

MR01

Particulars of a charge



W10504/03

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

 You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**

TUESDAY



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17/02/2015

#421

COMPANIES HOUSE

1 Company details

Company number

S	C	1	9	5	5	3	9
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Company name in full

AUCHENCARROCH ENERGY LIMITED

For official use

14

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

d	0	d	4	m	0	m	2	y	2	y	0	y	1	y	5
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	U.S. BANK TRUSTEES LIMITED (as Security Agent)
Name	
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

N/A

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

X

PARTNER, FOR AND ON BEHALF OF CMS CAMERON MCKENNA LLP

This form must be signed by a person with an interest in the charge.

MR01**Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Kirsty MacKay**

Company name
CMS CAMERON MCKENNA LLP

Address **191 WEST GEORGE STREET**

Post town **GLASGOW**

County/Region

Postcode **G 2 2 L D**

Country **SCOTLAND UK**

DX

Telephone **0141 304 6238**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 195539

Charge code: SC19 5539 0014

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th February 2015 and created by AUCHENCARROCH ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2015.

Given at Companies House, Edinburgh on 20th February 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I CERTIFY THAT, SAVE FOR MATERIAL
REDACTED PURSUANT TO S.859G OF
THE COMPANIES ACT 2006, THIS COPY
INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL


.....
For and on behalf of:

CMS Cameron McKenna LLP
191 West George Street, Glasgow G2 2LD

Date:

13/2/15

AUCHENCARROCH ENERGY LIMITED

in favour of

U.S. BANK TRUSTEES LIMITED

(as Security Agent)

FLOATING CHARGE

THE COMPANY HAS AGREED TO ASSIGN TO THE LENDER ALL OF ITS RIGHTS AND INTERESTS IN THE INSTRUMENTS AND TO WARRANT THAT THE INSTRUMENTS ARE TRUE AND CORRECT COPIES OF THE ORIGINAL INSTRUMENTS.

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THIS FLOATING CHARGE is made **BETWEEN**:

- (1) **AUCHENCARROCH ENERGY LIMITED**, a company incorporated in Scotland with registered number SC195539 (the "**Company**");

in favour of
- (2) **U.S. BANK TRUSTEES LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Floating Charge:

"**Acceleration Event**" has the meaning given to that term in the Intercreditor Agreement;

"**Intercreditor Agreement**" means the intercreditor agreement dated on or around the date of this Floating Charge and entered into, by amongst others, MEIF Lux Renewables S.À.R.L. as Parent, MEIF Renewable Energy UK PLC as Company and Senior Secured Notes Issuer, Elavon Financial Services Limited as RCF Agent and U.S. Bank Trustees Limited as Security Agent and Senior Secured Notes Trustee;

"**Parties**" means each of the parties to this Floating Charge from time to time;

"**Quasi-Security**" means a transaction in which the Company:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Company or any other member of the Group;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;

"**Receiver**" means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this Floating Charge;

"**Secured Assets**" means the whole of the property (including uncalled capital) which is or may be from time to time, while this Floating Charge is in force, comprised in the property and undertaking of the Company;

"**Secured Obligations**" has the meaning given to that term in the Intercreditor Agreement, excluding, for the avoidance of doubt, the Secured Liabilities under the Senior Unsecured Notes Documents;

"**Security**" means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Senior Debt Documents" means RCF Finance Documents, the Credit Facility Documents, the Senior Secured Notes Documents, the Pari Passu Debt Documents, the Second Lien Debt Documents and the Hedging Agreements;

"Senior Facility Agreement" means the senior revolving facility agreement dated on or around the date of this Floating Charge comprising a £20,000,000 revolving credit facility made between the Obligors (as defined in therein) the Security Agent and the lenders named therein;

"Senior Secured Parties" has the meaning given to the term "Secured Parties" in the Intercreditor Agreement other than the Senior Unsecured Creditors;

1.2 Construction

In this Floating Charge, unless a contrary intention appears, a reference to:

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;
- (c) **"assets"** includes present and future properties, revenues and rights of every description;
- (d) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (e) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (f) 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;
- (g) 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; and
- (h) references to any matter being **"permitted"** under one or more of the Senior Debt Documents shall include references to such matters not being prohibited under such Senior Debt Documents.

1.3 Other References

- (a) In this Floating Charge, unless a contrary intention appears, a reference to:
 - (i) any Senior Secured Party, Company or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Senior Debt Documents;
 - (ii) any Senior Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or

novated, including by way of increase of the facility or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Senior Debt Document;

(iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Floating Charge and any reference to this Floating Charge includes its schedules; and

(iv) a provision of law is a reference to that provision as amended or re-enacted.

(b) The index to and the headings in this Floating Charge are inserted for convenience only and are to be ignored in construing this Floating Charge.

(c) Words importing the plural shall include the singular and vice versa.

1.4 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Floating Charge, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Floating Charge.

1.5 Miscellaneous

(a) Notwithstanding any other provision of this Floating Charge, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing this Floating Charge to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by the Company or a ground for the appointment of a Receiver.

(b) This Floating Charge is subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of this Floating Charge and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

2. COVENANT TO PAY

The Company covenants with the Security Agent (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 in accordance with the terms of the relevant Senior Debt Documents.

3. FLOATING CHARGE

The Company, as continuing security for the payment of the Secured Obligations, grants in favour of the Security Agent a floating charge over the Secured Assets.

4. FURTHER ASSURANCE

4.1 General

(a) Subject to the Agreed Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require):

- (i) to perfect the Security created or intended to be created under or evidenced by this Floating Charge or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this Floating Charge or by law;
 - (ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Floating Charge; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Floating Charge.
- (b) Subject to the Agreed Security Principles, the Company 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 Agent or the Secured Parties by or pursuant to this Floating Charge.

5. NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

5.1 Save as otherwise provided in the Intercreditor Agreement, the Company must not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Secured Assets; or
- (b) sell, transfer, lease out, lend, accept or agree to accept the surrender or otherwise dispose of all or any part of the Secured Assets (other than on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so

except as permitted by the Senior Debt Documents or with the prior consent of the Security Agent.

- 5.2 Save as otherwise provided in the Intercreditor Agreement, any fixed security granted by the Company in favour of the Security Agent (whether before or after the date of execution of this Floating Charge) shall rank in priority to this Floating Charge.
- 5.3 In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in Clause 5.1 or with the consent of the Security Agent under Clause 5.1 but with no written agreement of the Security Agent as to the ranking of them, this Floating Charge shall rank in priority to that fixed security or floating charge.
- 5.4 The Company will notify the Security Agent promptly in the event of any creditor exercising diligence against it or any of the Secured Assets wherever situated or taking any steps which might be expected to lead thereto.
- 5.5 The Company will notify the Security Agent promptly of the acquisition by it of any heritable, freehold or leasehold property.
- 5.6 The Company will, if the Security Agent so requires, deposit with the Security Agent all certificates, deeds and other documents of title or evidence of ownership in relation to all or any of the Secured Assets.

6. PROTECTION OF SECURITY

- 6.1 The Security constituted by this Floating Charge shall be a continuing security notwithstanding any settlement of all or any part of the Secured Obligations or any other act, matter or thing.
- 6.2 The Security constituted by this Floating Charge shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other Security, right or remedy which the Security Agent may now or at any time hereafter hold for all or any part of the Secured Obligations.
- 6.3 No failure on the part of the Security Agent to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Floating Charge or any other document relating to or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Floating Charge and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 6.4 Each of the provisions in this Floating Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Floating Charge shall not in any way be affected or impaired by that occurrence.
- 6.5 If the Security Agent receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Secured Assets and/or the proceeds of sale(s) thereof, the Security Agent may open a new account or accounts in the name of the Company. If the Security Agent does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives or was deemed to have received notice and as and from that time all payments made by the Company to the Security Agent (whether in its capacity as trustee or otherwise) shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Floating Charge is security.
- 6.6 Neither the Security constituted by this Floating Charge nor the rights, powers, discretions and remedies conferred upon the Security Agent by this Floating Charge or by law shall be discharged, impaired or otherwise affected by reason of:
- (a) any present or future security, guarantee, indemnity or other right or remedy held by or available to the Security Agent being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Agent from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - (b) the Security Agent compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Company or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Company or any other person; or
 - (c) any act or omission which would not have discharged or affected the liability of the Company had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Company from the Secured Obligations; or

- (d) any legal limitation, disability, incapacity or other similar circumstance relating to the Company.
- 6.7 The Security Agent shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Floating Charge or by law, to:
- (a) take any action or obtain judgement or decree in any court against the Company; or
 - (b) make or file any claim to rank in a winding-up or liquidation of the Company; or
 - (c) enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Agent, in respect of any of the Company's obligations under the Senior Facility Agreement.

7. SECURITY AGENT'S POWER TO REMEDY

If the Company fails to comply with any obligation set out in Clause 6 (*Protection of Security*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the Company or the Company becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of the Company which is necessary to ensure that those obligations are complied with.

8. ENFORCEMENT OF SECURITY

8.1 Enforcement Powers

In addition to any statutory provisions concerning enforceability or attachment upon which this Floating Charge shall become enforceable and to the Security Agent's powers of appointment and other rights and powers, this Floating Charge shall become exercisable at any time after:

- (a) the occurrence of an Acceleration Event; or
- (b) the receipt of any request from the board of directors of the Company,

and the Security Agent may then (or as soon thereafter as permitted by law) by instrument in writing appoint any person or persons (if more than one with power to act both jointly and separately) to be an administrator of the Company or (subject, if applicable, to Section 72A of the Insolvency Act 1986) a receiver of the Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause 8.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Security Agent shall be entitled so to appoint another person as Receiver in his place.

8.2 Administrator's Powers

A Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and a Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act 1986, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 together with (in either case) the power to exercise any powers or rights

incidental to ownership of the Secured Assets, including (as regards shares and other securities) any voting rights or rights of enforcing the same together with power to:

- (a) implement and exercise all or any of the Company's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;
- (b) make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Company;
- (c) promote or procure the formation of any new company or corporation;
- (d) subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Company and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;
- (e) sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Secured Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Company and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) for it, any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
- (f) sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Company any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
- (g) convene an extraordinary general meeting of the Company;
- (h) acquire any property on behalf of the Company;
- (i) do all such other acts and things as he may consider necessary or desirable for protecting or realising the Secured Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Floating Charge and exercise in relation to the Secured Assets, or any part thereof, all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same and use the name of the Company for all and any of the purposes aforesaid;

subject always to the rights of the Security Agent as holder of this Floating Charge.

8.3 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Secured Assets constitutes "financial collateral" and this Floating Charge and the obligations of the Company hereunder constitute "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the "Regulations")), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the Company at any time after an Acceleration Event has occurred.
- (b) The Parties agree that the value of any such appropriated financial collateral shall be:
 - (x) in the case of securities, the price at which such securities can be disposed of by

the Security Agent; and (y) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a manner which is commercially reasonable (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

9. RECEIVERS

9.1 Appointment of Receiver

- (a) Subject to paragraph (c) below, and in accordance with Clause 8 (Enforcement of Security), at any time after an Acceleration Event has occurred, or if so requested by the Company, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Secured Assets.
- (b) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.
- (c) Paragraph 14 of Schedule B1 to the insolvency Act 1986 shall apply and accordingly this Floating Charge is a qualifying floating charge.

9.2 Powers of Receiver

Each Receiver appointed under this Floating Charge shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Insolvency Act 1986 (each of which is deemed incorporated in this Floating Charge), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the Company, each Receiver shall have power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the Company;
- (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) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Secured Assets, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Secured Assets and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Secured Assets on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Secured Assets and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the stocks, shares and other securities owned by the Company and comprised in the Secured Assets, but only following a written notification from either the Receiver or the Security Agent to the Company stating that the Security Agent shall exercise all voting rights in respect of the stocks,

shares and other securities owned by the Company and comprised in the Secured Assets;

- (h) redeem any prior Security on or relating to the Secured Assets 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 Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this Floating Charge and/or to guard or protect the Secured Assets upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating to any of the Secured Assets;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Secured Assets;
- (l) purchase or acquire any land or any interest in or right over land; and
- (m) 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 9.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets, and use the name of the Company for all such purposes,

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

9.3 Receiver as Agent

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

9.4 Removal of Receiver

The Security Agent 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.

9.5 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

9.6 Several Receivers

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

10. APPLICATION OF PROCEEDS

10.1 Order of Application

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Floating Charge shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by the Company.

10.2 Insurance Proceeds

If an Acceleration Event has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Secured Assets shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the Company) or (except in the case of leasehold premises) in reduction of the Secured Obligations.

10.3 Application against Secured Obligations

Subject to Clause 10.1 above, any moneys or other value received or realised by the Security Agent from the Company or a Receiver under this Floating Charge may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

10.4 Suspense Account

Until the Secured Obligations are paid in full, the Security Agent or the Receiver (as applicable) may place and keep (for such time as it shall determine) any money received, recovered or realised pursuant to this Floating Charge or on account of the Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Company or the Security Agent or the Receiver as the Security Agent or the Receiver shall think fit) and the Security Agent or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

11. PROTECTION OF SECURITY AGENT AND RECEIVER

11.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Secured Assets or for any loss or damage which arises 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 under the Senior Debt Documents.

11.2 Possession of Secured Assets

Without prejudice to Clause 11.1 above, if the Security Agent or the Receiver enters into possession of the Secured Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

11.3 Primary liability of the Company

The Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Secured Assets shall be deemed to be a principal security for the Secured Obligations. The liability of the Company under this Floating Charge

and the charges contained in this Floating Charge shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Senior Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Company (as a surety only) or the charges contained in this Floating Charge (as secondary or collateral charges only) would, but for this provision, have been discharged.

11.4 Waiver of defences

Clause 23 (*Guarantee and Indemnity*) of the Senior Facility Agreement will apply in relation to this Floating Charge as if incorporated in this Floating Charge, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of the Company under this Floating Charge.

11.5 Security Agent

- (a) The provisions set out in clause 19 (The Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Floating Charge. The Security Agent executes this Floating Charge in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement for and on behalf of the Secured Parties for which it acts. It will exercise its powers and authority under this Floating Charge in the manner provided for in this Floating Charge and in the Intercreditor Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, indemnities and benefits conferred on it under the Intercreditor Agreement in accordance with the terms thereof.
- (b) The Security Agent shall not owe any fiduciary duties to the Company.
- (c) Notwithstanding any other provision of this Floating Charge, in acting under and in accordance with this Floating Charge the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Intercreditor Agreement at any time, and where it so acts on the instructions of the Secured Parties the Security Agent shall not incur any liability to any person for so acting.
- (d) The powers conferred on the Security Agent hereunder are solely to protect the interests of the Secured Parties in the Charged Property and shall not impose any duty upon the Security Agent or any Secured Party to exercise any such powers.

11.6 Delegation

The Security Agent 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 Floating Charge to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to the Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

11.7 Cumulative Powers

The powers which this Floating Charge confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Floating Charge are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, 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. The respective powers of the Security Agent, 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.

12. POWER OF ATTORNEY

The Company irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for this purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) 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, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Floating Charge, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Floating Charge or otherwise for any of the purposes of this Floating Charge, and the Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney. The power of attorney referred to in this Clause 12 may only be exercised following: (i) the occurrence of an Event of Default that is continuing; or (ii) a failure by the Company to carry out any further assurance or perfection obligation under this Floating Charge (and any grace period applicable thereto has expired), and, in the case of sub-paragraph (ii), only to the extent necessary in order to complete such further assurance or perfection obligations.

13. COSTS AND EXPENSES

For the avoidance of doubt, clause 24 (*Costs and Expenses*) of the Intercreditor Agreement shall apply to any amount payable under this Floating Charge to the Security Agent any Senior Secured Party or to any Receiver or Delegate.

14. REINSTATEMENT AND RELEASE

14.1 Amounts Avoided

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

14.2 Discharge Conditional

Any settlement or discharge between the Company and any Senior Secured Party shall be conditional upon no security or payment to that Senior Secured Party by the Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Senior Secured Party under this Floating Charge) that Senior Secured Party shall be entitled to recover from the Company the value which that Senior Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

14.3 Covenant To Release

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Senior Secured Party has any actual or contingent liability to advance further moneys to, or incur liability on behalf of, the Company, or as required to effect any transaction pursuant to clause 16.1 (*Non-Distressed Disposals*) of the Intercreditor Agreement, the Security Agent and each Senior Secured Party shall, at the request and cost of

the Company, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Secured Assets (or any part of it) from the Security constituted by this Floating Charge (including the return of any documents deposited with the Security Agent pursuant to this Floating Charge).

15. CURRENCY CLAUSES

15.1 Conversion

All moneys received or held by the Security Agent or any Receiver under this Floating Charge may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

15.2 No Discharge

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Company in respect of which it was made unless and until the Security Agent 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 Agent shall have a further separate cause of action against the Company and shall be entitled to enforce the Security constituted by this Floating Charge to recover the amount of the shortfall.

16. SET-OFF

After the occurrence of an Acceleration Event, a Senior Secured Party may (but is not obliged to) retain any money standing to the credit of the Company with such Senior Secured Party in any currency upon any account or otherwise (whether or not in the Company's name) as cover for any Secured Obligations and/or at any time or times without notice to the Company combine or consolidate all or any of such money with all or such part of the Secured Obligations due or owing by it as such Senior Secured Party may select and such Senior Secured Party may purchase with any such money any other currency required to effect such combination or consolidation.

17. RULING OFF

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

18. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after an Acceleration Event has occurred, redeem any prior Security on or relating to any of the Secured Assets 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 Company. The Company will on demand pay to the Security

Agent all principal moneys and interest and all losses incidental to any such redemption or transfer.

19. NOTICES

Any communication to be made under or in connection with this Floating Charge shall be made in accordance with the provisions of clause 27 (*Notices*) of the Intercreditor Agreement.

20. MISCELLANEOUS

20.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this Floating Charge will be conclusive and binding on the Company, except in the case of manifest error.

20.2 Invalidity of any Provision


If any provision of this Floating Charge 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.

21. GOVERNING LAW AND JURISDICTION

- (a) Subject to Clause (b) below, the Company irrevocably submits to the non-exclusive jurisdiction of the Scottish courts to settle any dispute arising out of or in connection with this Floating Charge (a "Dispute"). The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (b) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Floating Charge shall limit the right of the Secured Parties to bring any legal action against the Company in any other court of competent jurisdiction.


IN WITNESS whereof this Floating Charge and the preceding 14 pages are executed as follows:

SUBSCRIBED for and on behalf of Auchencarroch Energy Limited

acting by:  (Director) EDWIN JOHN WILLIAMS (Print Name)

on the 4th day of FEBRUARY 2015

before this witness:

Witness:  (Signature)

Name: LLOYD JONES


Address: _____


Occupation: SOLICITOR

WIKELAND & ELLIS INTERNATIONAL LLP
30 St Mary Axe
London
EC3A 8AF

SUBSCRIBED for and on behalf of
U.S. Bank Trustees Limited acting by:

Hamyd Mazrae
Authorised Signatory

 (Authorised Signatory) _____ (Print Name)

 (Authorised Signatory) LAURENCE GRIFFITHS (Print Name)

Authorised Signatory

on the 3rd day of FEBRUARY 2015