

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 will be scanned and placed on the public record.



A17 30/08/2013 #375
COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 5 5 6 7 3 0 6

Company name in full FCC PFI HOLDINGS LIMITED

3 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 02 02 2008 20 01 2008

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 HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Description

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

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

MR01

Particulars of a charge

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 Allen & Overy LLP on behalf of the Chargee X

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

MR01**Particulars of a charge****Presenter information**

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

Contact name LOUISE BREWER

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region LONDON

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone +44 (0)20 3088 4244

**Certificate**

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

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

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

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR 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: 5567306

Charge code: 0556 7306 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd August 2013 and created by FCC PFI HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th August 2013.

Given at Companies House, Cardiff on 2nd September 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PO

EXECUTION VERSION

Except for material redacted
pursuant to s859G of the Companies
Act 2006, I certify that this is a
correct copy of the original document

LOL

ALLEN OVERY LLP
29 August 2013

SUBSEQUENT CASH COLLATERAL ACCOUNT SECURITY AGREEMENT

DATED 22 August 2013

BETWEEN

FCC PFI HOLDINGS LIMITED
(as Chargor)

AND

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
(as Security Agent)

ALLEN & OVERY

Allen & Overy LLP

0091212-0000002 BK 24898956 5

CONTENTS

Clause	Page
1 Interpretation	1
2 Limited Recourse	2
3 Creation of Security	2
4 Restrictions on dealings	3
5 Representations	3
6 Credit Balance	3
7 Preservation of Security	4
8 When Security becomes enforceable	6
9 Enforcement of Security	7
10 Application of proceeds	7
11 Expenses and indemnity	7
12 Further assurances	8
13 Power of attorney	8
14 Changes to the Parties	9
15 Miscellaneous	9
16 Release	9
17 Severability	10
18 Waivers and Remedies Cumulative	10
19 Counterparts	10
20 Governing law	10
21 Jurisdiction	10
 Schedule	
1 Forms of notice for Subsequent Cash Collateral Account	11
 Signatories	14

THIS DEED is dated 22 August 2013 and is made BETWEEN

- (1) FCC PFI HOLDINGS LIMITED (registered number 05567306) (the **Chargor**), and
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (the **Security Agent**) as agent and trustee for the Finance Parties (as defined in the Credit Agreement (as defined below))

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Finance Documents (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 INTERPRETATION

1.1 Definitions

In this Deed

Act means the Law of Property Act 1925

Charged Debt means the debt owed by the Subsequent Cash Collateral Account Bank to the Chargor represented by the Credit Balance

Credit Agreement means the credit agreement 17 April 2013 between, among others, the Chargor and the Security Agent

Credit Balance means the credit balance from time to time on the Subsequent Cash Collateral Account, including all interest accrued on that balance

Party means a party to this Deed

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Finance Party under any Finance Document except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006

Security means any Security Interest created, evidenced or conferred by or under this Deed

Security Assets means all assets of the Chargor the subject of any security created or expressed to be created by this Deed

Security Period means the period beginning on the date of this Deed and ending on the date on the Senior Finance Liabilities Discharge Date

Subsequent Cash Collateral Account means the Sterling-denominated account opened in the name of the Chargor with the Subsequent Cash Collateral Account Bank at Abbey National Treasury Services plc, designated as the "Subsequent Cash Collateral Account" (with the full account name being the "FCC PFI Holding Limited Subsequent Cash Collateral Account" with account identifier

‘FCC PFI II SCC’ (and with standard settlement instructions [REDACTED] Fav Abbey National Treasury Services Plc))

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The principles of construction set out in Clause 1.2 (Construction) of the Credit Agreement will apply to this Deed as if they were set out in full in this Deed, except that references to the Credit Agreement will be construed as references to this Deed
 - (i) A **Finance Document** or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment or supplement to that Finance Document or other agreement or instrument, including any change in the purpose of any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed, and
 - (iii) **assets** includes present and future properties, revenues and rights of every description
- (c) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Finance Party
- (d) If the Security Agent considers that an amount paid to a 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 Deed

2. LIMITED RECOURSE

Notwithstanding any other provision of this Deed, no liability under this Deed shall attach to the Chargor in excess of the proceeds of realisation of the Security Assets and the Security Agent shall not have recourse to any of the Chargor's assets other than the Security Assets. The Chargor's assets (other than the Security Assets) shall not be subject to any form of execution or attachment or other recourse whatsoever in respect of any liability of the Chargor under the Finance Documents.

3. CREATION OF SECURITY

3.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of the Chargor,
 - (iii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

3.2 Charged Debt

The Chargor charges by way of a first fixed charge all of its rights in respect of the Charged Debt

4 RESTRICTIONS ON DEALINGS

Except with the prior written consent of the Security Agent, the Chargor must not

- (a) create or allow to subsist any Security Interest (other than under this Deed) or any third party interest on or in the Charged Debt, or
- (b) sell, transfer, license, lease or otherwise dispose of the Charged Debt

5 REPRESENTATIONS

5.1 Nature of security

The Chargor represents and warrants on the date of this Deed to each Finance Party that

- (a) it is the sole legal and beneficial owner of the Charged Debt,
- (b) the Charged Debt is free from any Security Interest (except for those created by or under this Deed) and any other rights or interests in favour of third parties, and
- (c) this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise

5.2 Times for making representations

- (a) The representations and warranties set out in this Deed are made on the date of this Deed to each Finance Party
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by the Chargor on the date of each Request on each Utilisation Date and on the first day of each Term, in each case by reference to the facts and circumstances existing on such date

6 CREDIT BALANCE

6.1 Withdrawals

Except as permitted under the Finance Documents, the Chargor must not withdraw any part of any Credit Balance

6.2 Change of Subsequent Cash Collateral Account Bank

- (a) If so permitted under the terms of the Subsequent Cash Collateral Account Agreement and the other Finance Documents, the Subsequent Cash Collateral Account Bank may be changed to another bank or financial institution if the Chargor and the Security Agent so agree and must be changed if the Security Agent (acting reasonably) so requires in accordance with the terms of the Finance Documents
- (b) A change of Subsequent Cash Collateral Account Bank will only be effective when the Chargor and the new Subsequent Cash Collateral Account Bank have delivered a notice and acknowledgement

substantially in the form set out in Schedule 1 (Forms of notice for Subsequent Cash Collateral Account)

- (c) If there is a change of Subsequent Cash Collateral Account Bank, the amount (if any) standing to the credit of the Subsequent Cash Collateral Account maintained with the Subsequent Cash Collateral Account Bank will be transferred to the corresponding Subsequent Cash Collateral Account maintained with the new Subsequent Cash Collateral Account Bank immediately upon the appointment taking effect. The Chargor irrevocably gives all Authorisations and instructions necessary for any such transfer to be made.
- (d) The Chargor must take any action which the Security Agent may require to facilitate a change of Subsequent Cash Collateral Account Bank and any transfer of credit balances (including the execution of bank mandate forms).

6.3 Notices of charge

The Chargor must (if required by the Security Agent)

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 1 (Forms of notice for Subsequent Cash Collateral Account) on the Subsequent Cash Collateral Account Bank, and
- (b) use its reasonable endeavours to ensure that the Subsequent Cash Collateral Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 1 (Forms of notice for Subsequent Cash Collateral Account).

7 PRESERVATION OF SECURITY

7.1 Continuing security

Subject to Clause 16 (Release) the Security created by this Deed is continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

7.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

7.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Finance Party)

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group

- (c) 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 Obligor or other person,
- (d) 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
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person
- (f) any amendment of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security, or
- (h) any insolvency or similar proceedings

7.4 Immediate recourse

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

7.5 Appropriations

Each Finance Party (or any trustee or agent on its behalf) may at any time during the Security Period

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of the Secured Liabilities or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor will not be entitled to the benefit of such moneys, security or rights, and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

7.6 Deferral of Chargor's rights

- (a) Unless the Security Period has expired or the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Deed
 - (i) to be indemnified by an Obligor,
 - (ii) to claim any contribution from any Obligor of any Obligor's obligations under the Finance Documents

- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to or in connection with, the Finance Documents by any Finance Party,
 - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has granted security under this Deed,
 - (v) to exercise any right of set-off against any Obligor, and/or
 - (vi) to claim or prove as a creditor of any Obligor in competition with any Finance Party
- (b) If the Chargor receives any benefit, payment or distribution in relation to such rights it must hold that benefit payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and must promptly pay or transfer them to the Security Agent or as the Security Agent may direct for application in accordance with this Deed

7.7 Additional security

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Finance Party
- (b) No prior security held by any Finance Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security

7.8 Security held by Chargor

The Chargor may not without the prior consent of the Security Agent, hold any security from any other Obligor in respect of the Chargor's liability under this Deed. The Chargor will hold any security held by it in breach of this provision on trust for the Security Agent

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 Event of Default

This Security will become immediately enforceable if an Event of Default is outstanding which has resulted in the Facility Agent exercising any of its rights under clause 25.25 (Consequences of an Event of Default) of the Credit Agreement and the Security Agent gives notice to the Chargor that this Security is enforceable

8.2 Discretion

After this Security has become enforceable the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct provided that the proceeds of enforcement of this Security will be payable in accordance with Clause 10 (Application of proceeds)

9 ENFORCEMENT OF SECURITY

9.1 General

- (a) For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed, provided that such powers may not be exercised prior to the date on which the Security has become enforceable in accordance with Clause 8 (When Security becomes Enforceable)
- (b) Any restriction on the power of sale (including under Section 103 of the Act) or the right of a mortgagee to consolidated mortgages conferred by law (including under section 93 of the Act) does not apply to this Security

9.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable by reason of entering into possession of a Security Asset

- (a) to account as mortgagee in possession or for any loss on realisation or
- (b) for any default or omission for which a mortgagee in possession might be liable

9.3 Privileges

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)

9.4 Applying Credit Balance

The Security Agent may at any time after this Security becomes enforceable require the Subsequent Cash Collateral Account Bank to pay the Credit Balance to the Security Agent or as the Security Agent may direct and the Security Agent may apply all or any part of the Credit Balance against all or any part of the Secured Liabilities

9.5 Contingencies

If this 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 may pay the proceeds of any recoveries effected by it into a suspense account

10. APPLICATION OF PROCEEDS

- (a) Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in accordance with the Security Trust and Intercreditor Deed
- (b) This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Finance Party to recover any shortfall from the Chargor or an Obligor

11 EXPENSES AND INDEMNITY

The Chargor must

- (a) immediately on demand pay all liabilities costs and expenses (including in each case legal fees and any liabilities costs and expenses arising from actual or alleged breach by any person of any law or regulation whether relating to the environment or otherwise) incurred in connection with this Deed by any Finance Party, Receiver, attorney manager, agent or other person appointed by the Security Agent under this Deed, including any arising from actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise, and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

12 FURTHER ASSURANCES

The Chargor must, at its own expense, promptly following a request from Facility Agent, the Security Agent or a Receiver (or any of its delegates or sub-delegates), take whatever action the Facility Agent, the Security Agent or a Receiver (or any of its delegates or sub-delegates) (as the case may be) may require in order to

- (a) create, perfect or protect the Security Interests created under the Security Documents,
- (b) exercise any rights, powers and remedies of the Finance Parties provided by or pursuant to the Finance Documents or by law and/or
- (c) (on and following the occurrence of an Event of Default which is outstanding) facilitate the realisation of the assets which are or which are intended to be, the subject of the Security Documents

This includes (without limitation)

- (i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) 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 think necessary (acting reasonably)

13 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, provided that

- (a) the Security Agent has issued a written request to the Chargor to carry out any action that it intends to take under this Deed, and
- (b) the Chargor has failed to comply with such request within 5 Business Days of such request

The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause, save where the attorney is guilty of wilful misconduct or gross negligence

14 CHANGES TO THE PARTIES

14.1 The Chargor

The Chargor may not assign or transfer any of its rights or obligations under this Deed without the prior consent of the Security Agent

14.2 The Security Agent

- (a) The Security Agent may assign or otherwise dispose of all or any of its rights under this Deed in accordance with the Finance Documents to which it is a party and may disclose any information in its possession relating to the Chargor to any actual or prospective assignee, transferee or participant
- (b) References to the Security Agent in this Deed include any successor Security Agent appointed under the Security Trust and Intercreditor Deed

15 MISCELLANEOUS

15.1 Lending

Each Lender must perform its obligations under the Finance Documents (including any obligation to make available further advances)

15.2 New Accounts

- (a) If any subsequent charge or other interest affects the Charged Debt, a Finance Party may open a new account with the Chargor
- (b) If a Finance Party does not open a new account with the Chargor it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to that Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

15.3 Currencies

For the purpose of exercising any right to apply the Credit Balance to the Secured Liabilities, if all or any part of the Credit Balance and the Secured Liabilities are in different currencies, the Security Agent may convert either amount at a market rate of exchange in its usual course of business for the purpose of exercising that right

15.4 No liability

The Security Agent will not be liable for any loss of any kind resulting from the exercise of its rights under this Deed to require the Subsequent Cash Collateral Account Bank to account to it for the Charged Debt

16. RELEASE

- (a) The Security Agent shall promptly notify the Chargor upon becoming aware that the Senior Finance Liabilities Discharge Date has occurred

- (b) Once the Security Period has expired, the Finance Parties must at the request and cost of the Chargor, take whatever action is necessary to release the Charged Debt from this Security

17 SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect

- (a) the legality validity or enforceability in that jurisdiction of any other term of this Deed, or
- (b) the legality validity or enforceability in any other jurisdiction of that or any other term of this Deed

18 WAIVERS AND REMEDIES CUMULATIVE

The rights of each Finance Party under this Deed

- (a) may be exercised as often as necessary,
- (b) are cumulative and not exclusive of its rights under the general law, and
- (c) may be waived only in writing and specifically

Delay in exercising or non-exercise of any right is not a waiver of that right

19 COUNTERPARTS

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

20 GOVERNING LAW

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

21 JURISDICTION

Clause 43 (Enforcement) of the Credit Agreement applies to this Deed

THIS DEED has been entered into and executed as a deed by the Chargor with the intention that it be delivered on the date stated at the beginning of this Deed

SCHEDULE 1

FORMS OF NOTICE FOR SUBSEQUENT CASH COLLATERAL ACCOUNT

PART 1

NOTICE TO SUBSEQUENT CASH COLLATERAL ACCOUNT BANK

NOTICE dated []

From [Chargor] (the **Chargor**)

To [Cash Collateral Account Bank] (the **Subsequent Cash Collateral Account Bank**)

Copy [Security Agent] (the **Security Agent**)

This notice relates to the following account (the **Subsequent Cash Collateral Account**)

Cash Collateral Account holder	
Cash Collateral Account Bank	
Cash Collateral Account Number	

The Chargor has charged (by way of first fixed charge) in favour of the Security Agent all its rights in respect of any amount standing to the credit of the Subsequent Cash Collateral Account

Subject to the terms of the Subsequent Cash Collateral Account Agreement, the Chargor irrevocably instructs and authorises you to

- (a) disclose to the Security Agent any information relating to the Subsequent Cash Collateral Account reasonably requested from the Subsequent Cash Collateral Account Bank by the Security Agent at the cost of the Chargor and provided that reasonable prior written notice is given to you by the Security Agent,
- (b) comply with the terms of any written notice or instruction relating to the Subsequent Cash Collateral Account received by the Subsequent Cash Collateral Account Bank from the Security Agent,
- (c) hold all sums standing to the credit of the Subsequent Cash Collateral Account to the order of the Security Agent, and
- (d) pay or release any sum standing to the credit of the Subsequent Cash Collateral Account in accordance with the written instructions of the Security Agent

The Chargor is not permitted to withdraw any amount, other than interest accrued on the Subsequent Cash Collateral Account, from the Subsequent Cash Collateral Account without the prior written consent of the Security Agent

The Chargor acknowledges that the Subsequent Cash Collateral Account Bank may comply with the instructions in this letter without any further permission from the Chargor or enquiry by the Subsequent Cash Collateral Account Bank

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

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

Please confirm the agreement of the Subsequent Cash Collateral Account Bank to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to the Chargor

(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF SUBSEQUENT CASH COLLATERAL ACCOUNT BANK

ACKNOWLEDGMENT dated []

From [Cash Collateral Account Bank] (the **Subsequent Cash Collateral Account Bank**)

To [Security Agent] (the **Security Agent**)

Copy [Chargor] (the **Chargor**)

The Subsequent Cash Collateral Account Bank acknowledges receipt of a notice (the **Notice**) a copy of which is attached. The term **Subsequent Cash Collateral Account** has the meaning given in the Notice.

The Subsequent Cash Collateral Account Bank confirms that it

- (a) accepts the instructions contained in the Notice and agrees to comply with the Notice,
- (b) has not received notice of the interest of any third party in the Subsequent Cash Collateral Account,
- (c) has neither claimed nor exercised nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Subsequent Cash Collateral Account, and
- (d) will not permit any amount to be withdrawn from the Subsequent Cash Collateral Account without the prior written consent of the Security Agent.

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

(Authorised signatory)

[Account Bank]

[By countersigning this Acknowledgment the Security Agent consents to the Subsequent Cash Collateral Account Bank paying all accrued interest on the Subsequent Cash Collateral Account to the Chargor in accordance with its normal business terms.

(Authorised signatory)

[Security Agent]]

SIGNATORIALS

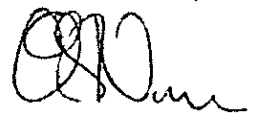
Charger

EXECUTED AS A DEED by)
FCC PFI HOLDINGS LIMITED)
on being signed by a Director and a Director/Secretary)
pursuant to a resolution of the Board)

Director



Director/Secretary



Security Agent

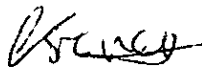
EXECUTED as a DEED by)
as Attorney for HSBC CORPORATE)
TRUSTEE COMPANY (UK) LIMITED)



Natalie Gibbons
Authorised Signatory

Attorney name

Witnessed by Louise Brewer



Witness Name

Witness Address

Allen & Overy LLP
One Bishops Square
London
E16 4AD

SIGNATORIES

Charger

EXECUTED AS A DEED by)
ICC PFI HOLDINGS LIMITED)
on being signed by a Director and a Director/Secretary)
pursuant to a resolution of the Board)

Director

Director/Secretary

Security Agent

EXECUTED as a DEED by)
as Attorney for HSBC CORPORATE)
TRUSTEE COMPANY (UK) LIMITED)

Natalie Gibbons
Authorised Signatory

Attorney name

Witnessed by Louise Brewer

Witness Name

Witness Address Allen & Overy LLP
One Bishops Square
London
E16 4AD

