



Registration of a Charge

LLP name: **A SHADE GREENER (BOILERS) LLP**

LLP number: **OC377912**

Received for Electronic Filing: **05/11/2015**



X4J11Y10

Details of Charge

Date of creation: **30/10/2015**

Charge code: **OC37 7912 0004**

Persons entitled: **PROJECT FINANCE INVESTMENTS (UK) LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF**

**COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

KIRSTY MCLEAN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC377912

Charge code: OC37 7912 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2015 and created by A SHADE GREENER (BOILERS) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 5th November 2015 .

Given at Companies House, Cardiff on 6th November 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 30 OCTOBER 2015

(1) A SHADE GREENER (BOILERS) LLP

(2) PROJECT FINANCE INVESTMENTS (UK) LIMITED
(as Lender)

DEBENTURE


Pinsent Masons

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THIS DEED is made on 30 OCTOBER 2015

BETWEEN:-

- (1) **A SHADE GREENER (BOILERS) LLP** a limited liability partnership established in England and Wales (registered number OC377912) and having its registered office at Harness Grove, Darfoulds, Worksop S80 3DS (the "**Chargor**"); and
- (2) **PROJECT FINANCE INVESTMENTS (UK) LIMITED**, a limited company incorporated under the laws of England and Wales and with registration number 9838893 with its office at Munro House, Portsmouth Road, Cobham, England KT11 1PP (the "**Lender**").

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Account"	means any account opened or maintained by the Chargor at any bank or financial institution
"Assigned Account"	means any Project Account (as defined in the Facility Agreement) of the Chargor (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Lender and the Chargor to be an Assigned Account
"Charged Property"	means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Lender by or pursuant to this Deed
"Default Rate"	means the rate specified in Clause 2.2
"Event of Default"	has the meaning given to that term in the Facility Agreement
"Facility Agreement"	means the term loan facility agreement dated on or about the date hereof between (1) A Shade Greener (Boilers) LLP as borrower; and (2) the Lender
"Finance Documents"	has the meaning given to it in the Facility Agreement
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures and "Fixture" shall be construed accordingly

"Insurances"	means, together with those insurance policies details of which are set out in Schedule 3 (<i>Details of Material Insurances</i>), any policy of insurance or assurance
"Intellectual Property"	means together with, but not limited to, the intellectual property details of which are set out in Schedule 4 (<i>Details of Intellectual Property</i>), any of the following:- <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (b) any invention, copyright, design right or performance right; (c) any trade secrets, know-how and confidential information; and (d) the benefit of any agreement or licence for the use of any such right
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland
"Loose Plant and Equipment"	means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment
"LPA"	means the Law of Property Act 1925
"Manufacturer's Warranty"	has the meaning given to that term in the Facility Agreement
"Members"	has the meaning given to it in the Facility Agreement
"Members Loan Agreements"	means any loan agreement entered into or to be entered into between any Member (as lender) and the Chargor (as borrower)
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Notice of Assignment"	means a notice of assignment in substantially the form set out in Schedule 5 (<i>Form of Notice of Assignment of Insurance</i>), Schedule 6 (<i>Form of Notice of Assignment of Assigned Accounts</i>), Schedule 7 (<i>Form of Notice of Assignment of Specific Contract</i>) or in such form as may be specified by the Lender
"Party"	means a party to this Deed
"Payment Plan"	has the meaning given to that term in the Facility Agreement
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Regulations"	means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/2336) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them
"Related Rights"	means in relation to any Charged Property: <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that Charged Property; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property; (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and (d) any moneys and proceeds paid or payable in respect of that Charged Property
"Secured Obligations"	has the meaning given to it in the Security Trust and Intercreditor Deed
"Secured Party"	has the meaning given to it in the Security Trust and Intercreditor Deed
"Securities"	means all the right, title and interest of the Chargor, now or in the future, in any:- <ul style="list-style-type: none"> (a) stocks, shares, bonds, Deeds, loan stocks, or other securities issued by any person; (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, Deeds, loan stocks or other securities or investments issued by any person; and (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Documents"	has the meaning given to it in the Facility Agreement
"Security Trust and Intercreditor Deed"	means the security trust and intercreditor deed dated on or around the date of this Deed and made between (1) the Lender, (2) Stewart James Davies and Rotherham Holdings Limited (as original subordinated creditors), and (3) A Shade Greener (Boilers) LLP (as borrower)
"Shares"	means all of the shares in the capital of each of the companies specified in Schedule 2 (<i>Details of Shares</i>) and any Shares in the capital of any Subsidiary owned by the Chargor or held by any nominee on behalf of the Chargor at any time, held by, to the order of or on behalf of, the Chargor at any time
"Specific Contracts"	<p>means:</p> <ul style="list-style-type: none">(a) each Members Loan Agreement;(b) each Payment Plan;(c) each Manufacturer's Warranty; and <p>each other agreement designated in writing by the Borrower and the Lender as a Specific Contract.</p>
"Transaction Security"	means the Security created or expressed to be created in favour of the Lender pursuant to the Security Documents

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Security Trust and Intercreditor Deed shall have the same meanings in this Deed.

1.3 Interpretation

The principles of interpretation set out in clause 1.2 of the Security Trust and Intercreditor Deed shall apply to this Deed insofar as they are relevant to it and in this Deed, unless the context otherwise requires, a reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Finance Document or other agreement or instrument and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

2.1 Secured Obligations

The Chargor covenants that it will on demand of the Lender pay and discharge any or all of the Secured Obligations when due.

2.2 Interest

The Chargor covenants to pay interest to the Lender upon any sum demanded in accordance with Clause 2.1 (*Secured Obligations*) until payment (both before and after any judgment) at two per cent. above the rate applicable to that sum immediately before demand (or, if there was no such applicable rate, at two per cent. above the Lender's base rate) (the "**Default Rate**").

3. CHARGES

3.1 Mortgages and Fixed Charges

As a continuing security for payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Lender all its right, title and interest from time to time in each of the following assets:-

- 3.1.1 by way of first legal mortgage all Land which is described in Schedule 1 and all other Land now vested in the Chargor;
- 3.1.2 by way of first fixed charge all other Land now vested in the Chargor (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by the Chargor after the date of this Deed;
- 3.1.3 by way of equitable mortgage or (if or to the extent that this Deed does not take effect as a mortgage) by way of first fixed charge the Shares;
- 3.1.4 by way of first fixed charge:-
 - (a) the Securities;
 - (b) the Intellectual Property;
 - (c) the Monetary Claims;
 - (d) the Fixed Plant and Equipment;
 - (e) the Loose Plant and Equipment;
 - (f) the Accounts (other than the Assigned Accounts);

- (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment;
- (h) to the extent not effectively assigned by Clause 3.3 (*Assignments*), the Specific Contracts, the Insurances, the Assigned Accounts, all other agreements to which the Chargor is a party and all Related Rights in respect of such Charged Property; and
- (i) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Lender by way of first floating charge the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of the Chargor situated in Scotland.

3.3 Assignments

As continuing security for payment and discharge of the Secured Obligations, the Chargor with full title guarantee assigns absolutely in favour of the Lender, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of the Secured Obligations, its right, title and interest from time to time in each of the following assets:-

- 3.3.1 the Specific Contracts;
- 3.3.2 the Insurances; and
- 3.3.3 the Assigned Accounts;

together with all Related Rights in respect of such Charged Property, provided that the Chargor is entitled until the occurrence of an Event of Default which is continuing to exercise all rights assigned under this Clause 3.3 (*Assignments*) (subject to the terms of the Finance Documents).

3.4 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Lender.

3.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Lender may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- 4.1.1 an Event of Default has occurred and is continuing; or

4.1.2 the Lender reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

4.1.3 the Lender considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge (or, in the case of Clause 4.2.2 below, the specific assets impacted by the relevant action) if:-

4.2.1 the Chargor creates or attempts to create any Security (other than Permitted Security (as defined in the Facility Agreement) over any of the Charged Property; or

4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or

4.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor, over all or any part of its assets, or if such person is appointed.

4.3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

4.3.1 the obtaining of a moratorium; or

4.3.2 anything done with a view to obtaining a moratorium

under Schedule A1 to the Insolvency Act 1986.

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

The Chargor shall, promptly following the date of this Deed, deliver (or procure delivery of) Notices of Assignment duly executed by, or on behalf of, the Chargor:-

5.1.1 in respect of each Specific Contract, to each counterparty to a Specific Contract and shall promptly deliver (or procure delivery of) a Notice of Assignment following its entry into any further Specific Contract after the date of this Deed;

5.1.2 in respect of the Insurances, to each of its insurers and shall promptly deliver (or procure delivery of) a Notice of Assignment following the purchase any further Insurance after the date of this Deed;

5.1.3 in respect of each Assigned Account, to the Account Bank and shall promptly deliver (or procure delivery of) a Notice of Assignment following the designation at any time by the Lender of any Account as an Assigned Account; and

- 5.1.4 in respect of any other asset which is the subject of an assignment pursuant to Clause 3.3 (*Assignments*), promptly upon the request of the Lender from time to time,

and in each case shall:

- (a) use reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Assignment is addressed; and
- (b) promptly deliver to the Lender:
 - (i) a copy of each Notice of Assignment along with evidence satisfactory to the Lender that the Notice of Assignment has been delivered to the relevant party (and an acknowledgment by the party to whom such Notice of Assignment is addressed will constitute sufficient evidence); and
 - (ii) any acknowledgements received by it under paragraph (a) above.

5.2 Notices of Charge

- 5.2.1 The Chargor shall if requested by the Lender from time to time promptly deliver (or procure delivery of) notices of charge (in form and substance satisfactory to the Lender) duly executed by, or on behalf of, the Chargor to each of the banks or financial institutions with which any of the Accounts are opened or maintained.
- 5.2.2 The Chargor shall use reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Assignment is addressed (in form and substance satisfactory to the Lender) and shall promptly deliver to the Lender:
- (a) a copy of such notice of charge along with evidence satisfactory to the Lender that the notice of assignment has been delivered to the relevant party (and an acknowledgment by the party to whom such notice of assignment is addressed will constitute sufficient evidence); and
 - (b) any acknowledgements received.
- 5.2.3 The execution of this Deed by the Chargor and the Lender shall constitute notice to the Lender of the charge created over any Account opened or maintained with the Lender (including, for the avoidance of doubt, any Assigned Account) by or pursuant to this Deed.

5.3 Delivery of Documents of Title

The Chargor shall upon the execution of this Deed (or, if later, upon receipt or entitlement thereof), and upon the acquisition by the Chargor of any interest in any Land deliver (or procure delivery) to the Lender of either:-

- 5.3.1 all deeds, certificates and other documents relating to such Land (which the Lender shall be entitled to hold and retain); or
- 5.3.2 an undertaking from the Chargor's solicitors (in form and substance acceptable to the Lender) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Lender.

5.4 Application to the Land Registry

The Chargor and the Lender shall apply to the Land Registry for the following to be entered on the registered title to any Land now or in the future owned by it:-

5.4.1 a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of [*insert name of Lender*] referred to in the charges register (Form P)".

5.4.2 a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by this Deed in favour of Project Finance Investments (UK) Limited has been created for the purpose of securing such further advances.

5.5 Delivery of Share Certificates

The Chargor shall:-

5.5.1 on the date of this Deed, deposit with the Lender (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms relating to the Shares (stamped and executed in blank by or on behalf of the applicable Chargor); and

5.5.2 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, deliver to the Lender (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (stamped and executed in blank on behalf of the applicable Chargor) in respect of such stocks, shares, warrants or other securities as the Lender may request.

5.6 Intellectual Property

The Chargor shall, if requested by the Lender and at the Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Lender may require and do all acts that the Lender may require to perfect the Security taken by, or to record the interest of, the Lender in any registers relating to any registered Intellectual Property.

6. RESTRICTIONS AND FURTHER ASSURANCE

6.1 Security

The Chargor undertakes that it shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 22.10 (*Negative pledge*) of the Facility Agreement.

6.2 Disposal

The Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as permitted by clause 22.11 (*Disposals*) of the Facility Agreement.

6.3 Further assurance

The Chargor shall promptly do whatever the Lender requires to:-

- 6.3.1 perfect or protect the Security created or expressed to be created by this Deed, or its priority; or
- 6.3.2 facilitate the realisation of the Charged Property or the exercise of any rights vested in the Lender or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction.

7. SHARES AND SECURITIES

7.1 Shares: Before an Event of Default

Prior to the occurrence of an Event of Default which is continuing, the Chargor shall:-

- 7.1.1 pay all dividends, interest and other monies arising from the Shares into an Assigned Account; and
- 7.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Finance Documents.

7.2 Shares: After an Event of Default

After the occurrence of an Event of Default which is continuing, the Lender may at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):-

- 7.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 7.2.2 apply all dividends, interest and other monies arising from the Shares in accordance with Clause 13 (*Application of Moneys*);
- 7.2.3 transfer the Shares into the name of such nominee(s) of the Lender as it shall require; and
- 7.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Charged Property, to concur or participate in:-
 - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
 - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in such manner and on such terms as the Lender may think fit, and the proceeds of any such action shall form part of the Charged Property.

7.3 Securities and Shares: Payment of Calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by the Chargor in such payment, the Lender may, if it thinks fit, but shall be under no obligation to do so and shall not suffer any liability for any failure to, make such payment on behalf of the Chargor in which case any sums paid by the Lender shall be reimbursed by the Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate notified to the Chargor by the Lender.

7.4 Securities: Delivery of Documents of Title

After the occurrence of an Event of Default which is continuing, the Chargor shall promptly on the request of the Lender deliver (or procure delivery) to the Lender, and the Lender shall be entitled to retain, all of the Securities and any certificates and other documents of title representing the Securities to which the Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Lender may request (in such form and executed as the Lender may require) with a view to perfecting or improving its security over the Securities or to registering any Securities in its name or the name of any nominee(s).

7.5 Securities: Exercise of Rights

The Chargor shall not exercise any of their respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Lender, would prejudice the effectiveness of, or the ability of the Lender to realise, the security created by or pursuant to this Deed.

8. ACCOUNTS

8.1 Accounts: Notification and Variation

The Chargor, during the subsistence of this Deed:-

8.1.1 shall promptly deliver to the Lender on the date of this Deed (and, if any change occurs after the date of this Deed, on that date), details of each Account maintained by it with any bank or financial institution (other than with the Lender); and

8.1.2 shall not, without the Lender's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account unless such account closure is notified in advance to the Lender.

8.2 Accounts: Operation Before an Event of Default

The Chargor shall, prior to the occurrence of an Event of Default which is continuing, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than an Assigned Account).

8.3 Accounts: Operation After an Event of Default

After the occurrence of an Event of Default which is continuing the Chargor 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 Lender.

8.4 Assigned Accounts

8.4.1 The Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account except with

the prior consent of the Lender or as expressly permitted pursuant to the terms of the Finance Documents.

8.4.2 The Lender shall, upon the occurrence of an Event of Default which is continuing, 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:-

- (a) demand and receive all and any monies due under or arising out of each Assigned Account; and
- (b) exercise all such rights as the Chargor were then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Deed, exercise.

8.5 Accounts: Application of Monies

The Lender shall, upon the occurrence of an Event of Default which is continuing 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 Clause 13 (*Application of Moneys*).

9. MONETARY CLAIMS

9.1 No dealing with Monetary Claims

The Chargor shall not at any time during the subsistence of this Deed, without the prior written consent of the Lender or as permitted pursuant to the terms of the Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

9.2 Proceeds of Monetary Claims

The Chargor shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account (and, where required under the Finance Documents, an Assigned Account).

10. INSURANCES

10.1 Insurances: Undertakings

The Chargor shall at all times during the subsistence of this Deed:-

- 10.1.1 keep the Charged Property insured in accordance with the terms of the Finance Documents;
- 10.1.2 if required by the Lender, cause each Insurance relating to the Charged Property other than any Insurances which have been the subject of a Notice of Assignment pursuant to Clause 5 (*Perfection of Security*) to contain (in form and substance satisfactory to the Lender) an endorsement naming the Lender as sole loss payee in respect of all claims;
- 10.1.3 promptly pay all premiums and other moneys payable under all its Insurances or procure that such is done and promptly upon request, produce to the Lender a copy of each policy and evidence (acceptable to the Lender) of the payment of such sums (or procure that such is done); and
- 10.1.4 if required by the Lender, provide a copy of all Insurances relating to the Charged Property to the Lender.

10.2 Insurance: Default

If the Chargor defaults in complying with Clause 10.1 (*Insurance: Undertakings*), the Lender may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Lender in doing so shall be reimbursed by the Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*).

10.3 Application of Insurance Proceeds

All moneys received under any Insurance relating to the Charged Property shall, prior to the occurrence of an Event of Default, be applied in accordance with the terms of the Finance Documents. After the occurrence of an Event of Default which is continuing the Chargor shall hold such moneys upon trust for the Lender pending payment to the Lender for application in accordance with Clause 13 (*Application of Moneys*) and the Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Charged Property.

11. DEMAND AND ENFORCEMENT

11.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

- 11.1.1 the occurrence of an Event of Default which is continuing; or
- 11.1.2 any request being made by the Chargor to the Lender for the appointment of a Receiver or an administrator, or for the Lender to exercise any other power or right available to it.

11.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Lender may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following:-

- 11.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 11.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA;
- 11.2.3 to the extent that any Charged Property constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18; and
- 11.2.4 subject to Clause 12.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property; and
- 11.2.5 appoint an administrator of the Chargor.

11.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 11.2 (*Powers on enforcement*), the Lender or any Receiver appointed by the Lender may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

11.4 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Lender, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Lender shall have taken possession or appointed a Receiver of the Charged Property.

11.5 Delegation

The Lender may delegate in any manner to any person any rights exercisable by the Lender under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Lender thinks fit and provided always that the Lender shall have exercised due care in the selection of such a delegate, it shall not be bound to supervise and shall have no liability for any act or omission on the part of such delegate.

12. RECEIVERS

12.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Lender under this Deed shall be in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the case of the removal of an administrative receiver).

12.2 Removal

The Lender may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

12.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

- 12.3.1 of the Lender under this Deed;
- 12.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- 12.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 12.3.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and
- 12.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

12.4 Receiver as agent

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until the Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Lender.

12.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

12.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Lender and the maximum rate specified in section 109(6) of the LPA shall not apply.

13. APPLICATION OF MONEYS

13.1 Application of moneys

All sums received by virtue of this Deed and/or any other Security Documents by the Lender or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 13.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Lender as agent for the Secured Parties and/or as trustee in relation to the Security Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
- 13.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender or any Receiver;
- 13.1.3 **thirdly**, in or towards payment of the Secured Obligations in accordance with the Security Trust and Intercreditor Deed;
- 13.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

and section 109(8) of the LPA shall not apply.

14. POWER OF ATTORNEY

14.1 Appointment

The Chargor irrevocably and by way of security appoints:-

- 14.1.1 the Lender (whether or not a Receiver has been appointed);
- 14.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Lender; and
- 14.1.3 (as a separate appointment) each Receiver,

severally as the Chargor's attorney and attorneys with power, following the occurrence of an Event of Default which is continuing, to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Deed, or which the Lender in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling the Lender or the Receiver to exercise any of its rights or powers under this Deed.

14.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 14.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 14.1 (*Appointment*).

15. CONSOLIDATION

15.1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Lender and each Secured Party may at any time after this Deed has become enforceable, without notice to the Chargor, combine or consolidate all or any accounts which it then has in relation to the Chargor (in whatever name) and any Secured Obligations owed by the Chargor to the Lender or that Secured Party, and/or set-off or transfer any amounts standing to the credit of one or more accounts of the Chargor in or towards satisfaction of any Secured Obligations owed it on any other account or otherwise.

15.2 Application

The Lender's and each Secured Party's rights under Clause 15.1 (*Combination of accounts*) apply:-

- 15.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;
- 15.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 15.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Lender and the relevant Secured Party may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 15.2.4 in respect of any Secured Obligations owed by the Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

16. PROTECTION OF THIRD PARTIES

16.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Lender, as varied and extended by this Deed, and all other powers of the Lender, shall be deemed to arise (and the Secured Obligations shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

16.2 Purchasers

No purchaser from or other person dealing with the Lender, any person to whom it has delegated any of its powers, or the Receiver shall be concerned:-

- 16.2.1 to enquire whether any of the powers which the Lender or a Receiver have exercised has arisen or become exercisable;
- 16.2.2 to enquire whether the Secured Obligations remain outstanding or whether any event has happened to authorise the Receiver to act; or
- 16.2.3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

16.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Lender, any other Secured Party, any Receiver or any person to whom any of them have delegated any of their powers.

17. PROTECTION OF THE LENDER, THE SECURED PARTIES AND ANY RECEIVER

17.1 No liability

None of the Lender, the other Secured Parties, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of:

- 17.1.1 any cost, liability, expense, direct, indirect or consequential loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed;
- 17.1.2 the exercise of, or the failure to exercise, any judgement, discretion or power given to it by or in connection with any of the Finance Documents, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Finance Documents or the Transaction Security; or
- 17.1.3 any shortfall which arises on the enforcement of the Transaction Security and in any event the Lender shall not be responsible for consequential losses.

17.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Lender, any Receiver or any of their respective officers or employees liable:-

- 17.2.1 to account as mortgagee in possession;
- 17.2.2 for any loss on realisation; or
- 17.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Lender or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession.

17.3 Interest

The Chargor shall pay interest at the Default Rate on the sums payable under this Clause 17 (*Protection of the Lender, the Secured Parties and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

17.4 Indemnity out of the Charged Property

The Lender, the other Secured Parties, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses, losses and liabilities referred to in clause 12 (*Other Indemnities*) of the Security Trust and Intercreditor Deed.

17.5 No fiduciary duties

Nothing in this Deed constitutes the Lender as an agent, trustee or fiduciary of the Chargor.

17.6 Continuing protection

The provisions of this Clause 17 (*Protection of the Lender, the Secured Parties and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

18. PROVISIONS RELATING TO THE LENDER

18.1 Powers and discretions

The rights, powers and discretions given to the Lender in this Deed:-

- 18.1.1 may be exercised as often as, and in such manner as, the Lender thinks fit;
- 18.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and
- 18.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

18.2 Certificates

A certificate by an officer of the Lender:-

- 18.2.1 as to any amount for the time being due to the Secured Parties or any of them; or
- 18.2.2 as to any sums payable to the Lender under this Deed,

shall (save in the case of manifest error) be conclusive and binding upon the Chargor for all purposes.

18.3 Assignment

The Lender may assign this Deed to any successor in title to any of the Secured Obligations or to a replacement Lender appointed in accordance with the provisions of the Security Trust and Intercreditor Deed, and each Secured Party may assign its interest in this Deed in whole or in part to any successor in title to any of the Secured Obligations, and the Lender and any Secured Party may disclose any information in its possession relating to the Chargor, its affairs or the Secured Obligations to any actual or prospective assignee.

18.4 Trusts

The perpetuity period for any other constituted by this Deed shall be 125 years.

18.5 Provisions of the Security Trust and Intercreditor Deed

The provisions of the Security Trust and Intercreditor Deed shall apply to the Lender's rights and duties and the resignation of the Lender as if set out in this Deed.

19. PRESERVATION OF SECURITY

19.1 Continuing Security

This Deed shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

19.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Lender or any other Secured Party may have now or at any time in the future for or in respect of any of the Secured Obligations.

19.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Lender or any other Secured Party) including:-

- 19.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;
- 19.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any person;
- 19.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 19.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;

- 19.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- 19.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- 19.3.7 an insolvency, liquidation, administration or similar procedure.

19.4 **Immediate recourse**

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

19.5 **Appropriations**

Until the Facility Discharge Date, the Lender and each Secured Party may:-

- 19.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or, subject to Clause 13.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the same; and
- 19.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor on or account of the Secured Obligations.

19.6 **New Accounts**

If the Lender or any other Secured Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of the Chargor, the Lender and the relevant Secured Party or Secured Parties may close the current account or accounts and/or open a new account or accounts for the Chargor. If the Lender or any other Secured Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by the Chargor to the Lender or that Secured Party shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Obligations.

19.7 **Tacking**

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Lender confirms on behalf of the Lenders that the Lenders shall make further advances to the Chargor on the terms and subject to the conditions of the Finance Documents.

20. **RELEASE**

20.1 **Release**

Upon the irrevocable and unconditional payment and discharge in full of the Secured Obligations and the termination of all facilities which might give rise to Secured

Obligations, the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargor:-

20.1.1 release the Charged Property from this Deed; and

20.1.2 re-assign the Charged Property that has been assigned to the Lender under this Deed.

20.2 Reinstatement

If the Lender considers that any amount paid or credited to any Secured Party under any Finance Document (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

20.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Obligations have been irrevocably and unconditionally paid and discharged; and

20.2.2 the liability of the Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

20.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

21. MISCELLANEOUS PROVISIONS

21.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

21.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

21.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

21.2 Information

The Lender may from time to time seek from any other person having dealings with the Chargor such information about the Chargor and their affairs as the Lender may think fit and the Chargor authorises and requests any such person to provide any such information to the Lender and agrees to provide such further authority in this regard as the Lender may from time to time require.

21.3 Counterparts

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

21.4 Deeds of accession

Each of the parties agrees that each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed.

22. NOTICES

22.1 Communications in Writing

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

22.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

22.2.1 in the case of the Chargor, that identified with its name below;

22.2.2 in the case of the Lender, that identified with its name below,

or any substitute address, fax number, or department or officer as the Party may notify to the Lender pursuant to Clause 14.3 (*Addresses*) of the Security Trust and Intercreditor Deed (or the Lender may notify to the other Parties, if a change is made by the Lender) by not less than five Business Days' notice.

22.3 Delivery

22.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 22.2 (*Addresses*) of this Deed or Clause 14.3 (*Addresses*) of the Security Trust and Intercreditor Deed if addressed to that department or officer.

22.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

22.4 English language

22.4.1 Any notice given under or in connection with this Deed must be in English.

22.4.2 All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Lender or Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

23. **GOVERNING LAW**

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

24. **ENFORCEMENT**

24.1 **Jurisdiction of English Courts**

24.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

24.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.

24.1.3 This Clause 24.1 (*Jurisdiction of English Courts*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Deed.

Schedule 1

DETAILS OF LAND

REGISTERED LAND

None

UNREGISTERED LAND

None

Schedule 2

DETAILS OF SHARES

None

Schedule 3

DETAILS OF MATERIAL INSURANCES

Employers Liability Insurance – policy number BMCMC 681 8431

Business Combined Insurance - policy number BMCB 6911 906

Excess Public Liability Insurance – policy number XSZ30502751

Schedule 4

DETAILS OF INTELLECTUAL PROPERTY

None

Schedule 5

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To: [Insurer]

Date:

Dear Sirs

Notice of Assignment over Insurances

1. We give you notice that, under a debenture dated 2015 entered into by us (and others) in favour of Project Finance Investments (UK) Limited as Lender (the "**Lender**"), we have assigned to the Lender by way of security all of our present and future right, title and interest in and to [insert details of insurances concerned] (the "**Insurance**").
2. We will remain liable for our obligations under the Insurance. The Lender has no obligations under it.
3. You should continue to give all relevant notices under the Insurance to us, in each case unless and until you receive written notice from the Lender to the contrary, in which event notices shall be given to, the Lender or as it directs.
4. We have agreed with the Lender not to terminate or amend the Insurance or to waive any of its terms without the consent of the Lender.
5. We instruct you to:
 - 5.1 pay all monies payable by you to us under the Insurance, other than set out in 5.2 below, to our Borrower Account unless and until you receive written notice from the Lender to the contrary, in which event you should make all future payments as then directed by the Lender;
 - 5.2 pay all monies payable by you to us under the Insurance in respect of Third Party Liability Insurances:
 - 5.2.1 directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
 - 5.2.2 (despite any policy term to the contrary) to the extent that you accept liability to indemnify the insured party in respect of the claims or secured obligations which the insured party has settled directly with the claimant, to the relevant insured party, unless the insured party is us, in which case such sums shall be paid as directed by the Lender; and
 - 5.3 disclose to the Lender, without further approval from us, such information regarding the Agreement as the Lender may from time to time request and to send it copies of all notices issued by you under the Insurance.
6. This instruction cannot be varied or terminated without the consent of the Lender.
7. In this Notice of Assignment:

"Primary Borrower Account" means the account named "Primary Borrower Account" held by us at National Westminster Bank account number 36701858 and sort code 60-

06-39 or such other replacement and/or substitute account as may be notified to you by the Lender from time to time.

"Secondary Borrower Account" means the account named "Secondary Borrower Account" held by us at National Westminster Bank account number 41937791 and sort code 60-06-39 or such other replacement and/or substitute account as may be notified to you by the Lender from time to time.

Please sign the enclosed acknowledgement and return it to the Lender at [] marked for the attention of [].

This notice and your acknowledgement shall be governed by and construed in accordance with English law.

.....

Member

for and on behalf of

[Borrower]

ACKNOWLEDGMENT OF ASSIGNMENT OVER INSURANCE

To: [•]

Attention: [•]

1. We acknowledge receipt of the notice dated [•] from [•] (the "**Notice**") [insert details of insurance concerned] (the Insurance);
2. We have not received notice that any other person has an interest in the Insurance;
3. We will comply with the instructions in the Notice;
4. We agree that no amendment or termination of the Insurance, not any waiver of its terms, will be effective unless it is approved by the Lender; and
5. We will not exercise any right of deduction or set off against payments owing by us under the Insurance unless they arise out of the Insurance itself.

Executed as a deed by

[Insurer]) Director

Acting by.....)

..... Director / Secretary

Date:

Schedule 6

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS

To: [Account Bank]

Date: []

Dear Sirs,

We give you notice that we have assigned and charged to Project Finance Investments (UK) Limited (the "**Lender**") all of our right, title and interest in and to account number [], account name [] (including any renewal or redesignation of the account) and all monies standing to the credit of that account from time to time (the "**Account**").

With effect following the Lender's notification to you that an Event of Default has occurred:

- (1) any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made to the Lender or to its order (with a copy to the Chargor); and
- (2) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Account belong to the Lender.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Lender at [] marked for the attention of [].

Yours faithfully

for and on behalf of
[CHARGOR]

[on copy only]

To: **LENDER**

Date: []

At the request of the Lender and [CHARGOR] we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Account (as described in those terms). We confirm that:-

- (1) the balance standing to the Account at today's date is [], no fees or periodic charges are payable in respect of the Account and there are no restrictions on (a) the payment of the credit balance on the Account or (b) the assignment of the Account to the Lender or any third party;
- (2) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Account and we will not, without the Lender's consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (b) amend or vary any rights attaching to the Account; and
- (3) we will act only in accordance with the instructions given by persons authorised by the Lender and we shall send all statements and other notices given by us relating to the Account to the Lender.

For and on behalf of []

By: []

Schedule 7

FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To: []

Date: []

Dear Sirs,

We give you notice that we have assigned and charged to Project Finance Investments (UK) Limited ("**Lender**") pursuant to a deed entered into by us in favour of the Lender dated [] all our right, title and interest in and to [details of contract] (the "**Contract**") including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:-

- (1) following the Lender's notification to you that an Event of Default has occurred all payments by you to us under or arising from the Contract should be made to the Lender or to its order as it may specify in writing from time to time;
- (2) all remedies provided for in the Contract or available at law or in equity are exercisable by the Lender;
- (3) all rights to compel performance of the Contract are exercisable by the Lender although the Company shall remain liable to perform all the obligations assumed by it under the Contract;
- (4) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Lender and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Lender's consent; and
- (5) you are authorised and instructed, without requiring further approval from us, to provide the Lender with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Lender as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Lender.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[CHARGOR]

[On copy only:]

To: **LENDER**

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice.

We further confirm that:-

- (1) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Lender; and
- (2) no termination of such rights, interests or benefits shall be effective unless we have given the Lender thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination.

For and on behalf of []

By: []

Dated: []

The Chargor

Executed and delivered as a deed
by **A Shade Greener (Boilers) LLP**
acting by a member, **Stewart James
Davies** or an authorised signatory in the
presence of a witness:



Member/Authorised Signatory

Witness signature:

Kirsty McEwan

Name:

KIRSTY MCEWAN

Address:

Solicitor PINSENT MASONS LLP
SOLICITORS
PRINCES EXCHANGE
1 EARL GREY STREET
EDINBURGH
EH3 9AQ

Occupation:

Address for service:

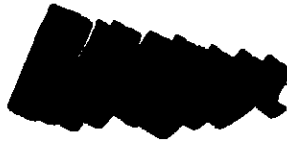
Sterling House, Maple Court, Maple Road,
Tankersley S75 3DP

Attention:

Stewart Davies

The Lender

SIGNED for and on behalf of
PROJECT FINANCE INVESTMENTS (UK)
LIMITED



Witness:



Name:

KIRSTY MCEWAN

Occupation: *Solicitor*

Address for service: *Muro House,*
Portsmouth Road, Cobham
Attention: *David Wilson* *KT11 1PP*
Fax:

PINSENT MASONS LLP
SOLICITORS
PRINCES EXCHANGE
1 EARL GREY STREET
EDINBURGH
EH3 9AQ