



Registration of a Charge

Company Name: **GRIDSERVE SUSTAINABLE ENERGY LIMITED**

Company Number: **10977981**



XA6BP4G2

Received for filing in Electronic Format on the: **10/06/2021**

Details of Charge

Date of creation: **01/06/2021**

Charge code: **1097 7981 0002**

Persons entitled: **THE RISE FUND II GLADIATOR, L.P.**

Brief description:

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: **BRYAN CHONG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10977981

Charge code: 1097 7981 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2021 and created by GRIDSERVE SUSTAINABLE ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th June 2021 .

Given at Companies House, Cardiff on 11th June 2021

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



Companies House



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

DATED 1 JUNE 2021

DEBENTURE

between

GRIDSERVE HOLDINGS LIMITED

GRIDSERVE SUSTAINABLE ENERGY LIMITED

GRIDSERVE EH LIMITED

as Chargors

and

THE RISE FUND II GLADIATOR, L.P.

as Lender

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This Debenture is made on 1 June 2021

Between:

- (1) **GRIDSERVE HOLDINGS LIMITED**, a company incorporated under the laws of England and Wales with registered number 10985636;
- (2) **GRIDSERVE SUSTAINABLE ENERGY LIMITED**, a company incorporated under the laws of England and Wales with registered number 10977981;
- (3) **GRIDSERVE EH LIMITED**, a company incorporated under the laws of England and Wales with registered number 13406548 (and together with Gridserve Holdings Limited and Gridserve Sustainable Energy Limited the “**Chargors**” and each a “**Chargor**”); and
- (4) **THE RISE FUND II GLADIATOR, L.P.** (the “**Lender**”, which expression includes its successors and assigns).

IT IS AGREED as follows

1 INTERPRETATION

1.1 Definitions

In this Debenture:

“**Act**” means the Law of Property Act 1925.

“**Assigned Assets**” means those Security Assets assigned or purported to be assigned pursuant to Clause 3 (*Assignments*).

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

“**Business Day**” means a day other than a Saturday or Sunday on which banks are open for general business in London, Fort Worth, Texas and San Francisco, California.

“**Charged Property**” means the Security created pursuant to this Debenture.

“**Declared Default**” means any Default (as defined in the Junior Facility Agreement) which is continuing and in respect of which a notice pursuant to Clause 16.17 (*Acceleration*) of the Junior Facility Agreement has been served.

“**Dispute**” means a dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (whether arising in contract, tort or otherwise).

“**Excluded Property**” means any property of a Chargor which is subject to a clause or other restriction which precludes, either absolutely or conditionally, a Chargor from creating any Security over its interest in such property.

“**First Ranking Debenture**” means the first-ranking debenture granted by the Chargors to Hitachi Capital (UK) Limited dated on or around the date of this Debenture.

“**Group Shares**” means in relation to any Chargor:

- (a) the shares specified as belonging to that Chargor in Schedule 3 (*Group Shares*);

- (b) all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the relevant Chargor from time to time.

“Group Shares Related Rights” means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of this Debenture on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

“Intercreditor Agreement” means the intercreditor agreement dated on or around the date of this Debenture between (among others) the Chargors, the Lender and Hitachi Capital (UK) PLC.

“Junior Facility Agreement” means the £80,000,000 convertible loan note agreement dated on or about the date of this Debenture between (amongst others) Gridserve Holdings Limited (as issuer) and the Lender (as purchaser).

“Liability” means any obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity.

“Notice” means a notice in substantially the forms set out in Schedule 2 (*Forms of Letter for Relevant Contracts*) (as applicable) or in such form as may be agreed by the Lender and the relevant Chargor.

“Party” means a party to this Debenture.

“Receiver” means a receiver and manager or any other receiver of all or any of the Security Assets, and shall, where permitted by law, include an administrative receiver in each case, appointed under this Debenture.

“Related Rights” means, in relation to any asset (other than Group Shares):

- (a) the proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies, proceeds, dividends, interests or other distributions paid or payable in respect of that asset; and
- (e) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset.

“Relevant Contract” means in relation to a Chargor any agreement specified in Schedule 1 (*Security Assets*) opposite its name and any other agreement designated in writing as a “Relevant Contract” by the Lender from time to time, together, in each case, with any Related Rights.

“Secured Obligations” means all Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred under the Junior Facility Agreement, both actual

and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

“Secured Parties” means the Lender from time to time under the Junior Facilities Agreement and any Receiver (or its respective delegate or sub-delegate) to the extent permitted by applicable law.

“Security” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“Security Assets” means all the Vehicle Charging Equipment, assets, rights, title, interests and benefits of the Chargors the subject of, or expressed to be subject to, this Debenture.

“Security Period” means the period beginning on the date of this Debenture and ending on the date on which all Secured Obligations have been fully and finally discharged to the satisfaction of the Lender and none of the Secured Parties is under any further obligations to provide financial accommodation to any of the Chargors under the Junior Facility Agreement.

“Security Shares” means the Group Shares and the Group Shares Related Rights and, in the case of a particular Chargor at any time, means those Group Shares held by that Chargor at the relevant time, together with all Group Shares Related Rights in respect of such Group Shares.

“Vehicle Charging Equipment” means all the electric charging equipment, batteries and other equipment used to provide electric charging for vehicles located on the leasehold property described in Schedule 1.

1.2 Construction

- (a) Capitalised terms defined in the Junior Facility Agreement have, unless expressly defined in this Debenture, the same meaning in this Debenture.
- (b) The provisions of Clause 1 (*Interpretation*) of Junior Facility Agreement apply to this Debenture as though they were set out in full in this Debenture, except that references to the Junior Facility Agreement will be construed as references to this Debenture.
- (c) In the event of any inconsistency between the terms of this Debenture and the Junior Facility Agreement, the terms of the Junior Facility Agreement shall prevail.
- (d) In the event of any inconsistency between this Debenture and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.
- (e) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset, any proceeds of that Security Asset and any present and future asset of that type.

1.3 Real Property

- (a) A reference in this Debenture to a mortgage, assignment or charge of any freehold, leasehold, or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Junior Facility Agreement are incorporated in this Debenture to the extent required to ensure that any purported disposition of any real property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third Party Rights

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of the Junior Facility Agreement, the consent of any person who is not a party is not required to vary, rescind or terminate this Debenture at any time.
- (c) Any Receiver may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Debenture which expressly confers rights on it.

1.5 Present and future assets

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

2 FIXED SECURITY

2.1 Fixed Charge

Each Chargor as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Lender:

- (a) by way of legal mortgage (subject to and ranking behind the First Ranking Debenture), the Vehicle Charging Equipment and the leasehold property described in Schedule 1;
- (b) by way of fixed charge (subject to and ranking behind the First Ranking Debenture), all its present and future right, title and interest in:
 - (A) all present and future interests of that Chargor not effectively mortgaged or charged under the preceding provisions of this Clause 2 in, or over, freehold or leasehold property;
 - (B) any policies of insurances or assurance present or future including, without limitation, any insurances relating to the Security Assets and Relevant Contracts;
 - (C) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Relevant Contracts and Security Assets;
 - (D) all the Security Assets;
 - (E) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person;
 - (F) its uncalled capital and goodwill;
 - (G) any beneficial interest, claim or entitlement it has to any assets of any pension fund (to the extent permitted by law);

- (H) the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it in connection therewith;
- (I) the extent that any of the Assigned Assets are not effectively assigned under Clause 3 (*Assignments*) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice in accordance with Clause 7.1 (*Notices of Assignment*), by way of fixed charge, those Assigned Assets; and
- (J)
 - (i) all Group Shares held now or in the future by it and/or any nominee on its behalf; and
 - (ii) all the Group Shares Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf,

PROVIDED THAT:

- (iii) whilst no Declared Default is continuing, all Group Share Related Rights referred to in this Clause 2.1(b)(J) shall be paid directly to the relevant Chargor (in which case the Lender or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Lender, the Lender shall pay the relevant amount to the relevant Chargor; and
- (iv) subject to Clause 8.4 (*Group Shares*), until a Declared Default, all voting rights attaching to the relevant Group Shares may be exercised by the relevant Chargor.

3 ASSIGNMENTS

3.1 Assignment

Each Chargor as continuing security for the payment and discharge of all Secured Obligations, assigns (subject to a proviso for reassignment on redemption) by way of security (subject to and ranking behind the First Ranking Debenture) to the Lender all its present and future rights, title and interest in and to and the benefit of the Relevant Contracts.

4 FLOATING CHARGE

4.1 Creation

Each Chargor as continuing security for the payment of all Secured Obligations, charges in favour of the Lender by way of floating charge (subject to and ranking behind the First Ranking Debenture), its undertakings and all its assets, both present and future and including those not effectively mortgaged, charged or assigned by Clause 2 (*Fixed Security*) or Clause 3 (*Assignments*).

4.2 Qualifying Floating Charge

- (a) The floating charge created by each Chargor pursuant to Clause 4.1 (*Creation*) is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Debenture and the Lender may at any time after the occurrence of a Declared Default which is continuing appoint an administrator of a Chargor pursuant to that paragraph.

4.3 Conversion by Notice

The Lender may convert the floating charge created by any Chargor under this Debenture over all or any of the assets of that Chargor into a fixed charge by notice in writing to that Chargor specifying the relevant Security Assets (either generally or specifically) if a Declared Default has occurred and is continuing.

4.4 No Waiver

Any notice given by, or on behalf of the Lender under Clause 4.3 (*Conversion by Notice*) above in relation to an asset shall not be construed as a waiver or abandonment of the Lender’s right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Debenture or the Junior Facility Agreement.

4.5 Automatic Conversion

- (a) The floating charge created under this Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically and immediately be converted into a fixed charge (without notice) over the Security Assets of a Chargor:
 - (i) if an administrator is appointed or the Lender receives notice of an intention to appoint an administrator in a circumstance that constitutes a Declared Default;
 - (ii) upon the presentation of a petition to wind up a Chargor in a circumstance that constitutes a Declared Default; or
 - (iii) if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any Security Asset.
- (b) The floating charge created under this Debenture may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of Schedule A1 of the Insolvency Act 1986.

5 EXCLUDED PROPERTY

The Security created by Clause 2 (*Fixed Security*) or Clause 3 (*Assignments*) shall not apply to Excluded Property so long as any relevant consent or waiver of prohibition has not been obtained.

6 IMPLIED COVENANTS FOR TITLE

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (Fixed Security), Clause 3 (Assignments) or Clause 4 (Floating charge).

7 RELEVANT CONTRACTS

7.1 Notices of Assignment

Each Chargor must, in respect of Relevant Contracts, within 20 Business Days of a Declared Default:

- (a) serve a notice of assignment, on each of the other parties to each of its Relevant Contracts; and
- (b) use its reasonable endeavours to procure that each of those other parties acknowledges that notice, within 20 Business Days of the date of such notice (provided that if such acknowledgement has not been given within 20 Business Days then the Chargor's obligation to obtain such acknowledgement shall cease on the expiry of that 20 Business Day period).

8 REPRESENTATIONS AND UNDERTAKINGS

8.1 Negative Pledge

Each Chargor undertakes that it shall not, at any time during the subsistence of this Debenture, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Junior Facility Agreement, and existing Security created pursuant to the First Ranking Debenture as of the date of this Debenture.

8.2 No Disposal of Interests

Each Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Debenture, except as permitted pursuant to the Junior Facility Agreement or by this Clause 8, and subject to the First Ranking Debenture:

- (a) execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property;
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property; or
- (c) (i) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (ii) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property.

8.3 Representations

Each Chargor makes the following representations and warranties to the Lender for its own benefit and acknowledges that the Lender has relied upon those representations and covenants:

- (a) it is the absolute legal and beneficial owner of all the Charged Property free from any Security (other than any Security created pursuant to the First Ranking Debenture or permitted pursuant to Clause 8.1 (*Negative Pledge*));
- (b) it has not sold or granted (or agreed to sell or grant) any right of pre-emption over, or any lease or tenancy of, or otherwise disposed of, the benefit of its right, title and interest in and to any of the Charged Property;
- (c) it has, and will at all times during the subsistence of this Debenture have, the necessary power and existence to enable it to enter into and perform the obligations expressed to be assumed by it under this Debenture;
- (d) it has obtained all consents necessary to ensure that no other party to any agreement or arrangement entered into by that Chargor becomes entitled to terminate such agreement or arrangement as a consequence of the Chargor entering into this Debenture;
- (e) it is not aware of any adverse circumstance relating to the validity, subsistence or use of any of its Intellectual Property that could reasonably be expected to have a Material Adverse Effect;
- (f) it has good title to, or valid leases of, or other appropriate licence, authorisation or consent to use, its assets necessary to carry on its business as presently conducted;
- (g) all actions, conditions and things required to be taken, fulfilled and done in order (i) to enable it to create the security constituted (or intended to be constituted), by or pursuant to this Debenture and to ensure that (subject to all necessary registrations of this Debenture) such security is legal, valid, binding and enforceable and has (and will have) the ranking in priority which it is expressed to have and (ii) to make this Debenture admissible in evidence in the courts of England and (if different) each other jurisdiction in which any part of the Charged Property is located, have been done, taken, fulfilled and performed.

8.4 Group Shares

- (a) Immediately following the Senior Discharge Date (as defined in the Intercreditor Agreement), each Chargor shall:
 - (i) deposit with the Lender, or with such other person as the Lender may reasonably direct, all bearer instruments, share certificates and other documents of title or evidence of ownership in relation to the Group Shares owned by it or in which it has or acquires an interest, and in relation to their Group Share Related Rights;
 - (ii) execute and deliver to the Lender all such share transfers and other documents as the Lender requests in order to enable the Lender or its nominees to be registered as the owner or otherwise to obtain a legal title to the same;
 - (iii) without limiting the generality of the foregoing, deliver to the Lender (immediately following the Senior Discharge Date (as defined in the Intercreditor Agreement)) executed share transfers for all Group Shares, with the transferee left blank, and procure that all such share transfers are, at the request of the Lender, forthwith registered by the relevant company and that share certificates in the name of the Lender and/or such nominee(s) in respect of all Group Shares are forthwith delivered to the Lender; and

- (iv) provide the Lender with certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Lender may reasonably require.
- (b) The Lender and its nominee may at any time following a Declared Default exercise or refrain from exercising (in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority from each Chargor and irrespective of any direction given by any Chargor) in respect of the Security Shares any voting rights and any powers or rights under the terms of the Security Shares or otherwise which may be exercised by the person or persons in whose name or names the Security Shares are registered or who is the holder thereof PROVIDED THAT in the absence of notice from the Lender each Chargor may and shall continue to exercise any and all voting rights with respect to the Security Shares subject always to the terms of this Debenture. No Chargor shall without the previous consent in writing of the Lender exercise the voting rights attached to any of the Security Shares in favour of resolutions if such resolution has the effect of changing the terms of the Group Shares (or any class of them) or any Group Share Related Rights or prejudicing the security under this Debenture or impairing the value of the Security Shares. Each Chargor hereby irrevocably appoints the Lender or its nominees as proxy to exercise (as provided in or permitted by this Debenture) all voting rights so long as the Security Shares belonging to it remain registered in its name.
- (c) Each Chargor during the continuance of this security will make all payments which may become due in respect of any of the Security Shares and, in the event of default in making any such payment, the Lender may if it thinks fit make such payment on behalf of each Chargor. Any sums so paid by the Lender shall be repayable by the relevant Chargor to the Lender on demand and pending such repayment shall constitute part of the Secured Liabilities.
- (d) It is expressly agreed that, notwithstanding anything to the contrary contained in this Debenture, each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Security Shares and the Lender shall not be under any obligation or liability by reason of or arising out of the security over the Security Shares conferred by this Debenture. The Lender shall not be required in any manner to perform or fulfil any obligation of any Chargor in respect of the Security Shares, or to make any payment, or to receive any enquiry as to the nature or sufficiency of any payment received by them, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which they may have been or to which they may be entitled under this Debenture at any time or times.
- (e) Following a Declared Default the Lender shall be entitled to put into force and exercise immediately as and when it may see fit any and every power possessed by the Lender by virtue of the security over the Security Shares conferred by this Debenture or available to a secured creditor (so that sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security) and in particular (without limitation):
 - (i) to sell all or any of the Security Shares in any manner permitted by law upon such terms as the Lender shall in its absolute discretion determine;
 - (ii) to collect, recover or compromise and give a good discharge for any monies payable to any Chargor in respect of the Security Shares or in connection therewith; and
 - (iii) to act generally in relation to the Security Shares in such manner as the Lender acting reasonably shall determine.

Each Chargor agrees that the enforceability of the security over the Security Shares conferred by this Debenture is not dependent on the performance or non-performance by the Lender of its obligations under any agreement with any Chargor.

- (f) Immediately on conversion of any of the Group Shares from certificated to uncertificated form, and on the creation or conversion of any other securities which are for the time being comprised in the Security Shares in or into uncertificated form, the relevant Chargor shall give such instructions or directions as the Lender may require in order to protect or preserve its security.
- (g) Each Chargor shall, promptly upon receipt of any certificate or other document evidencing any entitlement to further Security Shares, deposit it with the Lender together with such share transfer forms in blank and other documents as the Lender may require.

9 WHEN SECURITY BECOMES ENFORCEABLE

9.1 When Enforceable

The Security created by this Debenture shall become immediately enforceable if a Declared Default occurs.

9.2 Enforcement

At any time after the Security created by this Debenture has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Security created by this Debenture and exercise any of the rights conferred on it by this Debenture or by law at such times and in such manner as it thinks fit in accordance with the provisions of the Intercreditor Agreement.

10 ENFORCEMENT OF SECURITY

10.1 General

- (a) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Debenture.
- (b) Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to any exercise by the Lender of its right to consolidate mortgages or its power of sale.
- (c) The Lender may appoint one or more persons to be an administrator of a Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986.

10.2 No Liability as Mortgagee in Possession

Neither the Lender nor any Receiver shall, by reason of its or such Receiver's entering into possession of all or any part of the Charged Property, be liable to account as mortgagee in possession or otherwise be liable for any loss of any kind or for any default or omission for which a mortgagee in possession might be liable.

10.3 Redemption of Prior Mortgages

The Lender may, at any time after the Security created by this Debenture has become enforceable, redeem any prior encumbrance over all or any part of the Charged Property or procure the transfer of such encumbrance to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be

conclusive and binding on each Chargor. All principal interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by each Chargor to the Lender on demand.

10.4 Protection of Third Parties

No purchaser or other person or company dealing with the Lender or any Receiver or the agents of any of them shall have any need to enquire whether the Secured Obligations have become due and payable, whether any power which the Lender or any Receiver is purporting to exercise has become exercisable or whether any of the Secured Obligations remains outstanding nor to have regard to the application of any money paid to the Lender or to such Receiver.

10.5 Financial Collateral Arrangements

- (a) To the extent that any Security Asset which consists of cash or publicly traded shares constitutes “financial collateral” and this Debenture and the Security created and the obligations of that Chargor under it 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 (SI 2003 No 3226) (the “**Regulations**”)) the Lender shall have the right, at any time after the Security created under this Debenture has become enforceable, to appropriate with immediate effect by notice in writing to the relevant Chargor all or any part of such financial collateral in or towards payment and/or discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be the market price of such shares determined by the Lender by reference to the relevant public index.
- (b) The Parties agree that the methods of valuation for financial collateral set out in this Debenture constitute commercially reasonable methods of valuation for the purposes of the Regulations.

11 RECEIVER

11.1 Appointment of Receivers

The Lender may, at any time after the Security created by this Debenture has become enforceable or if a petition is presented for the making of an administration order in relation to a Chargor or a Chargor requests it to do so, by written instrument and without notice to the relevant Chargor, appoint any one or more persons as Receiver of all or any part of the Charged Property.

11.2 Status of a Receiver

Each Receiver shall be entitled to act and to exercise his or her powers individually as well as jointly and shall for all purposes be deemed to be the agent of the relevant Chargor and as such be deemed to be in the same position as a receiver appointed by a mortgagee under the Law of Property Act 1925.

11.3 Powers of Receiver

In addition to the powers conferred on the Lender by this Debenture, each Receiver shall have in relation to the property in respect of which such Receiver was appointed (a) all the powers conferred by the Law of Property Act 1925 on a receiver appointed under that Act and (b) (whether or not such Receiver is an administrative receiver) all the powers conferred on an administrative receiver set out in Schedule 1 to the Insolvency Act 1986.

11.4 Removal and Remuneration of Receivers

The Lender may, whenever it may deem it expedient, by written instrument (a) terminate the appointment of any Receiver appointed by it and (b) appoint a new Receiver in the place of any Receiver whose appointment has been terminated and may from time to time fix the remuneration of any Receiver appointed by it without the limitations imposed by Section 109 of the Law of Property Act 1925. The relevant Chargor shall be solely responsible for the payment of the remuneration of any Receiver appointed pursuant to this Debenture.

11.5 Lender's Rights

To the fullest extent permitted by law, all or any of the powers, authorities and discretions of a Receiver in respect of the Charged Property may, if a Receiver has been or could have been appointed, be exercised by the Lender in relation to the whole or any part of the Charged Property whether or not a Receiver is or has been appointed.

12 APPLICATION OF PROCEEDS

Any moneys held or received by the Lender under or pursuant to this Debenture shall be applied by the Lender in accordance with Clause 10 (*Application of Proceeds*) of the Intercreditor Agreement.

13 POWER OF ATTORNEY

13.1 Appointment

By way of security for the performance of its obligations under this Debenture, each Chargor irrevocably appoints each of the Lender and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which that Chargor is obliged to do under the terms of this Debenture or which such attorney considers necessary in order to enable the Lender, any Receiver or such attorney to exercise the rights conferred on it by or pursuant to this Debenture or by law.

13.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Debenture shall do in its capacity as such.

14 PRESERVATION OF SECURITY

14.1 Continuing Security

This Debenture shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Lender may have at any time for the Secured Obligations or any of them.

14.2 Immediate Recourse

The Lender shall not be obliged before exercising any of the rights conferred on it by this Debenture or by law to seek to recover amounts due from any Chargor or to exercise or enforce any other rights or Security it may have or hold in respect of the Secured Obligations or any of them.

14.3 Waiver of Defences

Neither the obligations of a Chargor under, nor the Security created by this Debenture and the rights, powers and remedies conferred on the Lender by this Debenture or by law shall be discharged, impaired or otherwise affected by reason of:

- (a) the winding-up, dissolution, administration or reorganisation of that Chargor or that any other person or any change in the status, function, control or ownership of that Chargor or any other person;
- (b) any of the Secured Obligations or any other Security which the Lender may have in respect of the Secured Obligations or any of them being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted to or agreed with a Chargor or any other person with regard to the Secured Obligations or any of them or with regard to any other Security which the Lender may have in respect of the Secured Obligations or any of them;
- (d) any change in the terms or amount of, or any waiver or release of, the Secured Obligations or any of them or any other Security which the Lender may have in respect of the Secured Obligations or any of them;
- (e) any total or partial failure to take or perfect any Security which is offered or proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other Security, guarantee or indemnity which the Lender may have in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of a Chargor under this Debenture, the Security created by this Debenture or any of the rights, powers and remedies conferred on the Lender by this Debenture or by law.

14.4 Appropriations

The Lender shall not be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Lender for application pursuant to the terms of this Debenture.

15 MISCELLANEOUS

15.1 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with a Chargor.
- (b) If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations.

15.2 Time Deposits

Without prejudice to any right of set off any Secured Party may have under the Junior Facility Agreement or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period:

- (a) after the occurrence of a Declared Default which is continuing; and
- (b) when none of the Secured Obligations is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

15.3 Security Assets

The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (*Security Assets*) to this Debenture does not affect the validity or enforceability of the Security created by this Debenture.

16 RELEASE OF THE SECURITY

After the end of the Security Period, the Lender shall, at the request and cost of the Chargors, execute all such documents and do all such other things as may be required to release the Security created by this Debenture.

17 ASSIGNMENTS AND TRANSFERS

17.1 Chargor Assignments and Transfers

None of the rights and benefits of the Chargors under this Debenture shall be capable of being assigned or transferred and each Chargor undertakes not to seek to assign or transfer all or any of such rights and benefits.

17.2 Lender Assignments and Transfers

The Lender undertakes not to assign any of its rights or transfer any of its rights or obligations under this Debenture except to a person to whom it is permitted to assign, novate or transfer its rights or obligations under the terms of the Junior Facility Agreement.

18 COUNTERPARTS

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

19 GOVERNING LAW

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

20 ENFORCEMENT

20.1 Jurisdiction of English Courts

- (a) The courts of England have exclusive jurisdiction to settle any Dispute arising out of or in connection with this Debenture (including a dispute regarding the existence,

validity or termination of this Debenture or any non-contractual obligations arising out of or in connection with this Debenture) (whether arising in contract, tort or otherwise).

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

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

SCHEDULE 1

Security Assets

Chargor	Description
Gridserve EH Limited	Call Option SPA: the share purchase agreement dated on or around the date of this Debenture between, among others, Gridserve EH Limited as the buyer and Ecotricity Group Limited and Dale Andrew Vince as sellers for the sale and purchase of 75% of the entire issued share capital of The Electric Highway Company Limited.
Gridserve Holdings Limited	Intercompany loan dated on or around the date of this Debenture between Gridserve Holdings Limited and Gridserve EMEA DEPC Ltd.
Gridserve Holdings Limited	Intercompany loan dated on or around the date of this Debenture between Gridserve Holdings Limited and Gridserve EH Limited.
Gridserve Holdings Limited	Intercompany loan dated on or around the date of this Debenture between Gridserve Holdings Limited and Gridserve Sustainable Energy Limited.

SCHEDULE 2
FORMS OF LETTER FOR RELEVANT CONTRACTS

Part 1

Notice to Counterparty

To: [Counterparty]

Copy: [Lender]

[Date]

Dear Sirs

**Debenture dated [●] between [●] and others
and [●] (the “Debenture”)**

This letter constitutes notice to you that under the Debenture, we (the “**Chargor**”) have assigned in favour of [●] (the “**Lender**”) as first priority assignee all of our rights, title and interest in respect of [insert details of Relevant Contract(s)] (the “**Relevant Contract[s]**”).

We confirm that:

- (a) we will remain liable under [the]/[each] Relevant Contract to perform all the obligations assumed by it under [the]/[that] Relevant Contract; and
- (b) the Lender will not be under any obligation or liability to you under or in respect of [the]/[any] Relevant Contract.

The Chargor will also remain entitled to exercise all of its rights under [the]/[each] Relevant Contract and you should continue to give notice under [the]/[each] Relevant Contract to the Chargor, unless and until you receive notice from the Lender to the contrary stating that the security has become enforceable. In this event, all of its rights will be exercisable by, and notices must be given to, the Lender or as it directs.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

Please send to the Lender at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

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

Yours faithfully

(Authorised signatory)

For the [Chargor]

Chargor

Part 2

Acknowledgement of Counterparty

To: [Lender]

Copy: [the Chargor]

[Date]

Dear Sirs

**Debenture dated [●] between [●] and others
and [●] (the “Debenture”)**

We confirm receipt from [●] (the “Chargor”) of a notice dated [●] of an assignment on the terms of the Debenture of all of the Chargor’s rights in respect of [*insert details of the Relevant Contract(s)*] (the “Relevant Contract[s]”).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) have not received notice of the interest of any third party in [any of] the Relevant Contract[s].

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

Yours faithfully

(Authorised signatory)

[Counterparty]

SCHEDULE 3

GROUP SHARES

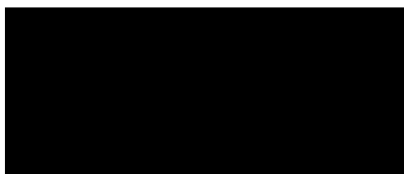
Chargor	Subsidiary	Shares
Gridserve Holdings Limited	Gridserve Sustainable Energy Limited	2 (ordinary)
Gridserve Sustainable Energy Limited	Gridserve EH Limited	1000 (ordinary)
Gridserve HC Limited	The Electric Highway Company Limited	250,000 (B ordinary)
The Electric Highway Company Limited	-	-

SIGNATORIES


The Chargors

GRIDSERVE HOLDINGS LIMITED

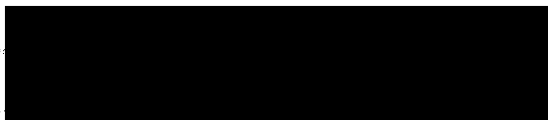
Executed as a deed by *Jeremy Cross*
a director)
)



In the presence of:

Signature of witness ..  ..

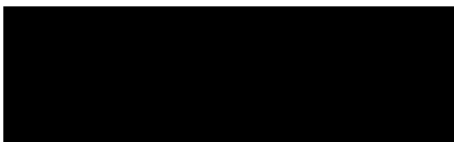
Name .. *Charlotte Cross* ..

Address ..  ..


Occupation

GRIDSERVE SUSTAINABLE ENERGY LIMITED


Executed as a deed by *Jeremy Cross*
a director)
)



In the presence of:

Signature of witness ..  ..

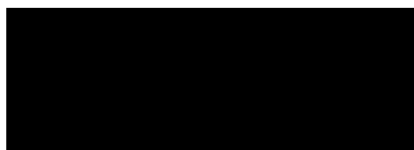
Name .. *Charlotte Cross* ..

Address ..  ..

Occupation

GRIDSERVE EH LIMITED

Executed as a deed by *Jeremy Cross*)
a director)



In the presence of:

Signature of witness



Name

Charlotte Cross

Address


Occupation



The Lender

THE RISE FUND II GLADIATOR, L.P.

Executed as a deed)
by a Vice President)
)
Vice President

In the presence of: 
Signature of witness ...
Name Diana Cullum
Address
Occupation
.....