



Registration of a Charge

Company name: **BEINNEUN HOLDINGS LIMITED**

Company number: **08336137**



X48PR6ZC

Received for Electronic Filing: **02/06/2015**

Details of Charge

Date of creation: **02/06/2015**

Charge code: **0833 6137 0005**

Persons entitled: **KFW IPEX-BANK GMBH (AS SECURITY TRUSTEE)**

Brief description: **N/A**

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8336137

Charge code: 0833 6137 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2015 and created by BEINNEUN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2015 .

Given at Companies House, Cardiff on 3rd June 2015

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 *2nd June* 2015

DEBENTURE

between

BEINNEUN HOLDINGS LIMITED

and

KFW IPEX-BANK GMBH

as Security Trustee

**This Deed is entered into subject to and with the benefit of a
Security Trust and Intercreditor Deed made of even date herewith**


Pinsent Masons

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DEBENTURE dated 2nd June 2015 between:

- (1) **BEINNEUN HOLDINGS LIMITED**, incorporated in England and Wales (Registered Number 08336137) whose registered office is at 10 West Street, Alderley Edge, Cheshire, SK9 7EG (the "Chargor"); and
- (2) **KFW IPEX-BANK GMBH** a private limited company existing under German law, registered with number HRB 79744 in the Amtsgericht (Local Court) of Frankfurt am Main, Germany and having its registered office at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany acting in its capacity as agent of and trustee for the Finance Parties on the terms set out in the Finance Documents and its successor(s) as such agent and trustee (the "**Security Trustee**").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the context requires otherwise:

"**Account**" means each present or future account of the Chargor with any bank or financial institution;

"**Account Bank**" means Santander UK PLC (or other financial institution) with which any Account is held;

"**Ancillary Rights**" means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Mortgaged Properties and all monies paid or payable thereunder;

"**Charged Intellectual Property Rights**" means all Intellectual Property Rights from time to time forming part of the Security Assets;

"**Charged Investments**" means:

- (a) the Specified Investments and all Investments from time to time forming part of the Security Assets; and
- (b) the Related Rights pertaining thereto;

"**this Deed**" means these presents (including the Schedules) as amended, supplemented, novated, extended or restated from time to time;

"**Dividends**" means all dividends, interest and other distributions of an income nature, paid or payable in respect of any Investments of the Chargor other than any amount received by or paid to the Chargor from monies held in the Distribution Account;

"**Facilities Agreement**" means the facilities agreement dated on or about the date of this Deed made between *inter alia* (1) the Borrower, (2) the Chargor as Holdco and (3) KfW IPEX-Bank GmbH as Original Lender and in its capacities mentioned therein pursuant to which the Original Lender has agreed to make certain facilities available to the Borrower for the purpose of financing and operating wind farm assets, as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of any facility;

"**Financial Instruments**" means:

- (a) any letters of credit issued in favour of the Chargor and any bills of exchange, promissory notes or other negotiable instruments now or hereafter belonging to or held by it;
- (b) any contract, agreement or arrangement to or under which the Chargor is now or may hereafter be a party or beneficiary, for or in respect of any hedge or swap, cap, collar or

floor, option, hedge or future, or any other kind of derivative transaction in relation to interest or currency fluctuations or in respect of any form of investment as defined and listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000 and the benefit of any Security Interest or guarantee relative thereto whether held by or placed or contracted with the Security Trustee or any other Finance Party or any other person;

- (c) any deposit, margin, commission or other right which the Chargor may now or hereafter have to or in respect of any commodities and any contract or option (present or future) relating thereto and the benefit of any Security Interest or guarantee relating thereto whether held by or placed or contracted with the Security Trustee or any other Finance Party or any other person;

"Fixed Charge Asset" means any Security Asset which for the time being is the subject of a valid mortgage, fixed charge or assignment created under or pursuant to Clause 2 (*Fixed Security*);

"Fixtures" means all fixtures and fittings and fixed plant and machinery from time to time in and upon the Mortgaged Properties;

"Floating Charge Asset" means any Security Asset which for the time being is the subject of the floating charge created by Clause 3 (*Floating Charge*);

"Insurances" means all policies or contracts of insurance or assurance now or hereafter effected by the Chargor or on its behalf or in which it may have an interest;

"Insured Property Assets" means the Premises and the Chargor's whole other assets of an insurable nature in or on the Premises;

"Intellectual Property Rights" means all know-how, patents (including supplementary protection certificates), patent applications, trade marks, immunity trade marks, service marks, trade names, brand names, business names, registered and unregistered designs, database rights, copyright, trade secrets, confidential information and knowhow and all other industrial and intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not) and including all applications for the same and all rights and causes of action in respect of infringement, past, present and future, of any of the foregoing;

"Investments" means:

- (a) all shares, stocks, bonds, debentures or other securities and investments of any kind and
- (b) the Related Rights pertaining thereto.

"Mortgaged Properties" means all freehold or leasehold properties from time to time forming part of the Security Assets;

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and any re-enactment, variation or modification of any or all of them and any subordinate legislation made (before or after this Deed) under any such enactments together with all other statutes governing or controlling the use or development of land and property;

"Premises" means all buildings and erections from time to time forming part of the Security Assets;

"Receivables" means all book and other debts and monetary claims now or hereafter due or owing to the Chargor;

"Receiver" means any one or more persons, individually or together with additional persons, appointed as an administrative receiver, receiver and manager or other receiver under or pursuant to this Deed or the Security in respect of all or any part of the Security Assets;

"Related Rights" means in relation to any shares, stock, bonds, debentures or other securities or investments of any kind:

- (a) all Dividends; and
- (b) all rights, property and distributions of a capital nature paid, payable, offered, issued or otherwise accruing by way of bonus, rights, redemption, substitution, preference, warrant, option or otherwise in respect thereof;

"Schedules" means any one or more of the Schedules to this Deed;

"Secured Obligations" means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Obligors to the Finance Parties under the Facilities Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Chargor under or pursuant to this Deed;

"Security" means all or any of the Security Interests now or at any time hereafter created by or pursuant to this Deed;

"Security Assets" means all or any part of or interest in the undertaking, property, rights and assets of the Chargor which now or at any time hereafter are or are expressed to be the subject of any Security Interest created or purported to be created by or pursuant to this Deed;

"Security Interest" means any mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or security interest of any kind, or any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement);

"Specified Agreements" means the contracts or agreements specified in Part 1 of Schedule 2; and

"Specified Investments" means the Investments specified in Schedule 1.

1.2 Facilities Agreement definitions

In this Deed, unless the context requires otherwise, terms defined in clause 1.1 (*Definitions*) of the Facilities Agreement shall have the same meaning in this Deed.

1.3 Interpretation

The provisions of clause 1.2 (*Construction*) of the Facilities Agreement shall apply *mutatis mutandis* to this Deed as if set out in full herein. Any reference in this Deed to the Security becoming "enforceable" shall mean that the Security has become enforceable in accordance with Clause 10.1 of this Deed,

1.4 Headings

The table of contents and the headings in this Deed are included for convenience only and shall be ignored in construing this Deed.

1.5 Conflict

If there is any conflict between the provisions of this Deed and the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail.

2. FIXED SECURITY

In security for the payment and discharge of the Secured Obligations, the Chargor, with full title guarantee, creates the fixed Security Interests set out in the following provisions of this Clause 2 (*Fixed Security*) in favour of the Security Trustee.

2.1 Mortgages and charges

2.1.1 Land

The Chargor charges by way of first legal charge (to the extent not effectively mortgaged under any other present or future mortgage in favour of the Security Trustee), all estates and interests in all freehold or leasehold properties now or hereafter belonging to it together with the Premises and the Fixtures on and in them and the Ancillary Rights pertaining to them.

2.1.2 Plant, machinery and chattels

The Chargor charges by way of first fixed charge, all plant, machinery and other chattels now or hereafter owned by it, and its interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person, and any guarantees, indemnities and Security Interests for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto.

2.1.3 Investments

The Chargor charges:

- (a) by way of an equitable mortgage, the Specified Investments, and the Related Rights pertaining to them; and
- (b) by way of first fixed charge (to the extent not effectively mortgaged under paragraph (a) above, or any other present or future mortgage in favour of the Security Trustee), the Specified Investments, all other Investments now or hereafter owned by it or held by any nominee on its behalf, and the Related Rights pertaining to them.

2.1.4 Receivables

The Chargor charges by way of first fixed charge (except to the extent the subject of a valid fixed Security Interest under any other provision of this Deed), all Receivables together with the benefit of all guarantees, sureties, indemnities, Security Interests and other rights of any nature now or hereafter held or enjoyed by it in relation thereto.

2.1.5 Intellectual Property Rights

The Chargor charges by way of first fixed charge, the Intellectual Property Rights now or hereafter owned by it (solely or with others), and its interest in all the Intellectual Property Rights now or hereafter held or used by it (solely or with others) under licence, sub licence, franchise or otherwise in any way together with the benefit of all licences, sub licences, franchises and other agreements or arrangements of any nature entered into by it in relation to the use by it or third parties of such Intellectual Property Rights.

2.1.6 Miscellaneous

The Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it may have in any pension fund;
- (b) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder;
- (c) all sums, realised or recovered by any liquidator or administrator of the Chargor pursuant to Part VI of the Insolvency Act 1986 (as amended);
- (d) its goodwill; and
- (e) its uncalled capital.

2.1.7 Group loan capital

The Chargor charges by way of first fixed charge, all loan capital indebtedness now or hereafter due or owing to it by any company which is now or may at any time hereafter be or become a subsidiary of the Chargor.

2.2 Assignments

2.2.1 Specified Agreements

- (a) The Chargor assigns absolutely by way of security, the benefit of and its whole present and future rights under the Specified Agreements and all other Project Documents and Junior Finance Documents entered into at any time hereafter (excluding agreements governed by Scots law) and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Chargor under or in respect thereof and all the Chargor's present and future claims, rights, remedies and causes of action thereunder.
- (b) Notwithstanding the provisions of Clause 2.2.1(a) above the Security Trustee agrees and acknowledges that until the Security becomes enforceable, all of the Chargor's rights in relation to the Specified Agreements and other Project Documents and Junior Finance Documents described in Clause 2.2.1(a) above (including in relation to any proceeds payable thereunder) may be exercised by the Chargor in accordance with the terms of the Finance Documents.

2.2.2 Insurances

- (a) The Chargor assigns absolutely by way of security, the benefit of and its whole present and future rights and claims under or in respect of, all Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies now or hereafter payable thereunder, including return of premiums.
- (b) Notwithstanding the provisions of Clause 2.2.2(a) above the Security Trustee agrees and acknowledges that until the Security becomes enforceable, all of the Chargor's rights in relation to the Insurances described in Clause 2.2.2(a) above (including in relation to any claims and all monies payable thereunder) may be exercised by the Chargor in accordance with the terms of the Finance Documents.

2.2.3 Financial instruments

- (a) The Chargor assigns absolutely by way of security, the benefit of and its whole present and future rights under all Financial Instruments.
- (b) Notwithstanding the provisions of Clause 2.2.3(a) above the Security Trustee agrees and acknowledges that until the Security becomes enforceable, all of the

Chargor's rights in relation to the Financial Instruments may be exercised by the Chargor in accordance with the terms of the Finance Documents.

3. FLOATING CHARGE

3.1 Charge

In security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges by way of first floating charge, its whole undertaking, property, rights and assets, present and future, except to the extent they are effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under or pursuant to this Deed (including any such property rights or assets comprised in a charge which is reconverted under Clause 3.5 (*Reconversion*)), or any other mortgage, fixed charge or assignment in favour of the Security Trustee.

3.2 Crystallisation by notice

The Security Trustee may at any time by written notice to the Chargor convert the floating charge created by Clause 3.1 (*Charge*) into a fixed charge as regards all or any part of the Floating Charge Assets specified in such notice (and if no Floating Charge Assets are so specified, such notice shall take effect in respect of all the Floating Charge Assets);

3.2.1 if the Security Trustee acting reasonably considers such Floating Charge Assets to be in danger of being seized or sold under any distress, attachment, execution, diligence or other process levied or threatened, or otherwise to be in jeopardy and whether or not an Event of Default has occurred; or

3.2.2 upon the occurrence of an Event of Default which is continuing.

3.3 Automatic crystallisation

If, without the Security Trustee's prior written consent:

3.3.1 any Floating Charge Assets are made or become subject to any Security Interest;

3.3.2 any person levies any distress, attachment, execution, diligence or other process against any Floating Charge Assets, or threatens in writing or takes any steps to do so;

3.3.3 the Chargor disposes of any Floating Charge Assets otherwise than those permitted by clause 35.4 (*Disposals*) of the Facilities Agreement or by way of sale in the ordinary course of its business for market value on an arms length basis and for consideration payable in cash on normal commercial terms or threatens or takes any steps to do so; or

3.3.4 an administrator is appointed to the Chargor or the Security Trustee receives notice of intention to appoint an administrator to the Chargor

then the floating charge created by Clause 3.1 (*Charge*) shall automatically and immediately, without any requirement for notice, be converted into a fixed charge in respect of such Floating Charge Assets.

3.4 Future Floating Charge Assets

Save as otherwise stated in any notice given under Clause 3.2 (*Crystallisation by notice*) or, unless such notice extends to all the Floating Charge Assets, any prospective Floating Charge Assets acquired by the Chargor after crystallisation has occurred under Clause 3.2 (*Crystallisation by notice*) or Clause 3.3 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.1 (*Charge*), so that such crystallisation shall be effective only as regards the Floating Charge Assets in existence at the date of crystallisation.

3.5 Reconversion

Where the floating charge created by Clause 3.1 (*Charge*) has crystallised under Clause 3.2 (*Crystallisation by notice*) or Clauses 3.3.1, 3.3.3 and 3.3.4 (*Automatic crystallisation*), it may be reconverted into a floating charge by written notice given at any time by the Security Trustee to the Chargor, in respect of the Security Assets specified in such notice.

3.6 Priority

3.6.1 Any present or future fixed Security Interest created by the Chargor in favour of the Security Trustee under or pursuant to this Deed, or otherwise, shall, save as the Security Trustee may otherwise agree in writing at or after the time of its creation, rank and have priority before the floating charge created by Clause 3.1 (*Charge*).

3.6.2 Any Security Interest created by the Chargor after the date of this Deed (except any Security Interest in favour of the Security Trustee) shall be expressed to be subject to this Deed and the Security Trust and Intercreditor Deed and the Security, and shall rank and have priority after the Security.

4. PERFECTION OF SECURITY

4.1 General

4.1.1 The Chargor's undertakings and obligations under this Clause 4 (*Perfection of Security*) shall remain in force from the date of this Deed until the Secured Obligations have been fully and unconditionally paid or discharged or the Security has been fully and unconditionally released in accordance with Clause 17 (*Release*).

4.1.2 Save as otherwise agreed in writing by the Security Trustee, if a valid Security Interest under or pursuant to this Deed cannot be created over the Chargor's rights under any document or agreement without the consent of any party thereto, the Chargor shall promptly so notify the Security Trustee and (unless the Security Trustee otherwise requires) shall use all reasonable endeavours to obtain such party's consent, and pending such consent this Deed shall exclude such document or agreement itself but shall secure by way of assignment or charge, as the case may be, all proceeds, claims, damages, compensation, profit, rent, rental and other sums of any description which the Chargor has received or may receive or be entitled to under or in respect of such document or agreement.

4.1.3 Insofar as is necessary to ensure that any purported disposition of any freehold or leasehold property under or pursuant to this Deed is a valid disposition in terms of Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and any side letters between any parties in relation thereto shall be incorporated in this Deed.

4.1.4 The omission from the Schedules of details of any Specified Investments or Specified Agreements, or the incompleteness of any details which are so inserted shall not affect the validity or enforceability of the Security (including, without limitation, the Security Interests created by Clause 2.1.3 (*Investments*), Clause 2.2.1 (*Specified Agreements*), or Clause 3 (*Floating Charge*).

4.2 Registered land

4.2.1 In respect of any Mortgaged Property which is registered at the Land Registry, the Chargor and the Security Trustee hereby jointly apply to the Chief Land Registrar to enter a restriction in the Proprietorship register of the relevant title or titles in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the

charge dated [] referred to in the charges register or if appropriate signed on such proprietor's behalf by its secretary or conveyancer".

For these purposes, the "**Charge Number**" means the entry number in the Charges Register of the relevant title which relates to this Deed and the Security.

- 4.2.2 The Chargor covenants to submit an application to the appropriate Land Registry, immediately after execution of this Deed, and/or on request from the Security Trustee at any time thereafter for the first registration of any unregistered freehold or leasehold property in England and Wales mortgaged under Clause 2.1 (*Mortgages and charges*)
- 4.2.3 If the Security Trustee wishes to apply to have this Deed or any part of it or any other Finance Document designated as an exempt information document under Rule 136 of the Land Registration Rules 2003, it shall so notify the Chargor in writing, and the Chargor shall take such action in that respect as the Security Trustee shall require.
- 4.2.4 If the Chargor or the Security Trustee receives notice of an application by any third party under Rule 137 of the Land Registration Rules 2003 for disclosure of this Deed or any other Finance Document following its designation as an exempt information document, it shall promptly notify the other, and the Chargor and the Security Trustee shall take such action in respect of such application as the Security Trustee shall require.
- 4.2.5 The Chargor shall not make any application to have this Deed or any part of it or any other Finance Document designated as an exempt information document under Rule 136 of the Land Registration Rules 2003, nor to have any such designation removed under Rule 137 of the said Rules, without the prior written consent of the Security Trustee.

4.3 Investments

Upon acquisition of any Investments and on request from the Security Trustee, the Chargor shall promptly and in any event within five Business Days of request from the Security Trustee:

- 4.3.1 deposit with the Security Trustee all certificates or documents of title or evidence of ownership in relation to the Charged Investments or any of them specified by the Security Trustee; and/or
- 4.3.2 in the case of Charged Investments in certificated form but excluding any Authorised Investment, execute and deliver to the Security Trustee signed but undated stock transfer forms together with any existing share certificates in relation to the Specified Investments such shares, transfers, assignments or other documents as the Security Trustee may request to perfect its security over such Charged Investments or to have any such Charged Investments registered in name of the Security Trustee or its nominee or otherwise obtain legal title to such Charged Investments;
- 4.3.3 execute and deliver to the Security Trustee or as it may direct, such transfers, assignments, directions or instructions, materialised or dematerialised, and take, or as need be join with the Security Trustee in taking, such action as the Security Trustee may reasonably require to convert any Charged Investments held in certificated form into uncertificated form, or vice versa, and thereupon or thereafter to deal with them as the Security Trustee may require in accordance with the preceding provisions of this Clause 4.3 (*Investments*).

4.4 Specified Agreements

Promptly and in any event within one Business Day after execution of this Deed or, in respect of any Specified Agreement or other contract or agreement assigned in accordance with Clause 2.2.1 entered into after the date of this Deed on request from the Security Trustee, the Chargor shall, except to the extent that such notice is given and acknowledged in a Direct Agreement:

- 4.4.1 give notice in or as near as may be the form set out in Part 2 of Schedule 2 to each counterparty to the Specified Agreements or any other contract or agreement assigned in accordance with Clause 2.2.1; and
- 4.4.2 use all reasonable endeavours to procure that each such counterparty promptly delivers an executed acknowledgement of such notice in or as near as may be the form set out in Part 3 of Schedule 2.

4.5 Insurances

Where any Insurances are taken out by the Chargor after the date of this Deed, after such Insurances are taken out and on request from the Security Trustee, the Chargor shall:

- 4.5.1 give notice in or as near as may be the form set out in Part 5 of Schedule 6 of the Facilities Agreement to each insurer under the Insurances as the Security Trustee may require; and
- 4.5.2 use all reasonable endeavours to procure that each such insurer or its duly authorised agent promptly delivers an executed acknowledgement of such notice in or as near as may be the form set out in Part 5A of Schedule 6 of the Facilities Agreement.

5. PROTECTION OF SECURITY

5.1 Continuing security

The Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally paid and discharged.

5.2 No prejudice

The Security shall be in addition to and shall not in any way prejudice or be prejudiced by any other Security Interest, right or remedy which the Security Trustee or Finance Parties may now or at any time hereafter hold for all or any part of the Secured Obligations.

5.3 No waiver

Failure or delay on the part of the Security Trustee or any Receiver in exercising any right, power or discretion under or pursuant to this Deed shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Deed are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

5.4 Severability

The provisions of this Deed shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

5.5 Non impairment

The Chargor agrees that none of its obligations or the Security Trustee's rights, powers and discretions under this Deed or those of any Receiver, shall be reduced, discharged or otherwise adversely affected by:

- 5.5.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any Security Interest or any right or remedy which the Security Trustee or Finance Parties

or any other person may have now or in the future from or against the Chargor or any other person in respect of any of the Secured Obligations; or

- 5.5.2 any failure, act or omission by the Security Trustee or Finance Parties or any other person in taking up, perfecting or enforcing any Security Interest or guarantee, surety or indemnity from or against the Chargor or any other person in respect of the Secured Obligations; or
- 5.5.3 any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Facilities Agreement; or
- 5.5.4 any grant of time, indulgence, waiver or concession to the Chargor or any other person; or
- 5.5.5 any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Chargor or any other person; or
- 5.5.6 any invalidity, illegality, unenforceability, irregularity or frustration of any of the Secured Obligations; or
- 5.5.7 any renumbering or redesignation of any Account or its being transferred to another branch or department of the relevant Account Bank; or
- 5.5.8 subject to Clause 17 (*Release*), anything done or omitted to be done by the Security Trustee or Finance Parties or any Receiver or other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Chargor under this Deed or the Security.

5.6 Deposit of documents of title etc

Subject to the rights of any prior chargee, and except as otherwise expressly agreed in writing by the Security Trustee, the Chargor shall deposit with the Security Trustee and it shall be entitled to retain during the continuance of this Deed and the Security, all deeds and documents of title relating to the Fixed Charge Assets, including, without limitation, an official copy of the register showing the registration of this Deed in the Land Registry, the title deeds of the Mortgaged Properties and documents relating to policies, notes or contracts in respect of the Insurances and certificates in respect of Charged Investments.

5.7 Further assurance

The obligations of the Chargor under this Deed and the Facilities Agreement shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

5.8 New accounts

At any time after the Security Trustee or any Finance Party has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent Security Interest over or affecting any part of the Security Assets or the proceeds of realisation, the Security Trustee or any Finance Party may open a new account or accounts with the Chargor. If the Security Trustee or relevant Finance Party does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made to the Security Trustee or relevant Finance Party shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount covered by the Security.

6. PROPERTY

6.1 Certificate of Title

The Chargor represents and warrants to the Security Trustee that:

- 6.1.1 The information provided by it or its advisers to the solicitors who prepared any Certificate of Title in respect of any Mortgaged Property for the purpose of that Certificate of Title was true in all material respects at the date it was expressed to be given;
- 6.1.2 The information referred to in Clause 6.1.1 above was at the date it was expressed to be given complete and did not omit anything which, if disclosed, might have adversely affected the decision of a person considering whether to enter into the Facilities Agreement and this Deed; and
- 6.1.3 Since the date of any information referred to in Clause 6.1.1 above nothing has occurred which would render that information untrue or misleading in any respect and which, if disclosed, might adversely affect the decision of a person considering whether to enter into the Facilities Agreement and this Deed.

6.2 Acquisitions

- 6.2.1 If the Chargor acquires any freehold or leasehold property after the date of this Deed it shall:
 - (a) forthwith notify the Security Trustee;
 - (b) immediately on request by the Security Trustee and at the Chargor's cost, execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee of that property, the Fixtures thereon and Ancillary Rights relating thereto, and the proceeds of sale thereof in such form as the Security Trustee may require;
 - (c) if the title to that freehold or leasehold property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of this Deed and the Security in terms of Clause 4.2 (*Registered land*); and
 - (d) if applicable, ensure that this Deed and the Security is correctly noted against that title at HM Land Registry, in terms of Clause 4.2 (*Registered land*).
- 6.2.2 If the consent of any landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor shall not be required to perform that obligation unless and until it has obtained such landlord's consent. The Chargor shall use all reasonable endeavours to obtain such landlord's consent.

6.3 Development

The Chargor shall not carry out or permit any development (as defined in the Planning Acts) to be carried out on any Mortgaged Property for which permission of the relevant planning authority is required, nor make or permit or authorise any application for planning permission in respect of any Mortgaged Property.

6.4 Notices

The Chargor shall, within 14 days after the receipt by it of any application, requirement order or notice served or given by any public or local or any other authority with respect to any Mortgaged Property:

- 6.4.1 deliver a copy to the Security Trustee; and

- 6.4.2 inform the Security Trustee of the steps taken or proposed to be taken to comply with the relevant requirement.

6.5 Leases

The Chargor shall not grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of any Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy any Mortgaged Property or any part of it without the prior written consent of the Security Trustee.

6.6 Certificate of Title

The Chargor shall, as soon as practicable after a request by the Security Trustee, provide the Security Trustee with a Certificate of Title in respect of any Mortgaged Property for which a Certificate of Title has not properly been obtained covering those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature.

6.7 Power to remedy

- 6.7.1 If the Chargor fails to perform any material term or notice served on it affecting any Mortgaged Property, the Chargor shall permit the Security Trustee or its agents and contractors:

- (a) to enter any such Mortgaged Property;
- (b) to comply with or object to any notice served on the Chargor in respect of such Mortgaged Property; and
- (c) to take such action as the Security Trustee may consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

- 6.7.2 The Chargor shall immediately on request by the Security Trustee pay all costs and expenses (reasonably incurred) by the Security Trustee or its agents and contractors in connection with any action taken by it under these provisions.

7. INVESTMENTS

7.1 Title etc

- 7.1.1 The Chargor represents and warrants to the Security Trustee that:

- (a) it is the sole legal and beneficial owner of the Charged Investments;
- (b) the Charged Investments are held free from any Security Interests other than those Security Interests referred to in the exclusion in clause 35.3 (*Negative Pledge*) of the Facility Agreement;
- (c) the information as to the Specified Investments contained in Schedule 1 is complete and accurate in all respects.

7.2 Dividends etc

Until the Security has become enforceable:

- 7.2.1 All Dividends paid or payable in respect of any Investments which remain registered in name of the Chargor or its nominee shall be paid direct to the Chargor; and
- 7.2.2 All Dividends paid to the Security Trustee or its nominee in respect of any Investments which are registered in name of the Security Trustee or its nominee shall be held by the

Security Trustee or its nominee for the account of the Chargor and paid to the Chargor or as it may direct but the Security Trustee or its nominee should not have any duty to ensure that any Dividends are duly and punctually paid.

7.3 Voting before enforcement

7.3.1 Until the Security has become enforceable:

- (a) All voting and other rights attaching to any Charged Investments which remain registered in name of the Chargor or its nominee shall continue to be exercisable by the Chargor or its nominee, but only in accordance with and subject to the terms of Clause 7.3.2; and
- (b) All voting and other rights attaching to any Charged Investments which are registered in name of the Security Trustee or its nominee shall be exercised by the Security Trustee or its nominee in accordance with the written instructions of the Chargor, but subject always to the terms of Clause 7.3.2. In the absence of any such instructions, the Security Trustee shall not exercise such rights.

7.3.2 For the purposes of this Clause 7.3.2 the Chargor may not, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) exercise the voting and other rights attaching to the Charged Investments nor shall it be entitled to require the Security Trustee or its nominee to exercise any such rights, in favour of any resolution for any of the following purposes:

- (a) the alteration of the articles of association of any company in which the Charged Investments are held;
- (b) the issue of any shares in any such company;
- (c) the purchase or redemption by any such company of any of its own shares or its giving financial assistance for the purpose of the acquisition of shares in it or its holding company;
- (d) the reduction of the share capital of any such company;
- (e) the winding up of any such company or the approval of any voluntary arrangement in relation to it; or
- (f) any other matter which in the Security Trustee's opinion would prejudice the Security or adversely affect the value of the Charged Investments.

7.3.3 The Chargor shall indemnify the Security Trustee or its nominee and keep it indemnified against all losses, claims and liabilities whatever which it may incur as a result of acting in accordance with the Chargor's instructions in relation to any Charged Investments.

7.4 Voting and Dividends after enforcement

After the Security has become enforceable, the Security Trustee shall be entitled, without any notice to or consent or authority of the Chargor either in its own name or in name of the Chargor or otherwise:

7.4.1 to receive and retain all Dividends (other than where such Dividends are paid from monies paid to the Distribution Account prior to the Security becoming enforceable) and apply them in accordance with Clause 14 (*Application of Proceeds*);

7.4.2 to exercise all voting and other rights attaching to the Charged Investments (including those remaining registered in name of the Chargor or its nominee) as it may think fit; and

- 7.4.3 generally, without prejudice to the other provisions of this Clause 7.4 (*Voting and Dividends after enforcement*), to exercise all the rights, powers and discretions in respect of the Charged Investments it would be entitled to exercise if it were the absolute owner of the Charged Investments.

7.5 Calls etc

The Chargor shall pay all calls which may be made and meet all other obligations which may arise in respect of the Charged Investments (whether or not registered in name of the Security Trustee or its nominee). The Security Trustee or its nominee shall not have any obligation to pay any such calls or meet any such obligations, (or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or take any action to collect or enforce payment of any amounts to which it may be entitled under this Deed) but if the Chargor fails to do so, may elect to make the relevant payments or meet the relevant obligations in which event the amount of the payments so made and the obligations so met shall be repayable by the Chargor on demand, together with interest at the Default Rate from the date of demand until settlement, and shall constitute Secured Obligations.

7.6 Notices etc

- 7.6.1 Where any of the Charged Investments is registered in name of the Security Trustee or its nominee, it shall promptly pass on to the Chargor all notices or other communications (or a copy thereof) it may receive from any company in which the Charged Investments are held but shall not be liable for any failure to do so.
- 7.6.2 Where any of the Charged Investments remain registered in name of the Chargor or its nominee, it shall, to the extent the Security Trustee has not already received them pursuant to the Facilities Agreement from an Obligor, promptly deliver to the Security Trustee a copy of every circular, notice, report, set of accounts or other document it may receive in respect of or relating to any such Investments.

7.7 Information

The Chargor shall promptly copy to the Security Trustee, and comply with, all requests for information within its knowledge which are made under or pursuant to any statutory or regulatory requirement or the articles of association of any company in which the Charged Investments are held, failing which the Security Trustee shall be entitled to provide such information as it may have on behalf of the Chargor.

7.8 Conversion

The Chargor shall not, without the prior written consent of the Security Trustee or in accordance with Clause 4.3 (*Investments*), instruct or permit any Charged Investments held in uncertificated form to be converted into certificated form, or vice versa.

8. ACCOUNTS

8.1 Accounts

- 8.1.1 The Chargor shall open and maintain in accordance with the Facilities Agreement such accounts as the Security Trustee may from time to time require in accordance with Clause 5.8 (*New accounts*).
- 8.1.2 The Chargor shall collect and realise all of its Receivables in the ordinary course of business and, immediately on receipt, pay all monies collected into such account as the Security Trustee may specify. Pending such payment, the Chargor shall hold all monies so received upon trust for the Security Trustee.

8.2 No derogation

The Chargor shall not, without the Security Trustee's prior written consent, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do anything which might delay or prejudice its full recovery or purport to do so.

8.3 Withdrawals

Until and for so long as the Security has become enforceable, the Chargor shall be entitled, notwithstanding any other provision of this Deed, to operate and make withdrawals from the Accounts in accordance with the terms of the Facilities Agreement.

9. SPECIFIED AGREEMENTS

9.1 Chargor's continuing liability

Notwithstanding any assignment pursuant to Clause 2.2 (*Assignments*), the Chargor agrees that prior to enforcement of the Security pursuant to Clause 10 (*Enforcement*) it shall remain liable to perform all the obligations incumbent on it and entitled to exercise all rights, remedies, powers and discretion conferred on it under the Specified Agreements and the Security Trustee shall not have any liability or responsibility under any of the Specified Agreements to the Chargor or any other party.

9.2 Right to perform obligations

Without prejudice to Clause 9.1 (*Chargor's continuing liability*), if the Chargor fails to perform any of the obligations incumbent on it under any of the Specified Agreements, the Security Trustee shall be entitled, but not required, to perform or procure the performance of such obligations, and the amount of all payments made or costs incurred by the Security Trustee in that respect, shall be repayable by the Chargor in accordance with Clause 19.1 (*Non compliance by Chargor*) and shall be Secured Obligations.

10. ENFORCEMENT

10.1 Security enforceable

The Security shall become enforceable, and the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925, as varied and extended by this Deed, shall be exercisable immediately upon or at any time after:

10.1.1 an Event of Default occurring which is continuing; or

10.1.2 the Chargor requesting the Security Trustee to appoint a Receiver or administrator

provided that if the Security Trustee has taken action to enforce the Security pursuant to Clause 10.1.1 and the relevant Event of Default is subsequently remedied or waived, the Security shall continue to be enforceable and the powers conferred by Section 101 of the Law of Property Act 1925, as varied and extended by this Deed, shall continue to be exercisable notwithstanding such remedy or waiver.

10.2 Law of Property Act

The powers conferred by Section 101 of the Law of Property Act 1925, as varied and extended by this Deed, shall be deemed to have arisen immediately upon execution of this Deed, and Sections 93, 103 and 109 of that Act shall not apply to this Deed, but the statutory power of sale shall not be exercisable until the Security has become enforceable.

10.3 Rights upon enforcement

At any time after the Security has become enforceable, the Security Trustee shall be entitled (in accordance with the terms of the Security Trust and Intercreditor Deed), without any notice to, demand on or consent of the Chargor, either in its own name or in name of the Chargor or otherwise, and in such manner and on such terms and conditions as it thinks fit, to take possession of and realise the Security Assets and apply the proceeds of realisation in or towards payment of or provision for the Secured Obligations in accordance with Clause 17 (*Release*), and in particular, without limiting the generality:

- 10.3.1 to call in and/or uplift or withdraw the sums standing to the credit of the Accounts in whole or part (and whether or not any deposit period may be broken by so doing);
- 10.3.2 to do all things it may consider necessary or expedient for the realisation of the Security Assets or incidental to the exercise of any of the rights conferred on it under or in connection with this Deed, the Law of Property Act 1925 or the Insolvency Act 1986; and
- 10.3.3 generally to exercise all the rights powers and discretions in respect of the Security Assets it would be entitled to exercise if it were the absolute owner of the Security Assets (including, without limitation, all the powers given to trustees by law in respect of securities or property subject to a trust).

10.4 Extension of powers of sale

The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee by virtue of this Deed are extended so as to authorise the Security Trustee (whether in its own name or in name of the Chargor) to:

- 10.4.1 grant a lease of any freehold or leasehold property vested in the Chargor or in which it has an interest on such terms and conditions as the Security Trustee shall think fit; and
- 10.4.2 sever any fixtures from any freehold or leasehold property vested in the Chargor and sell them separately.

10.5 Relationship to Receiver

All rights, powers and discretions expressly and impliedly conferred on a Receiver by this Deed or by law may be exercised by the Security Trustee in respect of any Security Asset after the Security becomes enforceable, without first appointing a Receiver and notwithstanding that a Receiver may have been appointed.

11. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

11.1 Appointment

- 11.1.1 At any time after the Security has become enforceable the Security Trustee shall be entitled:
 - (a) to appoint one or more persons as a Receiver or Receivers in respect of the Security Assets;
 - (b) to appoint one or more persons as an administrator or administrators of the Chargor;
 - (c) to make an administration application in respect of the Chargor; or
 - (d) to give notice of intention to appoint an administrator or administrators in respect of the Chargor.

11.1.2 The appointment of a Receiver or Receivers or an administrator or administrators, or the giving of notice of intention to appoint an administrator or administrators shall be effected by the Security Trustee by written instrument or notice in accordance with and in such form as may be prescribed under the Insolvency Act 1986. If any such person so appointed as Receiver or administrator is removed from office or otherwise ceases to act, the Security Trustee shall be entitled (subject to the provisions of the Insolvency Act 1986) to appoint a replacement in the same manner.

11.2 Power to act separately

Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Trustee shall specify to the contrary.

11.3 Receiver's remuneration

The Security Trustee may from time to time determine the remuneration of a Receiver and the maximum rate specified in Section 109(6) of the Law of Property Act 1925 shall not apply.

11.4 Removal of Receiver

The Security Trustee may (subject to Section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Security Assets of which he/she is the Receiver.

11.5 Further appointments of Receiver

Appointment of a Receiver hereunder shall not preclude:

11.5.1 The Security Trustee from making any subsequent appointment of a Receiver over all or any Security Assets over which a Receiver has not previously been appointed or has ceased to act; or

11.5.2 The appointment of an additional Receiver to act while the first Receiver continues to act.

11.6 Receiver's agency

Every Receiver shall be the agent of the Chargor (which shall be solely liable for his/her acts, defaults and remuneration (save for gross negligence or wilful misconduct)) unless and until the Chargor goes into liquidation, after which time he/she shall act as principal and shall not become the agent of the Security Trustee or any other Finance Party.

11.7 Relationship with Security Trustee

To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Trustee in relation to any Security Asset without first appointing a Receiver, and notwithstanding the appointment of a Receiver.

12. POWERS OF RECEIVER

Every Receiver may exercise, in relation to the Security Assets over which he/she is appointed, all the powers, rights and discretions conferred by law, including those conferred on a Receiver by the Law of Property Act 1925, and on a receiver or administrative receiver under the Insolvency Act 1986, in particular those set out in Schedule 1 to that Act and in addition to and without limiting such powers, every Receiver may, with or without the concurrence of any other person:

12.1 sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Security Assets without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925 in such manner and generally on such terms and conditions as he/she shall think fit in his/her absolute and unfettered discretion and any such sale or disposition may be for cash, shares, stock, bonds, debentures or

other securities and investments of any kind or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of the Chargor;

- 12.2 promote or procure the incorporation of any new company (whether or not a subsidiary of the Chargor), subscribe for or otherwise acquire shares, stock, debentures, loan stock or other securities in any such company in name of the Chargor, or the Receiver or its or his/her nominee or trustee, and procure the purchase, lease, licence or acquisition of all or any of the Security Assets by any such company for a consideration in cash, shares, stock, debentures, loan stock or other securities, shares or profits of sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such company, payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- 12.3 sever any Fixtures from any freehold or leasehold property and/or sell them separately;
- 12.4 exercise all voting and other rights attaching to Charged Investments;
- 12.5 effect any arrangement or compromise with any Finance Party or other person as he/she shall think fit;
- 12.6 effect all repairs, renewals and improvements to the Security Assets and take out, renew or increase insurances on such terms and against such risks as he/she shall think fit;
- 12.7 appoint agents or managers, for the foregoing purposes at such remuneration as he/she may determine;
- 12.8 redeem any prior Security Interest in accordance with Clause 16 (*Redemption of prior securities*), so that the costs and expenses including payment of any principal or interest, incurred shall be deemed to be expenses incurred by the Receiver;
- 12.9 pay the administrative charges of any Finance Parties in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the Chargor;
- 12.10 commence and/or complete any building operations upon any Mortgaged Property and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he/she may in his/her absolute discretion think fit;
- 12.11 do all such other acts and things he/she may consider to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets;
- 12.12 generally, without prejudice to the other provisions of this Clause 12 (*Powers of Receiver*) to exercise all the rights, powers and discretions in respect of the Security Assets it would be entitled to exercise if it were the absolute owner thereof and to do all acts and things the Receiver may consider necessary or expedient for the realisation of the Security Assets and the application of the proceeds in or towards satisfaction of or their retention as continuing security for the Secured Obligations; and
- 12.13 in respect of any of the Security Assets situated in or governed by the law of any foreign jurisdiction to exercise in addition to the foregoing powers, all the powers conferred by the Insolvency Act 1986 or any other enactment or rule of law on receivers or receivers and managers (or analogous officers) in such jurisdiction.

13. POWER OF ATTORNEY

13.1 Appointment

The Chargor by way of security hereby irrevocably appoints the Security Trustee and any Receiver separately or its or his/her nominee as its attorney (with full powers of substitution and delegation)

on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- 13.1.1 to do anything which the Chargor is obliged to do (but has not done) under this Deed including, without limitation, to sign, seal, execute and deliver all deeds, documents, notices, further securities, transfers or assignments of and other instruments relating to, and give instructions (in material or dematerialised form) in respect of, the Security Assets; and
- 13.1.2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Trustee in relation to the Security Assets under this Deed, the Law of Property Act 1925, or the Insolvency Act 1986.

13.2 Ratification

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Chargor under this Clause 13 (*Power of Attorney*).

13.3 Exercise of power

The appointment effected under Clause 13.1 (*Appointment*) shall take effect immediately, but the powers conferred shall only become exercisable upon the Security becoming enforceable or if the Chargor does not fulfil any of its obligations under Clause 5.7 (*Further assurance*) within two Business Days of notice from the Security Trustee to do so.

14. APPLICATION OF PROCEEDS

14.1 Application

All monies realised or otherwise arising from the enforcement of the Security shall subject to Clause 14.2 (*Monies on suspense account*) be applied by the Security Trustee in or towards payment of or provision for the Secured Obligations in accordance with the Security Trust and Intercreditor Deed.

14.2 Monies on suspense account

Nothing in this Deed shall limit the right of the Security Trustee and any Receiver (and the Chargor acknowledges that the Security Trustee and any Receiver is so entitled) if and for so long as the Security Trustee and any Receiver in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of the Security into a suspense account or accounts (which may be with the Security Trustee), or, if reasonably practicable to do so, an interest bearing suspense account or accounts (which may be with the Security Trustee or any Finance Party with interest accruing thereon at such rate as the relevant Finance Party usually grants for accounts of that size and nature) without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations provided that if the aggregate of such monies so placed to the credit of such suspense account or accounts shall equal or exceed the Secured Obligations, the Security Trustee or the Receiver as the case may be shall, subject always to Clause 17 (*Release*), forthwith apply the same towards settlement of the Secured Obligations.

14.3 Balance

The rights powers and discretions conferred on the Security Trustee and any Receiver under this Deed are subject only to its or his/her obligation to account to the Chargor for any balance of the Security Assets or their proceeds remaining in its or his/her hands after the Secured Obligations have been fully and unconditionally paid and discharged.

15. THIRD PARTIES

15.1 No duty of enquiry

No purchaser from or other person dealing with the Security Trustee or any Receiver in relation to the Security Assets shall be concerned to enquire whether any event has occurred upon which any of the rights, powers and discretions conferred under or in connection with this Deed, the Law of Property Act 1925 or the Insolvency Act 1986 is or may be exercisable, or whether any of the rights, powers and discretions exercised or purported to be exercised by it or him/her hereunder has otherwise become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any right, power or discretion hereunder. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Security Trustee or any Receiver or its or his/her nominee or delegate as if the Secured Obligations had become due and the statutory powers of sale in relation to the Security Assets had arisen on the date of this Deed.

15.2 Receipts

The receipt or discharge of the Security Trustee or any Receiver shall be an absolute discharge to any purchaser or other person dealing with the Security Trustee or any Receiver or its nominee or delegate in relation to the Security Assets and any such purchaser or other person shall not have any obligation to enquire after or see to the application of any payments made by it to the Security Trustee or any Receiver or its nominee or delegate or at its direction.

16. REDEMPTION OF PRIOR SECURITIES

16.1 Redemption

The Security Trustee shall be entitled at any time:

16.1.1 to redeem any prior Security Interest over the Security Assets; and/or

16.1.2 to procure the transfer of such Security Interest to itself or its nominee; and/or

16.1.3 to settle and pass the accounts of the party or parties entitled to any such prior Security Interest and any accounts so settled and passed shall, save for manifest error, be conclusive and binding on the Chargor.

16.2 Costs and expenses

The Chargor shall pay the Security Trustee, immediately on demand, the costs and expenses incurred by the Security Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest, and these shall be subject to the terms of Clause 19.1 (*Non compliance by Chargor*) and shall be Secured Obligations.

17. RELEASE

17.1 Release

When the Secured Obligations have been fully and unconditionally paid or discharged the Security Trustee shall at the Chargor's request, and at its expense, discharge the Security and retransfer to the Chargor so much of the Security Assets as have not been realised or applied in or towards satisfaction of the Secured Obligations and shall return all deeds and documents delivered to the Security Trustee. Any payment or realisation in respect of the Secured Obligations which in the opinion of the Security Trustee is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground.

17.2 Retention of Security

If any payment or realisation in respect of the Secured Obligations is, in the Security Trustee's opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Security Trustee shall be entitled to retain this Deed and the Security undischarged and shall not be obliged to retransfer the Security Assets until the expiry of the period during which it may be challenged on any such ground.

17.3 Avoidance of payments

The Security Trustee's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Trustee on the faith of any such payment or realisation.

18. LIABILITY OF SECURITY TRUSTEE AND RECEIVER

18.1 Limitation

The Security Trustee and every Receiver shall not in any circumstances be liable to the Chargor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of the Security or any realisation, appropriation or application of the Security Assets or from any act, default or omission of the Security Trustee or any Receiver, or its or his/her officers, employees or agents in relation to the Security Assets or otherwise in connection with this Deed and the Security, except to the extent caused by the wilful default or gross negligence of the Security Trustee or any Receiver or its or his/her officers, employees or agents.

18.2 Mortgagee in possession

Without prejudice to Clause 18.1 (*Limitation*), the Security Trustee and every Receiver shall not be liable by reason of entering into possession of any Security Asset to account as mortgagee in possession or for any loss on realisation, or for any default or omission for which a mortgagee in possession would otherwise be liable. If and whenever the Security Trustee or any Receiver enters into possession of any Security Asset, it or he/she shall be entitled to go out of possession at any time at its or his/her discretion.

19. MISCELLANEOUS

19.1 Non compliance by Chargor

If the Chargor fails to make any payment or fulfil any obligation due by it under or pursuant to this Deed, the Security Trustee or any Receiver shall be entitled to do so on its behalf and in its name (or in its own name as it considers necessary) and/or to take such action to remedy or mitigate the consequences of such failure as it considers necessary, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Chargor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

19.2 Tacking

The Security Trustee and other Finance Parties shall perform any obligation to make further advances to the Chargor under the Facilities Agreement.

19.3 Currency conversion

19.3.1 Irrespective of the currency (whether Sterling or otherwise) in which all or part of the Secured Obligations or the Security Assets from time to time may be expressed, the Security Trustee or any Receiver shall be entitled, for any purpose under or in connection with this Deed, at any time and without prior notification to the Chargor, to convert the

amount(s) in question into such other currency (whether Sterling or otherwise) as the Security Trustee or any Receiver may from time to time consider appropriate: any such conversion shall be effected at the spot market rate of the Security Trustee or such of the Finance Parties as it or the Receiver may select prevailing at the time of such conversion.

19.3.2 If by reason of any applicable law or regulation, or pursuant to any judgement, decree or order against the Chargor, or in respect of the liquidation or other insolvency of the Chargor, or for any other reason, any payment under or in connection with this Deed is due or made in a currency (the "**payment currency**") other than the currency in which it is expressed to be due under or in connection with this Deed (the "**contractual currency**") then to the extent that the amount of such payment actually received by the Security Trustee when converted into the contractual currency at the applicable rate of exchange falls short of the amount due under or in connection with this Deed, the Chargor shall as a separate and independent obligation indemnify and hold the Security Trustee harmless against the amount of such shortfall.

19.3.3 For these purposes "**applicable rate of exchange**" means the rate at which the Security Trustee or other Finance Party is able on or about the date of such payment to purchase, in accordance with its usual practice, the contractual currency with the payment currency, and shall take into account (and the Chargor shall be liable for) any premium and other costs of exchange, including taxes and duties incurred by reason of such exchange.

19.4 Information

The Security Trustee may from time to time seek from any other provider of finance to the Chargor such information about the Chargor and its affairs as the Security Trustee may think fit. The Chargor directs any such third party to provide such information to the Security Trustee and agrees to provide such further authority for this purpose as the Security Trustee may from time to time require.

19.5 Effect as deed

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

19.6 Facilities Agreement provisions

The provisions of clauses 45 (*Set-Off*), 46 (*Notices*), 47 (*Calculations and Certificates*), 48 (*Severability*), 50 (*Remedies and Waivers*), 52 (*Confidentiality*) and 56 (*Enforcement*) of the Facilities Agreement shall apply *mutatis mutandis* to this Deed as if set out in full herein.

20. COUNTERPARTS

This Deed may be executed in two counterparts, and by either party hereto in separate counterparts, each of which shall be deemed to be an original, but both such counterparts shall together constitute one and the same instrument.

21. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with its subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with English law and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

EXECUTED AND DELIVERED as a deed by the Chargor and signed by the Security Trustee on the date first above stated.

SCHEDULE 1 Specified Investments

Name of Company	Registered Number	Class and nominal value of Specified Investments	Number of Specified Investments
(1)	(2)	(3)	(4)
Beinneun Wind Farm Ltd	07661372	Ordinary shares of £1.00	10,000
Beinneun Wind Farm Extension Limited	09784388	Ordinary shares of £1.00	1

SCHEDULE 2Part 1: The Specified Agreements

1. Borrower / Holdco Intragroup Loan Agreement;
2. Holdco / Investor Intragroup Loan Agreements;
3. Shareholders' Agreement; and
4. BWFEL Share Purchase Agreement.

PART 2Part 2: Form of notice of assignment to counterparties to Specified Agreements

[On letterhead of Chargor]

To: [Name of counterparty to [each] Specified Agreement]
Address: []
Attention []

Date: []

Dear Sirs

[Specify relevant Specified Agreement[s] (the "Specified Agreement[s]")]

5. We hereby give notice that by a Debenture between us and KfW IPEX-Bank GmbH (the "**Bank**") as Agent and Security Trustee therein specified (the "**Security Trustee**") dated the [•] 2015 the ("**Debenture**") we have assigned absolutely by way of security to the Security Trustee the benefit of and our whole present and future rights under the Specified Agreement[s] and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to us under or in respect thereof and all our present and future claims, rights, remedies and causes of action thereunder (the "**Connected Rights**"). A redacted copy of the Debenture is annexed to this notice.
- 5.1 We irrevocably instruct and authorise you without further reference to or enquiry or permission from us:
- 5.1.1 Not to accept or act upon any notice, instruction, authorisation or request hereafter given by us with regard to amendment (excluding administrative amendments) or termination, rescission or repudiation of [any of] the Specified Agreement[s] without the Security Trustee's written confirmation of those instructions; and
- 5.1.2 To disclose to the Security Trustee any information about the Specified Agreement[s] and Connected Rights which it may hereafter request or any time and from time to time.
- 5.2 Notwithstanding the assignment referred to, we shall remain liable to fulfil all obligations and liabilities under or in respect of the Specified Agreement[s], and neither the Security Trustee nor any receiver appointed by it shall have any such obligation or liability to you (but may elect to fulfil same).
- 5.3 Unless and until the Security Trustee gives you written notice that the Debenture has become enforceable in accordance with its terms (an "**Enforcement Notice**"):
- 5.3.1 We remain entitled (subject to paragraph 1.1.1 above) to exercise all rights, powers and discretions conferred by the Specified Agreement[s]; and
- 5.3.2 You should send all notices and other communications under and in respect of the Specified Agreement[s] and Connected rights to us and make all payments under and in respect of the Specified Agreement[s] and Connected Rights to us [our account number [•] with [•] at [•] sort code [•].
- 5.4 Upon the Security Trustee giving you an Enforcement Notice:
- 5.4.1 The Security Trustee shall be entitled immediately or at any time thereafter to exercise all the rights, powers and discretions conferred under or available at law or in equity in respect of the Specified Agreement[s] and Connected Rights; and

- 5.4.2 You should hold all present and future rights, interests and benefits arising under or in respect of the Specified Agreement[s] and the Connected Rights to the order of the Security Trustee and make all further payments in respect thereof to such account or accounts (if any) or otherwise as the Security Trustee may direct.
- 5.5 We irrevocably agree that you shall be entitled to rely and act on any Enforcement Notice without enquiry.
6. Please confirm that you have not received notice or are otherwise aware of any other assignment, charge, encumbrance or third party interest in respect of [any of] the Specified Agreement[s] or Connected Rights and that you have not claimed or exercised and will not claim or exercise any right of set-off, counterclaim, deduction, retention or security interest in respect thereof.
7. Please confirm that you will not terminate, rescind or repudiate [any of] the Specified Agreement[s] without giving the Security Trustee 30 days prior written notice of such proposed termination, rescission or repudiation specifying the action required to avoid same and in particular where any breach or default on the part of the Chargor of the terms of [any of] the Specified Agreement[s] would entitle you to terminate, rescind or repudiate same, you shall not exercise such right without first giving the Security Trustee 30 days prior written notice specifying such breach or default, and the action required to rectify same, and affording it the opportunity to effect such rectification.
8. Please also confirm that at the date of your acknowledgement no breach or default on our part or any other ground or circumstance exists which would entitle you to terminate, rescind or repudiate [any of] the Specified Agreement[s].
9. The instructions and authorisations in this letter may not be revoked or amended without the prior written consent of the Security Trustee.
10. This notice shall be governed by English law.
11. Please acknowledge receipt and confirm your agreement to the terms of this letter by sending the attached acknowledgement to the Security Trustee with a copy to us.

Yours faithfully

For and on behalf of [●] Limited

Director/Authorised Signatory

PART 3Part 3: Form of acknowledgement re Specified Agreements

[ON LETTERHEAD OF EACH COUNTERPARTY TO EACH SPECIFIED AGREEMENT]

To: KfW IPEX-Bank GmbH
as Security Trustee specified in the Debenture
Address: []
Attention: []

Copied to: [Holdco]
Address: []
Attention: []

Date: []

Dear Sirs

[Specify relevant Specified Agreement(s) as per notice of assignment] (the "Specified Agreement[s]")

12. We hereby acknowledge receipt from [Holdco] (the "Chargor") of a notice of assignment dated [•] 2015 of the benefit of its whole present and future rights under the Specified Agreement[s], and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Chargor under or in respect thereof and all its present and future claims, rights, remedies and causes of action thereunder (the "Connected Rights"). We also acknowledge receipt of a copy of the Debenture dated [•] 2015 between you and the Chargor (the "Debenture").
13. We confirm that we accept the instructions and authorisations contained in paragraph 2 of the said notice and undertake to comply with their terms.
14. We have not received notice nor are we aware of any other assignment, charge, encumbrance or third party interest in respect of the [any of] the Specified Agreement[s] or the Connected Rights, and we have not claimed or exercised and will not claim or exercise, any right of set-off, counterclaim, deduction, retention or security interest in respect thereof.
15. We will not terminate, rescind or repudiate [any of] the Specified Agreement[s] without giving you 30 days prior written notice of such proposed termination, rescission or repudiation specifying the action required to avoid same; and in particular, where any breach or default on the part of the Chargor of the terms of [any of] the Specified Agreement[s] would entitle us to terminate rescind or repudiate same we will not exercise such right without first giving you 30 days prior written notice specifying such breach or default and the action required to rectify same, and affording you the opportunity to effect such rectification.
16. At the date of this letter, no breach or default on the part of the Chargor or any other ground or circumstance exists which would entitle us to terminate, rescind or repudiate [any of] the Specified Agreement[s].
17. We are aware that you will rely on this letter in respect of your rights under the Debenture.

18. This letter shall be governed by English law.

Yours faithfully

For and on behalf of [Counterparty] Limited [plc]

..... Director/Authorised Signatory

..... Full Name

**EXECUTED and delivered as a deed by
BEINNEUN HOLDINGS LIMITED**

acting by

.....  Director / ~~Attorney~~

..... *SIAMON IAHN FOY* Full Name

in the presence of

.....  Director / ~~Secretary~~ ~~Attorney~~ Witness

..... *THOMAS IAHN* Full Name

MATTHEW WILLIAMS
c/o Blue Energy, 10 WEST STREET Address

in the presence of *Andrey Edge*
CHRISTINE STEPHEN

..... ~~Witness~~

..... ~~Full Name~~

c/o DLA Piper UK LLP Address

Rutland Square, Edinburgh EH1 2AA..

Solicitor/Trainee Solicitor Occupation

EXECUTED AND DELIVERED AS A DEED

for and on behalf of KFW IPEX-BANK GMBH

by

.....  Authorised Signatory

..... *Andrew Culverhouse*
Vice President Full Name

.....  Authorised Signatory

..... *Stevan Khan* Full Name

in the presence of

.....  Witness

..... *Apicksha Patel* Full Name

c/o Pinsent Masons LLP Address

30 Crown Place London EC2A 4ES

Solicitor/Trainee Solicitor/Paralegal Occupation