accession Deed*) of the Original Debenture are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to:

- (i) the "Facilities Agreement" are references to the "Amended Facilities Agreement";
- (ii) the "Secured Obligations" are references to the "Amended Secured Obligations";
- (iii) "Charged Assets" are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Debenture; and
- (iv) "this Debenture" are references to this Supplemental Debenture.

8.2.2 Notwithstanding Clause 8.2.1, for so long as the Original Debenture remains in full force and effect, the Chargors shall not be required to:

- (a) serve the notices that would otherwise be required to be served on or about the date of this Supplemental Debenture pursuant to clause 6.4 (*Notice of Security: Accounts*) to clause 6.6 (*Notice of Security: Specific Contracts*) of the Original Debenture to the extent that these have already been provided under the Original Debenture;
- (b) deliver to the Security Agent any deeds, certificates or other documents constituting or evidencing the Chargor's title to Mortgaged Property that would otherwise be required to be delivered on or about the date of this Supplemental pursuant to clause 6.10 (*Deposit of title Deeds*) of the Original Target Debenture to the extent that these have already been delivered to the Security Agent under the Original Debenture; or
- (c) deliver to the Security Agent any certificates or other documents of title to the Shares that would otherwise be required to be delivered on or about the date of this Supplemental Debenture pursuant to clause 6.9 (*Deposit of share certificates*) of the Original Debenture to the extent that these have already been delivered to the Security Agent under the Original Debenture.

8.3 Original Debenture

Except insofar as supplemented and/or amended by this Supplemental Debenture, the Original Debenture shall remain in full force and effect.

8.4 No merger

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

9. EXTENSION OF POWERS

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Debenture shall operate as a variation and extension of

the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Debenture.

10. POWER OF ATTORNEY

10.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Supplemental Debenture or any other agreement binding on that Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Security Agent and any Receiver to exercise (subject to clause 8.6 (*Waiver of voting rights by Security Agent*) of the Original Debenture), or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of a Declared Default, the exercise of any right of a legal or beneficial owner of the Charged Assets),

if (i) a Declared Default has occurred; or (ii) a Chargor has failed to comply with the terms of clause 6 (*Provisions as to Security and Perfection*) and/or clause 7 (*Further Assurance*) of the Original Debenture as incorporated into this Supplemental Debenture pursuant to Clause 8.2 (*Incorporation of provisions from Original Debenture*) within ten Business Days of being notified of such failure (with a copy of such notice being served on the Parent) and being requested to comply, but only to the extent necessary to comply with the terms of clause 6 (*Provisions as to Security and Perfection*) and/or clause 7 (*Further Assurance*) of the Original Debenture as incorporated into this Supplemental Debenture pursuant to Clause 8.2 (*Incorporation of provisions from Original Debenture*).

10.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

11. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL DEBENTURE has been signed by the Security Agent and executed as a deed by each Chargor and is delivered by it on the date stated at the beginning of this Supplemental Debenture.

**SCHEDULE 1
THE CHARGORS**

Name and Company Number of Chargor	Jurisdiction
ClimateCare Midco Limited Company Number: 12880374	England and Wales
ClimateCare Finco Limited Company Number: 12881290	England and Wales
ClimateCare Bidco Limited Company Number: 12883665	England and Wales
Climate Impact Partners Limited (formerly ClimateCare Oxford Limited) Company Number: 07632295	England and Wales
Climate Impact Partners Europe Limited (formerly Natural Capital Partners Europe Limited) Company Number: 02979872	England and Wales

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

The Chargors

EXECUTED AS A DEED)
by CLIMATECARE MIDCO LIMITED)
)

[Redacted Signature]

Signature of director

Vaughan Lindsay Name of director

[Redacted Signature]

Signature of witness

Darius James Roth Name of witness

[Redacted Address]

Address of witness

EXECUTED AS A DEED)
by CLIMATECARE FINCO LIMITED)
)

[Redacted Signature]

Signature of director

Vaughan Lindsay

Name of director

[Redacted Signature]

Signature of witness


Darius James Roth

Name of witness

[Redacted Address]

Address of witness

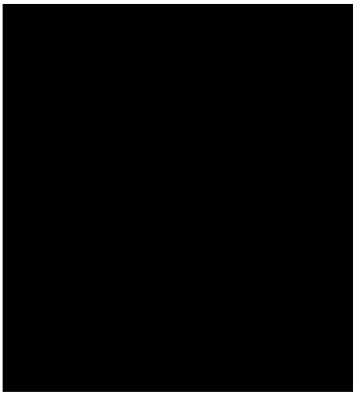
EXECUTED AS A DEED)
by **CLIMATECARE BIDCO LIMITED**)
)

 Signature of director

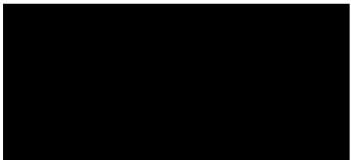
Vaughan Lindsay Name of director

 Signature of witness

Darius James Roth Name of witness

 Address of witness

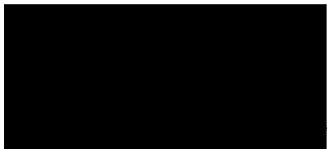
EXECUTED AS A DEED)
by **CLIMATE IMPACT PARTNERS LIMITED**)
)



Signature of director

Vaughan Lindsay

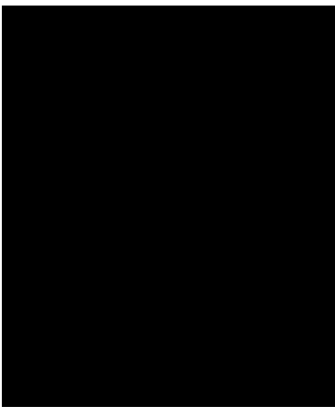
Name of director



Signature of witness


Darius James Roth

Name of witness



Address of witness

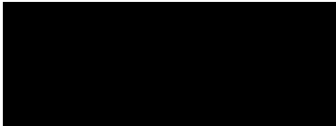
EXECUTED AS A DEED)
by **CLIMATE IMPACT PARTNERS EUROPE LIMITED**)
)



Signature of director

Eric M. Bennett

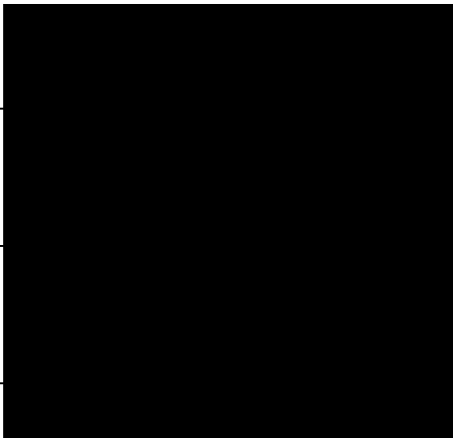
Name of director



Signature of witness

Patricia C. Bennett

Name of witness

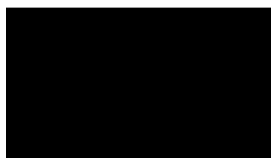


Address of witness

Security Agent

For and on behalf of
KROLL TRUSTEE SERVICES LIMITED

By:



Name: **Sajdah Afzal**

Title: **Authorised Signatory**