



Registration of a Charge

Company Name: **YÜ GROUP PLC**

Company Number: **10004236**



XCXH27WB

Received for filing in Electronic Format on the: **23/02/2024**

Details of Charge

Date of creation: **22/02/2024**

Charge code: **1000 4236 0002**

Persons entitled: **SHELL ENERGY EUROPE LIMITED**

Brief description:

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: **WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED IN ACCORDANCE WITH S859G OF THE COMPANIES ACT 2006, THIS IS A TRUE COPY OF A CERTIFIED ELECTRONIC COUNTERPART SIGNED BY YÜ GROUP PLC AS PROVIDED BY OSBORNE CLARKE LLP.**

Certified by: **WATSON FARLEY WILLIAMS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10004236

Charge code: 1000 4236 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2024 and created by YÜ GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2024 .

Given at Companies House, Cardiff on 27th February 2024

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



Companies House



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

We hereby certify that this is a true
and accurate copy of the original
Dated this 23 day of February 2024



.....
Osborne Clarke LLP
Halo, Counterslip, Bristol, BS1 6AJ

YÜ GROUP PLC
as Chargor

and

SHELL ENERGY EUROPE LIMITED

SECURITY AGREEMENT

Index

Clause	Page
1	Definitions and Interpretation3
2	Covenant to Pay6
3	Limited Recourse6
4	Default Interest7
5	Common Provisions7
6	Share Charge8
7	Assignment of Permitted Loans8
8	Assignment of Trademark licence Agreements8
9	Assignment of Cash Cure Amount Loans8
10	Provisions as to Security and Perfection9
11	Representations10
12	Undertakings with respect to Securities11
13	Further Assurance14
14	Negative Undertakings15
15	Enforcement of Security16
16	Extension of Powers and Right of Appropriation17
17	Right of Appropriation17
18	Appointment of Receiver or Administrator18
19	Powers of Receivers19
20	Application of Proceeds19
21	Protection of Purchasers20
22	Power of Attorney20
23	Effectiveness of Security21
24	Prior Security Interests24
25	Subsequent Security Interests24
26	Suspense Accounts24
27	Release of Security24
28	Set-Off25
29	Assignment25
30	Notices25
31	Expenses, Stamp Taxes and Indemnity25
32	Payments26
33	Accounts, Certificates and Determinations27
34	Discretion and Delegation27
35	Amendments27
36	Counterparts and Execution as a Deed27
37	Governing Law and Dispute Resolution27

Schedules

Schedule 1 Original Shares29
Schedule 2 Form of Notice of Assignment of Permitted Loan / Trademark Licence Agreement / Cash Cure Amount Loans30

Execution

Execution Page to Security Agreement33

THIS DEED is made by way of deed on 22 February 2024 and between:

PARTIES

- (1) **YÜ GROUP PLC**, a company incorporated under the laws of England and Wales (registered number 10004236), whose registered office is at CPK House, 2 Horizon Place, Nottingham Business Park, Mellors Way, Nottingham, NG8 6PY, United Kingdom (the "**Chargor**"); and
- (2) **SHELL ENERGY EUROPE LIMITED**, a company incorporated in England and Wales (registered no. 04162523), whose registered office is at Shell Centre, London, SE1 7NA, England, acting through its agent, **SHELL INTERNATIONAL TRADING AND SHIPPING COMPANY LIMITED**, a company incorporated in England and Wales (registered no. 00525037), whose registered office is at Shell Centre, London, SE1 7NA, England ("**SEEL**").

OPERATIVE PROVISIONS

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed (this "**Deed**"):

"**Charged Assets**" means the assets of the Chargor which are the subject of the Security expressed to be constituted in favour of SEEL by or pursuant to this Deed.

"**Charge**" means the Security expressed to be constituted in favour of SEEL by or pursuant to this Deed.

"**Collateral Rights**" means all rights, powers and remedies of SEEL provided by or pursuant to this Deed or by law.

"**Company**" means Yü Energy Holding Limited, a company incorporated under the laws of England and Wales (registered number 08205335), whose registered office is at CPK House, 2 Horizon Place, Nottingham Business Park, Mellors Way, Nottingham, NG8 6PY, United Kingdom.

"**Delegate**" means a delegate or sub-delegate appointed pursuant to Clause 34.2 (*Delegation*).

"**Dispute**" has the meaning given to it in Clause 37.2(a) (*Dispute Resolution*).

"**Global Agreement**" means the global agreement dated on the date of this Deed between Yü Energy Retail Limited, the Company, the Chargor and SEEL.

"**LCIA**" has the meaning given to it in Clause 37.2(a) (*Dispute Resolution*).

"**Notice of Assignment**" means a notice of assignment substantially in the form of Schedule 2 (*Form of Notice of Assignment of Permitted Loan / Trademark Licence Agreement / Cash Cure Amount Loan*).

"**Original Shares**" means the shares listed in Schedule 1 (*Original Shares*).

"Pensions Notice" means a contribution notice or a financial support direction issued by the Pensions Regulator under the Pensions Act 2004.

"Pensions Regulator" means the body corporate called the Pensions Regulator established under Part I of the Pensions Act 2004.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver, and that term will include any appointee under a joint or several appointment.

"Recoveries" has the meaning given to it in Clause 20(a) (*Application of Proceeds*).

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale, rental or other disposal of that asset or any part of it;
- (b) all rights under any licence, agreement for sale or agreement for lease or hire in respect of that asset;
- (c) all other assets and rights at any time receivable or distributable in respect of, or in exchange for, that asset;
- (d) all rights, powers, benefits, claims, causes of action, contracts, warranties, distributions, remedies, security interests, guarantees, indemnities or covenants for title and other contractual and non-contractual rights in respect of or derived from that asset; and
- (e) any monies and proceeds paid or payable in respect of that asset, to the extent not included in paragraph (a) above,

and, to the extent not included in paragraphs (a) to (e) above, in relation to Shares, includes all dividends, interest and other monies paid or payable in respect of the Shares and any shares, stock or other assets which accrue or are offered, issued, paid or distributed at any time in respect of the Shares.

"Remedies Event" means the exercise by SEEL of any remedies pursuant to and in accordance with clause 19.2(a)(ii) to (iv) (inclusive) (*Yü Default*) of the Global Agreement.

"Rules" has the meaning given to it in Clause 37.2(a) (*Dispute Resolution*).

"Secured Obligations" means all present and future obligations and liabilities of the Yü Relevant Companies (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by a Yü Relevant Company as principal or surety) to SEEL under or pursuant to the Transaction Documents.

"Securities" means the Shares and all Related Rights.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which SEEL is satisfied that the Secured Obligations have been irrevocably and unconditionally paid and discharged in full.

"Shares" means:

- (a) the Original Shares; and
- (b) all other stocks, shares or other securities of any kind in the issued share capital of the Company from time to time held by, to the order of, or on behalf of, the Chargor at any time.

"Trademark Licence Agreement" means:

- (a) the "Intra-Group Licence of Intellectual Property Rights" dated 2nd February 2024 between KAL Portfolio Trading Limited and the Chargor; and
- (b) any other licence of intellectual property rights entered into by the Chargor following the Effective Date and which has been designated a "Trademark Licence Agreement" in accordance with the provisions of the Global Agreement.

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

"Yü Default" means any event or circumstance specified as such in the Global Agreement.

1.2 Terms defined in the Global Agreement

Unless defined in this Deed, or the context otherwise requires, a term defined in the Global Agreement has the same meaning in this Deed, or any notice given under or in connection with this Deed.

1.3 Construction

In this Deed:

- (a) any reference to a **"Transaction Document"** or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced;
- (b) the rules of interpretation contained in clauses 1.2 and 1.3 of the Global Agreement shall apply to the construction of this Deed, or in any notice given under or in connection with this Deed, and, for the purposes of this paragraph (b), references to the Global Agreement shall be construed as references to this Deed;
- (c) any reference to the **"Company"**, the **"Chargor"** or **"SEEL"** shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests; and
- (d) references to any Clause or Schedule shall be to a Clause or Schedule contained in this Deed.

1.4 Third party rights

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

- (b) Notwithstanding any term of any Transaction Document, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any of SEEL, a Receiver or a Delegate may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

1.5 Present and future assets

- (a) A reference in this Deed to any Charged Asset or other asset includes, unless the contrary intention appears, present and future Charged Asset and other assets.
- (b) The absence of or incomplete details of any Charged Asset in any Schedule shall not affect the validity or enforceability of any Security under this Deed.

1.6 Separate Security

Clause 6 (*Charge*) shall be construed as creating a separate and distinct fixed charge over each relevant asset within any particular class of assets defined in this Deed and the failure to create an effective fixed charge (whether arising out of this Deed or any act or omission by any party) over any one asset shall not affect the nature or validity of the charge imposed on any other asset whether within that same class of assets or not.

1.7 SEEL assumes no obligation

SEEL shall not be under any obligation in relation to the Charged Assets as a consequence of this Deed and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Charged Assets.

2 COVENANT TO PAY

The Chargor shall pay and discharge the Secured Obligations at the time or times when, in the manner in which, and in the currencies in which, they are expressed to be due and payable in accordance with and as provided for in the Transaction Documents.

3 LIMITED RECOURSE

Notwithstanding Clause 2 (*Covenant to pay*):

- (a) the liability of the Chargor to SEEL under Clause 2 (*Covenant to pay*) shall be:
 - (i) limited in aggregate to the amount equal to the proceeds of enforcement of the Charged Assets recovered by SEEL as a result of enforcement of this Deed; and
 - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets pursuant to this Deed; and
- (b) SEEL shall not have any recourse under Clause 2 (*Covenant to pay*) to any assets of the Chargor other than the Charged Assets.

4 DEFAULT INTEREST

If the Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount (both before and after judgment) on a daily basis at the Late Payment Interest Rate.

5 COMMON PROVISIONS

5.1 Common provisions as to all Security

All the Security created by or pursuant to this Deed is:

- (a) created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) created in favour of SEEL;
- (c) continuing security for the payment and discharge of all the Secured Obligations; and
- (d) (unless otherwise stated) created over present and future assets of the Chargor.

5.2 Third party consents

- (a) If the rights of the Chargor under any Permitted Loan, Trademark Licence Agreement or Cash Cure Amount Loan entered into after the date of the Global Agreement cannot be secured without the consent of a party to that Permitted Loan, Trademark Licence Agreement or Cash Cure Amount Loan, or otherwise satisfaction of certain conditions:
 - (i) the Chargor must promptly notify SEEL;
 - (ii) the Security under this Deed will secure all amounts which the Chargor may receive, or has received, under that document but will exclude the Chargor's other rights under that document; and
 - (iii) the Chargor shall:
 - (A) if the relevant party to the Permitted Loan or Trademark Licence Agreement is an Affiliate of the Chargor, procure that consent or satisfy the relevant condition promptly;
 - (B) in the case of a Cash Cure Amount Loan, procure that consent or satisfy the relevant condition promptly; or
 - (C) if the relevant party to the Permitted Loan or Trademark Licence Agreement is not an Affiliate of the Chargor, use all reasonable endeavours to procure that consent or satisfy the relevant condition promptly.
- (b) If the Chargor obtains the required consent or satisfies the relevant condition:
 - (i) the Chargor must immediately notify SEEL;
 - (ii) all of the Chargor's rights under that document will immediately be secured in accordance with Clause 7 (*Assignment of Permitted Loans*), Clause 8 (*Assignment of*

Trademark Licence Agreements) or Clause 9 (*Assignment of Cash Cure Amount Loans*) as applicable; and

- (iii) Clause 10.2 (*Notice of Security: Permitted Loans / Trademark Licence Agreements / Cash Cure Amount Loans*) will apply to that document.

6 SHARE CHARGE

- (a) The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies paid or payable in respect of those Shares and all Related Rights (in each case, whether derived by way of bonus, rights issue, subscription, redemption, reduction, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase, dividend or otherwise).
- (b) For the avoidance of doubt, any Permitted Distributions made under, and in accordance with the terms of, the Transaction Documents will not (as of the date that such Permitted Distribution is made) come within the ambit of this Clause 6 (*Share Charge*).

7 ASSIGNMENT OF PERMITTED LOANS

- (a) The Chargor assigns absolutely, with full title guarantee to SEEL, and subject to a proviso for re-assignment on redemption, all of its right, title and interest, present and future, in, under and to any Permitted Loan including, without limitation, all present and future claims, causes of action, payments and proceeds in respect thereof.
- (b) To the extent not validly and effectively assigned under paragraph (a) above, the Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any Permitted Loan and all present and future claims, causes of action, payments and proceeds in respect thereof.

8 ASSIGNMENT OF TRADEMARK LICENCE AGREEMENTS

- (a) The Chargor assigns absolutely, with full title guarantee to SEEL, and subject to a proviso for re-assignment on redemption, all of its right, title and interest, present and future, in, under and to any Trademark Licence Agreement including, without limitation, all present and future claims, causes of action, payments and proceeds in respect thereof.
- (b) To the extent not validly and effectively assigned under paragraph (a) above, the Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any Trademark Licence Agreement and all present and future claims, causes of action, payments and proceeds in respect thereof.

9 ASSIGNMENT OF CASH CURE AMOUNT LOANS

- (a) The Chargor assigns absolutely, with full title guarantee to SEEL, and subject to a proviso for re-assignment on redemption, all of its right, title and interest, present and future, in, under and to any Cash Cure Amount Loan including, without limitation, all present and future claims, causes of action, payments and proceeds in respect thereof.
- (b) To the extent not validly and effectively assigned under paragraph (a) above, the Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any Cash Cure Amount Loan and all present and future claims, causes of action, payments and proceeds in respect thereof.

10 PROVISIONS AS TO SECURITY AND PERFECTION

10.1 Deposit of documents of title

The Chargor shall:

- (a) on the date of this Deed, deposit with SEEL (or procure the deposit of) all certificates or other documents of title to the Shares and stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf);
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify SEEL of that occurrence and deposit with SEEL (or procure the deposit of) (i) all certificates or other documents of title representing such items and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as SEEL may request; and
- (c) in relation to Shares acquired after the date of this Deed, promptly notify SEEL of such acquisition and comply with paragraphs (a) and (b) above in respect of such Shares within five (5) Business Days of the date of acquisition of such Shares or otherwise as required by SEEL.

10.2 Notice of Security: Permitted Loans / Trademark Licence Agreements / Cash Cure Amount Loans

- (a) The Chargor shall:
 - (i) in the case of any Permitted Loan or Trademark Licence Agreement that is in existence as at the Effective Date, within three (3) Business Days of the date of this Deed; and
 - (ii) in the case of any Permitted Loan, Trademark Licence Agreement or Cash Cure Amount Loan entered into following the Effective Date, within five (5) Business Days following execution of the relevant Permitted Loan, Trademark Licence Agreement or Cash Cure Amount Loan,

and to the extent not already delivered pursuant to another Transaction Document, deliver to SEEL (or procure delivery of) Notices of Assignment duly executed by, or on behalf of, the Chargor in respect of the relevant Permitted Loan, Trademark Licence Agreement or Cash Cure Amount Loan and the Chargor shall (to the extent not already complied with pursuant to another Transaction Document):

- (i) if the relevant party to the Permitted Loan or Trademark Licence Agreement is an Affiliate of the Chargor, procure;
- (ii) in the case of a Cash Cure Amount Loan, procure; and
- (iii) if the relevant party to the Permitted Loan or Trademark Licence Agreement is not an Affiliate of the Chargor, use all reasonable endeavours to procure,

from the counterparty to the relevant Permitted Loan, Trademark Licence Agreement or Cash Cure Amount Loan an acknowledgement in the form set out in such Notice of Assignment as soon as possible; and

- (b) unless delivered as a condition precedent to the Effective Date, the Chargor shall promptly deliver to SEEL executed originals or certified copies of all Permitted Loans, Trademark Licence Agreements and Cash Cure Amount Loans and such other documents relating to the Permitted Loans, Trademark Licence Agreements and Cash Cure Amount Loans as SEEL requests.

11 REPRESENTATIONS

11.1 General

The Chargor makes the representations and warranties set out in this Clause 11 (*Representations*) to SEEL on the date of this Deed.

11.2 Charged Assets

- (a) It is the sole legal and beneficial owner of the Charged Assets.
- (b) The Original Shares comprise the whole of the issued share capital of the Company.
- (c) No Security (other than the Permitted Security) exists on, over or with respect to any of the Charged Assets.
- (d) No third party is entitled to exercise any right in relation to the Charged Assets, whether pursuant to sections 145 and 146 of the Companies Act 2006 or otherwise.
- (e) The Shares are:
 - (i) duly authorised and validly issued;
 - (ii) fully paid and there are no other monies or liabilities outstanding in respect of any of them;
 - (iii) free from any restrictions on transfer or registration; and
 - (iv) not subject to any warrant, option to purchase or similar rights.
- (f) The constitutional documents of the Company (and any other company whose shares are subject to the Charge from time to time) do not and could not restrict or inhibit the transfer of those shares on creation or enforcement of the Charge.
- (g) There are no agreements in force which provide for the issue or allotment of, or grant to any person the right to call for the issue or allotment of, any share or loan capital of the Company (or any other company whose shares are subject to the Charge from time to time), including any option or right of pre-emption or conversion.

11.3 People with significant control regime

- (a) The Company has complied with all notices relating to all or any of the Shares received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- (b) No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Shares.

11.4 Pensions

Neither the Chargor nor any of its subsidiaries is or has at any time been:

- (a) an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms defined in the Pensions Schemes Act 1993);
- (b) "connected" with or an "associate" of (as those terms are used in sections 39 and 43 of the Pensions Act 2004) such an employer;
- (c) served with a Pensions Notice and is not aware of any action having been taken by the Pensions Regulator that is preparatory to the issue of a Pensions Notice to any of its Subsidiaries.

11.5 Repetition

The representations and warranties set out in this Clause 11 (*Representations*) are deemed repeated on each date on which the representations and warranties in the Global Agreement are repeated by reference to the facts or circumstances existing on the date of deemed repetition.

12 UNDERTAKINGS WITH RESPECT TO SECURITIES**12.1 Voting rights and dividends in the absence of a Remedies Event**

Prior to the occurrence of a Remedies Event, the Chargor shall:

- (a) be entitled to receive all dividends, distributions, interest and other monies of an income nature arising from the Securities to the extent permitted by, and in accordance with, the Transaction Documents;
- (b) ensure that all dividends, distributions, interest and other monies paid or payable in relation to, or arising from, the Securities are deposited, held and applied in accordance with the Transaction Documents (and if such sums are paid to the Chargor otherwise than in accordance with this paragraph (b), the Chargor shall immediately upon receipt pay the relevant sums in accordance with the Transaction Documents and, until that payment, will hold such sums on trust for SEEL); and
- (c) subject to Clause 12.3 (*Securities: Changes to and exercise of rights*), be entitled to exercise (or direct the exercise of) all voting rights in relation to the Securities, provided that the exercise of such rights is not inconsistent with the terms of the Transaction Documents and does not adversely affect the validity or enforceability of this Deed.

12.2 Voting rights and dividends on and from a Remedies Event

Upon and at any time after the occurrence of a Remedies Event:

- (a) the Chargor shall pay or transfer to SEEL (or as SEEL may direct) any dividends, distributions, interest and other monies paid or payable in relation to, or arising from, the Securities and, until that payment, shall hold all such dividends, distributions, interest and other monies on trust for SEEL pending payment to SEEL for application accordance with Clause 20 (*Application of Proceeds*);

- (b) subject to paragraph (c), SEEL may (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):
- (i) subject to service of notice on the Chargor of its desire to do so and for the sole purpose of preserving or realising the value of the Securities, exercise (or refrain from exercising) the power of the Chargor in respect of the Securities to call a general meeting or to make an application to the court (in its capacity as a member who would be entitled to vote at the meeting) for an order that a general meeting be called, held and conducted;
 - (ii) subject to service of notice on the Chargor of its desire to do so and for the sole purpose of preserving or realising the value of the Securities, exercise (or refrain from exercising) any voting rights in respect of the Securities;
 - (iii) apply all dividends, distributions, interest and other monies arising from the Securities as though they were the proceeds of sale in accordance with Clause 20 (*Application of Proceeds*);
 - (iv) transfer the Securities or any part of it into the name of SEEL or such nominee(s) of SEEL as it shall require; and
 - (v) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities to concur or participate in:
 - (A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms SEEL thinks fit, and the proceeds of any such action shall form part of the Securities.

- (c) SEEL shall not be entitled to exercise any voting rights or any other powers or rights under paragraph (b) above if and to the extent that:
- (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and
 - (ii) either:
 - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

12.3 Securities: Changes to and exercise of rights

The Chargor shall not exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Securities such that the same would result in, nor shall it otherwise permit or agree to or concur or participate in, any:

- (a) variation of the rights attaching to or conferred by all or any part of the Securities;
- (b) increase in the issued share capital of any company whose shares are charged pursuant to this Deed;
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities; or
- (d) reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Deed.

12.4 Securities: Payment of calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of the Securities, and in any case of default by it in such payment, SEEL may, if it thinks fit, make such payment on its behalf and any such monies shall be reimbursed by the Chargor on demand with interest from the date of payment by SEEL until the date SEEL is reimbursed at the rate specified in and calculated in accordance with Clause 3 (*Default interest*).

12.5 Other obligations in respect of Charged Assets

- (a) The Chargor shall promptly:
 - (i) comply with all requests for, information which is within its knowledge and which are made under any law or regulation or by any competent authority or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Charged Assets; and
 - (ii) send a copy to SEEL of any requests made in relation to Clause 12.5(a)(i) (*Other obligations in respect of Charged Assets*).
- (b) The Chargor shall comply with all other conditions and obligations assumed by it in respect of any Charged Assets.
- (c) The Chargor shall notify any subsequent chargee or person acquiring any interest whatsoever in the Charged Assets of the existence of the Charge.
- (d) The Chargor shall ensure that neither it nor any of its subsidiaries is or has been at any time an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) or an occupational pension scheme which is not a money purchase scheme (both terms defined in the Pensions Schemes Act 1993) or "connected" with or an associate of (as far as those terms are used in sections 38 or 43 of the Pensions Act 2004) such an employer.
- (e) The Chargor shall forward copies of all notices, documents and other communications received by it or its nominee in connection with the Charged Assets to SEEL promptly upon receipt.

- (f) SEEL is not obliged to:
 - (i) perform any obligation of the Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
 in respect of any of the Charged Assets.
- (g) The Chargor shall:
 - (i) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of the Transaction Security; and
 - (ii) promptly provide SEEL with a copy of that notice.

13 FURTHER ASSURANCE

13.1 Further assurance

The Chargor shall, at its own cost, promptly do all such acts and execute all such documents (including assignments, transfers, deeds, mortgages, conveyances, charges, powers of attorney, notices, orders, instructions, proxies, corporate approvals and the making of registrations and filings) as SEEL acting reasonably or any Receiver or Delegate may specify (and in such form and at such times as SEEL or any Receiver or Delegate may require):

- (a) to effect the transfer and registration of all or any part of the Charged Assets in the name of SEEL or such nominee(s) or other person(s) as SEEL or any Receiver or Delegate may require;
- (b) to create, perfect, protect and maintain the Charge and its priority (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets in favour of SEEL or its nominee(s)) or for the exercise of the Collateral Rights;
- (c) to ensure that the Charge is and remains valid, legally binding and enforceable;
- (d) to confer on SEEL security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Charge intended to be conferred by or pursuant to this Deed; and/or
- (e) to facilitate the realisation of the Charged Assets or the exercise of any right, power, remedy or discretion exercisable by SEEL or any Receiver, Delegate or any of their respective nominees or sub-delegates in respect of any Charged Assets.

13.2 Implied covenants for title

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 6 (*Charge*).

- (b) The obligations of the Chargor under this Deed shall be in addition to the covenants of title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 (other than those which have been excluded pursuant to paragraph (a) of Clause 13.2 (*Implied covenants for title*) above).
- (c) It shall be implied in respect of Clause 6 (*Charge*) that the Chargor is disposing of the Charged Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

14 NEGATIVE UNDERTAKINGS

14.1 Negative pledge

The Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets other than as permitted under and in accordance with the Global Agreement.

14.2 Restriction on disposals

The Chargor shall not (and shall not agree to) enter into a single transaction or series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence or otherwise dispose of any of the Charged Assets.

14.3 Preservation of Charged Assets

- (a) The Chargor shall not take or permit any action which is likely to:
 - (i) adversely affect the value of or otherwise depreciate, impair or prejudice any Charged Assets or the Collateral Rights;
 - (ii) adversely affect the validity or enforceability of, or the effectiveness or ranking of the Security granted or purported to be granted pursuant to this Deed or the rights or remedies of SEEL under this Deed;
 - (iii) result in any of the Security created or expressed to be created by or pursuant to this Deed becoming enforceable; or
 - (iv) result in a Yü Default.
- (b) The Chargor shall not fail to punctually pay, as they become due, all debts and liabilities which by law would have priority over all or any part of the Secured Obligations.

14.4 Restriction on third party rights

The Chargor shall not exercise any right to nominate any third party to exercise any right in relation to the Charged Assets, whether pursuant to sections 145 or 146 of the Companies Act 2006 or otherwise.

15 ENFORCEMENT OF SECURITY

15.1 Enforcement of security over Charged Assets

On or at any time after the occurrence of:

- (a) a Yü Default that is continuing;
- (b) an Insolvency Event which is continuing;
- (c) any event which occurs or comes to the attention of SEEL which is likely to result in seizure, distress or other legal process in respect of all or any part of the Charged Assets or that all or any part of the Charge created by or pursuant to this Deed is otherwise in jeopardy; or
- (d) a request from the Chargor to SEEL that it exercise any of its powers under this Deed,

then the Charge is immediately enforceable and SEEL may (without notice to the Chargor or prior authorisation from any court):

- (i) enforce all or any part of the Charge at the times, in the manner and on the terms it thinks fit (including whether for cash consideration or otherwise) and take possession of and hold or dispose of all or any part of the Charged Assets; and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by this Deed or the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees, chargees and Receivers or otherwise conferred by law on mortgagees, chargees or Receivers in the manner and on the terms it thinks fit.

15.2 Enforcement of security over Permitted Loans / Cash Cure Amount Loans

After the occurrence of a Remedies Event:

- (a) SEEL may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) any of the rights under or in connection with the Permitted Loans and Cash Cure Amount Loans;
- (b) The Chargor must take such steps (at its own cost) as SEEL may require to enforce those rights, including, if SEEL so directs, initiating and pursuing legal or arbitration proceedings in the name of the Chargor; and
- (c) The Chargor shall hold all monies received by it under or in connection with any of the Permitted Loans or Cash Cure Amount Loans on trust for SEEL pending payment to SEEL for application in accordance with Clause 20 (*Application of Proceeds*).

15.3 Enforcement of security over Trademark Licence Agreements

After the occurrence of a Remedies Event:

- (a) SEEL may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) any of the rights under or in connection with the Trademark Licence Agreements;

- (b) The Chargor must take such steps (at its own cost) as SEEL may require to enforce those rights, including, if SEEL so directs, initiating and pursuing legal or arbitration proceedings in the name of the Chargor; and
- (c) The Chargor shall hold all monies received by it under or in connection with any of the Trademark Licence Agreements on trust for SEEL pending payment to SEEL for application in accordance with Clause 20 (*Application of Proceeds*).

16 EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

16.1 Extension of powers

The power of sale or other disposal conferred on SEEL and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall be exercisable (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Deed.

16.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed or to the exercise by SEEL or any Receiver or Delegate of its right to consolidate all or any of the Security created by or pursuant to this Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by SEEL without notice to the Chargor on or at any time after this Deed has become enforceable in accordance with Clause 15 (*Enforcement of Security*).

17 RIGHT OF APPROPRIATION

- (a) To the extent that the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**")), SEEL will have the right after the Charge has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be:
 - (i) in the case of cash, determined by any method that SEEL may select; and
 - (ii) in the case of any other financial collateral (as defined in the Regulations), the market value of such financial collateral determined (after appropriation) by SEEL by reference to a public index or by such other process as SEEL may select, which may be independent valuation.
- (b) In the case of both (a)(i) and (ii) above, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

18 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

18.1 Appointment and removal

After the Charge has become enforceable in accordance with Clause 15 (*Enforcement of Security*) or if requested by the Chargor, SEEL may by deed or otherwise in writing (acting through an authorised officer of SEEL):

- (a) without prior notice to the Chargor:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets; or
 - (ii) appoint two or more Receivers of separate parts of the Charged Assets; or
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed; or
 - (iv) appoint another person(s) as an additional or replacement Receiver(s).

18.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 18.1 (*Appointment and removal*) shall:

- (a) be entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes be the agent of the Chargor and the Chargor shall be solely responsible for the acts, defaults and liabilities of the Receiver and for the payment of its remuneration. No Receiver shall at any time act as, or be deemed to be, agent for SEEL; and
- (c) entitled to remuneration for his services at a rate to be fixed by SEEL from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

18.3 Statutory powers of appointment

- (a) The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of SEEL under the Law of Property Act 1925 (as extended by this Deed), the Insolvency Act 1986 or otherwise and such powers shall be exercisable without the restrictions contained in section 109(1) of the Law of Property Act 1925 and shall remain exercisable from time to time by SEEL in respect of any part of the Charged Assets.
- (b) SEEL is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (c) SEEL may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Charged Assets if SEEL is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

19 POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of the Chargor which, when got in, would be Charged Assets) in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 as in force at the date of this Deed (whether or not in force at the date of exercise) and all the powers of an administrative receiver as may be added to Schedule 1 of the Insolvency Act 1986 after the date of this Deed (in each case, whether or not the Receiver is an administrative receiver);
- (c) the right to sell or otherwise dispose of or realise all or any part of the Charged Assets in any manner whatsoever and for such consideration (whether comprising cash or other valuable consideration of any kind) and on such terms as it may think fit;
- (d) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do;
- (e) the right to redeem or transfer to SEEL or its nominee any prior Security over the Charged Assets;
- (f) all the rights expressed to be conferred upon SEEL in this Deed and all rights to release the Charged Assets from the Security conferred upon SEEL in the Transaction Documents; and
- (g) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Assets.

20 APPLICATION OF PROCEEDS

- (a) All monies received or recovered and any non-cash recoveries made or received by SEEL or any Receiver pursuant to this Deed or the powers conferred by it (the "**Recoveries**") shall (by way of variation of the provisions of the Law of Property Act 1925) be applied in the following order:
 - (i) first, in the payment of the costs, charges and expenses incurred and payments made by the Receiver (or Delegate of any Receiver), the payment of their remuneration and the discharge of any liabilities incurred by the Receiver (or Delegate of the Receiver) in, or incidental to, the exercise of any of his powers;

- (ii) second, in application by SEEL (notwithstanding any purported appropriation by the Chargor) in or towards the irrevocable and unconditional satisfaction in full of the Secured Obligations; and
 - (iii) finally, the balance of any Recoveries, after all amounts due under paragraphs (i) and (ii) above have been irrevocably paid in full, shall be returned to the Chargor.
- (b) Clause 20(a) above:
 - (i) is subject to the payment of any claims having priority over this Charge; and
 - (ii) does not prejudice the right of SEEL to recover any shortfall from the Chargor.

21 PROTECTION OF PURCHASERS

21.1 Consideration

The receipt of SEEL or any Receiver or Delegate shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, SEEL or any Receiver or Delegate may do so for such consideration, in such manner and on such terms as it thinks fit.

21.2 Protection of purchasers

- (a) No purchaser or other person dealing with SEEL or any Receiver or Delegate shall be bound to inquire whether any right conferred by or pursuant to this Deed has arisen or become exercisable or be concerned with any propriety or regularity on the part of SEEL or such Receiver or Delegate in such dealings.
- (b) All the protections for purchasers contained in sections 104 and 107 of the Law of Property Act 1925, section 42(3) of the Insolvency Act 1986 or in any other applicable law or regulation shall apply to any person purchasing from or dealing with SEEL or any Receiver or Delegate.

22 POWER OF ATTORNEY

22.1 Appointment and powers

The Chargor by way of security irrevocably and severally appoints SEEL and any Receiver to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Chargor by this Deed or any other agreement binding on the Chargor to which SEEL is party (including the execution and delivery of any deeds, mortgages, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Charge);
- (b) to take any action required or desirable to enable SEEL to exercise all or any of the Collateral Rights; and
- (c) enabling SEEL and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including,

after the occurrence of a Yü Default, the exercise of any right of a legal or beneficial owner of the Charged Assets).

22.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

23 EFFECTIVENESS OF SECURITY

23.1 Continuing security

- (a) The Charge shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by SEEL in writing.
- (b) No part of the Charge from time to time intended to be constituted by this Deed will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

23.2 Cumulative rights

The Charge and the Collateral Rights shall be cumulative, in addition to and independent of every other Security which SEEL may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by SEEL over the whole or any part of the Charged Assets shall merge into the Charge.

23.3 No prejudice

The Charge and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or SEEL or by any variation of the terms of the trust upon which SEEL holds the Charge or by any other thing which might otherwise prejudice the Charge or any Collateral Right.

23.4 Trusts

If any trust intended to arise pursuant to any provision of this Deed fails or for any reason (including the laws of any jurisdiction in which any assets, moneys, payments or distributions may be situated) cannot be given effect to, the Chargor will pay to SEEL for application in accordance with Clause 20 (*Application of Proceeds*) an amount equal to the amount (or the value of the relevant assets) intended to be so held on trust for SEEL.

23.5 Remedies and waivers

No failure on the part of SEEL to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Deed. No election to affirm this Deed on the part of SEEL shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

23.6 No liability

- (a) None of SEEL, its nominees(s) or any Receiver or Delegate nor any officer, agent or employee of any of them shall be liable (including, without limitation, for negligence or any other category of liability whatsoever):
 - (i) to account as a mortgagee or mortgagee in possession or for any loss on realisation; or
 - (ii) for any default or omission for which a mortgagee in possession might be liable.
- (b) None of SEEL, its nominees(s) or any Receiver or Delegate nor any officer, agent or employee of any of them shall be liable (including, without limitation, for negligence or any other category of liability whatsoever) for any loss arising by reason of taking any action permitted by this Deed or any neglect, default or omission in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets, except to the extent directly caused by fraud, wilful default or gross negligence upon its part.

23.7 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Charge intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Charge or any other security.

23.8 Waiver of defences

The obligations assumed, and the Charge created, by the Chargor under this Deed, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 23.8 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed or the Charge (without limitation and whether or not known to the Chargor or SEEL) including:

- (a) any time, waiver or consent granted to, or composition with, any Yü Relevant Company or any other person;
- (b) the release of any Yü Relevant Company or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Yü Relevant Company any other person;
- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Yü Relevant Company or any other person;

- (f) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Transaction Document or any other document or security or of the Secured Obligations;
- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security or of the Secured Obligations; and
- (h) any insolvency or similar proceedings.

23.9 Chargor intent

Without prejudice to the generality of Clause 23.8 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by or pursuant to this Deed and the Collateral Rights shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Transaction Documents.

23.10 Immediate recourse

The Chargor waives any right it may have of first requiring any SEEL to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Chargor. This waiver applies irrespective of any law or any provision of a Transaction Document to the contrary.

23.11 Deferral of rights

Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by any Yü Relevant Company;
- (b) to claim any contribution from any guarantor of any Yü Relevant Company's obligations under the Transaction Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of SEEL under the Transaction Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Transaction Documents by SEEL;
- (d) to bring legal or other proceedings for an order requiring any Yü Relevant Company to make any payment, or perform any obligation, in respect of which any Yü Relevant Company has given a guarantee, undertaking or indemnity under any Transaction Document;
- (e) to exercise any right of set-off against any Yü Relevant Company; or
- (f) to claim, rank, vote or prove as a creditor of any Yü Relevant Company in competition with SEEL.

23.12 Turnover trust

- (a) The Chargor shall not accept or permit to subsist any security or collateral from any person in respect of any rights the Chargor may have arising out of this Deed. If, despite this provision, any such security or collateral shall be accepted or subsisting, the Chargor acknowledges that the Chargor's rights under such collateral shall be held on trust for SEEL, to the extent

necessary to enable the Secured Obligations to be repaid in full, and the Chargor shall, if requested, promptly transfer the same to SEEL (or as SEEL may direct) for application in accordance with Clause 20 (*Application of proceeds*).

- (b) If the Chargor receives any benefit, payment or distribution relating to the rights described in Clause 23.11 (*Deferral of rights*) above, it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Obligations to be repaid in full on trust for SEEL and shall promptly pay or transfer the same to SEEL (or as SEEL may direct) for application in accordance with Clause 20 (*Application of proceeds*).
- (c) If the Chargor exercises any right of set-off described in paragraph (e) of Clause 23.11 (*Deferral of rights*) above, it will immediately pay or transfer to SEEL an amount equal to the amount set-off.

24 PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by SEEL or any Receiver or Delegate of any power of sale under this Deed, SEEL may redeem such prior Security or procure the transfer thereof to itself.
- (b) SEEL may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to SEEL on demand together with accrued interest thereon calculated in accordance with Clause 3 (*Default interest*).

25 SUBSEQUENT SECURITY INTERESTS

If SEEL at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Transaction Document, all payments thereafter by or on behalf of the Chargor to SEEL will be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

26 SUSPENSE ACCOUNTS

SEEL may place and retain on a suspense account, for as long as it considers fit, any monies received, recovered or realised under or in connection with this Deed to the extent of the Secured Obligations, without any obligation on the part of SEEL to apply such moneys in or towards the discharge of such Secured Obligations.

27 RELEASE OF SECURITY

27.1 Release of Security

Upon the expiry of the Security Period, SEEL shall, at the request and cost of the Chargor, release the Charge, subject to Clause 27.2 (*Reinstatement*) and without recourse to, or any representation or warranty by, SEEL or any of its nominees.

27.2 Reinstatement

If SEEL considers that any amount paid or credited to, or any security or guarantee provided to, it under a Transaction Document is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the Charge shall continue as if such amounts had not been paid or as if any such security or guarantee had not been provided.

28 SET-OFF

The Chargor authorises SEEL (but SEEL shall not be obliged to exercise such right), after the occurrence of a Yü Default, to set-off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by SEEL to the Chargor and apply any credit balance to which the Chargor is entitled on any account with SEEL in accordance with Clause 20 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

29 ASSIGNMENT

29.1 No assignments or transfers by Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

29.2 Assignments and transfers by SEEL

SEEL may, at any time, without the consent of the Chargor, assign or transfer all or any of its rights and obligations under this Deed to any person to whom its rights and obligations under the Global Agreement may be assigned or transferred. SEEL shall be entitled to disclose such information concerning the Chargor and this Deed as SEEL considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

30 NOTICES

Each communication to be made under or in connection with this Deed shall be made in writing and in accordance with clause 30 (*Notices*) of the Global Agreement.

31 EXPENSES, STAMP TAXES AND INDEMNITY

31.1 Expenses

The Chargor shall, within three (3) Business Days of the demand of SEEL, reimburse SEEL for all the costs and expenses (including legal fees) on a full indemnity basis together with any VAT thereon incurred by it or any Receiver in relation to:

- (a) any waiver, consent or authorisation sought by the Chargor in relation to this Deed and/or any other document referred to in this Deed;
- (b) any variation, amendment, extension or modification of, or supplement to, this Deed and/or any other document referred to in this Deed;

- (c) the exercise, preservation and/or enforcement of any of the Collateral Rights or the Charge or any proceedings instituted by or against SEEL as a consequence of taking or holding the Charge or of enforcing the Collateral Rights,

and such amounts shall carry interest from the date of such demand until so reimbursed in accordance with Clause 3 (*Default interest*).

31.2 Stamp Taxes

The Chargor shall pay promptly all stamp, registration, notarial and other taxes and fees to which this Deed, the Charge or any judgment given in connection with either of them is or at any time may be subject and shall, from time to time, indemnify SEEL on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

31.3 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the Charge, upon demand indemnify each of SEEL, its agents, attorneys and any Receiver and Delegate against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Deed, the exercise or purported exercise of any of the rights and powers conferred on them by this Deed or otherwise relating to the Charged Assets.

31.4 Payments Free Of Deduction

All payments to be made to SEEL under this Deed shall be made free and clear of and without deduction for or on account of tax unless the Chargor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

32 PAYMENTS

- (a) All payments to be made by the Chargor under this Deed shall be made without set-off or counterclaim and in the currency in which the relevant indebtedness is denominated or, if different, is payable and to such account, with such financial institution and in such other manner as SEEL may direct.
- (b) All payments to be made by the Chargor under this Deed shall be made free and clear of and without deduction for or on account of Tax unless the Chargor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to Tax such deduction or withholding has been made, receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

33 ACCOUNTS, CERTIFICATES AND DETERMINATIONS

- (a) In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by a SEEL are prima facie evidence of the matters to which they relate.
- (b) A determination by SEEL or a copy of a certificate signed by an officer of SEEL shall, in the absence of manifest error, be conclusive evidence of the matters to which it relates.

34 DISCRETION AND DELEGATION

34.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by SEEL or any Receiver may, subject to the terms and conditions of the Global Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons or reference to the Chargor.

34.2 Delegation

Each of SEEL and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and rights conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit (including the power to sub-delegate) which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or right by SEEL or the Receiver itself.

34.3 Liability

Neither SEEL nor any Receiver shall be bound to supervise, or be in any way responsible or liable for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such Delegate or sub-Delegate.

35 AMENDMENTS

Any term of this Deed may be amended or waived only in writing and with the agreement of all of the parties to this Deed.

36 COUNTERPARTS AND EXECUTION AS A DEED

- (a) 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.
- (b) The parties intend this Deed to be a deed and confirm that it is executed and delivered as a deed, notwithstanding the fact that any one or more of the parties may only execute it under hand.

37 GOVERNING LAW AND DISPUTE RESOLUTION

37.1 Governing Law

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

37.2 Dispute Resolution

- (a) Any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity or termination) (a "**Dispute**") shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration" ("**LCIA**" and the "**Rules**"), which are deemed to be incorporated by reference into this Clause.
- (b) The tribunal shall consist of a sole arbitrator to be appointed in accordance with the Rules.
- (c) The seat of the arbitration shall be London, England.
- (d) The language of the arbitration shall be English.
- (e) Any award of the tribunal shall be binding from the day it is made, and the Parties waive any right to refer any question of law and any right of appeal on the law and/or merits to any court. The Parties undertake to carry out the award without delay.
- (f) The governing law of this arbitration agreement shall be the substantive law of England.
- (g) Nothing in these dispute resolution provisions shall be construed as preventing either party from seeking conservatory or similar interim relief in any court of competent jurisdiction.
- (h) The Parties agree that all aspects of the arbitration shall be confidential. Save to the extent required by law or pursuant to any proceedings to enforce or challenge an award, no aspect of the proceedings, documentation, or any (partial or final) award or order or any other matter connected with the arbitration shall be disclosed to any other person by either party or its counsel, agents, corporate parents, affiliates or subsidiaries without the prior written consent of the other Party.
- (i) Notwithstanding paragraphs (a) to (h) of this Clause 37.2 (*Dispute resolution*), SEEL shall not be prevented from taking proceedings relating to a Dispute in any courts with jurisdiction.

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

ORIGINAL SHARES

Name of the Company	Company number	Class of Shares	Number of Shares	Percentage of all issued shares of the Company owned by the Chargor
Yü Energy Holding Limited	08205335	Ordinary	10,000,000	100

SCHEDULE 2

FORM OF NOTICE OF ASSIGNMENT OF PERMITTED LOAN / TRADEMARK LICENCE AGREEMENT / CASH CURE AMOUNT LOANS

From: **Yü Group plc**

To: **Yü Energy Retail Limited**

Date: [•]

- 1 We hereby give you notice that we have assigned absolutely by way of security to Shell Energy Europe Limited (the "**SEEL**") pursuant to a security agreement dated [•] 2024 (the "**Security Agreement**") entered into by us in favour of SEEL all our rights, claims, title and interest from time to time in and to [a sterling term facility of a total principal amount of [•] dated [•] (the "**Permitted Loan**") / [a Trademark Licence Agreement entered into between us and [•] dated [•] (the "**Trademark Licence Agreement**"), [a Cash Cure Amount Loan Agreement entered into between us and [•] dated [•] (the "**Cash Cure Amount Loan**") including all monies which may be payable in respect of, and all rights or claims in relation to, the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan].
- 2 Until you receive written instructions from SEEL to the contrary, all monies payable by you to us in respect of the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan] must be paid to [insert details included in the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]] and, following receipt of written instructions from SEEL, all such monies must be paid in accordance with those instructions.
- 3 We confirm that:
 - (a) we will remain liable under the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan] to perform all the obligations assumed by us under the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]; and
 - (b) none of SEEL, its agents, any receiver, delegate or any other person will at any time be under any obligation or liability to you under or in respect of the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan].
- 4 Subject to paragraphs 2 and 6 of this notice of assignment, we may continue to deal with you under the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan] until such time as you receive a notice from SEEL to the contrary, whereupon:
 - (a) we will no longer be authorised to deal with you;
 - (b) all communications made by you under or in connection with the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan] must be sent to SEEL;
 - (c) all sums due must be paid to SEEL or as it directs; and
 - (d) all the rights, powers and discretions under or in connection with the [Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan] shall be exercisable by SEEL or as it directs.

- 5 We have agreed that we will not, without the prior consent of SEEL:
- (a) amend, supplement, vary or waive any provision of the [*Permitted Loan*] / [*Trademark Licence Agreement*] / [*Cash Cure Amount Loan*] (or agree to do so);
 - (b) exercise any right to rescind, cancel or terminate the [*Permitted Loan*] / [*Trademark Licence Agreement*] / [*Cash Cure Amount Loan*];
 - (c) release any counterparty from its obligations under the [*Permitted Loan*] / [*Trademark Licence Agreement*] / [*Cash Cure Amount Loan*];
 - (d) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute a breach under the [*Permitted Loan*] / [*Trademark Licence Agreement*] / [*Cash Cure Amount Loan*]; or
 - (e) novate, transfer or assign any of our rights under the [*Permitted Loan*] / [*Trademark Licence Agreement*] / [*Cash Cure Amount Loan*] (save as provided pursuant to the Security Agreement), other than as permitted under the Transaction Documents.
- 6 You are authorised and instructed, without requiring further approval from us, to provide SEEL with such information relating to the [*Permitted Loan*] / [*Trademark Licence Agreement*] / [*Cash Cure Amount Loan*] as it may from time to time request and to send to SEEL and us copies of all notices issued by you under the [*Permitted Loan*] / [*Trademark Licence Agreement*] / [*Cash Cure Amount Loan*].
- 7 The authority and instruction in this notice of assignment may only be revoked or amended with the prior written consent of SEEL.
- 8 This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 9 Please acknowledge receipt of this notice of assignment by signing the acknowledgement on the enclosed copy letter and returning it to Shell Energy Europe Limited at Shell Centre, London, SE1 7NA England marked for the attention of Matthew Phillips and Kemal Suffee with copy to Susanne Lohneiss and Guillermo Puppo, Shell Centre, London, SE1 7NA.

Yours faithfully,

.....
for and on behalf of
Yü Group plc

On copy only: **Shell Energy Europe Limited**

[On duplicate]

From: *[Name of contract counterparty]*

To: Shell Energy Europe Limited

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters set out below:

- (a) we will pay all monies in respect of the *[Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]* as directed by paragraphs 2 and 4 of the notice of assignment;
- (b) we will give notices under the *[Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]* as directed by paragraphs 4 and 6 of the notice of assignment;
- (c) we accept the instructions contained in, and will comply with the other terms of, the notice of assignment;
- (d) we have not received notice of any other assignment, charge or other third party interest in, of or over any of the rights, claim, title, interest and benefit in and to the *[Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]*;
- (e) we have not and will not claim or exercise any security interest, set-off, counterclaim or other right in respect of the *[Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]* unless such rights arise out of the *[Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]* itself; and
- (f) we acknowledge your notification that you may not amend, waive or release any rights, interests or benefits under or in respect of the *[Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]*, nor terminate the *[Permitted Loan] / [Trademark Licence Agreement] / [Cash Cure Amount Loan]*, without the prior consent of SEEL other than as permitted under the Transaction Documents.

For and on behalf of *[relevant contract counterparty]*

By:

Dated:

EXECUTION PAGE TO SECURITY AGREEMENT

THE CHARGOR

EXECUTED as a DEED by)
YÜ GROUP PLC)
acting by:)

Director

DocuSigned by:
D5290F1C08084E7...

Name:

Paul Rawson

Director/Secretary

DocuSigned by:
9E19A2192A9349B...

Name:

Bobby Kalar

Signed for and on behalf of:

SHELL ENERGY EUROPE LIMITED

acting through its agent **SHELL INTERNATIONAL TRADING AND SHIPPING COMPANY LIMITED**

Signature:

Authorised Signatory/ies Name(s): Panu Paasikivi

In the presence of:

.....

Name: Sasha Andosova
.....

Occupation: structured Energy Origination
.....

Address: shell Centre, London SE1 7NA, United Kingdom
.....