

MR01

Particulars of a charge



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.companieshouse.gov.uk](http://www.companieshouse.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 where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.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 must be scanned and placed on the public record

FRIDAY



\*L281XOD7\*

LD7

10/05/2013

#28

COMPANIES HOUSE

**1** Company details

Company number 0 7 9 9 8 0 8 3

Company name in full CHILTON CANTELLO SOLAR PARK LTD  
(THE "CHARGOR")

**3** 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 d0 m0 m5 y2 y0 y1 y3

**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 BARCLAYS BANK PLC (THE "SECURITY TRUSTEE")

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**

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

Title number	Description	Chargor
DT396491	Wyld Meadow Farm Solar Park, Monkton Wyld, Bridport, DT6 6DD	Wyld Meadow Farm Solar Park Limited
DT395732	Crossways Solar Park, Moreton Road, Crossways, Dorchester	Crossways Solar Park Ltd
WS63568	Chilton Cantello Solar Park, Little Marston Farm, Marston Magna, Yeovil BA22 8BJ	Chilton Cantello Solar Park Ltd

**5**

### Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes☐ No



MR01

Particulars of a charge

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

☒ [X]

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

9

**Signature**

Please sign the form here

Signature

Signature

☒ *Riment Maroon LLP*

☒

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



# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name DAWN BELL

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

Country

DX 157620 Broadgate 3

Telephone 020 7418 7050



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**





**FILE COPY**

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

Company number: 7998083

Charge code: 0799 8083 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2013 and created by CHILTON CANTELLO SOLAR PARK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2013.

Given at Companies House, Cardiff on 16th May 2013



DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



DATED 10 May 2013

(1) THE CHARGORS

(2) BARCLAYS BANK PLC  
(as Security Trustee)

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DEBENTURE

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I certify that, save for material  
redacted pursuant to s. 859G of  
the Companies Act 2006, this  
copy instrument is a correct  
copy of the original instrument,  
Dated this 10 Day of May 2013

*Pinsent Masons LLP*

Pinsent Masons LLP



Pinsent Masons



## **CONTENTS**

<b>Clause</b>		<b>Page</b>
1	INTERPRETATION	1
2	COVENANT TO PAY	6
3	CHARGES	6
4	CRYSTALLISATION OF FLOATING CHARGE	8
5	PERFECTION OF SECURITY	9
6	RESTRICTIONS AND FURTHER ASSURANCE	10
7	LAND	11
8	SHARES AND SECURITIES	12
9	ACCOUNTS	14
10	DEMAND AND ENFORCEMENT	14
11	RECEIVERS	15
12	APPLICATION OF MONEYS	16
13	POWER OF ATTORNEY	16
14	CONSOLIDATION	17
15	PROTECTION OF THIRD PARTIES	17
16	PROTECTION OF THE SECURITY TRUSTEE, THE FINANCE PARTIES AND ANY RECEIVER	18
17	PROVISIONS RELATING TO THE SECURITY TRUSTEE	19
18	PRESERVATION OF SECURITY	20
19	RELEASE	22
20	MISCELLANEOUS PROVISIONS	22
21	GOVERNING LAW	23
22	ENFORCEMENT	23
	SCHEDULE 1 - THE CHARGORS	24
	SCHEDULE 2 - DETAILS OF ACCOUNTS	25
	SCHEDULE 3 - DETAILS OF LAND	26
	SCHEDULE 4 - DETAILS OF SHARES	27
	SCHEDULE 5 - DETAILS OF SPECIFIC CONTRACTS	28
	SCHEDULE 6 - DEED OF ACCESSION	29
	SCHEDULE 7 - FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT	33
	SCHEDULE 8 - FORM OF NOTICE OF CHARGE OF ACCOUNTS	37



THIS DEED is made on 10 May 2013

BETWEEN -

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (together with each company which becomes a party to this Deed by executing a Accession Letter, each a "Chargor" and together the "Chargors"), and
- (2) **BARCLAYS BANK PLC** (the "Security Trustee") as agent and trustee for itself and each of the Finance Parties under and as defined in the Facilities Agreement and the Security Trust and Intercreditor Deed respectively and its successor(s) as such agent and security trustee

THIS DEED WITNESSES as follows -

1 **INTERPRETATION**

1.1 **Definitions**

In this Deed -

"Accession Letter"	means a letter substantially in the form of Schedule 6 ( <i>Accession Letter</i> ) executed, or to be executed, by a person becoming a Chargor
"Account"	means each present or future Project Account as defined in the Facilities Agreement and as at the date of this Deed as more particularly described in Schedule 2 ( <i>Details of Accounts</i> ) and any account opened pursuant to Clause 9 ( <i>Accounts</i> ), Clause 14 ( <i>Consolidation</i> ), or Clause 18.6 ( <i>New Accounts</i> )
"Charged Property"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to this Deed
"Default Rate"	means the rate of interest specified in, and calculated in accordance with, clause 8.4 ( <i>Default Interest</i> ) of the Facilities Agreement
"Event of Default"	has the meaning given to that term in the Facilities Agreement
"Facilities Agreement"	means the facilities agreement dated on or about the date of this Deed between, among others, the Chargors as Obligors, and Barclays Bank PLC as Original Lender and in its other capacities mentioned therein, pursuant to which the Original Lender has agreed to make certain facilities available to the Borrower
"Financial Instruments"	means <ol style="list-style-type: none"><li>(a) any letters of credit issued in favour of the Chargors and any bills of exchange, promissory notes or other negotiable instruments now or hereafter belonging to or held by it,</li><li>(b) any contract, agreement or arrangement to or</li></ol>



under which any Chargor is now or may hereafter be a party or beneficiary, for or in respect of any hedge or swap, cap, collar or floor, option, hedge or future, or any other kind of derivative transaction in relation to interest or currency fluctuations or in respect of any form of investment as defined and listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000 and the benefit of any Security Interest or guarantee relative thereto whether held by or placed or contracted with the Security Trustee or any other Finance Party or any other person, and

- (c) any deposit, margin, commission or other right which any Chargor may now or hereafter have to or in respect of any commodities and any contract or option (present or future) relating thereto and the benefit of any Security Interest or guarantee relating thereto whether held by or placed or contracted with the Security Trustee or any other Finance Party or any other person

**"Fixed Plant and Equipment"**

means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

**"Fixtures"**

means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures

**"Insurances"**

means all policies or contracts of insurance or assurance now or hereafter affected by each Chargor or on its behalf or in which it may have an interest

**"Intellectual Property"**

means any of the following -

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,
- (b) any invention, copyright, design right or performance right;
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right

**"Land"**

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and



	Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes <b>"Land"</b> excludes heritable property situated in Scotland
<b>"Loose Plant and Equipment"</b>	means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment
<b>"LPA"</b>	means the Law of Property Act 1925
<b>"Monetary Claims"</b>	means all book and other debts and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
<b>"Notice of Assignment"</b>	means <ul style="list-style-type: none"> <li>(a) in respect of the Insurances, a notice of assignment in substantially the form set out in Part 5 (Form of Notice to Insurers) of Schedule 5 (Insurances) of the Facilities Agreement,</li> <li>(b) in respect of the Specific Contracts, a notice of assignment in substantially the form set out in Part 1 (Form of notice re Specific Contracts) of Schedule 7 (Form of notice of assignment of Specific Contracts) , or</li> <li>(c) a notice of assignment in such form as may be reasonably specified by the Security Trustee and agreed with the relevant Chargor</li> </ul>
<b>"Party"</b>	means a party to this Deed
<b>"Receiver"</b>	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
<b>"Regulations"</b>	means the Financial Collateral Arrangements (No2) Regulations 2003 (S I 2003/2336) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and <b>"Regulation"</b> means any of them
<b>"Related Rights"</b>	means in relation to any Charged Property <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that Charged Property,</li> <li>(b) all rights under any licence, agreement for</li> </ul>



sale or agreement for lease in respect of that Charged Property,

- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property,
- (d) any moneys and proceeds paid or payable in respect of that Charged Property, and
- (e) all Dividends and all rights, property and distributions of a capital nature paid, payable, offered, issued or otherwise accruing by way of bonus, rights, redemption, substitution, preference, warrant, option or otherwise in respect thereof in relation to any shares, stock, bonds, debentures or other securities or investments of any kind forming part of the Charged Property,

**"Restructuring Plan"**

means the SJ Berwin LLP restructuring plan

**"Secured Liability"**

means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Chargors to the Finance Parties under the Facilities Agreement and the other Finance Documents (together the **"Secured Liabilities"**)

**"Securities"**

means all the right, title and interest of each Chargor, now or in the future, in any -

- (a) stocks, shares, bonds, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

**"Security Trustee"**

includes the Security Trustee's successors in title and any successor appointed in accordance with the Finance Documents

**"Security"**

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



**"Shares"** means all of the shares specified in (i) Schedule 4 (*Details of Shares*) and any shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time, or (ii) Schedule 2 to any Accession Letter by which a Chargor becomes a party to this Deed, held by, to the order of or on behalf of, any Chargor at any time

**"Specific Contracts"** means together with any agreement specified in Schedule 5 to any Accession Letter by which a Chargor becomes a party to this Deed, the contracts or agreements details of which are set out in Schedule 5 (*Details of Specific Contracts*) and any other material agreement entered into by a Chargor relating to the Projects and designated as such from time to time by the Borrower and the Agent

**1 2 Incorporation of terms**

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facilities Agreement shall have the same meanings in this Deed

**1 3 Interpretation**

The principles of interpretation set out in clause 1 2 (*Construction*) of the Facilities Agreement shall apply to this Deed insofar as they are relevant to it and in this Deed, unless the context otherwise requires, a reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Finance Document or other agreement or instrument and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument

**1 4 Conflict**

If there is any conflict between the provisions of this Deed and the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail

**1 5 Acknowledgement**

Each Chargor acknowledges that the Security Trustee enters into this Deed for itself and as trustee for the Finance Parties who shall be entitled to the full benefit of this Deed

**1 6 Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee

**1 7 Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989



**1 8 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 to enjoy the benefit of any term of this Deed

**2 COVENANT TO PAY**

**2 1 Secured Liabilities**

Each Chargor covenants that it will on demand of the Security Trustee pay and discharge any or all of the Secured Liabilities when due

**2 2 Interest**

Each Chargor covenants to pay interest to the Security Trustee upon any sum demanded in accordance with Clause 2 1 (*Secured Liabilities*) until payment (both before and after any judgment) at the Default Rate

**3 CHARGES**

**3 1 Mortgages and Fixed Charges**

As a continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Trustee all its right, title and interest from time to time in each of the following assets -

- (a) by way of first legal mortgage all Land which is described in Schedule 3 or in Schedule 1 to any Accession Letter by which a Chargor becomes party to this Deed and all other Land now vested in any Chargor,
- (b) (to the extent not effectively charged by Clause 3 1 1) by way of first fixed charge all Land now vested in any Chargor and all Land acquired by any Chargor after the date of this Deed,
- (c) by way of equitable mortgage or (if or to the extent that this Deed does not take effect as a mortgage) by way of first fixed charge the Shares,
- (d) by way of first fixed charge -
  - (i) the Securities,
  - (ii) the Intellectual Property,
  - (iii) the Monetary Claims,
  - (iv) the Fixed Plant and Equipment,
  - (v) the Loose Plant and Equipment,
  - (vi) the Accounts including all monies, whether principal or interest, accrued or accruing, now or at any time thereafter deposited in or otherwise standing to the credit of any present or future Account of each Chargor with the Security Trustee or any other bank, financial institution or other person, the debts thereby represented and all other rights and benefits in connection therewith,
  - (vii) the Related Rights under or in connection with the Shares, the Securities, the Accounts, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,



- (viii) to the extent not assigned or effectively assigned by Clause 3 3 (*Assignments*), the Specific Contracts, the Insurances, the Financial Instruments and any other agreements to which the Chargor is a party and all Related Rights in respect of such Charged Property,
- (ix) all sums realised or recovered by any liquidator or administrator of the Chargor pursuant to Part VI of the Insolvency Act 1986 (as amended),
- (x) its present and future goodwill and uncalled capital, and
- (xi) all loan capital indebtedness now or hereafter due or owing to it by any company which is now or may at any time hereafter be or become a subsidiary of the Chargor

### 3 2 Floating Charge

As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Trustee by way of first floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of such Chargor situated in Scotland

### 3 3 Assignments

As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns by way of security in favour of the Security Trustee, but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -

- (a) the Specific Contracts,
- (b) the Insurances,
- (c) the Financial Instruments, and
- (d) all rights under any agreement to which it is a party (other than any Transaction Authorisations and Relevant Industry Documents to which it is a party),

together with all Related Rights in respect of such Charged Property, provided that each Chargor is entitled until the occurrence of an enforcement event under Clause 10 1 (*Enforcement*) to exercise all rights assigned under this Clause 3 3 (*Assignments*) (subject to the terms of the Finance Documents) and the Security Trustee will reassign any such rights to the extent necessary to enable such Chargor to do so

### 3 4 Chargers' continuing liability

Notwithstanding any assignment pursuant to Clause 3 3 (*Assignments*), each Chargor agrees that prior to enforcement of the Security pursuant to Clause 10 1 (*Enforcement*) it shall remain liable to perform all the obligations incumbent on it and entitled to exercise all rights, remedies, powers and discretion conferred on it under the Specific Contracts and the Security Trustee shall not have any liability or responsibility under any of the Specific Contracts to the relevant Chargor or any other party

### 3 5 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall hold it on trust for the Security Trustee



### 3 6 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed

## 4 **CRYSTALLISATION OF FLOATING CHARGE**

### 4 1 **Crystallisation: By Notice**

The Security Trustee may at any time by notice in writing to any Chargor convert the floating charge created by Clause 3 2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if -

- (a) an Event of Default has occurred and is continuing, or
- (b) the Security Trustee considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
- (c) the Security Trustee considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed

### 4 2 **Crystallisation: Automatic**

The floating charge created by Clause 3 2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if -

- (a) any Chargor creates or attempts to create any Security over any of the Charged Property other than Permitted Security, or
- (b) any person levies or attempts to levy any lawful distress, execution or other process against any of the Charged Property, or
- (c) any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of any Chargor, over all or any part of its assets, or if such person is appointed, or
- (d) the Chargor disposes of any Charged Property (other than property charged pursuant to clause 3 2) or threatens or takes any steps to do so otherwise than as permitted by Clause 28 4 (*Disposals*) of the Facilities Agreement or by way of sale in the ordinary course of its business for market value on an arms length basis and for consideration payable in cash on normal commercial terms

### 4 3 **Crystallisation: Moratorium where directors propose voluntary arrangement**

The floating charge created by Clause 3 2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of

- (a) the obtaining of a moratorium, or
- (b) anything done with a view to obtaining a moratorium

under Schedule A1 to the Insolvency Act 1986



## **5 PERFECTION OF SECURITY**

### **5.1 Notices of Assignment**

The Chargors shall deliver to the relevant counterparty with copy to the Security Trustee (or procure delivery of) Notices of Assignment duly executed by, or on behalf of, the applicable Chargors -

- (a) in respect of each Specific Contract, on the date of this Deed and promptly upon entering into any further Specific Contract after the date of this Deed,
- (b) in respect of the Insurances, on the date of this Deed and promptly upon purchasing any further Insurance after the date of this Deed,
- (c) in respect of any other asset which is the subject of an assignment pursuant to Clause 3.3 (*Assignments*), promptly upon the request of the Security Trustee from time to time,

and in each case shall use reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Assignment is addressed, and shall forward to the Security Trustee a copy of each such acknowledged notice promptly upon receiving the same

### **5.2 Notices of Charge**

- (a) Immediately after execution of this Deed, or where an Account is opened after the date of this Deed, immediately after it is opened, the Chargor shall
  - (i) give notice to each of the banks or financial institutions with which any of the Accounts are opened or maintained in or as near as may be the form set out in Part 1 of Schedule 8, and
  - (ii) use reasonable endeavours to procure that the banks or financial institutions with which any of the Accounts are opened or maintained promptly delivers an executed acknowledgement of such notice in or as near as may be the form set out in Part 2 of Schedule 8
- (b) The Chargor shall take all action required to open such Accounts as the Security Trustee may require from time to time

### **5.3 Delivery of Documents of Title**

The Chargors shall upon the execution of this Deed (or, if later, upon receipt or entitlement thereof), and upon the acquisition by any Chargor of any interest in any Land deliver (or procure delivery) to the Security Trustee of either -

- (a) all deeds, certificates and other documents relating to such Land (which the Security Trustee shall be entitled to hold and retain), or
- (b) an undertaking from the Parent's solicitors (in form and substance reasonably acceptable to the Security Trustee) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Security Trustee

### **5.4 Application to the Land Registry**

Each Chargor and the Security Trustee shall apply to the Land Registry for the following to be entered on the registered title to any Land now or in the future owned by it -

- (a) a restriction in the following terms



"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of [insert name of Security Trustee] referred to in the charges register or their conveyancer (Form P)"

- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by the charge dated [insert date] in favour of [insert name of Security Trustee] (as trustee for the Finance Parties referred to in that charge) has been created for the purpose of securing such further advances

## **5 5 Shares**

**5 5 1** Immediately after execution of this Deed and/or on request from the Security Trustee at any time thereafter, each Chargor shall

- (a) deposit with the Security Trustee all certificates or documents of title or evidence of ownership in relation to the Shares and the Securities or any of them specified by the Security Trustee, and/or
- (b) in the case of Shares or Securities in certificated form, execute and deliver to the Security Trustee, signed but undated stock transfer forms together with share certificates in relation to the Shares or Securities and such shares, transfers, assignments or other documents as the Security Trustee may request to perfect its security over such Shares or Securities or to have any such Shares or Securities registered in name of the Security Trustee or its nominee or otherwise obtain legal title to such Shares or Securities,
- (c) execute and deliver to the Security Trustee or as it may direct, such transfers, assignments, directions or instructions and take, or as need be join with the Security Trustee in taking, such action as the Security Trustee may reasonably require to convert any Shares or Securities held in certificated form into uncertificated form, or vice versa, and thereupon or thereafter to deal with them as the Security Trustee may require in accordance with the preceding provisions of this Clause 5 5 (*Shares*)

## **5 6 Intellectual Property**

Each Chargor shall, if requested by the Security Trustee and at such Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Security Trustee may require and do all acts that the Security Trustee may require to perfect the Security taken by, or to record the interest of, the Security Trustee in any registers relating to any registered Intellectual Property

## **6 RESTRICTIONS AND FURTHER ASSURANCE**

### **6 1 Security**

Each Chargor undertakes that it shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 28 3 (*Negative pledge*) of the Facilities Agreement, except as expressly permitted under the terms of the Finance Documents

### **6 2 Disposal**

Each Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged



Property (other than property charged pursuant to clause 3 2) except as permitted by Clause 28 4 (*Disposals*) of the Facilities Agreement

**6 3 Further assurance**

Each Chargor shall promptly do whatever the Security Trustee requires to -

- (a) perfect or protect the Security created or expressed to be created by this Deed, or its priority, or
- (b) facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction

**7 LAND**

**7 1 Certificate of Title**

- (a) Each Chargor represents and warrants to the Security Trustee that
  - (i) the information provided by it or its advisers to the solicitors who prepared any Certificate of Title in respect of any Land for the purpose of that Certificate of Title was true in all material respects at the date it was expressed to be given,
  - (ii) the information referred to in Clause 7 1 1(a) above was at the date it was expressed to be given complete (so far as the Chargor was aware) having made all due and proper enquiries, and
  - (iii) since the date of any information referred to in Clause 7 1 1(a) above nothing has occurred which would render that information untrue or misleading in any material respect
- (b) Each Chargor shall, as soon as practicable after a request by the Security Trustee, provide the Security Trustee with a Certificate of Title in respect of any Land for which a Certificate of Title has not properly been obtained covering those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature

**7 2 Power to remedy**

- (a) If any Chargor fails to perform any material term or notice served on it affecting any Land, such Chargor shall permit the Security Trustee or its agents and contractors
  - (i) to enter any such Land,
  - (ii) to comply with or object to any notice served on the Chargor in respect of such Land, and
  - (iii) to take such action as the Security Trustee may consider necessary to prevent or remedy any breach of any such term or to comply with or object to any such notice
- (b) Each Chargor shall immediately on request by the Security Trustee pay all costs and expenses (reasonably incurred) by the Security Trustee or its agents and contractors in connection with any action taken by it under these provisions



## 8 SHARES AND SECURITIES

### 8 1 Title etc

- (a) Each Chargor represents and warrants to the Security Trustee that
  - (i) it is the sole beneficial owner of the Shares and the Securities,
  - (ii) the Shares and the Securities are held free from any Security Interests other than Permitted Security or those Security Interests referred to in the exclusion in clause 28 3 (*Negative Pledge*) of the Facilities Agreement,
  - (iii) the information as to the Shares contained in Schedule 4 is complete and accurate in all respects as at the date of this Deed
- (b) The Security Trustee hereby acknowledges that at the date of this Deed each Chargor holds only a beneficial ownership interest in the Shares set out in Schedule 4, and that legal ownership shall pass to each Chargors following return of the relevant stock transfer forms from the Stamp Office and the updating of such Chargor's register of shareholders
- (c) Each Chargor undertakes immediately upon receipt of the relevant stock transfer forms to update its register of shareholders and deliver the relevant share certificates (in the agreed form) to the Security Trustee

### 8 2 Dividends etc

#### 8 2 1 Until the Security has become enforceable

- (i) all Dividends paid or payable in respect of any Shares and any Securities which remain registered in name of the relevant Chargor or its nominee shall be paid direct to the relevant Chargor, and
- (ii) all Dividends paid to the Security Trustee or its nominee in respect of any Shares and any Securities which are registered in name of the Security Trustee or its nominee shall be held by the Security Trustee or its nominee for the account of the relevant Chargor and paid to the relevant Chargor as soon as reasonably practicable

### 8 3 Voting before enforcement

- (a) Until the Security has become enforceable
  - (i) All voting and other rights attaching to any Shares and any Securities which remain registered in the name of the relevant Chargor or its nominee shall continue to be exercisable by the relevant Chargor or its nominee, but only in accordance with and subject to the terms of Clause 8 3 2, and
  - (ii) All voting and other rights attaching to any Shares and any Securities which are registered in name of the Security Trustee or its nominee shall be exercised by the Security Trustee or its nominee in accordance with the written instructions of the relevant Chargor, but subject always to the terms of Clause 8 3 2. In the absence of any such instructions, the Security Trustee shall not exercise such rights
- (b) For the purposes of this Clause 8 3 2 the relevant Chargor may not without the prior written consent of the Security Trustee exercise the voting and other rights



attaching to the Shares and the Securities nor shall it be entitled to require the Security Trustee or its nominee to exercise any such rights, in favour of any resolution for any of the following purposes

- (i) the alteration of the articles of association of any company in which the Shares and the Securities are held where such alteration is reasonably likely to have a Material Adverse Effect,
  - (ii) the issue of any shares in any such company,
  - (iii) the reduction of share capital in any such company,
  - (iv) the purchase or redemption by any such company of any of its own shares or its giving financial assistance for the purpose of the acquisition of shares in it or its holding company,
  - (v) the reduction of the share capital of any such company,
  - (vi) the winding up of any such company or the approval of any voluntary arrangement in relation to it, or
  - (vii) any other matter which in the Security Trustee's reasonable opinion might prejudice the Security or materially and adversely affect the value of the Shares and the Securities
- (c) Each Chargor shall indemnify the Security Trustee or its nominee and keep it indemnified against all losses, claims and liabilities whatever which it may incur as a result of acting in accordance with the Chargor's instructions in relation to any Shares and any Securities, other than where such losses, claims or liabilities are a result of the wilful default or gross negligence of the Security Trustee or its nominee

#### **8 4 Voting and Dividends after enforcement**

8 4 1 After the Security has become enforceable, the Security Trustee shall be entitled, without any notice to or consent or authority of the relevant Chargor either in its own name or in name of the Chargor or otherwise

- (i) to receive and retain all Dividends and apply them in accordance with Clause 12 (*Application of Monies*),
- (ii) to exercise all voting and other rights attaching to the Shares and the Securities (including those remaining registered in name of the relevant Chargor or its nominee) as it may think fit, and
- (iii) generally, without prejudice to the other provisions of this Clause 8 4 (*Voting and Dividends after enforcement*), to exercise all the rights, powers and discretions in respect of the Shares and the Securities it would be entitled to exercise if it were the absolute owner of the Shares and the Securities

#### **8 5 Calls etc**

8 5 1 Each Chargor shall pay all calls which have been properly made and meet all other obligations which have arisen in respect of the Shares and the Securities (whether or not registered in name of the Security Trustee or its nominee) The Security Trustee or its nominee shall not have any obligation to pay any such calls or meet any such obligations, (or to make any enquiry as to the nature or sufficiency of any payment received by it or each Chargor, or take any action to collect or enforce payment of any amounts to which it may be



entitled under this Deed) but if any Chargor fails to do so, the Security Trustee may elect to make the relevant payments or meet the relevant obligations in which event the amount of the payments so made and the obligations so met shall be repayable by the relevant Chargor on demand and shall constitute Secured Liabilities

## **8 6 Notices etc**

- (a) Where any of the Shares and the Securities are registered in name of the Security Trustee or its nominee, it shall promptly pass on to the relevant Chargor all notices or other communications (or a copy thereof) it may receive from any company in which the Shares and the Securities are held but shall not be liable for any failure to do so
- (b) Where any of the Shares and any of the Securities remain registered in name of any Chargor or its nominee, it shall, to the extent the Security Trustee has not already received them pursuant to the Facilities Agreement from an Obligor, promptly deliver to the Security Trustee a copy of every circular, notice, report, set of accounts or other document it may receive in respect of or relating to any such Shares and any such Securities

## **8 7 Information**

- 8 7 1 Each Chargor shall promptly copy to the Security Trustee, and comply with, all reasonable requests for information within its knowledge which are made under or pursuant to any statutory or regulatory requirement or the articles of association of any company in which the Shares and the Securities are held, failing which the Security Trustee shall be entitled to provide such information as it may have on behalf of the relevant Chargor

## **8 8 Conversion**

- 8 8 1 Each Chargor shall not, without the prior written consent of the Security Trustee or in accordance with Clause 5 5 (*Shares*), instruct or permit any Shares and any Securities held in uncertificated form to be converted into certificated form, or vice versa

## **9 ACCOUNTS**

### **9 1 Accounts: Application of Monies**

The Security Trustee shall, upon the occurrence of an Event of Default which is continuing be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 12 (*Application of Moneys*)

## **10 DEMAND AND ENFORCEMENT**

### **10 1 Enforcement**

The Security created by this Deed shall become enforceable upon -

- (a) the occurrence of an Event of Default which is continuing;
- (b) any request being made by a Chargor to the Security Trustee for (a) the appointment of a Receiver or an administrator, or (b) for the Security Trustee to exercise any other power or right available to it under this Deed, or
- (c) the occurrence of any event causing the floating charge created by this Deed to become fixed in relation to any Charged Property



## **10 2 Powers on enforcement**

At any time after the Security created by this Deed has become enforceable, the Security Trustee may (without prejudice to any other rights and remedies and without notice to the Chargors) do all or any of the following -

- (a) exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA,
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA,
- (c) subject to Clause 11 1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property, and
- (d) appoint an administrator of any Chargor

## **10 3 Disposal of the Charged Property**

In exercising the powers referred to in Clause 10 2 (*Powers on enforcement*), the Security Trustee or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it

## **10 4 Same rights as Receiver**

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Trustee, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Security Trustee shall have taken possession or appointed a Receiver of the Charged Property

## **10 5 Delegation**

The Security Trustee may delegate in any manner to any person any rights exercisable by the Security Trustee under any Finance Document Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Trustee thinks fit

## **11 RECEIVERS**

### **11 1 Method of appointment or removal**

Every appointment or removal of a Receiver, any delegate or any other person by the Security Trustee under this Deed shall be in writing under the hand of any officer or manager of the Security Trustee (subject to any requirement for a court order in the case of the removal of an administrative receiver)

### **11 2 Removal**

The Security Trustee may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property



**11 3 Powers**

Every Receiver shall have and be entitled to exercise all the powers -

- (a) of the Security Trustee under this Deed,
- (b) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA,
- (c) of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver,
- (d) in relation to any Charged Property, which he would have if he were its only beneficial owner, and
- (e) to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver

**11 4 Receiver as agent**

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until such Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Security Trustee

**11 5 Joint or several**

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed

**11 6 Receiver's remuneration**

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Security Trustee and the maximum rate specified in section 109(6) of the LPA shall not apply

**12 APPLICATION OF MONEYS**

**12 1 Application of moneys**

All sums received by virtue of this Deed by the Security Trustee or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in accordance with clause 15 (*Application of Recoveries*) of the Security Trust and Intercreditor Deed, and section 109(8) of the LPA shall not apply

**13 POWER OF ATTORNEY**

**13 1 Appointment**

Each Chargor irrevocably and by way of security appoints -

- (a) the Security Trustee (whether or not a Receiver has been appointed),
- (b) any delegate or sub delegate of, or other person nominated in writing by, an officer of the Security Trustee, and
- (c) (as a separate appointment) each Receiver,



severally as such Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor has been required to do or execute under any provision of this Deed and such Chargor has failed to do so promptly, or which the Security Trustee in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling the Security Trustee or the Receiver to exercise any of its rights or powers under this Deed

## **13 2 Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 13 1 (*Appointment*) does or reasonably purports to do in the exercise or reasonably purported exercise of all or any of the powers, acts or other matters referred to in Clause 13 1 (*Appointment*)

## **14 CONSOLIDATION**

### **14 1 Combination of accounts**

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Security Trustee and each Finance Party may at any time following an Event of Default which is continuing, without notice to the relevant Chargor, combine or consolidate all or any accounts which it then has in relation to such Chargor (in whatever name) and any Secured Liabilities owed by such Chargor to the Security Trustee or that Finance Party, and/or set-off or transfer any amounts standing to the credit of one or more accounts of such Chargor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise

### **14 2 Application**

The Security Trustee's and each Finance Party's rights under Clause 14 1 (*Combination of accounts*) apply -

- (a) whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment,
- (b) whether or not any credit balance is immediately available or subject to any restriction,
- (c) irrespective of the currencies in which any balance or liability is denominated, and the Security Trustee and the relevant Finance Party may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11 00am on the date of conversion, and
- (d) in respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising

## **15 PROTECTION OF THIRD PARTIES**

### **15 1 Statutory powers**

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Security Trustee, as varied and extended by this Deed, and all other powers of the Security Trustee, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed



**15 2 Purchasers**

No purchaser from or other person dealing with the Security Trustee, any person to whom it has delegated any of its powers, or the Receiver shall be concerned -

- (a) to enquire whether any of the powers which the Security Trustee or a Receiver have exercised has arisen or become exercisable,
- (b) to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act, or
- (c) as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters

**15 3 Receipts**

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Trustee, any other Finance Party, any Receiver or any person to whom any of them have delegated any of their powers

**16 PROTECTION OF THE SECURITY TRUSTEE, THE FINANCE PARTIES AND ANY RECEIVER**

**16 1 No liability**

None of the Security Trustee, the other Finance Parties, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed, other than where such cost, liability, expense, loss or damage arises as a result of the gross negligence or wilful default of the Security Trustee, the relevant Finance Party or the Receiver or any of their respective officers, employees or delegates

**16 2 Not mortgagee in possession**

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Security Trustee, any Receiver or any of their respective officers or employees liable -

- (a) to account as mortgagee in possession,
- (b) for any loss on realisation, or
- (c) for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Security Trustee or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession

**16 3 Indemnity**

Each Chargor shall indemnify and keep indemnified the Security Trustee, each other Finance Party, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following -



- (a) any act or omission by any of them in relation to all or any of the Charged Property,
- (b) any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them,
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed,
- (d) exercising or reasonably purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed, and
- (e) any breach by the relevant Chargor of any of its covenants or other obligations to the Security Trustee or any other Finance Party,

except in the case of gross negligence or wilful misconduct on the part of that person

#### **16 4 Interest**

Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause 16 (*Protection of the Security Trustee, the Finance Parties and any Receiver*) from its due date up to the date of actual payment (both before and after judgment)

#### **16 5 Indemnity out of the Charged Property**

The Security Trustee, the other Finance Parties, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 16 3 (*Indemnity*)

#### **16 6 Continuing protection**

The provisions of this Clause 16 (*Protection of the Security Trustee, the Finance Parties and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office

### **17 PROVISIONS RELATING TO THE SECURITY TRUSTEE**

#### **17 1 Powers and discretions**

The rights, powers and discretions given to the Security Trustee in this Deed -

- (a) may be exercised as often as, and in such manner as, the Security Trustee thinks fit,
- (b) are cumulative, and are not exclusive of any of its rights under the general law, and
- (c) may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it

#### **17 2 Assignment**

The Security Trustee may assign this Deed to any successor in title to any of the Secured Liabilities or to a replacement Security Trustee appointed in accordance with the provisions of the Security Trust and Intercreditor Deed, and each Finance Party may assign its interest in this Deed in whole or in part to any successor in title to any of the Secured Liabilities, and the Security Trustee and any Finance Party may disclose any information in its possession



relating to any Chargor, its affairs or the Secured Liabilities to any actual or prospective assignee

**17 3 Trusts**

The perpetuity period for any other constituted by this Deed shall be 125 years

**17 4 Provisions of the Security Trust and Intercreditor Deed**

The provisions of the Security Trust and Intercreditor Deed shall apply to the Security Trustee's rights and duties and the resignation of the Security Trustee as if set out in this Deed

**18 PRESERVATION OF SECURITY**

**18 1 Continuing Security**

This Deed shall be a continuing security to the Security Trustee and shall remain in force until expressly discharged in writing by the Security Trustee notwithstanding any intermediate settlement of account or other matter or thing whatsoever

**18 2 Additional Security**

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Trustee or any other Finance Party may have now or at any time in the future for or in respect of any of the Secured Liabilities

**18 3 Waiver of Defences**

Neither the Security created by this Deed nor the obligations of the Chargors under this Deed will be affected by an act, omission, matter or thing which, but for this Clause 18 3, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Security Trustee or any other Finance Party) including -

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person,
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person,
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document, or
- (g) an insolvency, liquidation, administration or similar procedure



**18.4 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Trustee or any other Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights of Security or claim payment from any person before claiming from a Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

**18.5 Appropriations**

The Security Trustee and each Finance Party may -

- (a) refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 12.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities.

**18.6 New Accounts**

If the Security Trustee or any other Finance Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of a Chargor, the Security Trustee and the relevant Finance Party or Finance Parties may close the current account or accounts and/or open a new account or accounts for such Chargor. If the Security Trustee or any other Finance Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by such Chargor to the Security Trustee or that Finance Party shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the Secured Liabilities.

**18.7 Tacking**

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Trustee confirms on behalf of the Lenders that the Lenders shall make further advances to the Chargors on the terms and subject to the conditions of the Finance Documents.

**18.8 Deferral of Chargor's rights**

Unless the Security Trustee otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by its obligations under this Deed or the enforcement of the Security created by this Deed -

- (a) to receive or claim payment from, or be indemnified by an Obligor,
- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Finance Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Finance Party,
- (d) to exercise any right of set-off against any Obligor, and/or



- (e) to claim or prove as a creditor of any Obligor in competition with any Finance Party

**19 RELEASE**

**19 1 Release**

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Security Trustee shall, or shall procure that its appointees will release the Charged Property free from any Security created by this Deed and will, at the request and cost of the Chargors

- (a) re-assign the Charged Property that has been assigned to the Security Trustee under this Deed,
- (b) discharge the Chargors from all their obligations under this Deed, and
- (c) execute and deliver a deed of release in the agreed form and take such other steps as the Chargors (or any of them) may reasonably request in connection with the release of any and all of the Security granted by the Chargors (or any of them) pursuant to this Deed

**19 2 Consolidation**

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed

**20 MISCELLANEOUS PROVISIONS**

**20 1 Facilities Agreement provisions**

The provisions of clause 36 (*Set-Off*), 37 (*Notices*), 38 (*Calculations and Certificates*), 39 (*Severability*), 42 (*Amendments and Waivers*) and 43 (*Confidentiality*) of the Facilities Agreement shall apply mutatis mutandis to this Deed as if set out in full herein

**20 2 Counterparts**

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

**20 3 Accession Letter**

Each of the parties agrees that each Accession Letter shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed

**20 4 Notice and acknowledgement of security**

- 20 4 1** The parties agree that by signing this deed each Chargor confirms that it has notice of and acknowledges that the relevant Chargor has assigned by way of security (in the form and manner set out in this Deed) the benefit of and its whole present and future rights under the Specified Contracts to which it is a party Further the Account Bank confirms that by signing this Deed, it has notice of and acknowledges that the relevant Chargor has charged (in the form and manner set out in this Deed) the Accounts to which it is the Account Bank set out in Schedule 2 (*Details of Accounts*)



**21        GOVERNING LAW**

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

**22        ENFORCEMENT**

**22 1      Jurisdiction of English Courts**

- (a)        The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding 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 to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no such party will argue to the contrary
- (c)        This Clause 22 1 (*Jurisdiction of English Courts*) is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions

**EXECUTED AND DELIVERED AS A DEED** on the date set out at the beginning of this Deed



**SCHEDULE 1**  
**THE CHARGORS**

<b>Company name</b>	<b>Company Number</b>	<b>Address for service</b>
Renewable Energy Holdco Limited	08255588	Higher Hill Farm Butleigh Glastonbury Somerset BA6 8TW
Wyld Meadow Farm Solar Park Limited	07998189	Higher Hill Farm Butleigh Glastonbury Somerset BA6 8TW
Chilton Cantello Solar Park Limited	07998083	Higher Hill Farm Butleigh Glastonbury Somerset BA6 8TW
Crossways Solar Park Ltd	07998173	Higher Hill Farm Butleigh Glastonbury Somerset BA6 8TW



**SCHEDULE 2**  
**DETAILS OF ACCOUNTS**

<b>Account Holder</b>	<b>Account Type</b>	<b>Sort Code</b>	<b>Account Number</b>
Renewable Energy Holdco Limited	Proceeds Account	██████	██████
Renewable Energy Holdco Limited	Insurance Proceeds Account	██████	██████
Renewable Energy Holdco Limited	Debt Service Reserve Account	██████	██████
Renewable Energy Holdco Limited	Maintenance Reserve Account	██████	██████
Renewable Energy Holdco Limited	Operating Account	██████	██████
Renewable Energy Holdco Limited	Mandatory Prepayment Account	██████	██████



**SCHEDULE 3**  
**DETAILS OF LAND**  
**REGISTERED LAND**

<b>Title number</b>	<b>Description</b>	<b>Chargor</b>
DT396491	Wyld Meadow Farm Solar Park, Monkton Wyld, Bridport, DT6 6DD	Wyld Meadow Farm Solar Park Limited
DT395732	Crossways Solar Park, Moreton Road, Crossways, Dorchester	Crossways Solar Park Ltd
WS63568	Chilton Cantello Solar Park, Little Marston Farm, Marston Magna, Yeovil BA22 8BJ	Chilton Cantello Solar Park Ltd



#### SCHEDULE 4

##### DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Chilton Cantello Solar Park Limited	100 ordinary shares	Renewable Energy (UK) LLP / Renewable Energy Holdco Limited <sup>1</sup>
Wyld Meadow Farm Solar Park Limited	100 ordinary shares	Renewable Energy (UK) LLP / Renewable Energy Holdco Limited <sup>2</sup>
Crossways Solar Park Ltd	100 ordinary shares	Renewable Energy (UK) LLP / Renewable Energy Holdco Limited <sup>2</sup>

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<sup>1</sup> For the avoidance of doubt, as at the date hereof, the charge over the shares in each of Chilton Cantello Solar Park Limited, Wyld Meadow Farm Solar Park Limited and Crossways Solar Park Limited is contained in the LLP Share Charge (as defined in the Facilities Agreement) Following the unconditional transfer of the legal and beneficial interest in the shares in each of Chilton Cantello Solar Park Limited, Wyld Meadow Farm Solar Park Limited and Crossways Solar Park Limited in accordance with the Restructuring Plan, such shares will be charged under this Deed by Renewable Energy Holdco Limited



## **SCHEDULE 5**

### **DETAILS OF SPECIFIC CONTRACTS**

- (a) the Chilton EPC Contract,
- (b) the Power Purchase Agreements,
- (c) the Chilton PPA Side Letters,
- (d) the Chilton Lease,
- (e) the Chilton Connection Agreement,
- (f) the Chilton O&M Contract,
- (g) the Crossways EPC Contract,
- (h) the Crossways PPA Side Letters,
- (i) the Crossways Lease,
- (j) the Crossways Connection Agreement,
- (k) the Crossways O&M Contract,
- (l) the Wyld Meadow EPC Contract,
- (m) the Wyld Meadow PPA Side Letters,
- (n) the Wyld Meadow Lease,
- (o) the Wyld Meadow Connection Agreement,
- (p) the Wyld Meadow O&M Contract,
- (q) the Collateral Warranties and Appointments (with the exception of the Deed of Warranty of Contract Administrator and Quantity Surveyor (1001-1003-02 M Jones) between Michael G W Jones, Crossways and BSRL and the Deed of Warranty of Fencing Contractor (1001-1004-02 Barkers) between Barkers Engineering Limited, Crossways and BSRL), and
- (r) the Metering Agreements



## SCHEDULE 6

### DEED OF ACCESSION

THIS DEED OF ACCESSION is made on [ ]

#### BETWEEN -

- (1) [ ] (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at [ ],
- (2) [•] (the "**Chargors**"), and
- (3) **BARCLAYS BANK PLC** as the Security Trustee

#### WHEREAS -

- (A) The New Chargor is, or will on the date of this Accession Letter become, a wholly-owned Subsidiary of [•]
- (B) The Chargors have entered into a deed dated [ ] (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") with Barclays Bank PLC as agent and Security Trustee for the Finance Parties
- (C) The New Chargor in consideration of the Finance Parties making or continuing to make facilities available to the Parent or any other member of its group and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Accession Letter by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture

IT IS AGREED as follows -

#### DEFINITIONS AND INTERPRETATION

- 1 **TERMS DEFINED IN THE DEBENTURE SHALL HAVE THE SAME MEANING IN THIS DEED.**
- 1 1 The principles of interpretation set out in Clause 1 3 of the Debenture shall apply to this Accession Letter insofar as they are relevant to it, as they apply to the Debenture
- 2 **ACCESSION**
  - The New Chargor agrees -
  - 2 1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Accession Letter), and
  - 2 2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor



### **3 SECURITY**

The New Chargor mortgages, charges and assigns to the Security Trustee, as agent and trustee for the Finance Parties, all its business, undertaking and assets on the terms of Clause [ ] of the Debenture, provided that -

- 3 1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*),
- 3 2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Details of Shares*),
- 3 3 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 3 (*Details of Specific Contracts*)

### **4 EFFECT ON DEBENTURE**

The Debenture and this Accession Letter shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Accession Letter

### **5 GOVERNING LAW**

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

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed



**The New Chargor**

**EXECUTED** as a Deed )  
by **[NAME OF COMPANY] [LIMITED] [PLC]** )  
acting by two Directors or a Director and its )  
Secretary - )  
)

Director

Director/Secretary

**[The Chargors<sup>2</sup>**

**EXECUTED** (but not delivered )  
until the date hereof) **AS A DEED** )  
by **RENEWABLE ENERGY HOLDCO** )  
**LIMITED** )  
acting by - )

Director

Director/Secretary

**EXECUTED** (but not delivered )  
until the date hereof) **AS A DEED** )  
by **WYLD MEADOW FARM SOLAR PARK** )  
**LIMITED** )  
acting by - )

Director

Director/Secretary

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<sup>2</sup> To be confirmed if required



**EXECUTED** (but not delivered  
until the date hereof) **AS A DEED** )  
by **CHILTON CANTELLO SOLAR PARK** )  
**LTD** )  
acting by - )

Director

Director/Secretary

**EXECUTED** (but not delivered  
until the date hereof) **AS A DEED** )  
by **CROSSWAYS SOLAR PARK LTD** )  
acting by - )

Director

Director/Secretary

**The Security Trustee**

**SIGNED** for and on behalf of )  
**BARCLAYS BANK PLC** )

Authorised Signatory



## SCHEDULE 7

### FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACTS

#### 1 2 Part 1: Form of notice re Specific Contracts

[On letterhead of Chargor]

To [Name of counterparty to [each] Specific Contract]  
Address [ ]  
Attention [ ]  
Date [ ]

Dear Sirs

[Specify relevant Specific Contract(s) (the "Specific Contract(s)")]

- 1 We hereby give notice that by a Debenture between us and Barclays Bank PLC (the "**Bank**") as Agent and Security Trustee therein specified (the "**Security Trustee**") dated [●] the ("**Debenture**") we have assigned by way of security to the Security Trustee the benefit of and our whole present and future rights under the Specific Contract[s] and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to us under or in respect thereof and all our present and future claims, rights, remedies and causes of action thereunder (the "**Connected Rights**")
- (a) We irrevocably instruct and authorise you without further reference to or enquiry or permission from us
  - (b) Not to accept or act upon any notice, instruction, authorisation or request hereafter given by us with regard to amendment or termination, rescission or repudiation of [any of] the Specific Contract[s] without the Security Trustee's written confirmation of those instructions,
  - (c) To disclose to the Security Trustee any information about the Specific Contract[s] and Connected Rights which it may hereafter request or any time and from time to time,
  - (d) Notwithstanding the assignment referred to, we shall remain liable to fulfil all obligations and liabilities under or in respect of the Specific Contract[s], and neither the Security Trustee nor any receiver appointed by it shall have any such obligation or liability to you (but may elect to fulfil same)
  - (e) Unless and until the Security Trustee gives you written notice that the Debenture has become enforceable in accordance with its terms (an "**Enforcement Notice**"),
  - (f) We remain entitled (subject to paragraph 1 1(a) above) to exercise all rights, powers and discretions conferred by the Specific Contract[s], and
  - (g) You should send all notices and other communications under and in respect of the Specific Contract[s] and Connected rights to us and make all payments under and in respect of the Specific Contract[s] and Connected Rights to [account details to be advised]
  - (h) Upon the Security Trustee giving you an Enforcement Notice



- (i) The Security Trustee shall be entitled immediately or at any time thereafter to exercise all the rights, powers and discretions conferred under or available at law or in equity in respect of the Specific Contract[s] and Connected Rights, and
  - (j) You should hold all present and future rights, interests and benefits arising under or in respect of the Specific Contract[s] and the Connected Rights to the order of the Security Trustee and make all further payments in respect thereof to such account or accounts (if any) or otherwise as the Security Trustee may direct
  - (k) We irrevocably agree that you shall be entitled to rely and act on any Enforcement Notice without enquiry
  - (l) [For the avoidance of doubt, this notice relates to an assignment by way of security only and will not constitute an absolute assignment This is therefore not an "assignment" for the purpose of the Specific Contract[s] until you have received an Enforcement Notice referred to in paragraph 1 3 above ]
- 1 1 2 Please confirm that you have not received notice or are otherwise aware of any other assignment, charge, encumbrance or third party interest in respect of [any of] the Specific Contract[s] or Connected Rights and that you have not claimed or exercised and will not claim or exercise any right of set-off, counterclaim, deduction, retention or security interest in respect thereof
- 1 1 3 Please confirm that you will not terminate, rescind or repudiate [any of] the Specific Contract[s] without giving the Security Trustee 30 days prior written notice of such proposed termination, rescission or repudiation specifying the action required to avoid same and in particular where any breach or default on the part of the Chargor of the terms of [any of] the Specific Contract[s] would entitle you to terminate, rescind or repudiate same, you shall not exercise such right without first giving the Security Trustee 30 days prior written notice specifying such breach or default, and the action required to rectify same, and affording it the opportunity to effect such rectification
- 1 1 4 Please also confirm that at the date of your acknowledgement no breach or default on our part or any other ground or circumstance exists which would entitle you to terminate, rescind or repudiate [any of] the Specific Contract[s]
- 1 1 5 The instructions and authorisations in this letter may not be revoked or amended without the prior written consent of the Security Trustee
- 1 1 6 This notice shall be governed by English law
- 1 1 7 Please acknowledge receipt and confirm your agreement to the terms of this letter by sending the attached acknowledgement to the Security Trustee with a copy to us

Yours faithfully

For and on behalf of **[insert relevant Chargor]**

5 1 1

Director/Authorised Signatory



1 2      **Part 2: Form of acknowledgement re Specific Contracts**

**[On letterhead of each counterparty to each Specific Contracts]**

To                      Barclays Bank PLC  
                            as Security Trustee specified in the Debenture  
Address                1 Churchill Place  
                            London  
                            E14 5HP  
Attention              Head of Infrastructure and Project Finance  
  
Copied to              [insert relevant Chargor]  
Address                [       ]  
Attention              [       ]  
  
Date                    [       ]

Dear Sirs

*[Specify relevant Specific Contracts as per notice of assignment](the "Specific Contracts")*

- 1            We hereby acknowledge receipt from [●] (the "Chargor") of a notice of assignment dated [●] of the benefit of its whole present and future rights under the Specific Contracts, and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Chargor under or in respect thereof and all its present and future claims, rights, remedies and causes of action thereunder (the "Connected Rights")
- 2            We confirm that we accept the instructions and authorisations contained in paragraph 1 of the said notice and undertake to comply with their terms
- 3            We have not received notice nor are we aware of any other assignment, charge, encumbrance or third party interest in respect of the [any of] the Specific Contracts or the Connected Rights, and we have not claimed or exercised and will not claim or exercise, any right of set-off, counterclaim, deduction, retention or security interest in respect thereof
- 4            We will not terminate, rescind or repudiate [any of] the Specific Contracts without giving you 30 days prior written notice of such proposed termination, rescission or repudiation specifying the action required to avoid same and in particular, where any breach or default on the part of the Chargor of the terms of [any of] the Specific Contracts would entitle us to terminate rescind or repudiate same we will not exercise such right without first giving you 30 days prior written notice specifying such breach or default and the action required to rectify same, and affording you the opportunity to effect such rectification
- 5            At the date of this letter, no breach or default on the part of the Chargor or any other ground or circumstance exists which would entitle us to terminate, rescind or repudiate [any of] the Specific Contracts
- 6            We are aware that you will rely on this letter in respect of your rights under the Debenture



7        This letter shall be governed by English law

Yours faithfully,

For and on behalf of [Counterparty] Limited [plc]

Director/Authorised Signatory

Full Name



## SCHEDULE 8

### FORM OF NOTICE OF CHARGE OF ACCOUNTS

#### Part 1. Form of notice of charge to Account Bank(s)

[On letterhead of Chargor]

To	Name of Account Bank
Branch	[       ]
Address	[       ]
Attention	[       ]

Date                    [       ]

Dear Sirs

**Account number[s]: [specify] (the "Account[s]")**

- 1        We hereby give notice that by a Debenture made between us and Barclays Bank PLC as Agent and Security Trustee therein specified (the "Security Trustee") dated [●] 2013 (the "Debenture") we have charged by way of security to the Security Trustee our whole right, title and interest present and future in the accounts listed above (the "Accounts"), the debt(s) thereby represented, and all sums, whether principal or interest, now or hereafter deposited in or otherwise standing to the credit of the Accounts
- 2        "Facilities Agreement" means the loan agreement dated on or around the date of the Debenture entered into by us (among others) and Barclays Bank PLC acting as mandated Arranger, Agent, Original Lender, Account Bank and Security Trustee as amended, supplemented, novated, extended or restated from time to time
- 3        We irrevocably instruct and authorise you, at any time and from time to time without further reference to, or enquiry or permission from, us
  - (a)        to disclose to the Security Trustee any information about the Accounts which it may request, and
  - (b)        to continue to deal with, and accept any instructions from us in respect of the Account[s] and permit us to debit and withdraw and conduct any other transaction in respect of the Account[s] without consulting the Security Trustee
- 4        Following receipt of a notice from the Security Trustee that an enforcement event has occurred ("Enforcement Notice"), we authorise you to
  - (c)        to comply with the terms of any written notice or instruction relating or purporting to relate to the Accounts which you may receive from the Security Trustee,
  - (d)        to hold all sums standing at credit of the Accounts to the order of the Security Trustee and if required in the written instructions from the Security Trustee, to pay all or any of such sums to the Security Trustee, and
  - (e)        to pay or release any sum standing at credit of the Accounts in accordance with the Facilities Agreement or at any time after the Security has become enforceable, in compliance with the Security Trustee's instructions only



- 5 The instructions and authorisations in this letter may not be revoked or amended without the prior written consent of the Security Trustee. For the avoidance of doubt, any notice, instruction or authorisation from the Security Trustee may validly be given by fax.
- 6 Please confirm that you have not received notice or are otherwise aware of any other assignment, charge, encumbrance or third party interest in respect of the Account[s] or the sums standing at credit of or any rights or benefits relating to the Account[s] and that you have not claimed or exercised, and will not claim or exercise any right of set-off, counterclaim, deduction, lien or combination of accounts or security interest in respect thereof.
- 7 This letter is governed by English law.
- 8 Please acknowledge receipt and confirm your agreement to the terms hereof by sending the attached acknowledgement to the Security Trustee with a copy to us.

Yours faithfully

For and on behalf of [●] Limited

Director/Authorised Signatory

Full Name



**Part 2: Form of acknowledgement from Account Bank(s)**

**[On letterhead of [each] Account Bank]**

To Barclays Bank PLC  
as Security Trustee specified in the Debenture  
Address 1 Churchill Place  
London  
E14 5HP  
Attention Head of Infrastructure and Project Finance

Copied to [Insert relevant Chargor]  
Address [ ]  
Attention [ ]

Date [ ]

Dear Sirs

**Account number[s]. [specify] (the "Accounts")**

- 1 We hereby acknowledge receipt from [Insert relevant Chargor] (the "Chargor") of a notice of charge dated [●] of its whole right, title and interest, present and future, in the Accounts, the debt(s) thereby represented, and all sums, whether principal or interest, now or hereafter deposited in or otherwise standing to the credit of the Accounts. We also acknowledge receipt of a copy of the Debenture dated [●] 2013 between you and the Chargor.
- 2 We confirm that
  - (a) we accept the instructions contained in the said notice and undertake to comply with its terms,
  - (b) we have not received nor are we aware of any other assignment, charge, encumbrance or third party interest in respect of the Accounts or the sums standing at credit of or, any rights and benefits relating to the Accounts,
  - (c) we have not claimed or exercised, nor will we claim or exercise, any right of set-off, counterclaim, deduction, lien, combination of accounts or security interest in respect of the Accounts,
  - (d) we will not permit any amount to be withdrawn from the Accounts other than in accordance with the Facilities Agreement or at any time after the Security has become enforceable, in compliance with the your instructions only
- 3 We are aware that you will rely on this letter in respect of your rights under the Debenture



4        This letter is governed by English law

Yours faithfully

For and on behalf of [Account Bank] plc [Limited]

Authorised Signatory

Full Name



EXECUTED by the parties.

**CHARGORS**

EXECUTED for and on behalf of

**RENEWABLE ENERGY HOLDCO LIMITED by**

[Redacted Signature]

Director

DOUGLAS FRIEND

Full Name

Witnessed by.

CHARLOTTE ROE

in the presence of

Witness Trainee Solicitor

S J Berwin LLP

Full Name 10 Queen Street Place  
London EC4R 1BE

Address

EXECUTED for and on behalf of

**WYLD MEADOW FARM SOLAR PARK LIMITED by**

[Redacted Signature]

Director

DOUGLAS FRIEND

Full Name

Witnessed by.

CHARLOTTE ROE

in the presence of

Witness Trainee Solicitor

S J Berwin LLP

Full Name 10 Queen Street Place  
London EC4R 1BE

Address

EXECUTED for and on behalf of

**CHILTON CANTELLO SOLAR PARK LTD by**

[Redacted Signature]

Director

DOUGLAS FRIEND

Full Name

Witnessed by.

CHARLOTTE ROE

in the presence of

Witness Trainee Solicitor

S J Berwin LLP

Full Name 10 Queen Street Place  
London EC4R 1BE

Address



EXECUTED for and on behalf of

**CROSSWAYS SOLAR PARK LTD** by



Director

DOUGLAS FRIEND

Full Name

Witnessed by



CHARLOTTE ROE

in the presence of

Witness

Trainee Solicitor  
S J Berwin LLP

Full Name

10 Queen Street Place  
London EC4R 1BE

Address

### SECURITY TRUSTEE

EXECUTED for and on behalf of

**BARCLAYS BANK PLC** by



Christine Galeon

Authorised Signatory

Full Name

in the presence of



Dawn Elizabeth Bell

Witness

Full Name

30 Crown Place, LONDON  
EC2A 4ES

Address

### ACCOUNT BANK

EXECUTED for and on behalf of

**BARCLAYS BANK PLC** by



Christine Galeon.

Authorised Signatory

Full Name

in the presence of



Dawn Elizabeth Bell

Witness

Full Name

30 Crown Place, LONDON  
EC2A 4ES

Address



1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]