



Registration of a Charge

Company name: **DIAMOND TRANSMISSION PARTNERS RB LIMITED**

Company number: **10457056**



X8G74I9D

Received for Electronic Filing: **16/10/2019**

Details of Charge

Date of creation: **10/10/2019**

Charge code: **1045 7056 0001**

Persons entitled: **MIZUHO BANK, LTD. (SECURITY TRUSTEE)**

Brief description: **PROPERTY KNOWN AS ONSHORE SUBSTATION REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER NK434385. PLEASE REFER TO THE CHARGING INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10457056

Charge code: 1045 7056 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2019 and created by DIAMOND TRANSMISSION PARTNERS RB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2019 .

Given at Companies House, Cardiff on 17th October 2019

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 10 October 2019

DIAMOND TRANSMISSION PARTNERS RB LIMITED
(as Chargor)

MIZUHO BANK, LTD.
(as Security Trustee)

COMPANY DEBENTURE

**This Debenture is subject to
the Security Trust and
Intercreditor Deed dated on
or about the date of this
Document between, amongst
others, the Chargor and the
Security Trustee**

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This Debenture is made on

10 October

2019

Between:

- (1) **Diamond Transmission Partners RB Limited** (a company incorporated in England and Wales) (Company No. 10457056) whose registered office is at Mid City Place, 71 High Holborn, London, WC1V 6BA (**Chargor**); and
- (2) **Mizuho Bank, Ltd.** (a company incorporated in Japan) (Company No. FC004234) whose address is at Mizuho House, 30 Old Bailey, London EC4M 7AU (**Security Trustee**).

It is agreed**1 Definitions and interpretation****1.1 Definitions**

Unless a contrary indication appears, words or expressions defined in the Common Terms Agreement and Security Trust and Intercreditor Deed shall have the same meaning in this Debenture and, in addition, the following words and expressions shall have the following meanings:

Assets means all of the Chargor's undertaking, property, assets, revenues and rights of every description or any part of them

Balance means:

- (a) in relation to a particular Account or sub-account of an Account or any other account or sub-account it may from time to time have with any bank, financial institution or other person, all moneys from time to time standing to the credit of that Account, sub-account or other account (as the case may be); or
- (b) as the context may require, the aggregate of all moneys from time to time standing to the credit of the Accounts, sub-accounts of the Accounts or any other account or sub-account it may from time to time have with any bank, financial institution or other person

in each case, including the value of all Authorised Investments purchased by the Chargor with moneys previously credited to the relevant Accounts or sub-accounts of the relevant Accounts, as the case may be

Beneficiary means each Secured Finance Party and **Beneficiaries** shall be construed accordingly

Common Terms Agreement means the common terms agreement dated on or about the date of this Deed between (1) the Company, (2) Diamond Transmission Partners RB (Holdings) Limited (as Holdco), (3) The Norinchukin Bank, MUFG Bank, Ltd., Mizuho Bank, Ltd., Sumitomo Mitsui Banking Corporation, London Branch, Sumitomo Mitsui Trust Bank, Limited (London Branch), Societe Generale, London Branch, Nippon Life Insurance Company and Shinsei Bank, Limited (as Mandated Lead Arrangers), (4) The Norinchukin Bank, MUFG Bank, Ltd., Mizuho Bank, Ltd., Sumitomo Mitsui Banking Corporation, London Branch, Sumitomo Mitsui Trust Bank, Limited (London Branch), Societe Generale, London Branch, Nippon Life Insurance Company and Shinsei Bank, Limited (as Original Commercial Lenders), (5) MUFG Securities EMEA plc, Sumitomo Mitsui Banking Corporation, London Branch,

Sumitomo Mitsui Trust Bank, Limited (London Branch), Societe Generale and Shinsei Bank, Limited (as Original Hedging Banks), (6) Mizuho Bank, Ltd. (as Global Agent), (7) Mizuho Bank, Ltd. (as Commercial Facility Agent) and (8) Mizuho Bank, Ltd. (as Security Trustee)

Declared Default means the Global Agent first exercising any of its rights under clause 10.27 (Acceleration) of the Common Terms Agreement

Derivative Rights means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments

Documents means each of the documents described in Schedule 1 (Documents)

Document Claims means:

- (a) all of the Chargor's right, title, interest and benefit in, under and to the Documents;
- (b) any sums payable to the Chargor pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor in respect of or pursuant to the Documents;
- (c) any rights of abatement or set-off and all other rights of recovery under or pursuant to any of the Documents; and
- (d) any net proceeds of any claims, awards and judgments which may at any time be received or receivable by the Chargor pursuant to any of the Documents,

together with the benefit of all powers and remedies for enforcing the same

Excluded Contracts means:

- (a) a deed of grant in relation to an easement strip dated 18 June 2015 between (1) The Walpole Parish Council and (2) DONG Energy RB (UK) Limited granted out of Land Registry Title Number NK405639 as varied by a deed of variation dated 5 March 2018 made between (1) The Walpole Parish Council and (2) Race Bank Wind Farm Limited; and
- (b) an Access Agreement dated 6 April 2016 between (1) The Crown Estate, (2) Julian Hickman Proctor & Stafford Julian Allin Proctor and (3) DONG Energy RB (UK) Limited as varied by a deed of variation dated on or about the date of this Deed between (1) Her Majesty the Queen, (2) The Crown Estate Commissioners, (3) Julian Hickman Proctor & Stafford Julian Allin Proctor and (4) Race Bank Wind Farm Limited

Fixed Security Asset means an Asset for the time being comprised within an assignment created by clause 3.1 (Creation of Security Assignments) or within a mortgage or fixed charge created by clause 3.2 (Creation of Fixed Security) or arising on crystallisation of the floating charge whether under clause 4 (Crystallisation), or otherwise

Floating Charge Asset means an Asset for the time being comprised within the floating charge created by clause 3.3 (Creation of floating charge) but, if it is also a Fixed Security Asset, only in so far as concerns that floating charge

Intellectual Property Rights means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential

information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

- (b) the benefit of all applications and rights to use such assets (which may now or in the future subsist)

Investments means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Acts 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference. option, rights or otherwise

Land includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings, fittings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

Lenders' Representative means a person appointed by or on behalf of the Secured Finance Parties who, pursuant to a Direct Agreement exercises any power to step in or assume any rights or obligations of the Chargor under a Project Document

Liability means any liability, damage, loss, fee, cost, claim, proceeding or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise

Party means a party to this Debenture

Receivables means all sums of money receivable by the Chargor now or in the future, including any sums consisting of or payable under or derived from any Asset described in clause 3.2 (Creation of Fixed Security)

Receiver means a receiver or receiver and manager appointed under clause 16.1 (Appointment) and (where the context requires or permits) includes any substituted receiver or receiver and manager

Recipient shall have the meaning given to it in clause 3.4 (Notices relating to the assignment)

Secured Sums means all present and future moneys, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

Security Assets means the property and Assets charged or assigned or purported to be charged or assigned pursuant to clause 3 (Charging clause) or clause 8 (Further assurance) but shall exclude such property and Assets to the extent that, and for so long as, the taking of

any such security in respect of such assets would contravene the terms of the OFTO Licence, the Lease or any applicable law or regulation

Security Trust and Intercreditor Deed means the security trust and intercreditor deed dated on or about the date of this Debenture between (among others) each Secured Finance Party and the Chargor;

Security Trustee means Mizuho Bank, Ltd. acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

1.2 Construction

(a) Unless a contrary indication appears, any reference in this Debenture to:

- (i) the **Global Agent**, the **Commercial Facility Agent**, any **Mandated Lead Arranger**, any **Finance Party**, any **Hedging Counterparty**, any **Beneficiary**, any **Original Commercial Lender**, any **Obligor**, any **Party**, the **Security Trustee** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents;
- (ii) **assets** includes present and future properties, revenues and rights of every description;
- (iii) **dispose** includes any sale, lease, licence, transfer or loan;
- (iv) 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, extended or restated (however fundamentally);
- (v) **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (vi) **including** means including without limitation and **includes** and **included** shall be construed accordingly;
- (vii) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (viii) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (ix) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental,

intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

- (x) a **Security Asset** includes any part of that Security Asset;
 - (xi) a provision of law is a reference to that provision as amended or re-enacted; and
 - (xii) a time of day is a reference to London time.
- (b) Section, clause and schedule headings are for ease of reference only.
 - (c) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Documents are incorporated in this Debenture to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Debenture is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.3 **Security Trust and Intercreditor Deed**

The terms of this Debenture and the other Finance Documents are subject to the terms of the Security Trust and Intercreditor Deed and, in the event of any conflict between any provision of this Debenture and any provision of the Security Trust and Intercreditor Deed, the relevant provision of the Security Trust and Intercreditor Deed shall prevail.

1.4 **Administration**

- (a) Any reference in this Debenture, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Chargor's assets) or 22 (by the Chargor or the directors of the Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.
- (b) Any reference in this Debenture, or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

2 **Protection of third parties**

2.1 **Covenant to pay**

The Chargor (as primary obligor and not merely as surety) covenants with the Security Trustee that it will, on the Security Trustee's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the Finance Documents.

2.2 Proviso

The covenants contained in this clause and the security created by this Debenture shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Demands

The making of one demand shall not preclude the Security Trustee from making any further demands.

2.4 Third party

Any third party dealing with the Security Trustee or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture.

3 Charging clause

3.1 Creation of Security Assignments

To the extent not prohibited by the OFTO Licence, the Lease or any applicable law or regulation, the Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Trustee:

- (a) all of its rights, title and interest in respect of the Documents (but excluding the Excluded Contracts, the Document Claims and any guarantees, warranties, licences and/or other agreements of the Chargor;
- (b) all its right, title and interest in or to the Accounts (including, but not limited to, the accounts described in Schedule 3) (Accounts) (other than the Distributions Account) as any such account may be renumbered, redesignated or sub-divided from time to time, the Balances and all its rights, title, benefit and interest whatsoever, present and future, in and to the Balances (other than the Balance on the Distributions Account), and any other account it may from time to time have with any bank, financial institution or other person;
- (c) all Receivables including, without limitation, all Availability Payments, book and other debts now or in the future owing to the Chargor and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under clause 3.2 (Creation of Fixed Security) or effectively assigned under clauses 3.1(a) and 3.1(b) (Creation of Security Assignments));
- (d) all of its right, title and interest, from time to time, in respect of any sums payable to it in respect of VAT claims; and
- (e) all of its right, title and interest, from time to time, in respect of any sums payable to it pursuant to any policies of insurance, including the Insurances.

3.2 Creation of Fixed Security

To the extent not prohibited by the OFTO Licence, the Lease or any applicable law or regulation, the Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, hereby charges to the Security Trustee:

- (a) by way of first legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry as described in (Schedule 2 (Registered Land to be Mortgaged)); and
- (b) by way of first legal mortgage, all Land in England and Wales now vested in it and not registered at the Land Registry; and
- (c) by way of first fixed charge:
 - (i) all other Land which is now, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this clause 3.2 and all its rights and interests under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
 - (iv) all moneys at any time standing to the credit of the Accounts described in Schedule 3 (Accounts) (other than the Distributions Account) as any such account may be renumbered, redesignated or sub-divided from time to time, and any other account it may from time to time have with any bank, financial institution or other person, except to the extent such moneys, or any interest, title and benefit to them are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vi) all Investments which are now, or in the future become, its property;
 - (vii) all Derivative Rights now or in the future accruing in respect of its Investments;
 - (viii) all the Insurances together with all its rights and interests in and to the Insurances (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
 - (ix) all its goodwill and uncalled capital from time to time;
 - (x) all Intellectual Property Rights presently belonging to it, including any Intellectual Property Rights to which it is not absolutely entitled or to which it is entitled together with others;
 - (xi) all Intellectual Property Rights that may be acquired by or belong to it in the future, including any such Intellectual Property Rights to which it is not absolutely entitled or to which it is entitled together with others;

- (xii) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property Rights in any part of the world;
- (xiii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xiv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in clauses 3.2(c)(x) to (xiii) inclusive;
- (xv) all trade debts now or in the future owing to it;
- (xvi) all other debts now or in the future owing to it;
- (xvii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset;
- (xviii) the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to the Chargor, including as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to it;
- (xix) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xx) any Document and any interest, title and benefit (in each case, whether legal, beneficial or otherwise) in respect of such Document except to the extent such Document or any interest, title and benefit are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;
- (xxi) all rights, claims, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, claims, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture; and
- (xxii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3.3 Creation of floating charge

To the extent not prohibited by the OFTO Licence, the Lease or any applicable law or regulation, the Chargor, with full title guarantee, hereby charges to the Security Trustee as security for the payment of all Secured Sums, by way of first floating charge all its Assets except to the extent that such Assets are for the time being effectively assigned to the Security Trustee under clause 3.1 (Creation of Security Assignments) or effectively charged by any fixed charge contained in clause 3.2 (Creation of Fixed Security) including any Assets comprised within a charge which is reconverted under clause 4.4 (Reconversion), in each case so that the Chargor shall not (except for the Security Interests created pursuant to this

Debenture) create any Security Interest over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 7 (Negative pledge and other restrictions) with respect to any such Asset, and the Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except to the extent permitted by the Finance Documents.

3.4 Notices relating to the assignments or charge

Save where such assignments or charge over Accounts are acknowledged in a Direct Agreement, the Security Trust and Intercreditor Deed or the Accounts Agreement or such acknowledgement is procured pursuant to Part IV of Schedule 4 (Insurance) of the Common Terms Agreement, the Chargor shall execute notices of the assignments or charge constituted by clause 3.1 (Creation of Security Assignments) or clause 3.2(c)(iv) (Creation of Fixed Security) of this Debenture substantially in the form set out in Schedule 4 (Form of Notice of Assignment and acknowledgement of receipt – Documents) (or, in respect of the charge over Accounts, in the form specified by the Security Trustee) on the date of this Debenture and:

- (a) immediately deliver them to the recipient so indicated in the relevant notice of assignment (**Recipient**); and
- (b) use its reasonable endeavours to procure the immediate execution and delivery to the Security Trustee by the Recipient of an acknowledgement of such notice of assignment.

3.5 Priority

- (a) Any fixed Security Interest created by the Chargor and subsisting in favour of the Security Trustee shall (save as the Security Trustee may otherwise declare at or after the time of its creation) have priority over the floating charge created by clause 3.3 (Creation of floating charge).
- (b) Any Security Interest created in the future by the Chargor (except in favour of the Security Trustee) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by this Debenture.

3.6 Application to the Land Registry

The Chargor hereby:

- (a) in relation to each register of title of any present and future Land which is charged to the Security Trustee under this Debenture or pursuant to clause 8 (Further assurance) consents to the Security Trustee (or its solicitors) at any time:
 - (i) submitting a form RX1 (application to register a restriction) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Security Trustee] referred to in the charges register"; and
 - (ii) submitting a form CH2 (application to enter an obligation to make further advances); and

- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by clause 3.2 (Creation of Fixed Security) at its own expense, immediately following its execution of this Debenture.

4 Crystallisation

4.1 Crystallisation by notice

The floating charge created by the Chargor in clause 3.3 (Creation of floating charge) may subject to clause 4.5 (Moratorium Assets) be crystallised into a fixed charge by notice in writing given at any time by the Security Trustee to the Chargor if:

- (a) a Declared Default has occurred; or
- (b) the Security Trustee in good faith considers that a Default under clause 10.6 (Insolvency) or clause 10.7 (Insolvency Proceedings) of the Common Terms Agreement has occurred and is continuing; or
- (c) the Security Trustee in good faith considers that any of the Assets expressed to be charged to the Security Trustee by this Debenture may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (d) a circumstance envisaged by clause 4.2(a) (Automatic crystallisation) occurs and the Security Trustee in good faith considers that such crystallisation is desirable in order to protect the priority of its security.

Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the Chargor.

4.2 Automatic crystallisation

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

- (a) the Chargor in contravention of any Finance Document resolves to take or takes any step to:
 - (i) charge or otherwise encumber any of its Floating Charge Assets; or
 - (ii) create a trust over any of its Floating Charge Assets; or
 - (iii) dispose of any Floating Charge Asset, except as permitted pursuant to the Finance Documents, or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process,

then the floating charge created by clause 3.3 (Creation of floating charge) shall, subject to clause 4.5 (Moratorium Assets), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset.

4.3 Future Floating Charge Assets

Except as otherwise stated in any notice given under clause 4.1 (Crystallisation by notice) or unless such notice relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by the Chargor after crystallisation has occurred under clause 4.1 (Crystallisation by notice) or 4.2 (Automatic crystallisation) shall become subject to the floating charge created by clause 3.3 (Creation of floating charge), so that the crystallisation shall be effective only as to the relevant Floating Charge Assets in existence at the date of crystallisation.

4.4 Reconversion

Any charge which has crystallised under clause 4.1 (Crystallisation by notice) or 4.2 (Automatic crystallisation) may, by notice in writing given at any time by the Security Trustee to the Chargor, be reconverted into a floating charge in relation to the Assets specified in such notice.

4.5 Moratorium Assets

- (a) The floating charge created by the Chargor in clause 3.3 (Creation of floating charge) may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 in Schedule A1 of the Insolvency Act 1986.
- (b) The floating charge created by the Chargor in clause 3.3 (Creation of floating charge) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.

5 Title documents and transfers

Except as otherwise expressly agreed in writing by the Security Trustee, the Chargor shall:

- (a) promptly deposit with the Security Trustee (save in respect of the Authorised Investments which shall be dealt with in accordance with the terms of the Common Terms Agreement) and the Security Trustee shall be entitled to retain during the continuance of the security created by this Debenture, all deeds and documents of title relating to all its Fixed Security Assets, including policies of insurance and assurance, certificates of registration and certificates constituting or evidencing Investments and Intellectual Property Rights; and
- (b) promptly execute and deliver to the Security Trustee such documents and transfers and give such instructions and perform such other acts as the Security Trustee may require at any time to constitute or perfect an equitable or legal charge (at the Security Trustee's option) over the Investments.

6 Collection of receivables, investments and book debts

6.1 Receivables

The Chargor will, as agent for the Security Trustee, collect all Receivables, Authorised Investments and their respective Derivative Rights and all other rights and claims charged to the Security Trustee under this Debenture, and pay the proceeds into the Account specified for this purpose pursuant to the Common Terms Agreement forthwith on receipt. The Chargor shall, pending such payment, hold all money so received upon trust for the Security Trustee.

6.2 Security Trust and Intercreditor Deed and Accounts Agreement

The Chargor shall not withdraw all or any moneys from time to time standing to the credit of any Account except in accordance with the terms of the Finance Documents.

6.3 No derogation

The Chargor shall not purport, without the Security Trustee's (acting in accordance with the terms of this Debenture and the Security Trust and Intercreditor Deed) prior written consent to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery.

6.4 Information

The Chargor shall deliver to the Security Trustee such particulars as to the amount and nature of its Receivables as the Security Trustee may from time to time require.

7 Negative pledge and other restrictions

The Chargor shall not:

- (a) create or agree to create or permit to subsist any Security Interest or any trust over all or any of its Assets, except as permitted by and in accordance with the Finance Documents; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose or part with possession of the whole or any part of its Assets, save as permitted by and in accordance with the Finance Documents.

8 Further assurance

8.1 The Chargor shall:

- (a) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s) in each case for the benefit of the Beneficiaries):
 - (i) to perfect or protect any Security Interest created or intended to be created under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other Security Interest over all or any of the assets which are, or are intended to be, the subject of the

Security Interests created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents) or for the exercise of any rights, powers and remedies of the Security Trustee or any Beneficiary provided by or pursuant to the Finance Documents or by law;

- (ii) to confer on the Security Trustee or confer on the Finance Parties security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to the Security Documents; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security intended to be conferred by or pursuant to the Security Documents; and
- (b) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Trustee or the Beneficiaries by or pursuant to the Finance Documents.

8.2 Notices of Assignment under clause 8.1

If the Chargor enters into an assignment in favour of the Security Trustee pursuant to clause 8.1 (Further assurance) it shall at the same time enter into notices of that assignment substantially in the form set out in Schedule 4 (Form of Notice of Assignment and acknowledgement of receipt – Documents) and shall give such notices of assignment to the relevant party and use all reasonable endeavours to procure that each such party promptly duly signs and returns the form of acknowledgement thereon.

9 Right of appropriation

- 9.1 The Parties acknowledge and intend that the charges over any of the Chargor's Assets comprising financial collateral (within the meaning of the Financial Collateral Arrangements (No 2) Regulations 2003) provided under or pursuant to this Debenture will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Arrangements (No 2) Regulations 2003.
- 9.2 The Security Trustee may, on or at any time after the security constituted by this Debenture becomes enforceable, by notice in writing to the Chargor, appropriate with immediate effect any of its Assets hereby charged comprising financial collateral which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Arrangements (No 2) Regulations 2003) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Trustee or otherwise.
- 9.3 The value of any financial collateral appropriated under clause 9.2 shall be:
- (a) in the case of cash, its face value at the time of appropriation; and
 - (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Trustee by reference to a public index or other applicable generally recognised source or such other process as the Security Trustee may select, including an independent valuation carried out by an independent firm of accountants or valuers appointed by the Security Trustee,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Trustee.

- 9.4 The Security Trustee will account to the Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums then due and the Chargor shall remain liable to the Security Trustee for any amount by which the value of the appropriated Assets is less than the Secured Sums then due.
- 9.5 The Chargor agrees that (i) all Assets referred to in clause 9.2 have been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Trustee or a person acting on its behalf (subject, in the case of the Accounts, to the terms of the Common Terms Agreement and the Accounts Agreement); and (ii) the method of valuing such Assets under clause 9.3 is commercially reasonable.

10 Continuing security

10.1 Continuing security

This Debenture shall be a continuing security for the Beneficiaries, notwithstanding any intermediate payment or settlement of accounts or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, or other rights exercisable by any Beneficiary as banker against the Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Beneficiary.

10.2 Consolidation of Mortgages

Section 93 of the Law of Property Act 1925, dealing with consolidation of mortgages, shall not apply to this Debenture.

11 Land

11.1 Positive Covenants

The Chargor covenants that it shall:

(a) Repair:

Keep all its buildings and all its plant, machinery, fixtures, fittings and other effects charged by it under this Debenture in good and substantial repair (fair wear and tear excepted) and in good working order and condition and will not, without the prior written consent of the Security Trustee, alter, pull down, remove or dispose of any of them, except as permitted under the Finance Documents;

(b) Notices, orders and proposals:

Supply to the Security Trustee copies of any notice, order or proposal affecting its Land which may be materially adverse to the interests of the Beneficiaries:

- (i) within seven (7) days of receipt where it is received from any competent authority or tenant; and
- (ii) within three (3) days of receipt where it is received from any landlord,

and at its cost either punctually comply with such notice or order or (if so requested by the Security Trustee (acting reasonably)) make or join with the Security Trustee in making such objections or representations or taking such other steps as the Security Trustee (acting reasonably) may think fit;

(c) **Acquisitions:**

Notify the Security Trustee immediately upon its acquisition of any Land;

(d) **Access to Land:**

Permit the Security Trustee (but without the Security Trustee being under any obligation to do so) to inspect, at reasonable times and on reasonable notice, any of its Land.

12 Intellectual Property Rights

12.1 Positive Covenants

The Chargor shall:

(a) **Filings and registrations:**

Promptly file and register at such patent, trade mark or other intellectual property register or authority as may be available for the purpose (in the UK or elsewhere) in such name as may be required by the law of the place of registration, such of the following as may be capable of filing or registration there:

- (i) this Debenture;
- (ii) if so requested by the Security Trustee all licences of Intellectual Property Rights granted to or acquired by it; and
- (iii) all future assignments, mortgages and/or charges of Intellectual Property Rights made pursuant to this Debenture,

and maintain or renew such filings and registrations where applicable.

13 Investments

13.1 Voting and other rights:

The Chargor undertakes not to exercise any voting powers or rights in a way which would be reasonably likely to prejudice the value of its Investments or otherwise to jeopardise the Security Interest constituted by this Debenture over them.

13.2 Before Enforcement:

Unless and until this Debenture becomes enforceable:

- (a) all voting powers and rights attaching to Investments belonging to the Chargor shall continue to be exercised by the Chargor for so long as it remains their registered owner and such Chargor shall not permit any person other than the Chargor, the Security Trustee or the Security Trustee's nominee(s) to be registered as holder of such Investments or any part of them; and

- (b) if Investments belonging to the Chargor are registered in the name of the Security Trustee or the Security Trustee's nominee(s), all voting powers and rights attaching to them shall be exercised by the Security Trustee or the Security Trustee's nominee in accordance with instructions in writing from time to time received from the Chargor and, in the absence of any such instructions, the Security Trustee or the Security Trustee's nominee(s) shall not exercise any such rights.

13.3 After Enforcement

At any time on or after this Debenture becomes enforceable:

- (a) the Security Trustee may, for the purpose of protecting its and the Secured Finance Parties interests in relation to the Secured Sums, exercise (but is not obliged to exercise) in the name of the Chargor or otherwise and without any further consent or authority on the part of the Chargor, all voting powers and rights attaching to the Investments as it sees fit, including any rights to nominate or remove a director, as if the Security Trustee (acting for the benefit of the Beneficiaries) were the sole beneficial owner of the Investments;
- (b) all Derivative Rights shall, if received by the Chargor or the Security Trustee nominee, be held on trust for and forthwith paid or transferred to the Security Trustee; and
- (c) the Chargor shall (and shall procure that the Security Trustee's nominee(s) shall) accept short notice for and attend any shareholders meetings relating to the Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Investments as the Security Trustee may direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Sums.

For the avoidance of doubt, unless and until the Security Trustee takes any steps or exercise any voting powers or rights attaching to the Investments after becoming entitled (but not obliged) to do so under this clause, all such powers and rights remain with the Chargor.

14 Opening of new accounts

14.1 Creation of new account

On receiving notice that the Chargor has created a Security Interest over or otherwise encumbered or disposed of any of its Assets, a Beneficiary may rule off all its accounts and open new accounts with the Chargor.

14.2 Credits to new account

If a Beneficiary does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to such Beneficiary shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to such Beneficiary at the time when it received such notice.

15 Powers of sale, leasing and accepting surrenders**15.1 Section 103 of the LPA**

Section 103 of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Debenture. However, the Security Trustee shall not exercise such power of sale until this Debenture has become enforceable.

15.2 Powers of sale extended

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

- (a) grant a lease of any Land vested in the Chargor or in which it has an interest on such terms and conditions as the Security Trustee shall think fit; and
- (b) sever any fixtures from Land vested in the Chargor and sell them separately.

15.3 Privileges

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by law on mortgagees and receivers duly appointed under any law.

16 Appointment of a receiver or an administrator**16.1 Appointment**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture. At any time after:

- (a) the occurrence of an Event of Default which is outstanding; or
- (b) a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to the Chargor; or
- (c) notices to creditors are sent out under section 98 of the Insolvency Act 1986 in relation to the Chargor; or
- (d) a proposal is made in relation to the Chargor for a voluntary arrangement under Part I of the Insolvency Act 1986; or
- (e) a step or proceeding is taken in relation to the Chargor with a view to seeking a moratorium; or
- (f) a request has been made by the Holdco and/or the Chargor to the Security Trustee for the appointment of a Receiver or an administrator over its Assets or in respect of the Chargor,

this Debenture shall become enforceable and, notwithstanding the terms of any other agreement between the Chargor and any Beneficiary, the Security Trustee may (unless precluded by law) appoint in writing any person or persons to be a receiver, receiver and manager or receivers or receivers and managers of all or any part of the Assets of the

Chargor or, when permitted by law, an administrator or administrators of the Chargor, as the Security Trustee may choose in its entire discretion.

16.2 Power to act separately

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

16.3 Relationship with Security Trustee

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

16.4 Receiver's remuneration

The Security Trustee may from time to time determine the remuneration of a Receiver.

16.5 Removal of Receiver

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

16.6 Further appointments of a Receiver

Such an appointment of a Receiver shall not preclude:

- (a) the Security Trustee from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act; or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

16.7 Receiver's agency

The Receiver shall be the agent of the Chargor (which shall be solely liable for his (or any delegate or sub-delegate) acts, defaults and remuneration) unless and until the Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Trustee or the Beneficiaries or any of them. Without prejudice to the provisions of the Security Trust and Intercreditor Deed, no Beneficiary will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason in connection with the appointment of a Receiver.

17 Powers of a Receiver

17.1 General

The Receiver may exercise, in relation to the Chargor over whose Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) take possession of, collect and get in any of the Security Assets and, for that purpose, take any proceedings in the name of the Chargor or otherwise;
- (b) generally manage the Security Assets and manage or carry on, develop, reconstruct, amalgamate, diversify or concur in carrying on all of any part of the business of the Chargor;
- (c) make any arrangement or compromise or enter into or cancel any contracts;
- (d) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Assets of the Chargor, without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, Investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of the Chargor. Any such sale, lease or disposition may be made for cash payable by instalments, loan stock, other debt obligations, shares or Investments of another company, or other valuable considerations;
- (e) promote the formation of a Subsidiary of the Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of the Chargor;
- (f) sever any fixtures from Land and/or sell them separately;
- (g) exercise all voting and other rights attaching to Investments owned by the Chargor;
- (h) arrange for the purchase, lease, licence or acquisition of all or any Assets of the Chargor by any such Subsidiary on a basis whereby the consideration may be for cash, Investments, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (i) make and effect all repairs, renewals and improvements to the Assets of the Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit;
- (j) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (k) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (l) pay the proper administrative charges of any Beneficiaries in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the Chargor;
- (m) purchase or acquire any land and purchase, acquire or grant any interests in or rights over land;

- (n) commence and/or complete any building operations upon any Land of the Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit;
- (o) take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver may in his discretion think prudent to maintain in force or protect any of the Chargor's Intellectual Property Rights;
- (p) raise or borrow money or incur any other liability on any terms, whether secured or unsecured;
- (q) establish subsidiaries or acquire interests in any of the Security Assets and/or arrange for these subsidiaries to trade or cease to trade and acquire any of the Security Assets or any terms and conditions, whether or not including payment by instalments secured or unsecured;
- (r) settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Security Assets;
- (s) bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Security Assets or any of the businesses of the Chargor;
- (t) make any demand under and in accordance with any guarantees or other Investments from time to time held by the Chargor;
- (u) act as a Lenders' Representative under any Direct Agreement and to do all other acts and things as may be considered by the Receiver to be incidental to or conducive to that action including without limitation entering into and performing any step-in undertaking; and
- (v) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets.

18 Power of attorney

18.1 Appointment of attorney

The Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) perform any other act of any description;

which may be required of the Chargor under this Debenture or may be deemed by such attorney necessary or desirable for any purpose of this Debenture or to constitute, enhance or perfect the security intended to be constituted by it or to convey or transfer legal ownership of any Assets.

18.2 Ratification

The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

18.3 Sums recoverable

All sums expended by the Security Trustee or any Receiver under this clause 18 shall be recoverable from the Chargor under clause 24 (Costs, expenses and liabilities).

19 Other powers exercisable by the Security Trustee**19.1 Receiver's powers**

All powers of the Receiver conferred by this Debenture may be exercised by the Security Trustee after this Debenture has become enforceable. In that event, clause 17.1(k) (Powers of a Receiver) shall be read and construed as if the words "be charged on the Assets of the Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver".

19.2 Receipt of debts

The Security Trustee or any manager, officer, nominee or agent of the Security Trustee is hereby irrevocably empowered to:

- (a) receive all book debts and other debts and claims which may be assigned to the Security Trustee pursuant to this Debenture or clause 8 (Further assurance);
- (b) on payment to give an effectual discharge for them and on non-payment to take and institute (if the Security Trustee in its sole discretion so decides) all steps and proceedings either in the name of the Chargor or in the name of the Security Trustee for their recovery; and
- (c) agree accounts and to make allowances and to give time to any surety.

The Chargor ratifies and confirms whatever the Security Trustee or any manager, officer, nominee or agent of the Security Trustee shall do or purport to do under this clause 19.

19.3 Security Trustee's powers

The Security Trustee shall have no liability or responsibility to the Chargor arising out of the exercise or non-exercise of the powers conferred on it by this clause 19, except for gross negligence or wilful default of the Security Trustee.

19.4 No duty of enquiry

The Security Trustee need not enquire as to the sufficiency of any sums received by it in respect of any book debt or other debt or claim so assigned to it or make any claim or take any other action to collect in or enforce them.

20 Application of money received by the Security Trustee or a Receiver

20.1 Order of priority

Any monies received or realised under the powers conferred by this Debenture shall be paid or applied in the following order of priority, subject to the discharge of any prior-ranking claims:

- (a) in or towards satisfaction of the Secured Sums in the manner applicable under the terms of the Security Trust and Intercreditor Deed; and
- (b) as to the surplus (if any), to the person or persons entitled to it.

20.2 Suspense account

Until the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may place and keep to the credit of a suspense account any money received or realised by the Security Trustee by virtue of this Debenture. The Security Trustee shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums.

20.3 Discretion to apply

Until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

21 Protection of third parties

21.1 No duty to enquire

No purchaser from, or other person dealing with, the Security Trustee or any Receiver or administrator appointed under this Debenture shall be concerned to enquire whether any of the powers which the Security Trustee has exercised or purported to exercise has arisen or become exercisable, or whether this Debenture has become enforceable, or whether a Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Trustee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

21.2 Receipt

The receipt of the Security Trustee shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Security Trustee.

22 Protection of the Security Trustee and Receiver

22.1 Limitation

Neither the Security Trustee nor any Receiver shall be liable in respect of any Liability which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise,

any of their respective powers under or by virtue of this Debenture, except if and in so far as such Liability results from its or his own gross negligence or wilful default.

22.2 Entry into possession

Without prejudice to the generality of clause 22.1 (Limitation), neither the Security Trustee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Security Trustee enters into possession of any Assets, it shall be entitled at any time at its discretion to go out of possession.

23 Security Trustee

23.1 Security Trustee as trustee

The Security Trustee declares itself to be a trustee of this Debenture (and any other Security Interest created in its favour pursuant to this Debenture) for the Beneficiaries. The retirement of the person for the time being acting as Security Trustee and the appointment of a successor shall be effected in the manner provided for in the Security Trust and Intercreditor Deed.

23.2 Trustee Act 2000

The Parties agree that the Security Trustee shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.

23.3 No partnership

Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Beneficiaries and the Security Trustee.

24 Costs, expenses and liabilities

24.1 Costs and expenses

The Chargor shall, promptly on written demand, pay the Security Trustee the amount of all costs and expenses (including, without limitation, legal fees and expenses) reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of:

- (a) this Debenture and any other documents referred to in this Debenture; and
- (b) the completion of the transactions and perfection of the Security Interests contemplated in this Debenture.

24.2 Amendment costs

If the Chargor requests an amendment, waiver or consent of or under this Debenture, the Chargor must, promptly on written demand, reimburse the Security Trustee for the amount of all costs and expenses (including legal fees and expenses) reasonably incurred by the Security Trustee in responding to, evaluating, negotiating or complying with that request or requirement.

24.3 Enforcement costs

The Chargor shall pay to the Security Trustee, the amount of all costs and expenses (including legal fees and expenses) incurred by the Security Trustee and/or any other Beneficiary in connection with the exercise, enforcement of or the preservation of any rights under this Debenture (or any document contemplated herein) and the Security Documents and any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the Security Interests created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents or enforcing those rights.

24.4 Indemnity for Liabilities

The Chargor shall also, promptly on the Security Trustee's written demand:

- (a) reimburse or pay to the Security Trustee, its employees or agents, on demand (on the basis of a full indemnity) the amount of all Liabilities incurred by the Security Trustee, its employees or agents, in connection with:
 - (i) any default or delay by the Chargor in the performance of any of its obligations under this Debenture;
 - (ii) the exercise, or the attempted or purported exercise, by or on behalf of the Security Trustee of any of its powers or any other action taken by or on behalf of the Security Trustee with a view to or in connection with the recovery of the Secured Sums, the enforcement of the Security Interests created by this Debenture or for any other purpose contemplated in this Debenture;
 - (iii) the carrying out or consideration of any other act or matter which the Security Trustee may consider to be conducive to the preservation, or benefit of any Asset; and
 - (iv) any stamp duty, stamp duty reserve tax or similar tax which may be payable as a result of the execution or performance of this Debenture; and
- (b) indemnify each Lenders' Representative from and against all money and liabilities now or in the future due, owing or incurred by that Lenders' Representative under or pursuant to a Direct Agreement or any agreement entered into in connection with or pursuant to a Direct Agreement and under which the Lenders' Representative exercises any power to step-in and/or to assume any rights or obligations of the Chargor under or in relation to a Project Document, provided always that all amounts due hereunder shall be paid to the Security Trustee whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with the relevant Finance Document (after as well as before any demand or judgment).

25 Interest on overdue amounts

- 25.1 Any amount not paid in accordance with this Debenture when due shall (subject to clause 25.2 below) carry interest at the rate and in accordance with the terms contained in clause 19.4 (Default Interest) of the Security Trust and Intercreditor Deed or at such other rate as may be agreed between the Chargor and Beneficiary from time to time. In each case, interest shall accrue on a day to day basis until the date of irrevocable and unconditional repayment in full

and, if unpaid, shall be compounded on the terms set out in clause 19.4 (Default Interest) of the Security Trust and Intercreditor Deed or as may be agreed between the Chargor and the Beneficiary from time to time. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

- 25.2 Clause 25.1 above shall not apply to the extent that default interest on such amount for such period is charged pursuant to the relevant Finance Document and itself constitutes part of the Secured Sums.

26 Set-off

Subject to the terms of the Common Terms Agreement, Security Trust and Intercreditor Deed and the Accounts Agreement, the Security Trustee and each Beneficiary may at any time (without notice to the Chargor) retain any money standing to the credit of the Chargor with such Beneficiary in any currency upon any account or otherwise (whether or not in the Chargor's name) as cover for any Secured Sums and/or at any time or times without notice to the Chargor combine or consolidate all or any of such money with all or such part of the Secured Sums due or owing by it as such Beneficiary may select and such Beneficiary may purchase with any such money any other currency required to effect such combination or consolidation.

27 Transfer by a Beneficiary

- (a) Any Beneficiary may at any time assign and transfer all or any of its rights in relation to this Debenture to any person to whom it is permitted to transfer any of its rights under the relevant Finance Documents or otherwise grant an interest in them to any person in accordance with the Finance Documents.
- (b) The Security Trustee may assign and transfer all of its rights and obligations under this Debenture to any replacement Security Trustee appointed in accordance with the Security Trust and Intercreditor Deed. Upon such assignment and transfer becoming effective, the replacement Security Trustee shall be, and be deemed to be, acting as agent and trustee for each of the Beneficiaries (including itself) for the purposes of this Debenture in replacement of the previous Security Trustee.

28 Release of security

28.1 Redemption

Subject to clause 28.2 (Avoidance of Payments), if all Secured Sums have been unconditionally and irrevocably paid in full and none of the Beneficiaries are under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Finance Document, the Security Trustee will (at the request and cost of the Chargor), execute and do all such reasonable acts as may be necessary to release the Assets from the Security Interests constituted by this Debenture. Such release shall not prejudice the rights of the Security Trustee under clause 24 (Costs, expenses and liabilities).

28.2 Avoidance of Payments

If the Security Trustee considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Chargor under this Debenture and the Security Interests constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

29 Third party rights**29.1 Directly enforceable rights**

Pursuant to the Contracts (Rights of Third Parties) Act 1999:

- (a) the provisions of clause 14 (Opening of new accounts), clause 24 (Costs, expenses and liabilities), clause 26 (Set-off), clause 27 (Transfer by a Beneficiary), clause 34 (Governing law) and clause 35 (Jurisdiction) shall be directly enforceable by a Beneficiary;
- (b) the provisions of clause 16 (Appointment of a receiver or an administrator) to clause 22 (Protection of the Security Trustee and Receiver) (inclusive) shall be directly enforceable by any Receiver; and
- (c) the provisions of clause 21 (Protection of third parties) shall be directly enforceable by any purchaser.

29.2 Exclusion of Contracts (Rights of Third Parties) Act 1999

Save as otherwise expressly provided in clause 29.1 (Directly enforceable rights) no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Debenture.

29.3 Rights of the Parties to vary

Subject to the terms of the Security Trust and Intercreditor Deed, the Chargor and the Security Trustee (on behalf of the Beneficiaries) may by agreement vary any term of this Debenture (including this clause 29) without the necessity of obtaining any consent from any other person.

30 Forbearance, severability, variations and consents**30.1 Delay etc**

All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of any Beneficiary exercising, delaying in exercising or omitting to exercise any of them.

30.2 Severability

No provision of this Debenture shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

30.3 Illegality, invalidity, unenforceability

Any provision of this Debenture which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture.

30.4 Variations

No variation of this Debenture shall be valid and constitute part of this Debenture, unless such variation shall have been made in writing and signed by the Security Trustee (on behalf of the Beneficiaries) and the Chargor.

30.5 Consents

Save as otherwise expressly specified in this Debenture, any consent of the Security Trustee may be given absolutely or on any terms and subject to any conditions as the Security Trustee may determine in its entire discretion.

31 Counterparts

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

32 Notices

32.1 Communications in writing

Any communication to be made under or in connection with the Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter.

32.2 Addresses

The contact details (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Debenture is:

- (a) in the case of the Chargor, that identified with its name below; and
- (b) in the case of the Security Trustee, that identified with its name below,

or any substitute contact details or department or officer as each Party may notify to the other) by not less than five (5) Business Days' notice.

The contact details of the Chargor for this purpose are:

Address: Mid City Place, 71 High Holborn, London, WC1V 6BA

Attention: Tawanda Gwatinyanya

Email: tawanda.gwatinyanya@diamondtransmissioncorp.com

Phone: 020 7025 3493

with a copy to Matthew Pitts (matthew.pitts@diamondtransmissioncorp.com) and Gary Thornton (gary.thornton@diamondtransmissioncorp.com)

The contact details of the Security Trustee for this purpose are:

Address: Mizuho Bank, Ltd., Mizuho House 30 Old Bailey, London, EC4M 7AU

Fax number: +44 (0)20 3147 4118

Attention: Loan Agency

Email: loanagency@mhcb.co.uk

32.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:

- (a) if by way of email or fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under clause 32.2 (Addresses), if addressed to that department or officer.

32.4 Security Trustee

Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of and actually received by any department or officer identified as part of its address details at the end of this Debenture (or any substitute department or officer that the Security Trustee shall specify for this purpose).

33 Security Trustee

The provisions of clause 21 (Amendments and Waivers) and clause 17 (The Security Trustee) of the Security Trust and Intercreditor Deed shall apply to the Security Trustee's rights, obligations and duties under this Debenture as if set out in this Debenture in full.

34 Governing law

This Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by and construed and take effect in accordance with English law.

35 Jurisdiction

- 35.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (**Dispute**).
- 35.2 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.
- 35.3 This clause 35 is for the benefit of the Beneficiaries only. As a result, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

This Debenture has been executed as a deed and it shall take effect on the date stated at the beginning of this document.

Schedule 1

Documents

1 The following documents:

- (a) any Subordinated Loan Note Instrument made by the Chargor;
- (b) any Subordination Loan Note issued or owned by the Chargor;
- (c) the Shareholders' Agreement to which the Chargor is a party;
- (d) each O&M Agreement;
- (e) each O&M Guarantee;
- (f) the Sale and Purchase Agreement;
- (g) any guarantees given by any person or any letters of credit issued in respect of the obligations of any person (other than the Company) under any agreement listed above;
- (h) any collateral warranty or direct agreement entered into in relation to any agreement listed above and, in each case where entered into after the date of the Common Terms Agreement, approved by the Global Agent (acting on the instructions of the Majority Senior Creditor Instructing Group);
- (i) each Management Services Agreement;
- (j) the OFTO Licence;
- (k) the Lease;
- (l) the STC;
- (m) the STC Framework Agreement and any deed of accession to the STC Framework Agreement entered into by the Chargor;
- (n) the Property Documents;
- (o) the Interface Agreements;
- (p) any other agreement designated as a Project Document under the Common Terms Agreement;
- (q) the Transferred Documents;
- (r) the Insurances;
- (s) the Cable Protection Agreement;
- (t) any guarantee in favour of the Chargor; and
- (u) any Hedging Arrangement and Hedging Agreement.

2 Any other agreement to which the Chargor is a party.

- 3 Any document which replaces, amends, varies or supplements any of the documents listed above.

Schedule 2

Registered Land to be Mortgaged

Name of Registered Proprietor	Description of Property	Title Number
Diamond Transmission Partners RB Limited	Lease of offshore substation and cable corridor dated 15 September 2015 between (1) The Crown Estate Commissioners and (2) Race Bank Wind Farm Limited as varied by a deeds of variation dated 16 February 2016 and 21 December 2016 and as assigned to Diamond Transmission Partners RB Limited on or about the date of this Deed	N/A
Diamond Transmission Partners RB Limited	Lease of onshore substation dated 12 December 2013 between (1) Centrica Renewable Energy Limited and (2) Race Bank Wind Farm Limited (then known as Centrica (RBW) Limited as varied by a deed of variation dated on or about the date of this Deed	NK434385
Diamond Transmission Partners RB Limited	Freehold property known as Land at Walpole Bank, Walpole St Andrew, Wisbech	NK381608
Diamond Transmission Partners RB Limited	Freehold property known as Land lying to the south of Frenchs Road, Walpole St Andrew, Wisbech	NK417945

Unregistered Land subject to First Registration upon the Execution of this Debenture

Name of Registered Proprietor	Description of Property	Title Number
N/A	N/A	N/A

The address for service of the Security Trustee in the case of registered land is:

Address: Mizuho Bank, Ltd., Mizuho House 30 Old Bailey, London, EC4M 7AU

Fax number: +44 (0) 203 147 4118

Attention: Loan Agency

Schedule 3

Accounts

Account Bank: Mizuho Bank, Ltd.

Name of Account	Account Number	IBAN
Compensation Account		
Debt Service Reserve Account		
Disposals Account		
Maintenance Reserve Account		
Distributions Account		
Distributions Reserve Account		
Insurance Account		
Tail Reserve Account		
Proceeds Account		
Decommissioning Reserve Account		

and any other account designated as such in accordance with the Finance Documents for the purposes of this Debenture.

Schedule 4

Form of Notice of Assignment and acknowledgement of receipt – Documents

To: [Details of Party to Document]

Date:

Dear Sirs

[Description of Relevant Document] (Document)

We refer to the Document. We refer also to a debenture (**Deed**) dated ♦ 2019 made between [] as Security Trustee for certain beneficiaries named therein (**Security Trustee**) and ourselves (**Chargor**).

We hereby give you notice that by a first ranking assignment contained in the Deed, all of the Chargor's present and future right, title, interest and benefit in, under and to the Document including any sums payable to the Chargor pursuant to all representations and warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor in respect of or pursuant to the Document, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Document and any net proceeds of any claims, awards and judgments which may at any time be received or receivable by the Chargor pursuant to the Document, together with the benefit of all powers and remedies for enforcing the same were assigned to the Security Trustee by way of security.

We irrevocably and unconditionally instruct and authorise you as follows (notwithstanding any previous directions which we may have given you to the contrary):

- 1 All moneys payable by you to the Chargor pursuant to the Document shall be paid into account number [] in the Chargor's name held with Mizuho Bank, Ltd. sort code [] (**Proceeds Account**) unless and until otherwise directed by the Security Trustee whereupon such moneys shall be paid in accordance with the instructions of the Security Trustee;
- 2 Notwithstanding the assignment referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Chargor shall remain liable under the Document to perform all the obligations assumed by it under the Document and neither the Security Trustee nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Document;
- 3 The Chargor shall not vary or waive (or agree to vary or waive) any provision of the Document or exercise any right to rescind or terminate the Document without the prior written consent of the Security Trustee but otherwise the Chargor shall be entitled to exercise all its rights, powers and discretions under the Document unless and until you receive written notice from the Security Trustee to the contrary, in which event all rights, powers and discretions shall be exercisable by the Security Trustee or as it directs;
- 4 Unless otherwise directed by the Security Trustee, you shall furnish or disclose to the Security Trustee in addition to ourselves all notices, matters or things required under the Document to be furnished and disclosed to ourselves.

All notices, matters or things required to be sent to the Security Trustee under the terms of this notice shall be sent to the Security Trustee at the address set out below or to such other address as shall be notified to you from time to time.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Trustee together give you notice in writing revoking them.

This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England. Please acknowledge receipt of this notice of assignment and confirm that:

- (a) You will pay all sums due under the Document as directed by or pursuant to this notice of assignment;
- (b) You will not claim or exercise any set-off or counterclaim in respect of sums payable under the Document;
- (c) You have not received any other notice of assignment or charge of the Document or that any third party has or will have any right or interest whatsoever in, or has made or will be making any claim or demand or taking any action whatsoever in respect of the Document; and
- (d) You agree to and will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Trustee at [] marked for the attention of [].

Signed

For and on behalf of

Diamond Transmission Partners RB Limited

[On Duplicate:

To: [] (as Security Trustee)

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in the notice of assignment.

Signed Date:

For and on behalf of
[Party to Assigned Contract]]

