



Registration of a Charge

Company Name: **CERBERUS SECURITY AND MONITORING SERVICES LIMITED**

Company Number: **03924713**



Received for filing in Electronic Format on the: **15/10/2021**

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Details of Charge

Date of creation: **07/10/2021**

Charge code: **0392 4713 0014**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3924713

Charge code: 0392 4713 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th October 2021 and created by CERBERUS SECURITY AND MONITORING SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2021 .

Given at Companies House, Cardiff on 18th October 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated this 15 October 2021



Signed *Osborne Clarke LLP*

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Supplemental Debenture

- (1) **CLEARWAY (2021) BIDCO LIMITED (formerly known as Project Trafalgar Bidco Limited)** and certain of its subsidiaries
- (2) **WILMINGTON TRUST (LONDON) LIMITED** as Security Agent

Dated 7 October 2021

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This Supplemental Debenture is made on

7 October 2021

Between

- (1) **Each** person listed in Schedule 1 (the "**Chargors**"); and
- (2) Wilmington Trust (London) Limited as trustee for the Secured Parties as ("**Security Agent**")

Background

- (A) Pursuant to the Original Debenture (as defined below), each Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities to the Secured Parties under the Finance Documents.
- (B) The Chargors are entering into the Second Amendment and Restatement Agreement (as defined below) by which they are amending and restating the Facilities Agreement and as a condition precedent to the Second Effective Date under (and as defined in) the Second Amendment and Restatement Agreement are required to enter into this Supplemental Debenture
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).
- (D) This Supplemental Debenture is subject to the terms of the Intercreditor Agreement made between, among others, the parties to this Deed.

This Deed witnesses as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

Unless otherwise defined in this Deed, terms defined in the Facilities Agreement or the Original Debenture shall have the same meanings when used in this Deed and the following definitions shall apply:

"Accounts" means all a Chargor's present and future accounts with any bank or other person, all monies standing to the credit of each such account and all Related Rights in respect of any such account.

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property.

"Assigned Contract" means each contract specified in Part 4 (*Assigned Contracts*) of Schedule 2 (*Security Assets*) and, for the avoidance of doubt, including:

- (a) the Acquisition Agreements (as defined in the Intercreditor Agreement); and
- (b) the Framework Agreement and any agreement (whether written or otherwise) in respect of an Intra-Group Loan and to which that Chargor is a party.

"Chargors" means each Chargor.

"Debts" means:

- (c) all monies or liabilities due, owing or incurred by a person to a Chargor at present or in the future, in any manner, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety; and
- (d) any Related Rights in respect thereof.

"Derivative Asset" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any asset and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of an asset.

"Facilities Agreement" means the facilities agreement originally dated 29 June 2020 as amended and restated on 27 July 2021 and as amended and restated on or about the date of this Supplemental Debenture between, among others, Clearway (2021) Bidco Limited (formerly known as Project Trafalgar Bidco Limited), The Clearway Group Limited, Clearway Group Holdings Limited as original borrower, Kass Unlevered S.À R.L as original lender, Kartesia Management S.à r.l. (formerly Kartesia Management S.A.) as arranger, Wilmington Trust (London) Limited as agent and security agent, and the other parties listed therein.

"Finance Documents" means the Finance Documents as defined in the Facilities Agreement and as amended, novated, supplemented, extended or restated from time to time.

"Floating Charge Asset" means an asset charged under sub-clause 4.3 (*Floating charge*) of this Deed.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Chargor for the purpose of hedging liabilities and/or risks in connection with the Finance Documents from time to time.

"Insurance Proceeds" means all monies from time to time payable to a Chargor under or pursuant to the Insurances, including the refund of any premium.

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors' and officers' insurance.

"Intellectual Property Rights" means:

- (a) all of the assets (if any) specified in Part 2 (*Intellectual Property Rights*) of Schedule 2 (*Security Assets*);
- (b) any patents, trademarks, service marks, designs, business names, copyrights, database rights, computer software, design rights, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and which in each case are necessary or material to the operation of the business of the Group;
- (c) the benefit of all applications and rights to use those assets described in paragraphs (a) to (b) (inclusive) of each Chargor (which may now or in the future subsist); and
- (d) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (c) (inclusive).

"Investment" means any present or future stock, share, debenture, loan stock, bonds, warrants, coupons, options and any other present or future security (whether or not marketable) whether owned directly or by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf, including any Derivative Asset and any Related Rights in respect of any of the foregoing.

"LPA" means the Law of Property Act 1925.

"Obligor" means each Chargor and each other Obligor as defined in the Facilities Agreement.

"Original Debenture" means the debenture dated 29 June 2020 and made between (1) the Original Chargors (as defined therein) and (2) the Security Agent.

"Party" means a party to this Deed.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than any assets that are deemed by law to be immoveable property), wherever they are situated, which are now, or at any time after the date of this Deed become, the property of a Chargor.

"Property" means:

- (a) all of the freehold and/or leasehold property of a Chargor described in Part 1 (*The Property*) of Schedule 2 (*Security Assets*);
- (b) all present and future freehold property with a value in excess of £2,000,000 and leasehold property (other than any Short Leasehold Property) or immovable property of a Chargor situated in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures, fittings, plant and machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and
- (d) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (c) (inclusive),

and **"Properties"** shall be construed accordingly.

"Receiver" means a receiver or receiver and manager of the whole or any part of the Security Assets.

"Related Rights" means, where used in relation to an asset, the following:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);
- (b) all Security, Authorisations, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such asset.

"Second Amendment and Restatement Agreement" means the amendment and restatement agreement to the Facilities Agreement dated on or around the same date as this Supplemental Debenture and made between, amongst others, (1) the Chargors and (2) the Security Agent.

"Secured Liabilities" means all monies, obligations and liabilities (including the Liabilities) now or after the date of this Supplemental Debenture due, owing or incurred by any Obligor or any Debtor (as defined in the Intercreditor Agreement) to the Secured Parties (or any of them) under the Finance Documents in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party under any Finance Document.

"Security Assets" means:

- (a) the assets mortgaged, charged or assigned by way of security to the Security Agent by this Deed; and

(b) any assets held on trust by a Chargor for the Security Agent.

"Security Period" means the period beginning on the date of this Debenture and ending on the Final Discharge Date (as defined in the Intercreditor Agreement)

"Shares" means:

- (a) the shares described in Part 3 (*Shares*) of Schedule 2 (*Security Assets*);
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Short Leasehold Property" means a leasehold property held by a Chargor now or in the future under a lease with a value of less than £2,000,000 and/or which has an unexpired term of 15 years or less at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by the relevant Chargor) and/or which is a rack rent lease.

1.2 ***Terms defined in other Finance Documents***

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facilities Agreement, the Intercreditor Agreement or the Original Debenture has the same meaning in this Debenture, or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Facilities Agreement, the Intercreditor Agreement or the Original Debenture were a reference to this Debenture or that notice.

1.3 ***Construction***

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the Facilities Agreement apply to this Deed, and shall be deemed to be incorporated into this Deed, mutatis mutandis, as though set out in full in this Deed, with any reference to **"this Agreement"** being deemed to be a reference to **"this Deed"**, subject to any other necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.
- (c) Unless a contrary indication appears, references to clauses and schedules are to clauses and schedules to this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.

1.4 ***Intercreditor Agreement***

This Supplemental Debenture is subject to the terms of the Intercreditor Agreement.

1.5 ***Law of Property (Miscellaneous Provisions) Act 1989***

To the extent necessary for any agreement for the disposition of the Security Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.6 ***Implied Covenants for Title***

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994 but in each case with all covenants implied therein pursuant to that Act being subject to and qualified by reference to any Permitted Security, the Original Debenture and the Legal Reservations.

1.7 ***Effect as a Deed***

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.8 ***Trusts***

(a) The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with the terms of clause 20.2 (*Security Agent as trustee*) of the Intercreditor Agreement.

(b) The perpetuity period for any trusts created by this Deed is 125 years.

1.9 ***Finance Document***

This Deed is a Finance Document.

2. **Original Debenture**

2.1 The Parties agree and acknowledge that the security created pursuant to this Supplemental Debenture is in addition and without prejudice to and the Security Assets are subject to the Original Debenture granted by the Original Chargers in favour of the Security Agent.

2.2 Where this Supplemental Debenture purports to create a first fixed security interest, that security interest will be a second ranking security interest ranking subject to the equivalent security interest created by the Original Debenture until such time as the security interest created by the Original Debenture ceases to have effect.

2.3 Where a right or assets have been assigned (subject to a proviso for re-assignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this Supplemental Debenture, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Debenture ceases or fails to have effect at a time when this Supplemental Debenture still has effect.

3. **Covenant to pay**

Each Chargor as primary obligor covenants with the Security Agent (as trustee for the Secured Parties) that it will pay to the Security Agent the Secured Liabilities when the same fall due for payment in accordance with their terms.

4. **Security Assets**

4.1 ***Fixed charges***

Each Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee (subject to the Original Debenture, any Permitted Security and the Legal Reservations), the following assets, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage, each Property; and

(b) by way of first fixed charge:

(i) all Property not effectively mortgaged under sub-clause 4.1(a));

(ii) all fixed and permanent Plant and Machinery;

(iii) all Plant and Machinery not effectively charged under sub-clause 4.1(b)(ii);

- (iv) all Shares;
- (v) all Debts;
- (vi) all Accounts;
- (vii) all Investments;
- (viii) all Intellectual Property Rights;
- (ix) its goodwill and uncalled capital; and
- (x) if not effectively assigned by way of security pursuant to sub-clause 4.2 (*Security assignment*), all its rights and interests in (and claims under) the assets described in sub-clause 4.2 (*Security assignment*).

4.2 **Security assignment**

As security for the payment of the Secured Liabilities, each Chargor assigns, by way of security (subject to a proviso for reassignment on redemption), with full title guarantee (subject to the Original Debenture, any Permitted Security and the Legal Reservations) to the Security Agent all its rights, title and interest in:

- (a) the Insurances and the Insurance Proceeds;
- (b) each Assigned Contract;
- (c) any Hedging Agreement; and
- (d) all Related Rights in respect of each of the above.

4.3 **Floating charge**

- (a) As further security for the payment of the Secured Liabilities, each Chargor charges with full title guarantee (subject to the Original Debenture, any Permitted Security and the Legal Reservations) in favour of the Security Agent by way of first floating charge its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clause 4.1 (*Fixed charges*) or which are effectively assigned by way of security under sub-clause 4.2 (*Security assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

4.4 **Conversion of floating charge by notice**

If:

- (a) this Debenture becomes enforceable in accordance with its terms;
- (b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized, sold or otherwise in jeopardy; or
- (c) if the Security Agent (acting reasonably) considers that it is necessary in order to protect the priority of the Security in respect of those Floating Charge Assets only,

the Security Agent may, by notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards those assets which it specifies in that notice.

4.5 ***Automatic conversion of floating charge***

If, without the prior written consent of the Security Agent:

- (a) a Chargor creates any Security (other than Permitted Security) over all or any of the Security Assets or attempts to do so;
- (b) a Chargor disposes (or attempts or takes any steps to dispose) of all or any of the Charged Assets (save as expressly permitted under the Facilities Agreement);
- (c) any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Security Assets (which is not discharged within two Business Days);
- (d) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of a Chargor; or
- (e) an Event of Default under clause 27.7 (*Insolvency proceedings*) of the Facilities Agreement is continuing,

then the floating charge created by this Deed over the Floating Charge Assets of that Chargor will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

4.6 ***Part A1 moratorium***

- (a) Subject to paragraph 4.6(b) below, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of any asset by a Chargor or a ground for the appointment of a Receiver.
- (b) Paragraph 4.6(a) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

5. **Nature of Security**

5.1 ***Continuing security***

- (a) The Security created by this Deed is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.
- (b) Each Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or Security or claim payment from any person before claiming from an Obligor under a Finance Document. This waiver applies irrespective of any law or any provision of the Finance Document to the contrary.
- (c) Until the Security Period has ended, the Security Agent may refrain from applying or enforcing any other monies, Security or rights held or received by the Security Agent in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and a Chargor shall not be entitled to the benefit of the same.
- (d) Each Chargor expressly confirms that it intends that the Security constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Facilities Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following:

business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

5.2 **Non-merger of Security**

The Security created by this Deed is to be in addition to and shall neither be merged with nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent may now or after the date of this Deed hold for any of the Secured Liabilities, and this Deed may be enforced against any Chargor without first having recourse to any other rights of the Security Agent.

6. **Further assurances and protection of priority**

6.1 **General**

- (a) Each Chargor shall, at its own expense and subject to the Agreed Security Principles, promptly do all such acts or execute all such documents (including Supplemental Debentures, assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect or protect the Security created or intended to be created under, or evidenced by, this Deed (which may include the execution of a Supplemental Debenture, mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Secured Parties provided by or pursuant to this Deed or by law;
 - (ii) to confer on the Security Agent or confer on the Secured Parties, Security over any assets of a Chargor, located in any jurisdiction, equivalent or similar to the Security intended to be conferred by or pursuant to this Deed and, pending the conferring of such Security, hold such assets upon trust (or in any manner required by the Security Agent) for the Secured Parties; and/or
 - (iii) following the occurrence of a Declared Default, to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security created, or intended to be created, by this Deed.
- (b) Subject to the Agreed Security Principles, each Chargor shall take all such action (including making all filings and registrations) as may be necessary or as may be reasonably requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Secured Parties by or pursuant to this Deed.

6.2 **HM Land Registry**

- (a) In relation to each Property from time to time, each Chargor irrevocably consents to a restriction being entered on the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed but excluding any leasehold property where the lease has less than 25 years to run) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the debenture dated • in favour of • referred to in the charges register."

- (b) The Finance Parties must perform their obligations under the Facilities Agreement (including any obligation to make available further advances). In relation to each Property, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) of the obligation to make further advances.

6.3 **Register of Intellectual Property Rights**

Each Chargor shall, if requested by the Security Agent (acting reasonably), execute all such documents and do all such acts as the Security Agent may reasonably require to record the interests of the Security Agent in any registers relating to registered Intellectual Property Rights.

6.4 **Notices**

Each Chargor shall (save to the extent that a notice in respect of the relevant assets has already been served under the Original Debenture in which case notice shall only be required to be served following the occurrence of an Event of Default which is continuing), within five Business Days of the date of this Supplemental Debenture, give notice of:

- (a) the charge over its Accounts (other than accounts maintained with the Security Agent) under this Deed to the person at which such accounts are maintained in the form set out in Part 1 (*Form of notice in relation to Accounts*) of Schedule 3 (*Form of notices*);
- (b) the assignment of the Insurances under this Deed to its insurers in the form set out in Part 2 (*Form of notice to insurers*) of Schedule 3 (*Form of notices*);
- (c) the assignment of any Hedging Agreement and any other Assigned Contract under this Deed to each counterparty in the form set out in Part 3 (*Form of notice in relation to Contracts*) of Schedule 3 (*Form of notices*),

and, in each case, shall use its reasonable endeavours to procure that each person on whom a notice is served, executes and delivers to the Security Agent an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as the Security Agent may require.

7. **Representations and warranties**

Each Chargor makes the representations and warranties listed below in favour of each of the Secured Parties.

7.1 **Nature of Security**

Each Chargor represents and warrants to the Security Agent (on behalf of each Secured Party) that on the date of this Supplemental Debenture:

- (a) this Supplemental Debenture creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise; and
- (b) this Supplemental Debenture is its legal, valid and binding obligation and, subject to the Legal Reservations, is enforceable against it in accordance with its terms.

8. **Undertakings**

8.1 **Duration of undertakings**

Each Chargor undertakes to the Security Agent in the terms of this clause for the duration of the Security Period.

8.2 **General undertakings**

(a) *Negative pledge and disposal restrictions*

It will not:

- (i) create or agree to create or permit to subsist or arise any Security over all or any part of the Security Assets; or
- (ii) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Security Assets (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or agree or attempt to do the same,

except as expressly permitted by the Facilities Agreement or with the prior written consent of the Security Agent.

(b) *Deposit of documents or title deeds*

It will (save to the extent already held by the Security Agent) deposit with the Security Agent:

- (i) to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Agent, all deeds, stock and share certificates or other documents of title (or documents evidencing title or the right to title) and agreements relating to a Security Asset (including, without limitation, all deeds and documents of title relating to the Property);
- (ii) any stock transfer forms or other instruments of transfer duly completed to the Security Agent's satisfaction;
- (iii) to the extent requested by the Security Agent from time to time:
 - (A) certified copies of all the Assigned Contracts;
 - (B) certified copies of all Hedging Agreements;
 - (C) details of all Plant and Machinery; and
 - (D) details of all bank accounts;
- (iv) any other document which the Security Agent may reasonably require for the purposes of perfecting the Security created by this Deed.

8.3 **Investments and Shares**

(a) *Exercise of rights*

- (i) Prior to the occurrence of a Declared Default, it may exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares unless such exercise or refrain from exercising (or direction to do the same):
 - (A) breaches, or might reasonably be expected to breach, any term of the Facilities Agreement; or
 - (B) would, or might reasonably be expected to, have an adverse effect on the value of any of the Security Assets or otherwise prejudice any Transaction Security; or

(C) would, or might reasonably be expected to, affect any rights or powers of the relevant Chargor arising from its legal or beneficial ownership of the Investment or the Shares.

(ii) At any time following the occurrence of a Declared Default, it shall not, without the prior written consent of the Security Agent, exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares.

(b) *Registration of transfers*

If requested by the Security Agent at any time following the occurrence of a Declared Default, it shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Security Agent or its nominee once a transfer relating to those Investments and Shares is presented for that purpose.

(c) *Clearance systems etc*

If requested by the Security Agent at any time following the occurrence of a Declared Default, it shall instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for its or some nominee's account to the account of the Security Agent (or its nominee) with such clearance system (or as otherwise required by the Security Agent).

(d) *Acquisition and calls*

It shall:

- (i) not, without the prior written consent of the Security Agent, acquire any Investments or Shares unless they are fully paid;
- (ii) promptly notify the Security Agent of the acquisition of any Investment or Shares;
- (iii) duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from a Chargor in respect of any Investments or Shares.

(e) *Dividends*

At any time when following the occurrence of a Declared Default, it shall immediately pay all dividends or other monies received by it in respect of the Investments and the Shares to the Security Agent, or as the Security Agent may direct from time to time.

(f) *Nominees*

It shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.

8.4 **Debts**

(a) *Realisation of Debts*

- (i) During the Security Period, it undertakes with reference to the Debts to collect the Debts in the ordinary course of its business and shall promptly upon receipt, pay all Debts into an account subject to Transaction Security in favour of the Security Agent).
- (ii) Following the occurrence of a Declared Default, each chargor shall:

- (A) promptly pay such monies into such account as the Security Agent may designate; and
- (B) not enter into a single transaction or series of transactions to sell, factor, discount or otherwise dispose of all part of its receivables.

(b) *Other Bank Accounts*

At any time following the occurrence of a Declared Default which is continuing, if the Security Agent has served written notice on the Parent requiring the same, no Chargor shall, except with the prior written consent of the Security Agent, withdraw or attempt or be entitled to withdraw from any of its bank accounts all or any monies standing to the credit of such bank accounts.

8.5 ***Intellectual Property Rights***

(a) *Exclusions*

- (i) There shall be excluded from the charge created by clause 4.1 (*Fixed charges*) any Intellectual Property Rights in which a Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property Rights (each an **"Excluded Intellectual Property Right"**) until the relevant condition or waiver has been satisfied or obtained.
- (ii) Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Security Agent under clause 4.1 (*Fixed charges*).

(b) *Representations*

Each Chargor represents to the Security Agent that as at the date of this Supplemental Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to the Original Debenture, all Intellectual Property Rights of which it is the sole legal and beneficial owner is fully and accurately described in Part 2 (*Intellectual Property*) of Schedule 2 (*Security Assets*) (or, as applicable, the relevant schedule to a Security Accession Deed).

(c) *Acquisition*

Each Chargor (or the Parent on its behalf) shall promptly notify the Security Agent if it acquires, develops or establishes any Intellectual Property Rights after the date of this Debenture.

(d) *Dealing*

For the avoidance of doubt, until the occurrence of a Declared Default the Chargor shall be free to deal with the Intellectual Property Rights in the course of its business (including allowing its Intellectual Property to lapse if no longer material to its business).

(e) *Preservation*

Each Chargor must promptly, if requested to do so by the Security Agent (acting reasonably), sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property Rights at a relevant supra-national registry (such as the European Union) or otherwise at any national registry (including the United Kingdom Trade Marks Register) which either record the existence of this Supplemental Debenture or the restrictions on disposal imposed by this Supplemental Debenture.

8.6 ***Property***

(a) *Title*

- (i) Each Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Property.
- (ii) No Chargor may agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Property.

(b) *Headleases*

Each Chargor must:

- (i) exercise its rights and comply with its obligations under any headlease under which it holds Property;
- (ii) use its reasonable endeavours to ensure that each landlord complies with its obligations under any such headlease; and
- (iii) if so required by the Security Agent, apply for relief against forfeiture of any such headlease,

in a proper and timely manner.

(c) *Maintenance*

Each Chargor must ensure that all buildings, plant, machinery, fixtures and fittings on its Property are in, and maintained in, good and substantial repair and condition and, as appropriate, in good working order (ordinary wear and tear excepted).

(d) *Development*

- (i) No Chargor may:
 - (A) make or allow to be made any application for planning permission in respect of any part of its Property; or
 - (B) carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of its Property.
- (ii) Sub-clause 8.6(d)(i) shall not apply to:
 - (A) ordinary course maintenance of buildings, plant, machinery, fixtures and fittings; or
 - (B) the carrying out of non-structural improvements or alterations which affect only the interior of any building on a Property.
- (iii) Each Chargor must comply in all respects with all planning laws, permissions, agreements and conditions to which its Property may be subject.

(e) *Notices*

Each Chargor must, within 14 days after the receipt of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to its Property (or any part of it):

- (i) deliver a copy to the Security Agent; and
- (ii) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant application, requirement, order or notice.

8.7 *Power to remedy*

If a Chargor fails to comply with any covenant set out in sub-clause 8.2 (*General undertakings*) to sub-clause 8.5(b) (*Property*) (inclusive), it will allow (and irrevocably authorises) the Security Agent or any Receiver to take any action on its behalf which the Security Agent or the Receiver (acting reasonably) deems necessary to ensure compliance with those covenants. Each Chargor shall reimburse to the Security Agent and/or any Receiver, on demand, all amounts expended by the Security Agent or any Receiver in remedying such failure together with interest in accordance with clause 13.4 (*Default Interest*) of the Facilities Agreement from the date of payment by the Security Agent or Receiver (as the case may be) until the date of reimbursement.

9. *Enforcement and powers of the Security Agent*

9.1 *Enforcement*

At any time following the occurrence of a Declared Default, the Security created pursuant to this Deed shall be immediately enforceable and the Security Agent may in its absolute discretion and without notice to the Chargors or any of them or the prior authorisation of any court:

- (a) enforce all or any part of the Security created by this Deed and take possession of or dispose of all or any of the Security Assets in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (ii) granted to a Receiver by this Deed or from time to time by law.

9.2 *Power of sale, leasing and other powers*

- (a) For the purpose of all rights and powers implied or granted by law, the Secured Liabilities are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 LPA and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time following the occurrence of a Declared Default.
- (b) The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 LPA.
- (c) In the exercise of the powers conferred by this Deed, the Security Agent may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and it may apportion any rent or other amount without the consent of any Chargor.

9.3 **Statutory restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the LPA shall not apply to the Security constituted by this Deed.

9.4 **Appropriation**

- (a) In this Deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No.2) Regulations 2003.
- (b) At any time following the occurrence of a Declared Default, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.
- (c) The Parties agree that the value of any such Security Assets appropriated in accordance with sub-clause 9.4(b) shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Security Agent by reference to such method or source of valuation as the Security Agent may reasonably select, including by independent valuation. The Parties agree that the methods or sources of valuation provided for in this sub-clause or selected by the Security Agent in accordance with this sub-clause shall constitute a commercially reasonable manner of valuation for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003.
- (d) The Security Agent shall notify the relevant Chargor, as soon as reasonably practicable, of the exercise of its right of appropriation as regards such of the Security Assets as are specified in such notice.

10. **Appointment of a Receiver or Administrator**

10.1 **Appointment**

- (a) At any time following the occurrence of a Declared Default, or at the request of a Chargor or its directors, the Security Agent may, without prior notice to the Chargors or any of them, in writing (under seal, by deed or otherwise under hand) appoint:
 - (i) a Receiver in respect of the Security Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his place; or
 - (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in sub-clause 10.1(a) shall restrict the exercise by the Security Agent of any one or more of the rights of the Security Agent under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.
- (c) Section 109(1) LPA shall not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Part A1 of the Insolvency Act 1986 (including any preliminary decision or investigation), other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

10.2 **Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

10.3 **Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it from time to time. For the purpose of this sub-clause, the limitation set out in section 109(6) LPA shall not apply.

10.4 **Liability of the Security Agent for actions of a Receiver or Administrator**

- (a) Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. No Secured Party shall be responsible for any misconduct, negligence or default of a Receiver.
- (b) No Secured Party shall have any liability for the acts or omissions of an Administrator.

11. **Powers of a Receiver**

A Receiver shall have (and be entitled to exercise) in relation to the Security Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- (a) all of the specific powers set out in Schedule 6 (*Powers of Receiver*);
- (b) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (d) all of the powers conferred on the Security Agent under this Deed;
- (e) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which a Chargor itself could do or omit to do; and
- (f) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, a Chargor; the collection and/or realisation of Security Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of a Chargor (whether under hand, or by way of deed or by utilisation of the company seal of a Chargor)).

12. **Application of monies**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Security or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in accordance with the Intercreditor Agreement.

13. **Protection of third parties**

13.1 **No obligation to enquire**

No purchaser from, or other person dealing with, a Secured Party shall be obliged or concerned to enquire whether:

- (a) the right of the Secured Party to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or

- (b) any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

13.2 ***Receipt conclusive***

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

14. **Protection of the Secured Parties**

14.1 ***No liability***

No Secured Party shall be liable in respect of any of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers.

14.2 ***Possession of Security Assets***

Without prejudice to sub-clause 14.1 (*No liability*), if a Secured Party enters into possession of the Security Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 ***No proceedings***

No Party (other than the Security Agent, a Receiver or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of a Secured Party in respect of any claim it might have against a Secured Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Security Asset and any officer, employee or agent of a Secured Party may rely on this sub-clause subject to sub-clause 1.4 (*Third party rights*) of the Facilities Agreement and the provisions of the Third Parties Rights Act.

15. **Cumulative powers and avoidance of payments**

15.1 ***Cumulative powers***

The powers which this Deed confers on the Security Agent and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15.2 ***Amounts avoided***

If any amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of a Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid.

15.3 ***Discharge conditional***

Any settlement or discharge between a Chargor and the Security Agent shall be conditional upon no security or payment to the Security Agent by a Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Security Agent under this Deed) the Security Agent shall be entitled to recover from each Chargor the value

which the Security Agent has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

16. Ruling-off accounts

If the Security Agent receives notice of any subsequent Security or other interest affecting any of the Security Assets (except as permitted by the Facilities Agreement) it may open a new account for each relevant Chargor in its books. If it does not do so then (unless it gives written notice to the contrary to the Chargors or any of them), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

17. Power of attorney

Each Chargor, by way of security, irrevocably and severally appoints each of the Security Agent and any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and each Chargor covenants with each of the Security Agent and any Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

18. Delegation

- 18.1 A Secured Party may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Deed.
- 18.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that that Secured Party may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

19. Redemption of prior charges

The Security Agent may redeem any prior Security on or relating to any of the Security Assets or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargors. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

20. Miscellaneous

20.1 Assignment

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed. The Security Agent may assign and transfer all or any part of its rights and obligations under this Deed.

20.2 Counterparts

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

- (b) Failure by one or more Parties ("**Non-Signatories**") to execute this Deed on the date of this Deed will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Any Non-Signatories may execute this Deed (or a counterpart of this Deed) on a subsequent date and will thereupon become bound by its provisions.
- (c) If any one or more of the Chargors is not bound by any or all of the provisions of this Deed (whether by reason of lack of capacity, improper execution, failure to execute or for any other reason whatsoever) the remaining Chargors shall nonetheless continue to be bound as if such Chargor had never been a party.

20.3 **Covenant to release**

At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargors, release the Security Assets from the security constituted by this Deed (including any assignment by way of security) by executing a release substantially in the form set out in Schedule 4 (*Form of Deed of Release*) with such amendments as the Security Agent may agree.

21. **Governing law**

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

22. **Jurisdiction**

- 22.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 22.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 22.3 This sub-clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Deed is executed on the date appearing at the head of page 1.

Schedule 1**The Chargors**

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Clearway (2021) Bidco Limited	England and Wales	13486743
The Clearway Group Limited	England and Wales	10417114
Broomco (4276) Limited	England and Wales	09318834
Clearway Group Holdings Limited	England and Wales	10421662
Clearway Group Support Services Limited (formerly known as GI Investments UK Limited)	England and Wales	07001966
Clearway Environmental Services (UK) Limited	England and Wales	04054612
Cerberus Security and an Monitoring Services Limited	England and Wales	3924713
Debt Squared Group Limited	England and Wales	06729253

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Schedule 2**Security Assets****Part 1****The Property**

None as at the date of this Deed.

Part 2**Intellectual Property**

None as at the date of this Deed.

Part 3**Shares**

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Clearway (2021) Bidco Limited (formerly Project Trafalgar Bidco Limited)	The Clearway Group Limited	Ordinary shares of £0.050005	1,585,938
The Clearway Group Limited	Broomco (4276) Limited	Ordinary share of £1.00	1
Broomco (4276) Limited	Clearway Group Holdings Limited	Ordinary share of £1.00	1
Clearway Group Holdings Limited	Clearway Group Support Services Limited (formerly known as GI Investments UK Limited)	A Ordinary shares of £0.10 B Ordinary shares of £0.10 C Ordinary shares of £0.10 D Ordinary shares of £0.10	500 A Ordinary shares 250 B Ordinary shares 250 C Ordinary shares 250 D Ordinary shares
Clearway Group Support Services Limited	Clearway Environmental Services (UK) Limited	Ordinary shares of £1.00	2

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Clearway Group Holdings Limited	Cerberus Security and Monitoring Services Limited	Ordinary share of £1.00	1
Clearway Group Holdings Limited	Debt Squared Group Limited	Ordinary shares of £0.10	508

Part 4

Assigned Contracts

None as at the date of this Deed.

Schedule 3**Form of notices****Part 1****(Form of notice in relation to an Account)**

To: • [insert name and address of Account provider] (the "**Account Bank**")

Dated: •

Dear [•]

Re: •

We notify you that we have charged to • (the "**Security Agent**") all our right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Accounts**") and to any other accounts from time to time that we maintain with you (the "**Other Accounts**") and to all interest (if any) accruing on the Accounts and the Other Accounts.

In this notice the Accounts and the Other Accounts are together referred to as the "**Charged Accounts**".

We irrevocably authorise and instruct you to disclose to the Security Agent any information relating to us and the Charged Accounts which the Security Agent may from time to time request you to provide.

We acknowledge that you may comply with the instructions in this notice without any further permission from us.

The instructions in this notice may not be revoked or amended without the prior written consent of the Security Agent.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that we have assigned or charged our rights to the monies standing to the credit of the Charged Accounts or otherwise granted any other interest over those monies in favour of any third party; and
- (c) in respect of the Charged Accounts and following the Security Agent notifying you that its security is enforceable, you will not permit any amount to be withdrawn from those Charged Accounts without the Security Agent's prior written consent.

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

Schedule

Account Designation	Account Number	Sort Code

Yours faithfully,

.....
for and on behalf of
[the relevant Chargor]

[On acknowledgement copy]

To: [insert name of Security Agent]

Copy to: [insert name of the relevant Chargor]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (c) (inclusive) of that notice.

.....
for and on behalf of
[Insert name of account provider]

Dated: ●

Part 2

(Form of notice to insurers)

To: • *[insert name and address of insurer]*

Dated: •

Dear [•]

Re: [identify the relevant insurance policy[ies]] (the "Policy[ies]")

We notify you that we have assigned, by way of security, to • (the "**Security Agent**") all our right, title and interest in the Policy[ies] as security for certain obligations owed by us to the Security Agent.

We further notify you that:

1. you may continue to deal with us in relation to the Policy[ies] until you receive written notice to the contrary from the Security Agent. Thereafter, we will cease to have any right to deal with you in relation to the Policy[ies] and therefore from that time you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Policy[ies] to the Security Agent on their request; and
3. the provisions of this notice may only be revoked or amended with the prior written consent of the Security Agent.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Agent is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you will not amend, waive or release any right, interest or benefit in relation to the Policy[ies] (or agree to do the same) without the prior written consent of the Security Agent;
- (c) the interest of the Security Agent as assignee has been noted against the Policy[ies];
- (d) after receipt of written notice in accordance with paragraph 1, you will pay all monies to which we are entitled under the Policy[ies] direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing;
- (e) you will notify the Security Agent if you propose to repudiate, rescind or cancel any Policy[ies], to treat [it/them] as avoided in whole or in part, to treat [it/them] as expired due to non-payment of premium or otherwise decline any valid claim under [it/them] by or on behalf of any insured party;
- (f) you have not received notice that we have assigned or charged our rights under the Policy[ies] to a third party or created any other interest in the Policy[ies] in favour of a third party; and

- (g) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy[ies].

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

Yours faithfully

.....

for and on behalf of
[the relevant Chargor]

[On acknowledgement copy]

To: *[insert name of Security Agent]*

Copy to: • *[the relevant Chargor]*

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (g) (inclusive) of that notice.

.....

for and on behalf of
• **[name of insurer]**

Dated: •

Part 3

(Form of notice in relation to Contracts)

To: [insert name and address of counterparty]

Dated: •

Dear [•]

Re: [identify the relevant agreement] (the "Agreement")

We notify you that we have assigned, by way of security to • (the "**Security Agent**") all our right, title and interest in the Agreement as security for certain obligations owed by us to the Security Agent.

We further notify you that:

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

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you will not amend in [any/a material] way, waive or release any rights, interest or benefit in relation to the Agreement or terminate the Agreement without the prior written consent of the Security Agent;
- (c) you have not received notice that we have assigned or charged our rights under the Agreement to a third party or created any other interest in the Agreement in favour of a third party; and
- (d) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Agreement.

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

Yours faithfully

.....

for and on behalf of
[*the relevant Chargor*]

[On acknowledgement copy]

To: [insert name of Security Agent]

Copy to: [*the relevant Chargor*]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (d) (inclusive) of that notice.

.....

for and on behalf of
[insert name of counterparty]

Dated: ●

Schedule 4

Form of Deed of Release

This Deed of Release is made on 20●●

Between:

- (1) ● [The Security Agent] as trustee for itself and for each of the other secured parties (the "Security Agent"); and
- (2) [The Chargors] (company number ●) whose registered office is at ● (the "Chargors").

It is agreed as follows:

1. Capitalised terms used but not otherwise defined in this Deed have the meaning ascribed to them by the debenture granted by the Chargors to the Security Agent on ● (the "**Debenture**").
2. The Security Agent releases all and any Security (including any assignment by way of security) created by, or evidenced in, the Debenture (together the "**Security Interests**").
3. The Security Agent confirms that it is entering into this Deed on behalf of the Secured Parties.
4. The Security Agent agrees, subject to its costs for so doing being fully indemnified by the Chargors, to execute such other documents for the release of the Security Interests as the Chargors may reasonably require, including, without limitation, notices of reassignment and Land Registry Forms.
5. This Deed and any non-contractual obligations arising out of or in connection with it are governed by English Law.

In witness this Deed is executed on the date appearing at the head of page 1.

[Add signature blocks]

NOTE: this deed of release is intended to provide a simple template for the Security Agent to execute on redemption of the secured liabilities without needing to take additional legal advice at such time should it choose not to. It cannot therefore be negotiated until the time of release, at which point the Security Agent will consider any proposed amendments from the Chargor.

Schedule 6

Powers of Receiver

1. **Possession**

Take immediate possession of, get in and collect the Security Assets or any part thereof.

2. **Carry on business**

Carry on, manage or concur in carrying on or managing the whole or any part of the business of any Chargor as he in his discretion may think fit.

3. **Protection of assets**

- (a) Manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Security Assets or concur in so doing;
- (b) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on the Property;
- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit.

4. **Realisation of assets**

Sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit.

5. **Let, hire or lease**

- (a) Let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
- (b) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Security Assets;
- (c) exchange or concur in exchanging the Security Assets;

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the relevant Chargor or otherwise.

6. **Registration**

Use a Chargor's name to effect any registration or election for tax or other purposes.

7. **Insurances**

Effect, review or vary insurances.

8. **Borrowing**

For the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the Security created by this Deed or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed.

9. **Lending**

Lend money to any person.

10. **Advance credit**

Advance credit, in the ordinary course of a Chargor's business, to any person.

11. **Make calls**

Make, or require the directors of any Chargor to make, such calls upon the shareholders of that Chargor in respect of any uncalled capital of that Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of that Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise.

12. **Compromise**

- (a) Settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of any Chargor, as he may in his discretion think fit; and
- (b) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Security Assets, as he in his discretion may think fit.

13. **Proceedings**

In the name of any Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Security Assets as he in his discretion may think fit.

14. **Subsidiaries**

- (a) Promote the formation of any subsidiary of any Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit; and

- (c) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit;

15. **Employees**

Appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he in his discretion may think fit.

16. **Receipts**

Give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Security Assets.

17. **Delegation**

Delegate any or all of his powers in accordance with this Deed.

Signatories to Supplemental Debenture

Chargors

Executed as a Deed by)
CLEARWAY (2021) BIDCO LIMITED)
acting by Richard Scully)
a director)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

DocuSigned by: [Redacted]
C11F48EF464
DocuSigned by: [Redacted]
EE30F1339ED6473
Hazel Scully
[Redacted]
Secretary

Notice details

Address: 42 Wigmore Street, London W1U 2RY
Email: jb@nextwavepartners.co.uk
Attention: Jonathan Brod

Executed as a Deed by)
THE CLEARWAY GROUP LIMITED)
acting by Richard Scully)
a director)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

DocuSigned by: [Redacted]
C11F48EF464
DocuSigned by: [Redacted]
EE30F1339ED6473
Hazel Scully
[Redacted]
Secretary

Notice details

Address: Pennine Place, 2a Charing Cross Road, London, England, WC2H 0HF
Email: richard.scully@theclearwaygroup.co.uk
Attention: Richard Scully

Executed as a **Deed** by)
BROOMCO (4276) LIMITED)
acting by Richard Scully)
a director)
in the presence of:)

Signature of director DocuSigned by: [Redacted]
[Redacted] 5E30F13399D6473...
Signature of witness [Redacted]
[Redacted] 5E30F13399D6473...
Name of witness Hazel Scully
[Redacted]
Address of witness [Redacted]
Occupation of witness Secretary

Notice details

Address: Pennine Place, 2a Charing Cross Road, London, England,
WC2H 0HF

Email: richard.scully@theclearwaygroup.co.uk

Attention: Richard Scully

Executed as a **Deed** by)
CLEARWAY GROUP HOLDINGS LIMITED)
acting by Richard Scully)
a director)
in the presence of:)

Signature of director DocuSigned by: [Redacted]
[Redacted] 5E30F13399D6473...
Signature of witness [Redacted]
[Redacted] 5E30F13399D6473...
Name of witness Hazel Scully
[Redacted]
Address of witness [Redacted]
Occupation of witness Secretary

Notice details

Address: Pennine Place, 2a Charing Cross Road, London, England,
WC2H 0HF

Email: richard.scully@theclearwaygroup.co.uk

Attention: Richard Scully

Executed as a Deed by)
CLEARWAY GROUP SUPPORT SERVICES LIMITED)
acting by Richard Scully)
a director)
in the presence of:)

Signature of director DocuSigned by [Redacted]
Signature of witness DocuSigned by [Redacted]
Name of witness Hazel Scully
Address of witness [Redacted]
Occupation of witness Secretary

Notice details
Address: Pennine Place, 2a Charing Cross Road, London, England, WC2H 0HF
Email: richard.scully@theclearwaygroup.co.uk
Attention: Richard Scully

Executed as a Deed by)
CLEARWAY ENVIRONMENTAL SERVICES (UK) LIMITED)
acting by Richard Scully)
a director)
in the presence of:)

Signature of director DocuSigned by [Redacted]
Signature of witness DocuSigned by [Redacted]
Name of witness Hazel Scully
Address of witness [Redacted]
Occupation of witness Secretary

Notice details
Address: Pennine Place, 2a Charing Cross Road, London, England, WC2H 0HF
Email: richard.scully@theclearwaygroup.co.uk
Attention: Richard Scully

Executed as a **Deed** by)
CERBERUS SECURITY AND MONITORING SERVICES LIMITED)
acting by Richard Scully)
a director)
in the presence of:)

DocuSigned by: [Redacted]
Signature of director
DocuSigned by: [Redacted] CC5DC1EE48EE464...
Signature of witness [Redacted] SE30F13399D6473...
Name of witness Hazel Scully
Address of witness [Redacted]
Occupation of witness Secretary

Notice details

Address: Pennine Place, 2a Charing Cross Road, London, England,
WC2H 0HF

Email: richard.scully@theclearwaygroup.co.uk

Attention: Richard Scully

Executed as a **Deed** by)
DEBT SQUARED GROUP LIMITED)
acting by Richard Scully)
a director)
in the presence of:)

DocuSigned by: [Redacted]
Signature of director
DocuSigned by: [Redacted] CC5DC1EE48EE464...
Signature of witness [Redacted] SE30F13399D6473...
Name of witness Hazel Scully
Address of witness [Redacted]
Occupation of witness Secretary

Notice details

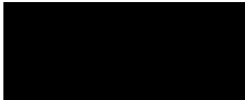
Address: Pennine Place, 2a Charing Cross Road, London, England,
WC2H 0HF

Email: richard.scully@theclearwaygroup.co.uk

Attention: Richard Scully

Security Agent

Signed by Keith Reader)
authorised signatory)
for and on behalf of)
WILMINGTON TRUST (LONDON) LIMITED)



2A2EC758DE7947A...

Notice Details

Address: Third Floor, 1 King's Arms Yard, London EC2R 7AF
e-mail: kreader@wilmingtontrust.com
Attention: Keith Reader

