

# MR01

## Particulars of a charge

238280/23



Companies House



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

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

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

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form.  
It must be scanned and placed on the public record. Do not send the original.



L11

\*L5MCETG8\*

22/12/2016

#292

COMPANIES HOUSE

For official use

### 1 Company details

Company number 1 0 4 3 2 0 0 5

Company name in full 3i LFG MIDCO LIMITED

☒ **Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 1 d 3 m 1 m 2 y 2 y 0 y 1 y 6

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name LLOYDS BANK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

## Particulars of a charge

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

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## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

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## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement <sup>①</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

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

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## Signature

Please sign the form here

Signature

Signature

x Allen & Overy LLP on behalf of x  
the chargee 20/12/16.

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name  
Mike Campbell

Company name  
Allen & Overy LLP

Address  
One Bishops Square

Post town  
London

County/Region

Postcode  
E 1 6 A D

Country  
United Kingdom

DX

Telephone  
02030883156



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

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



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10432005

Charge code: 1043 2005 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2016 and created by 3I LFG MIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2016.

P

Given at Companies House, Cardiff on 3rd January 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

EXECUTION VERSION

Except for material redacted pursuant  
to s859G of the Companies Act 2006  
I certify that this is a correct copy of  
the original document.

Allen & Overy LLP  
One Bishop's Square  
London E16 1AD

**SECURITY AGREEMENT**  
(CHARGE OVER SHARES AND ASSIGNMENT OF RECEIVABLES)

20112/16

DATED 13 DECEMBER 2016

BETWEEN

31 LFG MIDCO LIMITED

as Chargor

AND

LLOYDS BANK PLC  
as Security Agent

**ALLEN & OVERY**

Allen & Overy LLP

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**THIS DEED** is dated 13 December 2016 and is made **BETWEEN**

- (1) **3i LFG MIDCO LIMITED**, a company incorporated in England and Wales with registered number 10432005 as chargor (the **Chargor**), and
- (2) **LLOYDS BANK PLC** (the **Security Agent**) as security trustee and security agent for the Secured Parties (as defined in the Intercreditor Agreement defined below)

## **BACKGROUND**

- (A) The Chargor enters into this Deed in connection with the Intercreditor Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed

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

**Assigned Receivable** means each amount owed to the Chargor under a Loan Agreement and includes each principal amount outstanding and all interest, fees and other amounts payable to the Chargor under the relevant Loan Agreement

**Company** means 3i LFG Limited (Registered Number 10432339)

**Finance SPV** means a "Finance SPV" as defined in the Bank Facility Agreement or any analogous term in any Additional Credit Documentation

**Intercreditor Agreement** means the intercreditor agreement dated 5 December 2016 between (among others) the Chargor, the Company and the Security Agent

**Investments** means

- (a) the Shares,
- (b) any other shares in the Company owned by the Chargor or held by a nominee on its behalf,
- (c) any shares in any Finance SPV owned by the Chargor or held by a nominee on its behalf,
- (d) the Loan Notes, and
- (e) any
  - (i) dividend, interest or other distribution paid or payable,

- (ii) right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise,
- (iii) right against any clearance system,
- (iv) right under any custody or other agreement (including any right to require delivery up of any cash or other assets), and
- (v) cash or securities account maintained by any custodian or other entity,

in each case in relation to paragraphs (a), (b), (c) and/or (d) above

**Loan Agreement** means any agreement to which the Chargor is party which evidences Subordinated Liabilities

**Loan Notes** means the £150,000,000 Fixed Rate Subordinated Loan Notes due 2045 issued by 3i LFG Limited and any other loan notes, debentures, bonds or other securities evidencing Subordinated Liabilities which are held by the Chargor or held by a nominee or on its behalf

**Party** means a party to this Deed

**Receiver** means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

**Security Assets** means all assets of the Chargor the subject of this Security

**Security Period** means the period beginning on the date of this Deed and ending on the Final Discharge Date

**Shares** means the shares specified in Schedule 1 (Shares)

## 1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed
- (c) Any reference in this Deed to
  - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person,
  - (ii) a **Debt Document** or any other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Debt Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
  - (iii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset,



- (iv) the term **this Security** means any Security created, evidenced or conferred by or under this Deed, and
- (v) **assets** includes present and future properties, revenues and rights of every description
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) If the Security Agent considers that an amount paid to a Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset

### **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time
- (c) Any Secured Party or External Creditor that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All this Security
  - (i) is created in favour of the Security Agent,
  - (ii) is created over present and future assets of the Chargor,
  - (iii) is security for the payment, discharge and performance of all the Secured Obligations, and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition
  - (i) this Security will constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under that document but exclude the Chargor's other rights under the document until the Chargor obtains the required consent or satisfies the relevant condition,
  - (ii) unless the Security Agent otherwise requires, the Chargor must use its reasonable commercial endeavours (without incurring material costs) to obtain the required consent or satisfy the relevant condition, and

- (iii) if the Chargor obtains the required consent or satisfies the relevant condition
  - (A) the Chargor must notify the Security Agent promptly, and
  - (B) all the Chargor's rights under the document will immediately be secured in accordance with this Deed
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties
- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Shares) does not affect the validity or enforceability of this Security

## **2.2 Investments**

The Chargor charges by way of a first fixed charge all its rights, title and interest in respect of the Investments

## **2.3 Subordinated Liabilities**

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest from time to time in respect of
  - (i) each Loan Agreement, and
  - (ii) the Assigned Receivables
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right

## **3 RESTRICTIONS ON DEALINGS**

The Chargor must not

- (a) create or permit to subsist any Security on any Security Asset, or
  - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly permitted or not otherwise prohibited under each Debt Document

## **4. REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and warranties**

The Chargor makes the representations and warranties set out in this Clause 4 to each Secured Party on the date of this Deed

### **4.2 Binding obligations**

Subject to the Legal Reservations and the Perfection Requirements

- (a) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations, and

- (b) this Deed creates the security interests that it purports to create and those security interests are valid and effective

#### **4.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security created by or pursuant to this Deed do not and will not conflict with

- (a) any law or regulation applicable to it,
- (b) its constitutional documents or the constitutional documents of the Company, or
- (c) any agreement or instrument binding upon it or any member of the Group or any of its or any member of the Group's assets or constitute a default or termination event (however described) under any such agreement or instrument, where such conflict, default or termination would, or would be reasonably likely to, have a Material Adverse Effect

#### **4.4 Security**

No Security or Quasi-Security exists over all or any Security Asset

#### **4.5 Legal and beneficial ownership**

It is the sole legal and beneficial owner of the Security Assets

#### **4.6 Shares**

The Shares are fully paid and are not subject to any option to purchase or similar right

#### **4.7 Loan Notes**

The principal amount outstanding under the Loan Notes at the date of this Deed is £150,000,000

#### **4.8 Assigned Receivables**

There is no prohibition on assignment in respect of any of the Assigned Receivables or its rights under any Loan Agreement

### **5. INVESTMENTS**

#### **5.1 Deposit**

The Chargor must as soon as reasonably practicable

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments, and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Investments

## **5.2 Changes to rights**

The Chargor must not take any action or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered in a way which is, or is reasonably likely to be, materially adverse to the interests of the Secured Parties

## **5.3 Other obligations in respect of Investments**

- (a) The Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Chargor
- (b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments
- (c) No Secured Party is obliged to
  - (i) perform or fulfil any obligation of the Chargor,
  - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or
  - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment

## **5.4 Voting rights**

- (a) Before this Security becomes enforceable, the Chargor may continue to exercise (or refrain from exercising) the voting rights, powers and other rights in respect of the Investments provided that the exercise of those voting rights, powers and other rights by the Chargor would not materially adversely affect the enforceability of this Security or result in an Event of Default
- (b) Before this Security becomes enforceable, if any Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or its nominee) must exercise the voting rights, powers and other rights in respect of the Investments in the manner in which the Chargor may direct in writing
- (c) Before this Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor
- (d) After this Security has become enforceable, the Security Agent or its nominee may exercise or refrain from exercising
  - (i) any voting rights, and
  - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor

- (e) After this Security has become enforceable, any Investments under paragraph (e) of the definition thereof shall, if received by the Chargor or any nominee of the Chargor, be held on trust for and forthwith paid or transferred to the Security Agent
- (f) If any Investments remains registered in the name of the Chargor the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable
- (g) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments at the direction of the Chargor

#### **5.5 Clearance systems**

The Chargor must, if requested by the Security Agent, instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system

#### **5.6 Custodian arrangements**

The Chargor must

- (a) promptly give notice of this Security to any custodian or other entity in respect of any Investment held for it by that custodian or other entity in a form the Security Agent may require, and
- (b) use its reasonable endeavours to ensure that the custodian or other entity acknowledges that notice in a form the Security Agent may require

#### **5.7 Financial Collateral**

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (b) Where any financial collateral is appropriated
  - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest,
  - (ii) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation, or
  - (iii) in any other case, the value of the financial collateral will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use

## **6. LOAN AGREEMENTS**

### **6.1 Rights**

After this Security has become enforceable, the Security Agent may exercise, without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor, any of the Chargor's rights under any Loan Agreement

### **6.2 Notices of assignment**

The Chargor must

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 (Notice to Debtor) of Schedule 2 (Forms of Notice), on the Company, and
- (b) ensure that the Company acknowledges that notice, substantially in the form of 0 (Acknowledgement of Debtor) of Schedule 2 (Forms of Notice),

unless such notice and acknowledgement has been given on substantially the same terms under the provisions of the Loan Agreement to be secured or any Debt Document to which the Company is a party

### **6.3 Other obligations in respect of Loan Agreements and Assigned Receivables**

- (a) The Chargor must procure that all Loan Agreements are governed by English law
- (b) The Chargor must procure that there is no prohibition on assignment in respect of any of the Assigned Receivables or its rights under any Loan Agreement

## **7. PRESERVATION OF SECURITY**

### **7.1 Continuing security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part

### **7.2 Reinstatement**

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

### **7.3 Waiver of defences**

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Party)

- (a) any time, waiver or consent granted to, or composition with, any Debtor or other person,

- (b) the release of any other Debtor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group.
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Debtor or other person,
- (d) 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.
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Debtor or any other person,
- (f) any amendment of any Debt Document or any other document or security 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 Debt Document or other document or security,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Debt Document or any other document or security, or
- (h) any insolvency, resolution or similar proceedings

#### **7.4 Amendments to the Debt Documents**

- (a) Without limiting Clause 7.3 (Waiver of defences), the Chargor acknowledges that the Debt Documents may from time to time be amended, novated, supplemented, extended or restated
- (b) The Chargor confirms its intention that
  - (i) any amendment, novation, supplement, extension or restatement to a Debt Document is within the scope of the Secured Obligations and this Security, and
  - (ii) the Secured Obligations and this Security extend to any amount payable by the Chargor under or in connection with a Debt Document as amended, novated, supplemented, extended or restated
- (c) The Chargor agrees that the confirmations in paragraph (b) above apply regardless of
  - (i) why or how a Debt Document is amended, novated, supplemented, extended or restated (including the extent of the amendment, novation, supplement, extension or restatement and any change in the parties),
  - (ii) whether any amount payable by an Debtor under or in connection with the amended, novated, supplemented, extended or restated Debt Document in any way relates to any amount that would or may have been payable had the amendment, novation, supplement, extension or restatement not taken place,
  - (iii) the extent to which the Chargor's liability under this Deed (whether present or future, actual or contingent), or any right it may have as a result of entering into or performing its obligations under this Deed changes or may change as a result of the amendment, novation, supplement, extension or restatement, and
  - (iv) whether the Chargor was aware of or consented to the amendment, novation, supplement, extension or restatement

#### **7.5 Immediate recourse**

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

#### **7.6 Appropriations**

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period

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

#### **7.7 Deferral of Chargor's rights**

- (a) Unless the Security Period has expired or the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Deed
  - (i) to be indemnified by an Debtor,
  - (ii) to claim any contribution from any Debtor of any Debtor's obligations under the Debt Documents,
  - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party,
  - (iv) to bring legal or other proceedings for an order requiring any Debtor to make any payment, or perform any obligation, in respect of which the Chargor has granted security under this Deed,
  - (v) to exercise any right of set-off against any Debtor, and/or
  - (vi) to claim or prove as a creditor of any Debtor in competition with any Secured Party
- (b) If the Chargor receives any benefit, payment or distribution in relation to such rights it must hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Debtors under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and must promptly pay or transfer them to the Security Agent or as the Security Agent may direct for application in accordance with this Deed



## **7.8 Additional security**

- (a) This Deed is in addition to and is not in any way prejudiced by any other security or any guarantee now or subsequently held by any Secured Party
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security

## **7.9 Security held by Chargor**

The Chargor must not, without the prior consent of the Security Agent, hold any security from any other Debtor in respect of its liability under this Deed. The Chargor will hold any security held by it in breach of this provision on trust for the Security Agent.

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Acceleration Event**

Subject to clause 10 (Enforcement) of the Intercreditor Agreement, this Security will become immediately enforceable if an Acceleration Event occurs and the Security Agent gives notice to the Chargor that this Security is enforceable.

### **8.2 Discretion**

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority External Creditors direct.

## **9 ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

### **9.2 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **9.3 Privileges**

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

### **9.4 Protection of third parties**

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Obligations have become payable,

- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Debt Documents, or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

## **9.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Security Agent may do any one or more of the following
  - (i) redeem any prior Security against any Security Asset, and/or
  - (ii) procure the transfer of that Security to itself, and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor
- (b) The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

## **9.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Debt Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate

# **10. RECEIVER**

## **10.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may from time to time appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
  - (i) this Security has become enforceable,
  - (ii) a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to the Chargor,
  - (iii) notices to creditors are sent out under section 98 of the Insolvency Act 1986 in relation to the Chargor,
  - (iv) a proposal is made in relation to the Chargor for a voluntary arrangement under Part I of the Insolvency Act 1986, or
  - (v) the Chargor so requests the Security Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed

- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986

## **10.2 Removal**

The Security Agent may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

## **10.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) will not apply

## **10.4 Agent of the Chargor**

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

## **10.5 Relationship with Security Agent**

To the fullest extent allowed by law any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

# **11. POWERS OF RECEIVER**

## **11.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

## **11.2 Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset

## **11.3 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit

- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit

#### **11.4 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset

#### **11.5 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit

#### **11.6 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

#### **11.7 Delegation**

A Receiver may delegate its powers in accordance with this Deed

#### **11.8 Protection of assets**

A Receiver may effect any insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset in each case as it thinks fit

#### **11.9 Other powers**

A Receiver may

- (a) do all other acts and things which it may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law,
- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset, and
- (c) use the name of the Chargor for any of the above purposes

### **12. APPLICATION OF PROCEEDS**

Any moneys received by the Security Agent or that Receiver after this Security has become enforceable must be applied in the order of priority in accordance with the Intercreditor Agreement

### **13. DELEGATION**

#### **13.1 Power of Attorney**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

### **13.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit

### **13.3 Liability**

Neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargor for any cost, loss or liability arising as a result of any act, default, omission or misconduct on the part of any delegate or sub-delegate

## **14. FURTHER ASSURANCES**

- (a) Subject to the Agreed Security Principles, the Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
- (i) to perfect this Security (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the this Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Debt Documents or by law,
  - (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to this Security, and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Security
- (b) Subject to the Agreed Security Principles, the Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of this Security

## **15. POWER OF ATTORNEY**

On and from the earlier to occur of

- (a) the date on which this Security has become enforceable, and
- (b) if the Chargor fails to comply with Clause 14 (Further assurances) or otherwise fails to take any action necessary to perfect any Security, the date falling ten Business Days after the date the Security Agent or a Receiver (as applicable) has provided notice of the action it required the Chargor to take,

the Chargor, by way of security, irrevocably and severally appoints the Security Agent or any Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney in its absolute discretion may deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

## **16 CHANGES TO THE CHARGOR**

The Chargor may not assign or transfer any of its rights or obligations under this Deed without the prior consent of the Security Agent

## **17. MISCELLANEOUS**

### **17.1 Covenant to pay**

- (a) The Chargor must pay or discharge the Secured Obligations in the manner provided for in the Debt Documents
- (b) The recourse of the Secured Parties to the Chargor in respect of its obligations under paragraph (a) above is limited to the Security Assets

### **17.2 Tacking**

Each External Creditor must perform its obligations under the Debt Documents (including any obligation to make available further advances)

### **17.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations

### **17.4 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Debt Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when

- (a) this Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate

### **17.5 Notice to Chargor**

This Deed constitutes notice in writing to the Chargor of any charge or assignment by way of security that may at any time be created or made under any Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member is a party

## **18. RELEASE**

At the end of the Security Period, the Secured Parties must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security

**19. COUNTERPARTS**

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

**20. GOVERNING LAW**

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

**21. JURISDICTION**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any consequences of its nullity or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Chargor will not argue to the contrary.
- (c) Notwithstanding paragraph (a) above, any Secured Party may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**THIS DEED** has been entered into and executed as a deed by the Chargor with the intention that it be delivered on the date stated at the beginning of this Deed.

**SCHEDULE 1****SHARES**

<b>CHARGOR</b>	<b>COMPANY</b>	<b>NUMBER OF SHARES</b>	<b>DENOMINATION AND CLASS OF SHARES</b>
31 LFG Midco Limited	31 LFG Limited (Registered Number 10432339)	35,000,001	£1 00 Ordinary share



**SCHEDULE 2**  
**FORMS OF NOTICE**  
**PART 1**  
**NOTICE TO DEBTOR**

From 31 LFG Midco Limited (the **Chargor**)

To [Debtor] (the **Debtor**)

Copy Lloyds Bank plc (the **Security Agent**)

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2016 between  
31 LFG Midco Limited, as Chargor  
and Lloyds Bank plc as Security Agent (the Security Agreement)**

This notice relates to the following agreement[s] ([the][each a] **Loan Agreement**)

[Insert details of loan agreement[s] ]

This notice constitutes notice to you that under the Security Agreement we have assigned by way of security to the Security Agent each amount owed to us under [the][each] Loan Agreement (including each principal amount outstanding and all interest, fees and other amounts payable to us under [the][each] Loan Agreement)

We confirm that

- (a) we will remain liable under [the][each] Loan Agreement to perform all the obligations assumed by us under [the][each] Loan Agreement, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to the Debtor under or in respect of [the][any] Loan Agreement

We will also remain entitled to exercise all the rights, powers and discretions which under the terms of the Loan Agreement were vested in us, and you should continue to send payments and communications under the Loan Agreement to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments and communications must be sent to, the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Loan Agreement requested from you by the Security Agent

The instructions in this notice may not be revoked or amended without the prior written consent of the Security Agent

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

Please confirm the agreement of the Debtor to the above by sending the attached acknowledgement to the Security Agent at [●] with a copy to the Chargor

(Authorised signatory)  
[Chargor]

## ACKNOWLEDGEMENT OF DEBTOR

From [Debtor] (the **Debtor**)

To Lloyds Bank plc (the **Security Agent**)

Copy 31 LFG Midco Limited (the **Chargor**)

[Date]

**Security Agreement dated [ ] 2016 between  
31 LFG Midco Limited as Chargor  
and Lloyds Bank plc as Security Agent (the Security Agreement)**

We confirm receipt from the Chargor of a notice dated [ ] (the **Notice**) of an assignment on the terms of the Security Agreement of each amount owed to the Chargor under [the][each] Loan Agreement (including each principal amount outstanding and all interest, fees and other amounts payable to the Chargor under [the][each] Loan Agreement)

The term **Loan Agreement** has the meaning given in the Notice

We confirm that we

- (a) have not received notice of the interest of any third party in [the][any] Loan Agreement, and
- (b) will make payments and send communications under the Loan Agreement as directed in the Notice

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

(Authorised signatory)  
[Debtor]

**SIGNATORIES**

**Chargor**

EXECUTED AS A DEED by  
3i LFG MIDCO LIMITED  
acting by *TIM SHORT*

)  
)  
)

REDACTED

**Director**

**In the presence of**

REDACTED

**Witness's signature**

**Name**

*CHARLOTTE MADDEN*

**Address**

**3i PLC**  
**16 Palace Street**  
**London**  
**SW1E 5JD**

Security Agent

LLOYDS BANK PLC

By [REDACTED]

TOM BUSBY  
ASSOCIATE DIRECTOR

By