



Registration of a Charge

Company name: **CLEAN ENERGY AND INFRASTRUCTURE 6 UK HOLDINGS LIMITED**
Company number: **10742810**



XA0GYTJD

Received for Electronic Filing: **17/03/2021**

Details of Charge

Date of creation: **10/03/2021**
Charge code: **1074 2810 0002**
Persons entitled: **SANTANDER UK PLC**
Brief description:
Contains fixed charge(s).
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: **VICTORIA QUEK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10742810

Charge code: 1074 2810 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th March 2021 and created by CLEAN ENERGY AND INFRASTRUCTURE 6 UK HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2021 .

Given at Companies House, Cardiff on 18th March 2021

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

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Dated: 10 March 2021

- (1) CLEAN ENERGY AND INFRASTRUCTURE 6 UK HOLDINGS LIMITED as Chargo
- (2) SANTANDER UK PLC as Security Trustee
-

Assignment and charge of contracts

We certify this document as a true copy of the original, save for material
redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP
.....
Eversheds Sutherland (International) LLP

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THIS DEED is made on

10 March

2021

BETWEEN

- (1) **CLEAN ENERGY AND INFRASTRUCTURE 6 UK HOLDINGS LIMITED** a company incorporated in England and Wales with registered number 10742810 of Ground Floor, Ibis House Ibis Court, Centre Park, Warrington, England, WA1 1RL (the "**Chargor**"); and
- (2) **SANTANDER UK PLC** as Security Trustee for the Finance Parties from time to time (the "**Security Trustee**");

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

"Borrower" means BEGL 4 Limited (company number 07434766).

"Business Day" means a day, other than a Saturday or a Sunday, on which banks are open for general business in London.

"Charged Contract" means the contract, brief particulars of which are set out in Schedule 1 (*Charged Contract*).

"Contract Party" means any party to a Charged Contract other than the Chargor and if more than one such party shall, where the context so requires, mean any one of them.

"Contract Proceeds" means all proceeds of any Charged Contract from time to time in whatever form they may be, including:

- (a) all monies receivable under, arising out of, or evidenced by, any Charged Contract;
- (b) any other rights, titles, benefits or interests (whether present, future, proprietary contractual or otherwise) of the Chargor in, under, arising out of, or evidenced by, any Charged Contract;
- (c) the benefit of any Authorisation, conveyance, assignment, transfer, lease or licence which may be granted to the Chargor in relation to any Charged Contract, whether or not arising out of an obligation contained in such Charged Contract;
- (d) all claims competent to the Chargor to recover and receive damages or compensation arising out or relating to any breach or termination of any Charged Contract or any Authorisation, conveyance, assignment, transfer, lease or licence referred to in paragraph (c) above; and
- (e) the full benefit of all guarantees, indemnities, bonds, debentures, mortgages, charges or other security given in relation to any Charged Contract or any obligation of any Contract Party arising under any Charged Contract.

"Credit Agreement" means an agreement originally dated 30 April 2014 between, amongst others, the Borrower and the Security Trustee (as amended, varied, novated, supplemented and/or restated from time to time).

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Trustee.

"Default Rate" means the rate specified in clause 7.3 (*Default interest*) of the Credit Agreement.

"Discharge Date" means the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Security Trustee and the Lender cancelled.

"Enforcement Party" means any of the Security Trustee, a Receiver or a Delegate.

"Event of Default" has the meaning given to it in the Credit Agreement.

"Insolvency Act" means Insolvency Act 1986.

"LPA" means Law of Property Act 1925.

"Party" means a party to this Deed.

"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to this Deed in respect of the Chargor or in respect of the Secured Assets or any of them.

"Secured Assets" means the assets charged, assigned or otherwise the subject of any security created by or pursuant to this Deed and includes any part or parts of such assets.

"Secured Obligations" means the aggregate of all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor (including (without limitation) pursuant to Clause 2.1 of this Deed) or the Borrower to the Finance Parties, whatever their nature or basis and whether owned jointly or severally or in any other capacity whatsoever, in any currency or currencies and however they are described under the Finance Documents.

"Security Period" means the period beginning on the date of this Deed and ending on the Discharge Date.

"Third Parties Act" means the Contracts (Rights of Third Parties) Act 1999.

1.2 Construction

In this Deed:

1.2.1 any reference to:

1.2.1.1 the word **"assets"** includes present and future property, revenue, rights and interests of every kind;

1.2.1.2 the word **"guarantee"** includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness;

1.2.1.3 the word **"indebtedness"** includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);

1.2.1.4 the word **"law"** includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law; and the word **"lawful"** and similar words and phrases are to be construed accordingly;

1.2.1.5 the word **"person"** includes any individual, company, corporation, firm, government, state or any agency of a state and any

association, partnership or trust (in each case, whether or not it has separate legal personality);

- 1.2.1.6 the word "**regulation**" includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
- 1.2.1.7 the word "**security**" includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;
- 1.2.1.8 the word "**set-off**" includes analogous rights and obligations in other jurisdictions; and
- 1.2.1.9 the word "**tax**" includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment);
- 1.2.2 except where this Deed expressly states otherwise, each term used in this Deed which is defined in the Credit Agreement has the same meaning as in the Credit Agreement, construed in accordance with the Credit Agreement;
- 1.2.3 where something (or a list of things) is introduced by the word "**including**", or by the phrase "**in particular**", or is followed by the phrase "**or otherwise**", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
- 1.2.4 each reference to the "**Chargor**", or to the "**Security Trustee**", any "**Party**" any "**Lender**" or the "**Borrower**" includes its successors in title, and its permitted assignees or permitted transferees;
- 1.2.5 each reference to any "**Contract Party**" shall extend to any permitted assignee or transferee of, or successor in title to, any such person, and to any other person who is obligated to the Chargor under the terms of a Charged Contract;
- 1.2.6 each reference to any "**Contract Proceeds**" shall include each and any category or part of the Contract Proceeds independently of every other category or part;
- 1.2.7 unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed);
- 1.2.8 each reference to this Deed (or to any other agreement or deed) means, at any time, this Deed (or as applicable such other agreement or deed) as amended, novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of this Deed or of any Finance Document;
- 1.2.9 each reference to the singular includes the plural and vice versa, as the context permits or requires;
- 1.2.10 the index and each heading in this Deed is for convenience only and does not affect the meaning of the words which follow it;

- 1.2.11 each reference to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause of or Schedule to this Deed;
- 1.2.12 wherever this Deed states that the Chargor must not take a particular step without the consent of the Security Trustee, the Security Trustee has discretion whether to give its consent and can impose conditions on any such consent it gives; and
- 1.2.13 An Event of Default is "**continuing**" if it has not been waived.

1.3 **Third Party Rights**

- 1.3.1 A person who is not an Enforcement Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed except to the extent that this Deed or any other of the Finance Documents expressly provides for it to do so.
- 1.3.2 No consent of any person who is not a Party is required to rescind or vary this Deed at any time.
- 1.3.3 This Clause 1.3 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

1.4 **Incorporation of other terms**

The terms of any document under which the Secured Obligations arise and of any side letters between the Borrower and/or the Chargor and the Security Trustee relating to the Secured Obligations are incorporated in this Deed to the extent required for any purported disposition of the Secured Assets contained in this Deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. **COVENANT TO PAY**

2.1 **Covenant**

The Chargor as primary obligor and not merely as surety, covenants with the Security Trustee that it will pay, discharge and perform the Secured Obligations when due and (where applicable) in the manner provided in Finance Documents provided that the Chargor's liability under this Deed shall be limited to the amount of the Contract Proceeds received following enforcement by the Security Trustee of the security interests created by this Deed and in accordance with the terms of this Deed, save that this proviso shall not limit or restrict in any way (i) the accrual of interest on any unpaid amount under this Deed, (ii) the Chargor's obligations to discharge its non-monetary obligations under this Deed in relation to its express covenants, undertakings, representations and warranties under this Deed.

2.2 **Default Interest**

Any amount which is not paid under this Deed on the due date, where default interest is not already being applied to such amount under any other Finance Document, shall bear interest (as well after as before judgment) payable on demand at the Default Rate from time to time from the due date until the date of actual unconditional and irrevocable payment and discharge of such amount in full, save to the extent that interest at such rate on such amount and for such period is charged pursuant to any other document relevant to that liability and itself constitutes part of the Secured Obligations.

3. **CHARGING CLAUSE**

3.1 **Grant of security**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations:

3.1.1 **Assignment by way of security**

assigns absolutely to the Security Trustee all its rights, title and interest in the following assets:

3.1.1.1 the Charged Contract; and

3.1.1.2 the Contract Proceeds

in each case to the fullest extent capable of assignment and subject to re-assignment on redemption as provided in Clause 15.11 (*Release of security*).

3.1.2 **First fixed charge**

charges in favour of the Security Trustee, by way of first fixed charge the following assets:

3.1.2.1 the Charged Contract;

3.1.2.2 the Contract Proceeds; and

in each case excluding those Charged Contract, or Contract Proceeds which have been validly and effectively assigned to the Security Trustee pursuant to Clause 3.1.1 (*Assignment by way of security*)); and also

3.1.2.3 any monies (including any deposit, advance or instalment payment) payable to the Chargor for or in connection with the disposal (by whatever means and whether or not permitted by this Deed) of the Charged Contract or any interest in the Charged Contract.

3.2 **Notice of assignment or charge**

The Chargor shall forthwith upon receiving a request to that effect from the Security Trustee:

3.2.1 give notice of each such assignment of its right, title and interest (if any) in and to the Charged Contract and the Contract Proceeds by sending a notice in the form set out in Schedule 2 (*Form of notice to Contract Parties*) (with such amendments as the Security Trustee may agree) duly completed to each of the Contract Parties; and

3.2.2 the Chargor shall procure that such Contract Party delivers an acknowledgement to the Security Trustee in the form of the acknowledgement of notice contained in the notice set out in Schedule 2 (*Form of notice to Contract Parties*) with such amendments as the Security Trustee may agree.

3.3 **Continuing security**

All the security granted or created by this Deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations.

3.4 **Full title guarantee and implied covenants**

All the security created or given under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.5 **Miscellaneous**

The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this Deed.

4. **FURTHER ASSURANCE**

4.1 **General**

The Chargor must at its own expense promptly do all such acts and things and execute such documents (including deeds, assignments, transfers, mortgages, charges, notices, instructions, assurances, agreements and instruments) as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s):

- 4.1.1 to perfect and protect (including against any change in or revised interpretation of any law or regulation) the security created (or intended to be created) under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Trustee provided by this or any other deed or document or by law; or
- 4.1.2 to confer on the Security Trustee security over the Charged Contract or Contract Proceeds of the Chargor located in any jurisdiction in terms which are valid and effective within such jurisdiction and are as nearly as possible equivalent or similar to the security intended to be conferred by or pursuant to this Deed; or
- 4.1.3 (in its absolute discretion) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed; or
- 4.1.4 otherwise for enforcing the same or exercising any of the Security Trustee's rights, powers, authorities or discretions under this Deed

and the Chargor shall take all such action as is available to it (including the making of all filings and registrations and the payment of all fees and taxes) as may be necessary for the creation, perfection protection, maintenance or enhancement of any security conferred or intended to be conferred on the Security Trustee pursuant to this Deed.

- 4.2 Any security document required to be executed by any Chargor pursuant to Clause 3 will be prepared at the cost of the Chargor, and will be in such form and will contain such provisions as the Security Trustee may reasonably require.

5. **NEGATIVE PLEDGE**

5.1 **Negative Pledge**

During the Security Period, the Chargor must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it enter into any other preferential arrangement having a similar effect:

5.2 **Exceptions**

Clause 5.1 does not apply:

- 5.2.1 to the security created or required to be created by this Deed;
- 5.2.2 to any other security or transaction which is permitted pursuant to the terms of the Facilities Agreement; nor

5.2.3 to any security or transaction to which the Lender has given its written consent.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Chargor represents and warrants to the Security Trustee on the date of this Deed as follows:

- 6.1.1 the particulars of the Charged Contract set out in Schedule 1 (*Charged Contract*) are correct and complete;
- 6.1.2 the Charged Contract is in full force and effect;
- 6.1.3 it has not rescinded or otherwise terminated or novated the Charged Contract;
- 6.1.4 it has not waived, compromised, assigned nor agreed to waive, compromise or assign any of its present or future rights, title or interest in and to the Charged Contract or the Contract Proceeds otherwise than as provided in this Deed; and
- 6.1.5 it is not aware of any material fact or circumstance which would prejudice or affect the ability of the Security Trustee to enforce the Charged Contract or any term or condition of the Charged Contract nor to recover and retain the Contract Proceeds.

6.2 The representations and warranties above shall survive the execution of this Deed and shall be deemed to be repeated by the Chargor at the same time the representations and warranties in clause 16 of the Credit Agreement are repeated in accordance with clause 16.34 of the Credit Agreement.

7. UNDERTAKINGS

The Chargor undertakes to the Security Trustee in the terms of the following provisions of this Clause 7, all such undertakings to commence on the date of this Deed and to continue throughout the Security Period:

7.1 Deposit of documents

It will promptly at the Security Trustee's request deposit with the Security Trustee (or as the Security Trustee directs):

- 7.1.1 all deeds and documents of title relating to the Charged Contract, the Contract Proceeds including any other deeds or documents necessary or desirable to assist the Security Trustee to register or enforce the security created by this Deed; and
- 7.1.2 all such other documents relating to the Secured Assets as the Security Trustee may from time to time reasonably require.

7.2 Retention of documents

The Security Trustee may retain any document delivered to it pursuant to Clause 7.1 (*Deposit of documents*) or otherwise until the Discharge Date and if, for any reason it ceases to hold any such document before such time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor must immediately comply (or procure compliance) with such notice.

8. ENFORCEABILITY

For the purposes of all powers implied by the LPA or any other applicable statute the Secured Obligations shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Security Trustee and any Receiver will become exercisable on the date of this Deed, but, as between the Security Trustee and the Chargor, the power of sale shall be exercisable only upon the occurrence of an Event of

Default and for so long as it is continuing (unless there has been a request from the Chargor to the Lender for the appointment of a Receiver, in which case it shall be exercisable at any time following the making of such request).

9. ENFORCEMENT OF SECURITY

- 9.1 At any time whilst an Event of Default is continuing, the Security Trustee may without further notice:
- 9.1.1 appoint one or more than one Receiver in respect of the Secured Assets or any of them and if more than one Receiver is appointed the Receiver may act jointly and severally or individually; or
 - 9.1.2 take possession of the Secured Assets; or
 - 9.1.3 in its absolute discretion enforce all or any part of the security created by this Deed in such other lawful manner as it thinks fit.
- 9.2 The Security Trustee may remove the Receiver and appoint another Receiver and the Security Trustee may also appoint an alternative or additional Receiver.
- 9.3 The Receiver will, so far as the law permits, be the agent of the Chargor and the Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Security Trustee will not be responsible for any misconduct, negligence or default of the Receiver.
- 9.4 The powers of the Receiver will continue in full force and effect following the liquidation of the Chargor.
- 9.5 The remuneration of the Receiver may be fixed by the Security Trustee but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Obligations.
- 9.6 The Receiver will have the power on behalf and at the cost of the Chargor:
- 9.6.1 to do or omit to do anything which he considers appropriate in relation to the Secured Assets; and
 - 9.6.2 to exercise all or any of the powers conferred on the Receiver or the Security Trustee under this Deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision).
- 9.7 Without prejudice to the general powers set out in Clause 9.6 a Receiver will also have the powers and discretions set out in Schedule 3 (*Receiver's specific powers*).
- 9.8 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any security affecting the Secured Assets which ranks in priority to the security created by this Deed and the holder of such prior security takes any steps to enforce such security, the Security Trustee or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such security.
- 9.9 The Security Trustee may, at any time after this Deed has become enforceable pursuant to Clause 8 (*Enforceability*), exercise, to the fullest extent permitted by law, all or any of the powers authorities and discretions conferred on a Receiver by this Deed, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed.
- 9.10 The Security Trustee may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this Deed.

10. APPLICATION OF PROCEEDS

10.1 Recoveries by Receiver

The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in or towards discharging or satisfying, in the following order of priority:

- 10.1.1 the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
- 10.1.2 any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all, taxes, and outgoings whatever affecting the Secured Assets, and the interest on all principal sums, having priority to the Secured Obligations;
- 10.1.3 the Secured Obligations, in accordance with the provisions of the Credit Agreement and otherwise in such order as the Security Trustee may determine; and
- 10.1.4 the claims of those persons entitled to any surplus.

10.2 Right of appropriation

The Security Trustee is entitled to appropriate money and/or assets to Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Chargor.

10.3 Suspense Account

The Security Trustee may place (for such time as it thinks prudent) any money received by it pursuant to this Deed to the credit of a suspense account (without liability to account for interest thereon) for so long and in such manner as the Security Trustee may from time to time determine without having any obligation to apply that money or any part of it in or towards discharge of the Secured Obligations.

11. PROTECTION OF THIRD PARTIES

11.1 No duty to enquire

A buyer or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which such Enforcement Party has exercised or purported to exercise has arisen or become exercisable and may assume that such Enforcement Party is acting in accordance with this Deed.

11.2 Receipt conclusive

Receipt by of the Security Trustee or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Secured Assets and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Security Trustee or any Receiver.

12. PROTECTION OF SECURITY TRUSTEE

12.1 Security Trustee's receipts

The Security Trustee's obligation to account (whether to the Chargor, or to any other person) shall be limited to the Security Trustee's own actual receipts which the Security Trustee must distribute or pay to the person entitled (or who the Security Trustee, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed.

12.2 Exclusion of liability

- 12.2.1 No Enforcement Party will be liable to the Chargor for any expense, loss liability or damage incurred by the Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.
- 12.2.2 The Chargor may not take any proceedings against any officer, employee or agent of the Security Trustee in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed.
- 12.2.3 Any officer, employee or agent of the Security Trustee may rely on this Clause 12.2 under the Third Parties Act.
- 12.2.4 The Security Trustee may not take any proceedings against any officer, employee or agent of the Chargor in respect of any claim it might have against the Chargor or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed.
- 12.2.5 Any officer, employee or agent of the Chargor may rely on this Clause 12 under the Third Parties Act.

12.3 Effect of possession

Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Secured Assets except to the extent caused by its own gross negligence or wilful misconduct.

12.4 Chargor's indemnity

The Chargor agrees with the Security Trustee to indemnify the Security Trustee and any Receiver or Delegate on demand against any costs, loss or liability incurred by it resulting directly from a breach by it of its obligations under this Deed.

13. POWER OF ATTORNEY**13.1 Grant of power**

The Chargor irrevocably and by way of security appoints the Security Trustee and each Receiver and any person nominated in accordance with this Deed for the purpose by the Security Trustee or the Receiver (in writing, under hand, signed by an officer of the Security Trustee or by the Receiver) to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13.2.

13.2 Extent of power

The power of attorney granted in Clause 13.1 allows the Security Trustee, the Receiver or such nominee, in the name of the Chargor and on its behalf, as its act and deed to:

- 13.2.1 perfect the security given by the Chargor under this Deed; and
- 13.2.2 execute, seal and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor has agreed to execute or do under this Deed or which the Security Trustee, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers authorities or discretions of the Security Trustee or the Receiver under, or otherwise for the purposes of, this Deed.

13.3 **Ratification**

The Chargor covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this Clause 13.

14. **APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS**

14.1 **Application of statutory covenants**

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind the Chargor only if, in any case, the relevant covenant imposes upon the Chargor a burden, liability or obligation that would not otherwise arise under this Deed.

14.2 **Conditions applicable to power of sale etc.**

14.2.1 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of Clause 8 (*Enforceability*)), the conditions set out in that section as to when such powers arise do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed; and

14.2.2 the Security Trustee and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.

14.3 **Extension of powers of sale, etc.**

14.3.1 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Security Trustee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed.

14.3.2 The Security Trustee and any Receiver shall also have and enjoy all the other powers, privileges, rights and protections conferred by the LPA and the Insolvency Act on mortgagees, receivers or administrative receivers (each as amended and extended by this Deed and whether or not a receiver or administrative receiver has been appointed) but so that if there is any ambiguity or conflict between the powers contained in such statutes and those contained in this Deed, those contained in this Deed shall prevail.

14.4 **Consolidation of mortgages**

The restriction on the consolidation of mortgages in Section 93 of the LPA does not apply to this Deed nor to any security given to the Security Trustee pursuant to this Deed.

14.5 **LPA provisions relating to appointment of Receiver**

Section 109(1) of the LPA shall not apply to this Deed.

14.6 **Application of proceeds**

Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Security Trustee nor to a Receiver appointed under this Deed.

15. **OTHER MISCELLANEOUS PROVISIONS**

15.1 **Powers, rights and remedies cumulative**

The powers, rights and remedies provided in this Deed are in addition to (and not instead of), powers, rights and remedies under law.

15.2 Exercise of powers, rights and remedies

If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

15.3 Discretion

15.3.1 The Security Trustee may decide:

15.3.1.1 whether and, if so, when, how and to what extent (i) to exercise its rights under this Deed and (ii) to exercise any other right it might have in respect of the Chargor (or otherwise); and

15.3.1.2 when and how to apply any payments and distributions received for its own account under this Deed

and the Chargor has no right to control or restrict the Security Trustee's exercise of this discretion.

15.3.2 No provision of this Deed will interfere with the Security Trustee's right to arrange its affairs as it decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.

15.4 Set-off and combination of accounts

15.4.1 No right of set-off or counterclaim may be exercised by the Chargor in respect of any payment due to the Security Trustee under this Deed.

15.4.2 The Security Trustee may at any time after this Deed has become enforceable and without notice to the Chargor:

15.4.2.1 combine or consolidate all or any of the Chargor's then existing accounts with, and liabilities to, the Security Trustee;

15.4.2.2 set off or transfer any sums standing to the credit of any one or more of such accounts; and/or

15.4.2.3 set-off any other obligation owed by the Security Trustee to the Chargor (whether or not matured at such time)

in or towards satisfaction of any of the Secured Obligations. The Security Trustee is to notify the Chargor in writing that such a transfer has been made.

15.4.3 If any amount is in a different currency from the amount against which it is to be set off, the Security Trustee may convert either amount (or both) at any reasonable time and at any reasonable rate.

15.5 Power to establish new account

If the Security Trustee receives notice of a subsequent mortgage or charge relating to the Secured Assets, it will be entitled to close any account and to open a new account in respect of the closed account. If the Security Trustee does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.

15.6 No assignment by Chargor

The Chargor must not assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Security Trustee.

15.7 Transfer by Security Trustee

- 15.7.1 Save as otherwise provided in the Credit Agreement, the Security Trustee may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.
- 15.7.2 Subject to any confidentiality obligations in respect of the Chargor pursuant to the Credit Agreement, the Security Trustee may disclose any information about the Chargor, the Secured Assets and/or this Deed to any person to whom it proposes to assign or novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests.
- 15.7.3 Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been a Party.

15.8 Avoidance of settlements and other matters

- 15.8.1 Any payment made by the Chargor, or settlement or discharge between the Chargor and the Security Trustee, is conditional upon no security or payment to the Security Trustee by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Security Trustee's other rights under this Deed) the Security Trustee shall be entitled to recover from the Chargor the value which the Security Trustee has placed upon such security or the amount of any such payment as if such payment, settlement or discharge had not occurred.
- 15.8.2 If the Security Trustee, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 15.8.1, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.

15.9 Chargor's obligations

The obligations of the Chargor under Clause 2.1 (*Covenant*) are unconditional and will not be affected by the occurrence or existence at any time of any of the following events or circumstances:

- 15.9.1 the Security Trustee's granting any waiver or consent to any person in connection with, or allowing time for payment in respect of, the Secured Obligations or any of them or taking (or omitting to take) any other step in relation to the Borrower or the Secured Obligations;
- 15.9.2 the making, amendment or termination of any agreement or arrangement relating to any of the Secured Obligations;
- 15.9.3 the insolvency of any person, the appointment of a receiver or an administrator in respect of it or its property, its winding-up or dissolution or the taking of any step in connection with any composition, voluntary arrangement, discharge, settlement, reorganisation, restructuring or similar process in relation to its assets, liabilities or business;
- 15.9.4 the Borrower (or any other person) granting any security or other rights to the Security Trustee (or any other person) whether under this Deed or otherwise;
- 15.9.5 any amendment of the terms on which any security or other rights are granted, any step being taken in connection with any security or other rights (to enforce

them, to release them or to do anything else) or any omission to take any step in connection with any security or other rights which could or should have been taken, whether under this Deed or otherwise;

- 15.9.6 any release of any person liable in respect of any of the Secured Obligations, whether as surety or on any other basis, or any other step being taken (or not being taken) in relation to any such person (except to the extent that the Chargor itself is expressly released from its obligations under this Deed or otherwise at any time);
- 15.9.7 any lack of capacity, power or authority on the part of any person;
- 15.9.8 any person's change of name;
- 15.9.9 any change in the constitution, membership, ownership, legal form or status of any person;
- 15.9.10 any unenforceability, or invalidity of any obligation of any person; or
- 15.9.11 anything else which, although it could affect the liability of a surety, would not affect the liability of a principal debtor.

15.10 **Time Deposits**

Without prejudice to the provisions of Clause 15.4 (*Set-off and combination of accounts*), if during the Security Period a time deposit matures on any account which the Chargor holds with the Security Trustee and an Event of Default has arisen which is continuing but no amount of Secured Obligations has fallen due and payable such time deposit shall be renewed for such further maturity as the Security Trustee may in its absolute discretion determine.

15.11 **Release of security**

On the Discharge Date (but subject to Clause 15.8 (*Avoidance of settlements and other matters*)) the Security Trustee shall at the request and cost of the Chargor execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the security constituted hereby or pursuant hereto.

16. **GOVERNING LAW**

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

17. **THIS DEED**

17.1 **Consideration**

The Chargor has entered into this Deed in consideration of the Lender agreeing to provide (or to continue to provide) finance facilities to the Borrower on the terms agreed between them.

17.2 **Execution of this Deed - counterparts**

If the Parties execute this Deed in separate counterparts, this Deed will take effect as if they had all executed a single copy.

17.3 **Execution of this Deed - formalities**

This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

17.4 Partial invalidity

17.4.1 If, at any time, any provision of this Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

17.4.2 If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part).

17.5 Conflict

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

17.6 Other security

This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Security Trustee may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.

17.7 Ownership of this Deed

This Deed and every counterpart is the property of the Security Trustee.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Charged Contract

Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract
Framework Services Agreement	On or around the date of this Deed 5 February 2021	(1) CD AREVON UK LIMITED (2) CLEAN ENERGY AND INFRASTRUCTURE 6 UK HOLDINGS LIMITED

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SCHEDULE 2

Form of notice to Contract Parties

To: [name and address of Contract Party]

Dated: [date]

Dear Sirs,

[here identify relevant Charged Contract] (the "**Contract**") made between (1) [Chargor] (the "**Chargor**") and (2) [here insert name of counterparty]

We [Chargor] hereby notify you that by a deed dated [date] (the "**Deed**") made by the Chargor in favour of [Security Trustee] (the "**Security Trustee**") the Chargor has assigned and charged to the Security Trustee as first priority assignee and chargee all of the Chargor's rights, title and interest in the Contract and in the proceeds of the Contract from time to time in whatever form they may be including, without limitation, all monies receivable by the Chargor under, or otherwise arising out of, or evidenced by, the Contract as security for certain obligations now or hereafter owed by the Chargor to the Security Trustee.

We further notify and irrevocably and unconditionally instruct and authorise you that:

1. you may continue to deal with the Chargor in relation to the Contract until you receive written notice to the contrary from the Security Trustee. Thereafter the Chargor will cease to have any right to deal with you in relation to the Contract and therefore from that time you should deal only with the Security Trustee;
2. you are authorised to disclose information in relation to the Contract to the Security Trustee on request without any enquiry by you as to the justification for such disclosure or reference to or further authority from the Chargor;
3. following receipt of written notice from the Security Trustee, you must pay or release all monies to which the Chargor is entitled under the Contract direct to the Security Trustee (and not to the Chargor) unless the Security Trustee otherwise agrees in writing;
4. the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:

- A. you have not received notice that the Chargor has assigned its rights under the Contract to a third party or created any other interest (whether by way or security or otherwise) in the Contract in favour of a third party; and
- B. you agree to the terms set out in this notice and to act in accordance with its provisions.

The provisions 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
[Chargor]

To: [name and address of Security Trustee]

Copy to:[name and addresses of Chargor]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in paragraphs A and B above.

Signed:.....

for and on behalf of [name of Contract Party]

Dated: [date]

SCHEDULE 3

Receiver's specific powers

The Receiver will have full power and authority:

1. Possession

- 1.1 to enter upon, take possession of the Secured Assets;
- 1.2 to collect and get in all rents, fees, charges or other income of the Secured Assets;

2. Sale and Disposal

without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this Deed;

3. Borrowing

for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any losses or expenses which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Lender or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this security or not;

4. Employment etc.

to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment;

5. Legal Actions and Compromises

- 5.1 in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the business of the Chargor or the Secured Assets as in any case he shall think fit;
- 5.2 to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Secured Assets;

6. Receipts

to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets;

7. Contracts

to enter into, vary, cancel or waive any of the provisions of any contracts relating to the Secured Assets which he shall in any case think expedient in the interests of the Chargor or the Security Trustee;

8. Supplies

to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;

9. Insurances and Bonds

to insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver shall think fit, and obtain bonds and give indemnities and security to any bondsmen;

10. Form Company

10.1 to promote or establish any company or to acquire shares in any company (whether as a subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this Deed;

10.2 to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of his powers;

10.3 to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;

11. Transaction

to carry into effect and complete any transaction;

12. Redeem Security

to redeem any prior security (or procure the transfer of such security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

13. General

either in the name of the Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets.

EXECUTION

THE CHARGOR

Executed as a deed by
CLEAN ENERGY AND INFRASTRUCTURE 6 UK
HOLDINGS LIMITED
acting by one director
in the presence of:

)
)
)
)
Signature of director

Witness Signature:

[Redacted]

Communications to be delivered to:

Witness Name: Eric Usher

Address: Ground Floor, Ibis House, Ibis Court,
Centre Park, Warrington, WA1 1RL

Witness Address:

[Redacted]

Email: paul.hughes@averonenergy.com /
helen.down@averonenergy.com
Attention: The Directors

THE SECURITY TRUSTEE

Executed as a deed by
as attorney for **SANTANDER UK PLC,**

)
)
)
)

in the presence of:

Signature of attorney

Witness Signature:

Communications to be delivered to:

Witness Name:

Address: 298 Deansgate, Manchester, M3
4HH

Witness Address:

Fax number: +44 (0)161 953 3517
Attention: Corporate Administration Manager