

137671/23

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

MR01

Particulars of a charge

laserform



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

☒ **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

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration**  
**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  
scanned and placed on the public record. **Do not send the original.**



LD8 30/12/2016 #227  
COMPANIES HOUSE

1

**Company details**

Company number

09671431

Company name in full

PETERBOROUGH GREEN ENERGY LIMITED



For official use

**Filing 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

01/09/2016

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

UNICREDIT SpA (and its  
successors in title and  
permitted transferees)

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

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument  Brief description	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement</b> 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature X      Linklaters LLP      X  This form must be signed by a person with an interest in the charge	



MR01


Particulars of a charge


 <b>Presenter information</b>	
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	Paul Doe
Company name	
Address	Linklaters LLP One Silk Street London EC2Y 8HQ
Post town	
County/Region	
Postcode	
Country	
DX	
Telephone	

<input checked="" type="checkbox"/> <b>Certificate</b>
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.


<input checked="" type="checkbox"/> <b>Checklist</b>
We may return forms completed incorrectly or with information missing.

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

 <b>Important information</b>
Please note that all information on this form will appear on the public record.

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A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.
Make cheques or postal orders payable to 'Companies House'.

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You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.
<b>For companies registered in England and Wales.</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
<b>For companies registered in Scotland:</b> 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)
<b>For companies registered in Northern Ireland:</b> 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

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This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.gov.uk/companieshouse">www.gov.uk/companieshouse</a>





FILE COPY

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

Company number: 9671431

Charge code: 0967 1431 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2016 and created by PETERBOROUGH GREEN ENERGY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2016.

LC

Given at Companies House, Cardiff on 6th January 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



✓  
Certified as a true copy of the original  
except for redactions made in  
accordance with section 859G  
of the Companies Act 2006

Linklaters LLP  
23 December 2016

SECURITY AGREEMENT

dated 19 December 2016

created by

THE COMPANIES NAMED IN SCHEDULE 1  
as Chargors

in favour of

UNICREDIT S P A  
acting as Security Agent

**Linklaters**

Ref TLVA

Linklaters LLP



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## **THE SCHEDULES**

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THIS DEED is dated 19 December 2016 and made between

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (the "**Chargors**"), and
- (2) **UNICREDIT S.P.A.**, as security agent for the Secured Parties (the "**Security Agent**")

**Background**

- (A) KNM Process Systems SDN BHD entered into the Facility Agreement on or about the date hereof
- (B) It is a condition precedent to the Loans to be made under the Facility Agreement that each Chargor enters into this Deed and guarantees the obligations of the Borrower under the Facility Agreement
- (C) The board of directors of each Chargor is satisfied that entering into this Deed would be most likely to promote the success of that Chargor for the benefit of its members as a whole and to the further benefit and advantage of that Chargor
- (D) The Parties acknowledge that SACE will be immediately and automatically subrogated to the rights of the Finance Parties (including with respect to this Deed) to the extent of any payment made by or on behalf of SACE under the SACE Insurance Policy in accordance with the SACE Insurance Policy
- (E) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (F) The Security Agent holds the benefit of this Deed for the Finance Parties on the terms of the Finance Documents

IT IS AGREED as follows

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed

**"Administrator"** means an administrator appointed under Schedule B1 to the Insolvency Act

**"Borrower"** means KNM PROCESS SYSTEMS SDN BHD, a company incorporated under the laws of Malaysia, with registered office at 15, Jalan Dagang SB 4/1, Taman Sungai Besi Indah, 43300 Seri Kembangan, Selangor Darul Ehsan, Malaysia and company registration number 200140-X

**"Delegate"** means a delegate or sub-delegate appointed by the Security Agent or a Receiver in accordance with this Deed

**"Facility Agreement"** means the €25,000,000.00 facility agreement dated 19 December 2016 between KNM PROCESS SYSTEMS SDN BHD, as borrower, KNM GROUP BERHAD, as guarantor and UniCredit S p A as Arranger, Lender, Agent and Security Agent

**"Finance Document"** means the Facility Agreement, any fee Letter, any security document, any utilisation request referred to as such in the Facility Agreement and any other document designated as such by the Agent and the Borrower



**"Finance Party"** means the Security Agent, the agent, an arranger or a lender as described in the Facility Agreement

**"Insolvency Act"** means the Insolvency Act 1986

**"Insurances"** means, in relation to a Chargor, all its right, title and interest from time to time in and to all contracts and policies of insurance of any kind taken out by or on behalf of it in respect of the Plant and Machinery and all Related Rights

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

**"Party"** means a party to this Deed

**"Plant and Machinery"** means, in relation to a Chargor, all its right, title and interest from time to time in and to all plant and machinery described under Schedule 3 (*Plant and Machinery*), as amended from time to time, and all Related Rights

**"Quasi Security"** means a transaction under which any member of the Group will

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor (as defined in the Facility Agreement) or any other member of the Group,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

**"Receiver"** means a receiver and manager or other receiver appointed in respect of all or any part of the Security Assets and shall, if allowed by law, include an administrative receiver

**"Related Rights"** means, in relation to a Security Asset

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Security Asset,
- (b) any moneys or proceeds paid or payable deriving from that Security Asset,
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset,
- (d) any awards or judgments in favour of a Chargor in relation to that Security Asset, and
- (e) any other assets deriving from, or relating to, that Security Asset

**"Secured Liabilities"** means all present and future liabilities and obligations at any time due, owing or incurred by any Chargor or an Obligor to any Finance Party and/or SACE under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as



principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution,
- (d) any claim as a result of any recovery by any Obligor of a payment, prepayment, repayment, redemption, defeasance or discharge of those liabilities or obligations on the grounds of preference or otherwise, and
- (e) any claim as a result of the subrogation of SACE to the rights of the Lenders (including with respect to the guarantee and indemnity under Clause 17 (*Guarantee and Indemnity*) of the Facility Agreement to the extent of any payment made by or on behalf of SACE under the SACE Insurance Policy (as defined in the Facility Agreement) in accordance with the SACE Insurance Policy (as defined in the Facility Agreement),

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

**"Security Assets"** means the assets which from time to time are, or expressed to be, the subject of the Security Interests or any part of those assets

**"Security Interests"** means all or any of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed

## 1 2 **Incorporation of defined terms**

Unless a contrary indication appears, terms defined in the Facility Agreement have the same meaning in this Deed

## 1 3 **Construction**

- (a) Any reference in this Deed 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, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument
- (b) The provisions in Clause 1 2 (*Construction*) of the Facility Agreement apply to this Deed, except that references to the Facility Agreement shall be construed as references to this Deed

## 1 4 **Third Party Rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Act"**) to enforce or to enjoy the benefit of any term of this Deed other than SACE in respect of all the provisions of this Deed



- (b) Notwithstanding any term of any Finance Document, the consent of any person (other than SACE) who is not a Party is not required to rescind or vary this Deed at any time

**1 5 Disposition**

The terms of the other Finance Documents and of any other agreement or instrument between the Parties are incorporated into each Finance Document to the extent required for any disposition or purported disposition of all or any part of any other relevant Security Asset 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

**2 SECURITY INTERESTS**

**2 1 Creation of Security Interests**

- (a) Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Agent
- (i) by way of first fixed charge, all its Plant and Machinery,
  - (ii) by way of first floating charge, all its Plant and Machinery, both present and future (including assets expressed to be charged under Clause 2 1(a)(i)), and
  - (a) by way of first fixed charge, all its Insurances, to the extent not validly and effectively assigned under paragraph (b) below
- (b) Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigns to the Security Agent by way of security all its Insurances

**2 2 Ranking**

The floating charge created by each Chargor under Clause 2 1 (*Creation of Security Interests*) ranks

- (a) behind the fixed charge created by that Chargor, but
- (b) in priority to any other Security over the Security Assets of that Chargor except for Security ranking in priority in accordance with paragraph (g) of Schedule 1 (*Rights of Receivers*)

**2 3 Conversion by notice**

The Security Agent may convert the floating charge over all or any of the Security Assets into a fixed charge by notice to the relevant Chargor specifying the relevant Security Assets

- (a) if it considers it desirable to do so in order to protect or preserve the Security Interests over those Security Assets and/or the priority of those Security Interests, and/or
- (b) while an Event of Default is continuing

**2 4 Automatic conversion**

If

- (a) any Chargor takes any step to create any Security or Quasi Security in breach of Clause 3 1 (*Negative pledge*) over any Security Asset subject to a floating charge, or



- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such Security Asset,

the floating charge over the relevant Security Assets shall automatically and immediately be converted into a fixed charge

## **2.5 Company voluntary arrangement moratorium**

Obtaining a moratorium or doing anything with a view to obtaining a moratorium pursuant to Schedule A1 of the Insolvency Act (including any preliminary decision or investigation) shall not cause the floating charge over all or any of the Security Assets to crystallise until the date upon which it is permitted to crystallise in accordance with paragraph 13 of Schedule A1 of the Insolvency Act

## **3 RESTRICTIONS ON DEALING WITH SECURITY ASSETS**

### **3.1 Negative pledge**

No Chargor shall create or permit to subsist any Security or Quasi Security over any Security Asset, without the consent of the Security Agent

### **3.2 Disposals**

No Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Security Asset, without the consent of the Security Agent, except as permitted under Clause 21.4(b)(i) of the Facility Agreement

## **4 FURTHER ASSURANCE**

- (a) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
  - (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Interests) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law, or
  - (ii) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed, and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties (or SACE in case of subrogation to the rights of the Lenders in accordance with the SACE Insurance Policy) by or pursuant to this Deed, including, as soon as practicable,



affixing to and maintaining on each Security Asset in a conspicuous place, a clearly legible identification plate containing the following wording or similar

- (c) Each Chargor acknowledges that SACE will be immediately and automatically subrogated to the rights of the Security Agent or the Finance Parties to the extent of any payment made by or on behalf of SACE under the SACE Insurance Policy in accordance with the SACE Insurance Policy

## **5 INSURANCES**

### **5.1 Documents**

Each Chargor shall promptly upon request by the Security Agent deliver to it, and the Security Agent shall be entitled to hold, such contracts and policies of insurance taken out by or on behalf of it and the related premium receipts, and such other documents relating to that Chargor's Insurances, as the Security Agent requires

### **5.2 Sole loss payee**

Each Chargor shall ensure that each contract and policy of insurance taken out by or on behalf of it names the Security Agent as sole loss payee

### **5.3 Enforceability**

No Chargor shall do or omit to do or permit to be done or omitted anything which might render any of its Insurances void, voidable or unenforceable

### **5.4 Power to insure**

- (a) If a Chargor does not comply with any requirement of Clause 21.7 (*Insurance*) of the Facility Agreement, the Security Agent may take out any insurances of the assets of that Chargor or any of them reasonably required by the Security Agent and may take any action reasonably required by the Security Agent to comply with any such provision
- (b) The cost and expense of any action referred to in paragraph (a) above shall be borne by the relevant Chargor

### **5.5 Notice of assignment**

Each Chargor shall on the date of this Deed give notice of the assignment in paragraph (b) of Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Schedule 7 (*Form of notice of assignment of Insurances*) (or in such other form as is acceptable to the Security Agent) and shall use its best endeavours to ensure that each recipient of any such notice promptly signs and returns the relevant form of acknowledgement

### **5.6 Use of proceeds**

The proceeds of any insurance claim shall be applied, at the option of the Security Agent

- (a) promptly towards making good the loss or damage in respect of which the proceeds were received, or
- (b) towards the discharge of any Secured Liabilities



## **6 GENERAL UNDERTAKINGS**

### **6.1 Information**

Each Chargor shall supply to the Security Agent promptly such information regarding its financial condition, business and operations, its Security Assets and its compliance with this Deed as the Security Agent may reasonably request

### **6.2 Maintenance of Security Assets**

Each Chargor shall

- (a) notify the Security Agent promptly upon acquiring and/or taking possession of any Security Asset,
- (b) ensure that any Security Asset is only used for a purpose for which it is designed,
- (c) at its own expense, maintain each Security Asset in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules,
- (d) at its own expense, renew and replace any parts of the Security Asset when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value,
- (e) keep or procure to be kept accurate, complete and up to date records of all repairs, servicing and maintenance carried out on the Security Assets,
- (f) permit the Security Agent and/or any of its representatives (including workmen, surveyors, valuers and other persons) at all reasonable times to view the condition of any of its Security Assets and procure the maintenance or repairs of the same to the extent it considers necessary,

### **6.3 No other prejudicial conduct**

Each Chargor shall not do, or permit to be done, anything which could prejudice the Security Interests

## **7 REPRESENTATIONS AND WARRANTIES**

Each Chargor

- (a) makes the representations and warranties set out in Clause 18 (*Representations*) of the Facility Agreement to the Security Agent on the date of this Deed, and
- (b) represents and warrants to the Security Agent that
  - (i) it is, in case of the Borrower (or will be, in case of the Project Company after delivery of the Security Asset to the Project Company), the legal and beneficial owner of the assets listed in Schedule 2 (*Plant and Machinery*),
  - (ii) none of the Security Assets (or any part of them) is or will be treated as being fixed to any land, premises or other property



## **8 ENFORCEMENT OF SECURITY INTERESTS**

### **8 1 When enforceable**

The Security Interests shall be immediately enforceable on and at any time after the occurrence of an Event of Default which is continuing

### **8 2 Enforcement action**

At any time after the Security Interests have become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security Interests in any manner it sees fit or as directed by the Majority Lenders

### **8 3 Law of Property Act powers**

At any time after the Security Interests have become enforceable, the powers, authorities and discretions conferred by the Law of Property Act on mortgagees, including the power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act, as varied and extended by this Deed, shall be immediately exercisable

## **9 LAW OF PROPERTY ACT**

### **9 1 Section 101**

The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act on mortgagees, as varied and extended by this Deed, shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the date of this Deed and shall be exercisable in accordance with Clause 8 3 (*Law of Property Act powers*)

### **9 2 Section 103**

Section 103 (*Regulation of exercise of power of sale*) of the Law of Property Act shall not apply to this Deed

### **9 3 Section 93**

Section 93 (*Restriction on consolidation of mortgages*) of the Law of Property Act shall not apply to this Deed

## **10 APPOINTMENT OF RECEIVERS AND ADMINISTRATORS**

### **10 1 Appointment of Receivers**

If

(a) requested by any Chargor, or

(b) the Security Interests have become enforceable,

without any notice or further notice, the Security Agent may, by deed or otherwise in writing signed by the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver of all or any part of the Security Assets. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally



**10 2 Appointment of Administrators**

Paragraph 14 of Schedule B1 to the Insolvency Act applies to this Deed and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph

**10 3 Agent of Chargor**

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults

**10 4 Remuneration of Receivers**

The Security Agent may determine the remuneration of any Receiver and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the Law of Property Act shall not apply. The Security Agent may direct payment of that remuneration out of moneys it receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver

**11 RIGHTS AND LIABILITIES OF SECURITY AGENT AND RECEIVERS**

**11 1 Rights of Receivers**

Any Receiver appointed pursuant to Clause 10 (*Appointment of Receivers and Administrators*) shall have

- (a) the rights set out in Schedule 1 (*Rights of Receivers*), and
- (b) the rights, powers, privileges and immunities conferred by law, including
  - (i) in the case of an administrative receiver, the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative receivers duly appointed under the Insolvency Act, and
  - (ii) in all other cases, the rights, powers, privileges and immunities conferred by the Law of Property Act and the Insolvency Act on receivers or receivers and managers

**11 2 Rights of Security Agent**

At any time after the Security Interests have become enforceable, to the fullest extent permitted by law, any rights conferred by any Finance Document or by law upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have appointed a Receiver of all or any part of the Security Assets

**11 3 Delegation**

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

**11 4 Possession**

If the Security Agent, any Receiver or any Delegate takes possession of the Security Assets, it may at any time relinquish possession. Neither the Security Agent, any Receiver nor any Delegate shall be liable, by reason of viewing or repairing any of the present or future assets of any Chargor, as a mortgagee in possession



#### **11 5 Security Agent's liability**

Neither the Security Agent, any Receiver nor any Delegate shall, either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise, be liable for

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Security Assets, or
- (b) any act or omission of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents, unless directly caused by its gross negligence or wilful misconduct

#### **12 ORDER OF APPLICATION**

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security Interests shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law, in the following order of priority

- (a) in discharging any sums owing to the Security Agent, any Receiver or any Delegate,
- (b) in discharging all costs and expenses incurred by any Finance Party in connection with any realisation or enforcement of the Security Interests or any action taken at the request of the Security Agent under Clause 4 (*Further assurance*),
- (c) in payment or distribution to the Agent on its own behalf and on behalf of the other Finance Parties for application towards the discharge of the Secured Liabilities in accordance with the terms of the Facility Agreement,
- (d) if none of the Chargors is not under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any Chargor, and
- (e) the balance, if any, in payment or distribution to the relevant Chargor

#### **13 POWER OF ATTORNEY**

##### **13 1 Appointment**

Each Chargor by way of security irrevocably appoints the Security Agent, each Receiver and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

- (a) to do anything which that Chargor is obliged to do under any Finance Document to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))), and



- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document or under any law

#### **13 2 Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 13 1 (*Appointment*)

### **14 PROTECTION OF THIRD PARTIES**

No purchaser or other person dealing with the Security Agent, any Receiver or its agents shall be concerned to enquire

- (a) whether the powers conferred on the Security Agent, any Receiver or its agents have arisen,
- (b) whether the powers conferred on the Security Agent, any Receiver or its agents have become exercisable,
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with,
- (d) whether the Security Agent, any Receiver or its agents is acting within such powers,
- (e) whether any money remains due under the Finance Documents and the receipt in writing of the Security Agent, any Receiver or its agents shall be sufficient discharge to that purchaser or other person,
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers, or
- (g) as to the application of any money paid to the Security Agent, any Receiver or its agents

### **15 SAVING PROVISIONS**

#### **15 1 Continuing Security**

Subject to Clause 16 (*Discharge of Security*), the Security Interests are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

#### **15 2 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of each Chargor and each Obligor and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred

#### **15 3 Waiver of defences**

Neither the obligations of each Chargor under this Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice



any of its obligations under any Finance Document or any of the Security Interests (without limitation and whether or not known to it or any Finance Party) including

- (a) any time, waiver or consent granted to, or composition with, any Chargor, any Obligor or other person,
- (b) the release of any other Chargor, any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, 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 Chargor, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

#### **15.4 Chargor intent**

Without prejudice to the generality of Clause 15.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

#### **15.5 Immediate recourse**

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

#### **15.6 Appropriations**

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Finance Party (or any trustee or agent on its behalf) may



- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargors shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargors or on account of the Chargor's liability under this Deed

**15 7 Deferral of Chargors' rights**

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Finance Documents

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any other provider of Security for or guarantor 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 the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party,
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Obligor had given a guarantee, undertaking or indemnity,
- (e) to exercise any right of set-off against any Obligor, and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors or the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 12 (*Order of application*)

**15 8 Additional security**

The Security Interests are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party

**15 9 Tacking**

Each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances)



**16 DISCHARGE OF SECURITY**

**16 1 Final redemption**

Subject to Clause 16 2 (*Retention of security*), if the Security Agent is satisfied that all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated, the Security Agent shall at the request and cost of the Chargors release, reassign or discharge (as appropriate) the Security Assets from the Security Interests, without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

**16 2 Retention of security**

If the Security Agent considers that any amount paid or credited to any Finance Party under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid

**17 COSTS AND EXPENSES**

**17 1 Expenses**

The Chargors shall, within three Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Security Agent or any Receiver in relation to this Deed (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or any consideration by the Security Agent as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of this Deed and/or any other document referred to in this Deed)

**17 2 VAT**

Clause 12 6 (VAT) of the Facility Agreement shall apply as if it were set out in full in this Deed, save that references in that Clause to "Finance Party" shall be treated in this Deed as being to "Finance Party, Receiver or Delegate"

**18 INDEMNITY**

The Chargors shall, within three Business Days of demand, indemnify the Security Agent and any Receiver against any cost, loss, liability or expense incurred by it or them as a result of

- (a) any breach by the Chargor of this Deed, or
- (b) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies conferred on it or them by this Deed or otherwise relating to the Security Assets

**19 PAYMENTS**

**19 1 Undertaking to pay**

Each Chargor shall pay each of the Secured Liabilities when due in accordance with its terms



## **19 2 Demands**

Any demand for payment made by any Finance Party shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them

## **19 3 Payments**

All payments by any Chargor under this Deed shall be made to such account, with such financial institution and in such other manner as the Security Agent may direct

## **19 4 Continuation of accounts**

- (a) At any time after a Finance Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Assets of any Chargor, that Finance Party may open a new account in the name of the Chargor (whether or not it permits any existing account to continue)
- (b) If that Finance Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of any Chargor to that Finance Party shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Liabilities as at the time the relevant notice was received or deemed to have been received

## **19 5 Contingencies**

If all or any part of the Security Interests are enforced at a time when no amount is due under the Finance Documents but any such amount may or will become due, the Security Agent or the Receiver may pay the proceeds of any recoveries effected by it into a suspense account

## **20 REMEDIES, WAIVERS AND DETERMINATIONS**

### **20 1 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, Receiver or Delegate, any right or remedy under any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No waiver or election to affirm any of the Finance Documents on the part of any Finance Party, Receiver or Delegate shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act

### **20 2 Certificates and Determinations**

Any certification or determination by the Security Agent or any Receiver of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates



**21 SEPARATE AND INDEPENDENT OBLIGATIONS**

The Security created by each Chargor by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by any other Obligor or other provider of Security by or in connection with any Finance Document

**22 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

**23 GOVERNING LAW**

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

**24 ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This Clause 24 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

**25 MALAYSIAN STAMP DUTY**

IT IS HEREBY DECLARED that the Facility Agreement and this Deed are instruments employed in one transaction to secure the Facility of up to €25,000,000, together with interest thereon and all other sums of whatsoever kind or nature outstanding and for the purposes of Section 4(3) and Item 27 of the First Schedule to the Stamp Act, 1949 of Malaysia, the Facility Agreement shall be deemed to be the principal instrument and security to secure the Facility and this Deed is deemed to be a supplemental instrument which is collateral or auxiliary or additional to the Facility Agreement

**This Deed has been delivered on the date stated at the beginning of this Deed.**



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**SCHEDULE 1**

**THE CHARGORS**

**KNM PROCESS SYSTEMS SDN BHD (COMPANY NO 200140-X)**

Address 15, Jalan Dagang SB 4/1, Taman Sungai  
Besi Indah, 43300 Seri Kembangan, Selangor Darul  
Ehsan, Malaysia

Fax No +603 8946 3020

**PETERBOROUGH GREEN ENERGY LIMITED, UK**

Address Ruthlyn House, 90 Lincoln Road,  
Peterborough, PE1 2SP, United Kingdom

Fax No +44 01733 341358



**SCHEDULE 2**  
**RIGHTS OF RECEIVERS**

Any Receiver appointed pursuant to Clause 10.1 (*Appointment of Receivers and Administrators*) shall have the right, either in its own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

(a) **Enter into possession**

to take possession of, get in and collect all or any part of the Security Assets,

(b) **Carry on business**

to manage and carry on any business of that Chargor,

(c) **Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party,

(d) **Deal with Security Assets**

to sell, transfer, assign, exchange, hire out, lend, licence or otherwise dispose of or realise all or any part of the Security Assets to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred),

(e) **Hive down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or any rights attaching thereto,

(f) **Borrow money**

to borrow or raise money either unsecured or on the security of all or any part of the Security Assets (either in priority to the Security Interests or otherwise),

(g) **Lend money**

to lend money or advance credit to any person,

(h) **Covenants and guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments,

(i) **Dealings with tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons,

(j) **Rights of ownership**



to manage and use all or any part of the Security Assets and to exercise and do all such rights and things as the Receiver would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Security Assets,

(k) **Protection of Security Assets**

to insure all or any part of the Security Assets, to carry out decorations, repairs, alterations, improvements and additions to all or any part of the Security Assets, to commence and/or complete any building operation, to apply for and maintain any planning permission, building regulation approval or any other authorisation and to purchase or otherwise acquire or do anything in connection with all or any part of the Security Assets,

(l) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Security Assets or any business of that Chargor,

(m) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Security Assets or any business of that Chargor,

(n) **Redemption of Security**

to redeem any Security (whether or not having priority to the Security Interests) over all or any part of the Security Assets and to settle the accounts of any person with an interest in all or any part of the Security Assets,

(o) **Employees**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor,

(p) **Delegation**

to delegate in any manner to any person any rights exercisable by the Receiver under any Finance Document, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate,

(q) **Insolvency Act**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed,

(r) **Receipts**

to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Security Assets, and



(s) **Other powers**

to do anything else it may think fit for the realisation of all or any part of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which that Chargor is party, the Law of Property Act or the Insolvency Act



**SCHEDULE 3**  
**PLANT AND MACHINERY**

**1) Power Island Equipment**

- a) Steam Turbine Generator
- b) Air Cooled Condensor
- c) Boiler components

**2) Mechanical Balance of Plants**

- a) Side wide ash handling system conveyor
- b) Side wide ash handling system silos
- c) Piping & Fitting
- d) Crane
- e) Tank farm
- f) Water Treatment
- g) Flue Gas Treatment
- h) Air cooled exchanger
- i) Valve
- j) Fuel Preparation & Fuel Feeding Systems
- k) Boiler - Chemical Dosing System
- l) Air Compressor
- m) Workshope Equipment
- n) Weighbridge
- o) Miscellaneous Fitting (bolt, nut, gasket)
- p) Compressed Air Piping & Fitting
- q) Silencer
- r) Miscellaneous pipe, fitting, bolt & nut, gasket, valve etc
- s) Boiler feed water pump & others
- t) Fuel/Natural Gas Station
- u) Steam and Water Sampling Plant
- v) Dearator
- w) Pipe support hanger
- x) Expansion Joint

**3) Electrical Balance of Plants**

- a) Cabling and Accessories (LV & Control)
- b) Generator Step up Transformer
- c) Distributed Controller System
- d) Continuous Emission Monitoring System
- e) Medium Voltage Equipment /Switchgear
- f) High Voltage Cable
- g) Medium Voltage Cable
- h) Stand by Diesel Generator Set
- i) AC&DC Uninterrupted Power Supply
- j) Bypass Station
- k) Medium Voltage / Low voltage Distribution transformers
- l) Instrument Package



**SCHEDULE 4**  
**FORM OF NOTICE OF ASSIGNMENT OF INSURANCES**

From        [UNICREDIT S P A ] (the "Security Agent") and [ ] (the "Chargor")  
To            [The Insurers]  
Address  
Dated

Dear Sirs

**[Chargors] – Security Agreement**  
**dated [ ] (the "Security Agreement")**

- 1        We refer to the Security Agreement
- 2        We give notice that by an assignment contained in the Security Agreement the Chargor assigned to the Security Agent by way of security all its right, title and interest from time to time in and to the insurances, details of which are set out in the attached schedule (the "Insurances"), including all moneys or proceeds paid or payable deriving from the Insurances and all rights or claims in relation to the Insurances
- 3        All moneys payable by you to the Chargor in respect of the Insurances other than third party Insurances shall be paid to the account notified to you by the Chargor, unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent
- 4        Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an insured party shall be paid
  - (a)        directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made, or
  - (b)        (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party
- 5        We instruct you to
  - (a)        notify the Security Agent if any renewal, premium or other sum payable by the Chargor in respect of the Insurances is not paid when due,
  - (b)        notify the Security Agent if the Chargor reduces the cover under the Insurances or if any risk insured against under the Insurances is restricted or cancelled, and



(c) if the Insurances are not renewed, cover under the Insurances is reduced or any risk insured against under the Insurances is restricted or cancelled, to provide insurances of the assets of the Chargor reasonably required by the Security Agent and upon payment of an additional premium by the Security Agent

6 This authority and instruction is irrevocable without the prior written consent of the Security Agent

7 This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment)

8 Please acknowledge receipt of this notice of assignment and confirm that

- (a) you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice of assignment,
- (b) you have not received any other notice of any assignment of any Insurance or of any other interest of any third party in any Insurance,
- (c) you will not claim or exercise any set-off or counterclaim in respect of any Insurance, and
- (d) you will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Agent at [\_\_\_\_], marked for the attention of [\_\_\_\_\_]

[Security Agent]

[Chargor]

By

By

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 8 of the notice of assignment

[The Insurers]

By

Dated



## SIGNATURES

### CHARGORS

The Common Seal of **KNM PROCESS SYSTEMS SDN BHD (Company No. 200140-X)** was hereunto affixed in a manner authorised by its constitution in the presence of

Affix Common Seal

Signature of Director

Signature of Director/Secretary

Director  
Name **LEE SWEE ENG**  
I/C No 550904-04-5145  
NRIC No /Passport No

Director/Secretary  
Name **LAU BEE GEE**  
I/C NO.. 641125-03-5486  
NRIC No /Passport No

Address

Fax No

Attention

**SIGNED** as a **DEED** by **PETERBOROUGH GREEN ENERGY LIMITED, UK** acting by [**CHEW FOOK SIN**] a Director in the presence of [**CHEW FUN SING**]

Signature of Director

Signature of witness

Name **CHEW FUN SING**  
Address Ruthlyn House, 90 Lincoln Road,  
Peterborough, PE1 2SP, United Kingdom



**SIGNATURES**

**CHARGORS**

The Common Seal of **KNM PROCESS  
SYSTEMS SDN BHD (Company No. 200140-  
X)** was hereunto affixed in a manner  
authorised by its constitution in the presence  
of

Affix Common Seal

Signature of Director

Signature of Director/Secretary

Director  
Name  
NRIC No /Passport No

Director/Secretary  
Name  
NRIC No /Passport No

Address

Fax No

Attention

**SIGNED as a DEED by PETERBOROUGH GREEN  
ENERGY LIMITED, UK acting by [                      ]  
a Director in the presence of [                      ]**

Signature of Director

Signature of witness

Name  
Address Ruthlyn House 90 Lincoln Road  
Peterborough, PE1 2SP, United Kingdom



Occupation

Address

Fax No

Attention

SECURITY AGENT

SIGNED by M. Boido / S. D. MARIO for and on behalf of  
UNICREDIT SPA

Signature of authorised signatory

Signature of witness

Name BERYL TERRIN

Address MILANO PIAZZA GAE AULENTI, 4