



Registration of a Charge

Company Name: **ENERGIA CUSTOMER SOLUTIONS NI LIMITED**

Company Number: **NI035800**



Received for filing in Electronic Format on the: **17/05/2022**

XB470NLD

Details of Charge

Date of creation: **12/05/2022**

Charge code: **NI03 5800 0009**

Persons entitled: **THE BANK OF NEW YORK MELLON, LONDON BRANCH**

Brief description:

Contains fixed charge(s).

Contains floating 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: **A&L GOODBODY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI35800

Charge code: NI03 5800 0009

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 12th May 2022 and created by ENERGIA CUSTOMER SOLUTIONS NI LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2022 .

Given at Companies House, Belfast on 18th May 2022

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**

Dated 12 May 2022

ENERGIA CUSTOMER SOLUTIONS NI LIMITED
(the Company)

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(the Security Agent)

SUPPLEMENTAL DEBENTURE
(Fixed and Floating Charge)

**THIS SUPPLEMENTAL DEBENTURE IS ENTERED INTO WITH
THE BENEFIT OF AND SUBJECT TO THE TERMS OF
THE INTERCREDITOR AGREEMENT
(AS DEFINED HEREIN)**

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LAND REGISTRY

Folio(s):

County:

Registered Owner:

THIS SUPPLEMENTAL DEBENTURE is dated 12 May 2022 and made between

- (1) **ENERGIA CUSTOMER SOLUTIONS NI LIMITED** (formerly known as **VIRIDIAN ENERGY SUPPLY LIMITED**), a company incorporated in Northern Ireland having its registered office at Greenwood House, 64 Newforge Lane, Belfast BT9 5NF (company number NI035800) (the **Company**); and
- (2) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, as trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (as defined below) (the **Security Agent** which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

RECITALS

- A. The RCF Agreement has been amended pursuant to the terms of the ARA (each as defined below).
- B. It is a condition subsequent of the ARA that the Company enters into this Supplemental Debenture.
- C. This Supplemental Debenture is supplemental to the Existing Debenture (as defined below).
- D. The Company is indebted or may hereafter become indebted to the Secured Parties either in respect of borrowings or as guarantor of the borrowings of other Debtors (as defined in the Intercreditor Agreement) or otherwise.
- E. The board of directors of the Company is satisfied that the Company is entering into this Supplemental Debenture for the purposes of its business and that its doing so benefits the Company.
- F. The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties on the terms of and subject to the conditions of the Intercreditor Agreement.

IT IS AGREED BY THIS SUPPLEMENTAL DEBENTURE as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the context requires otherwise, words and expressions defined or construed in the Intercreditor Agreement which are not defined or construed in this Supplemental Debenture shall bear the same meanings when used in this Supplemental Debenture and the following words and expressions have the following meanings:

1881 Act means the Conveyancing and Law of Property Act, 1881;

1911 Act means Conveyancing Act, 1911;

Acceleration Event has the meaning given to the term Secured Debt Acceleration Event in the Intercreditor Agreement;

Account means each account maintained by the Company with the Security Agent or any other person

and any substitute, replacement or reinstatement of any such account whether by current account or deposit account including but not limited to any substitute, replacement or reinstatement of any such account denominated in Sterling;

Acts means the 1881 Act and the 1911 Act;

ARA means the amendment and restatement agreement dated 15 March 2022 and made between (i) Energia Group Limited (as Parent), (ii) the Original Lenders (as defined therein), (iii) Bank of China (Europe) S.A. Dublin Branch (as New Revolving Facility Lender), (iv) Deutsche Bank AG, London Branch (as Agent) and (v) the Security Agent in respect of the amendment and restatement of the RCF Agreement;

Assigned Account means each Account listed in Part 1 of the First Schedule hereto and any other Account designated in writing as an Assigned Account by the Security Agent and the Company;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for the conduct of their normal business in Belfast;

Charged Property means the Specifically Charged Property and the Other Assets;

Charged Shares means the securities specified in Part 4 of the First Schedule;

Collateral means all the assets and undertaking of the Company which from time to time are the subject of the Security and the trusts created thereby;

Contracts means all contracts, agreements and licences to which the Company is party or has the benefit of including without limitation those specified in Part 7 of the First Schedule to this Supplemental Debenture and all the right, title and interest of the Company, present and future, in the said contracts, agreements and licences;

Criminal Damage Claim means a claim made by or on behalf of the Company under the Criminal Damage Order in relation to damage caused to the Specifically Charged Property located in Northern Ireland after the date hereof;

Criminal Damage Order means the Criminal Damage (Compensation) (Northern Ireland) Order 1977 (or any statutory successor scheme for the compensation of criminal damage to property for the time being in force);

Dispute means any suit, action, proceedings and/or any dispute or difference which may arise out of or in connection with or which may relate in any way to this Supplemental Debenture (including but not limited to any suit, action, proceedings, dispute or difference relating to the formation, interpretation or performance of the Supplemental Debenture or any dispute or difference which may arise out of or in connection with or which may relate in any way to any non-contractual obligations of any nature (including those to which Regulation (EC) No. 864/2007 applies) between the parties or any of them and Disputes shall be construed accordingly;

Environmental Laws means all laws and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in Northern Ireland or elsewhere and whether or not having the force of law) concerning the protection of the environment (or human health), including but not limited to, the conservation of natural resources, the control of noise, the safety of the workplace, the undertaking of any manufacturing or process, the use of packaging, the labelling or advertisement of any goods in relation to the effect on the environment of their production or use, the production, storage, transportation, treatment, recycling or disposal of any waste or Hazardous Substance, the preparation of audits or assessments in relation to any such matters, or the liability of any person whether civil or criminal for any harm to human health, damage to or pollution of the environment or the rectification of it;

Environmental Licence means any permit, licence, authorisation, consent or other approval required by any Environmental Law;

Excluded Assets means:

- (i) all shares and other interests (if any) in the Project Finance Subsidiaries and/or in any

Unrestricted Subsidiary held by the Company from time to time and all dividends or other distributions, interest and other moneys paid or payable in connection therewith and all interests in and all rights, monies or property accruing or offered at any time to or in respect of all or any of such shares and/or interests (whether by way of redemption, bonus, preference, option, substitution, conversion, exchange or otherwise) and the benefit of intercompany loans to such Project Finance Subsidiaries and/or in any Unrestricted Subsidiary;

- (ii) the Energy and Renewable Benefits Direct Agreement relating to Crighshane Wind Farm, County Tyrone, Northern Ireland between Crighshane Energy Limited, Norddeutsche Landesbank Girozentrale London Branch and the Company dated 2 November 2010 and the Energy and Renewable Benefits Direct Agreement relating to Church Hill Wind Farm, County Tyrone, Northern Ireland between Church Hill Energy Limited, Norddeutsche Landesbank Girozentrale London Branch and the Company dated 2 November 2010;
- (iii) any bank account of the Company charged pursuant to the Irish law charge on account entered into between the Company, Energia Group NI Holdings Limited and The Bank of New York Mellon, London Branch dated 25 September 2017; and
- (iv) the assets charged or to be charged pursuant to the Company's obligations in respect of participation in the Single Electricity Market, including the assets charged or to be charged under:
 - a. the first fixed charges created on 17 January 2017 by the Company in favour of EirGrid plc and SONI Limited in respect of the collateral reserve accounts under the Single Electricity Market; and
 - b. any other charge created pursuant to the Trading and Settlement Code or the ISEM Capacity Market Code;

Existing Debenture means the debenture dated 25 September 2017 granted by the Company in favour of the Security Agent;

Hazardous Substance means all poisonous, noxious, hazardous, infectious, radioactive or polluting substances whether natural or artificial and whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any substance which may either alone or in combination be harmful to man, to the life or health of any living organism, to property or deleterious to the environment;

Insurances means all contracts and policies of insurance and re-insurance of any kind taken out or, as the context requires, to be taken out and maintained by or on behalf of the Company or in which the Company has an interest including without limitation the policies of insurance specified in Part 2 of the First Schedule;

Insurance Proceeds means all proceeds of insurance payable to or received by the Company (whether by way of claims, return premiums, ex gratia payments or otherwise) but excluding for the avoidance of doubt, liability of the Company for third party claims to the extent that those proceeds are applied directly to discharge a liability of the Company to a third party;

Intellectual Property Rights means all present and future know-how, patents (including renewals, extensions, derivatives and modifications), trade marks, service marks, designs, inventions, business names, topographical or similar rights, trade names, trade secrets, copyrights and other intellectual property rights and confidential information and any interests (including by way of licence) in any of the above (in each case whether registered in the United Kingdom or elsewhere) or unregistered and including all applications of any such registration) including without limitation the intellectual property listed in Part 3 of the First Schedule hereto, but shall exclude any of the foregoing which cannot be secured under the terms of the relevant licensing agreement;

Intercreditor Agreement means the intercreditor agreement dated 13 September 2017 and made between, amongst others the Parent, Viridian Group FinanceCo PLC (as UK Senior Secured Notes Issuer), Energia Group ROI Holdings DAC (formerly Viridian Power and Energy Holdings DAC) (as ROI Senior Secured Notes Issuer), the Original Debtors, the Security Agent, the RCF Agent, the RCF Finance Parties, the Hedge Counterparties, the Intra-Group Lenders and the Shareholder Creditors (each as defined therein);

Investments means all present and future stocks, shares, debentures, bonds, warrants, coupons and other securities and investments owned by the Company including, without limitation, the Charged Shares and other shares or securities issued by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of the Charged Shares, and all Related Rights excluding all of the shares in the share capitals of any Project Finance Subsidiary and/or any Unrestricted Subsidiary which is owned by the Company from time to time;

I-SEM Capacity Market Code means the code entitled I-SEM Capacity Market Code designated by the Commission for Energy Regulation and the Northern Ireland Authority for Utility Regulation as the capacity market code for the purposes of the capacity market condition of the respective transmission system operator licences of EirGrid plc and SONI Limited, as amended, substituted or replaced from time to time;

Leases means the leases, details of which are set out in Part 5 of the First Schedule hereto and any other lease, licence or contract or agreement to lease, licence or let or any contract of occupation entered into in respect of any real property mortgaged and or charged by this Supplemental Debenture;

Licences means each and every licence permit or authority as renewed, amended, varied, extended or supplemented from time to time now or hereafter held and/or required in relation to any real property mortgaged or charged by this Supplemental Debenture or any part thereof;

Material Real Estate means any freehold, leasehold, fee farm grant or immovable property, present and future, of the Company whose value is equal to or greater than €2,500,000 (or its equivalent in any other currency or currencies) as evidenced by the financial statements of the Company;

Mortgaged Property means the Material Real Estate (registered and unregistered) specified in Part 6 of the First Schedule together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

Other Assets means the property and assets referred to in clause 6.15;

Planning Acts means the Planning (Northern Ireland) Orders 1972 to 2003, the Planning and Compensation Act (Northern Ireland) 2001, the Planning Act (Northern Ireland) 2011 and the Planning (Hazardous Substances) (No.2) Regulations (Northern Ireland) 2015 and any regulations made thereunder as applicable and all other acts and orders re-enacting or amending the same and all subordinate legislation thereunder;

Proceedings has the meaning ascribed to it in clause 26.11.2;

Project Finance Subsidiary has the meaning ascribed to it in the RCF Agreement;

PSC Register means the "PSC register" within the meaning of section 790C(10) of the Companies Act 2006;

RCF Agreement means the senior revolving facility agreement originally dated 13 September 2017 between, inter alios, the Parent, the Original Lenders, the Original Borrowers, the Agent, the Security Agent, the Original Guarantors and the Arrangers (each as defined therein) as amended by an amendment letter dated 26 February 2019, as amended and restated by an amendment and restatement agreement dated 16 December 2021, as further amended and restated by the ARA, and as may be further amended and/or restated from time to time;

Receivables means all monies payable to the Company in connection with the lands charged pursuant to clause 6 whether pursuant to a Lease or otherwise;

Receiver has the meaning ascribed to it in clause 19.1;

Related Rights means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and

(d) any monies, dividends, distributions, interest and other proceeds paid or payable in respect of that asset;

Secured Accounts means the Accounts, the Assigned Accounts and any other Account that is or becomes subject to the security created by this Supplemental Debenture;

Secured Obligations means the Secured Liabilities and all other present and future monies, debts, liabilities and obligations at any time due, owing or incurred by any member of the Group to any Secured Party (both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity and as principal or surety), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under:

- (a) the RCF Finance Documents;
- (b) the Hedging Agreements;
- (c) the Senior Secured Notes Documents;
- (d) the Pari Passu Debt Documents;
- (e) the Second Lien Debt Documents;
- (f) the Credit Facility Documents other than the RCF Finance Documents; and
- (g) any Additional Liabilities in respect of any Secured Debt Documents,

provided that sub-paragraphs (d), (e), (f) and (g) above shall only constitute "Secured Obligations" to the extent that the Security Agent has agreed in writing with the Parent to act as security trustee in respect of them and further provided that the Security constituted by this Supplemental Debenture shall not extend to or include any liability or sum which would, but for this proviso, cause such Security to be unlawful or prohibited by any applicable law, including, without limitation chapter 2 of part 18 of the Companies Act 2006;

Security Interest means (a) mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement or other encumbrance securing any obligation of any person, (b) any arrangement under which monies or claims to or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer or retention arrangement) having a similar effect;

Single Electricity Market has the meaning given to that term in the Trading and Settlement Code and shall include any replacement or substitute electricity market or amendment to the SEM introduced from time to time (including the introduction of I-SEM and any replacement capacity remuneration mechanism);

Specific Contracts means the Hedging Agreement and any other contract or agreement identified in writing as a Specific Contract by the Security Agent and the Company from time to time which has been entered into between the Company and any third parties and which is material to the conduct of the business of the Company;

Specifically Charged Property means the property and assets referred to in clauses 6.1 to 6.14 inclusive;

Tangible Moveable Property means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights;

Trading and Settlement Code means the SEM Trading and Settlement Code published by the Commission for Energy Regulation and the Northern Ireland Authority for Utility Regulation, as amended, substituted or replaced from time to time; and

Unrestricted Subsidiary has the meaning ascribed to it in the RCF Agreement.

- 1.2. In this Supplemental Debenture (except where the context otherwise requires):
 - 1.2.1. a word or phrase the definition of which is contained in or referred to in the Companies Act 2006 has the meaning thereby attributed to it;
 - 1.2.2. words importing the singular include the plural and vice versa;
 - 1.2.3. words importing persons include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having a separate legal personality);
 - 1.2.4. use of any gender includes the other genders;
 - 1.2.5. any reference to a statute, statutory provision or subordinate legislation (**legislation**) is (unless the contrary is clearly stated) to be construed as a reference to legislation operative in Northern Ireland and is (except where the context otherwise requires) to be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
 - 1.2.6. save as otherwise provided in this Supplemental Debenture, any reference to a section, clause, paragraph, sub-clause, sub-paragraph or schedule is a reference to a section, clause, paragraph, sub-clause, sub-paragraph or schedule (as the case may be) of this Supplemental Debenture;
 - 1.2.7. the index and headings are inserted for convenience only and are not to affect the construction of this Supplemental Debenture;
 - 1.2.8. reference to any document (including any Debt Document), agreement or instrument includes that document, agreement or instrument as it has or may be amended, varied, assigned, novated, restated, supplemented or replaced from time to time, including, without limitation, by way of increase of the facilities or other obligations or introduction of new facilities or other obligations, increase in margin, extension of the term of any facilities or drawings or any other change having a material economic effect on the indebtedness or obligations of a Debtor (as defined in the Intercreditor Agreement), however fundamental, under any such document, agreement or instrument;
 - 1.2.9. any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing is, in respect of any jurisdiction other than Northern Ireland, to be deemed to include a reference to what most nearly approximates in that jurisdiction to the Northern Irish legal term; and
 - 1.2.10. any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression is to be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3. The Schedules form part of this Supplemental Debenture and are to have effect as if set out in full in the body of this Supplemental Debenture and any reference to this Supplemental Debenture includes the Schedules.
- 1.4. This Supplemental Debenture is subject to the Intercreditor Agreement and the provisions of the Intercreditor Agreement (including by way of reference to terms defined in or whose interpretation or construction is provided for in any other Secured Debt Documents) shall govern the rights, duties and obligations of the Security Agent under this Supplemental Debenture and the Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance therewith. In the case of any conflict of the terms of this Supplemental Debenture with the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

- 1.5. This Supplemental Debenture is a Transaction Security Document.

2. SECURITY CONFIRMATION

The Company confirms for the benefit of the Secured Parties that with effect from the date of this Supplemental Debenture, the Security created or purported to be created by the Existing Debenture shall remain in full force and effect and continue to secure the Secured Obligations.

3. NO MERGER

Any mortgage, charge or assignment (whether at law or in equity) created by the Existing Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any Security constituted by this Supplemental Debenture or be released, extinguished or effected in any way by the Security constituted by this Supplemental Debenture.

4. EXISTING DEBENTURE

- 4.1. It is agreed and acknowledged that the Security created or purported to be created pursuant to this Supplemental Debenture shall be in addition to and without prejudice to the confirmations in Clause 2 (*Security Confirmation*) and without prejudice but subject only to the Security created or purported to be created pursuant to the Existing Debenture.

4.2. Notwithstanding any other provision of this Supplemental Debenture:

- 4.2.1. the Company shall not be in breach of its obligations under this Supplemental Debenture if that breach results directly from (i) an asset which is secured, or purported to be secured, by way of an assignment by the Company under this Supplemental Debenture also being subject to security by way of an assignment by the Company under the Existing Debenture or (ii) an asset which is secured, or purported to be secured, by the Company under this Supplemental Debenture on a first ranking basis also being secured under the Existing Debenture on a first ranking basis; **provided that**, and only for so long as, (in the case of point (i) above) the Security by way of assignment over that asset under the Existing Debenture remains in full force and effect and (in the case of point (ii) above) that asset remains secured under the Existing Debenture on a first ranking basis;
- 4.2.2. if, and only for so long as, the Security constituted by the Existing Debenture remains in full force and effect, that Company shall not be in breach of any representation or undertaking herein if such representation is untrue or such undertaking would otherwise be breached as a result of the Security constituted by the Existing Debenture remaining in force and effect; and
- 4.2.3. if the Company is in compliance, or has complied, with the terms of the Existing Debenture (including without limitation any obligation to deliver or deposit any deeds, documents of title, certificates, notices, evidence of ownership or related documentation or to use reasonable endeavours to obtain consent to charging an asset or undertaking) then to the extent that the terms of this Supplemental Debenture are the same and apply in respect of the same assets, then the Company will be deemed to have complied with the respective terms of this Supplemental Debenture.

5. OBLIGATION TO PAY AND DISCHARGE

5.1. Covenant to Pay

The Company as primary obligor covenants with and undertakes to the Security Agent (for the benefit of itself and the Secured Parties) that it will on demand of the Security Agent pay and discharge the Secured Obligations as and when they become due in accordance with the relevant Secured Debt Documents.

5.2. Interest on Demands

If the Company fails to pay any sum on the due date for payment of that sum the Company shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on

a daily basis at the rate determined in accordance with the provisions of clause 14.3 (*Default Interest*) of the RCF Agreement, or, after the RCF Discharge Date, any equivalent provision under any Credit Facility.

6. CHARGING PROVISIONS

The Company as beneficial owner to the intent that the mortgages and charges contained in this Supplemental Debenture will be a continuing security for the payment and discharge of the Secured Obligations:

- 6.1. **HEREBY GRANTS, AND CONVEYS** unto the Security Agent **ALL THAT AND THOSE** whatever estate, interest, right or title which the Company may have in such part of the Mortgaged Property as comprises freehold land and premises the ownership of which is not registered in the Land Registry of Northern Ireland pursuant to Land Registration (Northern Ireland) Act 1970, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon **TO HOLD** the same unto the Security Agent in fee simple subject to the proviso for redemption contained in this Supplemental Debenture;
- 6.2. **HEREBY DEMISES** unto the Security Agent **ALL THAT AND THOSE** whatever estate, interest, right or title which the Company may have in such part of the Mortgaged Property as comprises leasehold land and premises the ownership of which is not registered in the Land Registry of Northern Ireland pursuant to Land Registration (Northern Ireland) Act 1970, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery of the Company from time to time thereon **TO HOLD** the same unto the Security Agent for the residues of the respective terms of years for which the Company now holds the same less the last three days thereof of each such term subject to the proviso for redemption contained in this Supplemental Debenture;
- 6.3. As registered owner or as the person entitled to be registered as owner **HEREBY CHARGES** whatever estate, interest, right or title which the Company may have in such part of the Mortgaged Property the ownership of which is registered in the Land Registry of Northern Ireland or is required to be so registered pursuant to Land Registration (Northern Ireland) Act 1970 together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon with the payment and discharge to the Security Agent of all monies and liabilities hereby agreed to be paid or discharged and **HEREBY ASSENTS** to the registration of the charge as a burden on the said property;
- 6.4. **HEREBY CHARGES** as a first fixed charge unto the Security Agent all other Material Real Estate (if any) of the Company , together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- 6.5. **HEREBY CHARGES** as a first fixed charge unto the Security Agent all future Material Real Estate of the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon, other than leasehold Material Real Estate in respect of which the consent of the lessor is required for such charge;
- 6.6. **HEREBY CHARGES** by way of first fixed charge unto the Security Agent the Investments and any rights attaching and any dividend or interest paid or payable in relation to them and any rights, monies or property accruing or offered at any time in relation to them by way of redemption, substitution, exchange or bonus under option rights or otherwise;
- 6.7. **HEREBY CHARGES AND ASSIGNS** to the Security Agent by way of first fixed charge and security assignment the Contracts;
- 6.8. **HEREBY CHARGES AND ASSIGNS** to the Security Agent by way of first fixed charge and security assignment all its present and future benefits, rights, title and interest in the Specific Contracts;
- 6.9. **HEREBY CHARGES** as a first fixed charge unto the Security Agent all of the Company's Tangible Moveable Property and all Related Rights;
- 6.10. **HEREBY CHARGES** as a first fixed charge unto the Security Agent all the Company's uncalled capital for the time being and the Company's present and future goodwill;
- 6.11. **HEREBY CHARGES** as a first fixed charge unto the Security Agent all of the Company's rights, title,

interest and benefit in all Intellectual Property Rights and all computer software and licences and ancillary and connected rights relating to the intangible property both present and future of the Company;

- 6.12. **HEREBY CHARGES AND ASSIGNS** to the Security Agent by way of first fixed charge and security assignment all its present and future benefits, rights, title and interest in any Assigned Account;
- 6.13. **HEREBY CHARGES AND ASSIGNS** to the Security Agent by way of first fixed charge and security assignment all its present and future benefits, rights, title and interest in the Insurances and any Insurance Proceeds;
- 6.14. **HEREBY CHARGES** by way of first fixed charge unto the Security Agent:
 - 6.14.1. all present and future book debts, revenues and monetary claims now or at any time in the future due, owing or incurred to the Company together with the benefit of all rights, securities, remedies and guarantees of any nature whatsoever now or at any time enjoyed or held by the Company in relation to those book debts, revenues and monetary claims;
 - 6.14.2. its right and title in and to the Accounts and the balance from time to time standing to the credit of the Accounts including all interest credited to such Account and the Company's right, title and interest in and to the benefit of such Account and to the indebtedness represented by such credit balance;
 - 6.14.3. all its right, title and interest in and to the Receivables; and
 - 6.14.4. all the Company's rights, title and interest in and to all other debts in and to which the Company has any right, title or interest; and
- 6.15. **HEREBY CHARGES** by way of first floating charge unto the Security Agent, with the exception of the Excluded Assets, the undertaking and all other assets and property of the Company whatsoever and wheresoever, both present and future and the property and assets referred to in clauses 6.1 to 6.14 (if and in so far as the mortgages and/or charges thereon contained in this Supplemental Debenture shall be ineffective as mortgages and/or fixed charges).
- 6.16. The Company hereby attorns tenant to the Security Agent of any part of the Specifically Charged Property mortgaged or charged by clause 6.1 and 6.2 at the yearly rent of £1 (if demanded) provided always that the Security Agent may at any time without notice to the Company determine the tenancy hereby created and enter upon such Specifically Charged Property but so that neither the receipt of the said rent nor the said tenancy shall render the Security Agent liable to account to any person as mortgagee in possession.
- 6.17. Notwithstanding anything contained in this Supplemental Debenture, the Excluded Assets shall not be subject to the charging provisions contained in this clause 3 and the restrictions in this Supplemental Debenture.
- 6.18. Notwithstanding anything contained in this Supplemental Debenture, any consent or agreement to the registration of the security constituted by this Supplemental Debenture in the Land Registry will be subject to the terms of the RCF Agreement.

7. DEALING WITH SPECIFICALLY CHARGED PROPERTY

Notwithstanding clause 6 above, the Company shall be free to deal with the Specifically Charged Property and the Other Assets in the ordinary course of its business (subject to the terms of the Secured Debt Documents and the Intercreditor Agreement) until the occurrence of an Acceleration Event.

8. NOTICES OF ASSIGNMENT

- 8.1. The Company shall within 10 Business Days of the execution of this Supplemental Debenture, give notices of the charges and, on the occurrence of an Acceleration Event, assignments created pursuant to clause 6.12 substantially in the form set out in the Second Schedule and shall use its reasonable endeavours to procure that each person to whom any such notice is given shall duly sign and return the form of acknowledgment set out in Part B of the form of each such notice within 20 Business Days of

service.

- 8.2. The Company shall within 10 Business Days of an Account being designated as an Assigned Account, give notices of the charges and, on the occurrence of an Acceleration Event, assignments created pursuant to clause 6.12 substantially in the form set out in the Second Schedule and shall use its reasonable endeavours to procure that each person to whom any such notice is given shall duly sign and return the form of acknowledgment set out in Part B of the form of each such notice within 20 Business Days of service.

9. SUPPLEMENTARY PROVISIONS

- 9.1. The Company shall during the continuance of the security constituted by this Supplemental Debenture 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)) for the purpose of giving the Security Agent a valid first fixed and specific mortgage, charge or security upon all property and assets of the Company of the same nature as the Specifically Charged Property and a valid first floating charge upon the Other Assets whether already owned or acquired after the execution of this Supplemental Debenture by the Company and for the better granting, conveying, assigning, transfer, demising or charging the same to the Security Agent for the purpose referred to in this clause 9.1 and for conferring upon the Security Agent such power of sale and other powers over the said property as are expressed to be conferred by this Supplemental Debenture.
- 9.2. The Company **HEREBY DECLARES** that in respect of all or any leasehold lands, hereditaments and premises referred to in clause 6 it will stand possessed of the reversion or respective reversions hereby reserved of the term or several terms of years for which the same are held **IN TRUST** for the Security Agent (subject to any equity of redemption subsisting under this Supplemental Debenture) and will dispose of the same as the Security Agent may reasonably direct and **HEREBY AUTHORISES** the Security Agent to appoint a new trustee or trustees of such reversion or respective reversions in place of the Company or any trustee or trustees appointed under this power as if it, he, she or they were incapable of acting in the trusts hereby declared and the Company **HEREBY IRREVOCABLY APPOINTS** the Security Agent the attorney of the Company to assign the said reversion or respective reversions in the name of the Company and on its behalf to the Security Agent or as it may direct subject to such equity of redemption (if any), as may for the time being be subsisting as aforesaid and to execute and do all deeds, documents and acts reasonably necessary or proper for that purpose.
- 9.3. This security will be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular will not be considered satisfied by any intermediate repayment or satisfaction of all or any of the monies, liabilities and obligations secured by this Supplemental Debenture and will continue in full force and effect until final repayment in full and total satisfaction of all monies, liabilities and obligations secured by this Supplemental Debenture; and if upon such final repayment and satisfaction there shall exist any right on the part of the Company or any other person to draw funds or otherwise which, if exercised, would or might cause the Company to become actually or contingently liable to the Security Agent whether as principal debtor or as surety for another person, then the Security Agent will be entitled to retain this security and all rights, remedies and powers conferred by this Supplemental Debenture, the Specifically Charged Property and the Other Assets for so long as shall or might be necessary to secure the discharge of such actual or contingent liability; and in the event that any demand is made by the Security Agent under this Supplemental Debenture the said monies will become due and shall be paid and discharged to the Security Agent and all provisions of this Supplemental Debenture will apply accordingly.
- 9.4. The security constituted by this Supplemental Debenture will be in addition to and will not operate so as in any way to prejudice or affect any other security which the Security Agent may now or at any time in the future hold for or in respect of all or any part of the monies and liabilities secured by this Supplemental Debenture, nor will any such other security or any lien to which the Security Agent may be otherwise entitled or the liability of any person not party to this Supplemental Debenture for all or any part of the monies and liabilities secured by this Supplemental Debenture be in any way prejudiced or affected by this security. The Security Agent will have full power at its discretion to give time for payment to or make any other arrangement with any such other person without prejudice to the liability of the Company under this Supplemental Debenture.
- 9.5. If all monies, liabilities and obligations covenanted to be paid and discharged in this Supplemental Debenture have been unconditionally and irrevocably paid and discharged in full the Security Agent

shall, as soon as reasonably practicable after such payment and discharge and at the request and cost of the Company, execute such documents as may be necessary to release the security created by this Supplemental Debenture in accordance with the provisions of the Intercreditor Agreement.

- 9.6. If the Security Agent receives, or is deemed to be affected by, actual or constructive notice of any subsequent mortgage, charge or assignment or other disposition or interest affecting the Specifically Charged Property or the Other Assets or any part of the Specifically Charged Property or the Other Assets, the Security Agent may open a new account for the Company. If the Security Agent does not open a new account then, unless the Security Agent gives express written notice to the contrary to the Company, the Security Agent will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to any account of the Company shall be credited or be treated as having been credited to the new account and will not operate to reduce the amount due from the Company to the Security Agent at the time when the Security Agent received or was deemed to have received that notice.
- 9.7. The Company hereby agrees that the Security Agent may at any time following the occurrence of an Acceleration Event without notice and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Company's existing accounts (including without limitation the Secured Accounts) wheresoever located (including accounts in the name of the Security Agent or the Company jointly with others and including the Account and the balance for the time being standing to the credit of such accounts together with all interest accrued on such accounts and the debt represented by such accounts), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in Sterling or in any other currency, and, following the occurrence of an Acceleration Event, set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the monies, liabilities and obligations which are now or shall for the time being be due, owing or incurred to the Security Agent by the Company whether such liabilities be present, future or contingent, primary or collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another, subject to the Intercreditor Agreement, such conversion will be calculated at the then prevailing spot rate of exchange (as conclusively determined by the Security Agent).

10. CRYSTALLISATION OF FLOATING CHARGE

- 10.1. Subject always to the terms of the Intercreditor Agreement, the Security Agent may at any time by notice in writing to the Company convert the floating charge created under clause 6.15 of this Supplemental Debenture over the Other Assets into a fixed charge with immediate effect as regards any of the assets specified in the notice if:
- 10.1.1. an Acceleration Event has occurred; or
- 10.1.2. the Security Agent reasonably considers that any of the Charged Property may be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other process levied or threatened or which may be or become in jeopardy or which have been made or may become the subject of an injunction or otherwise attached; or
- 10.1.3. the Security Agent reasonably considers that it is necessary in order to protect the priority of the Security.
- 10.2. Notwithstanding clause 10.1 and without prejudice to any rule of law which may have a similar effect, the floating charge created by the Company under clause 6.15 of this Supplemental Debenture over the Other Assets of the Company (in addition to the circumstances in which the same will occur under the general law), will unless otherwise agreed in writing by the Security Agent, automatically and without notice from the Security Agent to the Company be converted with immediate effect into a fixed charge over those of the Other Assets of the Company which:
- 10.2.1. immediately prior to the time when the Company takes any step to create any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment or to a disposition contrary to any of the provisions of the Secured Debt Documents (other than any Security permitted under the Secured Debt Documents);
- 10.2.2. if and when any person levies or notifies the Company that it or any other person intends to levy

any distress, execution, sequestration or other process against those Other Assets subject to the floating charge;

- 10.2.3. if and when the Company ceases to carry on business as a going concern in a manner that constitutes an Acceleration Event;
- 10.2.4. on the presentation of a petition for the compulsory winding-up of the Company or a petition for the making of an administration order in relation to the Company where the same constitutes an Acceleration Event; or
- 10.2.5. if any meeting of the directors or members of the Company is convened for the purposes of considering any resolution for its winding-up or liquidation or for putting the Company into administration or insolvency or with a view to a composition, assignment or arrangement with its creditors generally (or any class of its creditors) or any meeting is convened for the purposes of considering any event similar or analogous to the foregoing.

11. INSURANCE

11.1. The Company shall at all times during the subsistence of this Supplemental Debenture:

- 11.1.1. keep the Charged Property insured in accordance with the terms of the Secured Debt Documents;
- 11.1.2. promptly pay all premiums and other monies payable under all its Insurances and promptly upon request, produce to the Security Agent a copy of each policy and evidence (reasonably acceptable to the Security Agent) of the payment of such sums; and
- 11.1.3. if required by the Security Agent (but subject to the provisions of any lease of the Charged Property), deposit all Insurances relating to the Charged Property with the Security Agent,

to the extent that to fail to do so in clauses 11.1.1 and 11.1.2 has or would be reasonably likely to have a Material Adverse Effect.

11.2. The Company shall:

- 11.2.1. notify the Security Agent in writing as soon as practicable and in any event within five days after becoming aware of any event or circumstance which will or is likely to give rise to a Criminal Damage Claim specifying in reasonable detail the nature of the event or circumstance which will or is likely to give rise to the claim and the extent of the damage to the Specifically Charged Property located in Northern Ireland;
- 11.2.2. at the Company's cost take such action (including legal proceedings) and give such information and access to personnel, premises, chattels, documents and records to the Security Agent and its professional advisors as the Security Agent may reasonably request in order to make, dispute, settle or appeal any Criminal Damage Claim or any adjudication in respect thereto;
- 11.2.3. at the reasonable request of the Security Agent allow the Security Agent to take sole conduct of such actions as the Security Agent may deem appropriate in connection with any Criminal Damage Claim by or in the name of the Company and in that connection give or cause to be given to the Security Agent all such assistance as the Security Agent may reasonably require in disputing, settling or appealing any such claim, and shall instruct such solicitors and other professional advisers as the Security Agent and the Company shall agree to act on behalf of the Company but to act in accordance with the Security Agent's sole instructions;
- 11.2.4. pay all monies received in relation to or arising out of any Criminal Damage Claim to the Security Agent (or if not paid directly to the Security Agent) hold or procure that such monies shall be held on trust for the Security Agent; and
- 11.2.5. ensure that the Specifically Charged Property located in Northern Ireland are properly insured with the appropriate terrorism insurance available on the market at that time should the Criminal Damage Order ever be repealed in Northern Ireland and notify the Security Agent immediately upon having put such insurance in place.

12. GENERAL PROTECTION OF ASSETS

- 12.1. Save as otherwise permitted or not prohibited by the terms of the Secured Debt Documents, the Company may not create or permit to subsist any Security Interest securing any obligation of any person over all or any part of the Charged Property.
- 12.2. The Company shall at all times during the continuance of the security constituted by this Supplemental Debenture but subject to the Agreed Security Principles (as defined in the RCF Agreement):
- 12.2.1. not, other than in the ordinary course of business prior to an Acceleration Event or with the prior consent in writing of the Security Agent, which consent shall not be unreasonably withheld, remove or destroy any of the buildings, plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment or any structure whatsoever now or in the future owned by the Company unless that property is worn out or rendered unfit for use or unless such removal or destruction shall be with a view immediately to replacing that property by other property of a more useful or convenient character and of at least equal value or utility;
- 12.2.2. keep all buildings for the time being comprised in its undertaking, property and assets and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment in, upon or about the same and used for the purpose of or in connection with its business in such state of repair and in such working order and condition as from time to time it considers proper for the purpose of the efficient and economic carrying on of its business;
- 12.2.3. notify the Security Agent in writing of all of that Company's Intellectual Property Rights upon written demand by the Security Agent and make such applications and maintain such registrations to keep those registered Intellectual Property Rights which are material to the Company's business in force and to record the Company's interest in those Intellectual Property Rights, not use or permit the Intellectual Property Rights to be used in a way which may materially and adversely affect its value, take such steps at its own expense as are within its power (including, without limitation, the institution of legal proceedings) to prevent third parties infringing the Intellectual Property Rights and use its best endeavours to procure that any further Intellectual Property Rights licensed to it are freely assignable and chargeable to the Security Agent;
- 12.2.4. if requested to do so by the Security Agent from time to time, make entries in any appropriate public register (in Northern Ireland or elsewhere) of the Company's Intellectual Property Rights which record the existence of this Supplemental Debenture;
- 12.2.5. on request of the Security Agent, (acting reasonably) furnish the Security Agent with such information as the Security Agent may reasonably require about the Company's business and affairs, the Charged Property and its compliance with the terms of this Supplemental Debenture and the Company shall permit the Security Agent, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to (a) inspect and take copies and extracts from the books, accounts and records of the Company and (b) to view the Charged Property (without becoming liable as mortgagee in possession) in each case in accordance with the Secured Debt Documents;
- 12.2.6. in the event of a notice being served affecting the Specifically Charged Property or the Other Assets or any part of the Specifically Charged Property or the Other Assets or in the event of any proceedings being commenced affecting the Specifically Charged Property or the Other Assets in a matter of material importance immediately give full particulars of the notice or proceedings to the Security Agent;
- 12.2.7.
- (1) do, observe and perform all its obligations and all matters and things necessary or expedient to be done, observed and performed under or by virtue of every lease, licence, fee farm grant, agreement or other instrument relating to its freehold and leasehold property and every other lease, licence and agreement to which the Company is party so as to preserve, protect and maintain all of the rights of the Company in them; and
- (2) not suffer or permit any default for which any of the same may be terminated or as a

result of which any party thereto may be relieved of any liability or obligation but, on the contrary, exercise and enforce from time to time all its rights and remedies.

12.2.8.

- (1) on and from the occurrence of an Acceleration Event, not exercise the statutory powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Section 18 of the 1881 Act without the prior written consent of the Security Agent such consent not to be unreasonably withheld;
- (2) on and from the occurrence of an Acceleration Event, not without such consent either in the purported exercise of the said statutory powers or otherwise grant or agree to grant or accept or agree to accept a surrender of any lease, licence or tenancy of the Specifically Charged Property or any part of the Specifically Charged Property;
- (3) on and from the occurrence of an Acceleration Event, not without the written consent of the Security Agent sell, convey, assign or transfer the Specifically Charged Property or any interest therein or any part of the Specifically Charged Property;
- (4) on and from the occurrence of an Acceleration Event, not part with possession or occupation of the Specifically Charged Property or any part of the Specifically Charged Property without the prior written consent of the Security Agent; and
- (5) not cause any person to become a protected or statutory tenant of any of the Specifically Charged Property or any part of the Specifically Charged Property under the Business Tenancies (Northern Ireland) Order 1996 or the Rent (Northern Ireland) Order 1978 as amended by the Rent (Amendment) (Northern Ireland) Order 1985 or the Private Tenancies (Northern Ireland) Order 2006;

12.2.9. comply in all material respects, if failure to so comply has or is reasonably likely to have a Material Adverse Effect, with the provisions of all present and future statutes and every notice, order, direction, licence, consent or permission given or made under those statutes (including without limitation all applicable Environmental Laws and Environmental Licences) and the requirements of any competent authority so far as any of the same shall relate to its assets or their user or anything done on the freehold and leasehold property comprised in its Specifically Charged Property and the Other Assets, and use all its freehold and leasehold property comprised in the Specifically Charged Property and the Other Assets only for purposes for the time being authorised as the permitted use or user thereof under or by virtue of the Planning Acts;

12.2.10. not carry out any development within the meaning of the Planning Acts in or upon any such freehold or leasehold property without first obtaining such permission as may be required under or by virtue of the Planning Acts;

12.2.11.

- (1) within seven days after the receipt of any notice or proposal for a notice or order or proposal for an order given, issued or made to the Company by a planning authority under or by virtue of the Planning Acts in respect of any such freehold and leasehold property, give full particulars of the notice, proposal or order to the Security Agent;
- (2) if so required by the Security Agent, produce the notice, proposal or order;
- (3) without delay take all reasonable or necessary steps to comply with such notice or order; and
- (4) at the request of the Security Agent, make or join with the Security Agent in making such application, appeal or representations against or in respect of any proposal for such notice or order as the Security Agent may deem expedient;

12.2.12. pay or cause to be paid all rents, taxes, rates, assessments, impositions, calls and outgoings, whether governmental, municipal or otherwise, imposed upon or payable in respect of its Specifically Charged Property or Other Assets or any part of its Specifically Charged Property or

Other Assets as and when the same become payable, and also punctually pay and discharge, or cause to be paid and discharged, all debts and obligations to or in respect of persons employed by the Company which by law may have priority over the security created by this Supplemental Debenture;

- 12.2.13. if called upon to do so by the Security Agent after an Acceleration Event, execute a legal assignment of the debts due to it to the Security Agent;
- 12.2.14. on the occurrence of an Acceleration Event not, without the prior written consent of the Security Agent, release, exchange, compound, set-off, grant time or indulgence in respect of or in any other manner deal with all or any of the debts save as expressly provided in this Supplemental Debenture;
- 12.2.15. on the occurrence of an Acceleration Event at its own expense institute, continue or defend all such proceedings in connection with the debts as the Security Agent may reasonably require to protect the security hereby constituted;
- 12.2.16. on the occurrence of an Acceleration Event not carry on its business in relation to the debts due to it otherwise than as set out in clauses 12.2.13 to 12.2.15;
- 12.2.17. save as otherwise permitted by the terms of the Secured Debt Documents, not sell, assign, part with, transfer, lease, license or otherwise dispose of the benefit of all or any of that Company's right, title and interest in and to its Specifically Charged Property or Other Assets or any part of them (save for sales of its stock in trade at not less than market value in the ordinary and usual course of its trading business and until such time as the floating charge created by clause 6.15 has been converted into a fixed charge pursuant to clause 10 or by operation of law), and not agree to, or grant any option in respect of, any of the foregoing,

and so that, if the Company fails to perform any obligation on its part contained in this Supplemental Debenture, the Security Agent may itself or by any agents perform any of the said covenants capable of being performed by it or by such agents, and if any such obligation requires the payment or expenditure of money the Security Agent may make such payment or expenditure with its own funds or with money borrowed by or advanced to it for such purpose but will be under no obligation so to do; all sums so expended or advanced will be added to the indebtedness secured by this Supplemental Debenture and will bear interest accordingly and will be repayable to the Security Agent on demand.

13. OBLIGATIONS UNDER SPECIFIC CONTRACTS

- 13.1. Notwithstanding anything contained herein;
 - 13.1.1. the Company shall remain liable under each of the Specific Contracts to perform all obligations assumed by it thereunder to the same extent as if this Supplemental Debenture has not been executed;
 - 13.1.2. the exercise by the Security Agent of any of the rights assigned hereunder shall not release the Company from any of its duties or obligations under the Specific Contracts except to the extent that such exercise by the Security Agent shall constitute performance of such duties and obligations;
 - 13.1.3. neither the Security Agent nor any Secured Party shall have any obligation or liability under the Specific Contracts by reason of, or arising out of, this Supplemental Debenture or be obliged to perform any of the obligations or duties of the Company under the Specific Contracts or to make any payment or to present or file any claim or take any other action to collect or enforce any claim for any monies, liabilities or obligations payable or performable under such document or to enforce or realise any security created thereby and shall not be liable for any loss which may arise from the neglect or omission of the Security Agent or any Secured Party so to do;
 - 13.1.4. neither the Security Agent nor any Secured Party shall be obliged to make any enquiry as to the nature or sufficiency of any payment or take any other action to collect any monies or to enforce any rights and benefits hereby assigned to the Security Agent or to which the Security Agent or any Secured Party shall be entitled;
 - 13.1.5. neither the Security Agent nor any Secured Party shall be responsible in any way whatsoever in

the event that the exercise by the Company or the Security Agent or any Secured Party of any rights or powers under the Specific Contracts may be adjudged improper or to constitute a breach or repudiation of any of the Specific Contracts by the Company; and

- 13.1.6. for so long as no Acceleration Event shall have occurred, the Company shall, subject to the provisions of the Secured Debt Documents, continue to be entitled to exercise its rights and powers under the Specific Contracts, but at any time after the occurrence of an Acceleration Event the Security Agent shall be entitled to notify the parties to the Specific Contracts, other than the Company, that the Security Agent's rights as assignee have become exercisable, and thereafter all such rights and powers shall be exercisable only by the Security Agent or its nominee.
- 13.2. The Company undertakes if requested, to provide the Security Agent with certified copies of the Specific Contracts to which the Company is party.
- 13.3. On the occurrence of an Acceleration Event and subject to the Intercreditor Agreement, the Security Agent may, in its sole discretion, discharge or release (i) all or any part of the Intra-Group Liabilities and/or (ii) the obligations and/or liabilities of any person in respect of all or any part of the Intra-Group Liabilities.

14. INVESTMENTS

14.1. Investments: Payment of Calls

The Company shall pay when due all calls, instalments or other payments which may be or become due in respect of any of the Investments, it being acknowledged by the Company that the Security Agent shall not in any circumstances incur any liability whatsoever in respect of any such calls, instalments or other payments, and in any case of default by the Company in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of the Company in which case any sums paid by the Security Agent shall be reimbursed by the Company to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate and in accordance with clause 5.2 (*Interest on Demands*).

14.2. Investments: Delivery of Documents of Title

The Company shall:

- 14.2.1. forthwith or as soon as reasonably practicable following execution of this Supplemental Debenture and in any event within 10 Business Days following execution of this Supplemental Debenture, deliver to the Security Agent (and the Security Agent shall be entitled to retain) all certificates or other documents of title in respect of the Charged Shares and a certified copy of the up to date register of members of each relevant company together with duly executed undated instruments of transfer or assignments (as appropriate) of the Charged Shares in blank and, forthwith upon the Company (or its nominee) acquiring or otherwise becoming entitled to any additional Investments, or as soon as reasonably practicable thereafter, deliver to the Security Agent (and the Security Agent shall be entitled to retain) all certificates or other documents of title in respect of such additional Investments and a certified copy of the up to date register of members of each relevant company, together with duly executed undated instruments of transfer or assignments (as appropriate) of such Investments in blank and any other document which the Security Agent may reasonably request (in such form and executed as the Security Agent may reasonably require) with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s) and it is agreed that the Security Agent will be entitled at any time following the occurrence of an Acceleration Event to have all or any of the Investments registered in the name of the Security Agent or of such nominee as the Security Agent may select; and
- 14.2.2. after the occurrence of an Acceleration Event, promptly deliver to the Security Agent (and the Security Agent shall be entitled to receive and retain) all dividends, distributions, interest monies or other income or property accruing, offered or issued at any time in respect of the Investments and any such dividends, interest and other moneys or assets received by the Company after such time shall be held in trust by the Company for the Security Agent and paid or transferred to the Security Agent on demand.

14.3. **Investments: Exercise of Rights**

The Company shall not exercise any of its rights and powers in relation to any of the Investments in any manner which, in the reasonable opinion of the Security Agent, would impair the security created over the Investments pursuant to this Supplemental Debenture or materially prejudice the validity or enforceability of the security created under this Supplemental Debenture or the ability of the Security Agent to realise, the security created by this Supplemental Debenture.

14.4. **National Security and Investment Act 2021**

If the exercise of any of the rights of the Security Agent under this clause 14 gives rise to a notifiable acquisition under section 6 of the National Security and Investment Act 2021 ("**NSIA**"), the Security Agent shall not exercise those rights until it has received the necessary approvals under section 13(2) of the NSIA, and the exercise of those rights will not breach the terms of a final order, if any, made under section 26(3) of the NSIA. For the avoidance of doubt, this Clause 14.4 is for the benefit of the Security Agent only and the Security Agent shall be entitled to exercise rights under this clause 14 without obtaining any approvals under the NSIA, if it determines that it is not necessary or advisable to obtain the same.

15. **ACCOUNTS**

15.1. **Accounts: Notification and Variation**

The Company, during the subsistence of this Supplemental Debenture:

15.1.1. shall as soon as reasonably practicable and, in any event, within the time periods specified by applicable law deliver to the Security Agent on the date of this Supplemental Debenture (and, if any change occurs thereafter, on or about the date of such change), details of each Account maintained by it with any bank or financial institution (other than with the Security Agent); and

15.1.2. shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account.

15.2. **Accounts: Operation Before an Acceleration Event**

The Company shall prior to the occurrence of an Acceleration Event be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than an Assigned Account) in the ordinary course of its business, subject to the terms of the Secured Debt Documents.

15.3. **Accounts: Operation After an Acceleration Event**

After the occurrence of an Acceleration Event the Company shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Security Agent.

15.4. **Assigned Accounts**

15.4.1. The Company shall prior to the occurrence of an Acceleration Event be entitled to freely deal with its debts and trading receivables and be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account subject to the terms of the Secured Debt Documents.

15.4.2. After the occurrence of an Acceleration Event, the Company shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent.

15.4.3. The Security Agent shall, upon the occurrence of an Acceleration Event, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to:

(1) demand and receive all and any monies due under or arising out of each Assigned

Account; and

- (2) exercise all such rights as the Company was then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Supplemental Debenture, exercise.

15.5. **Accounts: Application of Monies**

The Security Agent shall, upon the occurrence of an Acceleration Event, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with the provisions of the Intercreditor Agreement.

16. **WARRANTIES OF THE COMPANY**

16.1. The Company hereby represents and warrants to the Security Agent that:

16.1.1. it has not issued and does not intend to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which constitute Charged Property; and

16.1.2. it has not received any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which constitute Charged Property to which it has not complied with or which has not been withdrawn.

17. **PSC REGISTER**

17.1. At any time after the occurrence of an Acceleration Event:

17.1.1. in respect of any shares which constitute Charged Property, the Company shall promptly:

- (1) notify the Security Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006;
- (2) upon request of the Security Agent provide to the Security Agent a copy of any such warning notice or restrictions notice to the extent that such information is not publicly available; and
- (3) respond to that warning notice or restrictions notice it receives within the prescribed timeframe and notify the Security Agent that it has responded; and

17.1.2. for the purposes of withdrawing any restrictions notice or for any application to the court under Schedule 1B of the Companies Act 2006, the Company shall (and shall ensure that the relevant members of the Group will) provide such assistance as the Security Agent may reasonably request in respect of any shares which constitute Charged Property.

18. **ENFORCEMENT**

The security constituted by this Supplemental Debenture shall be enforceable and the Secured Obligations, not already payable on demand, shall become due and payable on demand immediately upon and at any time after the occurrence of an Acceleration Event. At any time after the security constituted by this Supplemental Debenture has become enforceable, the statutory powers conferred by the Acts, as varied, disappplied and/or as extended by this Supplemental Debenture shall become exercisable.

19. **RECEIVERS**

19.1. At any time on or after the occurrence of an Acceleration Event, the Security Agent may from time to time appoint (i) by deed in writing under the hand of a duly authorised officer of the Security Agent or (ii) under the 1881 Act, any person or persons considered by it to be competent to be a receiver or a receiver and manager (hereinafter called a **Receiver** which expression will, where the context so admits, include the plural and any substituted receiver or receiver and manager) of any part of the Specifically Charged Property and/or any part of the Other Assets. The Security Agent may from time to time in writing under the hand of a duly authorised officer of the Security Agent remove any Receiver so

appointed and appoint another in his stead.

- 19.2. A Receiver so appointed will be the agent of the Company, and the Company will be solely responsible for his acts and defaults, and the Security Agent will have power from time to time to fix the remuneration of any Receiver appointed by the Security Agent and to direct payment thereof, subject to the Intercreditor Agreement, out of the Specifically Charged Property and the Other Assets or any part thereof, but the Company will alone be liable for the payment of such remuneration and the provisions of Section 24 of the 1881 Act (as modified by the provisions of this Supplemental Debenture) with the exception of sub-sections 6 and 8 will apply hereto.
- 19.3. A Receiver so appointed under clause 19.1 will have and be entitled to exercise all powers conferred by the Acts and Schedule 1 of the Insolvency (Northern Ireland) Order 1989 and all other statutes in the same way as if the Receiver had been duly appointed under the Acts, and will furthermore, but without limiting any powers referred to in this Supplemental Debenture, have power to:
- 19.3.1. to take possession of, collect and get in all or any part of the property in respect of which the Receiver is appointed, and for that purpose take any proceedings in the name of the Company or otherwise as may seem expedient;
- 19.3.2. to carry on or manage or develop or diversify or concur in carrying on or managing or developing or diversifying the business of the Company, and for that purpose raise money on any part of the property in respect of which the Receiver is appointed in priority to this security or otherwise;
- 19.3.3. to exercise all or any of the powers which an absolute owner would have of managing and superintending the management of the property in respect of which the Receiver is appointed, and in particular to sell or concur in selling, let or concur in letting, surrender and/or accept surrenders of leases of any part of such property in such manner and generally on such terms and conditions as the Receiver thinks fit, and to carry any such sale, letting or surrender into effect by conveying, leasing, letting, surrendering or accepting surrenders in the name of or on behalf of the Company or otherwise; any such sale may be for cash, debentures or other obligations, shares, stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Security Agent or the Receiver shall think fit and so that any consideration or part of such consideration received in a form other than cash shall *ipso facto* forthwith on receipt be and become charged with the payment of all the monies secured by this Supplemental Debenture as though it had been included in the charge hereby created and formed part of the Specifically Charged Property or the Other Assets (as the case may be). Plant, machinery and other fixtures may be severed and sold separately from the premises containing them without the consent of the Company being obtained thereto;
- 19.3.4. to make any arrangements or compromise which the Receiver or the Security Agent may think expedient;
- 19.3.5. to make and effect any repairs, renewals and improvement of the plant, machinery and effects of the Company which the Receiver or the Security Agent may think necessary and to maintain or renew all insurances;
- 19.3.6. to make calls conditionally or unconditionally on the members of the Company in respect of the uncalled capital of the Company with such and the same powers for the purpose of enforcing payment of any calls so made as are by the Articles of Association of the Company conferred on the directors of the Company in respect of calls authorised to be made by them in the names of the directors or in that of the Company or otherwise and to the exclusion of the directors' power in that behalf;
- 19.3.7. to appoint managers, officers, servants, workmen and agents for the above purposes at such salaries and for such periods as the Receiver may determine;
- 19.3.8. to enter upon any part of the Specifically Charged Property and any part of the Other Assets from time to time with or without workmen and others for the purpose of making and effecting any repairs, renewals or alterations to any part of the Specifically Charged Property or the Other Assets including (without prejudice to the generality of the foregoing) the completion of any buildings in the course of erection or other works in progress thereon which the Receiver may think necessary, and appoint architects, surveyors, contractors, workmen and agents for the

above purposes on such terms as the Receiver may determine, and (without prejudice to the power hereinafter conferred) borrow from the Security Agent on the account of the Company all such monies as the Receiver may require for the above purposes to the intent that all monies advanced by the Security Agent to the Receiver for the said purposes will be secured by this Supplemental Debenture;

19.3.9. the Receiver shall have all the rights, powers and discretions of an administrative receiver under the Insolvency (Northern Ireland) Order 1989 (whether or not the Receiver is an administrative receiver); and

19.3.10. to do all such other acts and things as may be incidental or conducive to any of the matters or powers above and which the Receiver lawfully may or can do as agent for the Company.

19.4. The foregoing powers of appointment of a Receiver are in addition to and not to the prejudice of all statutory and other powers of the Security Agent under the Acts (as varied or disappplied herein) or otherwise, and so that such powers will be and remain exercisable by the Security Agent in respect of any part of the Specifically Charged Property or Other Assets in respect of which no appointment of a Receiver by the Security Agent is for the time being subsisting, notwithstanding that an appointment under the powers of clause 19.1 shall have subsisted and been withdrawn in respect of that part of the Specifically Charged Property or Other Assets or shall be subsisting in respect of any other part of the Specifically Charged Property or Other Assets.

19.5. All monies received by the Security Agent or any Receiver shall be applied in accordance with the provisions of the Intercreditor Agreement.

19.6. No purchaser or other person will be bound or concerned to see or enquire whether the right of the Security Agent or any Receiver appointed by the Security Agent to exercise any of the powers conferred by this Supplemental Debenture has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

20. LIABILITY OF SECURITY AGENT AND RECEIVER

20.1. In the event that the Security Agent or any Receiver appointed under this Supplemental Debenture takes possession of the Specifically Charged Property or the Other Assets or any part or parts of the Specifically Charged Property or the Other Assets or otherwise exercises any statutory powers or any additional powers set forth in this Supplemental Debenture, neither the Security Agent nor any Receiver will be liable to account as mortgagee or as mortgagee in possession in respect of any of the Specifically Charged Property or Other Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever (except to the extent that the same results from the Security Agent's or the Receiver's, as applicable, gross negligence or wilful default) in connection with any of the Specifically Charged Property or Other Assets for which a mortgagee in possession might as such be liable.

20.2. The foregoing powers of appointment of a Receiver are in addition to and not to the prejudice of all statutory and other powers of the Security Agent under the Acts (and so that any statutory power of sale will be exercisable without the restrictions contained in Sections 19 and 20 of the 1881 Act) or otherwise, and so that such powers will be and remain exercisable by the Security Agent in respect of any part of the Specifically Charged Property or Other Assets in respect of which no appointment of a Receiver by the Security Agent is for the time being subsisting, notwithstanding that an appointment under the powers of clause 19.1 shall have subsisted and been withdrawn in respect of that part of the Specifically Charged Property or Other Assets or shall be subsisting in respect of any other part of the Specifically Charged Property or Other Assets.

20.3. In the event that the Security Agent or any Receiver appointed by the Security Agent under this Supplemental Debenture enters into possession of any of the Specifically Charged Property or the Other Assets or any part of the Specifically Charged Property or the Other Assets, the Security Agent or such Receiver as the case may be is hereby irrevocably authorised as agent of the Company to list, and to remove, store, sell or otherwise dispose of, all or any furniture or other chattels which have not been removed from the said property at the expiration of seven days from the date of such entry into possession, and any list so made will be conclusive evidence as between the Security Agent and such Receiver and the Company of the matters therein contained.

21. ADMINISTRATOR

21.1. Appointment

- 21.1.1. Paragraph 15 of Schedule B1 to the Insolvency (NI) Order 1989 shall apply to any floating charge created by this Supplemental Debenture.
- 21.1.2. At any time after a floating charge created by this Supplemental Debenture has become enforceable, the Security Agent may appoint an administrator of the Company.
- 21.1.3. Any reference in this Supplemental Debenture to an administrative receiver, a receiver or receiver and manager shall include, where the context so admits and the law so allows, any administrator appointed by the Security Agent.

22. SECURITY AGENT AS MORTGAGEE IN POSSESSION

In addition to the statutory powers incidental to the estate or interest of mortgagees contained in section 19 of the 1881 Act, at any time after the Security Agent following the occurrence of an Acceleration Event and in accordance with the provisions of this Supplemental Debenture enters into possession of the Specifically Charged Property or the Other Assets or any part of the Specifically Charged Property or the Other Assets, the Security Agent will have power to:

- 22.1. effect and carry out upon any building or erection for the time being comprised in such part of the Specifically Charged Property or the Other Assets of which the Security Agent is in possession any such repairs, amendments, alterations and additions as the Security Agent may reasonably consider necessary or desirable for the maintenance or protection of all or any part of the Specifically Charged Property or the Other Assets;
- 22.2. charge or agree to charge any of the Specifically Charged Property or the Other Assets or any part of the Specifically Charged Property or the Other Assets of which the Security Agent is in possession for such period at such rent and upon such terms with or without a premium or fine in all respects as the Security Agent may from time to time think fit; and
- 22.3. perform or cause to be performed all acts and things requisite or desirable according to the law of the country in which the Specifically Charged Property or the Other Assets or any part of the Specifically Charged Property or the Other Assets of which the Security Agent is in possession is situate for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions.

23. STATUTORY POWERS

- 23.1. At any time after the security constituted by this Supplemental Debenture has become enforceable (in accordance with clause 18 (*Enforcement*)), the statutory powers of sale and of appointing a receiver conferred by Section 19 of the 1881 Act will immediately arise and be exercisable by the Security Agent free from the restrictions contained in Section 20 of that Act.
- 23.2. The restrictions on the right of consolidating mortgages contained in Section 17 of the 1881 Act will not apply to this security.

24. CURRENCY CLAUSES

- 24.1. Subject to the Intercreditor Agreement, all monies received or held by the Security Agent or by a Receiver under this Supplemental Debenture may from time to time after demand has been made be converted into such other currency as the Security Agent considers reasonably necessary or desirable to cover the obligations and liabilities of the Company in that currency at the then prevailing spot rate of exchange (as conclusively determined by the Security Agent) for purchasing the currency to be acquired with the existing currency.
- 24.2. If and to the extent the Company fails to pay the amount due on demand in accordance with the terms of this Supplemental Debenture, the Security Agent may in its absolute discretion without notice to the Company, and subject to the Intercreditor Agreement, purchase at any time thereafter so much of a currency as the Security Agent considers reasonably necessary or desirable to cover the obligations and liabilities of the Company in such currency, secured by this Supplemental Debenture, at the then prevailing spot rate of exchange (as conclusively determined by the Security Agent) for purchasing such currency with Sterling.

- 24.3. Subject to the Intercreditor Agreement, no payment to the Security Agent (whether under any judgment or court order or otherwise) will discharge the obligation or liability of the Company in respect of which it was made unless and until the Security Agent receives payment in full in the currency in which such obligation or liability was incurred, and to the extent that the amount of any such payment, on actual conversion into such currency, fall short of such obligation or liability expressed in that currency, the Security Agent will have a further separate cause of action against the Company and will be entitled to enforce the charges created by this Supplemental Debenture to recover the amount of the shortfall.

25. FINANCIAL COLLATERAL

To the extent that any of the Charged Property constitute "financial collateral" and this Supplemental Debenture and the obligations of the Company or the Security Agent hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, The Financial Collateral Arrangements (No.2) Regulations 2003 as amended by the Financial Markets and Insolvency (Settlement Finality and Financial Collateral Arrangements) (Amendment) Regulations 2010 (the **Regulations**)) the Security Agent shall, at any time after the occurrence of an Acceleration Event, have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be the market price of the Charged Property determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select including independent valuation. The parties further agree that the method of valuation provided for in this Supplemental Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

26. MISCELLANEOUS PROVISIONS

- 26.1. The charges conferred by this Supplemental Debenture will be in addition and without prejudice to any and every other remedy, lien or security which the Security Agent may or but for the said charges would have for the monies and liabilities secured by this Supplemental Debenture.
- 26.2. Subject to the Intercreditor Agreement, any certificate or determination of the Security Agent as to any matter provided for in this Supplemental Debenture will be conclusive and binding on the Company.
- 26.3. **Power of Attorney:** The Company by way of security hereby irrevocably appoints and constitutes the Security Agent and any Receiver appointed by the Security Agent under this Supplemental Debenture jointly and also severally the attorney and also the attorneys of the Company on the Company's behalf and in the name of the Company and as its act and deed following the occurrence of an Acceleration Event or if the Company has failed to comply with any further assurance or perfection obligation of this Supplemental Debenture for a period of 10 Business Days to do all acts and to execute, seal or otherwise perfect any deed, assurance, agreement, instrument, document or act which the Company could itself do in relation to the Specifically Charged Property and the Other Assets or which may be required or which may be deemed proper for any of the matters provided for in this Supplemental Debenture.
- 26.4. **Notices:** Any communication to be made by one person to another under or in connection with this Supplemental Debenture shall be made in accordance with the terms of the Intercreditor Agreement.
- 26.5. **Waiver and Forbearance:**
- 26.5.1. No waiver by the Security Agent in respect of any breach will operate as a waiver in respect of any subsequent breach.
- 26.5.2. No failure or delay by the Security Agent in exercising any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise or waiver of any right or remedy prevent its further exercise or the exercise by the Security Agent of any other right or remedy.
- 26.6. **Remedies Cumulative:** The rights and remedies of the Security Agent under this Supplemental Debenture are cumulative and are without prejudice and in addition to any rights or remedies which the Security Agent may have at law or in equity. No exercise by the Security Agent of any right or remedy under this Supplemental Debenture, or at law or in equity, shall (save to the extent, if any, provided expressly in this Supplemental Debenture, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other right or remedy. Each and every right and remedy may be exercised from

time to time as often and in such order as may be deemed expedient by the Security Agent.

- 26.7. **Severability:** If a term or provision in this Supplemental Debenture is or becomes illegal, invalid or unenforceable, in whole or in part, in any respect (or any of the security intended to be created by or pursuant to this Supplemental Debenture is ineffective) under the law of any jurisdiction, such illegality, invalidity or unenforceability shall not affect:

26.7.1. the legality, validity or enforceability of the remaining provisions or the effectiveness of any of the other provisions of this Supplemental Debenture in that jurisdiction; or

26.7.2. the legality, validity or enforceability of such provision or the effectiveness of any other provision of this Supplemental Debenture under the laws of any other jurisdiction.

26.8. **Assignment:**

The Company may not assign or enter into any trust arrangement with any third party in respect of any of its rights under this Supplemental Debenture.

- 26.9. **Counterparts:** This Supplemental Debenture may be entered into in the form of two or more counterparts, each executed by one of the parties but, taken together, executed by all, and, provided that all of the parties so enter into the Supplemental Debenture, each of the executed counterparts, when duly exchanged or delivered, will be deemed to be an original but, taken together, will constitute one instrument.

- 26.10. **Variation:** This Supplemental Debenture may not be released, discharged, supplemented, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties to this Supplemental Debenture.

26.11. **Governing law and Jurisdiction:**

26.11.1. This Supplemental Debenture and all relationships created hereby and arising out of or in connection with it, together with all Disputes, will in all respects be governed by and construed in accordance with the laws of Northern Ireland.

26.11.2. The Company hereby agrees for the exclusive benefit of the Security Agent that any legal action or proceedings (**Proceedings**) brought against the Company with respect to this Supplemental Debenture may be brought in the High Court in Northern Ireland or such other competent court of Northern Ireland as the Security Agent may elect, and the Company waives any objection to Proceedings in such courts whether on grounds of venue or on the grounds that Proceedings have been brought in any inconvenient forum. The Company undertakes to enter an unconditional appearance within 14 days after the completion of any service or process in any Proceedings. The Company hereby consents to the service by post of any process issued in connection with this Supplemental Debenture. Nothing in this Supplemental Debenture will affect the right to serve process in any other manner permitted by law.

26.11.3. Nothing contained in this Supplemental Debenture will limit the right of the Security Agent to take Proceedings against the Company in any other court of competent jurisdiction, nor will the taking of any Proceedings in any one or more jurisdictions preclude the taking by the Security Agent of Proceedings in any other jurisdiction whether concurrently or not.

- 26.12. **Land Registry (Land and Property Services):** The address of the Security Agent in the United Kingdom for service of notices is One Canada Square, London E14 5AL, United Kingdom.

FIRST SCHEDULE

Part 1 Assigned Accounts

Company Name (holder of Assigned Account)	Company Number	Jurisdiction of Incorporation	Account Location	Account Number	Sort Code	IBAN Number
Energia Customer Solutions NI Limited	NI035800	NI	Bank of Ireland (UK) plc, Belfast City Branch, 4-8 High Street, Belfast, BT1 5LR	████████	90-21-27	GB07 BOFI 9021 2761 ██████████
Energia Customer Solutions NI Limited	NI035800	NI	Bank of Ireland (UK) plc, Belfast City Branch, 4-8 High Street, Belfast, BT1 5LR	████████	90-21-27	GB12 BOFI 9021 2787 ██████████
Energia Customer Solutions NI Limited	NI035800	NI	Bank of Ireland (UK) plc, Belfast City Branch, 4-8 High Street, Belfast, BT1 5LR	████████	90-21-27	GB26 BOFI 9021 2744 ██████████
Energia Customer Solutions NI Limited	NI035800	NI	Bank of Ireland (UK) plc, Belfast City Branch, 4-8 High Street, Belfast, BT1 5LR	████████	90-21-27	GB79 BOFI 9021 2792 ██████████
Energia Customer Solutions NI Limited	NI035800	NI	Bank of Ireland (UK) plc, 1 Donegall Square South, BT1 5LR	████████	90-23-97	GB58 BOFI 9023 9722 ██████████

Part 2 Insurances

None specified

Part 3 Intellectual Property

None specified

Part 4 Charged Shares

None specified

Part 5 Leases

None specified

Part 6
Mortgaged Property

Registered Land

None specified

Unregistered Land

None specified

Part 7
Contracts, Agreements and Licences

None specified

SECOND SCHEDULE

Part A

Notice of Assignment of Accounts

From: Energia Customer Solutions NI Limited (the **Company**)

To: Bank of Ireland (UK) plc (the **Account Bank**)

cc: The Bank of New York Mellon, London Branch (the **Security Agent**)

Date:

Dear Sirs,

We hereby give you notice that by a supplemental debenture dated _____ 2022, (a copy of which is attached hereto, the **Supplemental Debenture**) we have charged by way of first fixed charge and assigned by way of security in favour of The Bank of New York Mellon, London Branch (the **Security Agent**, which term includes its successors and assigns) all our rights, title and interest in and to all sums of money which may now or in the future be held in our name with you in Account no. *[specify account details]* (as replaced or reinstated from time to time whether by current or deposit Accounts) (the **Account(s)**), together with all interest from time to time earned thereon and the debts represented by such sums and interest.

You are hereby irrevocably and unconditionally authorised to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to the Account and its balance as the Security Agent may at any time and from time to time request.

From the date of a notice of an Acceleration Event, you will cease to act on our instruction and we shall not be permitted to operate the Account or deal with its balance; and you are irrevocably authorised and instructed to:

1. Comply with the terms of any written notice or instructions relating to the Account or its balance requested by you from the Security Agent;
2. To hold the account balance to the order of the Security Agent;
3. To pay or release all or any part of the account balance in accordance with the written instructions of the Security Agent at any time or times;

Please also note that these instructions are not to be revoked or varied without the prior written consent of the Security Agent.

This letter is governed by the laws of Northern Ireland.

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent with a copy to ourselves.

Yours faithfully,

.....
For and on behalf of Energia Customer Solutions NI Limited

Part B

Notice of Acknowledgment

Acknowledgment

From: Bank of Ireland (UK) plc (the **Account Bank**)

To: The Bank of New York Mellon, London Branch (the **Security Agent**)

Cc: Energia Customer Solutions NI Limited

Date:

Dear Sirs,

We confirm receipt from Energia Customer Solutions NI Limited (the **Company**) of a notice (the **Security Notice**) dated 2022 of a supplemental debenture dated 2022 (the **Supplemental Debenture**) of all the Company's rights, title and interest in and to all sums of money which may now or in the future be held in the name of the Company with us in account number [specify account details] (as replaced or reinstated from time to time whether by current or deposit accounts) (the **Account**).

We confirm that:

1. The balance on the Account as at today's date is .
2. We accept the instructions and authorizations contained in the notice and we undertake to act in accordance and comply with the terms of the Security Notice;
3. We are not aware of any interest of any third party in the Account and will notify you if we become aware of any such interest;
4. We have neither claimed nor exercised nor will claim nor exercise any security interest, set-off, counterclaim or other rights in respect of the Account the sums therein or the debts represented thereby; and
5. From the date of a written notice by the Security Agent that an Acceleration Event (as defined in the Supplemental Debenture) has occurred, we shall not permit any amount to be withdrawn from the Account without the prior written consent of the Security Agent

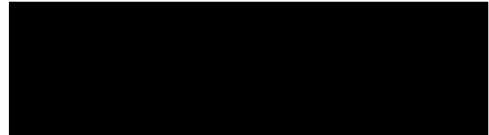
Yours faithfully,

.....
For and on behalf of
Bank of Ireland (UK) plc

IN WITNESS whereof this Supplemental Debenture has been duly executed on the date first above written.

THE COMPANY

EXECUTED and DELIVERED as a DEED by
ENERGIA CUSTOMER SOLUTIONS NI LIMITED,
acting by JOHN NEWMAN a director



Director

In the presence of:



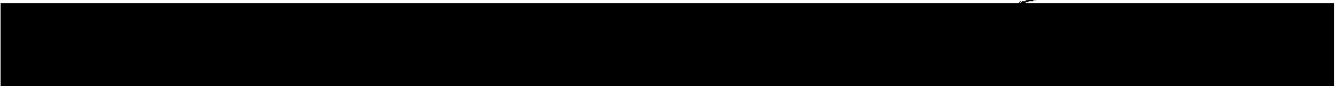
Witness Signature

Name: I BANNERMAN



Witness Signature

Name: NICOLA MILLS



Occupation:

PA

Occupation:

COMPANY SECRETARIAL
ADMINISTRATOR

THE SECURITY AGENT

EXECUTED as a DEED by
THE BANK OF NEW YORK MELLON, LONDON BRANCH

Acting by its duly authorised signatories:

Signatory Name:

Signatory Name:

[Signature Page - Supplemental Debenture ENERGIA CUSTOMER SOLUTIONS NI LIMITED]

IN WITNESS whereof this Supplemental Debenture has been duly executed on the date first above written.

THE COMPANY

**EXECUTED and DELIVERED as a DEED by
ENERGIA CUSTOMER SOLUTIONS NI LIMITED,**
acting by _____, a director

Director

In the presence of:

Witness Signature

Name:

Address:

Occupation:

Witness Signature

Name:

Address:

Occupation:

THE SECURITY AGENT

**EXECUTED as a DEED by
THE BANK OF NEW YORK MELLON, LONDON BRANCH**

Acting by its duly authorised signatories:



Signatory Name:

MICHAEL LEE
AUTHORISED SIGNATORY

Signatory Name:

[Signature Page - Supplemental Debenture ENERGIA CUSTOMER SOLUTIONS NI LIMITED]