



Registration of a Charge

Company Name: **CONRAD (MIDDLETON JUNCTION) LIMITED**

Company Number: **10969392**



Received for filing in Electronic Format on the: **11/05/2021**

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Details of Charge

Date of creation: **05/05/2021**

Charge code: **1096 9392 0001**

Persons entitled: **CLOSE LEASING LIMITED ACTING AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED WITHIN)**

Brief description: **ALL THAT LEASEHOLD PROPERTY KNOWN AS LAND AT PANDORA BUSINESS PARK, GREENGATE, MIDDLETON, MANCHESTER, M24 1RU CURRENTLY UNDERGOING REGISTRATION AT HM LAND REGISTRY AND ALLOCATED PROVISIONAL LEASEHOLD TITLE NUMBER MAN373145 AND MAN373142 AS MORE PARTICULARLY DESCRIBED IN THE LEASE DATED 17 DECEMBER 2020 AND MADE BETWEEN (1) INVOLUTION PROPERTIES LTD AND (2) CONRAD (MIDDLETON JUNCTION) LIMITED BEING PART OF (I) THE FREEHOLD LAND REGISTERED AT HM LAND REGISTRY WITH FREEHOLD TITLE ABSOLUTE TITLE NUMBER GM19661 AND (II) THE LEASEHOLD LAND REGISTERED AT HM LAND REGISTRY WITH LEASEHOLD TITLE ABSOLUTE TITLE NUMBER GM392401, FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10969392

Charge code: 1096 9392 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2021 and created by CONRAD (MIDDLETON JUNCTION) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2021 .

Given at Companies House, Cardiff on 12th May 2021

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



Companies House



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

DATE: 5 May 2021

DEBENTURE

Between

CONRAD (MIDDLETON JUNCTION) LIMITED
(as Chargor)

and

CLOSE LEASING LIMITED
(as Security Trustee)

CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 131 228 8888

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THIS DEBENTURE is made as a deed on the 5 day of May 2021

BETWEEN:

- (1) **CONRAD (MIDDLETON JUNCTION) LIMITED**, a company incorporated in England and Wales with company number 10969392 and having its registered office at Suites D & E Windrush Court, Blacklands Way, Abingdon, England (the “**Chargor**”); and
- (2) **CLOSE LEASING LIMITED**, registered in England and Wales with company number 06377532, whose registered office is situated at Olympic Court, Third Avenue, Trafford Park Village, Manchester M17 1AP, as security trustee for the Secured Parties (the “**Security Trustee**”).

WHEREAS:

- (A) The Chargor enters into this Debenture in connection with the Facility Agreement (as defined below).
- (B) The board of directors of the Chargor is satisfied that the giving of the security contained or provided for in this Debenture is in the interests of the Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

Definitions

- 1.1 Terms defined in the Facility Agreement shall, unless otherwise defined in this Debenture, have the same meanings when used in this Debenture and in addition in this Debenture:

“**Accounts**”: has the meaning given to it in the Facility Agreement;

“**Authorisation**”: means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“**Borrower**”: means Conrad (Cherwell) Limited, registered in England and Wales with company number 12278725.

“**Charged Property**”: means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture.

“**Default Rate**”: means the rate provided by Clause 9 (*Default Interest*) of the Facility Agreement as if the amount concerned was a Development Facility Loan.

“**Enforcement Event**”: means any of the events referred to in Clause 12.1 (*Appointment of Receiver and Administrator*).

“**Excluded Property**”: means all moneys from time to time deposited or standing to the credit of the Borrower Receipts Account, each Operating Account and the Distributions Account.

“**Expenses**”: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Debenture or in protecting, preserving, defending or enforcing the security constituted by this Debenture or in exercising any rights, powers or remedies provided by or pursuant to this

Debenture (including any right or power to make payments on behalf of the Chargor under the terms of this Debenture) or by law in each case on a full indemnity basis.

“Facility Agreement”: means the up to £80,000,000 loan facilities agreement dated 20 December 2019 (as amended on 9 July 2020) between (1) the Original Obligors, (2) the Arranger, (3) the Original Lenders, (4) the Agent and (5) the Security Trustee to which the Chargor shall accede in the capacity of Obligor on or around the date of this Debenture.

“Insurances”: means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy including, for the avoidance of doubt, the Insurances (as defined in the Facility Agreement).

“Intellectual Property”: means:

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences; and
- (d) all know-how, confidential information and trade secrets,

including, without limitation, any specified in Schedule 3.

“LPA”: means the Law of Property Act 1925.

“Mortgaged Property”: means any freehold, commonhold or leasehold property the subject of the security constituted by this Debenture and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it.

“Obligors”: means the Original Obligors and any Project Company which accedes to the Facility Agreement as an Obligor.

“Original Obligor”: means each of the Borrower, Conrad (Sandycroft) Limited (Company number 10969652) and Conrad (Calne) Limited (Company number 10969552).

“Planning Acts”: means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

“Premises”: means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

“Receiver”: means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

“Related Rights”: means:

- (a) all dividends, interest and other distributions of any kind and any other moneys paid or payable from time to time in respect of any of the Securities;
- (b) all allotments, accretions, rights, shares, securities, money or other property accruing, offered or issued from time to time by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise in respect of any of the Securities; and
- (c) all other rights, assets and advantages from time to time attaching to or deriving from or exercisable by virtue of the ownership of any of the Securities.

“Secured Liabilities”: means all present and future indebtedness, moneys, obligations and liabilities of or from the Obligors to the Security Trustee, under the Finance Documents (including any liability in respect of any further advances made under the Finance Documents), whether principal, interest or otherwise, in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other manner or capacity including, without limitation, all costs (including legal fees), charges and expenses incurred by the Security Trustee in relation to the recovery or attempted recovery of any indebtedness or moneys owing, or obligations or liabilities incurred, by any Obligor to the Security Trustee under the Finance Documents, together with all other amounts which may be or become due and payable by the Chargor under this Deed.

“Securities”: means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, together with all property and rights of the Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere, including, without limitation, any specified in Schedule 4.

“Specified Project Documents”: means each of the contracts and other agreements specified in Schedule 5 (*Specified Project Documents*).

“Specified Insurances”: means each of the contracts of insurance specified in Schedule 2 (*Specified Insurances*).

“Tax”: means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and Taxes shall be construed accordingly.

Construction

1.2 Any reference in this Debenture to:

- 1.2.1 without prejudice to any requirement for consent to the same, the **“Borrower”**, **“Security Trustee”**, the **“Chargor”**, any **“Finance Party”**, any **“Obligor”** or any other person shall be construed so as to include its successors in title, assignees and transferees and in the case of the Security Trustee, shall include any person for the time being appointed as additional security trustee pursuant to the Facility Agreement;
- 1.2.2 **“assets”** includes present and future assets, properties, revenues and rights of every description;
- 1.2.3 **“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);

- 1.2.4 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);
- 1.2.5 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 or department or of any regulatory, self-regulatory or other authority or organisation; and
- 1.2.6 a provision of law is a reference to that provision as amended or re-enacted.
- 1.3 Clause and Schedule headings are for ease of reference only.
- 1.4 Any reference in this Debenture to a mortgage, charge or assignment of any asset shall be construed so as to include:
 - 1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
 - 1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
 - 1.4.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) from time to time in or on that Mortgaged Property.
- 1.5 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Debenture, deemed to be incorporated into this Debenture insofar as is necessary to comply with Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Debenture that other term shall prevail.
- 1.6 Any reference in this Debenture to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
 - 1.6.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.6.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.6.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.6.4 the identity of the parties is changed;
 - 1.6.5 the identity of the providers of any security is changed;
 - 1.6.6 there is an increased or additional liability on the part of any person; or
 - 1.6.7 a new agreement is effectively created or deemed to be created.
- 1.7 Any reference in this Debenture to “**this Debenture**” shall be deemed to be a reference to this Debenture as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Debenture as amended, novated, assigned, supplemented, extended or restated from time to time and any reference in this Debenture to a

“Clause” or a “Schedule” is, unless otherwise provided, a reference to a Clause or a Schedule of this Debenture.

- 1.8 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.9 Where any provision of this Debenture is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.10 It is intended that this document shall take effect as and be a deed of the Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 1.11 Any change in the constitution of the Security Trustee or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Debenture.

Third Party Rights

- 1.12 Nothing in this Debenture is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Debenture which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

2. Covenant to Pay

Covenant to Pay

- 2.1 The Chargor covenants with the Security Trustee (as trustee for the Finance Parties) that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.

Interest

- 2.2 The Chargor covenants with the Security Trustee to pay interest on any amounts due under this Deed, if not paid when due, at the Default Rate.

3. Fixed Security

Charges

- 3.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (*Real Property*)).
- 3.2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future (in each case to the extent situated in England or Wales or governed by English law):
 - 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 (*Charges*) above);
 - 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;

- 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.2.4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 3.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 (to the extent not effectively assigned by way of security to the Security Trustee by virtue of Clause 3.3) all rights, howsoever arising, under the Capacity Agreements in respect of a CMU (including, without limitation, the right to receive payments under the Regulations for its commitment to meet a capacity obligation during a delivery year);
- 3.2.8 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.9 all moneys from time to time deposited in or standing to the credit of any bank account with any financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of the Accounts;
- 3.2.10 all Securities and their Related Rights;
- 3.2.11 all of its goodwill and uncalled capital;
- 3.2.12 all Intellectual Property;
- 3.2.13 to the extent not effectively assigned under clause 3.3 (*Assignment*):
- (a) the Specified Insurances; and
 - (b) the Specified Project Documents;
- 3.2.14 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them; and
- 3.2.15
- (a) all Project Documents;

- (b) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to the Project or the Property;
- (c) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
- (d) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
- (e) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person, including but not limited to the Hedging Agreement),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them, but all of the security granted under this Clause 3.2 shall exclude the Excluded Property.

Assignment

- 3.3 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Finance Parties) absolutely by way of a first legal assignment but only to the extent that they are capable of being assigned by way of security without the consent of any other party (subject to such consent being obtained in advance of such assignment) all of its right, title and interest in and to:

- (a) the Specified Insurances; and
- (b) the Specified Project Documents,

provided that on payment, performance or discharge in full of the Secured Liabilities the Security Trustee will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the assigned assets to that Chargor (as it shall direct).

4. Floating Charge

Creation of Floating Charge

- 4.1 In addition to the charges created pursuant to Clause 3 (*Fixed Security*) the Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not effectively charged by way of a fixed charge under clause 3.1 (*Charges*) or assigned under clause 3.3 (*Assignment*).

Qualifying Floating Charge

- 4.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*).

Conversion by Notice

- 4.3 The Security Trustee may by notice in writing at any time to the Chargor convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of the Chargor specified in the notice) if:
- 4.3.1 a Default has occurred; or
 - 4.3.2 the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by this Debenture over any of the Charged Property and/or the priority of that security.

Automatic Conversion

- 4.4 Notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:
- 4.4.1 the Chargor creates or attempts to create any Security Interest over any of the Charged Property (other than as permitted by and in accordance with the Facility Agreement or this Debenture);
 - 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property;
 - 4.4.3 an administrator is appointed in respect of the Chargor; or
 - 4.4.4 the Security Trustee receives notice of an intention to appoint an administrator in respect of the Chargor.

5. Negative Pledge

- 5.1 The Chargor shall not create or extend or permit to arise or subsist any Security Interest (other than any Security Interest constituted by this Debenture and any other Security Interests granted in favour of the Security Trustee) over the whole or any part of the Charged Property other than as permitted under the Facility Agreement or with the prior written consent of the Security Trustee.

6. Additional Charge

As security for the Secured Liabilities, the Chargor shall, at its own cost, on a date to be specified by the Lender pursuant to the terms of the Facility Agreement, execute and deliver to the Lender a supplemental debenture in the form contained at Schedule 9 to this Deed (the "Supplemental Debenture"), together with such other documents, deeds or notices as the Lender may reasonably require in order to perfect the security created or intended to be created pursuant to the Supplemental Debenture (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 be secured by the Supplemental Debenture) and the Chargor shall promptly apply to the Land Registry for registration of the Supplemental Debenture (to the extent that it relates to Mortgaged Property).

7. Perfection of Security

Registration at HM Land Registry

- 7.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Trustee in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, the Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against its title to such Mortgaged Property:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Close Leasing Limited referred to in the charges register”.

- 7.2 If the title to any Mortgaged Property is not registered at HM Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Trustee.
- 7.3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to any Mortgaged Property, the Chargor shall immediately provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Debenture, the Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

- 7.4 Subject to the provisions of the Facility Agreement, the Lenders are under an obligation to make further advances to the Obligors under the Facility Agreement and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.

Acquisition of New Land

- 7.5 In relation to any freehold, commonhold or leasehold property situated in England or Wales which is acquired by or on behalf of the Chargor after the date of this Debenture:
- 7.5.1 if the title to any such property is registered at HM Land Registry, the Chargor shall immediately apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Security Trustee to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Debenture against its title to that property;
- 7.5.2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, the Chargor shall immediately apply for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of this Debenture is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1; and
- 7.5.3 if the title to any such property represents the transfer of either part of a commonhold unit or part of the common parts of land registered as a freehold estate in commonhold land under the Commonhold and Leasehold Reform Act 2002, the Chargor shall also

procure that the application to register the transfer is accompanied by an application in Form CM3 to register the commonhold community statement that has been amended in relation to the transfer as required by Rule 15 or, as the case may be, Rule 16 of the Commonhold (Land Registration) Rules 2004,

and, in each such case, the Chargor shall, immediately after registration of it as the proprietor of the relevant registered estate, provide the Security Trustee with an official copy of the register recording the same.

Notices of Charge and Assignment

- 7.6 The Chargor shall, promptly upon the request of the Security Trustee from time to time, give or join the Security Trustee in giving:
- 7.6.1 a notice in the form set out in Part 1 of Schedule 6 (*Form of Notice of Assignment – Insurances*) or in such other form as the Security Trustee may reasonably require to the relevant insurers in respect of each of its Insurances;
 - 7.6.2 a notice in the form set out in Part 1 of Schedule 7 (*Form of Notice of Assignment – Specified Project Documents*) or, as applicable, Part 1 of Schedule 8 (*Form of Notice of Charge – Accounts not with the Close Account Bank*) or in such other form as the Security Trustee may reasonably require to each of the counterparties to each of the Specified Project Documents and to each bank or financial institution (other than the Security Trustee) in respect of each account of the Chargor opened or maintained with it;
 - 7.6.3 a notice in such form as the Security Trustee may reasonably require (having regard to, without limitation, the Regulations and the Capacity Market Rules 2014) to each of the counterparties to the Capacity Agreements; and
 - 7.6.4 in respect of any other asset which is charged or assigned pursuant to Clause 3 (*Fixed Security*), a notice of charge or, as applicable, assignment in such form as the Security Trustee may reasonably require to the relevant obligor, debtor or other third party (as the case may be).

Each such notice shall be duly signed by or on behalf of the Chargor and it shall use all reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Security Trustee a duly signed acknowledgement of that notice in the form set out in Part 2 of Schedule 6, or Part 2 of Schedule 7, or Part 2 of Schedule 8 as appropriate or in such other form in any case as the Security Trustee may reasonably require.

Acknowledgement of Notice

- 7.7 The execution of this Debenture by the Chargor and the Security Trustee shall constitute notice to the Security Trustee of the charge created by this Debenture over any account opened or maintained by the Chargor with the Security Trustee.

Deposit of Documents of Title

- 7.8 The Chargor shall promptly deposit with the Security Trustee (unless already held by its solicitors on behalf of and to the Security Trustee's order or at HM Land Registry for the purpose of registration of the security constituted by this Debenture) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property and shall promptly, upon the request of the Security Trustee from time to time, deliver to the Security Trustee all such other documents relating to the Mortgaged Property as the Security Trustee may reasonably require.

- 7.9 The Chargor shall promptly deposit with the Security Trustee all policy documents, documents of title and endorsements from time to time relating to the Insurances.

Deposit of Securities

- 7.10 The Chargor shall, in respect of any Securities which are in certificated form, promptly:
- 7.10.1 deposit with the Security Trustee or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities; and
 - 7.10.2 execute and deliver to the Security Trustee all share transfers and other documents as the Security Trustee may from time to time request in order to enable the Security Trustee (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Security Trustee may at any time following the occurrence of an Event of Default, without notice to the Chargor, and for so long as it is continuing complete and present such transfers and documents for registration in favour of itself or its nominee(s).
- 7.11 The Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Security Trustee, give or procure the giving of, in accordance with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Security Trustee (or its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title.
- 7.12 For the purposes of Clauses 7.10 and 7.11 (*Deposit of Securities*) above, the expressions “certificated”, “instruction”, “Operator”, “relevant system” and “uncertificated” shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001.

8. Further Assurance

Further Assurance

- 8.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require) in favour of the Security Trustee or its nominee(s) as so specified to:
- 8.1.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Chargor of a mortgage, charge, assignment or other Security Interest over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
 - 8.1.2 confer on the Security Trustee a Security Interest 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 this Debenture;
 - 8.1.3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Debenture or by law;
 - 8.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property; and/or
 - 8.1.5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in the Chargor after the date of this Debenture.

Necessary Action

- 8.2 The Chargor shall 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 conferred or intended to be conferred on the Security Trustee by or pursuant to this Debenture.

Obtaining Consent

- 8.3 The Chargor shall take all such action as may be required by the Security Trustee (acting reasonably) to obtain any necessary consent (in form and content satisfactory to the Security Trustee) to enable its assets to be mortgaged, charged or assigned pursuant to this Debenture. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Debenture (to the extent not already subject to such security). Each Chargor shall promptly deliver a copy of each such consent to the Security Trustee.

Acquisition of New Land

- 8.4 The Chargor shall immediately notify the Security Trustee of any acquisition by it of any freehold, commonhold or leasehold property or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property.

Implied Covenants for Title

- 8.5 Each of the mortgages, charges and assignments granted by the Chargor under this Debenture are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a), Section 3 and Section 4 of that Act shall extend to the Chargor without, in each case, the benefit of Section 6(2) of that Act.

9. Undertakings

General

- 9.1 The undertakings in this Clause 9 (*Undertakings*) remain in force from the date of this Debenture for so long as any amount is outstanding under this Debenture.

Restriction on Disposals

- 9.2 The Chargor shall not 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 of the whole or any part of the Charged Property, other than any disposal of any Charged Property (other than the Accounts which shall be operated in accordance with the terms of the Facility Agreement at all times) which is subject only to the floating charge created by Clause 4.1 (*Creation of Floating Charge*) or any other floating charge granted by the Chargor in favour of the Security Trustee (as trustee for the Finance Parties) in the ordinary and usual course of the Chargor's business as it is presently conducted or as permitted under the Facility Agreement.

Access

- 9.3 The Chargor shall permit the Security Trustee and any other person nominated by it access at all reasonable times during business hours and on not less than 24 hours' notice to enter upon and/or view the state and condition of the Charged Property in which it has an interest (without, in any case, becoming liable to account as mortgagee in possession).

Insurance

- 9.4 The Chargor shall comply with the undertakings relating to the Insurances pursuant to Clause 19.55 (*Insurance*) and Schedule 6 (*Insurances*) of the Facility Agreement.
- 9.5 The Chargor shall not do or cause or permit to be done or, as the case may be, not done, and shall not fail to disclose, any matter or thing which may make any such insurance as is required by Clause 9.4 (*Insurance*) above void or voidable.

Proceeds of Insurance

- 9.6 All moneys received or receivable by the Chargor under any Insurances shall be applied in accordance with the terms of the Facility Agreement.

Voting Rights and Dividends relating to Securities

- 9.7 At any time before an Enforcement Event:
- 9.7.1 the Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Security Trustee (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, **provided that** the Chargor shall not exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Facility Agreement or would, in the opinion of the Security Trustee, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Debenture; and
 - 9.7.2 the Chargor shall pay all dividends, interest and other moneys arising from the Securities in accordance with the Facility Agreement.
- 9.8 At any time after an Enforcement Event, the Security Trustee may at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):
- 9.8.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
 - 9.8.2 apply all dividends, interest and other moneys arising from the Securities in accordance with Clause 17.1 (*Order of Application*) and, if any of the same are paid or payable to the Chargor, the Chargor shall hold all such dividends, interest and other moneys on trust for the Security Trustee (as trustee for the Finance Parties) and pay the same immediately to the Security Trustee or as it may direct to be applied in accordance with Clause 17.1 (*Order of Application*);
 - 9.8.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Security Trustee (or its nominee(s)); and
 - 9.8.4 in addition to any other power created under this Debenture, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Debenture, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in Section 3 of the Trustee Act 2000, *provided that* the duty of care set out in Section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Security Trustee (or its nominee(s)) in respect of securities or property subject to a trust.

Calls and Other Obligations in respect of Securities

- 9.9 The Chargor shall promptly pay all calls and other payments which may be or become due in respect of all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to make such payments on behalf of the Chargor. Any sums so paid by the Security Trustee shall be reimbursed by the Chargor to the Security Trustee on demand and shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).
- 9.10 The Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.
- 9.11 Neither the Security Trustee nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.
- 9.12 The Chargor shall copy to the Security Trustee and comply with all requests for information which is within its knowledge and which are made under Section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) the Chargor.
- 9.13 The Chargor shall not, without the prior written consent of the Security Trustee, do or cause or permit to be done anything which shall require any company in which any of the Securities is held to treat any person who is not the registered holder of any of the Securities as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Securities, except pursuant to the terms of this Debenture, such consent not to be unreasonably withheld.

Book Debts and Other Debts

- 9.14 Subject to the terms of the Facility Agreement, the Chargor shall not, without the prior written consent of the Security Trustee, at any time deal with its book debts and other debts and monetary claims except by getting in and realising them in the ordinary and usual course of its business and paying them in to such account as is required pursuant to the terms of the Facility Agreement from time to time.

Bank Accounts

- 9.15 Subject to clause 22 (*Accounts*) of the Facility Agreement, the Chargor agrees with the Security Trustee that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on:
- 9.15.1 any Account; or
- 9.15.2 any other account with any bank or financial institution (other than the Security Trustee),
- except, in any case, with the prior written consent of the Security Trustee or as permitted under the Facility Agreement.
- 9.16 At any time after an Event of Default has occurred, the Chargor shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any of the Accounts except with the prior written consent of the Security Trustee.

Premises, Plant and Machinery

- 9.17 The Chargor shall at all times, to the Security Trustee's satisfaction, repair and keep the Premises in good and substantial repair and condition.
- 9.18 If default shall be made by the Chargor in complying with Clause 9.17 (*Premises, Plant and Machinery*) above, the Security Trustee may (but shall not be obliged to) carry out any necessary repairs and the Chargor shall permit the Security Trustee and its agents and contractors to take any of the steps referred to in Clause 9.25 (*Remedying Mortgaged Property Defaults*) below for this purpose. All moneys expended by the Security Trustee in taking any such steps shall be reimbursed by the Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).
- 9.19 The Chargor shall not, without the prior written consent of the Security Trustee, such consent not to be unreasonably withheld, carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises.

Mortgaged Property

- 9.20 The Chargor shall not, except with the prior written consent of the Security Trustee or as permitted under the Facility Agreement:
- 9.20.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Mortgaged Property; or
- 9.20.2 create any licence in respect of any Mortgaged Property, or let any person into occupation of, or share occupation of, any Mortgaged Property or grant any other proprietary or other right or interest in any Mortgaged Property.
- 9.21 The Chargor shall:
- 9.21.1 observe and perform all the terms on its part contained in any lease or agreement for lease comprised within the Mortgaged Property; and
- 9.21.2 duly and punctually perform and observe and indemnify the Security Trustee for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Mortgaged Property.
- 9.22 The Chargor shall not:
- 9.22.1 enter into any onerous or restrictive covenants affecting the Mortgaged Property; or
- 9.22.2 sever or unfix or remove any of the fixtures from any Mortgaged Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with Clause 9.17 (*Premises, Plant and Machinery*) above).
- 9.23 The Chargor shall pay or cause to be paid on demand (except when contested on reasonable grounds) all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of the Mortgaged Property or by the owner or occupier of the Mortgaged Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Security Trustee or any Receiver or Delegate they shall be reimbursed by the Chargor to the Security Trustee or such Receiver or Delegate on demand and shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Trustee or such Receiver or Delegate until reimbursed (after as well as before any judgment).

- 9.24 Subject to the terms of the Facility Agreement, the Chargor shall not:
- 9.24.1 make or, insofar as it is able, permit others to make any application for planning permission in respect of any Mortgaged Property;
 - 9.24.2 carry out or permit to be carried out on any Mortgaged Property any development (within the meaning of that expression in the Planning Acts); or
 - 9.24.3 make any VAT election in relation to any Mortgaged Property.

Remedying Mortgaged Property Defaults

- 9.25 In case of any default which is outstanding by the Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Mortgaged Property, the Chargor shall permit the Security Trustee and its agents and contractors to:
- 9.25.1 enter on the Mortgaged Property on not less than 24 hours' notice;
 - 9.25.2 comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
 - 9.25.3 take any action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.
- 9.26 All moneys expended by the Security Trustee in taking any steps referred to in Clause 9.25 (*Remedying Mortgaged Property Defaults*) above shall be reimbursed by the Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

Specified Project Documents

- 9.27 The Chargor shall not make or agree to make any amendments, variations or modifications to the Specified Project Documents or waive any of its rights under the Specified Project Documents, without the prior written consent of the Security Trustee or except as permitted by and in accordance with the Facility Agreement.

Information

- 9.28 The Chargor shall promptly supply to the Security Trustee such information as the Security Trustee may reasonably require about the Charged Property and its compliance with the terms of this Debenture and such further information regarding its financial condition, assets and operations as the Security Trustee may reasonably request.
- 9.29 The Chargor shall promptly notify the Security Trustee in writing of any action, claim or demand made by or against it in connection with all or any part of the Charged Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with the Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Security Trustee's approval of such proposals, implement them at its own expense.

Notices relating to Charged Property

- 9.30 The Chargor shall, within ten (10) Business Days' of receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Charged Property:

- 9.30.1 deliver a copy to the Security Trustee;
- 9.30.2 inform the Security Trustee of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and
- 9.30.3 comply with any request by the Security Trustee to take such action as the Security Trustee may believe necessary to preserve or protect the Charged Property or the security constituted or intended to be constituted by this Debenture.

Not Jeopardise Security

- 9.31 The Chargor shall not do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the security constituted or intended to be constituted by this Debenture, except to the extent permitted by and in accordance with the terms of this Debenture or the Facility Agreement.

10. Enforcement of Security

When Security becomes Enforceable

- 10.1 The security constituted by this Debenture shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the LPA, as varied or extended by this Debenture, shall be immediately exercisable upon and at any time after the occurrence of an Enforcement Event.
- 10.2 After the security constituted by this Debenture has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

Right of Appropriation

- 10.3 To the extent that any of the Charged Property constitutes “financial collateral” and this Debenture and the obligations of the Chargor under this Debenture constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “FCA Regulations”)), the Security Trustee shall have the right, at any time after an Enforcement Event has occurred, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this Clause 10.3 (*Right of Appropriation*) shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Security Interests

- 10.4 At any time after an Enforcement Event has occurred, the Security Trustee or any Receiver may:
 - 10.4.1 redeem any prior Security Interest over any Charged Property; or
 - 10.4.2 procure the transfer of that Security Interest to the Security Trustee; or

- 10.4.3 settle and pass the accounts of the person or persons entitled to such Security Interest (and any accounts so settled and passed shall (subject to manifest error) be conclusive and binding on the Chargor).
- 10.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the Chargor to the Security Trustee and each Receiver on demand and shall be secured by this Debenture.

11. Extension and Variation of the LPA

General

- 11.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Debenture.
- 11.2 Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Debenture.
- 11.3 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee and any Receiver at any time after the security constituted by this Debenture has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA.

Privileges

- 11.4 Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

12. Appointment of Receiver and Administrator

Appointment

- 12.1 At any time:
- 12.1.1 following the occurrence of an Event of Default;
- 12.1.2 after the Chargor has failed to pay all or any of the Secured Liabilities following a demand by any of the Finance Parties for payment of the same ;
- 12.1.3 after an application is presented for the making of an administration order in relation to the Chargor;
- 12.1.4 after any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Chargor or files such a notice with the court; or
- 12.1.5 after the Chargor so requests the Security Trustee in writing,

the Security Trustee may without prior notice to the Chargor:

- (a) appoint free from the restrictions imposed by Section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every respect as if the Security Trustee had become entitled under the LPA to exercise the power of sale conferred under the LPA; or
- (b) appoint one or more persons to be an administrator of the Chargor.

Removal

- 12.2 The Security Trustee may by writing under its hand (or by an application to the court where required by law):
- 12.2.1 remove any Receiver appointed by it; and/or
- 12.2.2 whenever it deems it expedient, appoint any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

- 12.3 The powers of appointment of a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of appointment of the Security Trustee under the LPA (as extended by this Debenture) or otherwise and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Charged Property.

Capacity of Receiver

- 12.4 Each Receiver shall be deemed to be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.
- 12.5 The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.
- 12.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Debenture and by law) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

- 12.7 The Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by Section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Debenture, which shall be due and payable immediately upon its being paid by the Security Trustee.

13. Powers of Receiver

General

- 13.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 13 (*Powers of Receiver*) in addition to those conferred by law.
- 13.2 Without prejudice to the generality of this Clause 13 (*Powers of Receiver*), each Receiver shall have all the rights, powers and discretions of an administrative receiver under Schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

Specific Powers

- 13.3 Each Receiver shall following an Enforcement Event have the following powers (and every reference in this Clause 13.3 (*Specific Powers*) to the "Charged Property" shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):

- 13.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
- 13.3.2 power to take immediate possession of, get in and collect any Charged Property;
- 13.3.3 power to carry on the business of the Chargor as he thinks fit;
- 13.3.4 power (but without any obligation to do so) to:
- (a) make and effect all repairs, alterations, additions and insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
 - (b) commence or complete any building operations on the Charged Property;
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property; and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent the Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,
- in each case as he thinks fit;
- 13.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by the Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the Chargor on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));
- 13.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Charged Property either in priority to the security constituted by this Debenture or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 13.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 13.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of the Chargor;
- 13.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 13.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Charged Property;

- 13.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to the Chargor which may seem to him to be expedient;
- 13.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 13.3.13 power to form a subsidiary of the Chargor and transfer to that subsidiary any Charged Property;
- 13.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 13.3.15 power to call any meeting of the members or directors of the Chargor in order to consider such resolutions or other business as he thinks fit;
- 13.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same; and
- 13.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Debenture.

Security Trustee's Powers

- 13.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Debenture (either expressly or impliedly) upon a Receiver may after the security constituted by this Debenture has become enforceable be exercised by the Security Trustee in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

14. Discretions and Delegation

Discretion

- 14.1 Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 14.2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Debenture (including the power of attorney).
- 14.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit.
- 14.4 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

15. Power of Attorney

Appointment and Powers

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

15.1.1 carrying out any obligation imposed on the Chargor by this Debenture; and

15.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Debenture or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

15.2 The power given under clause 15.1 may be exercised at any time after:

15.2.1 the expiry of three Business Days' following the failure by the Chargor to do that which it is required to do by the terms of this Deed; or

15.2.2 an Enforcement Event has occurred, which is continuing.

Ratification

15.3 The Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 15.1 (*Appointment and Powers*).

16. Protection of Purchasers

Consideration

16.1 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of the Chargor) or in making any acquisition in the exercise of their respective powers, the Security Trustee, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

16.2 No person (including a purchaser) dealing with the Security Trustee, any Receiver or any Delegate shall be bound to enquire:

16.2.1 whether the Secured Liabilities have become payable;

16.2.2 whether any power which the Security Trustee or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or

16.2.3 whether any money remains due under the Finance Documents; or

16.2.4 how any money paid to the Security Trustee or to any Receiver or Delegate is to be applied,

or shall be concerned with any propriety, regularity or purpose on the part of the Security Trustee or any Receiver or Delegate in such dealings or in the exercise of any such power.

17. Application of Proceeds

Order of Application

- 17.1 All moneys received or recovered by the Security Trustee, any Receiver or any Delegate pursuant to this Debenture, after the security constituted by this Debenture has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from the Chargor):
- 17.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
 - 17.1.2 in or towards payment of all other Expenses;
 - 17.1.3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable to the Finance Parties in accordance with the order of application set out in clause 30.5 (*Partial Payments*) of the Facility Agreement; and
 - 17.1.4 in payment of the surplus (if any) to the Chargor or other person entitled to it.
- 17.2 Clause 17.1 (*Order of Application*) will override any appropriation made by the Chargor.

New Accounts

- 17.3 If the Security Trustee (acting in its capacity as trustee for the Finance Parties or otherwise) or any other Finance Party at any time receives, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting any Charged Property, the Security Trustee and/or any other relevant Finance Party may open a new account with the Chargor.
- 17.4 If the Security Trustee and/or any other Finance Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the Chargor shall be credited or be treated as having been credited to the new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 17.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Security Trustee as each other Finance Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Debenture or any moneys subject to application by it or any Receiver or Delegate pursuant to this Debenture from one currency to another and any such conversion shall be made at the market rate of exchange then prevailing and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Trustee or that Finance Party. Nothing in this Debenture shall require the Security Trustee to make, or shall impose any duty of care on the Security Trustee or any other Finance Party in respect of, any such currency conversion.
- ## 18. No Liability as Mortgagee in Possession
- 18.1 Neither the Security Trustee nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Chargor for anything, except actual receipts, or be liable to the Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Security Trustee, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any

exercise or purported exercise or non-exercise by the Security Trustee or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Debenture or by law or for any other loss of any nature whatsoever in connection with the Charged Property, the Finance Documents or this Debenture unless caused by its or his gross negligence or wilful misconduct.

19. Set-Off

- 19.1 Without limiting any other rights conferred on the Finance Parties by law or by any other agreements entered into with the Chargor, any Finance Party may (but shall not be obliged to) set off any matured obligation due from the Chargor under this Charge (to the extent beneficially owned by that Finance Party) or owed by the Chargor to any Affiliate of that Finance Party (to the extent beneficially owned by that Affiliate) against any matured obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, that Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Chargor is unliquidated or unascertained, the Finance Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

20. Effectiveness of Security

Continuing Security

- 20.1 The security constituted by this Debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Security Trustee, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 20.2 The security constituted by this Debenture and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security Interest now or subsequently held by the Security Trustee or any other Finance Party for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security Interest held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Debenture.

Reinstatement

- 20.3 If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any Security Interest for those obligations or otherwise) is made by the Security Trustee or any other Finance Party in whole or in part on the faith of any payment, Security Interest or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under the security constituted by this Debenture will continue or be reinstated as if the discharge, release or arrangement had not occurred.

Immediate Recourse

- 20.4 The Chargor waives any right it may have of first requiring the Security Trustee or any other Finance Party to proceed against or enforce any other rights or Security Interest or claim payment from any person or file any proof or claim in any insolvency, administration, winding up or liquidation proceedings relating to any person before claiming from it under this Debenture. This waiver applies irrespective of any law or any provision of any Finance Document.

Appropriations

- 20.5 Until all the Secured Liabilities which may be or become payable by the Chargor under or in connection with this Debenture have been irrevocably paid, performed and discharged in full, the Security Trustee may:
- 20.5.1 without affecting the liability of the Chargor under this Debenture:
- (a) refrain from applying or enforcing any other moneys, Security Interest or rights held or received by it in respect of the Secured Liabilities; or
 - (b) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to direct the appropriation of any such moneys, Security Interest or rights or to enjoy the benefit of the same; and/or
- 20.5.2 hold in an interest bearing suspense account any moneys received from or on behalf of the Chargor or on account of the Chargor's liability in respect of the Secured Liabilities.

Waiver of Defences

- 20.6 Neither the obligations of the Chargor under this Debenture nor the security constituted by this Debenture nor the rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law will be affected by an act, omission, matter or thing which, but for this Clause 19.7 (*Waiver of Defences*), would reduce, release or prejudice any of its obligations under this Debenture, any of that security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Security Trustee or any other Finance Party) including:
- 20.6.1 any time, waiver or consent granted to, or composition with, any person;
- 20.6.2 the release of any person under the terms of any composition or arrangement with any creditor of any person;
- 20.6.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security Interest;
- 20.6.4 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, any person;
- 20.6.5 any variation, amendment, novation, supplement, extension (whether of maturity or otherwise), substitution, restatement (in each case, however fundamental and of whatsoever nature and whether or not more onerous) or replacement of any Finance Document or any other document or Security Interest including without limitation any change in the purpose of, any extension of or any increase in, any facility or the addition of any new facility under any Finance Document or other document or Security Interest;
- 20.6.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document, agreement, account arrangement, transaction, engagement or any other document or Security Interest; or
- 20.6.7 any insolvency or similar proceedings.

21. Certificates and Determinations

- 21.1 Any certificate or determination by the Security Trustee of a rate or an amount under this Debenture is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

22. Partial Invalidity

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

23. Remedies and Waivers

- 23.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, remedy or power under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Debenture are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 23.2 Any amendment, waiver or consent by the Security Trustee under this Debenture must be in writing and may be given subject to any conditions thought fit by the Security Trustee acting reasonably. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

24. Notices

Communications in writing

- 24.1 Any communication to be made under or in connection with this Debenture shall be made in accordance with Clause 32 (*Notices*) of the Facility Agreement.

25. Counterparts

- 25.1 This Debenture 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 Debenture. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Debenture by e-mail attachment shall be an effective mode of delivery.

26. Assignment

- 26.1 The Security Trustee may assign, charge or transfer all or any of its rights under this Debenture without the consent of the Chargor. The Security Trustee may disclose any information about the Chargor and this Debenture as the Security Trustee shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation. The Chargor may not assign, charge, transfer or otherwise dispose of any part of the benefit or burden of this Debenture or all or any of its rights under this Debenture without prior written consent of the Security Trustee.

27. Governing Law

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

28. Enforcement

Jurisdiction

- 28.1 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) (a “Dispute”).
- 28.2 The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 28.3 Clauses 28.1 and 28.2 (*Jurisdiction*) above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

Waiver of Immunity

- 28.4 To the extent that the Chargor may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Chargor irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of that jurisdiction.

IN WITNESS of which this Debenture has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1

Real Property

Part 1 - Registered Land

All that leasehold property known as land at Pandora Business Park, Greengate, Middleton, Manchester, M24 1RU currently undergoing registration at HM Land Registry and allocated provisional leasehold title number MAN373145 and MAN373142 as more particularly described in the lease dated 17 December 2020 and made between (1) Involution Properties Ltd and (2) Conrad (Middleton Junction) Limited being part of (i) the freehold land registered at HM Land Registry with freehold title absolute title number GM19661 and (ii) the leasehold land registered at HM Land Registry with leasehold title absolute title number GM392401.

Part 2 - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the Chargor is the owner)

None.

Schedule 2
Specified Insurances

Named of Insured	Insurance Company	Policy No.
Conrad (Middleton Junction) Limited	Royal & Sun Alliance Plc	

Schedule 3

Intellectual Property

None

Schedule 4

Securities

None

Schedule 5

Specified Project Documents

Document	Parties	Date	Description
Middleton Junction Gas Grid Connection Agreement	(1) Chargor (2) Green Frog Utilities Limited	17 December 2020	The gas connection agreement between the Chargor and Green Frog Utilities Limited dated 17 December 2020
Middleton Junction Engine Transfer Agreement	(1) Chargor (2) Conrad Energy (Holdings) Limited	22 March 2021	The engine transfer agreement between Conrad Energy (Holdings) Limited and the Chargor dated 22 March 2021
Middleton Junction Services Contract	(1) Chargor (2) Conrad Energy Limited	22 March 2021	The intragroup agreement which covers provision of certain construction, operation and management services at the Middleton Junction Site between Conrad Energy Limited and the Chargor dated 22 March 2021
Middleton Junction Intragroup PPA	(1) Chargor (2) Conrad Energy (Trading) Limited	22 March 2021	The intragroup power purchase agreement between Conrad Energy (Trading) Limited and the Chargor dated 22 March 2021
Middleton Junction Intragroup Loan Agreement	(1) Chargor (2) Conrad (Cherwell) Limited	On or around the date of this Debenture	An intercompany loan agreement between the Chargor and the Borrower
Middleton Junction Capacity Market Agreement	(1) Chargor (2) National Grid plc	26 April 2021 and transferred to the Chargor on 26 April 2021	The qualification decision for 2021 T-4 Capacity Market Auction dated 26 April 2021 in relation to the Middleton Junction Site in the name of Conrad Energy (Developments) Limited and transferred to the Chargor on 26 April 2021 (Identification number: CAN-2021-CDMDD2-001)
Middleton Junction	(1) Chargor	22 March 2021 and amended on 26 April 2021	The development services and asset transfer

Development Services and Asset Transfer Agreement	(2) Conrad Energy (Developments) Limited		agreement between Conrad Energy (Developments) Limited and the Chargor dated 22 March 2021
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Schedule 6

Form of Notice of Assignment – Insurances

Part 1 – Form of Notice

To: [Name of relevant insurance company]

Address: [] [Date]

Dear Sirs

Conrad (Middleton Junction) Limited – [] Insurance Polic[y][ies] Number[s] [•] [and [•] (the “Polic[y][ies]”)

Close Leasing Limited (the “Security Trustee”) and Conrad (Middleton Junction) Limited (the “Company”) HEREBY GIVE NOTICE that by an assignment contained in a debenture dated [•] and made between the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first assignment all of its present and future right, title and interest in and to the Polic[y][ies], including all claims, the proceeds of all claims and all returns of premium in connection with the Polic[y][ies].

The Polic[y][ies], together with any new policy or policies in substitution for the Polic[y][ies], and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), should be held to the order of the Security Trustee and all payments by you under or in connection with the Polic[y][ies] should be made as the Security Trustee may direct and only on the Security Trustee’s written instructions.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and
- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at [address] for the attention of [officer/department].

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

Yours faithfully,

.....
for and on behalf of
Close Leasing Limited

.....
for and on behalf of
Conrad (Middleton Junction) Limited

Part 2 - Form of Acknowledgement

[on duplicate]

To: []

Address: []

Reference: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we will hold the Polic[y][ies], together with any new policy or policies in substitution for the Polic[y][ies] and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), to your order and accept, agree to and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under such policies (including the Polic[y][ies]) at the same time as we send them to the Company;
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, any such policies (including the Polic[y][ies]); and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of such policies (including the Polic[y][ies]) (“Subsequent Party”) and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Our agreement and confirmation in paragraph (a) above is given subject to our right of cancellation in respect of any such policies (including the Polic[y][ies]) on default in payment of any premiums but we undertake with you (until such time as we receive notice to the contrary from you):

- (i) to advise you promptly if any such premiums are not received by us within 30 days of renewal falling due;
- (ii) not to exercise our right of cancellation on default in payment of any such premiums without giving you 30 days’ notice in writing and therefore a reasonable opportunity of paying the premiums outstanding; and
- (iii) to notify you promptly of, and in any event before giving our agreement to, any material changes which are proposed to be made to the terms of any such policies (including the Polic[y][ies]).

Yours faithfully

.....
for and on behalf of
[Name of relevant insurance company]

Schedule 7

Form of Notice of Assignment – Specified Project Documents

Part 1 – Form of Notice

To: [Name of relevant counterparty]

Address: []

[Date]

Dear Sirs

Close Leasing Limited (the “Security Trustee”) and Conrad (Middleton Junction) Limited (the “Company”) HEREBY GIVE NOTICE that by an assignment contained in a debenture dated [] and made between the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first assignment all of its present and future right, title and interest in and to the following agreement:

[]

(the “Agreement”) including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Company under or arising from the Agreement, all remedies provided for in the Agreement or available at law or in equity in relation to the Agreement, the right to compel performance of the Agreement and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Agreement.

All moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company’s account (account number [], sort code [] and account reference “*Receipts Account*”) with the Security Trustee unless and until you receive notice from the Security Trustee to the contrary, in which event you should make all future payments as directed by the Security Trustee.

Notwithstanding the charge referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Company shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and neither the Security Trustee nor any receiver nor any delegate appointed by the Security Trustee or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement. The Company shall also remain entitled to exercise all its rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to the Company in each case unless and until you receive notice from the Security Trustee to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs.

Please note that, pursuant to the Debenture, the Company and the Security Trustee have agreed that the Company will not make or agree to make any amendments, variations or modifications to the Agreement or waive any of its rights under the Agreement, without the prior written consent of the Security Trustee or except as permitted by and in accordance with the terms of the Debenture.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and

- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at c/o CMS, 4th Floor, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN, Reference: 135172.00263.

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

Yours faithfully,

.....
for and on behalf of
Close Leasing Limited

.....
for and on behalf of
Conrad (Middleton Junction) Limited

Part 2 - Form of Acknowledgement

[on duplicate]

To: []

Address: []

Attention: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the charge required pursuant to the Agreement and agree to and confirm that:

- (a) we will pay all moneys hereafter becoming due to the Company in respect of the Agreement as directed in the Notice and accept and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under the Agreement at the same time as we send them to the Company;

[Option¹:]

- (c) we shall not exercise or seek to exercise any right which we may have to terminate or treat as terminated the Agreement or suspend our performance under the Agreement without first giving to you by registered or recorded delivery post not less than [20] working days' prior written notice specifying in reasonable detail our grounds for suspending performance under or terminating or treating as terminated the Agreement and identifying all outstanding obligations and liabilities of the Company as at the date of such notice and further that we shall not or suspend performance under or terminate the Agreement nor treat the same as suspended or terminated if:
 - (i) any breach giving rise to the right to terminate the Agreement or suspend our performance under the Agreement is remedied before the expiration of 20 working days from such notice; or
 - (ii) prior to the expiry of such period, you have agreed to execute or procure the execution of, and you call upon us to execute, a novation agreement (in form and substance acceptable to you) by which you, a receiver or administrator appointed by you under the Debenture or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Company under the Agreement (but giving credit to you, a receiver or administrator or such other person for moneys already paid and obligations already performed by or on behalf of the Company pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same;
- (d) we shall provide to you promptly on request any documents or other relevant information which you, such receiver or administrator or such other person may from time to time require in order to perform the obligations of the Company;
- (e) if you should serve on us a notice in writing stating that the Company is in breach of an obligation on its part under or in connection with the Finance Documents, we shall:

¹ Where no direct agreement in place.

- (i) permit you to exercise all or any of the rights of the Company under the Agreement for so long as you shall require. Such notice in writing shall be binding and conclusive upon us; and/or
- (ii) enter into a novation agreement (in form and substance acceptable to you) by which you, a receiver or administrator appointed by you under the Debenture or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Company under the Agreement (but giving credit to you, a receiver or administrator or such other person for moneys already paid and obligations already performed by or on behalf of the Company pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same;

[End of Option]

- (f) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement or any other notice relating to the Agreement; and
- (g) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement (“**Subsequent Party**”) and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Yours faithfully

.....

for and on behalf of

[Name of relevant counterparty to Specified Project Document]

Schedule 8

Form of Notice of Charge – Accounts not with the Close Account Bank

Part 1 - Form of Notice

To: [Name of relevant bank or financial institution]

Address: [] [Date]

Dear Sirs

Close Leasing Limited (the “Security Trustee”) and Conrad (Middleton Junction) Limited (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first fixed charge and/or floating charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a “Relevant Account”) maintained with you:

- (1) [detail each charged Account: account name, account number, details of branch etc] subject to a first fixed and floating charge)

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you:

- (a) to disclose to the Security Trustee, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Security Trustee may at any time and from time to time request you to disclose to it;
- (b) upon receipt of written notice by the Security Trustee to that effect not to permit any withdrawal by the Company of all or any part of the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without the prior written consent of the Security Trustee;
- (c) to hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Security Trustee and to pay or release all or any part of such moneys in accordance with the written instructions of the Security Trustee at any time and from time to time; and
- (d) to comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Security Trustee in any way relating to the Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and

- (iii) any written notice or instructions given to you by the Security Trustee's in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at c/o CMS, Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN for the attention of [].

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

Yours faithfully,

.....
for and on behalf of
Conrad (Middleton Junction) Limited

.....
for and on behalf of
Close Leasing Limited

Part 2 - Form of Acknowledgement

[on duplicate]

To: Close Leasing Limited

Address: c/o CMS, Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN

Attention: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we accept and will comply with the terms of the Notice;
- (b) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts;
- (c) we have not claimed or exercised and will not claim or exercise (except with the Security Trustee's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question; and
- (d) Upon receipt of further written notice from the Security Trustee to that effect, we shall not permit the Company to make any withdrawal from the Relevant Account without prior written consent of the Security Trustee.

Yours faithfully

.....

for and on behalf of

[name of relevant bank or financial institution]

Schedule 9

Form of Supplemental Debenture

THIS SUPPLEMENTAL DEBENTURE is made the day of 201[●]

BETWEEN:

- (1) **CONRAD (MIDDLETON JUNCTION) LIMITED**, a company incorporated in England and Wales under the Companies Acts (company number 10969392) (the “Chargor”); and
- (2) **CLOSE LEASING LIMITED**, registered in England and Wales with company number 06377532, whose registered office is situated at Olympic Court, Third Avenue, Trafford Park Village, Manchester M17 1AP, as security trustee (the “Security Trustee”).

and is supplemental to the Debenture (as defined below).

WHEREAS:

- (A) The Chargor enters into this Supplemental Debenture in connection with the Facility Agreement.
- (B) The board of directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Debenture is in the interests of the Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement and the Debenture shall, unless otherwise defined in this Supplemental Debenture, have the same meanings when used in this Supplemental Debenture and in addition in this Supplemental Debenture:

“**Debenture**”: the debenture datedbetween the Chargor and the Security Trustee;

“**Facility Agreement**”: the up to £70,000,000 loan facilities agreement dated 2019 and entered into between (1) the Chargor, (2) the Original Obligors, (3) the Arranger, (4) the Original Lenders, (5) the Agent and (6) the Security Trustee.

“**Mortgaged Property**”: the property specified in Schedule 1 hereto; and

“**Specified Insurances**”: each of the contracts of insurance specified in Schedule 3 hereto; and

“**Specified Project Documents**”: each of the contracts and other agreements specified in Schedule 2 hereto.

1.2 Construction

For the avoidance of doubt, the interpretation provisions set out at clause 1.1 (*Interpretation*) of the Debenture shall apply equally to this Supplemental Debenture.

1.3 Third Party Rights

Nothing in this Supplemental Debenture is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Supplemental Debenture which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

2. FIXED SECURITY

- 2.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 of the Debenture (Real Property)).
- 2.2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee absolutely by way of a first legal assignment all of its right, title and interest in and to:
 - 2.2.1 the Specified Project Documents; and
 - 2.2.2 the Specified Insurances.

3. LAND REGISTRY

In respect of the Mortgaged Property specified in Schedule 1 and for the purposes of Panel 8 of the Form RX1 that may be required to be completed by the Security Trustee in relation to the Mortgaged Property registered or required to be registered at HM Land Registry, the Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against its title to the Mortgaged Property:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [insert full name of Security Trustee] referred to in the charges register or its conveyancer [or specify appropriate details]”.

4. CONTINUATION

- 4.1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.
- 4.2 References in the Debenture to “this Debenture” shall be deemed to refer to the Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.3 For the avoidance of doubt, the provisions of Clause 5 (*Negative Pledge*) of the Debenture shall apply to the Mortgaged Property, the Specified Project Documents and the Specified Insurances hereto.
- 4.4 This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:
 - 4.4.1 the Supplemental Debenture and the Debenture shall be read and construed as one document and in particular the property and contracts charged pursuant to Clause 3 of the Debenture shall include the Mortgaged Property, the Specified Project Documents and the Specified Insurances; and
 - 4.4.2 the Chargor acknowledges that references to the “Debenture” in any Facility Agreement is a reference to the Debenture as amended by this Supplemental Debenture.

5. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Supplemental Debenture has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1
Mortgaged Property

[●]

Schedule 2
Specified Project Documents
[●]

Schedule 3
Specified Insurances

[•]

[SIGNATURE PAGES TO THE SUPPLEMENTAL DEBENTURE]

THE CHARGOR

Executed as a deed by)
CONRAD (MIDDLETON JUNCTION)
LIMITED)
on being signed by a director)
.....) Director
in the presence of:)

Name of witness:

Signature of witness:

Address:

.....

Occupation:

THE SECURITY TRUSTEE

CLOSE LEASING LIMITED

By:

Address:

Fax:

Attention:

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by Steven Hardman)
CONRAD (MIDDLETON JUNCTION) LIMITED)
acting by a Director)

(Director)

before a witness

(Witness)

D. Russell

(Print name)

(Witness Address)

Consultant

(Occupation of witness)

THE SECURITY TRUSTEE

EXECUTED AS A DEED on behalf of)
CLOSE LEASING LIMITED)
acting by its Attorney Lindsey Green)

Lindsey Green as Attorney for
CLOSE LEASING LIMITED

In the presence of

(Witness)

(Print name)

(Witness Address)

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by)
CONRAD (MIDDLETON JUNCTION) LIMITED)
acting by a Director)

.....
(Director)

before a witness)

.....
(Witness)


.....
(Print name)

.....
(Witness Address)

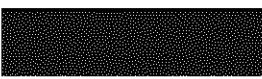
.....
(Occupation of witness)

THE SECURITY TRUSTEE

EXECUTED AS A DEED on behalf of)
CLOSE LEASING LIMITED)
acting by its Attorney Lindsey Green)


Lindsey Green as Attorney for
CLOSE LEASING LIMITED

In the presence of


(Witness)

JAMES CROSSLAND
(Print name)


(Witness Address)