



Registration of a Charge

Company name: **SMSL2 LIMITED**

Company number: **09941616**



X51U5RSQ

Received for Electronic Filing: **01/03/2016**

Details of Charge

Date of creation: **18/02/2016**

Charge code: **0994 1616 0001**

Persons entitled: **CLOSE LEASING LIMITED AND ITS SUCCESSORS IN TITLE, PERMITTED ASSIGNEES AND PERMITTED TRANSFEREES.**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9941616

Charge code: 0994 1616 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2016 and created by SMSL2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2016 .

Given at Companies House, Cardiff on 2nd March 2016

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Law.Tax

DATE: 18 FEBRUARY 2016

DEBENTURE

Between

**SMSL1 LIMITED
SMSL2 LIMITED
SMSL3 LIMITED
SMSL4 LIMITED**

and

CLOSE LEASING LIMITED

CMS Cameron McKenna LLP

Saltire Court

20 Castle Terrace

Edinburgh

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Ref: JAH0/JEAL/GOHA/135172.00071

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THIS DEBENTURE is made as a deed on the 18th day of FEBRUARY 2016

BETWEEN:

- (1) THE COMPANIES whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the "**Chargors**" and each a "**Chargor**"); and
- (2) CLOSE LEASING LIMITED, registered in England and Wales with company number 06377532, whose registered office is situate at Olympic Court, Third Avenue, Trafford Park Village, Manchester M17 1AP, as lender (the "**Lender**").

WHEREAS:

- (A) Each Chargor enters into this Deed in connection with a facilities agreement (the "**Phase 2 Facility Agreement**") dated on or around the date of this Agreement and made between (1) Scottow Moor Solar Limited as borrower (the "**Borrower**"), (2) the Chargors as original guarantors; and (3) the Lender as lender.
- (B) The board of directors of each Chargor is satisfied that the giving of the security contained or provided for in this Debenture is in the interests of that Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

Definitions

- 1.1 Terms defined in the Phase 2 Facility Agreement shall, unless otherwise defined in this Debenture, have the same meanings when used in this Debenture and in addition in this Debenture:

"**Accounts**": has the meaning given to it in the Phase 2 Facility Agreement.

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

"**Charged Property**": means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to this Debenture.

"**Construction Lease**": has the meaning given to such term in the Phase 2 Facility Agreement.

"**Default Rate**": means the default rate applicable to overdue sums as provided for in Clause 9 of the Phase 2 Facility Agreement.

"**Delegate**": means any person appointed by the Lender or any Receiver pursuant to Clauses 13.2 to 13.4 (*Delegation*) and any person appointed as attorney of the Lender and/or any Receiver or Delegate.

"**Excluded Property**": means all moneys from time to time deposited or standing to the credit of the Operating Account/Distributions Account.

"**Expenses**": means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Debenture or in protecting, preserving, defending or enforcing the security constituted by this Debenture or in

exercising any rights, powers or remedies provided by or pursuant to this Debenture (including any right or power to make payments on behalf of any Chargor under the terms of this Debenture) or by law in each case on a full indemnity basis.

“Insurances”: all contracts and policies of insurance taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy including, for the avoidance of doubt, the Insurances (as defined in the Phase 2 Facility Agreement).

“Intellectual Property”: means:

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated.

“LPA”: means the Law of Property Act 1925.

“Mortgaged Property”: means any freehold, commonhold or leasehold property the subject of the security constituted by this Debenture and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it.

“Operating/Distributions Account”: means such account or accounts as may be opened by a Chargor/the Chargors with such bank as may be approved by the Lender from time to time and designated for the purposes of the Phase 2 Facility Agreement and this Debenture as the **“Operating/Distributions Account”** together with any replacement and substitute operating/distributions accounts opened with the consent of the Lender.

“Phase 2 Facility Agreement”: means the solar park facility agreement dated on or around the date of this Debenture and entered into between the Borrower, each Chargor and the Lender.

“Planning Acts”: means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

“Power Lease (Phase 2)”: has the meaning given to such term in the Phase 2 Facility Agreement.

“Premises”: means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

“Receiver”: means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

“Related Rights”: means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

“Secured Liabilities”: means all present and future indebtedness, moneys, obligations and liabilities of each Chargor to the Lender under the Finance Documents (including this Debenture) or otherwise, in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (*Interest*).

“Securities”: means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

“Security Interest”: is as defined in the Phase 2 Facility Agreement.

“Specified Insurances”: means each of the contracts of insurance specified in Schedule 3 (*Specified Insurances*).

“Specified Project Documents”: means each of the contracts and other agreements specified in Schedule 6 (*Specified Project Documents*).

“Spot Rate of Exchange”: means the Lender’s spot rate exchange for the purchase of any other currency with sterling (or as the case may be) the purchase of sterling with any other currency as determined in the London Foreign Exchange market.

“Tax”: means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Construction

1.2 Any reference in this Debenture to:

- 1.2.1 the **“Lender”**, any **“Chargor”**, the **“Borrower”** or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
- 1.2.2 **“assets”** includes present and future properties, revenues and rights of every description;
- 1.2.3 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.4 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.5 a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or

supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and

- 1.2.6 a provision of law is a reference to that provision as amended or re-enacted.
- 1.3 An Event of Default is “continuing” if it has not been remedied to the satisfaction of the Lender (acting reasonably) as confirmed in writing by the Lender, or waived in writing by the Lender.
- 1.4 Clause and Schedule headings are for ease of reference only.
- 1.5 Any reference in this Debenture to a mortgage, charge or assignment of any asset shall be construed so as to include:
 - 1.5.1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
 - 1.5.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
 - 1.5.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) from time to time in or on that Mortgaged Property.
- 1.6 Each term in any Finance Document to which the Lender and Chargor are parties is, to the extent not set out in or otherwise incorporated into this Debenture, deemed to be incorporated into this Debenture insofar as is necessary to comply with Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Debenture that other term shall prevail.
- 1.7 Any reference in this Debenture to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
 - 1.7.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.7.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.7.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.7.4 the identity of the parties is changed;
 - 1.7.5 the identity of the providers of any security is changed;
 - 1.7.6 there is an increased or additional liability on the part of any person; or
 - 1.7.7 a new agreement is effectively created or deemed to be created.
- 1.8 Any reference in this Debenture to “this Debenture” shall be deemed to be a reference to this Debenture as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Debenture as amended, novated, assigned, supplemented, extended or restated from time to time and any reference in this Debenture to a “Clause” or a “Schedule” is, unless otherwise provided, a reference to a Clause or a Schedule of this Debenture.

- 1.9 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.10 Where any provision of this Debenture is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.11 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Lender may not execute this document as a deed.
- 1.12 Any change in the constitution of the Lender or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Debenture.

Third Party Rights

- 1.13 Nothing in this Debenture is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Debenture which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

2. Covenant to Pay

Covenant to Pay

- 2.1 Each Chargor covenants with the Lender that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.

Interest

- 2.2 Each Chargor covenants with the Lender to pay interest on any amounts due under Clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of any person) at a rate which is the lower of (a) such rate as may from time to time be fixed by the Lender; and (b) the Default Rate, on the basis that all such interest will be payable upon such days in each year as the Lender shall from time to time fix and will be compounded with rests on such days in each year in the event of it not being so paid but without prejudice to the right of the Lender to require payment of such interest on demand at any time and provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which (a) the relevant Expense has paid by the Lender; or (b) the date on which the relevant Expense started to incur interest charged by a third party supplier, without the necessity for any demand being made for payment.

3. Fixed Security

Charges

- 3.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2(*Real Property*)).
- 3.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:

- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 (*Charges*) above);
- 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
- 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.2.4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 3.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with any financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of the Accounts;
- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its goodwill and uncalled capital;
- 3.2.11 all Intellectual Property;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them; and
- 3.2.13
 - (a) all Project Documents (to the extent not Specified Project Documents);
 - (b) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to the Project or the Property;
 - (c) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;

- (d) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
- (e) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person, including but not limited to the Hedging Contract),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them, but all of the security granted under this Clause 3.2 shall exclude the Excluded Property.

Assignment

- 3.3 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Lender absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to:

- (a) the Specified Insurances; and
- (b) the Specified Project Documents .

4. Floating Charge

Creation of Floating Charge

- 4.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of that Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*).

Qualifying Floating Charge

- 4.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*).

Conversion by Notice

- 4.3 The Lender may by notice in writing at any time to any Chargor convert the floating charge created by that Chargor pursuant to Clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:
 - 4.3.1 an Event of Default has occurred and is continuing; or
 - 4.3.2 the Lender reasonably 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 that it is desirable to do so in order to protect or preserve the security constituted by this Debenture over any of the Charged Property and/or the priority of that security.

Automatic Conversion

- 4.4 Notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 4.1 (*Creation of 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 that floating charge if:
- 4.4.1 any Chargor creates or attempts to create any Security Interest over any of the Charged Property (other than as expressly permitted under the Phase 2 Facility Agreement or this Debenture);
 - 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
 - 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor.

5. Negative Pledge

- 5.1 The Chargor shall not create or extend or permit to arise or subsist any Security Interest (other than any Security Interest constituted by this Debenture and any other Security Interests granted in favour of the Lender) over the whole or any part of the Charged Property other than as permitted under the Phase 2 Facility Agreement or with the prior written consent of the Lender.

6. Perfection of Security

Registration at HM Land Registry

- 6.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Lender in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Lender to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Close Leasing Limited referred to in the charges register".

- 6.2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Lender.
- 6.3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Mortgaged Property, that Chargor shall immediately provide the Lender with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Debenture, that Chargor shall immediately and at its own expense take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Additional Charge

- 6.4 As security for the Secured Liabilities, each Chargor shall, at its own cost, on the same day as it enters into the applicable Power Lease (Phase 2) (pursuant to the terms of the Construction Lease, and subject to the terms of the Phase 2 Facility Agreement) execute and deliver to the Lender a Supplemental Debenture in the form contained at Schedule 10 to this Deed, together with such other documents, deeds or notices as the Lender may reasonably require in order to perfect the security created or intended to be created pursuant to the Supplemental Debenture (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to be secured by the Supplemental Debenture) and the Chargor shall promptly apply to the Land Registry for registration of the Supplemental Debenture.

Acquisition of New Land

- 6.5 In relation to any freehold, commonhold or leasehold property which is acquired by or on behalf of any Chargor after the date of this Debenture:

- 6.5.1 if the title to any such property is registered at HM Land Registry, that Chargor shall promptly apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Lender to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Debenture against that Chargor's title to that property;
- 6.5.2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, that Chargor shall promptly apply for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of this Debenture is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1; and
- 6.5.3 if the title to any such property represents the transfer of either part of a commonhold unit or part of the common parts of land registered as a freehold estate in commonhold land under the Commonhold and Leasehold Reform Act 2002, that Chargor shall also procure that the application to register the transfer is accompanied by an application in Form CM3 to register the commonhold community statement that has been amended in relation to the transfer as required by Rule 15 or, as the case may be, Rule 16 of the Commonhold (Land Registration) Rules 2004,

and, in each such case, the relevant Chargor shall, promptly after registration of it as the proprietor of the relevant registered estate, provide the Lender with an official copy of the register recording the same.

Notices of Charge and Assignment

- 6.6 Each Chargor shall, promptly upon the request of the Lender from time to time, give or join the Lender in giving:
- 6.6.1 a notice in the form set out in Part 1 of Schedule 7 (*Form of Notice of Assignment – Insurances*) or in such other form as the Lender may reasonably require to the relevant insurers in respect of each of its Insurances;
- 6.6.2 a notice in the form set out in Part 1 of Schedule 8 (*Form of Notice of Assignment – Specified Project Documents*) or, as applicable, Part 1 of Schedule 9 (*Form of Notice of Charge – Accounts not with the Lender*) or in such other form as the Lender may reasonably require to each of the counterparties to each Specified Project Documents (where a Direct Agreement has not been entered into in respect of the Specified

Project Document) and to each bank or financial institution (other than the Lender) in respect of each account of that Chargor opened or maintained with it; and

- 6.6.3 in respect of any other asset which is charged or assigned pursuant to Clause 3 (*Fixed Security*), a notice of charge or, as applicable, assignment in such form as the Lender may reasonably require to the relevant obligor, debtor or other third party (as the case may be).

Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall procure that each of the persons on whom any such notice is served promptly provides to the Lender a duly signed acknowledgement of that notice in the form set out in Part 2 of Schedule 7, or Part 2 of Schedule 8, or part 2 of Schedule 9 or in such other form in any case as the Lender may reasonably require.

Acknowledgement of Notice

- 6.7 The execution of this Debenture by the Chargors and the Lender shall constitute notice to and acknowledgement from the Lender of the charge (and the terms thereof) created by this Debenture over any account opened or maintained by any Chargor with the Lender.

Deposit of Documents of Title

- 6.8 Each Chargor shall promptly deposit with the Lender (unless already held by its solicitors on behalf of and to the Lender's order or at HM Land Registry for the purpose of registration of the security constituted by this Debenture) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property and shall promptly, upon the request of the Lender from time to time, deliver to Lender all such other documents relating to the Mortgaged Property as the Lender may reasonably require.
- 6.9 Each Chargor shall promptly deposit with the Lender all policy documents, documents of title and endorsements from time to time relating to the Insurances.

Deposit of Securities

- 6.10 Each Chargor shall, in respect of any Securities which are in certificated form, promptly:
- 6.10.1 deposit with the Lender or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities; and
- 6.10.2 execute and deliver to the Lender all share transfers and other documents as the Lender may from time to time request in order to enable the Lender (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Lender may at any time without notice complete and present such transfers and documents for registration.
- 6.11 Each Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Lender, give or procure the giving of, in accordance with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Lender (or its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title.
- 6.12 For the purposes of Clauses 6.10 and 6.11 (*Deposit of Securities*) above, the expressions "certificated", "instruction", "Operator", "relevant system" and "uncertificated" shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001.

7. Further Assurance

Further Assurance

- 7.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender or any Receiver may reasonably specify (and in such form as the Lender or any Receiver may reasonably require in favour of the Lender or its nominee(s)) to:
- 7.1.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other Security Interest over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
 - 7.1.2 confer on the Lender a Security Interest 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 Debenture;
 - 7.1.3 facilitate the exercise of any rights, powers and remedies of the Lender or any Receiver or Delegate provided by or pursuant to this Debenture or by law;
 - 7.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property; and/or
 - 7.1.5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in that Chargor after the date of this Debenture.

Acquisition of New Land

- 7.2 Each Chargor shall promptly notify the Lender of any acquisition by it of any freehold, commonhold or leasehold property or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property.

Implied Covenants for Title

- 7.3 Each of the mortgages, charges and assignments granted by each Chargor under this Debenture are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a), Section 3 and Section 4 of that Act shall extend to that Chargor without, in each case, the benefit of Section 6(2) of that Act.

8. Undertakings

General

- 8.1 The undertakings in this Clause 8 (*Undertakings*) remain in force from the date of this Debenture for so long as any amount is outstanding under this Debenture.

Insurance

- 8.2 Each Chargor shall comply with the undertakings relating to the Insurances pursuant to Clause 18.46 (*Insurance*) and Schedule 4 (*Insurances*) of the Phase 2 Facility Agreement
- 8.3 No Chargor shall do or cause or permit to be done or, as the case may be, not done, or shall fail to disclose, any matter or thing which may make any such insurance as is required by Clause 8.2 (*Insurance*) above void or voidable.

Proceeds of Insurance

- 8.4 All moneys received or receivable by any Chargor under any Insurances shall be applied in accordance with the terms of the Phase 2 Facility Agreement.

Voting Rights and Dividends relating to Securities

- 8.5 At any time before the security constituted by this Debenture has become enforceable:
- 8.5.1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities it holds, or, if any of the same are exercisable by the Lender (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, **provided that such Chargor shall not exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Phase 2 Facility Agreement or would, in the opinion of the Lender, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Debenture; and**
 - 8.5.2 each Chargor shall pay all dividends, interest and other moneys arising from the Securities in accordance with the Phase 2 Facility Agreement.
- 8.6 At any time after the security constituted by this Debenture has become enforceable, the Lender may at its discretion (in the name of that Chargor or otherwise and without any further consent or authority from that Chargor):
- 8.6.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
 - 8.6.2 apply all dividends, interest and other moneys arising from the Securities in accordance with Clause 16.1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Lender and pay the same immediately to the Lender or as it may direct to be applied in accordance with Clause 16.1 (*Order of Application*);
 - 8.6.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Lender (or its nominee(s)); and
 - 8.6.4 in addition to any other power created under this Debenture, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Debenture, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in Section 3 of the Trustee Act 2000, *provided that* the duty of care set out in Section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Lender (or its nominee(s)) in respect of securities or property subject to a trust.

Calls and Other Obligations in respect of Securities

- 8.7 Each Chargor shall promptly pay all calls and other payments which may be or become due in respect of all or any part of the Securities and, if it fails to do so, the Lender may elect (but shall not be obliged) to make such payments on behalf of that Chargor. Any sums so paid by the Lender shall be reimbursed by the relevant Chargor to the Lender on demand and shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Lender until reimbursed (after as well as before any judgment).
- 8.8 Each Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.

- 8.9 Neither the Lender nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.
- 8.10 Each Chargor shall copy to the Lender and comply with all requests for information which is within its knowledge and which are made under Section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Lender may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) that Chargor.
- 8.11 No Chargor shall, without the prior written consent of the Lender, do or cause or permit to be done anything which shall require any company in which any of the Securities is held to treat any person who is not the registered holder of any of the Securities as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Securities, except pursuant to the terms of this Debenture.

Book Debts and Other Debts

- 8.12 Subject to the terms of the Phase 2 Facility Agreement, no Chargor shall at any time deal with its book debts and other debts and monetary claims except by getting in and realising them in the ordinary and usual course of its business and paying them in to such account as is required pursuant to the terms of the Phase 2 Facility Agreement from time to time.

Bank Accounts

- 8.13 Subject to Clause 21 (*Accounts*) of the Phase 2 Facility Agreement:
- 8.13.1 no Chargor shall have any bank accounts (other than the Accounts) without the prior consent of the Lender, and shall maintain the Accounts at all times; and
- 8.13.2 each Chargor agrees with the Lender that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on:
- (a) any Account; or
- (b) any other account with any bank or financial institution (other than the Lender),
- except, in any case, with the prior written consent of the Lender or as permitted under the Phase 2 Facility Agreement.
- 8.14 At any time after an Event of Default has occurred which is continuing, no Chargor shall be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any of the Accounts except with the prior written consent of the Lender.

Premises, Plant and Machinery

- 8.15 Each Chargor shall at all times comply with Clause 18.17 (*Operations*) of the Phase 2 Facility Agreement in respect of the operation and maintenance of the Premises.
- 8.16 If default shall be made by any Chargor in complying with Clause 8.15 (*Premises, Plant and Machinery*) above, the Lender may (but shall not be obliged to) carry out any necessary repairs and the relevant Chargor shall permit the Lender and its agents and contractors to take any of the steps referred to in Clause 8.23 (*Remedying Mortgaged Property Defaults*) below for this

purpose. All moneys expended by the Lender in taking any such steps shall be reimbursed by that Chargor to the Lender on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Lender until reimbursed (after as well as before any judgment).

- 8.17 No Chargor shall, without the prior written consent of the Lender, carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises.

Mortgaged Property

- 8.18 No Chargor shall, except with the prior written consent of the Lender or as permitted under the Phase 2 Facility Agreement:

8.18.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Mortgaged Property; or

8.18.2 create any licence in respect of any Mortgaged Property, or let any person into occupation of, or share occupation of, any Mortgaged Property or grant any other proprietary or other right or interest in any Mortgaged Property.

- 8.19 Each Chargor shall:

8.19.1 observe and perform all the terms on its part contained in any lease or agreement for lease comprised within the Mortgaged Property; and

8.19.2 duly and punctually perform and observe and indemnify the Lender for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Mortgaged Property.

- 8.20 No Chargor shall:

8.20.1 enter into any onerous or restrictive covenants affecting the Mortgaged Property; or

8.20.2 sever or unfix or remove any of the fixtures from any Mortgaged Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with Clause 8.15 (*Premises, Plant and Machinery*) above).

- 8.21 Each Chargor shall punctually pay or cause to be paid (except when contested on reasonable grounds) and shall indemnify the Lender and any Receiver or Delegate on demand against all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of the Mortgaged Property or by the owner or occupier of the Mortgaged Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Lender or any Receiver or Delegate they shall be reimbursed by the relevant Chargor to the Lender or such Receiver or Delegate on demand and shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Lender or such Receiver or Delegate until reimbursed (after as well as before any judgment).

- 8.22 Subject to the terms of the Phase 2 Facility Agreement, no Chargor shall:

8.22.1 make or, insofar as it is able, permit others to make any application for planning permission in respect of any Mortgaged Property;

8.22.2 carry out or permit to be carried out on any Mortgaged Property any development (within the meaning of that expression in the Planning Acts); or

8.22.3 make any VAT election in relation to any Mortgaged Property.

Remedying Mortgaged Property Defaults

8.23 In case of any default which is outstanding by any Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Mortgaged Property, that Chargor shall permit the Lender and its agents and contractors to:

8.23.1 enter on the Mortgaged Property;

8.23.2 comply with or object to any notice served on that Chargor in respect of the Mortgaged Property; and

8.23.3 take any action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.

8.24 All moneys expended by the Lender in taking any steps referred to in Clause 8.23 (*Remedying Mortgaged Property Defaults*) above shall be reimbursed by the relevant Chargor to the Lender on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Lender until reimbursed (after as well as before any judgment).

8.25 Each Chargor shall promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with all or any part of the Charged Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with that Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Lender's approval of such proposals, implement them at its own expense.

Notices relating to Charged Property

8.26 Each Chargor shall, within five (5) Business Days' of receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Charged Property:

8.26.1 deliver a copy to the Lender;

8.26.2 inform the Lender of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and

8.26.3 comply with any request by the Lender to take such action as the Lender may believe necessary to preserve or protect the Charged Property or the security constituted or intended to be constituted by this Debenture.

Not Jeopardise Security

8.27 No Chargor shall do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted or intended to be constituted by this Debenture, except to the extent expressly permitted by the terms of this Debenture or the Phase 2 Facility Agreement.

9. Enforcement of Security

When Security becomes Enforceable

9.1 The security constituted by this Debenture shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the LPA, as varied or extended by this

Debenture, shall be immediately exercisable upon and at any time after the occurrence of an Event of Default which is continuing.

- 9.2 After the security constituted by this Debenture has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

Right of Appropriation

- 9.3 To the extent that any of the Charged Property constitutes “financial collateral” and this Debenture and the obligations of the Chargors under this Debenture constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “FCA Regulations”)), the Lender shall have the right, at any time after the security constituted by this Debenture has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the Chargors, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this Clause 9.3 (*Right of Appropriation*) shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Security Interests

- 9.4 At any time after the security constituted by this Debenture has become enforceable, the Lender or any Receiver may:
- 9.4.1 redeem any prior Security Interest over any Charged Property; or
 - 9.4.2 procure the transfer of that Security Interest to the Lender; or
 - 9.4.3 settle and pass the accounts of the person or persons entitled to such Security Interest (and any accounts so settled and passed shall be conclusive and binding on the relevant Chargor).
- 9.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Lender and every Receiver on demand and shall be secured by this Debenture.

10. Extension and Variation of the LPA

General

- 10.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Debenture.
- 10.2 Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Debenture.
- 10.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender and any Receiver at any time after the security constituted by this Debenture has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA.

Privileges

- 10.4 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

11. Appointment of Receiver and Administrator

Appointment

- 11.1 At any time after the security constituted by this Debenture has become enforceable or if an application is presented for the making of an administration order in relation to any Chargor or any person who is entitled to do so gives written notice of its intention to appoint an administrator of any Chargor or files such a notice with the court or if any Chargor so requests the Lender in writing (in which case the security constituted by this Debenture shall become immediately enforceable), the Lender may without prior notice to any Chargor:
- 11.1.1 appoint free from the restrictions imposed by Section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every respect as if the Lender had become entitled under the LPA to exercise the power of sale conferred under the LPA; or
- 11.1.2 appoint one or more persons to be an administrator of the Chargors.

Removal

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

Statutory Powers of Appointment

- 11.3 The powers of appointment of a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Debenture) or otherwise and such powers shall be and remain exercisable from time to time by the Lender in respect of any part or parts of the Charged Property.

Capacity of Receiver

- 11.4 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.
- 11.5 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.
- 11.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Debenture and by law) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

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

12. Powers of Receiver

General

- 12.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 12 (*Powers of Receiver*) in addition to those conferred by law.
- 12.2 Without prejudice to the generality of this Clause 12 (*Powers of Receiver*), each Receiver shall have all the rights, powers and discretions of an administrative receiver under Schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

Specific Powers

- 12.3 Each Receiver shall have the following powers (and every reference in this Clause 12.3 (*Specific Powers*) to the “**Charged Property**” shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):

- 12.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
- 12.3.2 power to take immediate possession of, get in and collect any Charged Property;
- 12.3.3 power to carry on the business of any Chargor as he thinks fit;
- 12.3.4 power (but without any obligation to do so) to:
- (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
 - (b) commence or complete any building operations on the Charged Property;
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property; and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,

in each case as he thinks fit;

- 12.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be

reimbursed to that Receiver by the relevant Chargor on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));

- 12.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Lender) on the security of any Charged Property either in priority to the security constituted by this Debenture or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 12.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 12.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor;
- 12.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 12.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Property;
- 12.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to the Chargor which may seem to him to be expedient;
- 12.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 12.3.13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Charged Property;
- 12.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 12.3.15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit;
- 12.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 12.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Debenture; and
- 12.3.18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor.

Lender's Powers

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

13. Discretions and Delegation

Discretion

- 13.1 Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 13.2 Each of the Lender and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Debenture (including the power of attorney).
- 13.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver (as the case may be) shall think fit.
- 13.4 Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14. Power of Attorney

Appointment and Powers

- 14.1 Each Chargor, by way of security, irrevocably appoints the Lender, every Receiver and every Delegate severally and independently to, following an Event of Default which is continuing, be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
- 14.1.1 carrying out any obligation imposed on any Chargor by this Debenture; and
 - 14.1.2 enabling the Lender or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Debenture or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

Ratification

- 14.2 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 14.1 (*Appointment and Powers*).

15. Protection of Purchasers

Consideration

- 15.1 The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and every

Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

15.2 No person (including a purchaser) dealing with the Lender, any Receiver or any Delegate shall be bound to enquire:

15.2.1 whether the Secured Liabilities have become payable;

15.2.2 whether any power which the Lender or any Receiver or Delegate is purporting to exercise has arisen or become exercisable;

15.2.3 whether any money remains due under the Finance Documents; or

15.2.4 how any money paid to the Lender or to any Receiver or Delegate is to be applied,

or shall be concerned with any propriety, regularity or purpose on the part of the Lender or any Receiver or Delegate in such dealings or in the exercise of any such power.

16. Application of Proceeds

Order of Application

16.1 All moneys received or recovered by the Lender, any Receiver or any Delegate pursuant to this Debenture, after the security constituted by this Debenture has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order (but without prejudice to the right of the Lender to recover any shortfall from any Chargor):

16.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;

16.1.2 in or towards payment of all other Expenses;

16.1.3 or towards payment of all other Secured Liabilities or such part of them as is then due and payable in such order as the Lender may select; and

16.1.4 in payment of the surplus (if any) to any Chargor or other person entitled to it.

16.2 Clause 16.1 (*Order of Application*) will override any appropriation made by any Chargor.

New Accounts

16.3 If the Lender at any time receives, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting any Charged Property, the Lender may open a new account with any Chargor.

16.4 If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of any Chargor to the Lender shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 16.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Lender may (in its absolute discretion) convert any moneys received or recovered by the Lender or any Receiver or Delegate pursuant to this Debenture or any moneys subject to application by the Lender or any Receiver or Delegate pursuant to this Debenture from one currency to another and any such conversion shall be made at the Lender's Spot Rate of Exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Lender. Nothing in this Debenture shall require the Lender to make, or shall impose any duty of care on the Lender in respect of, any such currency conversion.

17. No Liability as Mortgagee in Possession

- 17.1 Neither the Lender nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Lender, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Lender or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Debenture or by law or for any other loss of any nature whatsoever in connection with the Charged Property, the Finance Documents or this Debenture (unless caused by the gross negligence or wilful misconduct of the Lender, Receiver, Delegate or any of their respective officers, agents or employers).

18. Set-Off

- 18.1 Without limiting any other rights conferred on the Lender by law or by any other agreements entered into with any Chargor, the Lender may (but shall not be obliged to) set off any matured obligation due from any Chargor under this Debenture (to the extent beneficially owned by the Lender) or owed by that Chargor to any Affiliate of the Lender (to the extent beneficially owned by that Affiliate) against any obligation (whether matured or not) owed by the Lender to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Lender is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

19. Effectiveness of Security

Continuing Security

- 19.1 The security constituted by this Debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Lender, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 19.2 The security constituted by this Debenture and all rights, powers and remedies of the Lender provided by or pursuant to this Debenture or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security Interest now or subsequently held by the Lender for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security Interest held by the Lender over the whole or any part of the Charged

Property shall be superseded by, or supersede or merge into, the security constituted by this Debenture.

Reinstatement

- 19.3 If any discharge, release or arrangement (whether in respect of the obligations of the Borrower or any Chargor or any Security Interest for those obligations or otherwise) is made by the Lender in whole or in part on the faith of any payment, Security Interest or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the security constituted by this Debenture will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 19.4 The Lender may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

Immediate Recourse

- 19.5 Each Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security Interest or claim payment from any person or file any proof or claim in any insolvency, administration, winding up or liquidation proceedings relating to any person before claiming from it under this Debenture. This waiver applies irrespective of any law or any provision of any agreement, account arrangement, transaction or engagement entered into by any Chargor or the Borrower with the Lender to the contrary.

Appropriations

- 19.6 Until all the Secured Liabilities which may be or become payable by the Chargors under or in connection with this Debenture have been irrevocably paid, performed and discharged in full, the Lender may:
- 19.6.1 without affecting the liability of any Chargor under this Debenture:
- (a) refrain from applying or enforcing any other moneys, Security Interest or rights held or received by it in respect of the Secured Liabilities; or
 - (b) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to direct the appropriation of any such moneys, Security Interest or rights or to enjoy the benefit of the same; and/or
- 19.6.2 hold in a suspense account any moneys received from or on behalf of any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Lender to be a fair market rate.

Waiver of Defences

- 19.7 Neither the obligations of any Chargor under this Debenture nor the security constituted by this Debenture nor the rights, powers and remedies of the Lender provided by or pursuant to this Debenture or by law will be affected by an act, omission, matter or thing which, but for this Clause 19.7 (*Waiver of Defences*), would reduce, release or prejudice any of its obligations under this Debenture, any of that security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Lender) including:
- 19.7.1 any time, waiver or consent granted to, or composition with, any person;

- 19.7.2 the release of any person under the terms of any composition or arrangement with any creditor of any person;
 - 19.7.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of, any 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 Interest;
 - 19.7.4 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, any person;
 - 19.7.5 any variation, amendment, novation, supplement, extension (whether of maturity or otherwise), substitution, restatement (in each case, however fundamental and of whatsoever nature and whether or not more onerous) or replacement of any Finance Document or any other document or Security Interest including without limitation 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 Interest;
 - 19.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document, agreement, account arrangement, transaction, engagement or any other document or Security Interest; or
 - 19.7.7 any insolvency or similar proceedings.
- 20. Certificates and Determinations**
- 20.1 Any certificate or determination by the Lender of a rate or an amount under this Debenture is, in the absence of fraud or manifest error, conclusive evidence of the matters to which it relates.
- 21. Partial Invalidity**
- 21.1 If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.
- 22. Remedies and Waivers**
- 22.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, remedy or power under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Debenture are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 22.2 Any amendment, waiver or consent by the Lender under this Debenture must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

23. Notices

Communications in writing

- 23.1 Any communication to be made under or in connection with this Debenture shall be made in accordance with Clause 30 (*Notices, Certificates, Determinations and Day Count*) of the Phase 2 Facility Agreement.

24. Counterparts

- 24.1 This Debenture 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 Debenture. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Debenture by e-mail attachment or telecopy shall be an effective mode of delivery.

25. Assignment

- 25.1 The Lender may assign, charge or transfer all or any of its rights under this Debenture without the consent of any Chargor. The Lender may disclose any information about the Chargor and this Debenture as the Lender shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation. No Chargor may assign, charge, transfer or otherwise dispose of any part of the benefit or burden of this Debenture or all or any of its rights under this Debenture without prior written consent of the Lender.

26. Governing Law

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

27. Enforcement

Jurisdiction

- 27.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "Dispute").
- 27.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 27.3 Clauses 27.1 and 27.2 (*Jurisdiction*) above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.
- 27.4 Without prejudice to Clauses 27.1 and 27.2 (*Jurisdiction*) above, each Chargor further agrees that proceedings relating to a Dispute may be brought in the courts of Scotland and irrevocably submits to the jurisdiction of such courts.

Waiver of Immunity

- 27.5 To the extent that any Chargor may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), that Chargor irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of that jurisdiction.

IN WITNESS of which this Debenture has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1

The Chargors

Name	Company Number	Registered Office	Address for Notices	Fax Number	For Attention Of:
SMSL1 Limited	09941553	C/O Caledon Capital Partners LLP, 7 Old Park Lane, London, UK W1K 1QR	C/O Caledon Capital Partners LLP, 7 Old Park Lane, London, UK W1K 1QR	020 7499 9798	C/O Caledon Capital Partners LLP
SMSL2 Limited	09941616	C/O Caledon Capital Partners LLP, 7 Old Park Lane, London, UK W1K 1QR	C/O Caledon Capital Partners LLP, 7 Old Park Lane, London, UK W1K 1QR	020 7499 9798	C/O Caledon Capital Partners LLP
SMSL3 Limited	09941434	C/O Caledon Capital Partners LLP, 7 Old Park Lane, London, UK W1K 1QR	C/O Caledon Capital Partners LLP, 7 Old Park Lane, London, UK W1K 1QR	020 7499 9798	C/O Caledon Capital Partners LLP
SMSL4 Limited	09941618	C/O Caledon Capital Partners LLP, 7 Old Park Lane, London, UK W1K 1QR	C/O Caledon Capital Partners LLP, 7 Old Park Lane, London, UK W1K 1QR	020 7499 9798	C/O Caledon Capital Partners LLP

Schedule 2

Real Property

Part 1 - Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

None

Part 2 - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the Chargor is the owner)

None

Schedule 3

Specified Insurances

Named of Insured	Insurance Company	Policy No:
SMSL1 Limited	GCube Underwriting Limited	S0164520701
SMSL2 Limited		
SMSL3 Limited		
SMSL4 Limited		
Scottow Moor Solar Limited		

Schedule 4
Intellectual Property

None

Schedule 5

Securities

None

Schedule 6

Specified Project Documents

Document	Date	Parties	Description
EPC Contract (SMSL1)	On or around the date of this Debenture	SMSL1 Limited and ENERPARC Power Plants GmbH (HRB 119976)	Agreement for the supply and installation of the Solar Park (SMSL1)
EPC Contract (SMSL2)	On or around the date of this Debenture	SMSL2 Limited and ENERPARC Power Plants GmbH (HRB 119976)	Agreement for the supply and installation of the Solar Park (SMSL2)
EPC Contract (SMSL3)	On or around the date of this Debenture	SMSL3 Limited and ENERPARC Power Plants GmbH (HRB 119976)	Agreement for the supply and installation of the Solar Park (SMSL3)
EPC Contract (SMSL4)	On or around the date of this Debenture	SMSL4 Limited and ENERPARC Power Plants GmbH (HRB 119976)	Agreement for the supply and installation of the Solar Park (SMSL4)
EPC PCG (SMSL1)	On or around the date of this Debenture	SMSL1 Limited and ENERPARC AG	Parent company guarantee between ENERPARC AG, as guarantor and SMSL1 Limited relating to the obligations of ENERPARC Power Plants GmbH (as EPC Contractor) under the EPC Contract (SMSL1)
EPC PCG (SMSL2)	On or around the date of this Debenture	SMSL2 Limited and ENERPARC AG	Parent company guarantee between ENERPARC AG, as guarantor and SMSL2 Limited relating to the obligations of ENERPARC Power Plants GmbH (as EPC Contractor) under the EPC Contract (SMSL2)
EPC PCG (SMSL3)	On or around the date of this Debenture	SMSL3 Limited and ENERPARC AG	Parent company guarantee between ENERPARC AG, as guarantor and SMSL3 Limited relating to the obligations of

			ENERPARC Power Plants GmbH (as EPC Contractor) under the EPC Contract (SMSL3)
EPC PCG (SMSL4)	On or around the date of this Debenture	SMSL4 Limited and ENERPARC AG	Parent company guarantee between ENERPARC AG, as guarantor and SMSL4 Limited relating to the obligations of ENERPARC Power Plants GmbH (as EPC Contractor) under the EPC Contract (SMSL4)
Maintenance Agreement (SMSL1)	On or around the date of this Debenture	SMSL1 Limited and ENERPARC Power Plants GmbH (HRB 119976)	Agreement in relation to the operation and maintenance of the assets at Solar Park (SMSL1), as the same may be replaced from time to time pursuant to the terms of the Maintenance Agreement (SMSL1)
Maintenance Agreement (SMSL2)	On or around the date of this Debenture	SMSL2 Limited and ENERPARC Power Plants GmbH (HRB 119976)	Agreement in relation to the operation and maintenance of the assets at Solar Park (SMSL2), as the same may be replaced from time to time pursuant to the terms of the Maintenance Agreement (SMSL2)
Maintenance Agreement (SMSL3)	On or around the date of this Debenture	SMSL3 Limited and ENERPARC Power Plants GmbH (HRB 119976)	Agreement in relation to the operation and maintenance of the assets at Solar Park (SMSL3), as the same may be replaced from time to time pursuant to the terms of the Maintenance Agreement (SMSL3)
Maintenance Agreement (SMSL4)	On or around the date of this Debenture	SMSL4 Limited and ENERPARC Power Plants GmbH (HRB 119976)	Agreement in relation to the operation and maintenance of the assets at Solar Park (SMSL4), as the same may be replaced from time to time pursuant to the terms of the

			Maintenance Agreement (SMSL4)
Contestables Contract (SMSL1)	On or around the date of this Debenture	SMSL1 Limited and ESM Power Limited (company number 04611637)	Appointment for the contestable works in relation to Solar Park (SMSL1)
Contestables Contract (SMSL2)	On or around the date of this Debenture	SMSL2 Limited and ESM Power Limited (company number 04611637)	Appointment for the contestable works in relation to Solar Park (SMSL2)
Contestables Contract (SMSL3)	On or around the date of this Debenture	SMSL3 Limited and ESM Power Limited (company number 04611637)	Appointment for the contestable works in relation to Solar Park (SMSL3)
Contestables Contract (SMSL4)	On or around the date of this Debenture	SMSL4 Limited and ESM Power Limited (company number 04611637)	Appointment for the contestable works in relation to Solar Park (SMSL4)
Energy Supply Agreement Heads of Terms (SMSL1)	On or around the date of this Debenture	SMSL1 Limited and Norfolk County Council	Heads of terms in relation to Solar Park (SMSL1) being connected to Norfolk County Council's private wire electricity network and exporting such electricity to such network and/or to the grid via such network pursuant to an energy supply agreement.
Energy Supply Agreement Heads of Terms (SMSL2)	On or around the date of this Debenture	SMSL2 Limited and Norfolk County Council	Heads of terms in relation to Solar Park (SMSL2) being connected to Norfolk County Council's private wire electricity network and exporting such electricity to such network and/or to the grid via such network pursuant to an energy supply agreement
Energy Supply Agreement Heads of Terms (SMSL3)	On or around the date of this Debenture	SMSL3 Limited and Norfolk County Council	Heads of terms in relation to Solar Park (SMSL3) being connected to Norfolk County Council's private wire electricity network and exporting such electricity to such

			network and/or to the grid via such network pursuant to an energy supply agreement
Energy Supply Agreement Heads of Terms (SMSL4)	On or around the date of this Debenture	SMSL4 Limited and Norfolk County Council	Heads of terms in relation to Solar Park (SMSL4) being connected to Norfolk County Council's private wire electricity network and exporting such electricity to such network and/or to the grid via such network pursuant to an energy supply agreement

Schedule 7

Form of Notice of Assignment – Insurances

Part 1 – Form of Notice

To: [Name of relevant insurance company]

Address: [] [Date]

Dear Sirs

Scottow Moor Solar Limited - [] Insurance Polic[y][ies] Number[s] [•] [and [•] (the “Polic[y][ies]”)

Close Leasing Limited (the “Lender”) and SMSL[] Limited (the “Company”) HEREBY GIVE NOTICE that by an assignment contained in a debenture dated [•] and made between (i) the Company and others and (ii) the Lender (the “Debenture”) the Company charged to the Lender by way of first assignment all of its present and future right, title and interest in and to the Polic[y][ies], including all claims, the proceeds of all claims and all returns of premium in connection with the Polic[y][ies].

The Polic[y][ies], together with any new policy or policies in substitution for the Polic[y][ies], and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), should be held to the order of the Lender and all payments by you under or in connection with the Polic[y][ies] should be made as the Lender may direct and only on the Lender's written instructions.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Lender, the communication from the Lender shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Lender's specific written consent; and
- (iii) any written notice or instructions given to you by the Lender in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Lender at c/o CMS Cameron McKenna LLP, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN for the attention of [].

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

Yours faithfully,

.....
for and on behalf of
Close Leasing Limited

.....
for and on behalf of
SMSL[] Limited

Part 2 - Form of Acknowledgement

[on duplicate]

To: []

Address: []

Attention: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we will hold the Polic[y][ies], together with any new policy or policies in substitution for the Polic[y][ies] and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), to your order and accept, agree to and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under such policies (including the Polic[y][ies]) at the same time as we send them to the Company;
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, any such policies (including the Polic[y][ies]); and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of such policies (including the Polic[y][ies]) ("Subsequent Party") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Our agreement and confirmation in paragraph (a) above is given subject to our right of cancellation in respect of any such policies (including the Polic[y][ies]) on default in payment of any premiums but we undertake with you (until such time as we receive notice to the contrary from you):

- (i) to advise you promptly if any such premiums are not received by us within 30 days of renewal falling due;
- (ii) not to exercise our right of cancellation on default in payment of any such premiums without giving you 30 days' notice in writing and therefore a reasonable opportunity of paying the premiums outstanding; and
- (iii) to notify you promptly of, and in any event before giving our agreement to, any material changes which are proposed to be made to the terms of any such policies (including the Polic[y][ies]).

Yours faithfully

.....
for and on behalf of
[Name of relevant insurance company]

Schedule 7

Form of Notice of Assignment – Specified Project Documents

Part 1 – Form of Notice

To: [Name of relevant counterparty]

Address: []

[Date]

Dear Sirs

Close Leasing Limited (the “Lender”) and SMSL [] Limited (the “Company”) HEREBY GIVE NOTICE that by an assignment contained in a debenture dated [] and made between (i) the Company and others and (ii) the Lender (the “Debenture”) the Company charged to the Lender by way of first assignment all of its present and future right, title and interest in and to the following agreement:

[]

(the “Agreement”) including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Company under or arising from the Agreement, all remedies provided for in the Agreement or available at law or in equity in relation to the Agreement, the right to compel performance of the Agreement and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Agreement.

All moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company's account (account number [], sort code [] and account reference “*Receipts Account*”) with the Lender unless and until you receive notice from the Lender to the contrary, in which event you should make all future payments as directed by the Lender.

Notwithstanding the charge referred to above or the making of any payment by you to the Lender pursuant to it, the Company shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and neither the Lender nor any receiver nor any delegate appointed by the Lender or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement. The Company shall also remain entitled to exercise all its rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to the Company in each case unless and until you receive notice from the Lender to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Lender or as it directs.

Please note that, pursuant to the Debenture, the Company and the Lender have agreed that the Company will not make or agree to make any amendments, variations or modifications to the Agreement or waive any of its rights under the Agreement, without the prior written consent of the Lender or except as expressly permitted by the terms of the Debenture.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Lender, the communication from the Lender shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Lender's specific written consent; and
- (iii) any written notice or instructions given to you by the Lender in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Lender at c/o **CMS Cameron McKenna LLP, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN** for the attention of [].

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

Yours faithfully,

.....
for and on behalf of
Close Leasing Limited

.....
for and on behalf of
Scottow Moor Solar Limited

Part 2 - Form of Acknowledgement

[on duplicate]

To: []

Address: []

Attention: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the charge required pursuant to the Agreement and agree to and confirm that:

- (a) we will pay all moneys hereafter becoming due to the Company in respect of the Agreement as directed in the Notice and accept and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under the Agreement at the same time as we send them to the Company;

[Option¹:]

- (c) we shall not exercise or seek to exercise any right which we may have to terminate or treat as terminated the Agreement or suspend our performance under the Agreement without first giving to you by registered or recorded delivery post not less than [20] working days' prior written notice specifying in reasonable detail our grounds for suspending performance under or terminating or treating as terminated the Agreement and identifying all outstanding obligations and liabilities of the Company as at the date of such notice and further that we shall not or suspend performance under or terminate the Agreement nor treat the same as suspended or terminated if:
 - (i) any breach giving rise to the right to terminate the Agreement or suspend our performance under the Agreement is remedied before the expiration of 20 working days from such notice; or
 - (ii) prior to the expiry of such period, you have agreed to execute or procure the execution of, and you call upon us to execute, a novation agreement (in form and substance acceptable to you) by which you, a receiver or administrator appointed by you under the Debenture or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Company under the Agreement (but giving credit to you, a receiver or administrator or such other person for moneys already paid and obligations already performed by or on behalf of the Company pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same;
- (d) we shall provide to you promptly on request any documents or other relevant information which you, such receiver or administrator or such other person may from time to time require in order to perform the obligations of the Company;
- (e) if you should serve on us a notice in writing stating that the Company is in breach of an obligation on its part under or in connection with the Finance Documents, we shall:

¹ Where no direct agreement in place.

- (i) permit you to exercise all or any of the rights of the Company under the Agreement for so long as you shall require. Such notice in writing shall be binding and conclusive upon us; and/or
- (ii) enter into a novation agreement (in form and substance acceptable to you) by which you, a receiver or administrator appointed by you under the Debenture or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Company under the Agreement (but giving credit to you, a receiver or administrator or such other person for moneys already paid and obligations already performed by or on behalf of the Company pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same;

[End of Option]

- (f) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement or any other notice relating to the Agreement; and
- (g) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement ("Subsequent Party") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Yours faithfully

.....
for and on behalf of

[Name of relevant counterparty to Specified Project Document]

Schedule 9

Form of Notice of Charge – Accounts not with the Lender

Part 1 - Form of Notice

To: [Name of relevant bank or financial institution]

Address: [] [Date]

Dear Sirs

Close Leasing Limited (the “Lender”) and SMS[] Limited (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a debenture dated [•] and made between (i) the Company and others and (ii) the Lender (the “Debenture”) the Company charged to the Lender by way of first fixed charge and/or floating charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a “Relevant Account”) maintained with you:

- (1) [detail each charged Account: account name, account number, details of branch etc] subject to a first fixed and floating charge)

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you:

- (a) to disclose to the Lender, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Lender may at any time and from time to time request you to disclose to it;
- (b) upon receipt of written notice by the Lender to that effect not to permit any withdrawal by the Company of all or any part of the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without the prior written consent of the Lender;
- (c) to hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Lender and to pay or release all or any part of such moneys in accordance with the written instructions of the Lender at any time and from time to time; and
- (d) to comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Lender in any way relating to the Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Lender, the communication from the Lender shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Lender's specific written consent; and

- (iii) any written notice or instructions given to you by the Lender in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Lender at c/o **CMS Cameron McKenna LLP, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN** for the attention of [].

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

Yours faithfully,

.....
for and on behalf of
Close Leasing Limited

.....
for and on behalf of
SMS[] Limited

Part 2 - Form of Acknowledgement

[on duplicate]

To: **Close Leasing Limited**

Address: **c/o CMS Cameron McKenna, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN**

Attention: [] [Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we accept and will comply with the terms of the Notice;
- (b) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts;
- (c) we have not claimed or exercised and will not claim or exercise (except with the Lender's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question; and
- (d) Upon receipt of further written notice from the Lender to that effect, we shall not permit the Company to make any withdrawal from the Relevant Account without prior written consent of the Lender.

Yours faithfully

.....
for and on behalf of
[name of relevant bank or financial institution]

Supplemental Debenture

BETWEEN:

- and is supplemental to the Debenture (as defined below).

(A) The Chargor enters into this Supplemental Debenture in connection with the Phase 2 Facility Agreement.

(B) The board of directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Debenture is in the interests of the Chargor and has passed a resolution to that effect.

1. INTERPRETATION

Terms defined in the Phase 2 Facility Agreement and the Debenture shall, unless otherwise defined in this Supplemental Debenture, have the same meanings when used in this Supplemental Debenture and in addition in this Supplemental Debenture:

“Phase 2 Facility Agreement”: the solar park facility agreement dated [] 2016 and entered into between the Chargor and the Lender;

1.2 Construction

1.3 *Third Party Rights*

2. FIXED SECURITY

The Chargor as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of its right, title and interest in and to the Mortgaged Property specified in the Schedule together with all buildings and fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants.

3. LAND REGISTRY

In respect of the Mortgaged Property specified in the Schedule and for the purposes of Panel 8 of the Form RX1 that may be required to be completed by the Lender in relation to the Mortgaged Property registered or required to be registered at HM Land Registry, the Chargor hereby consents to an application being made by the Lender to the Chief Land Registrar to enter the following restriction in Form P against its title to the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Close Leasing Limited referred to in the charges register".

4. CONTINUATION

4.1 Except insofar as supplemental hereby, the Debenture will remain in full force and effect.

4.1.1 References in the Debenture to "**this Debenture**", shall be deemed to be references to the Debenture as amended by this Supplemental Debenture and to this Supplemental Debenture.

4.1.2 This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:

- (a) the Supplemental Debenture and the Debenture shall be read and construed as one document and in particular the property charged pursuant to Clause 3 of the Debenture shall include the Mortgaged Property described in the Schedule hereto; and
- (b) the Chargor acknowledges that references to the "**Project Companies' Debenture**" in the Phase 2 Facility Agreement is a reference to the Debenture as amended by this Supplemental Debenture.

5. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Supplemental Debenture has been entered into as a deed and is intended to be and is delivered on the day and year first before written

Schedule

Mortgaged Property


[]

EXECUTION PAGE

THE CHARGORS

EXECUTED AS A DEED by
SMSL1 LIMITED
on being signed by one director
before a witness

)
)
)
)
)



.....
(Director)

.....
(Witness)

.....
RABO FRASER
(Print name)

.....
22 MONTROSE ST
LONDON SW7 1HQ
.....

.....
(Witness Address)

EXECUTED AS A DEED by
SMSL2 LIMITED
on being signed by one director
before a witness

)
)
)
)
)



.....
(Director)

.....
(Witness)

.....
RABO FRASER
(Print name)

.....
22 MONTROSE ST
LONDON SW7 1HQ
.....

.....
(Witness Address)

THE LENDER

EXECUTED AS A DEED by
CLOSE LEASING LIMITED

on being signed by
its duly appointed attorney
before a witness

)
)
)
)
)



(Director)



(Witness)

J. K. KINGS
.....

(Print name)

OLYMPIC COURT
.....

MANCHESTER
.....

.....
(Witness Address)