

MR01

Particulars of a charge



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 MR08.

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

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

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



S4YGV2B

SCT 12/01/2016 #469
COMPANIES HOUSE

TUESDAY

1 Company details

Company number

S	C	5	0	6	0	1	1
---	---	---	---	---	---	---	---

Company name in full HUB SW AYR DBFM CO LIMITED

For official use

→ **Filing 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

d	0	d	7	m	0	m	1	y	2	y	0	y	1	y	6
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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 NORDDEUTSCHE LANDESBANK GIROZENTRALE and its
successors in title, assignees and transferees

Name

Name

Name

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

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

MR01

Particulars of a charge

4 Brief description

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

Brief description

N/A.

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

Please limit the description to the available space.

5 Other charge or fixed security

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

☒ Yes

☐ No

6 Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7 Negative Pledge

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

☒ Yes

☐ No

8 Trustee statement ¹

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

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X



For and on behalf of CMS Cameron McKenna LLP

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Kayleigh Purves

Company name CMS Cameron McKenna

Address Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode E H 1 2 E N

Country

DX DX553001

Telephone 0131 226 3626



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:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [x] You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.
- ☒ [x] 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: 506011

Charge code: SC50 6011 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th January 2016 and created by HUB SW AYR DBFM CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2016.

Given at Companies House, Edinburgh on 22nd January 2016



Companies House



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

C/M/S'

Law. Tax

DATE: *7 January* 2016

**PROJECTCO DEBENTURE
RELATING TO
THE PROVISION OF AYR ACADEMY SCHOOL DEVELOPMENT PROJECT**

Between

HUB SW AYR DBFM CO LIMITED
(as Chargor)

and

NORDDEUTSCHE LANDESBANK GIROZENTRALE
(acting as Security Agent)

**THIS DEBENTURE IS SUBJECT TO THE TERMS OF A SECURITY TRUST AND
INTERCREDITOR DEED DATED ON OR AROUND THE DATE OF THIS DEBENTURE AND
MADE BETWEEN, AMONGST OTHERS, THE CHARGOR AND THE SECURITY AGENT**

CMS Cameron McKenna LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 131 228 8888
Ref: 0X4936.00007

UK - 210209155.3

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER
S.859G COMPANIES ACT 2006
am
Date: *12/1/2016*
CMS Cameron McKenna LLP,
Saltire Court, 20 Castle Terrace,
Edinburgh EH1 2EN

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	UNDERTAKING TO PAY	4
3.	CREATION OF SECURITY	5
4.	NOTICES	7
5.	REPRESENTATIONS	7
6.	UNDERTAKINGS	7
7.	CONSENTS	8
8.	INVESTMENTS	9
9.	WHEN SECURITY BECOMES ENFORCEABLE	11
10.	ENFORCEMENT OF SECURITY	11
11.	APPOINTMENT OF RECEIVER OR ADMINISTRATOR	12
12.	PROVISIONS APPLICABLE ON ENFORCEMENT	14
13.	POWER OF ATTORNEY	15
14.	APPLICATION OF PROCEEDS	15
15.	RELEASE OF SECURITY	16
16.	NEW ACCOUNTS	16
17.	EXPENSES AND INDEMNITY	16
18.	MISCELLANEOUS	16
19.	NOTICES	19
20.	CERTIFICATE	20
21.	GOVERNING LAW AND JURISDICTION	20
	SCHEDULE 1 FORM OF NOTICE FOR PROJECT DOCUMENTS	21
	SCHEDULE 2 FORM OF NOTICE TO INSURER	24

THIS DEBENTURE is made on 7th January 2016

BETWEEN:

- (1) **HUB SW AYR DBFM CO LIMITED**, a company incorporated in Scotland with Company Number SC506011 (the "Chargor"); and
- (2) **NORDDEUTSCHE LANDESBANK GIROZENTRALE** for itself and as security agent and trustee for the Secured Finance Parties (in that capacity, together with its successors, assignees and transferees in that capacity, the "Security Agent").

IT IS AGREED AS FOLLOWS:

- (A) The Finance Parties are willing to enter into certain finance arrangements with the Obligors (including the Chargor) on the terms and conditions set out in the Finance Documents. One of the conditions is that the Chargor enters into this Debenture.
- (B) The board of directors of the Chargor is satisfied that entering into this Debenture is for the purposes and to the benefit of the Chargor and its business.
- (C) This Debenture is a Debenture as defined in the Credit Agreement.
- (D) This Debenture shall take effect as a deed notwithstanding that any Party may execute it under hand.

1. DEFINITIONS AND INTERPRETATION

1.1 Incorporation of Definitions

Terms defined in the Credit Agreement shall, unless otherwise defined in this Debenture or unless a contrary indication appears in this Debenture, bear the same meaning when used in this Debenture.

1.2 Additional Definitions

In this Debenture, including within the recitals to this Debenture;

"Act": the Law of Property Act 1925;

"Book Debts": all book and other debts of any nature and all other rights to receive money now or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, security and indemnities of any kind;

"Collateral Regulations": the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226);

"Credit Agreement": the credit agreement entered into on or about the date of this Debenture and between, amongst others, the Chargor and the Security Agent;

"Debenture": this debenture;

"Insolvency Act": Insolvency Act 1986;

"Party": a party to this Debenture and "Parties" shall be construed accordingly;

"Receiver": an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Debenture;

"Scottish Assets": all undertaking, property, assets and/or rights of the Chargor whatsoever and wheresoever both present and future to the extent located in Scotland or otherwise governed by Scots law;

"Secured Obligations": all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any Obligor to any Secured Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in this Debenture contravening any law (including section 678 or 679 of the Companies Act 2006);

"Security": any security created by or pursuant to this Debenture;

"Security Assets": all assets of the Chargor the subject of any security created by or pursuant to this Debenture; and

"Security Period": the period beginning on the date of this Debenture and ending on the date (as confirmed in writing by the Security Agent) on which the Security Agent is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

1.3 **Security Trust Provisions**

The Security Agent holds the benefit of this Debenture on trust for itself and each other Secured Finance Party on the terms of the Finance Documents including, in particular, the Security Trust and Intercreditor Deed.

1.4 **Construction**

Unless a contrary indication appears, any reference in this Debenture to:

1.4.1 without prejudice to any requirement to procure consent to the same:

- (a) the **"Security Agent"**, any **"Finance Party"**, any **"Secured Finance Party"**, any **"Obligor"** and the **"Chargor"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees; and
- (b) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as modified (however fundamentally and whether or not more onerously) and includes all amendments, novations, assignments, assignations, extensions, restatements, amendments and restatements and supplements and also any change in the purpose of, any extension of or increase in any facility or addition of any new facility under that Finance Document or other agreement or instrument;

1.4.2 the singular includes the plural and vice versa;

1.4.3 a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, or partnership (whether or not having separate legal personality) of two or more of the foregoing;

1.4.4 a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a kind that is normally complied with by those to whom it is addressed) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- 1.4.5 "disposal" means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary, and "dispose" will be construed accordingly;
- 1.4.6 "document" includes any deed, instrument (including negotiable instrument) or other document of any kind;
- 1.4.7 a statute or a provision of law is a reference to that provision as amended or re-enacted;
- 1.4.8 a time of day is a reference to London time;
- 1.4.9 this Debenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- 1.4.10 any form of property or asset (including, without limitation, a Security Asset) shall include:
- (a) any part of that property or asset;
 - (b) the proceeds of sale of that property or asset; and
 - (c) any present and future properties, assets, revenues of and rights of every description of that type;
- 1.4.11 any matter "including" specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to "include" shall be construed accordingly);
- 1.4.12 the "winding-up", "dissolution" or "administration" of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;
- 1.4.13 Clauses and Schedules are to the Clauses and Schedules of this Debenture;
- 1.4.14 Clause and Schedule headings are for ease of reference only;
- 1.4.15 the words "other", or "otherwise" and "whatsoever" shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- 1.4.16 words defined in the Companies Act 1985 (as amended) or, to the extent enacted, the Companies Act 2006 shall bear the same meaning when used in this Debenture;
- 1.4.17 any undertaking of the Chargor under this Debenture shall remain in force during the Security Period;
- 1.4.18 this Debenture includes the recitals and the schedules to this Debenture;
- 1.4.19 any obligation of the Chargor to do something shall include an obligation to procure the same to be done and any obligation not to do something shall include an obligation not knowingly to permit, suffer or allow the same;
- 1.4.20 the term financial collateral means financial collateral in terms of the Collateral Regulations;
- 1.4.21 to an account shall include any sub-account of such account;

1.4.22 to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

- (a) any dividend, interest or other distribution paid or payable;
 - (b) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (c) any right against any clearance system; and
 - (d) any right under any custodian or other agreement,
- in relation to that stock, share, debenture, bond, warrant, coupon or other security or investment; and

1.4.23 a "clearance system" for the purposes of this Debenture means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person.

1.5 If the Security Agent (acting reasonably) considers that an amount paid to a Secured Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Debenture.

1.6 Security Agent's Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent may, unless otherwise provided, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons therefore, but in any event the Security Agent shall act in accordance with the Security Trust and Intercreditor Deed.

1.7 The Security Agent shall not be liable for any loss caused to any party for the failure to act as set out in this Debenture or otherwise in the event it does not receive an instruction (in accordance with the Security Trust and Intercreditor Deed) to so act.

1.8 The terms of the Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.9 Third Party Rights

Any person who is not a party to this Debenture has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Debenture, except that any Receiver and Secured Finance Party may enforce any term of this Debenture that is expressed to be for its benefit or in its favour.

1.10 Delivery

In relation to this Debenture its date of delivery is the date stated on the front cover of this Debenture.

2. UNDERTAKING TO PAY

2.1 The Chargor, as principal debtor and not just as guarantor or surety, undertakes to the Security Agent that it will pay or discharge the Secured Obligations when the same become due for

payment or discharge in terms of the Finance Documents whether by acceleration or otherwise and, in the absence of any specified due date for payment or discharge of the same in terms of the Finance Documents, will pay the same on demand by the Security Agent.

3. CREATION OF SECURITY

General

3.1 The Security Interest created pursuant to this Debenture:

- 3.1.1 is created in favour of the Security Agent for itself and as agent and security trustee for each other Secured Finance Party;
- 3.1.2 is created over present and future assets of the Chargor;
- 3.1.3 is a continuing security for the payment of all the Secured Obligations; and
- 3.1.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 The Chargor, as security for payment and discharge of the Secured Obligations:

- 3.2.1 assigns absolutely all of the Chargor's rights, title and interest in respect of all amounts standing to the credit of any account (including, without limitation, the Project Accounts) it has with any person and its interest in the debt represented by any such account;
- 3.2.2 to the extent not already assigned pursuant to Clause 3.2.1, charges by way of first fixed charge all of its rights, title and interest in respect of all amounts standing to the credit of any account (including, without limitation, the Project Accounts) it has with any person and its interest in the debt represented by any such account;
- 3.2.3 charges by way of a first fixed charge:
 - (a) all Book Debts and other debts;
 - (b) all other moneys due and owing to it (including, without limitation, any Compensation and any amounts owing to it under any Hedging Document); and
 - (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item referred to in paragraphs (a) and/or (b) above;
- 3.2.4 assigns absolutely all of its rights, title and interest (including without limitation in all claims and returns of premium) in respect of any sums payable to it pursuant to any policy of insurance including, without limitation, any Insurance;
- 3.2.5 to the extent not already assigned pursuant to Clause 3.2.4 charges by way of first fixed charge all of its rights, title and interest in respect of:
 - (a) any Insurance (including without limitation all of its rights to claims and returns of premium in respect of it); and
 - (b) any other contract or policy of insurance taken out by it or on its behalf or in which it has an interest;

- 3.2.6 assigns absolutely all of its rights in respect of any agreement to which it is a party (including, without limitation, the Project Documents), any letter of credit or bond issued in its favour and any bill of exchange or other negotiable instrument held by it;
- 3.2.7 charges (to the extent not already assigned pursuant to Clause 3.2.6) by way of first fixed charge all of its rights in respect of any agreement to which it is a party (including, without limitation, the Project Documents), any letter of credit or bond issued in its favour and any bill of exchange or other negotiable instrument held by it;
- 3.2.8 charges by way of a first fixed charge all of its rights in respect of:
- (a) any know-how, patent, trademark, service mark, design, business name, topographical or similar right;
 - (b) any copyright or other intellectual property monopoly right;
 - (c) any interest (including by way of licence) in any of the above;
 - (d) any other Intellectual Property,
- in each case whether registered or not and including all applications for the same;
- 3.2.9 charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf (including any Authorised Investment) and all interests in collective investment schemes;
- 3.2.10 charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
- 3.2.11 charges by way of first fixed charge:
- (a) any beneficial interest, claim or entitlement it has in or to any assets of any pension fund;
 - (b) its goodwill;
 - (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any of its assets;
 - (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
 - (e) its uncalled capital.
- 3.3 Clauses 3.2.1 to 3.2.11 shall not operate to create or purport to create a Security Interest over any Scottish Assets.
- 3.4 No obligation will be assumed by the Security Agent in respect of the Security Assets as a result of the execution and delivery of this Debenture and no liability will be incurred by the Security Agent as a result of any failure by the Security Agent to comply with all or any of its obligations in relation to the Security Assets.
- 3.5 Until such time as this Debenture is enforceable in accordance with Clause 9.1 the Chargor may exercise its rights under or in relation to the Security Assets provided that the exercise of those rights in the manner proposed is otherwise in accordance with the provisions of the Finance Documents and would not (and is not likely to) result in an Event of Default.

4. NOTICES

4.1 The Chargor undertakes forthwith to:

- 4.1.1 serve a notice on each counterparty to a Project Document or other document assigned and charged under this Debenture substantially in the form set out in Part 1 of Schedule 1 (*Notice to Project Counterparty*) to this Debenture or as otherwise agreed by the Security Agent; and
- 4.1.2 provide the Security Agent with evidence of such notice as the Security Agent shall reasonably require.

4.2 The Chargor shall use reasonable endeavours to ensure that each notice delivered pursuant to Clause 4.1.1, is promptly acknowledged by the party to whom it is addressed substantially in the form of Part 2 of Schedule 1 (*Acknowledgement of Project Document Counterparty*) to this Debenture.

4.3 The Chargor undertakes forthwith to:

- 4.3.1 serve a notice on each insurer of the Insurances, substantially in the form of Part 1 of Schedule 2 (*Notice to Insurer*) to this Debenture or as otherwise agreed by the Security Agent;
- 4.3.2 provide the Security Agent with evidence of such notice as the Security Agent shall reasonably require.

4.4 The Chargor shall procure that each notice delivered pursuant to Clause 4.3.1, is promptly acknowledged by the party to whom it is addressed, substantially in the form of Part 2 of Schedule 2 (*Acknowledgement of Insurer*) to this Debenture.

4.5 The Chargor undertakes forthwith to serve a notice on the Account Bank in respect of the security created by this Debenture over the Project Accounts in such form as it agreed with the Security Agent.

5. REPRESENTATIONS

The Chargor represents to the Security Agent for itself and on behalf of each other Secured Finance Party that, subject to the Legal Reservations, on the date of this Debenture:

- 5.1 and on each date during the Security Period by reference to the circumstances then existing that this Debenture creates the Security Interest it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise; and
- 5.2 all necessary consents have been obtained in order for it to assign and charge the Security Assets.

6. UNDERTAKINGS

6.1 In the event that any specific matter is dealt with both by the provisions of this Clause 6 (*Undertakings*) and the provisions of the Credit Agreement, and/or the Security Trust and Intercreditor Deed:

- 6.1.1 the provisions of the Security Trust and Intercreditor Deed shall prevail over the provisions of the Credit Agreement and this Clause 6; and
- 6.1.2 the provisions of the Credit Agreement shall prevail over this Clause 6.

6.2 The Chargor must not:

6.2.1 create or attempt to create or permit to subsist any Security Interest (other than any Security Interest created pursuant to the Security Documents) over any Security Assets or any part of them; or

6.2.2 sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for any Permitted Security Interests.

6.3 The Chargor must, at its own expense, take whatever action the Security Agent may require for:

6.3.1 creating, perfecting and/or protecting any security created or intended to be created by this Debenture; or

6.3.2 after this Debenture has become enforceable, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion then exercisable, including, without limitation:

(a) the execution of any charge, transfer, conveyance, assignation or assurance of any asset or right, whether to the Security Agent or to its nominee; including, without limitation but without prejudice to Clause 1.4.1(b), the execution of further assignments in relation to any replacement, amendment, restatement or supplement of a Security Asset or in relation to any Security Asset entered into by the Chargor after the date of this Debenture; or

(b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may (acting reasonably) think expedient.

7. **CONSENTS**

7.1 Without prejudice to Clause 5.2 (*Representations*):

7.1.1 if the rights of the Chargor in respect of a Security Asset (which is not a Scottish Asset) cannot be secured in the manner envisaged by this Debenture without the consent of a party to that document:

(a) the Chargor must notify the Security Agent promptly;

(b) this Security will secure all amounts which the Chargor may receive, or has received, under or in respect of that Security Asset but exclude the Security Asset itself; and

(c) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that Security Asset being secured under this Debenture; and

7.1.2 the Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Debenture including the obtaining of any necessary consent (in form and content reasonably satisfactory to the Security Agent) to enable the Security Assets to be assigned and/or charged pursuant to this Debenture.

7.2 Immediately upon obtaining any consent necessary for security to be created over a particular asset, the asset concerned shall become subject to the security purported to be created by this Debenture.

7.3 The Chargor shall promptly deliver a copy of each such consent to the Security Agent.

8. INVESTMENTS

Terms

8.1 If there is any conflict between the terms of this Clause 8 (*Investments*) and the Credit Agreement, the Credit Agreement will prevail.

General

8.2 In this Clause 8:

“**Investments**”: all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in Clause 1.2 (*Definitions*).

Investments

8.3 The Chargor represents to the Security Agent for itself and as security agent and trustee for each other Secured Finance Party that:

8.3.1 to the extent applicable, the Investments are fully paid; and

8.3.2 it is the sole legal and beneficial owner of the Investments.

Deposit

8.4 The Chargor must:

8.4.1 unless deposited with the Account Bank under the Accounts Agreement, promptly deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to the Investments; and

8.4.2 promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or the Account Bank or their nominees to be registered as the owner or otherwise obtain a legal title to the Investments.

Changes to Rights

8.5 The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered.

Calls

8.6 The Chargor must pay all calls or other payments due and payable in respect of any Investment.

8.7 If the Chargor fails to do so, the Security Agent may pay the calls or other payments on behalf of the Chargor. The Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this clause.

Other Obligations in Respect of Investments

8.8 The Chargor must comply with all requests for information which is within its knowledge and which it is required by law or the constitutional documents relating to any of its Investments to

comply with. If it fails to do so, the Security Agent may elect to provide any information which it may have on behalf of the Chargor.

- 8.9 The Chargor must promptly supply a copy to the Security Agent of any information referred to in Clause 8.8.
- 8.10 The Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment.
- 8.11 None of the Secured Finance Parties is obliged to:
 - 8.11.1 perform any obligation of the Chargor;
 - 8.11.2 make any payment;
 - 8.11.3 make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - 8.11.4 present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Debenture,in respect of any Investment.

Voting Rights

- 8.12 Before the Security becomes enforceable the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which the Chargor may direct in writing, and the Chargor hereby indemnifies the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments on the direction of the Chargor (other than any loss or liability incurred by the Security Agent as a consequence of its own gross negligence, fraud or wilful misconduct).
- 8.13 After the Security has become enforceable, the Security Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

Clearance Systems

- 8.14 the Chargor must, if so requested by the Security Agent, instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Security Agent, the Account Bank or its nominee with that clearance system.

Custodian Arrangements

- 8.15 the Chargor must:
 - 8.15.1 as soon as reasonably practicable give notice to any custodian of any agreement with that custodian in respect of any Investment in a form the Security Agent may require; and
 - 8.15.2 use reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Security Agent may require.

9. WHEN SECURITY BECOMES ENFORCEABLE

Event of Default

- 9.1 The security created pursuant to this Debenture will be immediately enforceable if an Event of Default has occurred in respect of which the Facility Agent has given notice in accordance with Clause 22.50 (*Acceleration*) of the Credit Agreement.
- 9.2 After the security created pursuant to this Debenture has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the security created pursuant to this Debenture in any manner it sees fit, but in any event in accordance with the Security Trust and Intercreditor Debenture, and without prejudice to the generality of the foregoing, the Security Agent shall have rights.
- 9.2.1 to collect, recover, compromise, settle and give good discharge for any and all monies and claims for monies for the time being comprised in the Security Assets;
- 9.2.2 to take possession of or sell or otherwise dispose of the Security Assets or any part thereof as if the Security Agent was the absolute owner of the same;
- 9.2.3 to exercise in relation to the Security Assets all such rights as the Chargor then might exercise in relation thereto; and
- 9.2.4 to receive and to apply any or all of the income from the Security Assets in or towards the satisfaction of any secured obligation.
- 9.3 The Security Agent shall not be liable to the Chargor in respect of any loss or damage which arises out of the exercise or attempted or purported exercise or failure to exercise any of their respective powers or for any other loss of any nature whatsoever.

10. ENFORCEMENT OF SECURITY

General

- 10.1 For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Debenture.
- 10.2 The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act and the power to appoint an administrator) will be immediately exercisable at any time after the Security has become enforceable.
- 10.3 Any restriction on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages conferred by law (including under section 93 of the Act) does not apply to the Security.
- 10.4 For the purposes of the Collateral Regulations, after the Security is enforceable the Security Agent may appropriate all or any part of any financial collateral which is subject to a legal or equitable mortgage created under or pursuant to this Debenture in or towards satisfaction of the Secured Obligations. Where it does so, the value of the financial collateral so appropriated shall be such amount as the Security Agent so determines having taken into account advice obtained by it from an independent firm of accountants.
- 10.5 Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

No Liability as Mortgagee in Possession

- 10.6 Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset or for any other reason:

- 10.6.1 to account as mortgagee in possession or for any loss on realisation; or
10.6.2 for any default or omission for which a mortgagee in possession might be liable.

Privileges

- 10.7 Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act).

Protection of Third Parties

- 10.8 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- 10.8.1 whether the Secured Obligations have become payable;
10.8.2 whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
10.8.3 whether any money remains due under the Finance Documents; or
10.8.4 how any money paid to the Security Agent or to that Receiver is to be applied.

Redemption of Prior Mortgages

- 10.9 At any time after the Security has become enforceable, the Security Agent may:

- 10.9.1 redeem any prior Security against any of its assets; and/or
10.9.2 procure the transfer of that Security to itself; and/or
10.9.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

- 10.10 the Chargor must pay to the Security Agent, immediately on demand, the costs and expenses reasonably and properly incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

Contingencies

- 10.11 If the Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

11. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

- 11.1 Without prejudice to the provisions of the Act, at any time after having been requested to do so by the Chargor or at any time after the security created pursuant to this Debenture has become enforceable, the Security Agent may (but is not obliged to) by instrument in writing (by deed or otherwise under hand), without prior notice to the Chargor:

- 11.1.1 (subject to section 72A of the Act) appoint one or more persons to be a Receiver of the whole or any part of the Security Assets;

- 11.1.2 remove (so far as it is lawfully able) any Receiver so appointed;
 - 11.1.3 appoint another person(s) as an additional or replacement Receiver(s); and
 - 11.1.4 appoint one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Act.
- 11.2 A Receiver shall be the agent of the Chargor for all purposes (and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act) and, except as otherwise required by the Insolvency Act, the Chargor shall be solely responsible for his acts and defaults and liable on any contract or engagements made or entered into or adopted by him.
- 11.3 Any restriction on the right of a mortgagee to appoint a Receiver conferred by law (including under section 109(1) of the Act) does not apply to this Debenture.
- 11.4 The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Act) will not apply.
- 11.5 No Secured Finance Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or by reason of any action or inaction of a Receiver.
- 11.6 To the fullest extent allowed by law, any right, power or discretion conferred by this Debenture (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.
- 11.7 A Receiver has all of the rights, powers and discretions set out in this Debenture in addition to those conferred on it by any law, including all the rights, powers and discretions conferred on a receiver under the Act and a receiver or an administrative receiver under the Insolvency Act.
- 11.8 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Debenture individually and to the exclusion of any other Receiver.
- 11.9 A Receiver may
- 11.9.1 take immediate possession of, get in and collect any Security Asset;
 - 11.9.2 carry on the business of the Chargor in any manner he thinks fit;
 - 11.9.3 appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as he thinks fit;
 - 11.9.4 discharge any person appointed by the Chargor;
 - 11.9.5 raise and borrow money either unsecured or on the security of any Security Asset either in priority to the Security or otherwise and generally on any terms and for whatever purpose which he thinks fit;
 - 11.9.6 may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit; and
 - (a) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such

consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit; and

(b) fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor;

- 11.9.7 let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).
- 11.9.8 settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.
- 11.9.9 bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.
- 11.9.10 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.
- 11.9.11 form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.
- 11.9.12 delegate his powers in accordance with this Debenture.
- 11.9.13 lend money or advance credit to any customer of the Chargor.
- 11.9.14 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset as he thinks fit;
- 11.9.15 commence and/or complete any building operation as he thinks fit;
- 11.9.16 apply for and maintain any planning permission, building regulation approval or any other authorisation as he thinks fit;
- 11.9.17 do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Debenture or law;
- 11.9.18 exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- 11.9.19 use the name of the Chargor for any of the above purposes.

12. PROVISIONS APPLICABLE ON ENFORCEMENT

Protection of Third Parties

- 12.1 No purchaser from, or other person dealing with a Receiver shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether any of the Secured Obligations remains outstanding, whether a Receiver is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power.
- 12.2 The receipt of a Receiver shall be an absolute discharge to a purchaser from, or other person dealing with, a Receiver and shall relieve that purchaser of any obligation to see to the

application of any moneys paid to or at the direction of the Receiver and in making any sale or disposal a Receiver may do so for such consideration, in such manner and on such terms (including payments by instalments) as it thinks fit.

Protection of the Security Agent and Receiver

- 12.3 Neither the Security Agent nor any Receiver shall be liable to the Chargor in respect of any loss or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of their respective powers or for any other loss of any nature whatsoever.

13. POWER OF ATTORNEY

Appointment

- 13.1 The Chargor hereby, by way of security, irrevocably appoints the Security Agent, each Receiver and any of their delegates or sub-delegates separately to be its attorney (with full power to appoint substitutes and to delegate) to take any action which the Chargor is obliged but has failed to take under this Debenture. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 13.
- 13.2 The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any other person any right, power or discretion exercisable by it under this Debenture and:
- 13.2.1 any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit; and
- 13.2.2 neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargor, any Secured Finance Party or any other person for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate provided the Security Agent and/or Receiver has not been negligent in choosing such delegate or sub-delegate and that such delegate or sub-delegate has been appointed on terms such that the delegate or sub-delegate will be so liable or responsible for any such act, default, omission or misconduct which arises due to the delegate's or sub-delegate's negligence, fraud or wilful default.

Exercise of Powers

- 13.3 The appointment effected under Clause 13.1 above shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default or if the Chargor does not fulfil any of its obligations under the Finance Documents within 3 Business Days of notice from the Security Agent to do so.

14. APPLICATION OF PROCEEDS

- 14.1 Any monies received by the Security Agent or any Receiver after the Security created pursuant to this Debenture has become enforceable must be applied in the following order of priority:
- 14.1.1 in or towards payment of or provision for all costs and expenses incurred by the Security Agent or any Receiver under or in connection with this Debenture and of all remuneration due to any Receiver under or in connection with this Debenture;
- 14.1.2 in or towards payment of or provision for the Secured Obligations in accordance with the Security Trust and Intercreditor Deed; and
- 14.1.3 in payment of the surplus (if any) to the Chargor or any other person entitled to it.

14.2 This Clause 14:

14.2.1 does not prejudice the right of the Security Agent to recover any shortfall from an Obligor; and

14.2.2 is subject to the payment of any claims having priority over the security created pursuant to this Debenture.

15. **RELEASE OF SECURITY**

At the end of the Security Period but not otherwise, the Security Agent will, at the request and cost of the Chargor, take whatever action is necessary to release and/or reassign the Security Assets from the security created by or in accordance with this Debenture.

16. **NEW ACCOUNTS**

If a Secured Finance Party receives notice of any subsequent charge or other interest affecting any part of the Security Assets (the date of receipt of such notice being, the "Notice Date") it may, without prejudice to its rights under this Debenture, open a fresh account or accounts with the Chargor and continue any existing account in the name of the Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Obligations. If a Secured Finance Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Obligations outstanding on the Notice Date.

17. **EXPENSES AND INDEMNITY**

The Chargor must:

17.1 within five (5) Business Days of demand pay all costs, liabilities and expenses (including legal fees and any other costs, liabilities or expenses arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise) incurred in connection with the enforcement of or the preservation of any rights under this Debenture by any Secured Finance Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Debenture;

17.2 subject to Clause 17.1, within five (5) Business Days of demand pay all costs, liabilities and expenses (including legal fees and any other costs, liabilities or expenses arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise) reasonably and properly incurred in connection with this Debenture by any Secured Finance Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Debenture;

and keep each of them indemnified against any failure or delay in paying those costs or expenses, including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise.

18. **MISCELLANEOUS**

Assignment and Transfer

18.1 This Debenture is binding on the successors and assignees of the Chargor.

- 18.2 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Debenture.
- 18.3 The Security Agent may (without prejudice to its right to appoint any joint trustee) assign and/or transfer all or any part of its rights and/or obligations under this Debenture to any person that replaces it as Security Agent in accordance with the Credit Agreement and the Security Trust and Intercreditor Deed (or any joint trustee).

Waiver of Defences

- 18.4 Subject to Clause 15 (*Release of Security*), neither the obligations of the Chargor under this Debenture or the security created by this Debenture will be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Debenture or the security created by this Debenture (without limitation and whether or not known to the Chargor or any Secured Finance Party) including, without limitation:
- 18.4.1 any time, waiver or consent granted to, or composition with, any person;
 - 18.4.2 the release of any person under the terms of any composition or arrangement with any person;
 - 18.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
 - 18.4.4 any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - 18.4.5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
 - 18.4.6 any amendment (however fundamental) of a Finance Document or any other document or security; or
 - 18.4.7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security.

Continuing Security

- 18.5 This Debenture is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Secured Finance Party as banker against the Chargor.

Reinstatement

- 18.6 If any discharge (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this Debenture will continue as if the discharge or arrangement had not occurred.
- 18.7 Each Secured Finance Party may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

Additional Security

- 18.8 The Debenture is in addition to and is not in any way prejudiced by any other security, guarantee, indemnity and/or negotiable instrument now or subsequently held by any Secured Finance Party and may be enforced independently of such other security, guarantee, indemnity and/or negotiable instrument.

Immediate Recourse

- 18.9 The Chargor waives any right it may have of first requiring any Secured Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Debenture.

Appropriations

- 18.10 The Security Agent (or any trustee or agent on its behalf) may at any time during the Security Period, without affecting the liability of the Chargor under this Debenture:
- 18.10.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Security Agent (or any trustee or agent on its behalf) in respect of those amounts; or
 - 18.10.2 apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise); or
 - 18.10.3 hold in a suspense account any monies received from the Chargor or on account of the liability of the Chargor under this Debenture, provided that if the aggregate of such moneys so placed to the credit of such suspense account shall equal or exceed the Secured Obligations and any relevant clawback period has expired, the Security Agent shall forthwith apply the same towards settlement of the Secured Obligations.

Non-Competition

- 18.11 Unless:
- 18.11.1 the Security Period has expired;
 - 18.11.2 permitted to do so in accordance with the Security Trust and Security Intercreditor Deed; or
 - 18.11.3 the Security Agent otherwise directs,
- the Chargor will not, after a claim has been made under this Debenture or any Security Interest enforced or by virtue of any payment or performance by it under this Debenture against any obligation:
- (a) be subrogated to any rights of or security or moneys held, received or receivable by any Secured Finance Party (or any trustee or agent on its behalf);
 - (b) be entitled to any right of contribution or indemnity against any Obligor in respect of any payment made or moneys received on account of the Secured Obligations;
 - (c) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Secured Finance Party (or any trustee or agent on its behalf); or
 - (d) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor, or enforce the benefit of any security granted to it by any Obligor,

and the Chargor must hold on trust for and immediately pay or transfer to the Security Agent for the Secured Finance Parties any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Security Agent under this clause.

No deduction

- 18.12 All payments made by the Chargor under this Debenture shall be made without any set off or counterclaim and (subject to clause 12 (*Taxes*) of the Credit Agreement) free from, clear of and without deduction for any taxes, duties, levies, imports or charges whatsoever, present or future.

Time Deposits

- 18.13 Without prejudice to any right of set-off any Secured Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Finance Party within the Security Period when:

18.13.1 this Security has become enforceable; and

18.13.2 no Secured Obligation is due and payable.

that time deposit will automatically be renewed for any further maturity which that Secured Finance Party considers appropriate.

18.14 Non Compliance

If the Chargor for any reason fails to observe or punctually perform any of its obligations under this Debenture, the Security Agent shall be entitled (but not obliged), on behalf of or in the name of the Chargor or otherwise and at the cost of the Chargor, to perform the obligation and to take any steps which the Security Agent may consider necessary with a view to remedying or mitigating the consequences of the failure.

19. NOTICES

- 19.1 All notices to be given under this Debenture must be in writing, and sent by personal delivery or post or facsimile to the address of the relevant Party set out in this Clause 19, provided that:

19.1.1 any notice sent by post will be deemed (in the absence of evidence of earlier receipt), to have been delivered forty-eight hours after dispatch and in proving the fact of dispatch, it is sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities;

19.1.2 any notice sent by personal delivery is deemed to have been delivered on the date of its delivery to its recipient;

19.1.3 any notice sent by facsimile is deemed to have been delivered on the date of its transmission (provided a complete transmit report is received),

provided that if any notice is according to the above provisions deemed to have been delivered outwith business hours on a Business Day then it will be deemed to be delivered at 9.30a.m. on the next again Business Day;

- 19.2 Either Party may by ten (10) days notice to the other party change its postal or facsimile address or addressee for receipt of such notices.

- 19.3 Unless notified otherwise, all notices shall be addressed to the parties as follows:

The Chargor

Address: c/o Equitix Management Services Limited
Welken House
Charterhouse Square
London
EC1M 6EH

Attention of: Neil Springett

Security Agent

Address: Norddeutsche Landesbank Girozentrale
One Wood Street,
London
EC2V 7WT

Attention of: Head of Agency

Telephone: +44 (0)20 7972 5400

Fax number: +44 (0)020 7454 1288

E-mail: SFAgency@nordlb.com

20. CERTIFICATE

A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time.

21. GOVERNING LAW AND JURISDICTION

21.1 This Debenture, and any non-contractual obligations arising under or in connection with it, shall be governed by and construed in accordance with English law.

21.2 Clause 34 (*Enforcement*) of the Credit Agreement applies to this Debenture as if it were set out in full in this Debenture, *mutatis mutandis*.

THIS DEBENTURE has been executed and delivered as a Debenture on the date stated at the beginning of this Debenture.

SCHEDULE 1

FORM OF NOTICE FOR PROJECT DOCUMENTS

Part 1

Notice to Project Counterparty

To: [Contract party]

[Date]

Dear Sirs

Debenture (the "Security Document") dated [o] 2016 between Hub SW Ayr DBFM Co Limited, SC506011 ("the Chargor") and Norddeutsche Landesbank Girozentrale (the "Security Agent")

1. This letter constitutes notice to you that under the Security Document we have assigned and charged absolutely in favour of the Security Agent all our present and future rights, title, interest and benefit in respect of [insert details of the Contract] (the "Contract").
2. We confirm that:
 - 2.1 we will remain liable under the Contract to perform all the obligations assumed by us under the Contract;
 - 2.2 none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract; and
 - 2.3 the instructions and authorities in this letter are not to be revoked or amended without the prior written consent of the Security Agent.
3. All moneys payable by you to the Chargor pursuant to the Contract shall be paid into account number [o] in the Chargor's name (designated "**Proceeds Account**") held with Norddeutsche Landesbank Girozentrale, sort code 40-50-59 or such account of the Chargor as the Security Agent may specify from time to time by notice to you.
4. We will remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable in which event, all our rights, powers and discretions will be exercisable by and notices must be given to the Security Agent, or as it directs.
5. Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract unless in accordance with the Finance Documents (as defined in the Credit Agreement between, amongst others, the Chargor and the Security Agent).
6. This letter and any non-contractual obligations arising under or in connection with it are governed by English law.
7. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent:

c/o CMS Cameron McKenna
Reference 0X4936.00007

Fax Number: 0131 228 8888
With hard copy to:
Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN.

Yours faithfully

.....
Hub SW Ayr DBFM Co Limited (Authorised signatory)

Part 2

Acknowledgment of Project Document Counterparty

To: Norddeutsche Landesbank Girozentrale
c/o CMS Cameron McKenna
Reference 0X4936.00007
Fax Number: 0131 228 8888
With hard copy to:
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

[Date]

Dear Sirs

Debenture dated [●] 2016 (the "Security Document") between Hub SW Ayr DBFM Co Limited ("the Chargor") and Norddeutsche Landesbank Girozentrale (the "Security Agent")

1. We confirm receipt from the Chargor of a notice dated [●] 2016 of assignment and charge on the terms of the Security Document of all the Chargor's present and future rights, title, interest and benefit in respect of [insert details of the Contract] (the "**Contract**").
2. We confirm that we will pay all sums due and give notices under the Contract as directed in that notice.
3. We confirm that we have not received any notice of previous interest of any third party in or to the Contract, including any notice of assignment or charge of the Contract.
4. We undertake:
 - 4.1 to disclose to the Security Agent without any reference to or further authority from the Chargor such information relating to the Contract as the Security Agent may at any time request;
 - 4.2 to notify the Security Agent of any breach by the Chargor of the Contract and to allow the Security Agent or any of the other Secured Finance Parties (as defined in the Security Trust and Intercreditor Debenture entered into between, amongst others, the Chargor and the Security Agent) to remedy that breach; and
 - 4.3 not to amend or waive any provision of or cancel or terminate the Contract on request by the Chargor without the prior written consent of the Security Agent.
5. This letter and any non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

.....
[Counterparty]
(Authorised signatory)

SCHEDULE 2

FORM OF NOTICE TO INSURER

Part 1

Notice to Insurer

To: [Insurer]

[Date]

Dear Sirs

Debenture dated [●] 2016 (the "Security Document") between Hub SW Ayr DBFM Co Limited ("the Chargor") and Norddeutsche Landesbank Girozentrale (the "Security Agent")

1. This letter constitutes notice to you that under the Security Document we have assigned and charged absolutely in favour of Security Agent all our present and future rights, title, interest and benefit in respect of the following insurance policies (which at any time may be or become payable to us pursuant thereto including the proceeds of all claims and returns of premium) held with yourselves:
 - 1.1 [●] with policy number [●]; and
 - 1.2 [●] with policy number [●],
(together the "Insurance").
2. We confirm that:
 - 2.1 we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance;
 - 2.2 subject to paragraph 2.3 below, you should pay all amounts due to us in respect of the Insurance (whether by way of claims, return premiums, ex gratia settlements or otherwise) in the manner specified in the loss payee provisions in the Insurance unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent;
 - 2.3 you should pay all amounts due in respect of Contractor's "All Risks" Insurance and Property Damage Insurance (the "Joint Insurances") whether by way of claims, return premiums, ex gratia settlements or otherwise, to the following account:
[Joint Insurance Ac details]
 - 2.4 you should comply with the terms of any written notice or instruction in any way relating to, or purporting to relate to the Security Document, amounts payable to the Chargor under or in respect of the Insurance or the debts represented thereby, which you receive from the Security Agent without reference to or further authority from the Chargor and without any enquiry by you as to the justification for or validity of such notice or instruction;
 - 2.5 the instructions and authorities in this letter are not to be revoked or amended without the prior written consent of the Security Agent and, in respect of the Joint Insurances, the Authority; and
 - 2.6 none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance.

3. We will remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices under the Insurance to us and, in respect of the Joint Insurances, to the [Authority], unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable in which event, all our rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs.
4. Please note that we have agreed that we will not amend or waive any provision of or terminate the Insurance unless in accordance with the Finance Documents (as defined in the Credit Agreement entered into between, amongst others, the Chargor and the Security Agent).
5. This letter and any non-contractual obligations arising under or in connection with it are governed by English law.
6. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at:
c/o CMS Cameron McKenna
Reference 0X4936.00007
Fax Number: 0131 228 8888
With hard copy to:
Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN.

Yours faithfully

.....
Hub SW Ayr DBFM Co Limited
(Authorised signatory)

Part 2

Acknowledgment of Insurer

To: Norddeutsche Landesbank Girozentrale
c/o CMS Cameron McKenna
Reference 0X4936.00007
Fax Number: 0131 228 8888
With hard copy to:
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

with a copy to:

South Ayrshire Council
[]

[Date]

Dear Sirs,

Debenture dated [●] 2016 (the "Security Document") between Hub SW Ayr DBFM Co Limited ("the Chargor") and Norddeutsche Landesbank Girozentrale (the "Security Agent")

1. We confirm receipt from the Chargor of a notice dated [●] 2016 of assignment and charge on the terms of the Security Document (the "Notice") of all the Chargor's present and future rights, title, interest and benefit in respect of the following insurance policies:
 - 1.1 [●] with policy number [●]; and
 - 1.2 [●] with policy number [●],
(the "Insurance").
2. We confirm that:
 - 2.1 we will pay all amounts due to the Chargor in respect of the Insurance as directed in that notice;
 - 2.2 we have not received any other notice of any charge or assignment of the Insurance;
 - 2.3 notwithstanding the charge, we shall continue to treat the Chargor as entitled to make and deal with claims permitted to be made by the Chargor under the Insurance unless and until we are notified by you that the security has become enforceable;
 - 2.4 after receiving notice from the Security Agent that the security has become enforceable, we shall treat the Security Agent as the only person entitled to make and deal with claims under the Insurance (other than in respect of the Joint Insurances (as defined in the Notice) where we will also require the instructions of the Authority); and
 - 2.5 we will agree to and comply with the other provisions of that notice.

3. This letter and any non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

.....

[Insurer]

(Authorised signatory)

SIGNATORIES

The Chargor

Executed and delivered as a Debenture by)
HUB SW AYR DBFM CO LIMITED)
 acting by two directors or a director and ~~its~~)
~~Secretary~~ *cl witness*) **PINSENT MASON LLP)**
SOLICITORS
PRINCES EXCHANGE
1 EARL GREY STREET
EDINBURGH
EH3 9AQ

.....
 Director

.....
 Director/Secretary *Witness*

Security Agent

Executed and delivered as a Debenture by)
NORDDEUTSCHE LANDESBANK)
GIROZENTRALE)
 acting by its duly authorised signatories)

.....
 Director

.....
 Director/Secretary

Sean Coo
0753/63

Denis Werner
0753/6422

authorized signatory