

MR01

Particulars of a charge



Companies House

V1/13/097593
V97593/13

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 MR02

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 charge.
If the form is delivered outside of the 21 days it will be rejected unless it is
delivered with a 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.



LD3 27/05/2014 #42
COMPANIES HOUSE

TUESDAY

1 Company details

Company number S C 3 1 0 1 7 7

Company name in full OSSPOWER 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 2 2 0 5 2 0 1 4

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 GCP HYDRO 1 LIMITED

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.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Description

Continuation page

Please use a continuation page if you need to enter more details.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

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Trustee statement 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

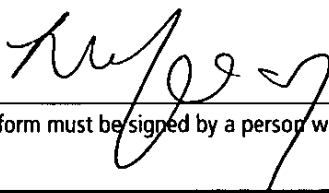
Signature

Please sign the form here.

Signature

Signature

X



X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name LINDSAY FAREY

Company name CMS CAMERON MCKENNA

Address MITRE HOUSE

160 ALDERSGATE STREET

Post town LONDON

County/Region

Postcode E C 1 A 4 D D

Country

DX

Telephone 020 7367 2371



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: 310177

Charge code: SC31 0177 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd May 2014 and created by OSSPOWER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th May 2014.

Given at Companies House, Edinburgh on 4th June 2014



Companies House



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

DATE: 22 May 2014

2014

DEBENTURE

(1) OSSPOWER LIMITED (as Chargor)

(2) GCP HYDRO 1 LIMITED (as Lender)

Reference: GCP001.00044

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

+44 20 7367 3000
+44 20 7367 2000

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER S.
859G COMPANIES ACT 2006

CMS Cameron McKenna

Date: 27.10.5.12014

CMS Cameron McKenna LLP,
Mitre House, 160 Aldersgate
Street, London EC1A 4DD

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THIS DEED is made on:

22 May 2014

2014

BETWEEN:

- (1) **OSSPOWER LIMITED**, a company incorporated in Scotland with company number SC310177 whose registered office is at c/o Andersons, 58 John Street, Penicuik, Midlothian EH26 8NE Scotland (the **Chargor**); and
- (2) **GCP HYDRO 1 LIMITED**, a company incorporated in England and Wales with company number 08975325 whose registered office is at Munro House, Portsmouth Road, Cobham, Surrey KT11 1PP United Kingdom (the **Lender**).

1. **INTERPRETATION**

1.1 **Expressly defined terms**

In this Deed the following defined terms apply:

Associated Rights means in relation to any asset all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset and all proceeds or sale and any other monies and proceeds paid or payable in respect of such asset;

Bank Balances means all monies (including interest) from time to time standing to the credit of any accounts which the Chargor holds or has an interest in with any bank, financial institution or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts;

Charged Accounts means those accounts brief particulars of which are set out in Schedule 2 (*Charged Accounts*) as such accounts may be re-designated and/or re-numbered from time to time and each other account designated as a Charged Account in writing by the Lender and the Chargor;

Charged Contracts means those contracts brief particulars of which are set out in Schedule 3 Part A (*Charged Contracts*) and each other contract designated as a Charged Contract in writing by the Lender and the Chargor;

Charged Debts means book and other debts, revenues and monetary claims and all other rights and claims charged to the Lender pursuant to Clause 3.1.6 (*First fixed charges in respect of book debts*);

COMI means centre of main interests (as that term is used in article 3(1) of the EC Regulation);

Companies Act means the Companies Act 2006;

Control Account means the account so described in Schedule 2 and any replacement account for the same from time to time;

Credit Agreement means the credit agreement made on or about the date of this Deed between the Chargor and the Lender;

Debt Service Reserve Account means the account so described in Schedule 2 and any replacement account for the same from time to time;

Default Rate means the rate determined in accordance with the provisions of clause 7.3 (*Default interest*) of the Credit Agreement;

Delegate means any delegate, agent, attorney or trustee appointed by the Lender;

Derivative Payment means in relation to any asset any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset;

Designated Chattels means all plant, machinery, equipment, vehicles and other chattels owned at any time by the Chargor and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels including, without limitation, the turbines, ancillary plant and apparatus forming the wind farm assets;

Discharge Date means the date with effect from which the Lender confirms in writing to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled;

Distribution Account means the account so described in Schedule 2 and any replacement account for the same from time to time;

Distribution Rights means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment;

Dividends means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment;

EC Regulation means The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings;

Enforcement Party means any of the Lender, a Receiver or a Delegate;

Establishment means in relation to the Chargor an establishment as that term is defined in relation to a debtor in article 2 (h) of the EC Regulation;

Fixed Charge Assets means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to Clause 3.1 (*Fixed charges*) or Clause 3.2 (*Assignments*);

Fixtures means any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of any Property;

Floating Charge Assets means at any time all of the Secured Assets which are at that time the subject of any floating charge created by this Deed;

Group means the Chargor, each of its Subsidiaries for the time being, its shareholders and any associated entities;

Insolvency Act means the Insolvency Act 1986;

Insurance Proceeds means the proceeds of any insurance claim received by the Chargor or to which the Chargor is entitled after deduction of:

- a) any reasonable expenses properly incurred in relation to the relevant claim and paid by the Chargor to any person which is not a member of the Group; and
- b) amounts properly paid to meet third party claims,

together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing;

Insurances means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained from time to time by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest including, without limitation, those set out in Schedule 3 Part B;

Investment means any negotiable instrument, certificate of deposit, share including the Shares or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of this Deed) owned at any time by the Chargor, in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

LPA means the Law of Property Act 1925;

Maintenance Account means the account so described in Schedule 2 and any replacement account for the same from time to time;

Party means a party to this Deed;

Property means:

- a) any freehold, leasehold or immovable property, wherever situated; and
- b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property;

from time to time owned by the Chargor or in which the Chargor has any right, title or interest and any reference to Property also includes a reference to each separate part or parts of such Property;

Receiver means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Deed in respect of the Chargor and/or the Secured Assets;

Secured Assets means the assets the subject of any Security created by this Deed;

Secured Obligations means all present and future obligations and liabilities (whether as principal or surety, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender, whatever their nature or basis, in any currency or currencies and however they are described, together with all interest thereon and costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under (in each case) the Finance Documents or any other document evidencing or securing any such obligations or liabilities;

Security means any assignment or assignation by way of security, mortgage, standard security, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;

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

Shares means all stocks, shares, debentures, bonds, warrants, coupons or other securities owned by the Chargor or in which the Chargor has an interest at any time;

Specified Bank Balances means all monies (including interest) from time to time standing to the credit of a Charged Account and all indebtedness represented by any such account;

Subsidiary has the meaning given in the Companies Act but with reference to the interpretation of a "holding company" and "subsidiary" a company shall be treated for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of

the Companies Act as a member of another company even if its shares in that other company are registered in the name of:

- a) another person (or its nominee) by way of security or in connection with the taking of security; or
- b) its nominee; and

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 Definitions and Interpretation from Credit Agreement

Unless otherwise expressly provided in this Deed:

- a) each term used in this Deed which is defined in the Credit Agreement shall have the same meaning as in the Credit Agreement; and
- b) the provisions of clause 1.2 (*Interpretation*) of the Credit Agreement shall apply *mutatis mutandis* to this Deed but as if references in clause 1.2 of the Credit Agreement to "this Agreement" were to this Deed.

1.3 Successors, Amendments etc

In this Deed:

- 1.3.1 without prejudice to any requirement to obtain prior written consent to the same any reference to:
 - (a) a party to this Deed shall include its successors, assignees and transferees from time to time;
 - (b) this Deed (or to any specified provision of this Deed) or to any other document shall be construed as references to this Deed, that provision or that document as from time to time amended or restated;
- 1.3.2 reference to any enactment shall be construed as references to such enactment as amended or extended or re-enacted.

1.4 Third Party Rights

No person other than an Enforcement Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed other than to the extent that this Deed or any other Finance Document expressly provides for the same.

1.5 Other

In this Deed:

- 1.5.1 Clause and Schedule headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed, references to Clauses and Schedules are to be construed as references to Clauses of and Schedules to this Deed and references to this Deed include its schedules;
- 1.5.2 The words 'including' or similar shall be construed so as to mean "including without limitation"; and
- 1.5.3 References to a regulation include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any agency, authority, central lender or government department or any self-regulatory or other national or supra-national authority.

1.6 Conflict with Credit Agreement

Where the provisions of this Deed conflict with rather than supplement the provisions of the Credit Agreement the provisions of the Credit Agreement will prevail.

1.7 Incorporation of other terms

The terms of the Finance Documents under which the Secured Obligations arise and of any side letters between the Chargor and the Lender relating to the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of the Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.8 Distribution Account

Notwithstanding the other terms of this Deed the Lender shall not be entitled to exercise rights under this Deed in relation to the Distribution Account or the Bank Balances or Associated Rights to the extent they relate to the Distribution Account until such time as the Lender has exercised its rights under Clause 18.2 (*Acceleration and Cancellation*) of the Credit Agreement.

2. PAYMENT AND APPROPRIATION

2.1 Covenant to pay

The Chargor, as primary obligor and not merely as surety, covenants with the Lender that it will pay, discharge and perform the Secured Obligations on demand in writing made on or at any time after the due date for payment therefore provided in the Finance Documents and, in

the absence of any specified due date, on demand in writing by the Lender and otherwise in the manner provided in the Finance Documents.

2.2 Appropriation

To the extent that:

- 2.2.1 At any time whilst an Event of Default is continuing or after any of the security conferred by this Deed has become enforceable in accordance with Clause 7 (*Enforcement*) the Lender shall be entitled to appropriate moneys and/or assets to the Secured Obligations in such manner or order as it sees fit subject to Clause 9 (*Payments*) and any such appropriation shall override any appropriation by the Chargor or any other person.
- 2.2.2 the Secured Assets at any time constitute "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Lender shall have the right to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Obligations and for this purpose the value of such financial collateral so appropriated shall be such amount as the Lender so determines having taken into account advice obtained from an independent investment or accountancy firm of national standing selected by it.

3. SECURITY

3.1 Fixed charges

The Chargor, as continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Lender the following assets:

3.1.1 First legal mortgage on specified Property

by way of first legal mortgage, all its Property as identified in Schedule 1 (*Details of Property*) together with all buildings and fixtures thereon and all Associated Rights in relation to such Property, buildings and fixtures;

3.1.2 First fixed charges in respect of other Property

by way of first legal mortgage:

- (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 (*First legal mortgage on specified Property*));
- (b) all Associated Rights in relation to its Property; and

- (c) any other rights, title or interest of the Chargor in Property, wherever situated,

and undertakes where required to do in writing by the Lender to enter into a Legal Charge in such form as the Lender, acting reasonably, may require in respect of any Property referred to in this Clause 3.1.2.

3.1.3 First fixed charges in respect of chattels

by way of first fixed charge:

- (a) the Designated Chattels to the extent not subject to a valid legal mortgage or valid fixed charge under or pursuant to the provisions of Clauses 3.1.1 (*First legal mortgage on specified Property*) or 3.1.2 (*First fixed charges in respect of other Property*); and
- (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it but which had it been so owned would have been charged by Clause 3.1.3(a); and
- (c) the benefit of all Associated Rights relating to any Designated Chattel or chattel charged by this Clause 3.1.3;

3.1.4 First fixed charge on Investments

by way of first fixed charge:

- (a) all Investments; and
- (b) all Distribution Rights from time to time accruing to or on such Investments;

3.1.5 First fixed charges in respect of Insurances

to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2 (*Assignments*) but are capable of being effectively charged by way of first fixed charge such Insurances and/or Insurance Proceeds;

3.1.6 First fixed charges in respect of book debts

by way of first fixed charge:

- (a) all book and other debts, revenues and monetary claims of or owing to the Chargor from time to time; and
- (b) all rights and claims of whatever nature at any time held or enjoyed by the Chargor against third parties and against any securities and guarantees in respect of such debts, revenues or monetary claims;

3.1.7 First fixed charge on the Charged Accounts, other Bank Accounts and Bank Balances

by way of first fixed charge:

- (a) its interest from time to time in the Charged Accounts;
- (b) all other bank accounts held by or on behalf of the Chargor from time to time; and
- (c) the Bank Balances;

3.1.8 First fixed charge on Intellectual Property

to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2 (*Assignments*), by way of first fixed charge all Intellectual Property from time to time owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);

3.1.9 First fixed charges in respect of Consents/Accreditation

to the extent that such consents and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clause 3.2 (*Assignments*) respectively by way of first fixed charge:

- (a) the benefit of all consents held or utilised by the Chargor in connection with its business or the use of any of its assets; and
- (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such consents or the Accreditation;

3.1.10 First fixed charge on contracts

to the extent that they do not fall within any other provision of this Clause 3.1 (*Fixed charges*) and are not effectively assigned under Clause 3.2 (*Assignments*), by way of first fixed charge:

- (a) all rights of the Chargor under each agreement or document to which the Chargor is a party;
- (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such agreement or document;

3.1.11 First fixed charge on goodwill

by way of first fixed charge, all the goodwill of the Chargor; and

3.1.12 First fixed charge on other Associated Rights

by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to this Deed.

3.2 Assignments

The Chargor as continuing security for the payment, discharge and performance of the Secured Obligations assigns, to the extent not charged under the respective provisions of Clause 3.1 (*Fixed charges*) absolutely to the Lender all its right, title and interest in and to the following assets:

3.2.1 Insurances and Insurance Proceeds

the Insurances and the benefit of all Insurance Proceeds;

3.2.2 Charged Accounts

the Charged Accounts and the Specified Bank Balances;

3.2.3 Intellectual Property

the Intellectual Property owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Lender shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default is continuing upon such terms as may be specified by the Lender;

3.2.4 Consents/Accreditation

all consents held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such consents or in respect of the Accreditation;

3.2.5 Charged Contracts

the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;

3.2.6 Associated Rights and Derivative Payments

any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (*Fixed charges*) of this Deed or valid assignment pursuant to Clauses 3.2.1 (*Insurances and Insurance Proceeds*) to 3.2.5 (*Charged Contracts*) and which relate to any of the assets of the Chargor,

whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to this Deed.

3.3 Floating charge

- 3.3.1 The Chargor as continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Lender by way of first floating charge all its undertaking, property, assets and rights whatsoever wherever located both present and future.
- 3.3.2 The floating charge created pursuant to this Deed is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Finance Documents in favour of the Lender as security for the Secured Obligations.
- 3.3.3 The floating charge created pursuant to this Deed is a qualifying floating charge for the purpose of paragraph 14 of schedule B1 to the Insolvency Act.
- 3.3.4 The Lender may at any time by notice in writing to the Chargor convert any floating charge created by this Deed into a fixed charge as regards such assets as it shall specify in the relevant notice if:
- (a) an Event of Default is continuing; or
 - (b) the Lender is of the view that:
 - (i) such assets are in danger of being seized;
 - (ii) any legal process or execution is being enforced against such assets;
 - (iii) such assets are otherwise in jeopardy; or
 - (iv) steps have been taken which would, in the reasonable opinion of the Lender, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.
- 3.3.5 By way of further assurance, the Chargor shall immediately following service of a notice under Clause 3.3.4 execute a fixed charge over such assets in such form as the Lender shall require.
- 3.3.6 The giving by the Lender of a notice pursuant to Clause 3.3.4 in relation to any class of the Chargor's assets will not be construed as a waiver or abandonment of the Lender's rights to give other similar notices in respect of any other class of assets or of any of the rights of any of the Lender under this Deed or under any of the other Finance Documents.

3.3.7 In addition to any circumstances in which any floating charge created under this Deed will crystallise automatically under the general law and without prejudice to the operation of Clause 3.3.4:

- (a) if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets without the prior written consent of the Lender; or
- (b) if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed (or the Lender receives notice of an intention to appoint any such official) in respect of the Chargor or any of its assets,

then and in any such event any floating charge created by this Deed shall without any notice requiring to be given immediately upon such event occurring be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets.

3.4 Miscellaneous

3.4.1 All the Security created by this Deed by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.4.2 Clauses 3.1.2 (*First fixed charge in respect of other Property*) to 3.1.12 (*First fixed charge on other Associated Rights*) inclusive shall be read and construed as if each asset described and each asset comprised within any category of asset described in each such Clause were expressed, separately and specifically to have been made subject to a first fixed charge and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.

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

4. FURTHER ASSURANCE

4.1 The Chargor shall (at its own expense):

- 4.1.1 do all such acts or execute all such documents (including assignments, conveyances, transfers, mortgages, charges, assurances, notices and instructions) as the Lender, acting reasonably, may specify and in such form as the Lender, acting reasonably, may require in favour of the Lender or its nominee(s):

- (a) to perfect the Security created or intended to be created or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed;
 - (b) to confer on the Lender Security over any property or assets of the Chargor located in England and Wales or any other jurisdiction equivalent or similar to the Security intended to be created or expressed to be created by this Deed; and/or
 - (c) to facilitate the realisation of the assets which are or are intended to be the subject of this Deed; and
- 4.1.2 take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes) 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 Lender by or pursuant to this Deed.
- 4.2 If any of the assets of the Chargor cannot be fully and effectively secured in the manner envisaged by this Deed without the consent of a third party:
 - 4.2.1 the Chargor must notify the Lender in writing immediately upon becoming aware of the same;
 - 4.2.2 this Deed will until such consent is received (whereupon such asset will be secured in the manner envisaged by this Deed in respect of assets of that type) secure all amounts which the Chargor may receive or has received in respect of that asset; and
 - 4.2.3 the Chargor must use all reasonable endeavours to obtain that consent as soon as practicable and once obtained will promptly provide a copy of that consent to the Lender.
- 4.3 The Chargor shall immediately upon execution of this Deed give notice of each charge or assignment of all its right, title and interest in and to:
 - 4.3.1 the Insurances, by sending a notice in the form of Part A of Schedule 4 (*Notices*);
 - 4.3.2 the Charged Contracts, by sending a notice in the form of Part B of Schedule 4 (*Notices*);
 - 4.3.3 the Charged Accounts, by sending a notice in the form of Part C Schedule 4 (*Notices*),

with such amendments in each case as the Lender may agree and/or shall procure that the Lender receives prompt acknowledgement of such notices in the form contemplated by Schedule 4 (*Notices*).

5. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Lender on the date of this Deed as follows:

5.1 Commercial benefit

It enters into this Deed in good faith and for the purposes of the promotion of the success of its business and has given due consideration to the terms and conditions of the documents evidencing the Secured Obligations and of this Deed and has satisfied itself that there are reasonable grounds for believing that by executing this Deed it will derive commercial benefit.

5.2 Priority of Security

Subject to registration of this Deed at Companies House and HM Land Registry the Security created by this Deed constitutes first priority Security over the assets which are expressed to be subject to such Security and those assets are not subject to any other Security.

5.3 Establishment

5.3.1 Its shareholders and their shareholdings are as set out in the Schedule to the Shares Charges;

5.3.2 For the purposes of the EC Regulation its COMI is situated in England and Wales.

5.4 Assets

5.4.1 The information provided by or on behalf of the Borrower to insurance brokers who have arranged any insurance on its behalf:

(a) was true and complete in all material respects at the date upon which it was given; and

(b) did not omit any material factual matter.

5.4.2 It holds no Shares and will not without the prior written consent of the Lender form any Subsidiaries or acquire any Shares.

5.5 Consents

It has given all notices required by the provisions of Clause 4.2.1.

5.6 Repeated representations

Each of the representations and warranties set out in this Clause 5 shall be deemed to be repeated on the same dates as the representations and warranties made pursuant to the Credit Agreement are repeated.

6. UNDERTAKINGS

Throughout the Security Period the Chargor undertakes to the Lender in the terms of the following provisions of this Clause 6.

6.1 Negative Pledge

It will:

- 6.1.1 comply with the provisions of Clauses 14.10 (*Negative Pledge*) and 14.11 (*Disposals*) of the Credit Agreement in relation to the Secured Assets as if the same were set out in full in this Deed;
- 6.1.2 without prejudice to the generality of Clause 6.1.1, not without the prior written consent of the Lender
 - (a) execute or agree to grant, vary or accept any surrender of any conveyance, transfer, lease or assignment or any other right of occupation or use of the Secured Assets;
 - (b) create any legal or equitable estate or other interest in over or relating to the Secured Assets;
 - (c) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any member of the Group;
 - (d) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (e) create or permit to arise any overriding interest, easement or right over the Property;
- 6.1.3 not without the prior written consent of the Lender enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- 6.1.4 not without the prior written consent of the Lender enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in this Clause 6.1.

6.2 Perform

It will at all times comply with the terms (express or implied) of this Deed, each other Finance Document and of all other agreements in writing constituting the Secured Obligations from time to time.

6.3 Observe covenants

It will observe and perform all covenants and stipulations from time to time on its part to be performed or observed and affecting any of the assets owned by it or in which it has an interest or which it uses or benefits from.

6.4 Observe laws

Subject as otherwise provided in Clause 14.6 (*Environment*) of the Credit Agreement, it will not do or omit to do or allow anything to be done in relation to the Secured Assets which would infringe any laws affecting (whether directly or indirectly) the Secured Assets and will (subject to giving prior written notice of the same to the Lender) comply with all notices, orders, injunctions and mandatory proposals served on it, issued or made by any local or other authority or governmental agency or by its landlords relating to any of the Secured Assets or its use of them and will serve within any relevant time limit any counter-notice necessary or desirable to preserve the value of any such Secured Assets.

6.5 Proceedings

At its own cost and expense it will use its best endeavours to enforce, institute, continue or defend all proceedings affecting the Secured Assets, their state or condition or continued use or value so as to preserve to the fullest extent the value to the Lender of the Security created by this Deed.

6.6 Centre of main interests

It will not move its COMI nor have any Establishment outside England and Wales.

6.7 Deposit of documents

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

- 6.7.1 all deeds and documents of title relating to the Property including counterpart leases, licences and any other deeds or documents necessary or desirable to assist the Lender to enforce the Security created by this Deed;
- 6.7.2 all policies of insurance in respect of which the proceeds of any claims are assigned or charged pursuant to this Deed; and
- 6.7.3 all such other documents relating to the Secured Assets as the Lender may from time to time reasonably require.

The Lender may retain any document delivered to it pursuant to this Clause 6.7 (*Deposit of documents*) or otherwise until the Discharge Date and if for any reason the Lender ceases to hold any such document before such time it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor shall immediately comply (or procure compliance) with such notice.

6.8 Property

- 6.8.1 It will not, other than with the consent of the Lender not to be unreasonably withheld or delayed:

- (a) in respect of any Secured Assets located now or at any time after the date of this Deed on Property of the nature referred to in paragraph (a) of the definition of Property, demolish, destroy or remove such Secured Assets or make any additions or structural alterations to such Secured Assets; or
 - (b) except as disclosed to and approved by the Lender on or prior to the date of this Deed, enter into any agreement with any local government, planning or regulatory authority to build roads or carry out other works;
- 6.8.2 It will comply with the terms of all authorisations and statutory and other requirements relating to the Property or its use of the same.
- 6.8.3 It will allow the Lender and those authorised by the Lender to enter the Property to remedy at the Chargor's cost the breach of any undertakings by the Chargor under the Finance Documents.
- 6.8.4 In relation to all present and future registered Property (and any unregistered Property subject to compulsory first registration at the date of this Deed) it will apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Property a restriction in the following terms:

"that no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of GCP Hydro 1 Limited, Company Number 08975325 referred to in the charges register or their conveyancer."

and where applicable notice of an obligation to make further advances.
- 6.8.5 It shall submit the relevant applications no later than the date of submission of the initial application for registration of the Security created by this Deed (or in the case of the Land Registry Form CH2 where applicable promptly following its later receipt of such form duly completed by the Lender) and pay all fees, costs and expenses incurred in connection with the applications.
- 6.8.6 The Lender in its absolute discretion may make any of the applications referred to in this Clause 6.8 in place of the Chargor. In such a case, the Chargor consents to the entry of the relevant restriction and will pay all fees, costs and expenses incurred in connection with the application.

6.9 Chattels

If so requested by the Lender it will place and maintain on each chattel the value of which exceeds £30,000 and which is expressed to be subject to a fixed charge under this Deed in a

conspicuous place an identification marking in the following terms and not conceal, alter or remove such marking or permit it to be concealed, altered or removed:

"Notice of Charge – This [specify the chattel] and additions and ancillary equipment are subject to a first fixed charge in favour of GCP Hydro 1 Limited, Company Number 08975325."

6.10 Investments

- 6.10.1 Without prejudice to the representation and warranty given in Clause 5.4.2, it will promptly upon receipt of them deliver to the Lender copies of all notices, circulars, letters, reports, accounts and other communications with shareholders relating to its holding of Investments.
- 6.10.2 It will pay all calls or other payments due and payable in respect of any of the Investments and if it fails to do so the Lender may pay the calls or other payments on its behalf.
- 6.10.3 Save with the prior written consent of the Lender it will not:
 - (a) take any action by or as a consequence of which the rights attaching to Investments are altered or diluted or the issued capital of any of the companies whose Investments are charged by this Deed is increased; nor
 - (b) participate in any rights issue relating to Investments; nor
 - (c) apply for or consent to the conversion of any Investments held in certificated form into uncertificated form.
- 6.10.4 Except where the Lender requires it to do so it will not nominate another person or persons to enjoy or exercise all or any of its rights as the registered holder of any Investments.
- 6.10.5 If the Lender requires it to do so, it will take all steps within its power to procure that any of the companies to which the Investments relate will make such changes to its respective articles of association as may be necessary pursuant to section 145 of the Companies Act to permit it to nominate the Lender or a nominee of the Lender to exercise or enjoy all or any of such Chargor's rights as a registered holder of the Investments of such company.
- 6.10.6 In respect of the Investments which are held within CREST or otherwise in uncertificated form, and any further Investments in uncertificated form which it subsequently acquires it will provide such information, give such instructions and enter into such documents as the Lender may reasonably require to perfect the Security created by this Deed over such Investments.

- 6.10.7 Immediately following the execution of this Deed it will deliver to the Lender (or as it shall direct) all bearer instruments, share certificates and other documents of title to or evidence of ownership of the Investments and/or the Distribution Rights owned by it or in which it has an interest together with (in the case of Investments, other than bearer instruments, held in certificated form) instruments of transfer in respect of each of the Investments executed in blank (except for the number and class of Investments and the name of the transferor) and left undated.
- 6.10.8 If it acquires Investments whether pursuant to its Distribution Rights or for any other reason after the date of this Deed, the provisions of Clause 6.10.3 and the remaining provisions of this Clause 6.10 shall apply to such Investments.
- 6.10.9 The Lender may at any time complete the instruments of transfer on behalf of the Chargor in favour of itself or such other person as it shall select and the Chargor shall procure that such instruments of transfer are immediately registered in the statutory registers of the relevant company and that share certificates in the name of the Lender and/or its nominee(s) in respect of the Investments to which such instrument of transfer relates are delivered to the Lender as soon as reasonably practicable, but in any event no later than 5 Business Days after the date upon which the Lender has delivered the relevant instrument of transfer.
- 6.10.10 Until the occurrence of an Event of Default but not after such occurrence while such Event of Default is continuing the Chargor will be entitled to receive and retain all Dividends and will be entitled to exercise all voting and other rights and powers attaching to the Investments, provided that it will not exercise any such voting rights or powers in a manner which would prejudice the value of or the ability of the Lender to realise the Security created by this Deed.
- 6.10.11 It shall give to the Lender reasonable notice of the manner in which it proposes to exercise the rights and powers referred to in Clause 6.10.10.
- 6.10.12 Throughout the period following the occurrence of an Event of Default and while it is continuing any Dividends will be received by the Chargor on trust for the Lender and paid into a separate account or otherwise dealt with as directed by the Lender and the Chargor shall if the Lender so requires, during such period exercise all voting and other rights and powers attaching to the Investments as the Lender shall direct.
- 6.10.13 At any time when any Investments are registered in the name of the Lender or its nominee:
- (a) for so long as there is no Event of Default which is continuing the Lender will (so far as is consistent with the Security created by this Deed) exercise any

applicable voting or other rights and powers in accordance with the directions of the Chargor and account to the Chargor for any Dividends; and

- (b) upon the occurrence of an Event of Default and while it is continuing the Lender may exercise or refrain from exercising such voting or other rights and powers as it thinks fit and may retain any Dividends but in any case the Lender will not be under any duty to ensure that any Dividends are duly and promptly paid or received by it or its nominee nor to verify that the correct amounts are paid or received by it or its nominee nor to take any action in connection with the taking up of any Distribution Rights in respect of or in substitution for any of those Investments.

6.11 Collection of book debts

- 6.11.1 It will collect (as agent for the Lender) all Charged Debts and pay into the Control Account all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Lender.
- 6.11.2 It will not without the prior written consent of the Lender charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so.
- 6.11.3 Without prejudice to Clauses 4.1 and 4.3 where Bank Balances are charged to the Lender pursuant to the provisions of Clause 3.1 (*Fixed Charges*) it will procure that any bank or financial institution with whom such Bank Balances are held receives a notice in the form set out in Part C of Schedule 4 and issues a receipt and confirmation in respect of that notice as provided in Part C of Schedule 4.
- 6.11.4 It will not except as permitted by the Credit Agreement in relation to the Operating Account and Distribution Account withdraw all or any monies from time to time standing to the credit of any Charged Account or any other Bank Balances charged to the Lender pursuant to the provisions of Clauses 3.1 (*Fixed Charges*).

6.12 Power to remedy

If the Chargor fails to comply with any of the covenants and undertakings set out or referred to in this Clause 6, it will allow (and irrevocably authorises) the Lender and/or such persons as the Lender nominates to take on behalf of the Chargor such action (including the making of payments) as is necessary to protect any relevant assets against the consequences of such failure to comply and/or to ensure compliance with such covenants and undertakings.

7. ENFORCEMENT

- 7.1 For the purposes of all powers implied by the LPA or any other applicable legislation the Secured Obligations shall be deemed to have become due and payable and this Deed will

become immediately enforceable and the powers of the Lender and any Receiver will become exercisable on the date of this Deed but, as between the Lender and the Chargor, the power of the Lender to enforce the Security created by this Deed shall be exercisable only upon the occurrence of an Event of Default and for so long as it is continuing (unless there has been a request from the Chargor to the Lender for the appointment of a Receiver in which case it will be exercisable at any time following the making of such request).

- 7.2 For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date of this Deed and section 103 of the LPA (restricting the power of sale) and section 93 of the LPA (restricting the right of consolidation) shall not apply to this Deed. The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of the LPA.
- 7.3 At any time after the Lender's power of sale has become exercisable the Lender may without further notice:
 - 7.3.1 appoint one or more than one person to be Receiver in respect of the Secured Assets or any of them and if more than one person is appointed as Receiver such appointees may act jointly and severally or individually;
 - 7.3.2 take possession of the Secured Assets; and/or
 - 7.3.3 in its absolute discretion enforce all or any part of the Security created by this Deed in such other lawful manner as it thinks fit.
- 7.4 The Lender may remove any person from appointment as Receiver and may appoint another person as Receiver.
- 7.5 The Lender may appoint an additional Receiver.
- 7.6 The Receiver will so far as the law permits be the agent of the Chargor and the Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Lender will not be responsible for any misconduct, negligence or default of the Receiver. The powers of the Receiver will continue in full force and effect following any liquidation of the Chargor.
- 7.7 The remuneration of the Receiver may be fixed by the Lender but will be payable by the Chargor and the amount of the remuneration will form part of the Secured Obligations.
- 7.8 The Receiver will have the power, on behalf and at the cost of the Chargor:
 - 7.8.1 to do or omit to do anything which he considers appropriate in relation to the Secured Assets; and

- 7.8.2 to exercise all or any of the powers conferred on the Receiver or the Lender under this Deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver) or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision) but so that if there is any ambiguity or conflict between the powers contained in such legislation and those contained in this Deed, those contained in this Deed shall prevail.
- 7.9 Without prejudice to the general powers set out in Clause 7.8 a Receiver will also have the powers and discretions set out in Schedule 5 (*Receiver's Specific Powers*).
- 7.10 The Lender or any Receiver may sever any Fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Obligations.
- 7.11 If the Lender or the Receiver obtains possession of the Property, the Lender or the Receiver may use and remove, store or sell any chattels on the Property whether or not forming part of the Secured Assets without being under any liability to the Chargor other than to account for their net proceeds of the sale. All costs, losses and liabilities incurred by the Lender or the Receiver in connection with the removal, storage and sale of such chattels will form part of the Secured Obligations.
- 7.12 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any Security affecting the Secured Assets or any of them which ranks in priority to the Security created by this Deed and the holder of such prior Security takes any steps to enforce such Security, the Lender or any Receiver may at its option take a transfer of or repay the indebtedness secured by such Security.
- 7.13 The Lender may, at any time after this Deed has become enforceable pursuant to this Clause 7 (*Enforcement*) exercise to the fullest extent permitted by law all or any of the powers, authorities and discretions conferred on a Receiver by this Deed, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed.
- 7.14 The Lender may in writing either in its appointment of a Receiver or by subsequent notice to that Receiver restrict the right of such Receiver to exercise all or any of the powers conferred on a Receiver by this Deed.
- 7.15 **No duty to enquire**
- A buyer from or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which such Enforcement Party has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Deed.

7.16 Receipt conclusive

The receipt of the Lender or any Receiver shall be an absolute and conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.

7.17 Lender's receipts

The Lender shall not be obliged to account to the Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or whom the Lender acting reasonably believes to be entitled) in accordance with the requirements of this Deed.

7.18 Exclusion of liability

7.18.1 No Enforcement Party will be liable to the Chargor for any expense, loss, liability or damage incurred by the Chargor arising out of the exercise by such Enforcement Party of its rights or powers or any attempt or failure to exercise those rights or powers except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.

7.18.2 No Chargor may take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed.

7.18.3 Any officer, employee or agent of any Enforcement Party may rely on this Clause 7.18 under the Third Parties Act.

7.19 No liability as mortgagee in possession

The Lender shall not nor shall any Receiver appointed as aforesaid by reason of it or the Receiver entering into possession of the Secured Assets or any part thereof be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable other than as a result of its gross negligence or wilful default. Every Receiver duly appointed by the Lender under the powers in that behalf herein contained shall be deemed to be the agent of the Chargor so far as the law permits. The Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Lender shall not incur any liability therefor (either to the Chargor or to any other person whatsoever) by reason of its making his appointment as such Receiver or for any other reason whatsoever other than as a result of its gross negligence or wilful default. Every such Receiver and the Lender shall be entitled to all the rights, powers, privileges and immunities by the LPA conferred on

mortgagees and receivers when such receivers have been duly appointed under the LPA and with the benefit of Clause 8.2 (*Application, Variation and Extension of Statutory Powers*).

7.20 Chargor's Indemnity

The Chargor agrees with the Lender to indemnify the Lender and any Receiver or Delegate on demand against any costs, Taxes, losses, liabilities or damage incurred by any of them in respect of:

- 7.20.1 the taking, holding, protection or enforcement of the Security created by this Deed;
- 7.20.2 any exercise of the rights, powers, discretions or remedies of, or vested in, any Enforcement Party or any attempt or failure to exercise those rights, powers, discretions or remedies; and
- 7.20.3 anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed.

8. APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS

- 8.1 The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind the Chargor only if in any case the relevant covenant imposes upon the Chargor a burden, liability or obligation that would not otherwise arise under this Deed.
- 8.2 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of Clause 7 (*Enforcement*)) the conditions set out in that section as to when the powers conferred on a mortgagee by that section arise do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed. The Lender and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.
- 8.3 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Lender in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed.
- 8.4 The restriction on the consolidation of mortgages in section 93 of the LPA does not apply to this Deed nor to any Security given to the Lender pursuant to this Deed. Section 109(1) of the LPA shall not apply to this Deed. Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Lender nor to a Receiver appointed under this Deed.
- 8.5 The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be

exercisable by the Chargor in relation to the Secured Assets or any part of them. The restrictions on the powers of the Lender or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this Deed.

9. PAYMENTS

9.1 Right of appropriation

Subject to the provisions of Clause 9.8 (*Recoveries by Receiver*), the Lender is entitled to appropriate money and/or assets to the Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Chargor.

9.2 No set-off by Chargor

The Chargor shall not exercise any right of set-off or counterclaim which it might have in respect of any payment due to the Lender under this Deed.

9.3 Lender's rights of set-off

The Lender may at any time after this Deed has become enforceable and without notice:

- 9.3.1 combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Lender;
- 9.3.2 set-off or transfer any sums standing to the credit of any one or more of such accounts; and/or
- 9.3.3 set-off any other obligation owed by the Lender to the Chargor (whether or not matured at such time) in or towards satisfaction of any of the Secured Obligations and if any amount is in a different currency from the amount against which it is to be set-off the Lender may convert either amount (or both) at any reasonable time and at any reasonable rate.

The Lender shall notify the Chargor in writing that any such transaction has taken place.

9.4 Suspense Account

The Lender may at any time credit to a suspense account any money received by it under this Deed to be held for so long as and on such terms as the Lender may determine pending its application towards discharging the Secured Obligations.

9.5 New account

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

9.6 Time deposit

Without prejudice to the provisions of Clause 9.3 (*Lender's rights of set-off*), if at any time the Chargor has made a deposit with HSBC Bank PLC on terms that it will be repaid on a specified date (a **Time Deposit**) then:

- 9.6.1 if the Lender has made any demand under Clause 2.1 (*Covenant to pay*), the Chargor will vary the terms of such Time Deposit so that it becomes repayable immediately or on any other date before such specified date; or
- 9.6.2 if an Event of Default has arisen which is continuing but no amount of Secured Obligations has fallen due before such specified date the Chargor will renew such Time Deposit for such further maturity as the Lender in its absolute discretion determines.

9.7 Calculations

The Lender's calculation of any amount payable by the Chargor under this Deed at any time will be conclusive.

9.8 Recoveries by Receiver

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

- 9.8.1 the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
- 9.8.2 any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all rents, Taxes, rates and outgoings whatever affecting the Secured Assets, all premiums on Insurances properly payable under this Deed or any applicable legislation, the cost of executing necessary or proper repairs to the Secured Assets and the payment of annual sums or other payments and the interest on all principal sums having priority to the Secured Obligations;
- 9.8.3 the remaining Secured Obligations in accordance with the provisions of the Finance Documents; and
- 9.8.4 the claims of those persons entitled to any surplus.

9.9 Tax gross-up

The provisions of Clause 8 (*Tax Gross Up and Indemnities*) of the Credit Agreement shall apply mutatis mutandis to any payments made by the Chargor under or pursuant to this Deed.

9.10 Currency conversion

All money received or held by the Lender or any Receiver under this Deed in a currency other than Sterling will be converted into Sterling for the purposes of ascertaining the satisfaction and discharge of the Secured Obligations at the spot rate of exchange of the Lender's main relationship bank then prevailing for purchasing Sterling with that other currency.

10. OTHER MISCELLANEOUS PROVISIONS**10.1 Continuing security**

- 10.1.1 The security constituted by this Deed shall be continuing and not satisfied by any intermediate payment of any part of any of the Secured Obligations but shall secure the ultimate balance of each of the Secured Obligations until irrevocable and unconditional satisfaction of the whole of the Secured Obligations.
- 10.1.2 The Security hereby given shall be in addition to and shall not be affected by any other mortgage, charge, pledge or lien now or hereafter held by the Lender for all or any of the Secured Obligations.
- 10.1.3 The rights of the Lender under this Deed are in addition to and not exclusive of those provided by law.
- 10.1.4 On the Secured Obligations and other moneys hereby secured having been irrevocably and unconditionally paid in full or otherwise satisfied to the satisfaction of the Lender the Lender shall at the request and cost of the Chargor execute and do all such deeds, acts and things as may be necessary to release the property charged or assigned by this Deed or such part thereof as may remain subject to the charges or assignment created from the security constituted by this Deed.
- 10.1.5 So that the Lender may claim against or prove in any bankruptcy or liquidation of the Chargor for the full amount of the Secured Obligations then owing by it, the Lender may:
 - (a) hold in a suspense account, until the Lender is satisfied all liabilities of the Chargor then due (whether by acceleration or otherwise) have been irrevocably paid and discharged in full, any moneys received, recovered or realised from or on account of the Chargor without being under any intermediate obligation to apply the same or any part thereof in or towards the discharge of the said amount;
 - (b) refrain from applying or enforcing any other security, money or rights held or received in respect of the Secured Obligations;

or apply the same in the manner and order as the Lender determines and the Chargor shall not be entitled to the benefit of the same until all the Secured Obligations have been irrevocably and unconditionally paid and discharged in full (taking into account any such monies which are not the subject of any potential clawback).

- 10.1.6 Where any discharge (whether in respect of this Deed, any other Security for the Secured Obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on bankruptcy or in administration or liquidation or otherwise without limitation, the liability of the Chargor under this Deed shall continue as if there had been no such discharge or arrangement in respect of such payment, security or other disposition and the Lender shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.
- 10.1.7 The Chargor will not without the prior written consent of the Lender hold any security from any other parties in respect of its liability hereunder and without prejudice to the foregoing any security held by the Chargor in breach of this provision is held on trust for the Lender.
- 10.2 Except where expressly stated to the contrary, the powers, rights and remedies provided in this Deed are in addition to (and not instead of) powers, rights and remedies under law.
- 10.3 If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises or partly exercises, a power, right or remedy once this does not mean that it cannot exercise such power right or remedy again, fully or in part.
- 10.4 The Lender may decide when and how to apply any payments and distributions received for its own account under this Deed, and also as between the Lender and the Chargor whether and if so when how and to what extent:
 - 10.4.1 to exercise its rights under this Deed; and
 - 10.4.2 to exercise any other right it might have in respect of the Chargor (or otherwise),
 without, in any case, the Chargor having the right to control or restrict the Lender's exercise of this discretion.
- 10.5 No provision of this Deed will interfere with the Lender's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.

- 10.6 The Chargor authorises the holder of any prior or subsequent Security to provide to the Lender and the Lender to receive from such holder details of the state of account between such holder and the Chargor.
- 10.7 If at any time there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any insolvency proceedings (or analogous proceedings) or for any other reason:
- 10.7.1 any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and/or
- 10.7.2 any such payment or any Security (or other right) held by the Lender in respect of any of the Secured Obligations (whether under this Deed or otherwise) is void, is set aside or is otherwise affected,
- then the Chargor's obligations under this Deed shall continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant Security (or other right) had not been held by the Lender and accordingly (but without limiting the Lender's other rights under this Deed) the Lender shall be entitled to recover from the Chargor the value which the Lender has placed upon such Security or the amount of any such payment as if such payment, settlement or discharge had not occurred.
- 10.8 If the Lender, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 10.7 then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.
- 10.9 To the extent that the Chargor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate or to the extent that in any such jurisdiction there may be attributed to the Chargor or its assets such immunity (whether or not claimed) it irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.
- 10.10 On the Discharge Date (but subject to Clauses 10.7 and 10.8) the Lender shall, at the request and cost of the Chargor, execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the Security created by this Deed.
- 10.11 The liability of the Chargor under this Deed shall not be discharged or otherwise prejudiced or affected by:

- 10.11.1 any present or future remedy, guarantee, indemnity, security or other right held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground;
 - 10.11.2 the Lender from time to time exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of the rights under this Deed;
 - 10.11.3 the Lender compounding with discharging, releasing or varying the liability of the Chargor or any other person or granting any time, indulgence or concession to the Chargor (as defined in the Credit Agreement) or any other person;
 - 10.11.4 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or
 - 10.11.5 any other act or omission which would not have discharged or otherwise prejudiced or affected the liability of the Chargor had it been primary obligor or by anything done or omitted which but for this provision might operate to discharge or otherwise prejudice or affect liability.
- 10.12 The Chargor has entered into this Deed in consideration of the Lender agreeing to provide (or to continue to provide) finance facilities to it on the terms agreed in the Finance Documents.
- 10.13 This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail (PDF) or telecopy shall be as effective as delivery of a manually executed counterpart of this Deed. In relation to each counterpart, upon confirmation by or on behalf of the signatory that the signatory authorises the attachment of such counterpart signature page to the final text of this Deed, such counterpart signature shall take effect together with such final text as a complete authoritative counterpart.
- 10.14 This Deed is intended to be a deed even if either party's execution is not in accordance with the formalities required for the execution of deeds.
- 10.15 If, at any time, any provision of this Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.
- 10.16 If either party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of the other party under this Deed (or under the relevant part).

- 10.17 This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other Security or guarantee which the Lender may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.
- 10.18 On each occasion that the Chargor submits this Deed or any counterpart to The Land Registry, the Chargor shall also submit a certified copy of this Deed and request the return of the original and upon the return of the original it shall deliver such original to the Lender.
- 10.19 This Deed and every counterpart is the property of the Lender.

11. ASSIGNMENT

- 11.1 The Chargor shall not assign, novate or otherwise deal with its rights or obligations under or interests in this Deed except with the prior written consent of the Lender.
- 11.2 Save as otherwise provided in the Credit Agreement, the Lender may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.
- 11.3 The Lender may disclose any information about the Chargor, the Secured Assets and/or this Deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests and any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been an original party to this Deed.

12. NOTICES

Clause 24 (*Notices*) of the Credit Agreement shall apply *mutatis mutandis* to this Deed.

13. ATTORNEY

- 13.1 The Chargor irrevocably and by way of security appoints the Lender and each Receiver and any person nominated for the purpose by the Lender or the Receiver (in writing, under hand, signed by an officer of the Lender or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13.2.
- 13.2 The power of attorney granted in Clause 13.1 allows the Lender, the Receiver or the relevant nominee, in the name of the Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under this Deed and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under this Deed or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights,

powers, authorities or discretions of the Lender or the Receiver under or otherwise for the purposes of this Deed.

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

14. GOVERNING LAW

- 14.1 This Deed and any non-contractual obligations in connection with this Deed shall be governed by and interpreted in accordance with English law.
- 14.2 The parties to this Deed irrevocably agree that any legal action or proceedings arising out of or in connection with this Deed against them or their assets shall be brought in the courts of England and submit to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF this Deed has been duly executed and delivered as a Deed by the Chargor and signed by the Lender on the date first appearing above.

SCHEDULES

SCHEDULE 1

DETAILS OF PROPERTY

SCHEDULE 2
CHARGED ACCOUNTS

	Name of designation of bank account	Account Holder	Number of bank account	Name of bank and branch at which account held
1.	Control Account	Osspower Limited	[REDACTED]	HSBC Bank PLC Sort Code: [REDACTED] IBAN: [REDACTED]
2.	Debt Service Reserve Account	Osspower Limited	[REDACTED]	HSBC Bank PLC Sort Code: [REDACTED] IBAN: [REDACTED]
3.	Operating Account	Osspower Limited	[REDACTED]	HSBC Bank PLC Sort Code: [REDACTED] IBAN: [REDACTED]
4.	Distribution Account	Osspower Limited	[REDACTED]	HSBC Bank PLC Sort Code: [REDACTED] IBAN: [REDACTED]

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SCHEDULE 3

Part A Charged Contracts

	Brief description of Charged Contract	Date of Charged Contract	Counterparties to Charged Contract (Include addresses for service of notices to those parties)
1.	Turbine Supply Contract	17 May 2011	Gilbert Gilkes & Gordon Limited Registered Number 0173768 Notices: UK Head Office, Canal Head North, Kendal, Cumbria LA9 7BZ
2.	Operational Services Agreement	1 July 2013	Certain of the Shareholders trading as 'Glenfalloch Estate' Notices: C/O Andersons, 58 St. John Street, Penicuik, Midlothian, EH26 8NE
3.	O&M Contract	On or around the date of this Deed	Gilbert Gilkes & Gordon Limited Registered Number 0173768 Notices: UK Head Office, Canal Head North, Kendal, Cumbria LA9 7BZ
4.	PPA	9 January 2013	SmartestEnergy Limited Registered Number 03994598 Notices: Dashwood House, 69 Old Broad Street, London EC2M 1QS
5.	ROO-FIT Contract	11 April 2012	SSE Energy Supply Ltd Registered Number 03757502 Notices: 55 Vastern Road, Reading, Berkshire, RG1 8BU

6.	Marubeni PCG	September 2012	<p>Marubeni Corporation</p> <p>Notices: General Manager, Overseas Power Project Dept. – IV, 4-2, Ohtemachi 1-Chome, Chiyoda- ku, Tokyo, Japan</p>
7.	Operational Services Administration Agreement	19 July 2013	<p>Temporis Power Limited</p> <p>Registered Number 08112301</p> <p>Notices: Thalia Power Limited, c/o Temporis Capital LLP, Berger House, 36-38 Berkeley Square, London W1J 5AE</p>
8.	Borrower Technical Adviser Appointment	17 May 2011	<p>Hydro-Gen Limited</p> <p>Registered Number 02584011</p> <p>Notices: Unit 12 Riverside Park, Station Road, Wimborne, Dorset, England BH21 1QU</p>

Part B
Insurances

	Policy Number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Period of Policy
1.	DKEN10134087	CNA Insurance Company Ltd Hammerensgade 6, 1st floor, 1267 Copenhagen K, Denmark	Wind Forest Consultancy Limited (Terrace Cottage, Newtown, Newbury, RG20 9AP)	Two 1MW Gilkes P301 TG twin jet Pelton Turbines together with related interconnection facilities, generator, pipework, switchgear, power house, intake weir, ancillary plant and apparatus situated at Ailt Fionn, Glenfalloch Estate, Crianlarich, Perthshire..	22 May 2014 to 22 May 2015.
2.	DKEN10134087	CNA Insurance Company Ltd Hammerensgade 6, 1st floor, 1267 Copenhagen K, Denmark	Wind Forest Consultancy Limited (Terrace Cottage, Newtown, Newbury, RG20 9AP)	Loss of revenue during the indemnity period (Annual revenue insured of £1,166,000).	22 May 2014 to 22 May 2015.
3.	DKEN10134087	CNA Insurance Company Ltd Hammerensgade 6, 1st floor, 1267 Copenhagen K, Denmark	Wind Forest Consultancy Limited (Terrace Cottage, Newtown, Newbury, RG20 9AP)	£5,000,000 per event but in the aggregate during the period of insurance in respect of pollution	22 May 2014 to 22 May 2015.

SCHEDULE 4

NOTICES

Part A

Insurances

To: [name and address of insurer]

Dear Sirs,

We, Osspower Limited, Company Number SC310177 (the **Chargor**), give you notice that by a Debenture dated [] (the **Debenture**) made by ourselves in favour of GCP Hydro 1 Limited, Company Number 08975325 (the **Lender**), we have charged by way of fixed charge and assigned to the Lender, as first priority chargee and assignee, all of our right, title and interest in and to and all rights and claims to which we are now or at any time hereafter may become entitled in relation to all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of us or (to the extent of our relevant interest) in which we have an interest including, without limitation, the policies of insurance noted below and replacements and all renewals and extensions thereof from time to time including all claims and sums assured and all bonuses, profits, returns of premium and other benefits or moneys of whatever nature which may at any time be or become payable to us or accrue to us under or in respect of the same (together the **Charged Interest**).

We irrevocably and unconditionally authorise and request you:

1. to give the confirmations, undertakings and agreements required by the Lender in the form of set out below and to act in accordance with the same and otherwise on the instructions of the Lender without any further reference to or authorisation from us; and
2. to note the Lender's interest as first chargee, assignee and sole loss payee of the proceeds of such Charged Interest.

Notwithstanding the Debenture or payment to the Lender in respect of the Charged Interest or anything else in this notice we and not the Lender or any receiver or delegate appointed by the Lender remain liable to perform all obligations assumed by us pursuant to the Charged Interest and in particular to pay all premiums in respect thereof.

Please sign the enclosed copy of this notice and deliver it to the Lender at 53/54 Grosvenor Street, London W1K 3HU for the attention of The Directors.

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

Yours faithfully,

..... Director
For and on behalf of Osspower Limited

Date:

Undernote - The Policies

	Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy
1.	[number]				
2.	[number]				
3.	[number]				
4.	[number]				
5.	[number]				

Form of Acknowledgement

To: GCP Hydro 1 Limited,
53/54 Grosvenor Street, London W1K 3HU

We [name of insurer] acknowledge receipt of notice dated [] from Osspower Limited in relation to the Charged Interest referred to therein including, without limitation, the following policies:

	Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy
1.	[number]				
2.	[number]				
3.	[number]				
4.	[number]				
5.	[number]				

We:

- confirm that we have not received notice of any previous assignment or charge by the Chargor of or over the Charged Interest to the extent held with us from time to time;
- undertake to disclose to the Lender promptly following request, without any reference to or further authority from the Chargor such information relating to the charged Interest as the Lender may at any time reasonably request
- agree promptly to notify the Lender of any request made or notification given by the Chargor to us, to cancel the policies comprising the Charged Interest to the extent held with us from time to time;
- undertake to pay all amounts due by us in respect of the Charged Interest from time to time to the following account:

Account Bank: [HSBC Bank PLC]

Account Name: Control Account

Sort Code: [40-05-30]

Account Number: [74433963]

or such other account as is notified to us in writing by the Lender from time to time, without set off or counterclaim.

5. confirm that the Lender is named as joint insured in respect of the policies comprising the Charged Interest and the Lender's interest as first chargee and assignee of the Borrower's interest in such policies has been noted and the Lender is named as loss payee of such policies.

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

Signed:.....
for and on behalf of [name of insurer]

Dated: [date]

Part B
Charged Contracts

To: [name and address of counterparty]

Dear Sirs,

Re: [here identify relevant Charged Contract] [the **Contract**] made between (1) Osspower Limited Company Number SC310177 (the **Chargor**) and (2) [insert name of counterparty]

We, the Chargor, give you notice that, by a debenture dated [] (the **Debenture**) and made by ourselves in favour of GCP Hydro 1 Limited Company Number [] (the **Lender**), we have charged by way of fixed charge and assigned to the Lender, as first priority chargee and assignee, all of our rights, title and interest in the Contract.

We further irrevocably and unconditionally:

1. notify you that we may not agree to amend, modify or terminate the Contract without the prior written consent of the Lender;
2. confirm that, subject to paragraph 1 above, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from the Lender but authorise and instruct you that after you have received such notice:
 - 2.1.1 we will cease to have any right to deal with you in relation to the Contract except in accordance with the instructions of the Lender and therefore from that time you should deal directly with the Lender; and
 - 2.1.2 we authorise and instruct you to procure that the Lender receives all our rights, titles, benefits and interest whatsoever present and future whether proprietary contractual or otherwise under or arising out of or evidenced by the Contract including the full benefit of all guarantees, indemnities, debentures, mortgages, charges and other security and all claims against insurers in respect of the same and all moneys from time to time becoming due or owing thereunder or in connection therewith;
3. authorise and instruct you to disclose information in relation to the Contract to the Lender promptly on request, without any enquiry by you as to the justification for such disclosure or reference to or further authority from us;

4. authorise and instruct you to pay or release all monies to which we are entitled under the Contract directly into the following account:

Account Bank: [HSBC Bank PLC]

Account Name: Control Account

Sort Code: [REDACTED]

Account Number: [REDACTED]

or, if the Lender so instructs you, into such other account as the Lender shall specify;

5. authorise and instruct you that, whenever you serve any notice upon us under the Contract, you should supply a copy of such notice to the Lender at the following address 53/54 Grosvenor Street, London W1K 3HU (or as otherwise notified to you by it from time to time); and
6. notify you that the provisions of this notice may only be revoked with the written consent of the Lender.

Please acknowledge receipt of this notice to the Lender in the form set out below.

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

Yours faithfully,

....., Director
for and on behalf of Osspower Limited

Date

To: GCP Hydro 1 Limited,
53/54 Grosvenor Street, London W1K 3HU

We [*name of counterparty*] acknowledge receipt of the foregoing notice dated [] by Osspower Limited in respect of the Contract referred to therein. We:

1. accept the instructions and authorisations set out in the notice and undertake to act in accordance with such instructions and authorisations; and

~~SECRET~~
~~SECRET~~

2. confirm that we have not received notice that the Chargor has assigned its rights under the Contract to a third party or created any other interest (whether by way or security or otherwise) in the Contract in favour of a third party. .

Signed:.....
for and on behalf of *{name of counterparty}*

Dated: []

Part C
Charged Accounts

To: [name and address of account bank] (the **Account Bank**)

Dated: [date]

Dear Sirs,

We refer to the following account including any re-designation and/or re-numbering from time to time of such Account (the **Account**)

Account Bank: []

Account No: []

Sort Code: []

Account Branch: [insert branch name and address]

Account Holder: Osspower Limited (the **Chargor**)

We, the Chargor, give you notice that, by a Debenture dated [] (the **Debenture**) by ourselves in favour of GCP Hydro 1 Limited (the **Lender**), we have charged by way of fixed charge to the Lender as first priority chargee the Account and all the monies (including interest) from time to time standing to the credit of the Account and all indebtedness represented by the Account and have assigned to the Lender all our rights and benefits in respect of the Account.

We irrevocably and unconditionally authorise and instruct you:

1. to hold all monies from time to time standing to the credit of the Account to the order of the Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect;
2. to disclose to the Lender such information relating to us and the Account as the Lender may from time to time request you to provide;
3. that all expenses relating to the maintenance of the Account and your costs and expenses in complying with our instructions in accordance with this notice shall be our responsibility.

We notify you that we may not withdraw any monies from the Account without first having produced to you the prior written consent of the Lender to such withdrawal.

The provisions of this notice may only be revoked or varied with the prior written consent of the Lender.

Please acknowledge this notice in the form of the acknowledgement below and deliver it to the Lender at 53/54 Grosvenor Street, London W1K 3HU for the attention of The Directors.

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

Yours faithfully,

..... Dated
for and on behalf of Osspower Limited

To: GCP Hydro 1 Limited,
53/54 Grosvenor Street, London W1K 3HU

We [Name of Account Bank] acknowledge receipt of the notice (the **Notice**) dated [] from Osspower Limited in respect of the following account, Account Bank [], Account Name [] and Sort Code []. We understand that Osspower Limited has assigned to you by way of security pursuant to a Debenture dated [] (the **Debenture**) all its rights, title and interest in and to the Account and the monies standing to its credit.

We acknowledge the instructions and authorisations contained in the Notice on the following basis:

1. nothing in the Notice should prevent us operating the Account in the ordinary course of banking business including, without limitation, collecting cheques and other payment orders by any medium, electronic or otherwise when accepting monies for the credit of the Account.
2. it is understood that we are authorised to act in accordance with the current mandate held by us in respect of the Account.
3. the Account shall be operated on the basis of our standard terms and conditions as varied from time to time.
4. all expenses for the maintenance of the Account and all expense arising under this arrangement shall be the responsibility of Osspower Limited and in the event that these are not otherwise met by Osspower Limited such expenses shall be debited directly by us to the Account.

We further confirm that subject to what we have said above:

- (a) we have not (without imposing any obligation on us to make any positive enquiries or searches) received a notice of previous assignments of, charges or other security interest in respect of the Account;

- (b) we will not save with your prior written consent exercise any right of combination, consolidation or set off which we may have in respect of the Account except with respect to returned or charged back items or our charges, fees and expenses with respect to the Account;
- (c) we will act in accordance with instructions given by the mandate referred to at paragraph 2 above.

This letter is governed by and shall be construed in accordance with English law and the English Courts shall have exclusive jurisdiction.

.....
for and on behalf of *[name and address of Account Bank]*

Dated: []

SCHEDULE 5
RECEIVER'S SPECIFIC POWERS

The Receiver will have full power and authority:

1. to enter upon and to take possession of the Secured Assets;
2. to collect and get in all rents, fees, charges or other income of the Secured Assets;
3. generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the Chargor or any part of it as he may think fit;
4. without restriction, to sell, charge, grant, vary the terms or accept surrenders of leases or tenancies of, licences to occupy or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this Deed;
5. to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
6. to take a lease or tenancy of any property required or convenient for the business of the Chargor or the exercise of the Receiver's powers under this Deed;
7. to exercise on behalf of the Chargor and without the consent of or notice to the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property;
8. for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any costs, losses or liabilities which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Lender or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit and whether to rank in priority to this Deed or not;
9. to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this Deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment;
10. in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the business of the Chargor or the Secured Assets as in any case he thinks fit;

11. to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Secured Assets;
12. to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets;
13. to obtain authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment;
14. to enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the Chargor or the Lender;
15. to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
16. to insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver thinks fit, and obtain bonds and give guarantees and Security to any bondsmen;
17. to remove, store, sell or otherwise deal with any chattels located at the Property;
18. to promote or establish any company or to acquire shares in any company (whether as a Subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this Deed, to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of his powers and to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;
19. to exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the Chargor and comprised in the Secured Assets in such manner as he thinks fit;
20. to make, or require the directors of the Chargor to make, calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital; and take action to enforce payment of unpaid calls;
21. to carry into effect and complete any transaction;
22. to redeem any prior Security (or procure the transfer of such Security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver; and

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

EXECUTED and delivered as a Deed by OSSPOWER LIMITED acting by

..... (Director)
 Sign Name

DAVID JOHN LINGS
 Print Name

In the presence of this witness:

..... (Director/Secretary)
 Sign Name
 Address:
 occupation:

ANDREA N3
 Print Name

EVERSHEDS LLP
 ONE WOOD STREET
 LONDON
 EC2V 7WS

Trainee

EXECUTED by GCP HYDRO 1 LIMITED acting by

..... (Director)
 Sign Name

NICK PARKER
 Print Name

In the presence of:

..... Sign Name

ROSS DAVIS
 Print Name

..... Address

CMS Cameron McKenna LLP
 Mitre House
 160 Aldersgate Street
 London EC1A 4DD

[REDACTED]

[REDACTED]

[REDACTED]

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