



Registration of a Charge

Company Name: **AMBER FUND MANAGEMENT LIMITED**

Company Number: **06745576**



Received for filing in Electronic Format on the: **28/04/2021**

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Details of Charge

Date of creation: **21/04/2021**

Charge code: **0674 5576 0002**

Persons entitled: **THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6745576

Charge code: 0674 5576 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st April 2021 and created by AMBER FUND MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2021 .

Given at Companies House, Cardiff on 29th April 2021

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



Companies House



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

DATED 21 April **2021**

(1) AMBER FUND MANAGEMENT LIMITED (as Assignor)

(2) THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED (as Security Agent)

SECURITY ASSIGNMENT OF CASH DEPOSIT



Pinsent Masons

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THIS DEED is made on

21 April

2021

BETWEEN:-

- (1) **AMBER FUND MANAGEMENT LIMITED** (the "**Assignor**") a company registered in England and Wales with company number 06745576 whose registered office is at 3 More London Riverside, London, England, SE1 2AQ; and
- (2) **THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED** (as agent and trustee for itself and each of the Finance Parties).

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Account"	means each account listed in Schedule 3 (<i>Accounts</i>) (as an account may be renumbered or re-designated from time to time) and all rights of the Assignor in relation to those accounts
"Account Bank"	means The Royal Bank of Scotland International Limited
"Deposit"	means the balance from time to time standing to the credit of the Account and all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, any entitlement to interest)
"Facilities Agreement"	means the revolving facilities agreement dated on or about the date of this Deed made between, among others, the Amber Infrastructure Limited as Guarantor, AEIF Investment 1 Holdings Limited as Borrower, the Lenders referred to therein and the Security Agent
"LPA"	means the Law of Property Act 1925
"Notice of Assignment"	means a notice of assignment in the form set out in Schedule 1 (<i>Form of Notice of Assignment</i>)
"Party"	means a party to this Deed
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Account
"Secured Liabilities"	means all present and future obligations and liabilities expressed to be due, owing or payable by the Assignor and the Obligors under or in connection with any of the Finance Documents (whether present or future, actual or contingent and whether incurred solely or jointly (or jointly and severally) with any other person)
"Security"	means a mortgage, charge, assignment by way of security, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Period"	means the period beginning on the date of this Deed

and ending on the date which:-

- (a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents

"UK Financial Collateral Regulations"

means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I.2003/3226) as amended by the Financial Collateral Arrangements (No. 2) Regulations 2003 (Amendment) Regulations 2009 (S.I.2009/2462), the Financial Markets and Insolvency (Settlement Finality and Financial Collateral Arrangements) (Amendment) Regulations 2010 (S.I.2010/2993), the European Union (Withdrawal) Act 2018 (as amended) and the Financial Markets and Insolvency (Amendment and Transitional Provision) (EU Exit) Regulations 2019 (S.I.2019/341) and "UK Financial Collateral Regulation" means any of them

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facilities Agreement have the same meanings in this Deed.

1.3 Interpretation

The principles of interpretation set out in Clause 1.2 of the Facilities Agreement shall apply to this Deed insofar as they are relevant to it and in this Deed, unless the context otherwise requires, a reference to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Finance Document or other agreement or instrument.

1.4 Acknowledgement

The Assignor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Finance Parties who shall be entitled to the full benefit of this Deed.

1.5 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.6 Third party rights

1.6.1 Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.6.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.7 Limited Recourse

Notwithstanding any other provision of the Finance Documents, it is expressly agreed that:

- 1.7.1 the sole recourse of the Security Agent to the Assignor under this Deed is to the Assignor's interest in the Deposit; and
- 1.7.2 the liability of the Assignor to the Security Agent pursuant to or otherwise in connection with this Deed shall be:-
 - (a) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Deposit; and
 - (b) satisfied only from the proceeds of sale or other disposal or realisation of the Deposit pursuant to this Deed.

2. COVENANT TO PAY

The Assignor covenants that it will on demand pay and discharge any or all of the Secured Liabilities when due.

3. ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Assignor with full title guarantee assigns absolutely to the Security Agent all its present and future right, title and interest in and to, and all benefits accruing under or in connection with, the Deposit, subject to a proviso for reassignment on redemption.

4. NOTICE OF ASSIGNMENT

The Assignor shall on an Event of Default that is continuing:-

- 4.1.1 promptly and in any event within five Business Days, deliver to the Account Bank a Notice of Assignment; and
- 4.1.2 procure that the Account Bank promptly acknowledges receipt of that notice in the form set out in Schedule 2 (*Form of Acknowledgement and Confirmation*).

5. DEPOSIT

5.1 Interest

Interest accruing on the Deposit shall be paid into the Account at the rate agreed from time to time between the Account Bank and the Assignor.

5.2 Dealing with the Deposit

Upon an Event of Default this is continuing, the Assignor shall not without the Security Agent's prior written consent and except as permitted pursuant to the terms of the Facilities Agreement:-

- 5.2.1 be entitled to receive, withdraw, transfer or otherwise deal with the Deposit;
- 5.2.2 permit or agree to any variation of the rights attaching to the Deposit; or
- 5.2.3 request or permit the Deposit to be placed on deposit for any fixed or minimum period.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties

The Assignor represents to the Security Agent that:

- 6.1.1 It is the sole, absolute, legal and beneficial owner of the Account and the Deposit; and
- 6.1.2 except pursuant to this Deed or the Facilities Agreement, no Security exists on or over the Account or the Deposit.

6.2 Repetition

The representations and warranties set out in this Clause 6 shall survive the execution of this Deed and are deemed to be repeated by reference to the facts and circumstances then existing on the date on which the Repeating Representations are deemed to be repeated.

7. COVENANTS

The covenants in this Clause 7 remain in force from the date of this Deed until the expiry of the Security Period.

7.1 Third Party Claims

The Assignor shall promptly inform the Security Agent of any material claim or notice relating to the Account or the Deposit which it receives from any third party.

7.2 Security

The Assignor shall not create or permit to subsist any Security over the Account or the Deposit, nor do anything else prohibited by clause 24.14 (*Negative pledge*) of the Facilities Agreement except as permitted pursuant to the Facilities Agreement.

7.3 Disposal

The Assignor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of the Account or (if there is an Event of Default which is continuing) the Deposit, except as permitted pursuant to the Facilities Agreement.

7.4 Preservation of the Deposit

The Assignor shall not take any Security in connection with its liability under this Deed from any guarantee of, or provider of Security for, any of the Secured Liabilities except as permitted pursuant to the Facilities Agreement.

8. FURTHER ASSURANCE

8.1 Further assurance

The Assignor shall promptly do whatever the Security Agent reasonably requires to:-

- 8.1.1 perfect or protect the Security created or expressed to be created by this Deed or its priority (including giving any Notice of Assignment);

8.1.2 once the Security created by this Deed has become enforceable, facilitate the realisation of the Deposit or the exercise of any rights vested in the Security Agent; or

8.1.3 exercise any of its rights under this Deed,

including executing any transfer, conveyance, charge, assignment or assurance of the Account or the Deposit (whether in favour of the Security Agent or otherwise), or making any registration or giving any other notice, order or direction.

9. DEMAND AND ENFORCEMENT

9.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

9.1.1 the occurrence of an Event of Default which is continuing; or

9.1.2 any request being made by the Assignor to the Security Agent for the appointment of a Receiver or an administrator, or for the Security Agent to exercise any other power or right available to it.

9.2 Powers on enforcement

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

9.2.1 apply the Deposit (whether on or before the expiry of any fixed or minimum period for which it has been placed with the Account Bank) in or towards satisfaction of the Secured Liabilities or any part of them;

9.2.2 exercise all the powers and rights which may be exercisable by the beneficial owner of the Account or the Deposit and all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;

9.2.3 subject to Clause 10.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Deposit; and

9.2.4 to the extent that the Deposit constitutes Financial Collateral, as defined in the UK Financial Collateral Regulations, appropriate it and transfer the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of UK Financial Collateral Regulation 18.

9.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 9.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Deposit at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

9.4 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Security Agent was taken possession or appointed a Receiver of the Deposit.

9.5 Delegation

The Security Agent, may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

10. RECEIVERS

10.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Security Agent under this Deed shall be in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the case of the removal of an administrative receiver).

10.2 Removal

The Security Agent may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Deposit of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of the Deposit) appoint a further or other Receiver or Receivers over all or any part of the Deposit.

10.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

- 10.3.1 of the Security Agent under this Deed;
- 10.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- 10.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 10.3.4 in relation to all or any part of the Deposit, which he would have if he were its only beneficial owner; and
- 10.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

10.4 Receiver as agent

The Receiver shall be the agent of the Assignor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities save for any gross negligence or wilful misconduct) unless and until the Assignor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Security Agent.

10.5 Joint or several

If two or more persons are appointed as Receivers of all or any part of the Deposit, 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.

10.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Security Agent and the maximum rate specified in section 109(6) of the LPA shall not apply.

11. APPLICATION OF MONEYS

11.1 Application of moneys

All sums received by virtue of this Deed by the Security Agent or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

11.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Agent as agent for the Finance Parties and/or as trustee in relation to the Transaction Security Documents, or by any Receiver (including legal expenses);

11.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Agent or any Receiver;

11.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Facilities Agreement;

11.1.4 **fourthly**, in the payment of the surplus (if any) to the Assignor or any other person entitled to it,

and section 109(8) of the LPA shall not apply.

11.2 Clause 11.1 will override any appropriation made by the Assignor.

12. POWER OF ATTORNEY

12.1 Appointment

The Assignor irrevocably and by way of security appoints:-

12.1.1 the Security Agent (whether or not a Receiver has been appointed);

12.1.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Agent; and

12.1.3 (as a separate appointment) each Receiver,

severally as the Assignor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document (including any Notice of Assignment), on behalf of and in the name of the Assignor, which the Assignor is required to do or execute under any provision of this Deed but has failed to do on five Business Days notice, or which the Security Agent in its sole opinion may consider necessary or desirable for carrying out any obligation imposed on the Assignor under this Deed, perfecting its title to all or any part of the Deposit or enabling the Security Agent or the Receiver to exercise any of their respective rights or powers under this Deed.

12.2 Ratification

The Assignor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 12.1 (*Appointment*) does or purports to do in

the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 12.1 (*Appointment*).

13. CONSOLIDATION

13.1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Security Agent and each Finance Party may at any time after this Deed has become enforceable, without notice to the Assignor, combine or consolidate all or any accounts which it then has in relation to the Assignor (in whatever name) and any Secured Liabilities owed by the Assignor to it, and/or set-off or transfer any amounts standing to the credit of one or more accounts of the Assignor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise.

13.2 Application

The Security Agent's and each Finance Party's rights under Clause 13.1 (*Combination of accounts*) apply:-

- 13.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;
- 13.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 13.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Security Agent and the relevant Finance Party may, for the purpose of exercising its rights, elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 13.2.4 in respect of any Secured Liabilities owed by the Assignor, however arising.

14. PROTECTION OF THIRD PARTIES

14.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Security Agent, as varied and extended by this Deed, and all other powers of the Security Agent, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

14.2 Purchasers

No purchaser from or other person dealing with the Security Agent, any person to whom it has delegated any of its powers, or the Receiver, shall be concerned:-

- 14.2.1 to enquire whether any of the powers which the Security Agent or a Receiver have exercised has arisen or become exercisable;
- 14.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or
- 14.2.3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

14.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Finance Party, any Receiver or any person to whom any of them have delegated any of their powers.

15. PROTECTION OF THE FINANCE PARTIES AND ANY RECEIVER

15.1 No liability

None of the Security Agent, the other Finance Parties, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed (save for any gross negligence or wilful misconduct) including, without limitation:-

15.1.1 for any action taken in relation to the Account or the Deposit including the selection of periods for any time deposit or termination of any such period before its due date of maturity; or

15.1.2 for any loss resulting from any fluctuation in exchange rates or in connection with any purchase of currencies.

15.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, none of the Security Agent, any Receiver or any of their respective officers or employees shall be liable:-

15.2.1 to account as mortgagee in possession;

15.2.2 for any loss on realisation of the Deposit; or

15.2.3 for any other default or omission for which a mortgagee in possession might be liable,

and if and whenever the Security Agent or any Receiver enters into possession of all or any part of the Deposit it shall be entitled at any time it or he thinks fit to relinquish possession.

15.3 Continuing protection

The provisions of this Clause 15 (*Protection of the Finance Parties and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

16. PROVISIONS RELATING TO THE SECURITY AGENT

16.1 Powers and discretions

The rights, powers and discretions given to the Security Agent in this Deed:-

16.1.1 may be exercised as often as, and in such manner as, the Security Agent thinks fit;

16.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

- 16.1.3 may only be waived in writing and specifically, and any delay in the exercise, or non-exercise of, any right, is not a waiver of it.

16.2 Trusts

The perpetuity period for any trusts constituted by this Deed shall be 125 years.

17. PRESERVATION OF SECURITY

17.1 Continuing Security

This Deed shall be a continuing security to the Security Agent and shall remain in force until expressly discharged in writing by the Security Agent notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

17.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Agent or any other Finance Party may have now or at any time in the future for or in respect of any of the Secured Liabilities.

17.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Assignor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or to the Security Agent or any other Finance Party) including:-

- 17.3.1 any time, waiver or consent granted to, or composition with, the Assignor, any Obligor or any other person;
- 17.3.2 the release of the Assignor, any Obligor or any other person under the terms of any composition or arrangement with any person;
- 17.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Assignor, any Obligor 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;
- 17.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Assignor, any Obligor or any other person;
- 17.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- 17.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- 17.3.7 an insolvency, liquidation, administration or similar procedure.

17.4 Immediate recourse

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

17.5 Appropriations

During the Security Period each Finance Party may:-

17.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 11.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Assignor shall not be entitled to the same; and

17.5.2 hold in an interest-bearing suspense account any moneys received from the Assignor on or account of the Secured Liabilities.

17.6 New Accounts

If the Security Agent or any other Finance Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting the Account or the Deposit or if a petition is presented or a resolution passed in relation to the winding up of the Assignor, it may close the current account or accounts and/or open a new account or accounts for the Assignor. If the Security Agent or any other Finance Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by the Assignor to that Finance Party shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities.

17.7 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrower on the terms and subject to the conditions of the Finance Documents.

17.8 Deferral of Assignor's rights

During the Security Period and unless the Security Agent otherwise directs, the Assignor shall not exercise any rights which it may have by reason of performance of its obligations under this Deed or the enforcement of the Security created by this Deed:-

17.8.1 to receive or claim payment from, or be indemnified by an Obligor;

17.8.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;

17.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Finance Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

17.8.4 to exercise any right of set-off against any Obligor; and/or

17.8.5 to claim or prove as a creditor of any Obligor in competition with any Finance Party.

18. REASSIGNMENT

18.1 Reassignment

Upon the expiry of the Security Period, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Assignor re-assign the Deposit absolutely to the Security Agent under this Deed.

18.2 Reinstatement

If the Security Agent considers that any amount paid or credited to any Finance Party under any Finance Document (whether in respect of the obligations of the Assignor or any Obligor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

18.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

18.2.2 the liability of the Assignor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

18.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

19. MISCELLANEOUS PROVISIONS

19.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

19.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

19.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

19.2 Amendments and variations

This Deed shall remain in full force and effect notwithstanding any amendment, restatement, novation or supplementation of the Finance Documents (including any increase in the amount of the Secured Liabilities).

19.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provide by law.

19.4 Counterparts

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

20. **GOVERNING LAW**

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

21. **ENFORCEMENT**

21.1 **Jurisdiction of English Courts**

21.1.1 The courts of England have exclusive jurisdiction to settle any dispute (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

21.1.2 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.

21.1.3 This Clause 21.1 (*Jurisdiction of English Courts*) is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTED AS A DEED and delivered on the date appearing at the beginning of this Deed.

SCHEDULE 1

FORM OF NOTICE OF ASSIGNMENT

[On Assignor's headed notepaper]

To: [] [Account Bank]

Attention: []

Date: []

Dear Sirs

Account number [] Sort code [] (the "Account")

1. We refer to the Account, as it may from time to time be re-designated or re-numbered.
2. We hereby give you notice that by a security assignment dated [] between us and [] (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for itself and certain other banks and financial institutions) absolutely all or any of the amounts now or from time to time deposited by us or on our behalf to the credit of the Account and all other amounts which at any time may stand to the credit of the Account together with any interest accrued or accruing from time to time on any of those amounts and all our rights in respect of those amounts or the Account (together, the "Deposit").
3. Regardless of any previous authorisations or instructions which we may have given you we irrevocably authorise and instruct you (without making any further enquiry):-
 - 3.1 to disclose to the Security Agent any information relating to us, the Account and the Deposit which the Security Agent may from time to time request you to disclose to it;
 - 3.2 to hold the Deposit to the order of the Security Agent, and not permit the whole or any part of the Deposit to be withdrawn by us;
 - 3.3 to pay or release all or any part of the Deposit, and generally to act in relation to the Deposit, only in accordance with the written instructions of the Security Agent;
 - 3.4 to comply with the terms of any written notice or instructions relating to or purporting to relate to the Account or the Deposit which you may receive from the Security Agent.
4. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
5. Please confirm your acceptance of the above instructions to the Security Agent in the form of the attached Acknowledgement and Confirmation, with a copy to us.

Yours faithfully

For and on behalf of Amber Infrastructure Limited

copy: Security Agent

SCHEDULE 2

FORM OF ACKNOWLEDGEMENT AND CONFIRMATION

[On Account Bank's headed notepaper]

To: [] [Security Agent]

Attention: []

Date: []

Dear Sirs

Account number [] Sort code [] (the "Account")

1. We acknowledge receipt of a notice dated [] (the "Notice") from [] (the "Assignor") of a security assignment (the "Assignment") by the Assignor to you of certain amounts from time to time standing to the credit of the Account, together with the Deposit (as defined in the Notice).
2. We confirm that:-
 - 2.1 the sum of £[] stands to the credit of the Account as at the date of this letter;
 - 2.2 if you provided a copy of the charge document, we have not reviewed this and are not on notice of any provision contained in it, other than any provisions set out in the Notice;
 - 2.3 we accept the instructions contained in the Notice insofar as the instructions are received by [INSERT RELEVANT DEPARTMENT] and agree to comply with the Notice;
 - 2.4 the department stated above has not received notice of the interest of any third party in any Account (provided that we shall be under no obligation to update the Assignor or the Security Agent in this respect);
 - 2.5 we will not claim or exercise, any security interest, set-off, counter-claim or other right arising after the date of this acknowledgment in respect of any Account; and
 - 2.6 we will not permit any amount to be withdrawn from any Account without your prior written consent.
3. we will be entitled to rely upon any instruction purporting to be from the Security Agent in relation to any Account without further enquiry or investigation into the identity of individuals providing such instruction. We are aware that you are relying on this letter in connection with your rights under the Assignment.
4. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

For and on behalf of [REDACTED] [*Account Bank*]

copy: [*Assignor*]

SCHEDULE 3

ACCOUNTS

Amber Fund Management Limited	The Royal Bank of Scotland International Limited		GBP	
Amber Fund Management Limited	The Royal Bank of Scotland International Limited		EUR	
Amber Fund Management Limited	The Royal Bank of Scotland International Limited		GBP	

The Assignor

EXECUTED as a Deed)
by **AMBER FUND MANAGEMENT LIMITED**)
acting by *LAILA NGAMER*)
Attorney, in the presence of:-)



Signature of witness:



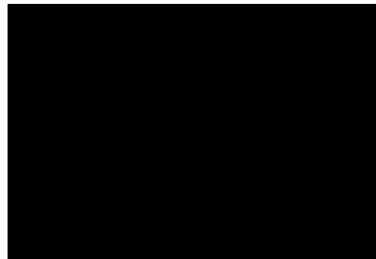
Attorney

Name of witness:

BEN TANNER

Address:

Occupation:



The Security Agent

SIGNED for and on behalf of)
THE ROYAL BANK OF SCOTLAND)
INTERNATIONAL LIMITED)

The Assignor

EXECUTED as a Deed)
by **AMBER FUND MANAGEMENT LIMITED**)
acting by)
Attorney, in the presence of:-)

Signature of witness: Attorney

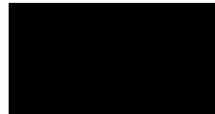
Name of witness:

Address:

Occupation:

The Security Agent

SIGNED for and on behalf of)
THE ROYAL BANK OF SCOTLAND)
INTERNATIONAL LIMITED)



BRADLEY MITCHELL

