



**Registration of a Charge**

Company name: **IONA ENVIRONMENTAL INFRASTRUCTURE HOLDCO LIMITED**  
Company number: **12449632**



X962U3MA

Received for Electronic Filing: **29/05/2020**

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**Details of Charge**

Date of creation: **27/05/2020**  
Charge code: **1244 9632 0001**  
Persons entitled: **BANCO DE SABADELL, S.A. AS SECURITY TRUSTEE**  
Brief description: **NONE.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ASHURST LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12449632

Charge code: 1244 9632 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2020 and created by IONA ENVIRONMENTAL INFRASTRUCTURE HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th May 2020 .

Given at Companies House, Cardiff on 1st June 2020

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



# Borrower Charge and Assignment Agreement

Iona Environmental Infrastructure Holdco Limited  
as the Chargor

and

Banco de Sabadell S.A.  
as Security Trustee

27 May 2020

## CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION .....	1
2. COVENANT TO PAY.....	4
3. CHARGING CLAUSE.....	4
4. FURTHER ASSURANCE .....	6
5. REPRESENTATIONS AND WARRANTIES.....	7
6. UNDERTAKINGS - GENERAL .....	7
7. BANK ACCOUNTS.....	8
8. INVESTMENTS .....	9
9. ASSIGNED AGREEMENTS .....	11
10. ATTORNEY .....	11
11. ENFORCEMENT .....	12
12. EXTENSION AND VARIATION OF STATUTORY POWERS .....	13
13. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER.....	13
14. PROTECTION OF THIRD PARTIES .....	15
15. PROTECTION OF SECURITY TRUSTEE AND RECEIVER.....	15
16. APPLICATION OF ENFORCEMENT PROCEEDS .....	16
17. PROTECTION OF SECURITY .....	16
18. DEFAULT INTEREST.....	18
19. SET-OFF .....	18
20. NOTICES .....	18
21. CHANGES TO PARTIES.....	18
22. CURRENCY .....	19
23. MISCELLANEOUS .....	19
24. GOVERNING LAW AND JURISDICTION .....	20
SCHEDULE 1 .....	21
Accounts.....	21
SCHEDULE 2 .....	22
PART 1 .....	22
Subsidiary Shares and Subsidiary Loan Notes.....	22
PART 2 .....	25
Scottish Loan Notes.....	25
SCHEDULE 3 .....	27
Form of notice to Account Banks.....	27
SCHEDULE 4 .....	30
Form of notice to counterparties .....	30
PART 1 .....	30
Form of notice to issuers of Subsidiary Loan Notes.....	30
PART 2 .....	32
Form of notice to counterparties of Assigned Agreements .....	32

THIS DEED is made on

27 May 2020

**BETWEEN:**

- (1) **IONA ENVIRONMENTAL INFRASTRUCTURE HOLDCO LIMITED**, a limited liability company incorporated in England with its registered office at 123 Pall Mall, London, England, SW1Y 5EA (registered number 12449632 ) (the "**Chargor**"); and
- (2) **BANCO DE SABADELL, S.A.** as security trustee for the Secured Parties (the "**Security Trustee**");

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

**"Accounts"** means all rights in relation to cash deposit, current or other accounts, held with any bank, financial institution or other person, including the accounts listed in Schedule 1 (*Accounts*) and any other bank account which is designated as an Account by the Chargor and the Security Trustee, and any replacement account or any sub-division or sub-account of those accounts;

**"Assigned Agreements"** means each Intercompany Loan Agreement (except for the Scottish Loan Notes), the Hedging Agreements, each Existing Facilities Agreement, each Existing Intercreditor Deed and any other agreement designated as an Assigned Agreement by the Chargor and the Security Trustee;

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

**"Charged Property"** means (i) the assets mortgaged, charged or assigned to the Security Trustee and (ii) all of the Chargor's interests in the Assigned Agreements which from time to time are the subject of the Security created or expressed to be created in favour of the Security Trustee, by or pursuant to this deed;

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee in accordance with this deed;

**"Enforcement Event"** means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 28.23 (*Consequences of an Event of Default*) of the Facilities Agreement;

**"Event of Default"** has the meaning given to that term in the Facilities Agreement;

**"Existing Facilities Agreement"** means each facilities agreement, in respect of any ProjectCo, listed in schedule 17 (*Existing Finance Documents*) of the Facilities Agreement;

**"Existing Intercreditor Deed"** means each intercreditor deed, deed of priority or ranking agreement, in respect of any ProjectCo, listed in schedule 17 (*Existing Finance Documents*) of the Facilities Agreement, except for those in relation to Biogen Gwyriad Limited, Biogen Waen Limited or Leeming Biogas Limited;

**"Facilities Agreement"** means the facilities agreement dated on or around the date of this deed and made between, amongst others, Iona Environmental Infrastructure Holdco Limited as Borrower, the Facility Agent, the Lenders and the Security Trustee;

**"Finance Documents"** has the meaning given to that term in the Facilities Agreement;

**"Floating Charge Asset"** means an asset charged under Clause 3.4 (*Floating Charge*);

**"Investment"** means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares and Subsidiary Loan Notes) and all Related Rights;

**"Law"** means any law (including statutory and common law), statute, constitution, decree, judgement, treaty, regulation, rule, by-law, order, other legislative measure, directive, requirement, request or guideline (whether or not having the force of law, but, if not having the force of law, is generally complied with by persons to whom it is addressed or applied or expected to be complied with by the issuer thereof) of any government, intergovernmental or supranational body, agency, local government, court or, statutory, regulatory or self-regulatory (or similar) body or authority;

**"Lenders"** means the Lenders as defined in the Facilities Agreement;

**"Obligors"** has the meaning given to that term in the Facilities Agreement;

**"Quasi-Security"** has the meaning given to that term in the Facilities Agreement;

**"Receiver"** means a receiver or receiver and manager in each case appointed under this deed;

**"Related Rights"** means, in relation to any asset or property that is assigned under and in accordance with this Deed:

- (a) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Investment), together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (b) the proceeds of sale of that asset or any part of that asset;
- (c) any monies and proceeds paid or payable in relation to that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset, including the Related Rights;

**"Scottish Assets"** means assets situated in Scotland or governed by Scots law, including the Scottish Loan Notes;

**"Scottish Loan Notes"** means the Scots law loan note instruments, and all the notes and certificates issued by the ProjectCos to the Borrower from time to time thereunder, which at the date of this deed are listed in Part 2 of Schedule 2 (*Scottish Loan Notes*) ;

**"Secured Obligations"** has the meaning given to that term in the Facilities Agreement;

**"Secured Parties"** has the meaning given to that term in the Facilities Agreement;

**"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;

**"Subsidiary Loan Notes"** means all loan notes held by the Chargor from time to time issued by the ProjectCos (except for the Scottish Loan Notes), which as at the date of this deed are listed in Part 1 of Schedule 2 (*Subsidiary Shares and Loan Notes*);

**"Subsidiary Shares"** means all shares held by the Chargor from time to time in the ProjectCos, which as at the date of this deed are listed in Part 1 of Schedule 2 (*Subsidiary Shares and Loan Notes*).

## 1.2 Construction

(a) In this deed, unless a contrary intention appears, a reference to:

- (i) words and expressions defined in the Facilities Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
- (ii) the principles of construction contained in clause 1.3 (*Construction*) of the Facilities Agreement apply equally to the construction of this deed, except that references to "this Agreement" therein will be construed as references to this deed;
- (iii) **"assets"** includes present and future properties, revenues and rights of every description;
- (iv) the **"Chargor"**, any **"Secured Party"** and any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee in accordance with the Finance Documents;
- (v) a **"Finance Document"** or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
- (vi) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (vii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (viii) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (ix) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (x) a provision of law is a reference to that provision as amended or re-enacted; and
- (xi) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules. Section, clause and schedule heading are for ease of reference only.



- (b) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

### 1.3 **Third Party Rights**

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which expressly confer rights on it subject to paragraph (b) below and the Contracts (Right of Third Parties) Act 1999, however the consent of any Receiver or Delegate is not required for the rescission or variation of this deed at any time.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

## 2. **COVENANT TO PAY**

- 2.1 The Chargor as primary obligor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

## 3. **CHARGING CLAUSE**

### 3.1 **Fixed Charges**

- (a) The Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee with full title guarantee, all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights, by way of first fixed charge:
  - (i) all Subsidiary Shares (to the extent that such Subsidiary Shares, the Existing Finance Documents, Existing Guarantees or the Shareholder Agreements do not preclude absolutely or conditionally such charge);
  - (ii) all Investments (other than the Subsidiary Shares, the Subsidiary Loan Notes and the Scottish Assets);
  - (iii) all Subsidiary Loan Notes (to the extent that such Subsidiary Loan Notes, the Existing Finance Documents, the Existing Guarantees or the Shareholder Agreements do not preclude absolutely or conditionally such charge);
  - (iv) all Accounts (other than the Distribution Account); and
  - (v) all Assigned Agreements (to the extent not effectively assigned by Clause 3.2 (*Security Assignment*)).
- (b) For the avoidance of doubt, this fixed charge does not apply to the Scottish Assets.

### 3.2 **Security Assignment**

- (a) As further security for the payment and discharge of the Secured Obligations, the Chargor assigns absolutely with full title guarantee in favour of the Security Trustee all of its right, title and interest, both present and future, and, in each case, all Related Rights, in the Assigned Agreements (subject to as provided in (c) below and to the extent that such Assigned Agreements do not preclude absolutely or conditionally such assignment), provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of the Chargor carry out all acts required of it by the Chargor to re-assign the relevant rights, title and interest in the Charged Property to the Chargor (or as it shall direct).

- (b) For the avoidance of doubt, this security assignment does not apply to the Scottish Assets.
- (c) The assignment of the Chargor's rights, title and interest in the Hedging Agreements pursuant to Clause 3.2(a) above is made without prejudice, and after giving effect, to any contractual netting or set-off provisions contained in the Hedging Agreements.

### 3.3 **Fixed Security**

Clauses 3.1 (*Fixed Charges*) and 3.2 (*Security Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for any reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

### 3.4 **Floating Charge**

- (a) As further security for the payment and discharge of the Secured Obligations, the Chargor charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its present and future assets (including for the avoidance of doubt the Distribution Account) not effectively charged by way of fixed charge under Clause 3.1 (*Fixed Charges*) or assigned under Clause 3.2 (*Security Assignment*), including the Scottish Assets.
- (b) Clauses 3.5 (*Conversion of Floating Charge*) and 3.6 (*Automatic Conversion of Floating Charge*) will not apply to any Scottish Assets if and to the extent that a Receiver would not be capable of exercising his or her powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such conversion notice or automatic conversion.

### 3.5 **Conversion of Floating Charge**

- (a) Subject to paragraph (b) below, if:
  - (i) An Enforcement Event has occurred; or
  - (ii) the Security Trustee is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
  - (iii) the Security Trustee considers that it is desirable to protect the priority of the security,
 the Security Trustee may, by notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.
- (b) The floating charge created under this deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to the Chargor, or anything done with a view to obtaining such a moratorium.

### 3.6 **Automatic Conversion of Floating Charge**

If:

- (a) the Chargor creates (or purports to create) any Security in breach of Clause 6.2 (*Negative Pledge*) over any Floating Charge Asset; or

- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.

### 3.7 **Subsidiary Shares and Subsidiary Loan Notes Restricting Charging**

- (a) There shall be excluded from the charge created by Clause 3.1 (*Fixed Charges*) and from the operation of Clause 4 (*Further Assurance*) any Subsidiary Share or Subsidiary Loan Note in which the Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Subsidiary Share or Subsidiary Loan Note (each an "**Excluded Investment**") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Investment, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Investment) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Investment shall stand charged to the Security Trustee under Clause 3.1 (*Fixed Charges*). If required by the Security Trustee, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Trustee shall reasonably require.

## 4. **FURTHER ASSURANCE**

- (a) The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
  - (i) to perfect, maintain and/or preserve the Security created or intended to be created under or evidenced by this deed and the priority of such Security, or for the exercise of any rights, powers and remedies of the Security Trustee, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
  - (ii) to confer on the Security Trustee or on the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.
- (b) 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 or the Secured Parties by or pursuant to this deed.

## **5. REPRESENTATIONS AND WARRANTIES**

### **5.1 Matters Represented**

The Chargor represents and warrants to the Security Trustee as set out in Clauses 5.2 (*Subsidiary Shares*) to 5.3 (*Assigned Agreements*) on the date of this deed and on each day that any Repeating Representation is repeated or deemed to be repeated.

### **5.2 Subsidiary Shares**

- (a) Subject to paragraph (c) below, it is the legal and beneficial owner of the Subsidiary Shares (save in relation to those Subsidiary Shares which are held by a nominee for it, in which case it is the beneficial owner only of those Subsidiary Shares).
- (b) All of the Subsidiary Shares are fully paid.
- (c) Each of the Subsidiary Shares is beneficially but not legally owned by the Chargor until those Subsidiary Shares are registered in the register of shareholders of the relevant ProjectCo, which registration will be made within the time period set out under clause 26.22 (*Conditions subsequent*) of the Facilities Agreement.

### **5.3 Subsidiary Loan Notes**

- (a) It is the legal and beneficial owner of the Subsidiary Loan Notes (save in relation to those Subsidiary Loan Notes which are held by a nominee for it, in which case it is the beneficial owner only of those Subsidiary Loan Notes).
- (b) The Subsidiary Loan Notes constitute valid and binding obligations of the parties thereto, are in full force and effect and have not been varied or modified in any way other than in accordance with the Finance Documents or with the prior written consent of the Security Trustee or cancelled and no party to any Subsidiary Loan Notes is in default under the relevant Subsidiary Loan Notes.

### **5.4 Assigned Agreements**

- (a) The Assigned Agreements constitute valid and binding obligations of the parties thereto, are in full force and effect and have not been varied or modified in any way other than in accordance with the Finance Documents or with the prior written consent of the Security Trustee or cancelled and no party to any Assigned Agreement is in default under the relevant Assigned Agreement.
- (b) There are no equities in existence between the counterparties under the Assigned Agreements and the Chargor which may be prejudicial to the interests of the Secured Parties.

## **6. UNDERTAKINGS - GENERAL**

### **6.1 Duration of Undertakings**

All of the undertakings given in this deed are given from the date of this deed and for so long as any security constituted by this deed remains in force.

### **6.2 Negative Pledge**

The Chargor shall not create or agree to create or permit to subsist any Security or Quasi Security over all or any part of the Charged Property, except as permitted by and in accordance with the Finance Documents.

### **6.3 Disposal Restrictions**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Finance Documents.

#### **6.4 Preservation of Charged Property**

- (a) The Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Property.
- (b) The Chargor shall not vary any contract, constitutional or other document relevant to its interest in any Charged Property in any material respect without the prior written consent of the Facility Agent.
- (c) The Chargor will enforce the due observance and performance of all material covenants given for its benefit in relation to the Charged Property. In the event that legal action is necessary to give effect to this covenant, the Chargor will promptly notify the Security Trustee of any intended action which relates to any Charged Property.

#### **6.5 Documents Relating to Charged Property**

- (a) Without prejudice to any specific requirements in this deed for the delivery of documents, the Chargor will promptly deliver to the Security Trustee all documents relating to the Charged Property which the Security Trustee from time to time reasonably requires.
- (b) The Security Trustee may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the Chargor (or its nominee) before that time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor shall promptly comply (or procure compliance) with that notice.

#### **6.6 Subsidiary Loan Notes**

The Chargor may not amend, terminate, transfer its interest in, dispose of, or otherwise take action which results or may result in a reduction in its holding of, the Subsidiary Loan Notes.

### **7. BANK ACCOUNTS**

#### **7.1 Withdrawals**

The Chargor may not withdraw all or any monies from time to time standing to the credit of an Account, except as permitted by and in accordance with the Facilities Agreement or with the prior consent of the Security Trustee.

#### **7.2 Perfection of Bank Account Security**

The Chargor will, promptly following execution of this deed, subject to the terms of clause 26.22 (*Conditions subsequent*) of the Facilities Agreement, or (if later) designation of an account as an Account:

- (a) give notice (substantially in the form set out in Schedule 3 (*Form of notice to Account Banks*)) to each institution with which it holds an Account (each an "**Account Bank**"), of the charges created by this deed over those Accounts and provide

evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and

- (b) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Trustee.

## **8. INVESTMENTS**

### **8.1 Investment Acquisitions**

The Chargor will promptly notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in an Investment.

### **8.2 Voting and Distribution Rights**

- (a) Subject always to Clause 8.2(d), at any time prior to the occurrence of an Enforcement Event, the Chargor may:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
  - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the value of the Security given by this deed or the realisation of it.
- (b) On or after the occurrence of an Enforcement Event:
  - (i) the Chargor will promptly pay all:
    - (A) dividends;
    - (B) distributions; and
    - (C) other monies received by the Chargorpaid on or derived from the Investments to the Security Trustee; and
  - (ii) the Security Trustee may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this deed or facilitating the realisation of it. The Chargor will promptly comply with any direction given by the Security Trustee in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the Chargor the authority to direct the exercise of the disclaimed right, as if an Enforcement Event had not occurred, in accordance with paragraph (a)(ii) above.
- (c) At any time when any Investments are registered in the name of the Security Trustee or its nominee, the Security Trustee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption,

bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

- (d) The Chargor will, as agent for the Security Trustee, collect all amounts payable to it under the Subsidiary Loan Notes, together with any interest related thereto, and forthwith pay those monies into the Proceeds Account, and, pending that payment, hold those proceeds on trust for the Security Trustee.

### 8.3 Perfection of Investments

Without prejudice to Clause 8.4, the Chargor will promptly following the execution of this deed, subject to the terms of clause 26.22 (*Conditions subsequent*) of the Facilities Agreement, or (if later) acquisition of any Subsidiary Share deposit with the Security Trustee (or as it shall direct) all stock and share certificates and other documents of title relating to the Subsidiary Shares in which it has an interest, together with stock transfer forms executed in blank and left undated on the basis that the Security Trustee shall be entitled to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled under its power of attorney given by Clause 10 (*Attorney*) below at any time (i) following the occurrence of an Enforcement Event, or (as the case may be) (ii) if the Security Trustee considers (acting reasonably) that the security constituted by this deed is in jeopardy, in each case to complete the stock transfer form on behalf of the Chargor in favour of itself or its nominee(s).

### 8.4 Perfection of Subsidiary Loan Note Security

- (a) The Chargor will promptly following the execution of this deed, subject to the terms of clause 26.22 (*Conditions subsequent*) of the Facilities Agreement, or (if later) acquisition of any Subsidiary Loan Note deposit with the Security Trustee (or as it shall direct):
  - (i) all original stock and share certificates relating to the Subsidiary Loan Notes in which it has an interest; and
  - (ii) letter of instruction to each issuer of the Subsidiary Loan Notes to transfer the relevant Subsidiary Loan Notes to the Security Trustee, executed in blank and left undated,
- (b) on the basis that the Security Trustee shall be entitled to hold such documents listed under (a) and (b) above until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be able under its power of attorney given by Clause 10 (*Attorney*) below at any time (i) following the occurrence of an Enforcement Event, or (as the case may be) (ii) if the Security Trustee considers (acting reasonably) that the security constituted by this deed is in jeopardy, in each case to complete the letter of instruction on behalf of the Chargor in favour of itself or its nominee(s).
- (c) The Chargor will, promptly following execution of this deed, subject to the terms of clause 26.22 (*Conditions subsequent*) of the Facilities Agreement, (or, in respect of any Subsidiary Loan Note designated as such after the date of execution of this deed, promptly thereafter):
  - (i) give notice (substantially in the form set out in the relevant part of Schedule 4, part 1 (*Form of notice to issuers of loan notes*)) to the issuer of each Subsidiary Loan Note of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and

- (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Trustee.

## 9. **ASSIGNED AGREEMENTS**

### 9.1 **Performance and Maintenance of Agreements**

The Chargor will:

- (a) duly perform all its obligations under the Assigned Agreements;
- (b) enforce the due observance and performance of all covenants given for its benefit in relation to the Assigned Agreements; and
- (c) not make or agree to make any amendments to, waive any of its rights under, or exercise any right to terminate any of the Assigned Agreements, except as permitted by the Facilities Agreement with the prior consent of the Security Trustee.

### 9.2 **Proceeds of Assigned Agreements**

The Chargor will, as agent for the Security Trustee, collect all amounts payable to it under the Assigned Agreements and forthwith pay those monies into the Proceeds Account, and, pending that payment, hold those proceeds on trust for the Security Trustee.

### 9.3 **Perfection of Assigned Agreements Security**

The Chargor will, promptly following execution of this deed, subject to the terms of clause 26.22 (*Conditions subsequent*) of the Facilities Agreement, (or, in respect of any Assigned Agreement designated as such after the date of execution of this deed, promptly thereafter):

- (a) give notice (substantially in the form set out in the relevant part of Schedule 4 Part 2 (*Form of notice to counterparties of Assigned Agreements*), except for Intercompany Loan Agreements that are also Subsidiary Loan Notes, in which case the relevant form is set out in Schedule 4 Part 1 (*Form of notice to issuers of Subsidiary Loan Notes*)) to the other parties to the Assigned Agreements of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Trustee.

## 10. **ATTORNEY**

- (a) The Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver, each Delegate and each of the Security Trustee's respective delegates or sub-delegates (in writing and signed by an officer of the Security Trustee or any Receiver or Delegate) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:
  - (i) which the Chargor is required to do under the terms of any Finance Document but which the Chargor has failed to do; and/or



- (ii) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Trustee, any Receiver or any Delegate by any Finance Document or by law,

and the Chargor covenants with any such attorney to ratify and confirm all such acts or things made, done or executed by that attorney.

- (b) The power given under paragraph (a) may be exercised at any time after:
  - (i) the expiry of five Business Days following the failure by the relevant Chargor to do that which it is required to do by the terms of any Finance Document; or
  - (ii) an Event of Default has occurred, which is continuing.

## **11. ENFORCEMENT**

### **11.1 Exercise of Enforcement Powers**

At any time after an Enforcement Event has occurred:

- (a) the security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Trustee may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Trustee may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Trustee or on a Receiver, irrespective of whether the Security Trustee has taken possession or appointed a Receiver of the Charged Property.

### **11.2 Appointment of Receiver or Administrator**

- (a) Subject to paragraphs (c) and (d) below, if:
  - (i) an Enforcement Event has occurred; or
  - (ii) so requested by the Chargor,the Security Trustee may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to the floating charge created by this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Trustee shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to the Chargor, or anything done with a view to obtaining such a moratorium.

### 11.3 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Financial Collateral Regulations**") and to the extent that this deed constitutes a "financial collateral arrangement", or any asset covered by this deed constitutes "financial collateral" (as defined in the Financial Collateral Regulations) the following shall apply:
- (b) If an Enforcement Event has occurred the Security Trustee may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Trustee must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Trustee exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
  - (i) the Security Trustee must account to the Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
  - (ii) the Chargor will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

## 12. **EXTENSION AND VARIATION OF STATUTORY POWERS**

### 12.1 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed (to the extent possible), unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

### 12.2 **Section 101 LPA Powers**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

### 12.3 **Restrictions Dis-applied**

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

## 13. **STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

### 13.1 **Receiver as Agent**

Each Receiver shall be the agent of the Chargor which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him or her. The Security Trustee will not be responsible for any misconduct, negligence or default of a Receiver.

### **13.2 Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 (to the extent relevant) shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the Chargor and comprised in the Charged Property;
- (e) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (f) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (g) settle 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 to any of the Charged Property;
- (h) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 13.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the Chargor for all such purposes,

and in each case may use the name of the Chargor and exercise the relevant power in any manner which he may think fit.

### **13.3 Removal of Receiver**

The Security Trustee may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

### **13.4 Remuneration of Receiver**

The Security Trustee may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and 109(8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

### 13.5 **Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

## 14. **PROTECTION OF THIRD PARTIES**

### 14.1 **No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Trustee, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Trustee or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

### 14.2 **Receipt Conclusive**

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

## 15. **PROTECTION OF SECURITY TRUSTEE AND RECEIVER**

### 15.1 **Role of Security Trustee**

The provisions set out in clause 39 (*The Security Trustee*) of the Facilities Agreement shall govern the rights, duties and obligations of the Security Trustee under this deed.

### 15.2 **Delegation**

The Security Trustee may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may in its absolute discretion think fit. The Security Trustee will not be liable or responsible to the Chargor or any other person for any losses or liabilities arising from any act, default, omission or misconduct on the part of any Delegate or sub-delegate and shall not be responsible for supervising the acts of any such Delegate or sub-delegate.

### 15.3 **No Liability**

Neither the Security Trustee nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any costs, expenses, charges, losses, damages or liabilities which arise out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default or fraud.

### 15.4 **Possession of Charged Property**

Without prejudice to Clause 15.3 (*No Liability*), if the Security Trustee or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion relinquish such possession.

## **16. APPLICATION OF ENFORCEMENT PROCEEDS**

### **16.1 Order of Application**

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Trustee or any Receiver or Delegate pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in accordance with clause 28.25 (*Post-enforcement Payment Cascade*) of the Facilities Agreement notwithstanding any purported appropriation by the Chargor.

### **16.2 Suspense Account**

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of the Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into an interest bearing suspense account.

## **17. PROTECTION OF SECURITY**

### **17.1 Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.

### **17.2 Other Security**

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Trustee or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This security may be enforced against the Chargor without first having recourse to any other rights of the Security Trustee or any other Secured Party.

### **17.3 Cumulative Powers**

- (a) The powers which this deed confers on the Security Trustee, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Trustee, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Trustee, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

#### **17.4 Amounts Avoided**

If any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

#### **17.5 Discharge Conditional**

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security 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 this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### **17.6 Waiver of Defences**

The obligations of the Chargor under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

#### **17.7 Non-competition**

Until all amounts which may be or become payable in respect of the Secured Obligations have been irrevocably paid in full and unless the Security Trustee otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of the Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents; and/or
- (c) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

The Chargor shall hold any benefit, payment or distribution received by it contrary to this Clause 17.7 (*Non-competition*) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 16 (*Application of Enforcement Proceeds*).

#### **17.8 Subsequent Security - Ruling-off Accounts**

If the Security Trustee or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Facilities Agreement) it may open a new account for the Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the Chargor), as from the time it receives that notice, all payments made by the Chargor to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

#### **17.9 Redemption of Prior Charges**

The Security Trustee may, at any time after an Enforcement Event has occurred redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor. The Chargor will on demand pay to the Security Trustee all principal monies and interest and all losses incidental to any such redemption or transfer.

### **18. DEFAULT INTEREST**

Any amounts payable by the Chargor under this deed will, if not paid when due, carry interest determined in accordance with clause 12.3 (*Default interest*) of the Facilities Agreement.

### **19. SET-OFF**

- (a) Any Secured Party may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of the Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

### **20. NOTICES**

Clause 44 (*Notices*) of the Facilities Agreement shall apply to this deed as if set out in full in this Clause 20.

### **21. CHANGES TO PARTIES**

#### **21.1 Assignment by the Security Trustee**

The Security Trustee may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

## 21.2 **Changes to Parties**

The Chargor authorises and agrees to changes to parties under clause 35 (*Changes to the Lenders*), clause 36 (*Change of Facility Agent and Security Trustee*) and clause 37 (*Changes to the Obligors*) of the Facilities Agreement and clause 4 (*New Facility Agent or new Security Trustee*) of the Subordination Deed, and authorises the Security Trustee to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

## 22. **CURRENCY**

### 22.1 **Conversion**

All monies received or held by the Security Trustee or any Receiver under this deed may be converted into any other currency which the Security Trustee considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at a market rate of exchange then prevailing.

### 22.2 **No Discharge**

No payment to the Security Trustee (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Trustee has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

## 23. **MISCELLANEOUS**

### 23.1 **Certificates Conclusive**

A certificate or determination of the Security Trustee as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

### 23.2 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

### 23.3 **Counterparts**

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

### 23.4 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

### 23.5 **Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Security Trustee nor any Secured Party has any actual or contingent liability to advance further monies to,



or incur liability on behalf of, the Chargor, the Security Trustee and each Secured Party shall, at the cost of the Chargor, take any action which is necessary to release the Charged Property from the security constituted by this deed.

24. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a "**Dispute**").
- (c) The parties to this deed 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.

**IN WITNESS** whereof this deed has been duly executed and delivered on the above date first above written.

## SCHEDULE 1

### Accounts

Account	Account Bank	Sort Code	Account Number
Proceeds Account			
Distribution Account			

## SCHEDULE 2

### PART 1

#### Subsidiary Shares and Subsidiary Loan Notes

Chargor	ProjectCos	Number and class of shares	Total loan notes issued by the ProjectCos and held by the Chargor	Details of nominees (if any) holding legal title to shares or loan notes
Chargor	Gravel Pit Biogas Limited	184 ordinary shares of £1.00	£18,216,235 loan notes, issued pursuant to the loan note instrument constituting up to £18,500,000 fixed rate secured loan notes 2036 dated 30 April 2020 and evidenced by such instrument and loan note certificate no. 7 issued to the Borrower over £18,216,235 loan notes dated on or around the date of this deed.	None
Chargor	St. Boswells Biogas Limited	750 B ordinary shares of £1.00 and 175 A ordinary shares of £1.00	Described in Part 2 of this Schedule 2.	None
Chargor	Keithick Biogas Limited	28,000 B ordinary shares of £1.00	Described in Part 2 of this Schedule 2.	None
Chargor	Leeming Biogas Limited	110 ordinary shares of £1.00	£14,423,180 A loan notes, issued pursuant to the A loan stock instrument constituting up to £14,500,000 10 per cent secured loan notes dated 29 January 2019 and evidenced by such instrument and loan note certificate no. 4 issued to the Borrower over £14,423,180 loan notes dated on or around the date of this deed.	None

Chargor	Biogen Gwyriad Limited	1,200 B ordinary shares of £0.01	£441,933 B loan notes, issued pursuant to the Series B loan note instrument constituting up to £4,032,500 of unsecured institutional loan notes 2020-2022 dated 19 July 2012 and evidenced by such instrument and loan note certificate no. 14 issued to the Borrower over £102,500 B loan notes dated on or around the date of this deed.	None
Chargor	Biogen Waen Limited	450 B ordinary shares of £0.01	£2,984,690.94 B loan notes, issued pursuant to the Series B loan note instrument constituting up to £4,809,185 of unsecured institutional loan notes 2020-2022 dated 31 October 2012 and evidenced by such instrument and loan note certificate no. 10 issued to the Borrower over £2,214,185 B loan notes dated on or around the date of this deed.	None
Chargor	JFS Washfold Biogas Limited	489 ordinary shares of £1.00	£2,323,275 loan notes, issued pursuant to the loan note instrument constituting up to £2,750,000 fixed rate secured loan notes 2021 dated 1 June 2018 (as amended by a deed of variation dated on or around the date of this deed) and evidenced by such instrument and loan note certificate no. 3 issued to the Borrower over £2,323,275 loan notes dated on or around the date of this deed.	None
Chargor	JFS Howla Hay Biogas Limited	200 ordinary shares of £1.00	£3,075,472 loan notes, issued pursuant to the loan note instrument constituting up to £3,500,000 fixed rate secured loan notes 2021 dated 5 February 2019 (as amended by a deed of variation dated on or around the date of this deed) and evidenced by such instrument and loan note certificate no. 4 issued to the Borrower over £3,075,472 loan notes dated on or around the date of this deed.	None

Chargor	JFS Westholme Biogas Limited	163 ordinary shares of £1.00	£5,433,972 loan notes, issued pursuant to the loan note instrument constituting up to £6,000,000 fixed rate secured loan notes 2023 dated 1 June 2018 (as amended by a deed of variation dated on or around the date of this deed) and evidenced by such instrument and loan note certificate no. 5 issued to the Borrower over £5,433,972 loan notes dated on or around the date of this deed.	None
Chargor	JFS Home Farm Biogas Limited	158 ordinary shares of £1.00	£2,110,727 loan notes, issued pursuant to the loan note instrument constituting up to £2,500,000 fixed rate secured loan notes 2023 dated 1 June 2018 (as amended by a deed of variation dated on or around the date of this deed) and evidenced by such instrument and loan note certificate no. 3 issued to the Borrower over £2,110,727 loan notes dated on or around the date of this deed.	None
Chargor	JFS Wray House Biogas Limited	86 ordinary shares of £1.00	£4,232,502 loan notes, issued pursuant to the loan note instrument constituting up to £4,750,000 fixed rate secured loan notes 2023 dated 1 June 2018 (as amended by a deed of variation dated on or around the date of this deed) and evidenced by such instrument and loan note certificate no. 3 issued to the Borrower over £4,232,502 loan notes dated on or around the date of this deed.	None

## PART 2

### Scottish Loan Notes

Chargor	ProjectCos	Number and class of shares	Total loan notes issued by the ProjectCos and held by the Chargor	Details of nominees (if any) holding legal title to shares or loan notes
Chargor	St. Boswells Biogas Limited	Described in Part 1 of this Schedule 2.	£11,163,108 loan notes, issued pursuant to the loan note instrument constituting up to £11,163,108 secured fixed rate loan notes dated 19 September 2014 (as amended by (1) the minute of amendment to the same, dated 31 July 2015, and (2) a deed of variation dated on or around the date of this deed) and evidenced by such instrument and loan note certificate no. 7 issued to the Borrower over £11,163,108 loan notes dated on or around the date of this deed.	None
Chargor	Keithick Biogas Limited	Described in Part 1 of this Schedule 2.	£5,502,858 loan notes, issued pursuant to the loan note instrument constituting up to £5,502,858 fixed rate secured notes dated 7 February 2014 (as amended by a deed of variation dated on or around the date of this deed) and evidenced by such instrument and loan note certificate no. 3 issued to the Borrower over £5,502,858 loan notes dated on or around the date of this deed.	None

£1,600,000 working capital loan notes issued pursuant to the loan note instrument constituting up to £1,600,000 fixed rate secured working capital loan notes dated 7 February 2014 (as amended by (1) the minute of amendment to the same, dated 9 April 2015, (2) the minute of amendment to the same, dated 12 June 2015 and (3) a deed of variation dated on or around the date of this deed) and evidenced by such instrument and loan note certificate no. 5 issued to the Borrower over £1,600,000 loan notes dated on or around the date of this deed.

None

### SCHEDULE 3

#### Form of notice to Account Banks

To: **[insert name and address of Account Bank]** (the "Account Bank")

Dated: ●

**Re: Iona Environmental Infrastructure Holdco Limited (the "Customer")- Security over Bank Account[s]**

We notify you that we have charged in favour of Banco de Sabadell, S.A. (the "**Security Trustee**") for the benefit of itself and certain other parties all our right, title and interest in and to the monies from time to time standing to the credit of the account[s] identified in the Schedule A to this notice (the "**Charged Account[s]**") and to all interest (if any) accruing on the Charged Account[s].

1. You may continue to deal with the Chargor in relation to the Charged Accounts until you receive notice to the contrary from the Security Trustee. Thereafter, the Chargor will cease to have any right to deal with the Charged Accounts and therefore from that time you should deal only with the Security Trustee.
2. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Account[s] to the order of the Security Trustee and to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
  - (b) to disclose to the Security Trustee any information relating to the Charged Account[s] which the Security Trustee may from time to time request you to provide.
3. We also advise you that:
  - (a) after receipt of written notice in accordance with paragraph 1, the Security Trustee will have sole signing rights to the Charged Account[s] and therefore we may not withdraw any monies from the Charged Account[s] without first having obtained the prior written consent of the Security Trustee; and
  - (b) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Trustee.
4. Please sign and return the enclosed copy of this notice to the Security Trustee by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that the Customer has assigned or charged its rights to the monies standing to the credit of the Charged Account[s] or otherwise granted any security or other interest over those monies in favour of any third party;
  - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Account[s]; and



- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Customer, any right of set-off, counter-claim or other right relating to the Charged Account[s].

The provisions of this notice are governed by English law.

#### **Schedule A**

**Account Number**

[●]

**Sort Code**

[●]

Yours faithfully,

.....  
**Name:**

for and on behalf of

**Iona Environmental Infrastructure Holdco Limited**

Counter-signed by

.....  
**Name:**

for and on behalf of

**Banco de Sabadell, S.A.**

**[On acknowledgement copy]**

To:

**Banco de Sabadell, S.A.**

The Leadenhall Building, Level 37, 122 Leadenhall Street, London, EC3V 4AB

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....  
**Name:**

for and on behalf of

**[Insert name of Account Bank]**

Dated:

●

## SCHEDULE 4

### Form of notice to counterparties

#### PART 1

#### Form of notice to issuers of Subsidiary Loan Notes

To: **[insert name and address of issuer]**

Dated: ●

**Re: [here identify the relevant Subsidiary Loan Notes] (the "Loan Notes")**

We notify you that **Iona Environmental Infrastructure Holdco Limited** (the "**Chargor**") has charged and assigned in favour of **Banco de Sabadell, S.A.** (the "**Security Trustee**") for the benefit of itself and certain other parties (the "**Secured Parties**") by way of first fixed charge and assignment all its right, title and interest in the Loan Notes as security for certain obligations owed by the Chargor to the Secured Parties.

We further notify you that:

1. the Chargor may not exercise any rights that it may have to amend or terminate the Loan Notes without the prior written consent of the Security Trustee;
2. you may continue to deal with the Chargor in relation to the Loan Notes until you receive written notice to the contrary from the Security Trustee. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Loan Notes and therefore from that time you should deal only with the Security Trustee;
3. you are authorised to disclose information in relation to the Loan Notes to the Security Trustee on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Loan Notes direct to the Security Trustee (and not to the Chargor) unless the Security Trustee otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned or charged its rights under the Loan Notes to a third party or created any other interest (whether by way of security or otherwise) in the Loan Notes in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Loan Notes.

The provisions of this notice are governed by English law.

Yours faithfully

.....

**Name:**

for and on behalf of

**Iona Environmental Infrastructure Holdco Limited**

**[On acknowledgement copy]**

To: **Banco de Sabadell, S.A.**

The Leadenhall Building, Level 37, 122 Leadenhall Street, London, EC3V 4AB

Copy to: **Iona Environmental Infrastructure Holdco Limited**

123 Pall Mall, London, SW1Y 5EA

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

**Name:**

for and on behalf of

**[insert name of Counterparty]**

Dated:

## PART 2

### Form of notice to counterparties of Assigned Agreements

To: **[insert name and address of counterparty]**

Dated: ●

**Re: [here identify the relevant Assigned Agreement] (the "Agreement")**

We notify you that **Iona Environmental Infrastructure Holdco Limited** (the "**Assignor**") has assigned to **Banco de Sabadell, S.A.** (the "**Security Trustee**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Assignor to the Secured Parties.

We further notify you that:

1. the Assignor may not exercise any rights that it may have to amend or terminate the Agreement without the prior written consent of the Security Trustee;
2. you may continue to deal with the Assignor in relation to the Agreement until you receive written notice to the contrary from the Security Trustee. Thereafter, the Assignor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Trustee;
3. you are authorised to disclose information in relation to the Agreement to the Security Trustee on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Assignor is entitled under the Agreement direct to the Security Trustee (and not to the Assignor) unless the Security Trustee otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Assignor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Assignor has assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Assignor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

**Name:**

for and on behalf of

**Iona Environmental Infrastructure Holdco Limited**

**[On acknowledgement copy]**

To: **Banco de Sabadell, S.A.**

The Leadenhall Building, Level 37, 122 Leadenhall Street, London, EC3V 4AB

Copy to: **Iona Environmental Infrastructure Holdco Limited**

123 Pall Mall, London, SW1Y 5EA

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

**Name:**

for and on behalf of

**[insert name of Counterparty]**

**Dated:**

**SIGNATORIES TO BORROWER CHARGE AND ASSIGNMENT AGREEMENT**

**Chargor**

**EXECUTED** and **DELIVERED** as a deed for and )  
on behalf of **IONA ENVIRONMENTAL** )  
**INFRASTRUCTURE HOLDCO LIMITED** acting  
by:

Signature of director: .....

Name of director: GRAHAM MACKENZIE

in the presence of

Signature of witness: .....

Name of witness: LAURA MACKENZIE

Address of witness: .....

Occupation of witness: .....

**Security Trustee**

**EXECUTED** and **DELIVERED** as a deed for     )  
and on behalf of **BANCO DE SABADELL,**     )  
**S.A.** acting by:

Signature of authorised signatory: .....

Name of authorised signatory: .....

acting under a power of attorney dated

\_\_\_\_\_

Signature of authorised signatory: .....

Name of authorised signatory: .....

acting under a power of attorney dated

\_\_\_\_\_