

MR01

Particulars of a charge

100106/52



Companies House

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.

FRIDAY



LD2 *L4166CIA* #43
13/02/2015
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within 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. This will be scanned and placed on the public record. Do not send the original.

1 Company details		<small>For official use</small>
Company number	S C 1 9 5 5 3 9	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Auchencarroch Energy Limited	

2 Charge creation date	
Charge creation date	0 5 / 0 2 / 2 0 1 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
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below. <input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

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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 *Latham + Wattkins* X

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 **David Hallett**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town

County/Region **London**

Postcode

E	C	2	M		3	X	F
---	---	---	---	--	---	---	---

Country **England**

DX

Telephone **0207 710 4538**

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 0016

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th February 2015 and created by AUCHENCARROCH ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2015.

Given at Companies House, Edinburgh on 23rd February 2015

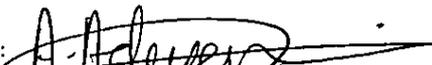


Companies House



I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

EXECUTION VERSION

Signature: 

Date: 12/2/2015

5 February 2015

**MEIF RENEWABLE ENERGY UK PLC
and
the other Chargors listed in Schedule 1**

and

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

DEBENTURE

**This Deed is entered into with the benefits of and subject to the terms of
the Intercreditor Agreement (as defined herein)**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

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5 February

THIS DEED is made on _____ 2015

BETWEEN:

- (1) **MEIF RENEWABLE ENERGY UK PLC**, a company incorporated in England and Wales with registered number 09194088 (the "**Company**");
- (2) **THE COMPANIES** listed in Schedule 1 (*The Chargors*); and
- (3) **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 Debenture:

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

"**Account Notice**" means a notice substantially in the form set out in Part III of Schedule 7 (*Forms of Notices*);

"**Agreed Security Principles**" has the meaning given to that term in the Senior Facility Agreement;

"**Assigned Agreements**" means the Intra-Group Debt Documents, each Power Purchasing Agreement and any other agreement designated as an Assigned Agreement by the Company and the Security Agent;

"**Bank Accounts**" means the accounts of the Chargors set out in Schedule 5 (*Bank Accounts*) of this Debenture and such other accounts as agreed by the Company and/or the relevant Chargor and the Security Agent and, (following the occurrence of an Acceleration Event), such other accounts as the Security Agent shall specify, in each case, together with the debt or debts represented thereby;

"**Charged Property**" means all the assets and undertakings of the Chargors which from time to time are subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture and any Security Accession Deed;

"**Chargor**" means:

- (a) the Company;
- (b) each of the Companies listed in Schedule 1 (*The Chargors*); and
- (c) each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"**Counterparty Notice**" means a notice substantially in the form set out in Part I of Schedule 7 (*Forms of Notices*);

"**Direct Agreement**" means each of the MEIF LG Direct Agreement and the MEIF Renewable Direct Agreement;

“Equipment” means all plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, in each case which is owned by a Chargor;

“Insurance Notice” means a notice substantially in the form set out in Part II of Schedule 7 (*Forms of Notices*);

“Insurance Policies” means all policies of insurance in respect of which claims thereunder may be mandatorily prepaid and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 6 (*Insurance Policies*) but excluding any third party liability or public liability insurance and any directors and officers insurance;

“Intellectual Property” means any material trade marks (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 4 (*Material Intellectual Property*);

“Intercreditor Agreement” means the intercreditor agreement dated on or around the date of this Deed 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;

“Material Intellectual Property” means

- (a) Intellectual Property owned by a Chargor which is material in the context of the business of any Chargor or the Group as a whole; and/or
- (b) Intellectual Property which has a book value of £1,000,000 or more;

“Material Property” means:

- (a) the freehold and leasehold property (if any) specified in Schedule 2 (*Material Property*) or in any relevant Deed of Accession and Charge; and/or
- (b) such other freehold property acquired by a Chargor after the date of this Debenture; and/or
- (c) all leasehold properties which (i) have a market value equal to or more than £2,500,000 or (ii) have a term of 10 years or more unexpired at the date of the acquisition of the lease (whether registered or unregistered) owned by any Chargor wheresoever situated, and shall include:
 - (i) the proceeds of sale of all or any part of such property;
 - (ii) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
 - (iii) all money received by or payable to a Chargor in respect of such property; and
 - (iv) all buildings, fixtures and fittings from time to time on such property;
 - (v) including, but not limited to the property, if any, specified in Schedule 2 (*Material Property*);

"MEIF LG Direct Agreement" means the direct agreement dated on or about the date hereof between MEIF LG Energy Limited, British Gas and the Security Agent relating to the MEIF LG Power Purchase Agreement;

"MEIF LG Power Purchase Agreement" means the power purchase agreement dated 23 January 2007 (as amended and/or restated from time to time) between MEIF LG Energy Limited and British Gas;

"MEIF Renewable Direct Agreement" means the direct agreement dated on or about the date hereof between MEIF Renewable Energy Limited, British Gas and the Security Agent relating to the MEIF Renewable Power Purchase Agreement;

"MEIF Renewable Power Purchase Agreement" means the power purchase agreement dated 18 March 2005 (as amended and/or restated from time to time) between MEIF Renewable Energy Limited and British Gas;

"Other Debts" means all book debts and other debts and monetary claims (other than Trading Receivables) owing to a Chargor and any proceeds of such debts and claims;

"Parties" means each of the parties to this Debenture from time to time;

"Power Purchase Agreement" means each of the MEIF LG Power Purchase Agreement and the MEIF Renewable Power Purchase Agreement;

"PPA Company" means:

- (a) MEIF LG Energy Limited in respect of the MEIF LG Power Purchase Agreement; and
- (b) MEIF Renewable Energy Limited in respect of the MEIF Renewable Power Purchase Agreement;

"Quasi-Security" means a transaction in which a Chargor:

- (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 a Chargor 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 Debenture;

"Related Rights" means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"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;

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require;

"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 Deed 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;

"Shares" means all shares owned by a Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (*Shares*); and

"Trading Receivables" means all book and other debts arising in the ordinary course of trading.

1.2 Construction

In this Debenture, 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, but if not having the force of law being one with which it is the practice of the relevant person to comply) of any governmental,

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

- (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; and
- (i) the Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to:
 - (i) any Senior Secured Party, Chargor 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 Debenture and any reference to this Debenture 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 Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (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 Debenture, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Debenture.

1.5 Miscellaneous

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Senior Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) Notwithstanding any other provision of this Debenture, 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 any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.

- (c) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no rights or benefits expressly or impliedly conferred by this Debenture shall be enforceable under that Act against the Parties by any other person.
- (d) The parties hereto intend that this document shall take effect as a deed notwithstanding that any party may only execute this document under hand.
- (e) This Debenture is subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of this Debenture and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

2. COVENANT TO PAY

Each Chargor as primary obligor, jointly and severally, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it shall on demand pay the Secured Obligations when they fall due for payment in accordance with the terms of the relevant Senior Debt Documents.

3. CHARGING PROVISIONS

3.1 Specific Security

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Material Property now belonging to or vested in it; and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under Clause 3.1(a)) in any Material Property and the benefit of all other agreements relating to land;
 - (ii) all of its rights, title and interest in the Intellectual Property;
 - (iii) all of its rights, title and interest in the Equipment;
 - (iv) all the Shares and all corresponding Related Rights;
 - (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
 - (vii) all moneys standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts;
 - (viii) all of its rights and interest in the Hedging Agreements;

- (ix) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (x) its goodwill and uncalled capital; and
- (xi) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements.

3.2 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

3.3 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights (including, without limitation, any such assets, undertakings and rights in Scotland).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.

3.4 Conversion of Floating Charge

- (a) The Security Agent may, by notice to any Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:
 - (i) an Acceleration Event has occurred; or
 - (ii) the Security Agent (acting reasonably) is of the view that any material asset (or assets which when taken together are material) charged under the floating charge created under this Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy, provided that any notice delivered in accordance with this paragraph (a)(ii) shall only specify such material asset or assets; or
 - (iii) the Security Agent considers (acting reasonably) that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture.
- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Debenture, if:
 - (i) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor;

- (ii) that Chargor creates, or purports to create, Security (except as permitted by the Senior Debt Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Debenture;
 - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset;
 - (iv) any person (entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court; or
 - (v) if any other floating charge created by that Chargor crystallises for any reason.
- (c) Upon the conversion of any floating charge pursuant to this Clause 3.4, each relevant Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require.
- (d) Paragraphs (a) and (b) of this Clause 3.4 will not apply:
- (i) to any assets of any Chargor situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion; and/or
 - (ii) solely by reason of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000.

3.5 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.1 (*Specific Security*) and from the operation of Clause 4 (*Further Assurance*):
- (i) any leasehold property held by a Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest; and
 - (ii) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property,

in each case until the relevant condition or waiver has been satisfied or obtained.

- (b) For all leasehold property referred to in Clause 3.5(a), each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within 14 Business Days of the date of this Debenture and, in respect of any lease 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 Agent informed of the progress of its negotiations.
- (c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property shall stand charged to the Security Agent under Clause 3.1 (*Specific Security*). If required by the Security Agent, 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 Agent shall reasonably require.

3.6 Future Acquired Material Property

If required to do so by the Security Agent, each Chargor will execute, in such form as the Security Agent may reasonably require, a second charge by way of legal mortgage over any Material Property in England and Wales, owned by it at that time which is not already the subject of such a charge in favour of the Security Agent.

4. FURTHER ASSURANCE

4.1 General

- (a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 4.1(b) and (c) below.
- (b) Subject to the Agreed Security Principles, each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) 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 Debenture 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 Debenture or by law;
 - (ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; 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 Debenture.
- (c) Subject to the Agreed Security Principles, each 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 Agent or the Secured Parties by or pursuant to this Debenture.

5. NEGATIVE PLEDGE

No Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend, accept or agree to accept the surrender or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) 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; or

- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

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

6. REPRESENTATIONS AND WARRANTIES

6.1 General

Each Chargor represents and warrants to the Security Agent as set out in this Clause 6 on the date of this Debenture.

6.2 Property

Schedule 2 (*Material Property*) identifies:

- (a) all freehold property; and
- (b) all leasehold property which at the date of this Debenture comprises a leasehold interest of 10 years or more or which has a market value equal to or more than £2,500,000,

in each case owned by it as at the date of this Debenture.

6.3 Shares

It is the legal and beneficial owner of the Shares identified against its name in Schedule 3 (*Shares*) which represent the entire issued share capital of its Subsidiaries and all of those Shares are fully paid and no warrants or coupons have been issued with respect to the Shares in any of the Subsidiaries.

7. PROTECTION OF SECURITY

7.1 Title Documents

- (a) As soon as reasonably practicable following the date of this Debenture, each Chargor will deposit with the Security Agent (or as it shall direct):
 - (i) all deeds and documents of title relating to all real property mortgaged or charged under this Debenture and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release;
 - (ii) all stocks and share certificates and other documents of title relating to the Shares together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able 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, at any time following the occurrence of an Acceleration Event to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select; and
 - (iii) following an Acceleration Event, all other documents relating to the Charged Property which the Security Agent may from time to time reasonably require.

- (b) The Security Agent may retain any document delivered to it under this Clause 7 or otherwise until the security created under this Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Security Agent under Clause 7.1(a) which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall be held on trust by the relevant Chargor for the Security Agent.

7.2 Receivables and Bank Accounts

- (a) Each Chargor shall:
 - (i) as agent for the Security Agent, prior to and pending the payment of any proceeds from any Trading Receivables and/or Other Debts charged to the Security Agent under this Debenture into a Bank Account applying or paying those proceeds towards any other purpose permitted by the Senior Debt Documents, hold those proceeds on trust for the Security Agent; and
 - (ii) where a Bank Account is not maintained with the Security Agent, serve an Account Notice on the bank with whom the Bank Account is maintained within five Business Days of the date of this Debenture and use reasonable endeavours to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account Notice within 30 Business Days following the service of the Account Notice (provided that if the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement for a period of not less than 30 Business Days of the date of this Debenture, then the relevant Chargor shall no longer be required to use its reasonable endeavours to obtain such acknowledgement).
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Bank Accounts, unless and until an Acceleration Event has occurred or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) has arisen.

7.3 Insurance Policies, Assigned Agreements and Hedging Agreements

- (a) Each Chargor will promptly, and in any event within five Business Days of the date of this Debenture (or in respect of any Intra-Group Debt Document, Hedging Agreement or Insurance Policy designated as such after the date of execution of this Debenture, promptly, and in any event within five Business Days, after the date of such designation), give notice to the other party to each Intra-Group Debt Document, Hedging Agreement and Insurance Policy that it has assigned or charged its right under the relevant policy or agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice or, in respect of any Insurance Policy, an Insurance Notice. Each relevant Chargor will use its reasonable endeavours to procure that the relevant counterparty or insurer signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant Counterparty Notice within 30 Business Days of service of the relevant Notice (provided that if the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement for a period of not less than 30 Business Days following the date of this Debenture, then the relevant Chargor shall no longer be required to use its reasonable endeavours to obtain such acknowledgement). Where the counterparty to an Intra-Group Debt Document or Hedging Agreement is party or

becomes party to the Intercreditor Agreement, such notice shall be deemed to have been delivered and acknowledged (in the form of a Counterparty Notice). A Chargor shall only be required to serve a Counterparty Notice on a counterparty to an Intra-Group Debt Document if such Chargor is or becomes an Intra-Group Lender.

- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 1 of the Counterparty Notice or paragraph 1 of the Insurance Notice, unless and until an Acceleration Event has occurred.
- (c) Subject to paragraph (d) below, each Chargor will promptly, and in any event within five Business Days, following the occurrence of an Acceleration Event, give notice to the other party to each Assigned Agreement that it has assigned or charged its right under the relevant agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice. Each relevant Chargor will use its reasonable endeavours to procure that the relevant counterparty signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant Notice (provided that if the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement for a period of not less than 30 Business Days following the service of the relevant Counterparty Notice under this paragraph (c), then the relevant Chargor shall no longer be required to use its reasonable endeavours to obtain such acknowledgement).
- (d) Notwithstanding paragraph (c) above, to the extent that the relevant Assigned Agreement constitutes an Intra-Group Debt Document, each Chargor will promptly, and in any event within five Business Days, following execution of this Debenture (or in respect of any Assigned Agreement designated as such after the date of execution of this Debenture, promptly, and in any event within five Business Days, after the date of such designation), give notice to the other party to each such Assigned Agreement that it has assigned or charged its right under the relevant agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice. Each relevant Chargor will use its reasonable endeavours to procure that the relevant counterparty signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant Counterparty Notice (provided that if the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement for a period of not less than 30 Business Days following the date of this Debenture, then the relevant Chargor shall no longer be required to use its reasonable endeavours to obtain such acknowledgement).

7.4 The Land Registry

- (a) Each Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to all Material Property situated in England and Wales and charged by way of legal mortgage under this Debenture (including any unregistered Material Property subject to compulsory first registration at the date of this Debenture) on the prescribed Land Registry form and in the following or substantially similar terms:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a consent signed by the proprietor for the time being of the charge dated [●] 2015 in favour of U.S. Bank Trustees Limited referred to in the charges register”.

- (b) Subject to the terms of the Senior Debt Documents, the Secured Parties (other than the Security Agent and the Notes Trustee) are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated into this Debenture) and this security has been made for securing those further advances. Each

Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to Material Property situated in England and Wales and charged by way of legal mortgage under this Debenture (including any unregistered Material Property subject to compulsory first registration at the date of this Debenture) that there is an obligation to make further advances on the security of the registered charge.

- (c) If any Chargor fails to make the applications set out in Clauses 7.4(a) or (b) or if the Security Agent gives notice to any Chargor that it will make such applications on its behalf, each Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may reasonably request in connection with such application.
- (d) In respect of any Material Property mortgaged or charged under this Debenture title to which is registered at the Land Registry, it is certified that the security created by this Debenture does not contravene any of the provisions of the articles of association of any Chargor.

7.5 Registration of Security over Intellectual Property

Each Chargor as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this Debenture and of the Secured Parties' interest in its existing Material Intellectual Property registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

8. UNDERTAKINGS

8.1 General

- (a) Each Chargor undertakes to the Security Agent in the terms of this Clause 8 from the date of this Debenture and for so long as any of the Secured Obligations are outstanding.

8.2 Real Property and Equipment

- (a) Each Chargor will notify the Security Agent promptly in writing of the actual acquisition by it of any Material Property.
- (b) No Chargor will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Material Property or otherwise part with possession of the whole or any part of the Material Property (except as permitted by the Senior Debt Documents).
- (c) No Chargor will make a material change to the use of its Charged Property.
- (d) Each Chargor will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Material Property.
- (e) Each Chargor will keep its Material Property and Equipment in good repair, working order and condition, and permit the Security Agent and its representatives to enter,

and/or view the condition of, its Material Property and Equipment upon giving reasonable notice to the relevant Chargor.

8.3 Voting and Distribution Rights

- (a) Prior to the occurrence of an Acceleration Event:
 - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other moneys paid on or derived from its Shares; and
 - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares provided that it shall not exercise any such voting rights or powers in a manner which is reasonably likely to adversely affect the validity, enforceability or existence of the Charged Property or the Security created under this Deed or which is reasonably likely to cause an Event of Default to occur under any of the Senior Debt Documents.
- (b) At any time after the occurrence of an Acceleration Event, all voting rights in respect of the Shares shall be exercised by the Chargor as directed by the Security Agent, unless the Security Agent has notified the Chargor in writing that it wishes to give up this right.
- (c) At any time after the occurrence of an Acceleration Event, each Chargor shall hold any dividends, distributions and other moneys paid on or derived from the Shares on trust for the Secured Parties and pay the same to, or as directed by, the Security Agent.
- (d) If, at any time, any Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other moneys payable in respect of those Shares 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, moneys 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 Shares.

8.4 Power Purchase Agreements

Each PPA Company agrees to pay any amounts which it may receive under, or in relation to (including, but without limitation, any recoveries as the result of any court action) its relevant Power Purchasing Agreement into a Bank Account or, following an Acceleration Event or the issuance of a Termination Notice (as defined in a Direct Agreement), to an account directed in writing by the Security Agent with at least 5 Business Days' notice.

8.5 Material Adverse Effect

Each Chargor will promptly notify the Security Agent of any matter which might, in that Chargor's reasonable opinion, be expected to have a material adverse effect on the Rights of the Security Agent under this Debenture or any other existing or future Security granted by any Chargor to the Security Agent to secure the payment and discharge of the Secured Obligations.

8.6 Information Undertakings

Each Chargor will provide to the Security Agent:

- (a) such information about its Charged Property;
- (b) such information about the extent to which it has complied with its obligations under this Debenture; and
- (c) copies of such documents as create, evidence or relate to its Charged Property,

as the Security Agent may from time to time reasonably request, in each case provided that such information or documents are within that Chargor's possession or reasonable control.

9. SECURITY AGENT'S POWER TO REMEDY

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor 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 that Chargor which is necessary to ensure that those obligations are complied with.

10. CONTINUING SECURITY

10.1 Continuing Security

The Security constituted by this Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

10.2 Other Security

The Security constituted by this Debenture 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 Agent and/or any other Secured Party may now or after the date of this Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Senior Secured Party.

11. ENFORCEMENT OF SECURITY

11.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Debenture. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall be immediately exercisable at any time after an Acceleration Event has occurred.

11.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

11.3 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time after an Acceleration Event has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

11.4 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on 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 Debenture.

11.5 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargors 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 relevant Chargors 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.

11.6 Powers of Leasing

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

12. RECEIVERS

12.1 Appointment of Receiver

- (a) Subject to paragraph (c) below, at any time after an Acceleration Event has occurred, or if so requested by the relevant Chargor, 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 Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- (c) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.
- (d) Paragraph 14 of Schedule B1 to the insolvency Act 1986 shall apply to any floating Charge created by this Deed.

12.2 Powers of Receiver

Each Receiver appointed under this Debenture 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 Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Debenture), 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 relevant Chargor, each Receiver shall have power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant 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) 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 Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Shares and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the relevant Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) 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 relevant Chargor 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 Debenture and/or to guard or protect the Charged Property 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 relevant Chargor or relating to any of the Charged Property;
- (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 Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;

- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Material Property; and
- (n) 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 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

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

12.3 Receiver as Agent

Each Receiver shall be the agent of the relevant Chargor, 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.

12.4 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.

12.5 Remuneration of Receiver

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

12.6 Several Receivers

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

13. APPLICATION OF PROCEEDS

13.1 Order of Application

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Debenture 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 any Chargor.

13.2 Insurance Proceeds

If an Acceleration Event has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property 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 relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Obligations.

13.3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

13.4 Application against Secured Obligations

Subject to Clause 13.1 (*Order of Application*) above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture 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.

13.5 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 Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor 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.

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property 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.

14.2 Possession of Charged Property

Without prejudice to Clause 14.1 (*No Liability*) above, if the Security Agent or the Receiver 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 go out of such possession.

14.3 Primary liability of Chargor

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Debenture and the charges contained in this Debenture 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 relevant Chargor (as a surety only) or the charges contained in this Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

14.4 Waiver of defences

Clause 23 (*Guarantee and Indemnity*) of the Senior Facility Agreement will apply in relation to this Debenture as if incorporated in this Debenture, but on the basis that the obligations of

each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Chargor under this Debenture.

14.5 Security Agent

- (a) The provisions of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Deed. The Security Agent executes this Deed 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 Deed in the manner provided for in this Deed 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 any Chargor.
- (c) Notwithstanding any other provision of this Deed, in acting under and in accordance with this Deed 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.

14.6 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 Debenture 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 any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

14.7 Cumulative Powers

The powers which this Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture 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.

15. POWER OF ATTORNEY

Each Chargor, by way of security, 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 Debenture, 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 Debenture or otherwise for any of the purposes of this Debenture, and each Chargor 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 15 may only be exercised following: (i) the occurrence of an Event of Default that is continuing; or (ii) a failure by any Chargor to carry out any further assurance or perfection obligation under this Debenture (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.

16. PROTECTION FOR THIRD PARTIES

16.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture 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 and/or are due and payable 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.

16.2 Receipt Conclusive

The receipt of the Security Agent 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 paid to or by the direction of the Security Agent or any Receiver.

17. 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 Debenture to the Security Agent, any Senior Secured Party or to any Receiver or Delegate.

18. REINSTATEMENT AND RELEASE

18.1 Amounts Avoided

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

18.2 Discharge Conditional

Any settlement or discharge between a Chargor and any Senior Secured Party shall be conditional upon no security or payment to that Senior Secured Party by that Chargor 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 Debenture) that Senior Secured Party shall be entitled to recover from that Chargor 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.

18.3 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, any Chargor, 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 each Chargor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Charged Property (or any part of it) from the Security constituted by this Debenture (including the return of any documents deposited with the Security Agent pursuant to this Debenture).

19. CURRENCY CLAUSES

19.1 Conversion

All moneys received or held by the Security Agent or any Receiver under this Debenture 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.

19.2 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 relevant Chargor 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 relevant Chargor and shall be entitled to enforce the Security constituted by this Debenture to recover the amount of the shortfall.

20. 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 any Chargor with such Senior Secured Party in any currency upon any account or otherwise (whether or not in such Chargor's name) as cover for any Secured Obligations and/or at any time or times without notice to such Chargor 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.

21. 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 Charged Property (except as permitted by the Senior Debt Documents) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor 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 relevant Chargor and not as having been applied in reduction of the Secured Obligations.

22. 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 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 each Chargor. Each Chargor will on demand pay to the Security Agent all principal moneys and interest and all losses incidental to any such redemption or transfer.

23. NOTICES

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

24. CHANGES TO PARTIES

24.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Senior Debt Documents.

24.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under clause 21 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

24.3 New Subsidiaries

Each of the Chargors will procure that any new Subsidiary of it which is required to do so by the terms of the Senior Debt Documents executes a Security Accession Deed.

24.4 Consent of Chargors

- (a) Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 24.3 (*New Subsidiaries*) above.
- (b) Each Chargor confirms that the execution of any Security Accession Deed by a new Subsidiary will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

25. MISCELLANEOUS

25.1 Certificates Conclusive

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

25.2 Counterparts

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

25.3 Invalidity of any Provision

If any provision of this Debenture 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.

25.4 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.

25.5 Amendment

This Debenture may only be amended in accordance with the provisions of the Intercreditor Agreement provided that, for the purposes of ascertaining whether an amendment is permitted by the Senior Secured Notes Documents, the Chargor shall comply with covenant captioned "Impairment of Security" in the Senior Secured Notes Indenture as if it were a party to the Senior Secured Notes Indenture as a Guarantor (as defined in the Senior Secured Notes Indenture).

26. GOVERNING LAW AND JURISDICTION

- (a) This Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a "Dispute"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Debenture shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Debenture has been duly executed as a deed on the date first above written.

SCHEDULE 1
THE CHARGORS

No.	Name of Chargor	Registered Number	Jurisdiction of Incorporation
1.	Beetley Energy Limited	04939140	England & Wales
2.	Beighton Energy Limited	03754260	England & Wales
3.	Bellhouse Energy Limited	03466081	England & Wales
4.	Bolam Energy Limited	03754338	England & Wales
5.	Chelson Meadow Energy Limited	03363593	England & Wales
6.	CLP Envirogas Limited	03720203	England & Wales
7.	CLPE 1999 Limited	03966436	England & Wales
8.	CLPE Holdings Limited	03720212	England & Wales
9.	CLPE Projects 1 Limited	03465468	England & Wales
10.	CLPE Projects 2 Limited	03966429	England & Wales
11.	CLPE Projects 3 Limited	04939137	England & Wales
12.	CLPE ROC - 1 Limited	04694272	England & Wales
13.	CLPE ROC - 2 Limited	05040534	England & Wales
14.	CLPE ROC - 3 Limited	05040753	England & Wales
15.	CLPE ROC - 3A Limited	05188257	England & Wales
16.	CLPE ROC - 4 Limited	05188255	England & Wales
17.	CLPE ROC - 4A Limited	05188258	England & Wales
18.	Colsterworth Energy Limited	03680645	England & Wales
19.	Connon Bridge Energy Limited	03754257	England & Wales
20.	Cotesbach Energy Limited	03754267	England & Wales
21.	Energy Power Resources Limited	03302734	England & Wales
22.	EPR Ely Limited	03401618	England & Wales
23.	EPR Eye Limited	02234141	England & Wales
24.	EPR Glanford Limited	02547498	England & Wales
25.	EPR Thetford Limited	03057688	England & Wales

No.	Name of Chargor	Registered Number	Jurisdiction of Incorporation
26.	Feltwell Energy Limited	03754307	England & Wales
27.	Fibrophos Limited	02655315	England & Wales
28.	Jameson Road Energy Limited	03754365	England & Wales
29.	March Energy Limited	03754295	England & Wales
30.	MEIF LG Energy Limited	06048951	England & Wales
31.	MEIF LG Holding Limited	06049510	England & Wales
32.	MEIF LG ROC Limited	06049025	England & Wales
33.	MEIF Renewable Energy (Holdings) Limited	05375886	England & Wales
34.	MEIF Renewable Energy Limited	05377478	England & Wales
35.	MEIF Renewable Energy Newco Limited	06394318	England & Wales
36.	MEIF Renewable Energy UK PLC	09194088	England & Wales
37.	Queens Park Road Energy Limited	03757614	England & Wales
38.	Skelbrooke Energy Limited	03680648	England & Wales
39.	Todhills Energy Limited	03928367	England & Wales
40.	United Mines Energy Limited	03267862	England & Wales
41.	Wetherden Energy Limited	03680643	England & Wales
42.	Whinney Hill Energy Limited	03466084	England & Wales
43.	Auchencarroch Energy Limited	SC195539	Scotland
44.	Cathkin Energy Limited	SC264324	Scotland
45.	EPR Scotland Limited	SC147994	Scotland
46.	Summerston Energy Limited	SC180874	Scotland

SCHEDULE 2
MATERIAL PROPERTY

Registered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
Energy Power Resources Limited	Cambridgeshire – East Cambridgeshire	Land lying to the south of Mepal Road, Witcham, Ely	Freehold	CB199852
Energy Power Resources Limited	North Lincolnshire	Fibrogen Ltd, Second Avenue, Flixborough Industrial Estate, Flixborough, Scunthorpe DN15 8SB	Freehold	HS211296
Energy Power Resources Limited	North Lincolnshire	North West Side of Eighth Avenue, Flixborough, Scunthorpe	Leasehold	HS239580
Energy Power Resources Limited	Norfolk – Breckland	1 The Gate House, Mundford Road, Two Mile Bottom, Thetford	Freehold	NK114631
Energy Power Resources Limited	Norfolk – Breckland	Two Mile Bottom, Mundford Road, Thetford	Freehold	NK190892
Energy Power Resources Limited	Norfolk – Breckland	Land Adjoining the A134 Mundford Road, Two mile bottom, Thetford	Freehold	NK190891
Energy Power Resources Limited	Norfolk – Breckland	2 Railway Cottages, Two Mile Bottom, Thetford	Freehold	NK194037
Energy Power Resources Limited	Suffolk – Mid Suffolk	Land at Oaksmere Business Park, Eye Airfield Industrial Estate, Eye (IP23 7DH)	Freehold	SK97339
Energy Power Resources Limited	Suffolk – Mid Suffolk	Land at Oaksmere Business Park, Eye Airfield Industrial Estate, Eye (IP23 7DH)	Freehold	SK100619
Energy Power Resources Limited	Suffolk – Mid Suffolk	Land at Oaksmere Business Park, Eye Airfield Industrial Estate, Eye (IP23 7DH)	Leasehold	SK141762

Fibrofos Limited	Norfolk – Breckland	Hanson Thermalite Ltd, Two Mile Bottom, Thetford (IP24 1LZ)	Freehold	NK198972
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Unregistered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold
Todhills Energy Limited	Hertfordshire : East Hertfordshire	Southfield Wood and Old Water Hall landfill sites, Hatfield Road, Hertford, Hertfordshire	Leasehold

SCHEDULE 3

SHARES

No.	Name of company issuing shares	Name of Chargor which holds the shares	Number of shares	Class of shares
1.	Beetley Energy Limited	CLPE Projects 3 Limited	1	£1 Ordinary Shares
2.	Beighton Energy Limited	CLPE Projects 2 Limited	7,137,505	£0.01 Ordinary Shares
3.	Bellhouse Energy Limited	CLPE Projects 1 Limited	10,000	£1 Ordinary Shares
4.	Bolam Energy Limited	CLPE Projects 2 Limited	2,784,643	£0.01 Ordinary Shares
5.	Chelson Meadow Energy Limited	CLPE Projects 1 Limited	10,000	£1 Ordinary Shares
6.	CLP Envirogas Limited	CLPE Holdings Limited	1,000	£1 Ordinary Shares
7.	CLPE 1999 Limited	CLPE Holdings Limited	2	£1 Ordinary Shares
8.	CLPE Holdings Limited	MEIF LG Energy Limited	9,151,150	£1 Ordinary Shares
9.	CLPE Projects 1 Limited	CLPE Projects 2 Limited	1,000	£1 Ordinary Shares
10.	CLPE Projects 2 Limited	CLPE 1999 Limited	2	£1 Ordinary Shares
11.	CLPE Projects 3 Limited	CLPE Holdings Limited	1	£1 Ordinary Shares
12.	CLPE ROC - 1 Limited	CLPE Projects 2 Limited	1	£1 Ordinary Shares
13.	CLPE ROC - 2 Limited	CLPE Projects 2 Limited	1	£1 Ordinary Shares
14.	CLPE ROC - 3 Limited	CLPE Projects 2 Limited	1	£1 Ordinary Shares
15.	CLPE ROC - 3A Limited	CLPE Projects 3 Limited	1	£1 Ordinary Shares
16.	CLPE ROC - 4 Limited	CLPE Projects 2 Limited	1	£1 Ordinary Shares

No.	Name of company issuing shares	Name of Chargor which holds the shares	Number of shares	Class of shares
17.	CLPE ROC - 4A Limited	CLPE Projects Limited	3 1	£1 Ordinary Shares
18.	Colsterworth Energy Limited	CLPE Projects Limited	2 5,355,084	£0.01 Ordinary Shares
19.	Connon Bridge Energy Limited	CLPE Projects Limited	2 1,285,221	£0.01 Ordinary Shares
20.	Cotesbach Energy Limited	CLPE Projects Limited	2 16,840,136	£0.01 Ordinary Shares
21.	Energy Power Resources Limited	MEIF Renewable Energy Limited	181,434,068	£0.01 Ordinary Shares
22.	EPR Ely Limited	Energy Power Resources Limited	1,000,000	£1 Ordinary Shares
23.	EPR Eye Limited	Energy Power Resources Limited	500,095	£1 Ordinary Shares
24.	EPR Glanford Limited	Energy Power Resources Limited	112,720	£1 Ordinary Shares
25.	EPR Thetford Limited	Energy Power Resources Limited	4,071,178	£1 Ordinary Shares
26.	Feltwell Energy Limited	CLPE Projects Limited	2 2,142,032	£0.01 Ordinary Shares
27.	Fibrophos Limited	Energy Power Resources Limited	11,111	£0.01 Ordinary Shares
28.	Jameson Road Energy Limited	CLPE Projects Limited	2 2,891,745	£0.01 Ordinary Shares
29.	March Energy Limited	CLPE Projects Limited	2 2,142,032	£0.01 Ordinary Shares
30.	MEIF LG Energy Limited	MEIF LG Holding Limited	12,000,002	£1 Ordinary Shares
31.	MEIF LG Holding Limited	MEIF Renewable Energy UK PLC	12,000,002	£1 Ordinary Shares
32.	MEIF LG ROC Limited	MEIF LG Energy Limited	2	£1 Ordinary Shares
33.	MEIF Renewable Energy (Holdings) Limited	MEIF Renewable Energy UK PLC	22,725,001	£1 Ordinary Shares

No.	Name of company issuing shares	Name of Chargor which holds the shares	Number of shares	Class of shares
34.	MEIF Renewable Energy Limited	MEIF Renewable Energy Newco Limited	1,000,001	£1 Ordinary Shares
35.	MEIF Renewable Energy Newco Ltd	MEIF Renewable Energy (Holdings) Limited	1,000,000	£1 Ordinary Shares
36.	MEIF Renewable Energy UK PLC	MEIF Luxembourg Renewables S.A R.L.	50,870,000	£1 Ordinary Shares
37.	Queens Park Road Energy Limited	CLPE Projects Limited 2	7,170,025	£0.01 Ordinary Shares
38.	Skelbrooke Energy Limited	CLPE Projects Limited 2	6,351,789	£0.01 Ordinary Shares
39.	Todhills Energy Limited	CLPE Projects Limited 2	1	£1 Ordinary Shares
40.	United Mines Energy Limited	CLPE Projects Limited 1	10,000	£1 Ordinary Shares
41.	Wetherden Energy Limited	CLPE Projects Limited 2	1,285,221	£0.01 Ordinary Shares
42.	Whinney Hill Energy Limited	CLPE Projects Limited 1	10,000	£1 Ordinary Shares
43.	Auchencarroch Energy Limited	CLPE Projects Limited 2	4,284,068	£0.01 Ordinary Shares
44.	Cathkin Energy Limited	CLPE Projects Limited 3	1	£1 Ordinary Shares
45.	EPR Scotland Limited	Energy Power Resources Limited	2,372,000	£1 Ordinary Shares
46.	Summerston Energy Limited	CLPE Projects Limited 1	10,000	£1 Ordinary Shares

SCHEDULE 4
MATERIAL INTELLECTUAL PROPERTY

None.

SCHEDULE 5
BANK ACCOUNTS

Name Of Chargor	Name And Address Of Institution At Which Account Is Held	Account Number	Sort Code
CLP Envirogas Limited	Bank of Scotland plc, 300 Lawnmarket, Edinburgh, EH1 2PH	REDACTED	REDACTED
CLP Envirogas Limited	Bank of Scotland plc, 300 Lawnmarket, Edinburgh, EH1 2PH	REDACTED	REDACTED
Fibrophos Limited	Barclays Bank PLC, 127 Edgware Road, London, W2 2HT	REDACTED	REDACTED
EPR Glanford Limited	Barclays Bank PLC, 127 Edgware Road, London, W2 2HT	REDACTED	REDACTED
EPR Eye Limited	Barclays Bank PLC, 127 Edgware Road, London, W2 2HT	REDACTED	REDACTED
EPR Thetford Limited	Barclays Bank PLC, 127 Edgware Road, London, W2 2HT	REDACTED	REDACTED
Energy Power Resources Limited	Barclays Bank PLC, 127 Edgware Road, London, W2 2HT	REDACTED	REDACTED
EPR Ely Limited	Barclays Bank PLC, 127 Edgware Road, London, W2 2HT	REDACTED	REDACTED
MEIF Renewable Energy Limited	Barclays Bank PLC, 1 Churchill Place, Canary Wharf, London, E14 5HP	REDACTED	REDACTED
MEIF Renewable Energy Holdings Limited	Barclays Bank PLC, 1 Churchill Place, Canary Wharf, London, E14 5HP	REDACTED	REDACTED
CLPE Projects 2 Limited	BNP Paribas, 10 Harewood Avenue, London, NW1 6AA	REDACTED	REDACTED
MEIF LG Holdings Limited	BNP Paribas, 10 Harewood Avenue, London, NW1 6AA	REDACTED	REDACTED
MEIF LG Energy Limited	BNP Paribas, 10 Harewood Avenue, London, NW1 6AA	REDACTED	REDACTED
MEIF LG Energy Limited	BNP Paribas, 10 Harewood Avenue, London, NW1 6AA	REDACTED	REDACTED
MEIF LG Energy Limited	BNP Paribas, 10 Harewood Avenue, London, NW1 6AA	REDACTED	REDACTED

MEIF LG Energy Limited	BNP Paribas, 10 Harewood Avenue, London, NW1 6AA	REDACTED	REDACTED
MEIF LG Energy Limited	BNP Paribas, 10 Harewood Avenue, London, NW1 6AA	REDACTED	REDACTED
MEIF LG ROC Limited	BNP Paribas, 10 Harewood Avenue, London, NW1 6AA	REDACTED	REDACTED

SCHEDULE 6
INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
Energy Power Resources Limited and subsidiaries	AIG Europe Limited	REDACTED	Employer's Liability Public and Products Liability Employment Related Accident Benefits Crisis Containment Clean-Up Costs
Energy Power Resources Limited and subsidiaries	Beazley Marine UK	REDACTED	Marine Cargo
CLPE Holdings Limited and subsidiaries	Chubb Insurance Company of Europe SE	REDACTED	Computers
Energy Power Resources Limited EPR Ely Limited EPR Glanford Limited EPR Thetford Limited Anglian Straw Limited EPR Eye Limited Fibrophos Limited	Zurich Insurance plc	REDACTED	Computers
Energy Power Resources Limited EPR Ely Limited EPR Glanford Limited EPR Thetford Limited Anglian Straw Limited EPR Eye Limited Fibrophos Limited	Zurich Insurance plc	REDACTED	Computers
CLPE Holdings Limited and subsidiaries	Royal & Sun Alliance Insurance plc	REDACTED	Engineering and Construction
CLPE Holdings Limited and subsidiaries	Royal & Sun Alliance Insurance plc	REDACTED	Employer's Liability Public and Products Liability Legal Defence Costs
CLPE Holdings Limited and subsidiaries	Royal & Sun Alliance Insurance plc	REDACTED	Material Damage Business Interruption

SCHEDULE 7
FORMS OF NOTICES

Part 1
Form of Counterparty Notice

To: [insert name and address of counterparty]

Dated: [●]

Dear Sirs

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

We notify you that, [insert name of Chargor] (the "Chargor") has [charged in favour of]/[assigned to] [insert name of Security Agent] (the "Security Agent") for the benefit of itself and certain other banks and financial institutions (the "Secured Parties") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [●].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor 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 Agent;
2. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
3. after receipt of written notice in accordance with paragraph 1 above, you must pay all moneys to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (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 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 Chargor 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

.....

for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

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

.....

for and on behalf of
[insert name of Counterparty]

Dated:

Part 2
Form of Insurance Notice

To: [insert name and address of insurance company]

Dated: [●]

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the "Policies")

We notify you that, [insert name of Chargor] (the "Chargor") has assigned to [insert name of Security Agent] (the "Security Agent") for the benefit of itself and certain other banks and financial institutions (the "Secured Parties") all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [●].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
3. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) [after receipt of written notice in accordance with paragraph 2 above], you will pay all moneys to which the Chargor is entitled under the Policies direct [if they exceed £●] to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
- (c) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days' written notice;
- (d) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (e) 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 Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

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

.....
for and on behalf of
[insert name of insurance company]

Dated: [●]

Part 3
Form of Account Notice

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

Dated: [●]

Dear Sirs

Re: The [●] Group of Companies - Security over Bank Accounts

We notify you that [insert name of Chargor] (the "Chargor") and certain other companies identified in the schedule to this notice (together the "Customers") charged to [insert name of Security Agent] (the "Security Agent") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the moneys from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated [●].

1. We irrevocably authorise and instruct you:
 - (a) to hold all moneys from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those moneys to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
 - (a) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated in the schedule below until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
 - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) 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 any Customer has assigned its rights to the moneys standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those moneys 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 moneys standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and

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

The provisions of this notice are governed by English law.

Schedule

Customer	Account Number	Sort Code
[•]	[•]	[•]

Yours faithfully,

.....
for and on behalf of
[Insert name of Chargor]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
for and on behalf of
[Insert name of Security Agent]

[On acknowledgement copy]

To: *[Insert name and address of Security Agent]*

Copy to: *[Insert name of Chargor]* (on behalf of all the Customers)

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

.....
for and on behalf of
[Insert name of Account Bank]

Dated: [●]

SCHEDULE 8

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

- (1) [[●] Limited, a company incorporated [in England and Wales] with registered number [●] (the "Company");]
- (2) [●] Limited, a company incorporated in England and Wales with registered number [●] (the "New Chargor"); and
- (3) [●] as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITAL:

This deed is supplemental to a debenture dated [●] between, amongst others, the Company, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "Debenture").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor as primary obligor 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.

2.3 Specific Security

- (a) The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (i) by way of first legal mortgage all Material Property now belonging to or vested in it (including any property specified in Schedule [●] (*Material Property*)); and
- (ii) by way of fixed charge:
 - (A) all other interests (not charged under Clause 2.3(a)) in any Material Property and the benefit of all other agreements relating to land;
 - (B) all of its rights, title and interest in the Intellectual Property;
 - (C) all of its rights, title and interest in the Equipment;
 - (D) all the Shares and all corresponding Related Rights;
 - (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
 - (G) all moneys standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts;
 - (H) all rights and interest in the Hedging Agreements;
 - (I) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
 - (J) its goodwill and uncalled capital; and
 - (K) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements.

2.4 Security Assignment

As further security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements,

(subject in each case to reassignment by the Security Agent to the new Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations).

2.5 Floating charge

- (a) As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

3. NEGATIVE PLEDGE

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2.5 (a) (*Floating Charge*) 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; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

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

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

5. [DESIGNATION AS A FINANCE DOCUMENT AND A SENIOR DEBT DOCUMENT

This deed is designated as a Finance Document for the purposes of the Senior Facility Agreement and a Senior Debt Document for the purposes of the Intercreditor Agreement.]

6. [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.]

7. NOTICES

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as follows:

Address: [•]

Facsimile: [•]

Attention: [•]

8. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

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

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by
[Name of New Chargor] acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

[THE COMPANY

EXECUTED as a DEED by
[Name of Company] acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]]

THE SECURITY AGENT

EXECUTED as a DEED by
[Name of Security Agent] acting by:

as Authorised Signatory: _____

Notice Details

Address:

Facsimile:

Attention:

Email:

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

MATERIAL PROPERTIES

[•]

SCHEDULE 2

SHARES

[•]

SCHEDULE 3

MATERIAL INTELLECTUAL PROPERTY

[•]

SCHEDULE 4

BANK ACCOUNTS

[•]

SCHEDULE 5

INSURANCE POLICIES

[•]

SIGNATORIES TO DEBENTURE

THE CHARGORS

EXECUTED as a DEED by)
MEIF RENEWABLE ENERGY UK PLC)
and signed on its behalf by)

REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice Details

Address: Ropemaker Place, 28 Ropemaker Street, London, EC2Y 9HD

Facsimile: REDACTED

EXECUTED as a DEED by
BEETLEY ENERGY
LIMITED
and signed on its behalf by

)
)
)
)
)

REDACTED

Director

Director name:

Edwin Williamson

in the presence of:

REDACTED

Witness

KIRKLAND & ELLIS INTERNATIONAL LLP
30 St Mary Axe
LONDON
EC3A 8AF

Witness name:

Katy Ken

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

[Signature page to Debenture]

EXECUTED as a DEED by
BEIGHTON ENERGY
LIMITED
and signed on its behalf by

)
)
)
)
)

REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
BELLHOUSE ENERGY
LIMITED
and signed on its behalf by

)
)
)
)
)

REDACTED

Director name:

Edmund Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Hill

Witness address:

Witness occupation:

Traverse Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

[Signature page to Debenture]

EXECUTED as a DEED by
BOLAM ENERGY
LIMITED
and signed on its behalf by

)
)
)
)
)

REDACTED

Director _____

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness _____

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

Witness name:

Naty Nuri

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
CHELSON MEADOW
ENERGY LIMITED
and signed on its behalf by

)
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)
)

REDACTED

Director _____

Director name:

Adrian Wilkinson

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
CLP ENVIROGAS
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkison

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
CLPE 1999
LIMITED
and signed on its behalf by

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REDACTED

Director _____

Director name:

Edwin Widdison

in the presence of:

REDACTED

Witness _____

Witness name:

Katy Wini

KIRKLAND & ELLIS INTERNATIONAL LLP

30 St Mary Axe

London

EC3A 8AF

Witness address:

Witness occupation:

Travisce Oliveira

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

[Signature page to Debenture]

EXECUTED as a DEED by
CLPE HOLDINGS
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy King

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
CLPE PROJECTS 1
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edna Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

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[Signature page to Debenture]

EXECUTED as a DEED by
CLPE PROJECTS 2
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kiri

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
CLPE PROJECTS 3
LIMITED
and signed on its behalf by

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REDACTED

DIRECTOR

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Keen

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

[Signature page to Debenture]

EXECUTED as a DEED by
CLPE ROC - 1
LIMITED
and signed on its behalf by

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REDACTED

Director _____

Director name:

Edna Wilkinson

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
CLPE ROC - 2
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Klein

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

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EXECUTED as a DEED by
CLPE ROC - 3
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Keai

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

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CLPE ROC - 3A
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkinson

REDACTED

in the presence of:

Witness

KIRKLAND & ELLIS INTERNATIONAL LLP Witness name:
30 St Mary Axe
London
EC3A 8AF

Witness address:

Katy Kim

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

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EXECUTED as a DEED by
CLPE ROC - 4
LIMITED
and signed on its behalf by

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Director _____

Director name:

Edwin Wilkinson

in the presence of:

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

REDACTED

Witness _____

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
CLPE ROC - 4A
LIMITED
and signed on its behalf by

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Director

Director name:

Edna Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
COLSTERWORTH ENERGY
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edmund Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
CONNON BRIDGE
ENERGY LIMITED
and signed on its behalf by

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REDACTED _____

~~Director~~

Director name:

Edwin Wilkinson

in the presence of:

REDACTED _____

Witness

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

Witness name:

Katy Kuni

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
COTESBACH ENERGY
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edmund Wilkinson

in the presence of:

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

REDACTED

Witness

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
ENERGY POWER RESOURCES
LIMITED
and signed on its behalf by

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Director _____

Director name:

Glenn Wilkinson

in the presence of:

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

Witness _____

Witness name:

Natly Kinn

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
EPR ELY
LIMITED
and signed on its behalf by

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)
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REDACTED _____

Director

Director name:

Adrian Williamson

in the presence of:

REDACTED _____

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
EPR EYE
LIMITED
and signed on its behalf by

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REDACTED

Director _____

Director name:

Edna Wilkinson

in the presence of:

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

REDACTED

Witness _____

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
EPR GLANFORD
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Emma Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

[Signature page to Debenture]

EXECUTED as a DEED by
EPR THETFORD
LIMITED
and signed on its behalf by

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)
)

REDACTED

Director _____

Director name:

Edwin Wilkison

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy King

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
FELTWELL ENERGY
LIMITED
and signed on its behalf by

)
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)
)

REDACTED _____

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED _____

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
FIBROPHOS
LIMITED
and signed on its behalf by

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)
)

REDACTED

Director

Director name:

Edwin Wilkison

REDACTED

in the presence of:

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
JAMESON ROAD ENERGY
LIMITED
and signed on its behalf by

)
)
)
)
)

REDACTED

Director _____

Director name:

Gavin Wilkinson

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
MARCH ENERGY
LIMITED
and signed on its behalf by

)
)
)
)
)

REDACTED

Director _____

Director name:

Edwin Williamson

REDACTED

in the presence of:

Witness _____

KIRKLAND & ELLIS INTERNATIONAL ^{NAL}
30 St Mary Axe
London
EC3A 8AF

Witness name:

Katy Keen

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
MEIF LG ENERGY
LIMITED
and signed on its behalf by

)
)
)
)
)

REDACTED

Director

Director name:

Edwin Wilkissen

in the presence of:

REDACTED

witness

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

Witness name:

Katy Keen

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
MEIF LG HOLDING
LIMITED
and signed on its behalf by

)
)
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)

REDACTED

Director _____

Director name:

Edna Wilkinson

in the presence of:

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

REDACTED

Witness _____

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
MEIF LG ROC
LIMITED
and signed on its behalf by

)
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)

REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kern

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
MEIF RENEWABLE ENERGY
(HOLDINGS) LIMITED
and signed on its behalf by

)
)
)
)
)

REDACTED

DIRECTOR

Director name:

Edna Wilkinson

REDACTED

in the presence of:

Witness

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

Witness name:

Katy Keen

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

Fax: REDACTED

EXECUTED as a DEED by
MEIF RENEWABLE ENERGY
LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edusa Wilkerson

in the presence of:

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

REDACTED

Witness

Witness name:

Katy Klein

Witness address:

Witness occupation:

Travice Solicitor

Notice details

Address: 6 Deben Mill Business Centre, Old Maltings Approach, Woodbridge, Suffolk, IP12 1BL

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MEIF RENEWABLE ENERGY
NEWCO LIMITED
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Director _____

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Director

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

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EXECUTED as a DEED by
QUEENS PARK ROAD
ENERGY LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Willinson

in the presence of:

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

REDACTED

Witness

Witness name:

Katy Kim

Witness address:

Witness occupation:

Training Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

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EXECUTED as a DEED by
SKELBROOKE
ENERGY LIMITED
and signed on its behalf by

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REDACTED

Director _____

Director name:

Edwin Wilkison

in the presence of:

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

REDACTED

Witness _____

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
TODHILLS
ENERGY LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkison

in the presence of:

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

REDACTED

Witness

Witness name:

Katy Kim

Witness address:

Witness occupation:

Training Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

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EXECUTED as a DEED by
UNITED MINES
ENERGY LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Willkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
WETHERDEN
ENERGY LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

Fax: REDACTED

EXECUTED as a DEED by
WHINNEY HILL
ENERGY LIMITED
and signed on its behalf by

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REDACTED

Director _____

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: Units 14 & 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, B11 4AY

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EXECUTED as a DEED by
AUCHENCARROCH
ENERGY LIMITED
and signed on its behalf by

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REDACTED

Director

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness

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

Witness name:

Katy Kern

Witness address:

Witness occupation:

Tranee Dilcitor

Notice details

Address: c/o Pinsent Masons LLP, Princes Exchange, 1 Earl Grey Street, Edinburgh, EH3 9AQ

Fax: REDACTED

EXECUTED as a DEED by
CATHKIN
ENERGY LIMITED
and signed on its behalf by

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REDACTED

Director _____

Director name:

Edwin Williamson

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Treasurer Solicitor

Notice details

Address: c/o Pinsent Masons LLP, Princes Exchange, 1 Earl Grey Street, Edinburgh, EH3 9AQ

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EPR SCOTLAND
LIMITED
and signed on its behalf by

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REDACTED

Director _____

Director name:

Edwin Wilkinson

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy Kim

Witness address:

Witness occupation:

Finance Director

Notice details

Address: c/o Pinsent Masons LLP, Princes Exchange, 1 Earl Grey Street, Edinburgh, EH3 9AQ

Fax: REDACTED

EXECUTED as a DEED by
SUMMERSTON ENERGY
LIMITED
and signed on its behalf by

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Director _____

Director name:

Edna Wilkin

in the presence of:

REDACTED

Witness _____

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

Witness name:

Katy Keni

Witness address:

Witness occupation:

Trainee Solicitor

Notice details

Address: c/o Pinsent Masons LLP, Princes Exchange, 1 Earl Grey Street, Edinburgh, EH3 9AQ

Fax: REDACTED

THE SECURITY AGENT

**EXECUTED as a DEED by
U.S. BANK TRUSTEES LIMITED acting**

by: **REDACTED**

Authorised Signatory: _____

Name of Authorised Signatory: **Hamyd Mazrae**
Authorised Signatory

Authorised Signatory: **REDACTED**

Name of Authorised Signatory: **Christopher Eastlake**
Authorised Signatory

Notice Details

Address: 125 Old Broad Street, London, EC2N 1AR

Fax No: **REDACTED**

Attention: MBS Relationship Management