



Registration of a Charge

Company name: **MANOR RENEWABLE ENERGY LIMITED**

Company number: **08753840**



XA1AQ50A

Received for Electronic Filing: **29/03/2021**

Details of Charge

Date of creation: **26/03/2021**

Charge code: **0875 3840 0022**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **VESSEL KNOWN AS THE MANOR VENTURE WITH IMO NUMBER 9828558
AND REGISTERED WITH THE UK SHIP REGISTRY WITH OFFICIAL
NUMBER 922324**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8753840

Charge code: 0875 3840 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2021 and created by MANOR RENEWABLE ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2021 .

Given at Companies House, Cardiff on 31st March 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

26 March 2021

(1) MANOR RENEWABLE ENERGY LIMITED
(AS OWNER)

(2) SHAWBROOK BANK LIMITED
(AS LENDER)

DEED OF COVENANTS

MANOR VENTURE

IMO NUMBER 9828558

UK SHIP REGISTRY OFFICIAL NUMBER 922324

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THIS DEED is made on 26 March 2021

BETWEEN

- (1) **MANOR RENEWABLE ENERGY LIMITED** a company incorporated in England and Wales with company number 08753840 whose registered office is at Manor Offices Portland Port Business Centre, Castletown, Portland, Dorset, DT5 1PB (the "**Owner**"); and
- (2) **SHAWBROOK BANK LIMITED** as lender (the "**Lender**")

RECITALS

- (A) The Lender has agreed to make credit facilities available on the terms of the Facilities Agreement and the CBILS Facility Agreement.
- (B) The Owner has provided a first priority statutory mortgage in favour of the Lender of all the shares in the Vessel, together with a deed of covenants each dated 13 September 2019 ~~this Deed~~, to secure the payment and discharge of the Secured Liabilities.
- (C) The Owner is the legal and beneficial owner of all of the shares in the Vessel and has executed, delivered and registered in favour of the Lender a statutory mortgage with first priority bearing the same date as this Deed over all the shares in the Vessel (the "**Mortgage**").

Ashurst LLP
on behalf of
all parties 29
March 2021

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:-

| | |
|-----------------------------------|--|
| "CBILS Facility Agreement" | means the facility agreement dated on or around the date of this Deed and made between the Manor Energy Group Limited and the Lender as amended, supplemented, novated, extended or restated from time to time, pursuant to which the Lender provides Manor Energy Group Limited with a term loan facility under the Coronavirus Business Interruption Loan Scheme |
| "Charged Property" | means all the property, assets and undertaking of the Owner which from time to time are, or are expressed to be, the subject of the Security created in favour of the Lender by or pursuant to this Deed |
| "Default Rate" | means the rate of interest specified in, and calculated in accordance with, clause 10.3 of the Facilities Agreement |
| "Earnings" | means, in relation to the Vessel, all time charter hire and bareboat charter hire, freights, pool income and other sums payable to or for the account of the Owner in respect of the Vessel including (without limitation) all remuneration for salvage and towage services, demurrage and detention moneys, contributions in general average, compensation in respect of any requisition for hire and damages and other payments (whether awarded by any court or |

arbitral tribunal or by agreement or otherwise) for breach, termination or variation of any contract for the operation, employment or use of the Vessel

"Enforcement Action"

means:-

- (a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand
- (b) the taking of any steps to enforce or require the enforcement of this Deed
- (c) the making of any demand against the Assignor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities
- (d) the exercise of any right of set-off against the Assignor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Assignor's clearing bank
- (e) the suing for, commencing or joining of any legal or arbitration proceedings against the Assignor to recover any Secured Liabilities or
- (f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Assignor

"Enforcement Date"

means the date on which the Lender first takes Enforcement Action

"Facilities Agreement"

means the facilities agreement dated on or around 13 September 2019 and made between, amongst others, (1) Manor Energy Group Limited, (2) the Owner and (3) the Lender as amended, supplemented, novated, extended or restated from time to time

"Finance Document"

means "Finance Documents" as such term is defined in the Facilities Agreement and in the CBILS Facility Agreement

"LPA"

means the Law of Property Act 1925

"Monetary Claims"

means all book and other debts and monetary claims now or in the future owing to the Owner (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent in connection with the Vessel or Charged Property and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any

such debt

| | |
|------------------------------|---|
| "Receiver" | means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property |
| "Required Insurances" | means the insurances required under Clause 22.39 and schedule 8 of the Facilities Agreement |
| "Secured Liabilities" | means all or any present and future monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, 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 any Obligor to the Lender including, without limitation, under the Facilities Agreement, the CBILS Facility Agreement or any other Finance Document, and all or any monies, liabilities and obligations due by the Owner under this Deed |
| "Security Period" | means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities have terminated |
| "Threshold Amount" | means £100,000 or its equivalent in any other currency |
| "Vessel" | means the vessel known as the Manor Venture with IMO number 9828558 and registered with the UK Ship Registry with Official Number 922324 |

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 construction and interpretation set out in clauses 1.2 to 1.4 (inclusive) 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 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 **Effect as a deed**

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

1.5 Conflict

If there is any conflict between the provisions of this Deed and the provisions of the Facilities Agreement or the CBILS Facility Agreement, the provisions of the (1) Facilities Agreement, followed by (2) the CBILS Facility Agreement shall prevail.

2. COVENANT TO PAY

2.1 Secured Liabilities

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

2.2 Interest

The Owner covenants to pay interest on any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after judgment) at the Default Rate.

3. SECURITY

3.1 Mortgage

As a continuing security for payment and discharge of the Secured Liabilities, the Owner (with full title guarantee), by the Mortgage and this Deed, mortgages and charges the Vessel to the Lender.

3.2 Trust

If or to the extent that for any reason the mortgage or charging of any Charged Property is prohibited, the Owner shall hold it on trust for the Lender.

4. REPRESENTATIONS

The Owner represents and warrants to the Lender that:

- (a) it is not necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Mortgage or this Deed that either of them be filed, recorded or enrolled with any governmental authority or agency or stamped with any stamp or similar transaction tax, except for:
 - (i) the registration of the Mortgage with the Maritime and Coastguard Agency of the United Kingdom of Great Britain and Northern Ireland;
 - (ii) the registration of the Mortgage and this Deed with the Registrar of Companies in England and Wales; and
- (b) it is the sole legal and beneficial owner of all the shares in the Vessel and (with the exception of the Mortgage and this Deed) the Vessel is free from any Security (other than Permitted Security) and is not under arrest or in the possession of any person (other than her master and crew) who may become entitled to assert a maritime or possessory lien on her; and
- (c) the Vessel is insured and classed in accordance with the requirements of the Facilities Agreement and this Deed.

5. INSURANCE UNDERTAKINGS

- 5.1 The covenants in this Clause 5 (*Insurance Undertakings*) remain in force from the date of this Deed until the end of the Security Period.
- 5.2 The Owner shall ensure that the Vessel is at all times insured in accordance with the requirements under the Facilities Agreement.

6. OPERATION AND MAINTENANCE UNDERTAKINGS

- 6.1 The covenants in this Clause 6 (*Operation and Maintenance Undertakings*) remain in force from the date of this Deed until the end of the Security Period.

- 6.2 The Owner hereby undertakes:-

- (a) to keep the Vessel seaworthy and in a state of complete repair and in compliance with the requirements from time to time of all applicable laws, conventions and regulations and of her insurers; and
- (b) to maintain the registration of the Vessel under its current flag; to effect and maintain registration of the Mortgage at the Maritime and Coastguard Agency of the United Kingdom of Great Britain and Northern Ireland; and not cause nor permit to be done any act or omission as a result of which either of those registrations might be defeated or imperilled; and
- (c) to maintain the Vessel in a condition entitling the Vessel to the highest class applicable to vessels of her type with a classification society that is a member of the International Association of Classification Societies free of overdue recommendations, qualifications or requirements affecting the Vessel's class, to promptly perform all requirements, qualifications or recommendations of the Vessel's classification society which would result in the withdrawal of class if not performed and not to change the Vessel's classification society without prior notification of such change of the Vessel's classification society having been given to the Lender and following such change of the Vessel's classification society the Owner shall promptly provide to the Lender a class certificate in respect of the Vessel issued by the replacement classification society and a letter of instruction to the replacement classification society in a form acceptable to the Lender; and
- (d) to comply with all laws, conventions and regulations applicable to the Owner or to the Vessel and to carry on board the Vessel all certificates and other documents which may from time to time be required to evidence such compliance; and
- (e) not without the prior written consent of the Lender to make, nor permit nor cause to be made, any material change in the structure, type or speed of the Vessel; and
- (f) to procure that all repairs to the Vessel or replacements of parts or equipment of the Vessel are effected in such a way as not to diminish the value of the Vessel and with replacement parts or equipment the property of the Owner and free of all Security (other than Permitted Security); and
- (g) to permit the Lender and all suitably qualified persons appointed by the Lender to board the Vessel from time to time during the Security Period to inspect the Vessel's state and condition and, if the Vessel shall not be in a state and condition which complies with the requirements of this Deed, to

effect such repairs as shall in the opinion of a marine surveyor appointed by the Lender (with the report of such marine surveyor having been provided to the Owner) be necessary to ensure such compliance, without prejudice to the Lender's other rights under or pursuant to the Mortgage or this Deed; and

- (h) immediately to notify the Lender of any arrest or detention of the Vessel, and to cause the Vessel to be released from arrest or detention as quickly as possible, and in any event within 20 days from the date of arrest or detention, and immediately to notify the Lender in the same manner of the release of the Vessel; and
- (i) from time to time on the reasonable request of the Lender to produce to the Lender written evidence satisfactory to the Lender confirming that the master and crew of the Vessel have no claims for wages beyond the ordinary arrears and that the master has no claim for disbursements other than those properly incurred by him in the ordinary course of trading of the Vessel on the voyage then in progress; and
- (j) not during the Security Period to sell, agree to sell, or otherwise dispose of, or agree to dispose of, any shares in the Vessel without the prior written consent of the Lender; and
- (k) not during the Security Period to change the name of the Vessel without having given the Lender at least 10 Business Days prior notice of such change of name of the Vessel and following such change of name of the Vessel the Owner shall promptly provide to the Lender a transcript of registry issued by the Maritime and Coastguard Agency of the United Kingdom of Great Britain and Northern Ireland evidencing the change of name of the Vessel; and
- (l) not during the Security Period to put the Vessel into lay-up which involves the machinery of the Vessel being out of service without the ability for immediate re-commissioning without the prior written consent of the Lender such consent not to be unreasonably withheld; and
- (m) in the event of any requisition or seizure of the Vessel, to take all lawful steps to recover possession of the Vessel as soon as it is entitled to do so; and
- (n) once per calendar year to give to the Lender on request such information as the Lender may require with regard to the Vessel's employment, position and state of repair and, on the Lender's request, to supply the Lender with copies of all charterparties and other contracts of employment relating to the Vessel and copies of the Vessel's deck and engine logs provided that when an Enforcement Date has occurred, there shall be no limit on the number of occasions per calendar year that the Lender may request such information and documentation; and
- (o) to comply with all requirements from time to time of the Vessel's classification society and to give to the Lender from time to time during the Security Period on request copies of all classification certificates of the Vessel and reports of surveys required by the Vessel's classification society (the Owner by its execution of this Deed irrevocably authorising the Lender to obtain such information and documents from the Vessel's classification society as the Lender may from time to time require if an Enforcement Date has occurred), and to notify the Lender immediately of any requirement or recommendation imposed by the Vessel's classification society affecting the Vessel's class; and

- (p) not during hostilities (whether or not a state of war shall formally have been declared and including, without limitation, any civil war) to permit the Vessel to be employed in carrying any goods which may be declared to be contraband of war or which may render the Vessel liable to confiscation, seizure, detention or destruction, nor to permit the Vessel to enter any area which is declared a war zone by any governmental authority or by the Vessel's insurers; and
- (q) not without the prior written consent of the Lender to let the Vessel on any demise charter; and
- (r) not to employ the Vessel in any way which might impair the security created by the Finance Documents; and
- (s) to promptly notify the Lender of any time charter, consecutive voyage charter or other contract of employment in respect of the Vessel which (exclusive of any extension option) exceeds 30 days and to promptly provide to the Lender a copy of such time charter, consecutive voyage charter or other contract of employment in respect of the Vessel provided that the Owner shall not enter into such time charter, consecutive voyage charter or other contract of employment in respect of the Vessel if such time charter, consecutive voyage charter or other contract of employment in respect of the Vessel prohibits the assignment in favour of the Lender of the Earnings; and
- (t) not without the prior written consent of the Lender to enter into any agreement or arrangement for sharing the Earnings; and
- (u) duly to perform (unless prevented by force majeure), and to take all necessary steps to enforce the performance by charterers and shippers of, all charterparties and other contracts of employment and all bills of lading and other contracts relating to the Vessel; and
- (v) not following the occurrence of an Enforcement Date, to let the Vessel on charter or renew or extend any charter or other contract of employment of the Vessel, nor agree to do so, without the prior written consent of the Lender; and
- (w) to pay and discharge when due from time to time all taxes, levies, duties, fines and penalties imposed on the Vessel or the Earnings, or on the Owner, its income, profits, capital gains or any of its property; and
- (x) not at any time during the Security Period without the prior written consent of the Lender (and then subject to such conditions as the Lender may impose) to create nor grant nor permit to exist any Security over the Vessel or any share in the Vessel, its Earnings or the Required Insurances other than any Permitted Security existing from time to time; and
- (y) to notify the Lender immediately the Owner becomes aware of any legal proceedings or arbitration involving the Vessel or the Owner where the amount claimed by any party (ignoring any counterclaim or defence of set-off) exceeds or may reasonably be expected to exceed the Threshold Amount; and
- (z) not without the prior written consent of the Lender to put the Vessel into the possession of any person for the purpose of work or repairs estimated to cost more than the Threshold Amount (except for repairs the cost of which is recoverable under the Insurances and in respect of which the insurers have agreed to make payment in accordance with any applicable loss payable clause) unless that person shall have given an undertaking to the Lender in

such terms as the Lender shall require not to exercise a lien on the Vessel for the cost of the work; and

- (aa) to keep proper books of account in respect of the Vessel and the Earnings as reasonable and as and when reasonably required by the Lender to make such books available for inspection on behalf of the Lender; and
- (bb) not without the prior written consent of the Lender to (i) appoint anyone other than the Vessel Manager as commercial or technical managers of the Vessel, nor (ii) to terminate the arrangements for the commercial or technical management of the Vessel, nor (iii) to permit the commercial or technical management of the Vessel to be sub-contracted or delegated to any third party other than the Vessel Manager; and
- (cc) the Owner shall notify the Lender if there is any material dispute between any of the parties to the commercial or technical management arrangements in respect of the Vessel; and
- (dd) to take all reasonable precautions to prevent any infringements of any anti drug legislation in any jurisdiction in which the Vessel shall trade; and
- (ee) to comply, or procure that the operator of the Vessel will comply, with the International Management Code for the Safe Operation of Ships and for Pollution Prevention adopted by the International Maritime Organisation (as the same may be amended from time to time) (the "**ISM Code**") or any replacement of the ISM Code and in particular, without limitation, to:
 - (i) procure that the Vessel remains for the duration of the Security Period subject to a safety management system developed and implemented in accordance with the ISM Code; and
 - (ii) maintain for the Vessel throughout the Security Period a valid and current safety management certificate issued under paragraph 13.7 of the ISM Code ("**SMC**") and provide a copy to the Lender; and
 - (iii) procure that the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code ("**ISM Company**") maintains throughout the Security Period a valid and current Document of Compliance issued for the ISM Company under paragraph 13.2 of the ISM Code ("**DOC**") and provide a copy to the Lender; and
 - (iv) notify the Lender immediately in writing of any actual or threatened withdrawal, suspension, cancellation or modification of the SMC of the Vessel or of the DOC of the ISM Company; and
 - (v) to comply in relation to the Vessel with the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended from time to time) (the "**ISPS Code**") or any replacement of the ISPS Code and in particular, without limitation, to:
 - (vi) procure that the Vessel and the company responsible for the Vessel's compliance with the ISPS Code comply with the ISPS Code; and
 - (vii) maintain for the Vessel throughout the Security Period a valid and current International Ship Security Certificate issued under the ISPS Code ("**ISSC**") and provide a copy to the Lender; and

- (viii) notify the Lender immediately in writing of any actual or threatened withdrawal, suspension, cancellation or modification of the ISSC; and
- (ff) to comply in relation to the Vessel with Annex VI (Regulations for the Prevention of Air Pollution from Ships) to the International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997) (as the same may be amended from time to time) ("**Annex VI**") or any replacement of Annex VI and in particular, without limitation, to:
 - (i) procure that the Vessel's master and crew are familiar with, and that the Vessel complies with, Annex VI; and
 - (ii) maintain for the Vessel throughout the Security Period a valid and current International Air Pollution Prevention Certificate issued under Annex VI ("**IAPPC**") and provide a copy to the Lender; and
 - (iii) notify the Lender immediately in writing of any actual or threatened withdrawal, suspension, cancellation or modification of the IAPPC.

7. GENERAL UNDERTAKINGS

7.1 Payments without deduction

The Owner shall calculate and make all payments under this Deed without (and free and clear of any deduction for) set-off or counterclaim.

8. RESTRICTIONS AND FURTHER ASSURANCE

8.1 Security

The Owner shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by clause 22.17 (*Negative pledge*) of the Facilities Agreement or clause 14.3(b) of the CBILS Facility Agreement.

8.2 Disposal

The Owner 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 any Charged Property.

8.3 Preservation of Contracts

The Owner shall not take any Security in connection with its liability under this Deed from any guarantor of, or provider of Security for, any of the Secured Liabilities.

8.4 Further assurance

The Owner shall promptly do whatever the Lender requires:-

- (a) to perfect or protect the Security created or expressed to be created by this Deed, or its priority; or
- (b) to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Lender or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction.

9. DEMAND AND ENFORCEMENT

9.1 Enforcement

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

- (a) the occurrence of an Enforcement Date; or
- (b) any request being made by the Owner to the Lender for the appointment of a Receiver or an administrator, or for the Lender 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 Lender may (without prejudice to any other rights and remedies available by statute or otherwise and without notice to the Owner) do all or any of the following:-

- (a) exercise the power of sale under section 101 of the LPA together with 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;
- (b) 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 Charged Property.
- (c) take possession of the Vessel wherever she may be;
- (d) discharge the master and crew of the Vessel and employ a new master and crew;
- (e) navigate the Vessel to such places as the Lender may decide or detain or lay up the Vessel;
- (f) in the name of the Lender or the name of the Owner, demand, sue for, receive and give a good receipt for all sums due to the Owner in connection with the Vessel and, in the name of the Lender or the name of the Owner or the name of the Vessel, commence such legal proceedings as it may consider appropriate, or conduct the defence of any legal proceedings commenced against the Vessel or the Owner in its capacity as owner of the Vessel;
- (g) sell or dispose of all or any shares in the Vessel either by private treaty or auction, on such terms as the Lender shall think fit (including deferred payment terms and with or without the benefit of any charterparty or other contract of employment), with the power to make a loan on such terms as the Lender may decide to any prospective purchaser to assist in the purchase of the Vessel, and the power to postpone any sale, without being liable for any loss caused by any such sale or the postponement of any such sale;
- (h) replace or repair any part of the Vessel or alter her to suit the Lender's requirements and put her through all appropriate surveys;
- (i) employ agents, servants and others on such terms as the Lender may in its discretion determine; and/or
- (j) charter or load the Vessel on such terms and for the carriage of such cargoes as the Lender may in its discretion determine.

9.3 For the avoidance of doubt, if the Lender takes any action or enters into or completes any transaction pursuant to Clause 9.2 (*Powers on enforcement*) after the circumstances resulting in Enforcement Action have been remedied, that action or transaction shall not be affected by the remedying of the relevant Enforcement Action.

9.4 Disposal of the Charged Property

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

9.5 Ancillary Provisions

In connection with the exercise of its rights, powers, discretions and remedies under Clauses 9.1, 9.2, 9.4 and 9.4 above or otherwise as mortgagee of the Vessel, the Lender shall have power to buy in, rescind or vary any contract for sale of the Vessel and generally to do all things in connection with the sale of the Vessel as it shall think fit.

If the Lender takes possession of the Vessel and until sale the Lender shall be entitled to deal with the Vessel in all respects as if it were the owner of the Vessel.

9.6 Same rights as Receiver

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

9.7 Delegation

The Lender may delegate in any manner to any person any rights exercisable by the Lender under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub delegate) as the Lender 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 Lender under this Deed shall be in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the case of the removal of an administrative receiver).

10.2 Removal

The Lender 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 Charged Property 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 such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

10.3 Powers

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

- (a) of the Lender under this Deed;
- (b) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- (c) of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- (d) in relation to the Vessel and any Charged Property, which he would have if he were its only beneficial owner; and
- (e) 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 Owner (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until the Owner goes into liquidation, from which time he shall act as principal and shall not become the agent of the Owner.

10.5 Joint or several

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

10.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Lender 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 Lender or any Receiver (including, without limitation, all amounts received by the Lender in connection with the taking possession and/or sale of the Vessel, any chartering or other use of the Vessel by the Lender, and any claims for damages or claims on any insurance received by the Lender while in possession of or while chartering or using the Vessel) shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- (a) first, in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Lender, or the Receiver (including, without limitation, legal expenses) and of the remuneration of the Receiver;
- (b) secondly, in or towards payment of the Secured Liabilities in such order as the Lender may at its discretion require; and
- (c) thirdly, as to the surplus (if any), to the person or persons entitled to such surplus,

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

12. MONETARY CLAIMS

12.1 No dealing with Monetary Claims

The Owner shall not at any time during the subsistence of this Deed, without the prior written consent of the Lender or as permitted pursuant to the terms of the Facilities Agreement and the CBILS Facility Agreement, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

12.2 Proceeds of Monetary Claims

The Owner shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims to an Earnings Account in accordance with the provisions of the Facilities Agreement.

13. POWER OF ATTORNEY

13.1 Appointment

The Owner irrevocably and by way of security appoints:-

- (a) the Lender (whether or not a Receiver has been appointed);
- (b) any delegate or sub delegate of, or other person nominated in writing by, an officer of the Lender; and
- (c) (as a separate appointment) each Receiver,

severally as the Owner's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Owner which the Owner could be required to do or execute under any provision of this Deed, or which the Lender in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling the Lender or the Receiver to exercise any of its rights or powers under this Deed.

13.2 Ratification

The Owner ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 13.1 (*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 13.1 (*Appointment*).

13.3 Exercise of power

The appointment effected under Clause 13.1 shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Enforcement Date or if the Owner does not fulfil any of its obligations under Clause 8.4 (*Further assurance*) within five Business Days of notice from the Lender to do so.

14. CONSOLIDATION

14.1 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 Lender may at any time after this Deed has become enforceable, without notice to the Owner, combine or consolidate all or any accounts which it then has in relation to the Owner (in whatever name) and any Secured Liabilities owed by the Owner to it, and/or set-off or transfer any amounts standing to the credit of one or more accounts of the Owner in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise.

14.2 Application

The Lender's rights under Clause 14.1 (*Combination of accounts*) apply:-

- (a) whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;
- (b) whether or not any credit balance is immediately available or subject to any restriction;
- (c) irrespective of the currencies in which any balance or liability is denominated, and the Lender 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
- (d) in respect of any Secured Liabilities owed by the Owner, however arising.

15. PROTECTION OF THIRD PARTIES

15.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Lender, as varied and extended by this Deed, and all other powers of the Lender, 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.

15.2 Purchasers

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

- (a) to enquire whether any of the powers which the Lender or a Receiver have exercised has arisen or become exercisable;
- (b) to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or
- (c) 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.

15.3 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 Lender, any Receiver or any person to whom any of them have delegated any of their powers.

16. PROTECTION OF THE LENDER AND ANY RECEIVER

16.1 No liability

Neither the Lender nor 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.

16.2 Indemnity

The Owner shall indemnify and keep indemnified the Lender, each other Secured Party, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

- (a) any act or omission by any of them in relation to all or any of the Charged Property;
- (b) any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them;
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
- (d) exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and
- (e) any breach by the Owner of any of its covenants or other obligations to the Lender or any other Secured Party,

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

16.3 Interest

The Owner shall pay interest at the Default Rate on the sums payable under this Clause 16 (*Protection of the Lender and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

16.4 Indemnity out of the Charged Property

The Lender and any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 16.2 (*Indemnity*).

16.5 Continuing protection

The provisions of this Clause 16 (*Protection of the Lender 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.

17. PROVISIONS RELATING TO THE LENDER

17.1 Powers and discretions

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

- (a) may be exercised as often as, and in such manner as, the Lender thinks fit;
- (b) are cumulative, and are not exclusive of any of its rights under the general law; and
- (c) may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

17.2 Trusts

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

17.3 Certificate

A certificate signed by any authorised signatory on behalf of the Lender shall, save in the case of manifest error, conclusively constitute the amount of the Secured Liabilities at the relevant time for all purposes of this Deed.

18. PRESERVATION OF SECURITY

18.1 Continuing Security

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

18.2 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 Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities.

18.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Owner under this Deed will be affected by an 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 the Lender or any other Secured Party including:-

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- (c) 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 any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- (f) 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
- (g) an insolvency, liquidation, administration or similar procedure.

18.4 Immediate recourse

The Owner waives any right it may have of first requiring any Secured 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 Owner under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

18.5 Appropriations

During the Security Period any Secured Party may:-

- (a) 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 Owner shall not be entitled to the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Owner on or account of the Secured Liabilities.

18.6 New Accounts

If the Lender or any other Secured Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of the Owner, it may close the current account or accounts and/or open a new account or accounts for the Borrower. If the Lender or any other Secured 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 Borrower to that Secured 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.

18.7 Tacking

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

18.8 Deferral of Owner's rights

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

- (a) to receive or claim payment from, or be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party; or
- (d) to exercise any right of set-off against any Obligor; and/or to claim or prove as a creditor of any Obligor in competition with any Secured Party.

19. RELEASE

19.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Lender shall, or shall procure that its appointees will, at the request and cost of the Owner:

- (a) release the Charged Property from this Deed; and
- (b) execute and deliver to the Owner a discharge of the Mortgage.

19.2 Reinstatement

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

- (a) 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
- (b) the liability of the Owner and the Security created by this Deed shall continue as if that amount had not been paid or credited.

19.3 Consolidation

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

20. MISCELLANEOUS PROVISIONS

20.1 Severability

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

- (a) the validity or enforceability of any other provision, in any jurisdiction; or

- (b) the validity or enforceability of that particular provision, in any other jurisdiction.

20.2 **Information**

The Lender may from time to time seek from any other person having dealings with the Owner such information about the Owner and their affairs as the Lender may think fit and the Owner authorises and requests any such person to provide any such information to the Lender and agrees to provide such further authority in this regard as the Lender may from time to time require.

20.3 **Amendments and variations**

- (a) 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).
- (b) No amendment or variation of this Deed shall be effective unless it is in writing and signed by or on behalf of each of the parties.

20.4 **Notices**

Any communication to be made under or in accordance with this Deed shall be made in accordance with clause 30 (*Notices*) of the Facilities Agreement.

20.5 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Lender, 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.

20.6 **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.

21. **GOVERNING LAW**

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

22. **ENFORCEMENT**

- 22.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 22.2 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.
- 22.3 This Clause 22 (*Enforcement*) is for the benefit of the Lender only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

- 22.4 The Lender shall in addition have the right to arrest and take action against the Vessel wherever it or they may be, for which purpose the Owner irrevocably agrees that any claim form, notice, judgment or other legal process may be served on the Owner or on the Vessel or on the master (or anyone acting as the master) of the Vessel, which shall be deemed good service on the Owner and the Vessel for all purposes.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

EXECUTION PAGE

THE OWNER

Executed as a Deed by
MANOR RENEWABLE ENERGY LIMITED

acting by

Eric Briar
.....

Full Name (Director)

.....
Signature of Director

Tobias John Mead
.....

Full Name (Director)

.....
Signature of Director

THE LENDER

SIGNED for and on behalf of
SHAWBROOK BANK LIMITED

)
)
Nigel George Maddison