

MR01 W107502/03

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

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

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the cl
delivered outside of the 21 days it will be rejected unless it is acco
court order extending the time for delivery.



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

THURSDAY



SCT

S430BER4
12/03/2015
COMPANIES HOUSE

#23

1 Company details

Company number S C 1 8 0 8 7 4

Company name in full Summerston Energy Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 4 0 3 2 0 1 5

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

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

Name U.S. Bank Trustees Limited (as Security Agent)

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

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

Please limit the description to the available space.

Brief description

N/A

5

Other charge or fixed security

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

☒ **Yes**

☐ **No**

6

Floating charge

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**

7

Negative Pledge

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

☒ **Yes**

☐ **No**

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X  X

Partner for and on behalf of CMS Cameron McKenna LLP

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

MR01

Particulars of a charge



Presenter information

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

Contact name **Suzanne Hoggan**

Company name **CMS Cameron McKenna LLP**

Address **191 West George Street**

Post town **Glasgow**

Country/Region

Postcode **G 2 2 L D**

Country **United Kingdom**

DX **DX561475, Glasgow 16**

Telephone **0141 304 6119**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 180874

Charge code: SC18 0874 0020

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th March 2015 and created by SUMMERSTON ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2015.

Given at Companies House, Edinburgh on 16th March 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I CERTIFY THAT, SAVE FOR MATERIAL
REDACTED PURSUANT TO S.859G OF
THE COMPANIES ACT 2006, THIS COPY
INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL

[Signature]
For and on behalf of:

CMS Cameron McKenna LLP
191 West George Street, Glasgow G2 2LD

Date: *14/3/15*

C/M/S/

Law, Tax

DATE: *26 February &* 2015
4 March

ASSIGNATION IN SECURITY
relating to a Landfill Gas Agreement

Between

SUMMERSTON ENERGY LIMITED
as the Company

and

U.S. BANK TRUSTEES LIMITED
as Security Agent

CMS Cameron McKenna LLP
191 West George Street
Glasgow
G2 2LD
T +44 141 222 2200
F +44 141 222 2201

[illegible]

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY	2
3.	ASSIGNATION.....	2
4.	REPRESENTATIONS	3
5.	UNDERTAKINGS	4
6.	PROTECTION OF SECURITY	6
7.	ENFORCEABILITY AND SECURITY AGENT'S POWERS.....	6
8.	APPLICATION OF MONEYS	7
9.	FURTHER ASSURANCE.....	8
10.	POWER OF ATTORNEY.....	8
11.	MISCELLANEOUS	8
12.	SUPPLEMENTAL	9
13.	TRANSFER BY SECURITY AGENT	9
14.	FINANCE DOCUMENT.....	9
15.	GOVERNING LAW.....	10
16.	ENFORCEMENT	10

THIS ASSIGNATION is made by:

PARTIES

- (1) **SUMMERSTON ENERGY LIMITED**, a company incorporated under the laws of Scotland with registration number SC180874 whose registered office is at c/o Pinsent Masons LLP, Princes Exchange, 1 Earl Grey Street, Edinburgh, Midlothian, EH3 9AQ (the "**Company**"); and
- (2) **U.S. BANK TRUSTEES LIMITED** having its registered office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the "**Security Agent**")

BACKGROUND

- (A) The Company, the Security Agent and others entered into the Intercreditor Agreement (as defined below).
- (B) The Company is party to a landfill gas agreement between CLP 1991 Limited, Glasgow City Council and Caledonian Properties Limited dated 17 February, 11 May and 6 August 1999 and novated by CLP 1991 Limited to the Company pursuant to a deed of variation and novation dated 14 January 2000 (the "**Contract**").

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assignment:

Acceleration Event means a Credit Facility Acceleration Event, a Senior Secured Notes Acceleration Event, a Pari Passu Debt Acceleration Event, a Senior Unsecured Notes Acceleration Event or a Second Lien Debt Acceleration Event.

Intercreditor Agreement means the intercreditor agreement dated on or around the date of this Assignment and entered into by, amongst others, MEIF Luxembourg Renewables S.Á.R.L. as the Parent, MEIF Renewable Energy UK PLC as, inter alia, Senior Secured Notes Issuer, Elavon Financial Services Limited as RCF Agent and U.S. Bank Trustees Limited as Security Agent and Senior Secured Notes Trustee.

Party means a party to this Assignment.

Repeating Representation means each of the representations set out in Clause 4 (Representations).

Secured Assets means those assets of the Company assigned by Clause 3 (Assignment).

Secured Obligations has the meaning given to that term in the Intercreditor Agreement, excluding, for the avoidance of doubt, the Secured Liabilities under the Senior Unsecured Notes Documents.

Secured Parties has the meaning given to that term in the Intercreditor Agreement other than the Senior Unsecured Creditors.

Security Period means the period starting on the date of this Assignment and ending on the Senior Secured Discharge Date.

Senior Debt Documents means RCF Finance Documents, the Credit Facility Documents, the Senior Secured Notes Documents, the Pari Passu Debt Documents, the Second Lien Debt Documents and the Hedging Agreements.

1.2 Defined expressions

Defined expressions in the Intercreditor Agreement shall have the same meanings when used in this Assignment unless the context otherwise requires or unless otherwise defined in this Assignment.

1.3 Application of construction and interpretation provisions of the Intercreditor Agreement

Clause 1.2 (construction) of the Intercreditor Agreement applies to this Assignment as if it were expressly incorporated in it with any necessary modifications.

1.4 Inconsistency between Intercreditor Agreement provisions and this Assignment

This Assignment shall be read together with the Intercreditor Agreement, but in case of any conflict between the Intercreditor Agreement and this Assignment, unless expressly provided to the contrary in this Assignment, the provisions of the Intercreditor Agreement shall prevail.

1.5 Consent

The Company consents to registration of this Assignment for preservation.

2. COVENANT TO PAY

The Company hereby undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in accordance with the terms of the relevant Senior Debt Documents.

3. ASSIGNATION

3.1 Assignations and further assignations

The Company hereby assigns to the Security Agent as a continuing security for the payment of the Secured Obligations, subject to a proviso for re-assignment upon payment or discharge in full of the Secured Obligations, all rights, title and interests of every kind which now or at any later time it has to, in or in connection with, the Contract.

3.2 Continuing and additional security

3.2.1 The Security constituted by this Assignment shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

3.2.2 The Security constituted by this Assignment is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Assignment hold for any of the Secured Obligations, and this Security may be enforced against the Company without first having recourse to any other rights of the Security Agent or any other Senior Secured Party.

3.3 No obligations imposed on Security Agent

The Company shall remain liable to perform all obligations connected with the Secured Assets and the Security Agent shall not, in any circumstances, have or incur any obligation of any kind in connection with any item of the Secured Assets.

3.4 Notice of assignment

- (a) The Company shall, upon the written request of the Security Agent from time to time, give written notice of any assignment contained in Clause 3 (Assignment) to each other party to the Contract and any other person from whom any part of the Secured Assets is or may be due.
- (b) Any notice given pursuant to paragraph (a) above shall be in the form set out at Schedule 1.

3.5 Negative pledge

- (a) The Company shall not create or permit to subsist any Security over the Secured Assets, save as permitted by the Senior Debt Documents or with the prior consent of the Security Agent.
- (b) This Clause 3.5 (Negative pledge) is in addition to, and shall not be limited by, any provision of the Senior Debt Documents.

3.6 Disposals

The Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer or otherwise dispose of the whole or any part of the Secured Assets, save that the Company shall be entitled to dispose of Secured Assets which are at the relevant time not subject, or intended to be subject, to any fixed charge under any of the Senior Debt Documents in the ordinary course of business provided that any such transaction is on arm's length market terms.

3.7 Release of Security

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Senior Secured Party has any actual or contingent liability to advance further moneys to, or incur liability on behalf of, any Chargor, or as required to effect any transaction pursuant to clause 16.1 (Non-Distressed Disposals) of the Intercreditor Agreement, the Security Agent shall, at the request and cost of each Chargor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the property secured by this Assignment (or any part of it) from the Security constituted by this Assignment (including the return of any documents deposited with the Security Agent pursuant to this Assignment).

4. REPRESENTATIONS

4.1 General

The Company makes the representations and warranties set out in this Clause 4 (Representations) on the date of the Company's execution of this Assignment.

4.2 General Representations

- (a) It is the legal and beneficial owner of the Secured Assets free and clear from any security, mortgage, charge, assignment (or assignment) by way of security, pledge, lien, hypothecation, right of set-off, reservation of title arrangement, preferential right or other arrangement for the purpose of and having a similar effect to the granting of security, or other security interest of any kind;

- (b) It has not disposed of, or granted any rights over, any of the Secured Assets or any interest therein or released or agreed to release, any of its rights in or to any of the Secured Assets;
- (c) None of the Secured Assets are the subject of any claim, assertion, infringement, right, action or other restriction or arrangement of whatever nature which does or may impinge upon the validity, enforceability or ownership of the Secured Assets by the Company or their utilisation by the Company.

4.3 Validity and completeness of the Contract

- (a) The copy of the Contract delivered to the Security Agent in connection with this Assignment is a true and complete copy, and there does not exist any addendum, supplemental agreement or other document of any kind which has the effect of varying the terms of the Contract or of excluding, restricting or qualifying any right or interest which the Contract creates in favour of the Company;
- (b) The Contract is in full force and is binding on and enforceable against each of the parties to it, and no event has occurred or matter arisen as a result of which any party to the Contract is, may be or may later become entitled to rescind or terminate the Contract or to refuse or suspend performance of its obligations thereunder, or to raise any set-off or other defence in respect of such obligations; and
- (c) Without limiting the generality of paragraph (b), each of the Council and the Company is in compliance with its obligations under the Contract.

4.4 Repetition

The Repeating Representations are deemed to be made by the Company by reference to the facts and circumstances then existing on the first day of each Interest Period.

5. UNDERTAKINGS

5.1 General

The undertakings in this Clause 5 (Undertakings) shall remain in force throughout the Security Period except as the Security Agent may otherwise permit in accordance with the provisions of the Intercreditor Agreement.

5.2 Performance of obligations under the Contract

The Company shall:

- (a) observe and perform all its obligations and meet all its liabilities under or in connection with the Contract;
- (b) use its best endeavours to ensure performance and observance by the Company of its obligations and liabilities under the Contract; and
- (c) take any action, or refrain from taking any action, which the Security Agent may specify in connection with any breach, or possible future breach, of the Contract by it or any other party or with any other matter which arises or may later arise out of or in connection with the Contract.

5.3 No variation, release etc. of the Contract

The Company shall not, whether by a document, by conduct, by acquiescence or in any other way:

- (a) vary the Contract;
- (b) release, waive, suspend or subordinate or permit to be lost or impaired any interest or right forming part of or relating to the Contract;
- (c) waive any breach of the Contract;
- (d) rescind or terminate the Contract or treat itself as discharged or relieved from further performance of any of its obligations or liabilities under the Contract; and
- (e) purport to vary or revoke any notice or instruction relating to this Assignment which it has given or may later give to any person.

5.4 Payment of monies received under the Contract

After the occurrence of an Acceleration Event in respect of which the Security Agent has given written notice, the Company shall forthwith, upon receipt by the Company (or by any person acting on its behalf), pay over or transfer to the Security Agent (or as the Security Agent may direct) any moneys or other property which it (or any person acting on its behalf) may receive or recover in connection with the Contract and all property which may, directly or indirectly, represent, accrue on or be derived from any such moneys or property.

5.5 Action to protect validity of the Contract

The Company shall:

- (a) use its best endeavours to ensure that all interests and rights conferred by the Contract remain valid and enforceable in all respects and retain the priority which it was intended to have; and
- (b) without prejudice to its obligations under paragraph (a) above, take any action which the Security Agent may specify with a view to ensuring or protecting the validity, enforceability and/or priority of any such interest or right.

5.6 Action to enforce the Contract

The Company shall take any action which the Security Agent may direct for the purpose of enforcing (through legal process, arbitration or otherwise) any right which is part of, or which relates to, the Contract and, in the absence of any such direction, not take any such action.

5.7 Provision of information relating to the Contract

The Company shall forthwith:

- (a) inform the Security Agent if any breach of the Contract occurs or a serious risk of such a breach arises and of any other event or matter affecting the Contract which is material to the Security Agent or the Contract;
- (b) provide the Security Agent, promptly after service, with copies of all notices served on or by it under or in connection with the Contract;

- (c) provide the Security Agent with any information which it requests about the Contract, including copies of the Contract, or any matter relating to or affecting the Contract; and
- (d) generally provide the Security Agent and its officers and representatives with full and prompt cooperation and assistance relating to the Contract.

6. PROTECTION OF SECURITY

The Security Agent may, but shall not be obliged to, take any action which it may think fit for the purpose of protecting or maintaining the Security created or intended to be created by this Assignment or for any similar or related purpose.

7. ENFORCEABILITY AND SECURITY AGENT'S POWERS

7.1 Right to enforce security

If an Acceleration Event occurs:

- (a) the Security constituted by this Assignment shall immediately become enforceable; and
- (b) the Security Agent shall (subject only to any of the express restrictions or conditions contained in any of the following provisions of this Clause 7 (Enforceability and Security Agent's Powers)) be entitled then or at any later time or times to exercise the powers set out in Clause 7.2 (Right to take possession, sell etc) and in any other Senior Debt Document.

7.2 Right to take possession, sell etc

If the Security constituted by this Assignment has become enforceable, the Security Agent shall be entitled then or at any later time or times:

- (a) to exercise the powers possessed by it as assignee of any item of the Secured Assets conferred by Scots law (being the governing law of this Assignment) and the law of any country or territory in which the Secured Assets are physically present or deemed to be sited, the courts of which have or claim any jurisdiction in respect of the Company, the Contract or any other item of the Secured Assets including, without limitation, to sell or otherwise dispose of the Secured Assets or any part of them by way of private sale or public auction as the Security Agent shall think proper;
- (b) to exercise any right forming part of the Secured Assets, including any right to enforce the Security created by the Contract;
- (c) to collect and require payment of any amount payable under, or the right to which is assigned or charged by the Contract or which otherwise forms part of, the Secured Assets, and to take possession of any other Secured Assets;
- (d) to enter into any arrangement of any kind connected with the Contract, to vary, replace, novate or terminate the Contract;
- (e) to collect, recover and give good discharge for any moneys or claims forming part of, or arising in relation to, any item of the Secured Assets and to permit any brokers through whom collection or recovery is effected to charge the usual brokerage for the same;

- (f) to enter into all kinds of transactions for the purpose of hedging risks which have arisen, or which the Security Agent considers may arise, in respect of any item of the Secured Assets and of movements in exchange rates, interest rates or other risks of any kind;
- (g) to take over or commence or defend (if necessary using the name of the Company) any claims or proceedings relating to, or affecting, any of the Secured Assets which the Security Agent may think fit and to abandon, release or settle in any way any such claims or proceedings; and
- (h) generally, to enter into any transaction or arrangement of any kind and to do anything in relation to any of the Secured Assets which the Security Agent may think fit.

7.3 No liability of Security Agent

Neither the Security Agent nor any Receiver shall be liable in respect of any of the property charged by this Assignment or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default under the Senior Debt Documents.

7.4 No requirement to commence proceedings

Neither the Security Agent nor any other Secured Party will need to commence any proceedings under, or enforce any Security created by, any other Senior Debt Document before commencing proceedings under, or enforcing any Security created by, this Assignment.

8. APPLICATION OF MONEYS

8.1 General

All sums received by the Security Agent or any agent or nominee of it in respect of any transaction or arrangement under Clause 7.1 (Right to enforce security), Clause 7.2 (Right to take possession, sell etc) shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified in the Intercreditor Agreement notwithstanding any appropriation by the Company.

8.2 Application against Secured Obligations

Subject to Clause 8.1 above, any moneys or other value received or realised by the Security Agent from the Company under this Assignment may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

8.3 Suspense Account

Until the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received, recovered or realised pursuant to this Assignment or on account of the Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Company or the Security Agent as the Security Agent shall think fit) and the Security Agent may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

9. FURTHER ASSURANCE

- 9.1 Subject to the Agreed Security Principles, the Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
- 9.1.1 to perfect the Security created or intended to be created or intended to be created under or evidenced by this Assignment or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to this Assignment or by law; and/or
 - 9.1.2 to facilitate the realisation of the assets which are, or are intended to be, the subject of this Assignment.
- 9.2 Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Assignment.

10. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appoints the Security Agent, and any person nominated for this purpose by the Security Agent (in writing and signed by an officer of the Security Agent) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Assignment, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent under this Assignment or otherwise for any of the purposes of this Assignment, and the Company covenants with the Security Agent to ratify and confirm all such acts or things made, done or executed by that attorney. The power of attorney referred to in this Clause 10 may only be exercised following: (i) the occurrence of an Event of Default that is continuing; or (ii) a failure by any Company to carry out any further assurance or perfection obligation under this Assignment (and any grace period applicable thereto has expired), and, in the case of sub-paragraph (ii), only to the extent necessary in order to complete such further assurance or perfection obligations.

11. MISCELLANEOUS

11.1 Notices

Every notice, request, demand or other communication under this Assignment shall be served in accordance with clause 27 (Notices) of the Intercreditor Agreement.

11.2 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this Assignment will be conclusive and binding on the Company, except in the case of manifest error.

11.3 Invalidity

If any provision of this Assignment is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

11.4 No Set-off

Amounts paid by the Company under this Assignment shall be made free from set-off or counterclaim.

11.5 Amendments

Any amendment to this Assignment shall be made in accordance with the provisions of the Intercreditor Agreement.

12. SUPPLEMENTAL

12.1 No restriction on other rights

Nothing in this Assignment shall be taken to exclude or restrict any power, right or remedy which the Security Agent or any other Secured Party may at any time have under:

- (a) any other Senior Debt Document; or
- (b) the law of any country or territory the courts of which have or claim any jurisdiction in respect of the Company or any other item of the Secured Assets.

12.2 Exercise of other rights

The Security Agent may exercise any right under this Assignment before it or any other Secured Party has exercised any right referred to in paragraph (a) or (b) of Clause 12.1 (No restriction on other rights). No failure on the part of the Security Agent or any Secured Party to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Pledge or any other document relating to or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

12.3 Settlement or discharge conditional

Any settlement or discharge under this Assignment between the Security Agent or any other Secured Party and the Company shall be conditional upon no security or payment to the Security Agent or any other Secured Party by the Company or any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.

13. TRANSFER BY SECURITY AGENT

The Security Agent may:

- (a) assign any of its rights; or
- (b) transfer any of its rights and obligations

(including, in each case, any Secured Assets) under this Assignment in accordance with the provisions of the Intercreditor Agreement.

14. FINANCE DOCUMENT

This Assignment is a Finance Document.

15. **GOVERNING LAW**

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

16. **ENFORCEMENT**

- (a) The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment) (a "Dispute").
- (b) The Company accepts that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.
- (c) This Clause 16 (Enforcement) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF these presents consisting of this page and the preceding 9 pages are subscribed on behalf of the parties as follows:

Executed for and on behalf of **SUMMERSTON ENERGY LIMITED**

acting by EDWIN JOHN MURPHY Director/ Attorney)

in the presence of:)

Witness' signature:)

Witness' name:)

Witness' address:)

At: 6 DEER MILLS ROAD, WOODBRIDGE, SUFFOLK IP12 1RL

On: 4 - MARCH 2015

Executed for and on behalf of **U.S. BANK TRUSTEES LIMITED**

acting by [REDACTED] Authorised Signatory)

Name:)

Title:)

acting by [REDACTED] Authorised Signatory)

Name:)

Title:)

At: London **David Harnett** Authorised Signatory

On: 26 February 2015

SCHEDULE 1
FORM OF NOTICE OF INTIMATION
[TO BE PRINTED ON ASSIGNEE HEADED PAPER]

To: *[insert name and address of party being intimated]*

Dated: [●]

Dear Sirs

Re: Landfill Gas Agreement between Glasgow City Council, Summerston Energy Limited and Caledonian Limited dated 17 February, 11 May and 6 August 1999 (the "Agreement")

We notify you that we have assigned to U.S. Bank Trustees Limited (the "Security Agent") for the benefit of itself and certain other banks and financial institutions (the "Secured Parties") all our right, title and interest in the Agreement as security for certain obligations owed by us to the Secured Parties by way of an assignment in security dated [●].

We further notify you that:

1. you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
3. after receipt of written notice in accordance with paragraph 1 above, you must pay all moneys to which we are entitled under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

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

The provisions of this notice are governed by Scots law.

Yours faithfully

.....
for and on behalf of Summerston Energy Limited

[On acknowledgement copy]

To:

U. S. Bank Trustees Limited

[insert address of Security Agent]

Copy to: Summerston Energy Limited

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
for and on behalf of

[]

Dated: