106570 / 13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Laserform

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 accompanie court order extending the time for delivery

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

MONDAY

L41V7F5E
LD4 23/02/2015 #55
COMPANIES HOUSE

1 Company details

For official use 2

Company number	0 5 9 7 2 5 0 0
Company name in full	Equitix Holdings Limited

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

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 1 d 3 m 0 m 2 y 2 y 0 y 1 y 5

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

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

Name	Tetragon Financial Group Master Fund 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 Brief description

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

Brief description

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

Please limit the description to the available space

5 Other charge or fixed security

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

[✓] **Yes**

☐ **No**

6 Floating charge

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

[✓] **Yes** Continue

☐ **No** Go to **Section 7**

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

[✓] **Yes**

7 Negative Pledge

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

[✓] **Yes**

☐ **No**

8 Trustee statement ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X [illegible] X

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

MR01
Particulars of a charge

Presenter information

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

Contact name John Ramsden

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

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

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

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

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

Further information

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

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5972500

Charge code: 0597 2500 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2015 and created by EQUITIX HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2015

DX

Given at Companies House, Cardiff on 3rd March 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

MEZZANINE DEED OF ACCESSION

DATE 13 February 2015

PARTIES

(1) **THE COMPANIES**, whose names, registered numbers and registered offices are set out in Schedule 1 (the "**Additional Chargors**"),

(2) **TETRAGON FINANCIAL GROUP MASTER FUND LIMITED** (the "**Security Agent**"), and

(3) **PACE BIDCO LIMITED** (registered in England and Wales No 9213529) (the "**Company**")

BACKGROUND

(A) The Company has entered into a security agreement dated 30 January 2015 (the "**Security Agreement**") between (i) the Company and (ii) the Security Agent

(B) Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement

(C) The Security Agent and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand

(D) The Security Agent holds the benefit of this deed on trust for the Finance Parties on the terms of the Finance Documents

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

Definitions

1 1 Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed This deed is a Finance Document

Construction

1 2 Unless otherwise provided in this deed the provisions of clause 1 2 to 1 8 (*Construction*) of the Security Agreement shall apply to this deed as though they were set in full in this deed, *mutatis mutandis*

2. ACCESSION AND COVENANT TO PAY

2 1 With effect from the date of this deed each Additional Chargor

2 1 1 will become a party to the Security Agreement as a Chargor, and

2 1 2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

2 2 Subject to any express limits on its liability specifically set out in the Mezzanine Facility Agreement Agreement, each Additional Chargor hereby covenants with the Security Agent (as trustee for the Finance Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Finance Parties in the manner and at the time provided for in the Finance Documents

UK 205140904 2

CERTIFIED AS A TRUE AND COMPLETE COPY OF THE ORIGINAL SAVE FOR REDACTIONS UNDER S. 859G COMPANIES ACT 2006
CMS Cameron McKenna LLP
Date: 25/02/2015
CMS Cameron McKenna LLP, Mitre House, 160 Aldersgate Street, London EC1A 4DD

2 3 Neither the covenant to pay in clause 2 2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

2 4 The Company hereby agrees to the Additional Chargors' accession

3. GRANT OF SECURITY

Fixed Security

3 1 Subject to the Senior Security, each Additional Chargor with full title guarantee hereby

3 1 1 grants to the Security Agent (as trustee for the Finance Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties Currently Owned*) to this deed,

3.1 2 charges to the Security Agent (as trustee for the Finance Parties), by way of first fixed charge, all its

(a) Properties acquired by it after the date of this deed,

(b) Property Interests,

(c) Equipment,

(d) Securities

(e) Intellectual Property,

(f) Debts,

(g) Accounts,

(h) Goodwill and Uncalled Capital, and

(i) rights, title and interest to any agreement, licence, consent or Authorisations (statutory or otherwise) relating to its business at any time not otherwise mortgaged charged or assigned pursuant to clauses 3.1 1 to 3 1 4 inclusive

3 1 3 assigns to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and

3 1 4 assigns to the Security Agent (as trustee for the Finance Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee, including but not limited to those listed in schedule 4 (Assigned Agreements) of this deed and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

Floating Security

3 2 Subject to the Senior Security, each Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Finance Parties) by way of first floating charge (a) all of its undertaking property assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1 to 3 1 4 inclusive above and (b) all of its assets situated in Scotland but (c) excluding any assets situated in Guernsey

Leasehold Security Restrictions

3 3 There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause 3 1 (*Restrictions on Dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained

3 4 For each Excluded Property, each Additional Chargor undertakes to

3 4 1 apply for the relevant consent or waiver of prohibition or conditions within ten Business Days of the date of this deed and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,

3 4 2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and

3 4 3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy

3 5 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Finance Parties) under clause 3 1 1, clause 3 1 2(a) or clause 3 1 2(b) (*Fixed Security*) of the Security Agreement as the case may be If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require

4. LAND REGISTRY RESTRICTION

In respect of any Property situated in England and Wales registered at the Land Registry and either (i) charged by way of a legal mortgage under this deed or (ii) otherwise identified by the Security Agent as requiring a restriction, each Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property

"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 charge dated [•] in favour of [*name of Security Agent*] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

5 MISCELLANEOUS

With effect from the date of this deed

5 1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this deed),

5 2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties Currently Owned*) (or any part of it), schedule 3 (*Accounts*) (or any part of it) or schedule 4 (*Assigned Agreements*) (or any part of it) will include a reference to schedule 2, schedule 3 or schedule 4 of this deed (or relevant part of such schedule) as applicable

6 GOVERNING LAW

This deed is governed by and shall be construed in accordance with, English law

7. ENFORCEMENT

Jurisdiction of English Courts

7 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**")

7 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

7 3 This clause 7 3 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

Service of Process

7 4 Without prejudice to any other mode of service allowed under any relevant law, each Additional Chargor

7 4 1 irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document, and

7 4 2 agrees that failure by a process agent to notify any Additional Chargor of the process will not invalidate the proceedings concerned

8 COUNTERPARTS

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In Witness whereof this deed has been duly executed on the date first above written

SCHEDULE 1

ADDITIONAL CHARGORS

Name	Registered Number	Registered Office
Equitix Holdings Limited	05972500	10-11 Charterhouse Square London EC1M 6EH
Equitix Investment Management Limited	06273020	10-11 Charterhouse Square London EC1M 6EH
Equitix Limited	6026637	10-11 Charterhouse Square London EC1M 6EH
Equitix GP 1 Limited	49416	Redwood House, St Julian's Avenue, St Peter Port, Guernsey, GY1 1WA
Equitix GP 2 Limited	52486	Redwood House, St Julian's Avenue St Peter Port, Guernsey, GY1 1WA
Equitix GP 3 Limited	55700	Redwood House, St Julian s Avenue, St Peter Port, Guernsey, GY1 1WA
Equitix Energy Efficient GP 1 Limited	08144724	10-11 Charterhouse Square London EC1M 6EH
Equitix Energy Efficiency GP 1 Limited	56253	Redwood House, St Julian's Avenue St Peter Port, Guernsey, GY1 1WA
Equitix Finance Limited	6026641	10-11 Charterhouse Square London EC1M 6LH
Equitix No 1 Limited	6734860	10-11 Charterhouse Square London EC1M 6LH
Equitix No 2 Limited	7405279	10-11 Charterhouse Square London EC1M 6LH
Equitix No 3 Limited	8196295	10-11 Charterhouse Square London EC1M 6EH
Equitix Energy Efficiency No 1 Limited	8451746	10-11 Charterhouse Square London EC1M 6EH

SCHEDULE 2

PROPERTIES CURRENTLY OWNED

Part A:

Registered Land

None at the date of this deed

Part B:

Unregistered Land

None at the date of this deed

SCHEDULE 3

ACCOUNTS

Company name	Bank	Bank Address	Account number	Sort Code
Equitix Ltd	The Royal Bank of Scotland plc	[redacted]	[redacted]	[redacted]
Equitix Ltd	The Barclays Bank plc	[redacted]	[redacted]	[redacted]
Equitix Investment Management Ltd	The Royal Bank of Scotland plc	[redacted]	[redacted]	[redacted]
Equitix Investment Management Ltd	Barclays Bank plc	[redacted]	[redacted]	[redacted]
Equitix Investment Management Ltd	Barclays Bank plc	[redacted]	[redacted]	[redacted]
Equitix Holdings Ltd	The Royal Bank of Scotland plc	[redacted]	[redacted]	[redacted]
Equitix Holdings Ltd	Barclays Bank plc	[redacted]	[redacted]	[redacted]

		[redacted]		
Equitix Energy Efficient GP 1 Limited	The Royal Bank of Scotland plc	[redacted]	[redacted]	[redacted]
Equitix No 1 Limited	The Royal Bank of Scotland plc	[redacted]	[redacted]	[redacted]
Equitix No 2 Limited	The Royal Bank of Scotland plc	[redacted]	[redacted]	[redacted]
Equitix GP 1 Limited	The Royal Bank of Scotland International	[redacted]	[redacted]	[redacted]
Equitix GP 2 Limited	The Royal Bank of Scotland International	[redacted]	[redacted]	[redacted]

Equitix GP 3 Limited	The Royal Bank of Scotland International	[redacted]	[redacted]	[redacted]
Equitix Energy Efficiency GP 1 Limited	The Royal Bank of Scotland International	[redacted]	[redacted]	[redacted]

SCHEDULE 4

ASSIGNED AGREEMENTS

Management Agreements

Forward Investment Agreements

Project Services Agreements

Limited Partnership Agreements

SIGNATORIES (TO DEED OF ACCESSION)

THE COMPANY

Executed as a deed by	)	[redacted]
PACE BIDCO LIMITED	)	
acting by its duly authorised attorney	)	
MICHAEL ADAMS	)	Duly Authorised Attorney
in the presence of	)	

Name of witness [redacted]

Signature

Address

Occupation

THE ADDITIONAL CHARGORS

Executed as a deed by	)	
EQUITIX HOLDINGS LTD	)	
acting by its duly authorised attorney	)	
	)	Duly Authorised Attorney
in the presence of	)	

Name of witness

Signature

Address

Occupation

SIGNATORIES (TO DEED OF ACCESSION)

THE COMPANY

Executed as a deed by)
PACE BIDCO LIMITED)
acting by its duly authorised attorney)
. .) Duly Authorised Attorney
in the presence of)

Name of witness . .

Signature . .

Address . .

Occupation

THE ADDITIONAL CHARGORS

Executed as a deed by)
EQUITIX HOLDINGS LTD)
acting by its duly authorised attorney)
) Duly Authorised Attorney
in the presence of)

Name of witness

Signature

Address

Occupation

Executed as a deed by)
FQUITIX INVESTMENT
MANAGEMENT LTD)
acting by its duly authorised attorney)
.)
in the presence of)

[redacted]

Duly Authorised Attorney

Name of witness

Signature

Address

Occupation

[redacted]

Executed as a deed by)
EQUITIX LTD)
acting by its duly authorised attorney)
)
in the presence of)

[redacted]

Duly Authorised Attorney

Name of witness

Signature

Address

Occupation

[redacted]

Executed as a deed by)
EQUITIX GP 1 LIMITED)
company incorporated in the)
Island of Guernsey, by)
)
being [a] person[s] who, in)
accordance with the laws of that)
territory [is][are] acting under)
the authority of that company)
)
in the presence of)

[redacted]

Signature of witness

Name

Address

Occupation

Executed as a deed by)
EQUITIX GP 2 LIMITED)
company incorporated in the)
Island of Guernsey, by)
)
being [a] person[s] who, in)
accordance with the laws of that)
territory [is][are] acting under)
the authority of that company)
)
in the presence of)

[redacted]

Signature of witness

Name

Address

Occupation

Executed as a deed by)
EQUITIX GP 3 LIMITED)
company incorporated in the)
Island of Guernsey, by)
)
being [a] person[s] who, in)
accordance with the laws of that)
territory [is][are] acting under)
the authority of that company)
)
in the presence of)

[redacted]

Signature of witness

Name

Address

Occupation

Executed as a deed by)
EQUITIX ENERGY EFFICIFNT GP 1 LIMITED)
acting by its duly authorised attorney)
)
in the presence of)

[redacted]

Duly Authorised Attorney

Name of witness

Signature

Address·

Occupation

Executed as a deed by)
EQUITIX ENERGY EFFICIENCY GP 1 LIMITED)
company incorporated in the)
Island of Guernsey, by)
)
being [a] person[s] who, in)
accordance with the laws of that)
territory [is][are] acting under)
the authority of that company)
)
in the presence of)

[redacted]

Signature of witness

Name

Address

Occupation

[redacted]

Executed as a deed by)
EQUITIX NO. 1 LIMITED)
acting by its duly authorised attorney)
)
in the presence of)

[redacted]

Duly Authorised Attorney

Name of witness

Signature

Address

Occupation

Executed as a deed by)
EQUITIX NO. 2 LIMITED)
acting by its duly authorised attorney)
) Duly Authorised Attorney
in the presence of)

Name of witness

Signature

Address

Occupation

Executed as a deed by)
EQUITIX NO. 3 LTD)
acting by its duly authorised attorney)
) Duly Authorised Attorney
in the presence of

Name of witness

Signature

Address

Occupation

Executed as a deed by)
EQUITIX ENERGY EFFICIENCY NO. 1 LTD)
acting by its duly authorised attorney)
)
in the presence of.)

[redacted]

Duly Authorised Attorney

Name of witness [redacted]

Signature

Address

Occupation

Executed as a deed by)

EQUITIX FINANCE LTD)
acting by its duly authorised attorney)
)
in the presence of)

[redacted]

Duly Authorised Attorney

Name of witness [redacted]

Signature

Address

Occupation

THE SECURITY AGENT

Executed as a deed by	)	
TETRAGON FINANCIAL GROUP	)	
MASTER FUND LIMITED	)	[redacted]
By TETRAGON FINANCIAL MANAGEMENT LP, its Investment Manager	)	
	)	
	)	By Reade Griffith, Authorised Representative

in the presence of

Name of witness [redacted]

Signature

Address

Occupation

UK-205140904 2