



Registration of a Charge

Company Name: **POWERWAVE ENERGY LIMITED**

Company Number: **06537397**



Received for filing in Electronic Format on the: **02/05/2024**

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Details of Charge

Date of creation: **01/05/2024**

Charge code: **0653 7397 0001**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description: **THE CHARGOR CHARGES BY WAY OF FIXED CHARGE ALL INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN CLAUSE 1 OF THE DEBENTURE), INCLUDING ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND RELATING TO OR DERIVING FROM SUCH INTELLECTUAL PROPERTY RIGHTS.**

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:

NORTON ROSE FULBRIGHT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6537397

Charge code: 0653 7397 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2024 and created by POWERWAVE ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2024 .

Given at Companies House, Cardiff on 7th May 2024

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**

EXECUTION VERSION

Dated 1 May 2024

DISCOVERY ENERGY UK HOLDING LIMITED
(and others as Chargors)

and

BANK OF AMERICA, N.A.
(as Collateral Agent)

I certify that, save for the material redacted pursuant to s.589G of the Companies Act 2006, this copy instrument is a correct and copy of the electronic original instrument.

Norton Rose Fulbright LLP

Date: 2 May 2024

Debenture

 NORTON ROSE FULBRIGHT

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Debenture

Dated 1 May 2024

Between

- (1) **Discovery Energy UK Holding Limited** registered in England with number 15259676 and having its registered address at 280 Bishopsgate, London, United Kingdom, EC2M 4RB (the **Company**);
- (2) **The Companies** identified in Schedule 1 (*The Chargers*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **Bank of America, N.A.**, as collateral agent and trustee for the Secured Parties (the **Collateral Agent**).

Recitals

- (A) The Lenders have made credit facilities available on the terms of the Credit Agreement.
- (B) The Chargers enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities.
- (C) The Chargers and the Collateral Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

ABL Security Agreement means the Initial U.S. Security Agreement (as defined in the Credit Agreement).

Book Debts means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions, but excluding Distribution Rights) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the Collection Accounts and the Other Accounts.

Collection Accounts means the bank accounts of the Chargers specified in Part I of Schedule 4 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank

accounts of the Chargors as the Collateral Agent and the Company (acting jointly and each acting reasonably) may designate or approve, but excluding (for the avoidance of doubt), any Excluded Account and the French Proceeds Accounts.

Credit Agreement means the revolving credit agreement dated on or around the date of this Deed between, amongst others, (1) Discovery Energy Holdings IV, L.P. (as Holdings), (2) Discovery Energy Holding Corporation (as Lead Borrower), (3) the parties listed therein as Borrowers, (4) the Lenders party to the agreement from time to time (as Lenders) and (5) Bank of America, N.A., (as Administrative Agent, Collateral Agent and Swingline Lender).

Deed of Accession means a deed of accession substantially in the form set out in Schedule 5 (*Deed of Accession*).

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Excluded Asset means:

- (a) the interest in any contracts, permits, licenses, accounts receivable, general intangibles (other than any equity interests), leasehold interests, payment intangibles, chattel paper, letter of credit rights and promissory notes if the grant of a security interest or lien therein is prohibited as a matter of law, rule or regulation or under the terms of such contract, permit, license, account receivable, general intangibles (other than any equity interests), leasehold interest, payment intangible, chattel paper, letter of credit or promissory note, in each case (i) after giving effect to any applicable Uniform Commercial Code, other applicable law and principles of equity or (ii) unless any consent or waiver has been obtained that would permit the Collateral Agent's security interest or lien notwithstanding the prohibition or restriction on the pledge of such contracts, permits, licenses, accounts receivable, general intangibles (other than any equity interests), leasehold interests, payment intangibles, chattel paper, letter of credit rights and promissory notes;
- (b) any freehold real property and any real property leasehold interests;
- (c) assets sold to a person who is not a Credit Party (or, in the case of Shares, who is not a Credit Party or a Non-Credit Party Pledgor) in compliance with the Credit Agreement;
- (d) assets owned by a Subsidiary Guarantor after the release of the guarantee of such Subsidiary Guarantor pursuant to the Credit Documents;
- (e) equity interest in any person (i) other than the Borrowers and wholly owned subsidiaries to the extent a pledge thereof is not permitted by the terms of such person's charter documents or joint venture or shareholders agreements and other organizational documents and (ii) to the extent a pledge thereof is not permitted by any law, rule or regulation, in each case of clauses (i) and (ii) after giving effect to any applicable provisions of any applicable Uniform Commercial Code and other applicable law;
- (f) to the extent pledged pursuant to the French Financial Securities Pledges, the French Proceeds Accounts;
- (g) a bank account (i) which is used for the sole purpose of making payroll and withholding tax payments related thereto and other employee wage and benefit payments and accrued and unpaid employee compensation payments (including salaries, wages, benefits and expense reimbursements, 401(k) and other retirement plans and employee benefits, including rabbi trusts for deferred compensation and health care benefits), (ii) which is used solely for paying taxes, including sales taxes, (iii) which is used as an escrow account or as a fiduciary or trust account or is otherwise held exclusively for the benefit of an unaffiliated third party;

- (h) any segregated deposits that constitute a Permitted Lien under clause (xii), (xiv), (xv), (xxii), (xxvi), (xxviii), (xxxiv), (xxxvi), (xxxviii), (xlii) or (xliii) of section 10.01 (Liens) of the Credit Agreement, in each case that are prohibited from being subject to other Security;
- (i) any other asset in respect of which the granting of security under this Deed would conflict with the fiduciary duties of the directors or managers of any Chargor or contravene any legal, contractual or regulatory prohibition, provided that in respect of any contractual prohibition:
 - (i) such contractual prohibition was not entered into in contemplation of this Deed or any other Credit Document; and
 - (ii) (other than any joint venture or shareholder agreement) (x) if at least 15 Business Days prior to the date of this Deed or as the case may be, the date of such Chargor's execution of a Deed of Accession (as applicable) the Collateral Agent (acting reasonably) determines that such asset is material in the context of the business of the group and notifies the relevant Chargor in writing that such consent should be sought, and (y) the relevant Chargor is satisfied that such endeavours would not reasonably be expected to adversely impact relationships with third parties, the relevant Chargor shall use commercially reasonable endeavours to procure the relevant consents for a reasonable period of time of at least 60 days (not involving the payment of money or incurrence of any external expenses); or
 - (iii) result in a risk of personal or criminal liability on the part of any officer;
- (j) any asset to the extent granting a security interest in such asset would result in a material adverse tax consequence to Holdings and/or its Subsidiaries, as reasonably determined in good faith by the Lead Borrower in consultation with the Collateral Agent; provided that this clause (j) shall not apply to any intercompany Indebtedness for borrowed money issued in connection with the Transactions;
- (k) those assets as to which the Collateral Agent and the Lead Borrower reasonably and mutually agree in writing that the cost of obtaining such a security interest or perfection thereof is excessive in relation to the benefit to the Secured Creditors of the security to be afforded thereby;
- (l) Equity Interests of Unrestricted Subsidiaries and Immaterial Subsidiaries; and
- (m) vehicles, including all cars, trucks, construction and other equipment,

provided, however, that Excluded Assets shall not include (i) any proceeds, substitutions or replacements of any Excluded Assets referred to in any of clauses (a) through (l) (unless such proceeds, substitutions or replacements would constitute Excluded Assets to in any of clauses (a) through (l)) or (ii) any assets included in the Borrowing Base.

French Financial Securities Pledges means:

- (a) the French law governed pledge of securities account relating to the shares in Discovery Energy France Acquisition S.A.S. entered into between Discovery Energy UK Acquisition Limited and the Collateral Agent and dated on or around the date of this Deed; and
- (b) the French law governed pledge of securities account relating to the shares in Clarke Energy France S.A.S. entered into between Clarke Energy Limited and the Collateral Agent and dated on or around the date of this Deed.

French Proceeds Accounts means the bank accounts of Clarke Energy Limited and Discovery Energy UK Acquisition Limited which are opened and pledged pursuant to the terms of the French Securities Account Pledges (as applicable).

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest but excluding (a) any third party liability insurance, (b) any contract or policy of insurance that constitutes an Excluded Asset, (c) insurance policies covering (i) directors and officers, fiduciary or other professional liability, (ii) employment practices liability, (iii) workers compensation liability, (iv) automobile and aviation liability, (v) health, medical, dental and life insurance, and (d) self-insurance programs.

Intellectual Property Rights means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use (or which may arise from, relate to or be associated with), or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not, but excluding any intellectual property that constitutes an Excluded Asset.

Investments means all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations) but excluding (for the avoidance of doubt) any stocks, shares, bonds, securities, warrants or other instruments that constitute an Excluded Asset.

Land has the same meaning as it has in section 205(1) of the Act.

Other Accounts means the bank accounts of the Chargors specified in Part II of Schedule 4 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors that are not Collection Accounts, Excluded Accounts or the French Proceeds Accounts.

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Collateral Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Secured Liabilities means all present and future Obligations, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of (i) each Foreign Credit Party to the Secured Parties under the Credit Documents and (ii) each Foreign Credit Party and Restricted Subsidiary that is a Foreign Subsidiary owing under any Secured Bank Product Obligations (with respect to any Subsidiary Guarantor, other than any Excluded Swap Obligation of such Subsidiary Guarantor), except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006 (or its equivalent in any other jurisdiction). Notwithstanding anything to the contrary contained above, other than in connection with any application of proceeds pursuant to Section 11.11 of the Credit Agreement, (x) obligations of any Foreign Credit Party or Restricted Subsidiary that is a Foreign Subsidiary under any Secured Bank Product Obligations shall be secured and guaranteed pursuant to the Credit Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (y) any release of Collateral or Guarantors effected in the manner permitted by the Credit Agreement shall not require the consent of holders of obligations under Secured Bank Product Obligations.

Secured Party means collectively, (i) the Administrative Agent, (ii) the Collateral Agent and (iii) the Lender Creditors and the Guaranteed Creditors that hold Secured Liabilities or to whom Secured Liabilities are owed.

Security has the meaning given to the term "Lien" in the Credit Agreement.

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on the Termination Date (as defined in the ABL Security Agreement) except that for the purposes of this definition only the term "Obligations" in Section 10.8(a) of the ABL Security Agreement shall be replaced with the term Secured Liabilities (as defined in this Deed).

Shares means all shares held by any Chargor in its Subsidiaries, but excluding (for the avoidance of doubt) any shares that constitute an Excluded Asset and any shares in Subsidiaries incorporated outside of England and Wales subject to Security granted in favour of the Collateral Agent otherwise than pursuant to this Deed.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,

but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

1.2 Construction

- (a) Any reference in this Deed to:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) any **Credit Document** or any other agreement or instrument is a reference to that Credit Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
 - (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Credit Party only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Credit Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
 - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (vii) a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
- (viii) a provision of law is a reference to that provision as amended or re-enacted;
- (ix) words importing the singular shall include the plural and vice versa.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) An Event of Default is **continuing** if it has not been remedied or waived.
- (d) Capitalised terms defined in the Credit Agreement have the same meaning when used in this Deed unless the context requires otherwise.
- (e) The terms of the other Credit Documents and of any side letters between any parties in relation to any Credit Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.
- (g) In the event of any conflict between the terms of this Deed and the Credit Agreement, the terms of the Credit Agreement shall prevail.
- (h) Notwithstanding anything set forth in any Credit Document, for the avoidance of doubt, no Liens granted hereunder shall secure any Obligations of any U.S. Credit Parties or of any U.S. Subsidiary and no guarantee provided by any UK Credit Party shall guarantee any Obligations of any U.S. Credit Parties or of any U.S. Subsidiary.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Credit Document, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Credit Document, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

2 Covenant to pay

Each Chargor covenants with the Collateral Agent as trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Shares

Subject to Clause 3.11 (*Excluded Assets*), each Chargor charges by way of fixed charge:

- (a) all Shares; and

- (b) all related Distribution Rights.

3.2 Investments

Subject to Clause 3.11 (*Excluded Assets*), each Chargor charges by way of fixed charge:

- (a) all Investments; and
 - (b) all related Distribution Rights,
- including those held for it by any nominee.

3.3 Book Debts

Each Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.4 Collection Accounts

Each Chargor charges by way of fixed charge all of its right, title and interest (if any) in and to the Collection Accounts and all monies standing to the credit of any of the Collection Accounts and the debts represented by them.

3.5 Intellectual Property Rights

Subject to Clause 3.11 (*Excluded Assets*), each Chargor charges by way of fixed charge all Intellectual Property Rights, including all fees, royalties and other rights of every kind relating to or deriving from such Intellectual Property Rights.

3.6 Goodwill

Subject to Clause 3.11 (*Excluded Assets*), each Chargor charges by way of fixed charge its goodwill.

3.7 Uncalled capital

Subject to Clause 3.11 (*Excluded Assets*), each Chargor charges by way of fixed charge its uncalled capital.

3.8 Insurance

Subject to Clause 3.11 (*Excluded Assets*), each Chargor charges by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance.

3.9 Other assets

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.10 Trust

Subject to Clause 3.11 (*Excluded Assets*), if or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited, each Chargor holds it on trust for the Collateral Agent.

3.11 Excluded Assets

- (a) For the avoidance of doubt, all and any Excluded Assets owned from time to time by any Chargor or in which any Chargor has any interest shall be excluded from:
 - (i) any fixed charge created under Clauses 3.1 (*Shares*) to 3.8 (*Insurance*); and
 - (ii) the operation of Clause 3.10 (*Trust*) and Clause 14 (*Further Assurance*).
- (b) No Chargor shall, have any obligation to investigate title, review documentation (including in relation to leases, trade receivables or inventory) or review registers, provide surveys or other insurance, environmental or other due diligence or diligence of any potentially applicable restriction, or to identify, satisfy or remove any such restriction, in each case prior to, or as a condition of, entering into this Deed or at any time thereafter.
- (c) If a consent or waiver must be obtained or a condition be satisfied (including as a result of any restriction) in order for any Excluded Asset to be subject to the charges created by Clause 3 (*Creation of Security*), the relevant Chargor shall use commercially reasonable endeavours to obtain consent to granting security over such assets to the extent such asset is material and provided that the relevant Chargor determines that such endeavours will not involve placing commercial relationships with third parties in jeopardy, such commercially reasonable endeavours shall only be exercised for a reasonable period of time given the circumstances from such date as the Collateral Agent reasonably requests such Chargor to do so (but in no event shall such time period be greater than thirty (30) Business Days), following which such commercially reasonable endeavours shall be deemed to have been used.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the relevant Excluded Asset shall become a Security Asset which is mortgaged or charged (as appropriate) under Clause 3 (*Creation of Security*) of this Deed.

4 Nature of Security Created

The Security created under this Deed is created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Collateral Agent as collateral agent and trustee for the Secured Parties; and
- (d) with full title guarantee.

5 Conversion of Floating Charge

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Collateral Agent may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Collateral Agent (acting reasonably) considers those Security Assets, which are material in the context of the business as a whole, to be in jeopardy, by legal process or otherwise.

5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

5.3 Automatic conversion

The floating charge created by a Chargor under this Deed will convert automatically into fixed charges:

- (a) if the Collateral Agent receives notice of an intention to appoint an administrator of that Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- (c) if that Chargor creates any Security over all or any of the Security Assets (other than Permitted Liens) but, in such case, only in respect of such relevant Security Asset;
- (d) on the crystallisation of any other floating charge over the Security Assets; and
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so but, in such case, only in respect of such Security Asset,

in each case to the extent such action or circumstance gives rise to an Event of Default under the Credit Agreement and such Event of Default is continuing.

6 Restrictions

Unless permitted under the Credit Agreement or with the prior consent of the Collateral Agent, no Chargor shall:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset (other than as created by this Deed); or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset.

7 Representations and Warranties

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this Clause 7 to the Collateral Agent and the Secured Parties on the date of this Deed.

7.2 Shares

All Shares in any Credit Party beneficially owned by a Chargor as at the date of this Deed are described in Schedule 3 (*Shares*).

8 Undertakings

8.1 Duration

The undertakings in this Clause 8 shall remain in force throughout the Security Period and are given by each Chargor to the Collateral Agent and the Secured Parties.

8.2 Collection Account Arrangements

Subject to Section 9.17 (*Collateral Monitoring and Reporting*) of the Credit Agreement, each Chargor shall, within 120 days of the date of this Deed (or such longer period as the Administrative Agent may agree in its reasonable discretion), or in respect of any Collection Account opened after the date of this Deed, within 90 days (or such longer period as the Administrative Agent may agree in its reasonable discretion) of the opening of such Collection Account either:

- (a) serve notice upon the bank at which each Collection Account is opened (in respect of the relevant Collection Accounts) in substantially the form set out in Part I of Schedule 2 (*Forms of Notice to Banks and Acknowledgement*) and procure the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 2 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Collateral Agent in its absolute discretion; or
- (b) execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Collateral Agent and the relevant account bank in their absolute discretion,

each of the arrangements described in paragraphs (a) and (b) above being a Deposit Account Control Agreement for the purposes of the Credit Agreement.

8.3 Operation of Collection Accounts

Following the commencement of a Liquidity Period and whilst it is continuing, a Chargor shall only be entitled to withdraw the whole or any part of any amount standing to the credit of any Collection Account (i) on the authorisation or instruction of the Collateral Agent (or the Administrative Agent) in order to apply them in accordance with Section 11.11(c) (*Application of Funds*) of the Credit Agreement or (ii) at the sole discretion of, and through the express authorisation or instruction by, the Collateral Agent (or the Administrative Agent).

8.4 Other Account Arrangements

Each Chargor shall, promptly after the date of this Deed, or, in respect of any Other Account opened thereafter, promptly following the opening of such Other Account and in any case within 5 Business Days thereof (or such longer period as the Administrative Agent may agree in its reasonable discretion), either:

- (a) serve notice upon the bank at which each Other Account is opened (in respect of the relevant Other Accounts) in substantially the form set out in Part I of Schedule 2 (*Forms of Notice to Banks and Acknowledgement*) and use commercially reasonable endeavours to procure the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 2 (*Forms of Notice to Banks and Acknowledgement*) or such other form approved by the Collateral Agent in its absolute discretion; or

- (b) use commercially reasonable endeavours to execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Collateral Agent and the relevant account bank in their absolute discretion.

8.5 Operation of Other Accounts

Until notified by the Collateral Agent in writing of the occurrence of an Event of Default which is continuing and after such Event of Default ceases to be continuing, the Chargors shall be entitled to operate the Other Accounts and, for the avoidance of doubt, shall be entitled to close any of the Other Accounts.

8.6 Bank Accounts

On and from the date of this Deed to and until the date on which the security constituted by this Deed is discharged no Chargor shall maintain any bank accounts which are not Charged Accounts, Excluded Accounts of the French Proceeds Account.

9 Shares and Investments

After an Event of Default has occurred and whilst it is continuing each Chargor shall promptly pay over to the Collateral Agent all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Collateral Agent may direct.

10 Enforcement

10.1 When Security becomes enforceable

The Security created by a Chargor under this Deed shall become enforceable:

- (a) if an Event of Default has occurred and is continuing; or
- (b) if a Chargor so requests.

10.2 Powers on enforcement

At any time after the Security created by a Chargor under this Deed has become enforceable, the Collateral Agent may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice upon any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;
- (b) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Collateral Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (f) appoint an administrator of any Chargor.

10.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the Collateral Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

- (a) The Collateral Agent or any Receiver shall apply moneys received by them under this Deed after the Security created under this Deed has become enforceable in accordance with section 11.11 (*Application of Funds*) of the Credit Agreement and section 109(8) of the Act shall not apply.
- (b) Clause 10.4(a) will override any appropriation made by a Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

- (a) The Collateral Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Collateral Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the Collateral Agent (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Collateral Agent under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Collateral Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

11.6 Delegation

- (a) The Collateral Agent and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Collateral Agent) to any person any right, power or discretion exercisable by the Collateral Agent or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Collateral Agent or such Receiver (as the case may be) may think fit.
- (c) Neither the Collateral Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which their appointor is entitled under this Deed.

12 Protection of purchasers

No purchaser or other person dealing with the Collateral Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Collateral Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Collateral Agent, to any Receiver or to any other person.

13 Protection of the Secured Parties and Receivers

13.1 Exclusion of liability

None of the Collateral Agent, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies; or
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence, bad faith or wilful misconduct on the part of that person.

14 Further Assurances

14.1 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Collateral Agent (acting reasonably) may require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over any assets of any Chargor; or
- (d) whilst an Event of Default is continuing, facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Collateral Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) whilst an Event of Default is continuing, contain an assignment to the Collateral Agent of the Book Debts in any manner reasonably required by the Collateral Agent.

14.2 Deposit of documents

- (a) Each Chargor covenants that, within 90 Business Days from the date of this Deed (or such longer period as the Collateral Agent may agree in its reasonable discretion) or, if any stock transfer form effecting an acquisition of Shares by a Chargor needs to be stamped by HM Revenue and Customs, within 90 Business Days of such stock transfer form being stamped (or such longer period as the Collateral Agent may agree in its reasonable discretion) and at all times during the Security Period within 90 Business Days from the date it receives them (or such longer period as the Collateral Agent may agree in its reasonable discretion), it shall deposit with the Collateral Agent:
 - (i) in respect of Shares charged under Clause 3.1 (*Shares*) and which are incorporated in England and Wales, all certificates and signed undated transfers, completed in blank and, if the Collateral Agent so requires, pre-stamped; and
 - (ii) following an Event of Default that is continuing only, any other documents which the Collateral Agent (acting reasonably) may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Collateral Agent at the expense and risk of the relevant Chargor.

- (b) If reasonably required to effect any transaction which is not prohibited under any Credit Document, the Collateral Agent shall, as soon as reasonably practicable and at the cost of that Chargor, return any such document to that Chargor (provided that, if such transaction is not completed, such document shall be promptly returned to the Collateral Agent).

14.3 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14 (*Further Assurances*).

15 Power of Attorney

15.1 Appointment

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Collateral Agent;

- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Collateral Agent; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default and whilst it is continuing or following the failure by that Chargor to comply with a perfection or further assurances obligation within ten Business Days from receipt of a request from the Collateral Agent (or such longer period as the Administrative Agent may agree in its reasonable discretion), to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

15.2 Ratification

Each Chargor agrees, promptly on the request of the Collateral Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

16 Preservation of Security

16.1 Reinstatement

If any payment by a Chargor or any discharge given by the Collateral Agent (whether in respect of the obligations of any Chargor, any Foreign Credit Party, or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Collateral Agent shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

16.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 16.2 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Collateral Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, any other Foreign Credit Party, or any other person;
- (b) the release of any other Chargor, any other Foreign Credit Party, or any other person under the terms of any composition or arrangement with any creditor of any Chargor, any other Foreign Credit Party, or any other person;
- (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 Chargor, Foreign Credit Party or any other person or 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Foreign Credit Party, or any other person;
- (e) any amendment (however fundamental) or replacement of a Credit Document or any other document or security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Credit Document or any other document or security; or
- (g) any insolvency or similar proceedings.

16.3 Chargor intent

Without prejudice to the generality of Clause 16.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Credit Documents and/or any facility or amount made available under any of the Credit Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

16.4 Immediate recourse

Each Chargor waives any right it may have of first requiring the Collateral Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Credit Document to the contrary.

16.5 Appropriations

Until the expiry of the Security Period, the Collateral Agent may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Collateral Agent in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

16.6 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Collateral Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Credit Documents:

- (a) to be indemnified by any other Chargor or any other Foreign Credit Party;

- (b) to claim any contribution from any other guarantor of any Chargor's or Foreign Credit Party's obligations under the Credit Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Collateral Agent's rights under the Credit Documents or of any other guarantee or security taken pursuant to, or in connection with, the Credit Documents by the Collateral Agent.

16.7 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

16.8 New Accounts

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the that Secured Party received or was deemed to have received such notice.

17 Notices

17.1 Delivery and Receipt

Any communications to be made under or in connection with this Deed shall be made in accordance with section 13.03 (*Notices*) of the Credit Agreement.

18 Miscellaneous Provisions

18.1 Tacking

For the purposes of section 49(3) of the Land Registration Act 2002 the Collateral Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrowers on the terms and subject to the conditions of the Credit Documents.

18.2 Separate Charges

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security created under this Deed by such first Chargor.

18.3 Invalidity

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

18.4 Rights and Remedies

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

18.5 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Credit Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

19 Release

19.1 Expiry of Security Period

- (a) Upon the expiry of the Security Period, the Collateral Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors.
- (b) Upon any sale, transfer or other disposition of any Security Assets of any Chargor permitted by, and in accordance with, the terms of the Credit Documents to a Person that is not a Credit Party (or in the case of Equity Interests, not a Credit Party or a Non-Credit Party Pledgor) or in connection with any other release of the Liens on the Security Assets provided for in the Credit Agreement, such Security Assets shall be automatically and without further action released from the security interests created by this Deed. The Collateral Agent will, at such Chargor's expense, execute and deliver without recourse and without any representation or warranty of any kind (either express or implied) to such Chargor such documents as such Chargor shall reasonably request to evidence the release of such Security Assets from the security interest granted hereby.
- (c) Section 93 of the Act shall not apply to this Deed.

19.2 Other Accounts

At any time before the Security created by this Deed shall have become enforceable, in the absence of any directions from the Collateral Agent to the contrary, any amounts permitted by the terms of the Credit Documents to be paid into an Other Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.9(a) (*Other Assets*), provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

20 Governing Law and Jurisdiction

20.1 Governing Law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

20.2 Jurisdiction

- (a) 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**).
- (b) 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.
- (c) This Clause 20.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

Schedule 1 The Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Discovery Energy UK Holding Limited	England and Wales	15259676
Discovery Energy UK Acquisition Limited	England and Wales	15259848
Curtis Instruments (U.K.) Limited	England and Wales	01155844
Powerwave Energy Limited	England and Wales	06537397
Uninterruptible Power Supplies Limited	England and Wales	05523548
Kohler Uninterruptible Power Limited	England and Wales	03150129
KK Daytona Holding Ltd	England and Wales	10449580
Lombardini (UK) Limited	England and Wales	02388997
SDMO Energy Limited	England and Wales	02624390
Clarke Energy Holdings Limited	England and Wales	03773142
Clarke Energy Limited	England and Wales	01341453

Schedule 2 Forms of Notice to Banks and Acknowledgement

Part I – Charged Account Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: [•]

Dear Sirs,

- 1 We (the **Chargor**) hereby give you notice that by a debenture dated [•], we have charged to Bank of America, N.A. as collateral agent (the **Collateral Agent**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [•], sort code [•]

Account No. [•], sort code [•]

[Repeat as necessary]

(the **Charged Account(s)**).

- 2 We further notify you that, subject to paragraph 3 below, you may continue to deal with the Chargor in relation to the Charged Accounts until you receive written notice to the contrary from the Collateral Agent (an **Enforcement Notice**). Following receipt of an Enforcement Notice the Chargor will cease to have any right to deal with you in relation to the Charged Accounts and from that time you should deal only with the Collateral Agent.
- 3 Following receipt of an Enforcement Notice in accordance with paragraph 2 above, we irrevocably authorise and instruct you:
- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Collateral Agent and to pay all or any part of those monies to the Collateral Agent (or as it may direct) promptly following receipt of written instructions from the Collateral Agent to that effect; and
 - (b) to disclose to the Collateral Agent any information relating to the Chargor and the Charged Accounts which the Collateral Agent may, from time to time in writing, request you to provide.
- 4 The provisions of this notice may only be revoked or varied with the prior written consent of the Collateral Agent.

- 5 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Collateral Agent at:

Bank of America, N.A.
3455 Peachtree Road NE
Atlanta, GA 30326
Mailcode GA7-024-12-05

Attention: David Molinario
Email: david.molinario@bofa.com; cynthia.n.appling@bofa.com;
southeast_operations@bankofamerica.com

With a copy (which shall not constitute notice) to:
Cahill Gordon & Reindel LLP
32 Old Slip
New York, New York 10005

Attention: Elizabeth Yahl and Matthew Rosenthal
Email: EYahl@cahill.com; MRosenthal@cahill.com

Yours faithfully

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

Part II – Charged Accounts Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Bank of America, N.A. as collateral agent (the **Collateral Agent**)

[Address]

Attention: [•]

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that, following receipt of an Enforcement Notice, we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
 - (c) upon request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with us until we receive notice from you terminating the Chargor's right to operate the Charged Accounts;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [•], attention: [•]; and
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission; and

- (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.
 - (g) not be obliged to comply with any instructions received from you where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;and in each case we shall give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and
 - (h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g), not be responsible for any loss caused to you or to the Company and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.
- 6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Collateral Agent, without further inquiry as to the Collateral Agent's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.
- 7 This letter is governed by and shall be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[Bank]

.....
for and on behalf of
Bank of America, N.A. as collateral agent

Schedule 3 Shares

Chargor	Company Name	Type of Share	Number of Shares
Discovery Energy UK Holding Limited	Discovery Energy UK Acquisition Limited	Ordinary Shares	1
Discovery Energy UK Acquisition Limited	KK Daytona Holding Ltd	Ordinary Shares	2,001
Discovery Energy UK Acquisition Limited	Powerwave Energy Limited	Ordinary Shares	1
Discovery Energy UK Acquisition Limited	Uninterruptible Power Supplies Limited	Ordinary Shares	4,975
KK Daytona Holding Ltd	Clarke Energy Holdings Limited	Ordinary Shares	1,006,955
Clarke Energy Holdings Limited	Clarke Energy Limited	Ordinary Shares	1,527,550
Uninterruptible Power Supplies Limited	Kohler Uninterruptible Power Limited	Ordinary Shares	480

Schedule 4 Charged Accounts

Part I Collection Accounts

Chargor	Bank	Sort Code	Account No.
Clarke Energy Holdings Limited	HSBC Bank plc	██████	██████
Clarke Energy Limited	HSBC Bank plc	██████	██████
Clarke Energy Limited	HSBC Bank plc	██████	██████
Clarke Energy Limited	HSBC Bank plc	██████	██████
Clarke Energy Limited	HSBC Bank plc	██████	██████
Curtis Instruments (U.K.) Limited	Barclays Bank plc	██████	██████
Curtis Instruments (U.K.) Limited	Barclays Bank plc	██████	██████
Curtis Instruments (U.K.) Limited	Barclays Bank plc	██████	██████
Kohler Uninterruptible Power Limited	HSBC Bank plc	██████	██████
Lombardini (UK) Limited	HSBC Bank plc	██████	██████
Powerwave Energy Limited	HSBC Bank plc	██████	██████
Powerwave Energy Limited	HSBC Bank plc	██████	██████
SDMO Energy Limited	HSBC Bank plc	██████	██████
SDMO Energy Limited	HSBC Bank plc	██████	██████

Part II – Other Accounts

Chargor	Bank	Sort Code	Account No.
Clarke Energy Holdings Limited	Lloyds Banking Group plc	██████	██████
KK Daytona Holding Ltd	HSBC Bank plc	██████	██████
KK Daytona Holding Ltd	HSBC Bank plc	██████	██████
Kohler Uninterruptible Power Limited	HSBC Bank plc	██████	██████
Kohler Uninterruptible Power Limited	HSBC Bank plc	██████	██████
Powerwave Energy Limited	HSBC Bank plc	██████	██████
Uninterruptible Power Supplies Limited	HSBC Bank plc	██████	██████

Schedule 5 Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) **[•] Limited** [registered in England with number [•] whose registered office is at [•]] [a corporation organised and existing under the laws of [•] whose principal place of business is at [•]] [of [•]] (the **New Chargor**);
- (2) **Discovery Energy UK Holding Limited** registered in England with number 15259676 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Bank of America, N.A.**, as collateral agent and trustee for the Secured Parties (the **Collateral Agent**)

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated _____ 2024 (as supplemented and amended from time to time, the **Debenture**) in favour of the Collateral Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Credit Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Collateral Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Collateral Agent the assignments, charges and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:
 - (a) this Deed and similar phrases shall be deemed to include this Deed;

- (b) Schedule 3 (*Shares*) shall be deemed to include a reference to Part I of the Schedule to this Deed; and
 - (c) Schedule 4 (*Charged Accounts*) shall be deemed to include a reference to Part II of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part II of the Schedule to this Deed:
 - (a) as Other Accounts shall be designated as Other Accounts; and
 - (b) as Collection Accounts shall be designated as Collection Accounts,for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
 - (a) charges by way of fixed charge to the Collateral Agent all of the Shares (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights; and
 - (b) charges to the Collateral Agent by way of a fixed charge all of its right, title and interest in and to:
 - (i) the Collection Account(s) specified in Part II of the Schedule to this Deed; and
 - (ii) all monies standing to the credit of such Collection Account(s) and the debts represented by them.
- 9 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Part I – Shares

[Insert details of all Shares of the New Chargor]

Part II - Charged Accounts

Collection Accounts

[Insert details of all Collection Accounts of the New Chargor]

Other Accounts

[Insert details of all Other Accounts of the New Chargor]

SIGNATORIES
[to the Deed of Accession]

The New Chargor

Executed as a deed by)
[●] LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by)
DISCOVERY ENERGY UK HOLDING LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Collateral Agent

BANK OF AMERICA, N.A.

By:

SIGNATORIES

The Chargors

Executed as a deed by
DISCOVERY ENERGY UK HOLDING LIMITED
acting by a director in the presence of:

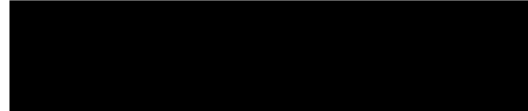


Signature of witness:

Name of witness:

APRIL WYATT

Address:



Executed as a deed by)
DISCOVERY ENERGY UK ACQUISITION LIMITED)
acting by a director in the presence of:)

[Redacted]

[Redacted]

Signature of witness:

Name of witness:

APRIL WYATT

Address:

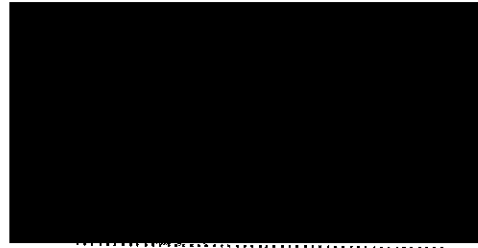
[Redacted]

Executed as a deed by
CURTIS INSTRUMENTS (U.K.) LIMITED
acting by a director in the presence of:

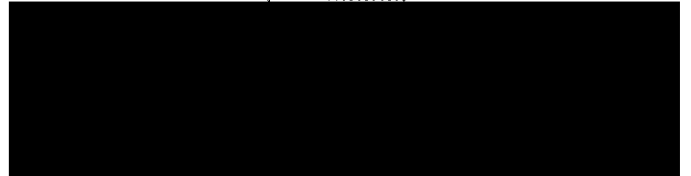
Signature of witness:

Name of witness:

Address:



.....
JOANNE ANGELS



Executed as a deed by
UNINTERRUPTIBLE POWER SUPPLIES LIMITED
acting by a director in the presence of:

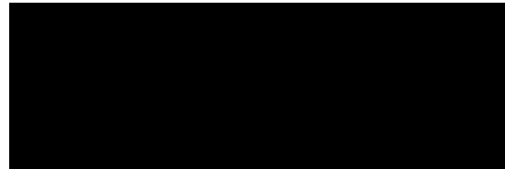


Signature of witness:

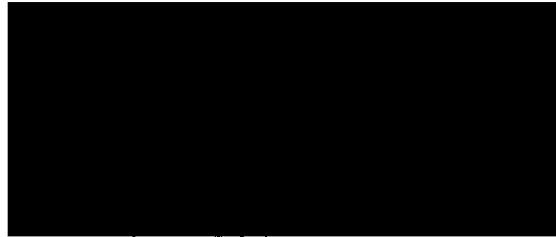
Name of witness:

Victoria M. Grade

Address:



Executed as a deed by
KK DAYTONA HOLDING LTD
acting by a director in the presence of:

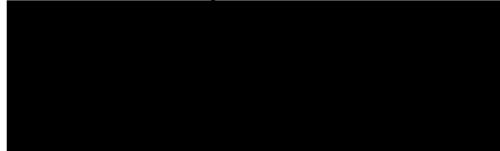


Signature of witness:

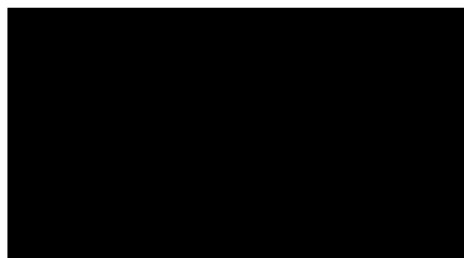
Name of witness:

.....Kelly Halm.....

Address:



Executed as a deed by
KOHLER UNINTERRUPTIBLE POWER LIMITED
acting by a director in the presence of:



Signature of witness:

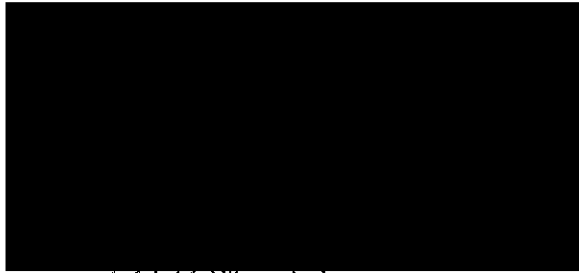
Name of witness:

.....Victoria M. Garade.....

Address:



Executed as a deed by
LOMBARDINI (UK) LIMITED
acting by a director in the presence of:

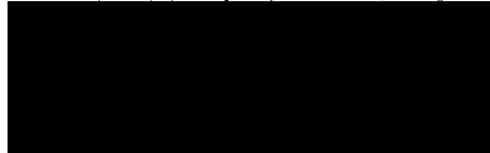


Signature of witness:

Name of witness:

..... Kelly Holm

Address:

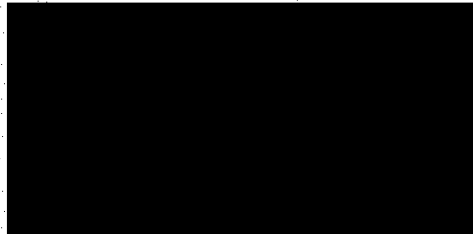


Executed as a deed by
SDMO ENERGY LIMITED
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:



SONIA BAILEY



Executed as a deed by
CLARKE ENERGY HOLDINGS LIMITED
acting by a director in the presence of:

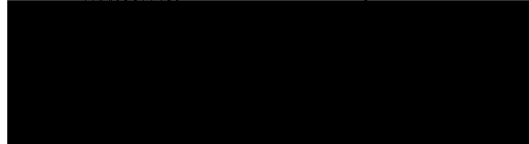


Signature of witness:

Name of witness:

Alan Flerdes

Address:



Executed as a deed by
CLARKE ENERGY LIMITED
acting by a director in the presence of:

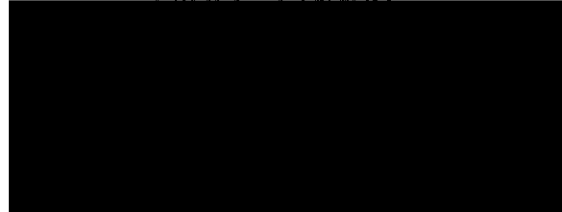
Signature of witness:

Name of witness:

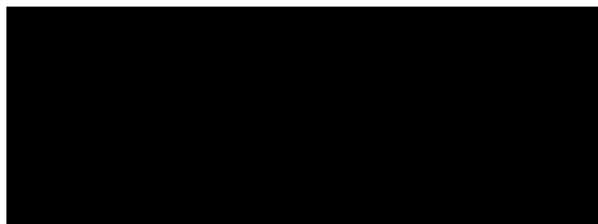
Address:



Alan Fletcher



Executed as a deed by
POWERWAVE ENERGY LIMITED
acting by a director in the presence of:



Signature of witness:

Name of witness:

Kelly Holm

Address:



The Collateral Agent

BANK OF AMERICA, N.A.

By:



Name: James Foley

Title: Senior Vice President