

130373/613
MR01
Particulars of a charge



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.

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

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge
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
must be scanned and placed on the public record.

THURSDAY



S32M5F28

SCT

27/02/2014

#593

COMPANIES HOUSE

1 Company details

Company number S C 4 6 5 8 1 6
Company name in full Scot Roads Partnership Project Ltd

For official use
3
→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ^d1 ^d3 ^m0 ^m2 ^y2 ^y0 ^y1 ^y4

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 HSBC Corporate Trustee Company (UK) Limited
(and its successors in title and permitted transferees)

Name

Name

Name

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

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

Land (including buildings)

All Real Property in England and Wales owned by the Chargor on the date of the Security Agreement, all other Real Property owned by the Chargor on the date of the Security Agreement and all Real Property acquired by the Chargor after the date of the Security Agreement.

Intellectual Property

All the Chargor's Intellectual Property and all Intellectual Property acquired by the Chargor after the date of the Security Agreement.

Definitions

"Chargor" means Scot Roads Partnership Project Ltd, registration number SC465816.

For more details please refer to the continuation page attached.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

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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

Linklater LLP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Francine Bello

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 London/City

Telephone 020 7456 2000



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

MR01 - continuation page

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Description

Definitions

"Fixtures" means fixtures, fittings and fixed plant, machinery and apparatus.

"Intellectual Property" means all the Chargor's right, title and interest from time to time in and to:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets, and all rights relating to such property described in the Security Agreement (in each case including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Real Property" means all the Chargor's right, title and interest from time to time in and to any freehold or leasehold property in England and Wales and other real property anywhere in the world, all Fixtures from time to time on that property, and all rights relating to that property described in the Security Agreement.

"Security Agreement" means the fixed and floating security document agreement dated 13 February 2014 made between Scot Roads Partnership Project Ltd as chargor and HSBC Corporate Trustee Company (UK) Limited as security trustee.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 465816

Charge code: SC46 5816 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 13th February 2014 and created by SCOT ROADS PARTNERSHIP PROJECT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2014.

Given at Companies House, Edinburgh on 27th February 2014



Companies House



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

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument. Linklaters LLP.
26/2/14

EXECUTION VERSION

SECURITY AGREEMENT

dated 13 February 2014

created by

SCOT ROADS PARTNERSHIP PROJECT LTD

as the Chargor

in favour of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

acting as Security Trustee

THIS SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF A SECURITY TRUST AND INTERCREDITOR DEED DATED ON OR ABOUT THE DATE OF THIS AGREEMENT BETWEEN, AMONGST OTHERS, THE CHARGOR AND THE SECURITY TRUSTEE

Linklaters

Ref: R Schloeffel/N Ong

Linklaters LLP

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THIS DEED is dated 13 February 2014 and made between:

- 465816
1465602
- (1) **SCOT ROADS PARTNERSHIP PROJECT LTD** registration number SC1465602, as chargor (the "**Chargor**"); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for the Secured Creditors (the "**Security Trustee**").

Background

- (A) By a common terms agreement dated on or about the date of this Agreement (the "**Common Terms Agreement**") between, amongst others, the Chargor, Scot Roads Partnership Finance Limited (the "**Issuer**"), the Security Trustee, the European Investment Bank ("**EIB**") and certain of the Senior Creditors (as defined in the Security Trust and Intercreditor Deed), certain of the Senior Creditors have agreed, subject to the terms and conditions of the Common Terms Agreement and the other Finance Documents, to record certain obligations of the Chargor, the Issuer and HoldCo in relation to the Project.
- (B) The Issuer has entered into the EIB Finance Contract with EIB pursuant to which EIB has agreed to make available to the Issuer a loan facility on the terms of, and subject to the conditions set out in, the EIB Finance Contract.
- (C) The Obligors wish to finance the Project from *inter alia* the net proceeds of the issue of the Bonds and the advances under the EIB Finance Contract.
- (D) The board of directors of the Chargor is satisfied that entering into this Deed would be most likely to promote the success of the Chargor for the benefit of its members as a whole and to the further benefit and advantage of the Chargor.
- (E) The Security Trustee and the Chargor intend this document to take effect as a deed (even though the Security Trustee only executes it under hand).
- (F) The Security Trustee holds the benefit of this Deed for the Secured Creditors on the terms of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Account Bank Agreement**" means the account bank agreement dated on or about the date of this Deed between, among others, the Chargor, HSBC Bank PLC as Account Bank and the Security Trustee.

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act.

"**Agreements**" means, in relation to the Chargor, all its right, title and interest from time to time in and to the agreements to which it is a party described in Schedule 3 (*Agreements*) and all Related Rights.

"**Assigned Accounts**" means the Bank Accounts described in Schedule 2 (*Assigned Accounts*).

"Bank Accounts" means, in relation to the Chargor, all its right, title and interest from time to time in and to all current, deposit or other accounts (other than the Risk Contingency Reserve Account and the Surplus Account) with any bank or financial institution, all balances from time to time standing to the credit of or accrued or accruing on those accounts and all Related Rights.

"Delegate" means a delegate or sub-delegate appointed by the Security Trustee or a Receiver in accordance with this Deed.

"Finance Document" means the Common Terms Agreement, the Security Trust and Intercreditor Deed, the Account Bank Agreement, the Subscription and Bond Purchase Agreement, the Paying Agency Agreement, the Bond Trust Deed, the Monitoring Adviser Agreement, the Bonds, the EIB Finance Contract, the Project On-Loan Agreement, the Shareholder Support Agreement, any security document, any direct agreement, any ProjectCo Construction Escrow Account Withdrawal Request, any Qualifying Shareholder L/C, any fee letter, and any other finance document.

"Fixtures" means fixtures, fittings and fixed plant, machinery and apparatus.

"Head Lease" means any lease pursuant to which title to any Real Property is vested in the Chargor.

"HoldCo" means Scot Roads Partnership Holdings Ltd, registration number SC463968.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means, in relation to the Chargor, all its right, title and interest from time to time in and to all contracts and policies of insurance of any kind taken out by or on behalf of it and all Related Rights.

"Intellectual Property" means, in relation to the Chargor, all its right, title and interest from time to time in and to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; and

- (b) the benefit of all applications and rights to use such assets,

and all Related Rights (in each case including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Investments" means, in relation to the Chargor, all its right, title and interest from time to time in and to:

- (a) shares, stocks, debentures, units, bonds, notes, commercial paper, certificates of deposit, depository interests, securities and other investments;

- (b) warrants, options and other rights to subscribe for, purchase or otherwise acquire securities and investments;

- (c) any other securities or investments deriving from Investments or any rights attaching or relating to securities or investments,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Law of Property Act" means the Law of Property Act 1925.

"Obligors" means the Chargor, the Issuer and HoldCo.

"Occupational Lease" means any lease or contractual licence or other right of occupation of all or any part of any Real Property.

"Party" means a party to this Deed.

"Plant and Machinery" means, in relation to the Chargor, all its right, title and interest from time to time in and to all plant and machinery and all Related Rights.

"Real Property" means, in relation to the Chargor, all its right, title and interest from time to time in and to any freehold or leasehold property in England and Wales and other real property anywhere in the world, all Fixtures from time to time on that property, and all Related Rights.

"Receivables" means, in relation to the Chargor, all its right, title and interest from time to time in and to all book and other debts of any nature, all other rights to receive money (excluding Insurances, the Bank Accounts, the Risk Contingency Reserve Account and the Surplus Account), and all Related Rights.

"Receiver" means a receiver and manager or other receiver appointed in respect of all or any part of the Security Assets and shall, if allowed by law, include an administrative receiver.

"Related Rights" means, in relation to a Security Asset:

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Security Asset;
- (b) any moneys or proceeds paid or payable deriving from that Security Asset;
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset;
- (d) any awards or judgments in favour of the Chargor in relation to that Security Asset; and
- (e) any other assets deriving from, or relating to, that Security Asset.

"Secured Creditor" means the Security Trustee, Intercreditor Agent, the Monitoring Adviser, any Senior Creditor, the EIB, the Bond Trustee, the Principal Paying Agent and each Bondholder, and any other Secured Creditor (in each case, as defined in the Security Trust and Intercreditor Deed).

"Secured Liabilities" means all present and future debts, claims, liabilities and payment obligations due, owing or incurred by the Obligors to any Secured Creditor under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

"Security Assets" means the assets which from time to time are, or expressed to be, the subject of the Security Interests or any part of those assets.

"Security Interests" means all or any of the Security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed.

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed dated on or about the date of this Deed between, amongst others, the Chargor and the Security Trustee.

1.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Common Terms Agreement have the same meaning in this Deed.

1.3 Construction

- (a) Any reference in this Deed to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.
- (b) The provisions in clause 1.10 (*Construction*) of the Common Terms Agreement apply to this Deed, except that references to the Common Terms Agreement shall be construed as references to this Deed.

1.4 Third Party Rights

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

1.5 Disposition

The terms of the other Finance Documents and of any other agreement or instrument between the Parties are incorporated into each Finance Document to the extent required for any disposition or purported disposition of all or any part of any Real Property or any other relevant Security Asset contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Security Trust and Intercreditor Deed

In exercising any right, power or discretion or taking any action, step or proceeding hereunder, the Security Trustee shall do so pursuant to and in accordance with the Security Trust and Intercreditor Deed and the Security Trustee shall have all the protections conferred on it

pursuant to the Security Trust and Intercreditor Deed, all of which shall be incorporated herein mutatis mutandis as if set out in full in this Agreement.

2. SECURITY INTERESTS

2.1 Creation of Security Interests

- (a) The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Trustee:
- (i) by way of first legal mortgage, all Real Property in England and Wales owned by it on the date of this Deed;
 - (ii) by way of first fixed equitable charge, all other Real Property owned by it on the date of this Deed, all Real Property acquired by it after the date of this Deed and, to the extent not validly and effectively mortgaged under sub-paragraph (i) above, all Real Property in England and Wales owned by it on the date of this Deed;
 - (iii) by way of first fixed charge, all its Bank Accounts, to the extent not validly and effectively assigned under paragraph (b) below;
 - (iv) by way of first fixed charge, all its Receivables, to the extent not validly and effectively assigned under paragraph (c) below;
 - (v) by way of first fixed charge, all its Investments and a first fixed equitable charge over all Investments acquired by it after the date of this Deed;
 - (vi) by way of first fixed charge, all its right, title and interest from time to time in and to its uncalled capital and goodwill;
 - (vii) by way of first fixed charge, all its Intellectual Property and a first fixed equitable charge over all its Intellectual Property acquired by it after the date of this Deed;
 - (viii) by way of first fixed charge, all its Plant and Machinery (except that validly and effectively mortgaged or charged under sub-paragraph (i) or sub-paragraph (ii) above) and a first fixed equitable charge over all its Plant and Machinery acquired by it after the date of this Deed;
 - (ix) by way of first fixed charge, all its Insurances, to the extent not validly and effectively assigned under paragraph (d) below; and
 - (x) by way of first floating charge, all its undertaking and all its assets, both present and future (including assets expressed to be mortgaged, charged or assigned under this Clause 2.1).
- (b) The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigns to the Security Trustee by way of security all its Assigned Accounts.
- (c) The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigns to the Security Trustee by way of security all its Agreements.
- (d) The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigns to the Security Trustee by way of security all its Insurances.

2.2 Qualifying Floating Charge

- (a) The floating charge created by the Chargor under Clause 2.1 (*Creation of Security Interests*) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Trustee may appoint an Administrator of the Chargor pursuant to that paragraph.

2.3 Ranking

- (a) The fixed charges created by the Chargor under Clause 2.1 (*Creation of Security Interests*) rank pari passu with the fixed charges created under the Scottish law ProjectCo Assignment and Security Document.
- (b) The floating charge created by the Chargor under Clause 2.1 (*Creation of Security Interests*) ranks:
 - (i) behind all the mortgages, fixed charges and assignments created by the Chargor;
 - (ii) pari passu with the floating charge created by the Chargor in favour of the Security Trustee under the Scottish law ProjectCo Bond and Floating Charge; but
 - (iii) in priority to any other Security over the Security Assets of the Chargor except for Security ranking in priority in accordance with paragraph (g) of Schedule 1 (*Rights of Receivers*).

2.4 Conversion by notice

The Security Trustee may (acting on the instructions of the Intercreditor Agent received in accordance with the Security Trust and Intercreditor Deed) convert the floating charge over all or any of the Security Assets into a fixed charge by notice to the Chargor specifying the relevant Security Assets:

- (a) if it considers (acting as instructed above) it reasonable and desirable to do so in order to protect or preserve the Security Interests over those Security Assets and/or the priority of those Security Interests; and/or
- (b) while an Event of Default is continuing.

2.5 Automatic conversion

If:

- (a) the Chargor takes any step to create any Security in breach of Clause 3.1 (*Negative pledge*) over any Security Asset subject to the floating charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such Security Asset,

the floating charge over the relevant Security Assets shall automatically and immediately be converted into a fixed charge.

2.6 Company voluntary arrangement moratorium

Obtaining a moratorium or doing anything with a view to obtaining a moratorium pursuant to Schedule A1 of the Insolvency Act (including any preliminary decision or investigation) shall not

cause the floating charge over all or any of the Security Assets to crystallise until the date upon which it is permitted to crystallise in accordance with paragraph 13 of Schedule A1 of the Insolvency Act.

2.7 Consents

If the consent of any party to a document is required to create fixed security over, or an assignment of, the rights of the Chargor under that document:

- (a) the Chargor shall promptly notify the Security Trustee;
- (b) until the consent of the relevant party has been obtained, this Deed shall secure all amounts which the Chargor may receive, or has received, under that document but exclude any fixed security over, or any assignment of, those rights;
- (c) the Chargor shall use reasonable endeavours to obtain the consent of the relevant party to the creation of fixed security over or, as the case may be, an assignment of, those rights under this Deed as soon as reasonably practicable; and
- (d) on the date on which the consent of the relevant party is obtained, the fixed security over or, in respect of an asset expressed to be subject to an assignment, the assignment of, those rights under this Deed shall attach to those rights.

3. RESTRICTIONS ON DEALING WITH SECURITY ASSETS

3.1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Security Asset, except as permitted by the Common Terms Agreement.

3.2 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Security Asset, except as permitted by the Common Terms Agreement.

4. FURTHER ASSURANCE

- (a) The Chargor shall (at its own expense) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Interests) or for the exercise of any rights, powers and remedies of the Security Trustee or the Secured Creditors provided by or pursuant to the Finance Documents or by law; or
 - (ii) to confer on the Security Trustee or confer on the Secured Creditors Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or

- (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests.
- (b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Creditors by or pursuant to this Deed.

5. REAL PROPERTY

5.1 Notification

The Chargor shall promptly notify the Security Trustee of its acquisition or disposal of, or agreement to acquire or dispose of, any Real Property.

5.2 Documents

The Chargor shall promptly deposit with the Security Trustee, and the Security Trustee shall be entitled to hold, all title deeds and documents relating to the Chargor's present and future Real Property.

5.3 Future Real Property

If the Chargor acquires any Real Property in England and Wales after the date of this Deed, it shall:

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and for registration of it as proprietor of that Real Property;
- (b) promptly execute and deliver to the Security Trustee a legal mortgage of that Real Property as security for the payment of all Secured Liabilities;
- (c) promptly apply to the Land Registry to register the Security created by paragraph (a)(ii) of Clause 2.1 (*Creation of Security Interests*) and any legal mortgage created pursuant to paragraph (b) above;
- (d) promptly apply to the Land Registry requesting:
 - (i) a restriction; and
 - (ii) the obligation to make further advances,to be entered on the register of the title to that Real Property in respect of the Security created by paragraph (a)(ii) of Clause 2.1 (*Creation of Security Interests*) and any legal mortgage created pursuant to paragraph (b) above;
- (e) promptly pay all applicable registration fees; and
- (f) promptly deal with any requisitions by the Land Registry relating to that Real Property and keep the Security Trustee informed as to the progress of any such application for registration, the nature of any such requisitions and its response,

or, if the Security Trustee gives notice to the Chargor that the Security Trustee will submit the relevant forms to the Land Registry, the Chargor shall promptly provide the Security Trustee with

all duly completed forms reasonably requested by the Security Trustee and all applicable registration fees.

5.4 Unregistered Real Property

In the case of the Chargor's Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required by law or this Deed to be so registered, if the title deeds and documents are not deposited with the Security Trustee, the Chargor shall promptly apply to the Land Charges Registry to register:

- (a) in respect of all such Real Property owned by it on the date of this Deed, this Deed and the Security created by paragraph (a)(i) and paragraph (a)(ii) of Clause 2.1 (*Creation of Security Interests*); and
- (b) in respect of all such Real Property acquired by it after the date of this Deed, this Deed, the Security created by paragraph (a)(ii) of Clause 2.1 (*Creation of Security Interests*) and any legal mortgage created pursuant to paragraph (b) of Clause 5.3 (*Future Real Property*).

5.5 Title Information Document

On completion of the registration of any Security Interest pursuant to this Clause 5, the Chargor shall promptly supply to the Security Trustee a certified copy of the relevant Title Information Document or, as the case may be, Certificate of Registration of Land Charge issued by the Land Registry or, as the case may be, Land Charges Registry.

6. BANK ACCOUNTS

6.1 Restriction on Bank Accounts

Except as permitted by the Finance Documents, the Chargor shall not have any Bank Accounts other than those listed in Schedule 2 (*Assigned Accounts*), the Risk Contingency Reserve Account and the Surplus Account.

6.2 Withdrawals

The Chargor shall not make any withdrawal from any Bank Account except in accordance with clause 8 of the Common Terms Agreement or the Account Bank Agreement.

6.3 Documents

The Chargor shall promptly deliver to the Security Trustee, and the Security Trustee shall be entitled to hold, such documents relating to the Chargor's Bank Accounts as the Security Trustee reasonably requires.

6.4 Notice of Assignment

The Chargor shall on the date of this Deed give notice of the assignment in paragraph (b) of Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Clause 3 of the Account Bank Agreement and shall use its reasonable endeavours to ensure that each recipient of any such notice promptly signs and returns the relevant form of acknowledgement.

7. RECEIVABLES

7.1 Collection

The Chargor shall promptly collect all Receivables and shall hold the proceeds of collection on trust for the Secured Creditors.

7.2 Payment into designated Bank Account(s)

- (a) Subject to paragraph (b) below, the Chargor shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Receivables) into the relevant Bank Account(s) designated pursuant to clause 8 (*Project Accounts*) of the Common Terms Agreement.
- (b) Paragraph (a) above shall not apply to moneys transferred into the Risk Contingency Reserve Account if the transfer is made in accordance with the Common Terms Agreement and the Account Bank Agreement.

7.3 Restrictions on dealing with Receivables

The Chargor shall comply with the restrictions set out in clause 12.4 (*Disposals*) in the Common Terms Agreement.

7.4 Documents

The Chargor shall promptly deliver to the Security Trustee, and the Security Trustee shall be entitled to hold, such documents relating to its Receivables as the Security Trustee requires.

8. INVESTMENTS

8.1 Notification

Without limiting the provisions of clause 12.7 (*No other interests or Investments*) of the Common Terms Agreement, the Chargor shall promptly notify the Security Trustee of:

- (a) its acquisition of, or agreement to acquire, any Investment; and
- (b) the declaration, payment, receipt, offer or issue of any Related Right excluding any cash dividend.

8.2 Documents

The Chargor shall:

- (a) promptly deliver to the Security Trustee, or as it directs, and the Security Trustee shall be entitled to hold, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) promptly deliver to the Security Trustee, or as it directs, and the Security Trustee shall be entitled to hold, transfers of the Investments and other documents, each executed in blank, relating to the Investments reasonably required by the Security Trustee.

8.3 Voting before enforcement

At any time prior to the occurrence of an Event of Default which is continuing the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment provided that:

- (a) it does so for a purpose not inconsistent with any Finance Document; and

- (b) the exercise of or, as the case may be, the failure to exercise those rights would not have an adverse effect on the value of the relevant Investment or the Security Assets or the ability of the Security Trustee to realise the Security Interests and would not otherwise prejudice the interests of any Secured Creditor under any Finance Document.

8.4 Voting after enforcement

At any time while an Event of Default is continuing:

- (a) the Security Trustee or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment; and
- (b) the Chargor shall comply or procure the compliance with any directions of the Security Trustee or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Trustee or the Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights.

8.5 Cash dividends before enforcement

At any time prior to the occurrence of an Event of Default which is continuing the Chargor shall be entitled, subject to the terms of the Common Terms Agreement, to retain any cash dividend deriving from the Investments.

8.6 Cash dividends after enforcement

At any time while an Event of Default is continuing the Chargor shall hold any cash dividend deriving from the Investments received by it on trust for the Secured Creditors and transfer or pay the same immediately to the Security Trustee or as it may direct. The Security Trustee shall apply the same against the Secured Liabilities in accordance with Clause 18 (*Order of distributions*).

8.7 Investments held by nominees of the Chargor

Except for Investments made in the name of the Account Bank in accordance with the Account Bank Agreement, if any Investment is held in the name of a nominee of the Chargor, the Chargor shall promptly upon request by the Security Trustee deliver to it an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by that nominee. That power of attorney shall appoint the Security Trustee, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Trustee requires.

8.8 Communications

- (a) The Chargor shall promptly upon request by the Security Trustee deliver to it a copy of each circular, notice, report, set of accounts or other document received by it or its nominee relating to any of its Investments which the Security Trustee may require for the performance of its duties hereunder.
- (b) The Chargor shall promptly deliver to the Security Trustee a copy of, and comply with, each request for information which is within its knowledge and which is made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments.

8.9 Payment of calls

The Chargor shall pay all calls or other payments in respect of any of its Investments.

9. INTELLECTUAL PROPERTY

9.1 Notification

The Chargor shall promptly notify the Security Trustee of its acquisition of, or agreement to acquire, (by licence or otherwise) any Intellectual Property, and any application by it or on its behalf to register any Intellectual Property.

9.2 Documents

The Chargor shall promptly deliver to the Security Trustee, and the Security Trustee shall be entitled to hold, such documents relating to the Chargor's Intellectual Property as the Security Trustee reasonably requires.

9.3 Grant

Without prejudice to Clause 3.2 (*Disposals*), the Chargor shall not grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property, other than as required by the Project Documents and in accordance with the Common Terms Agreement.

10. AGREEMENTS

10.1 Documents

The Chargor shall promptly deliver to the Security Trustee, and the Security Trustee shall be entitled to hold, certified copies of each Agreement and shall promptly deliver such other documents relating to the Agreements as the Security Trustee reasonably requires.

10.2 Notice of assignment

The Chargor shall on the date of this Deed give notice of the assignment in paragraph (c) of Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Schedule 4 (*Form of notice of assignment of Agreements*) and shall use reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement.

10.3 Chargor still liable

The Chargor shall remain liable to perform all its obligations under each Agreement. Neither the Security Trustee, any Receiver nor any Delegate shall be under any obligation or liability to the Chargor or any other person under or in respect of any Agreement.

11. INSURANCES

11.1 Documents

The Chargor shall promptly upon request by the Security Trustee deliver to it, and the Security Trustee shall be entitled to hold, such contracts and policies of insurance taken out by or on behalf of the Chargor and the related premium receipts, and such other documents relating to the Chargor's Insurances, as the Security Trustee requires.

11.2 Notice of assignment

The Chargor shall on the date of this Deed give notice of the assignment in paragraph (d) of Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Schedule 5 (*Form of notice of assignment of Insurances*) and shall use its reasonable endeavours to ensure that

each recipient of any such notice promptly signs and returns the relevant form of acknowledgement.

11.3 Use of proceeds

The proceeds of any insurance claim shall be applied in accordance with the provisions of the Common Terms Agreement.

12. GENERAL UNDERTAKINGS

12.1 Information

The Chargor shall supply to the Security Trustee promptly such information regarding its financial condition, business and operations, its Security Assets and its compliance with this Deed as the Security Trustee may reasonably request.

12.2 Access

The Chargor shall permit the Security Trustee and/or any of its representatives (including workmen, surveyors, valuers and other persons) at all reasonable times to view the condition of, and repair, any of its Security Assets.

12.3 No other prejudicial conduct

The Chargor shall not do, or permit to be done, anything not otherwise permitted under the Finance Documents which could prejudice the Security Interests.

13. REPRESENTATIONS AND WARRANTIES

The Chargor:

- (a) makes the representations and warranties set out in clause 4 (*Representations*) of the Common Terms Agreement to the Security Trustee on the date of this Deed; and
- (b) represents and warrants to the Security Trustee that the accounts listed in Schedule 2 (*Assigned Accounts*) are all of the Bank Accounts in which it has an interest other than the Risk Contingency Reserve Account and the Surplus Account.

14. ENFORCEMENT

14.1 When enforceable

The Security Interests shall be immediately enforceable while an Event of Default is continuing.

14.2 Enforcement action

At any time after the Security Interests have become enforceable in accordance with Clause 14.1 (*When enforceable*), the Security Trustee may, subject to the detailed provisions of the Security Trust and Intercreditor Deed, enforce all or any part of the Security Interests in any manner it sees fit.

14.3 Law of Property Act powers

At any time after the Security Interests have become enforceable in accordance with Clause 14.1 (*When enforceable*), the powers, authorities and discretions conferred by the Law of Property Act on mortgagees, including the power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgage*) of the Law of Property Act, as varied and extended by this Deed, shall be immediately exercisable.

15. LAW OF PROPERTY ACT

15.1 Section 101

The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act on mortgagees, as varied and extended by this Deed, shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the date of this Deed and shall be exercisable in accordance with Clause 14.3 (*Law of Property Act powers*).

15.2 Section 103

Section 103 (*Regulation of exercise of power of sale*) of the Law of Property Act shall not apply to this Deed.

15.3 Section 93

Section 93 (*Restriction on consolidation of mortgages*) of the Law of Property Act shall not apply to this Deed.

15.4 Sections 99 and 100

At any time after the Security Interests have become enforceable, the Security Trustee may make any lease or agreement for lease, accept any surrender of lease and grant any option as it sees fit and without the need to comply with any provision of section 99 (*Leasing powers of mortgagor and mortgagee in possession*) or section 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the Law of Property Act.

16. APPOINTMENT OF RECEIVERS AND ADMINISTRATORS

16.1 Appointment of Receivers

If:

- (a) requested by the Chargor; or
- (b) the Security Interests are enforceable,

without any notice or further notice, the Security Trustee may, by deed or otherwise in writing signed by the Security Trustee or any person authorised for this purpose by the Security Trustee, appoint one or more persons to be a Receiver of all or any part of the Security Assets save to the extent prohibited by section 72A of the Insolvency Act or solely by reason of obtaining a moratorium under section 1A of the Insolvency Act. The Security Trustee may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Trustee appoints more than one person as Receiver, the Security Trustee may give those persons power to act either jointly or severally.

16.2 Appointment of Administrators

Paragraph 14 of Schedule B1 to the Insolvency Act applies to this Deed and the Security Trustee may appoint an Administrator of the Chargor pursuant to that paragraph.

16.3 Agent of Chargor

Any Receiver shall be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults and the

Security Trustee shall not incur any liability therefore and shall not be responsible for any misconduct or negligence on the part of any Receiver.

16.4 **Remuneration of Receivers**

The Security Trustee may determine the remuneration of any Receiver and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the Law of Property Act shall not apply. The Security Trustee may direct payment of that remuneration out of moneys it receives as Receiver. The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

17. **RIGHTS AND LIABILITIES OF SECURITY TRUSTEE AND RECEIVERS**

17.1 **Rights of Receivers**

Any Receiver appointed pursuant to Clause 16 (*Appointment of Receivers and Administrators*) shall have:

- (a) the rights set out in Schedule 1 (*Rights of Receivers*); and
- (b) the rights, powers, privileges and immunities conferred by law, including:
 - (i) in the case of an administrative receiver, the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative receivers duly appointed under the Insolvency Act; and
 - (ii) in all other cases, the rights, powers, privileges and immunities conferred by the Law of Property Act and the Insolvency Act on receivers or receivers and managers.

17.2 **Rights of Security Trustee**

At any time after the Security Interests have become enforceable, to the fullest extent permitted by law, any rights conferred by any Finance Document or by law upon a Receiver may be exercised by the Security Trustee, whether or not the Security Trustee shall have appointed a Receiver of all or any part of the Security Assets.

17.3 **Delegation**

The Security Trustee may delegate in any manner to any person any rights exercisable by the Security Trustee under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Trustee thinks fit and the Security Trustee may pass confidential information to any such delegate.

17.4 **Financial collateral arrangement**

- (a) To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Financial Collateral Regulations**")) the Security Trustee shall have the right:
 - (i) to use and dispose of any Security Asset which constitutes "financial collateral" (as defined in the Financial Collateral Regulations ("**Financial Collateral**")) in such manner as it sees fit, in which case the Security Trustee shall comply with any requirements of the Financial Collateral Regulations in relation to obtaining "equivalent financial collateral" (as defined in the Financial Collateral Regulations);

- (ii) to set-off the value of any equivalent financial collateral against, or apply it in discharge of, any Secured Liabilities in accordance with the Financial Collateral Regulations; and
 - (iii) at any time after the Security Interests have become enforceable, to appropriate any Security Asset which constitutes Financial Collateral in such manner as it sees fit in or towards satisfaction of the Secured Liabilities in accordance with the Financial Collateral Regulations.
- (b) If the Security Trustee is required to value any equivalent financial collateral or Financial Collateral for the purpose of paragraph (a)(ii) or (a)(iii) above, the value shall be:
- (i) in the case of cash, its face value at the time of appropriation or set-off; and
 - (ii) in the case of financial instruments or other Financial Collateral, their market value at the time of appropriation or set-off as determined (after appropriation) by the Security Trustee by reference to a public index or other applicable generally recognised source or such other process as the Security Trustee may select, including a valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Security Trustee,

as converted, where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation or set-off selected by the Security Trustee.

- (c) The Chargor authorises the Security Trustee to transfer any Security Asset which constitutes Financial Collateral in accordance with the Financial Collateral Regulations, and any such Security Asset shall pass from the Chargor to the Security Trustee by way of outright title transfer, free and clear of any liens, claims, charges or encumbrances or any other interest of the Chargor or any third party. The Security Trustee shall, accordingly, have the right to deal with, lend, dispose of, pledge, charge or otherwise use any Security Asset which constitutes Financial Collateral.

17.5 Possession

- (a) If the Security Trustee, any Receiver or any Delegate takes possession of the Security Assets, it may at any time relinquish possession. Neither the Security Trustee, any Receiver nor any Delegate shall be liable, by reason of entry into possession of the Security Assets or viewing or repairing any of the present or future assets of the Chargor, as a mortgagee in possession.
- (b) The Security Trustee will not, by reason of the creation of the Security, be or be deemed to be a mortgagee in possession.

17.6 Security Trustee's liability

Neither the Security Trustee, any Receiver nor any Delegate shall, either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise, be liable for:

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Security Assets;
- or

- (b) any act or omission of the Security Trustee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents, unless directly caused by its gross negligence or wilful misconduct.

18. ORDER OF DISTRIBUTIONS

All amounts received or recovered by the Security Trustee or any Receiver in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in clause 10.1 (*Order of Application*) of the Security Trust and Intercreditor Deed.

19. POWER OF ATTORNEY

19.1 Appointment

The Chargor by way of security irrevocably appoints the Security Trustee, each Receiver and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Chargor is obliged to do under any Finance Document to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))); and
- (b) to exercise any of the rights conferred on the Security Trustee, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document or under any law.

19.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 19.1 (*Appointment*).

20. PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Security Trustee, any Receiver or its agents shall be concerned to enquire:

- (a) whether the powers conferred on the Security Trustee, any Receiver or its agents have arisen;
- (b) whether the powers conferred on the Security Trustee, any Receiver or its agents have become exercisable;
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with;
- (d) whether the Security Trustee, any Receiver or its agents is acting within such powers;

- (e) whether any money remains due under the Finance Documents and the receipt in writing of the Security Trustee, any Receiver or its agents shall be sufficient discharge to that purchaser or other person;
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers; or
- (g) as to the application of any money paid to the Security Trustee, any Receiver or its agents.

21. SAVING PROVISIONS

21.1 Continuing Security

Subject to Clause 22 (*Discharge of Security*), the Security Interests are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

21.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or the other Obligors or any security for those obligations or otherwise) is made by a Secured Creditor in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of the Chargor and the other Obligors and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred.

21.3 Waiver of defences

Neither the obligations of the Chargor under this Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Security Interests (without limitation and whether or not known to it or any Secured Creditor) including:

- (a) any time, waiver or consent granted to, or composition with, the Chargor, the other Obligors or any other person;
- (b) the release of the Chargor, the other Obligors or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor, the other Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, the other Obligors or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or

any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

21.4 Chargor intent

Without prejudice to the generality of Clause 21.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with the Project or any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

21.5 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

21.6 Appropriations

Until the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Creditor (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Creditor (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

21.7 Deferral of Chargor's rights

Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Security Trustee otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 21:

- (a) to be indemnified by the other Obligors;

- (b) to claim any contribution from any other provider of Security for or guarantor of any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Creditors under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Creditor;
- (d) to bring legal or other proceedings for an order requiring the other Obligors to make any payment, or perform any obligation, in respect of which such Obligor had given a guarantee, undertaking or indemnity;
- (e) to exercise any right of set-off against the other Obligors; and/or
- (f) to claim or prove as a creditor of the other Obligors in competition with any Secured Creditor.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Creditors by the other Obligors or the Chargor under or in connection with the Finance Documents to be repaid in full on trust for the Secured Creditors and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 18 (*Order of distributions*).

21.8 Additional security

The Security Interests are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Creditor.

21.9 Tacking

Each Secured Creditor shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

22. DISCHARGE OF SECURITY

22.1 Final redemption

Subject to Clause 22.2 (*Retention of security*), if the Security Trustee is satisfied that the Secured Liabilities have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated, the Security Trustee shall at the request and cost of the Chargor release, reassign or discharge (as appropriate) the Security Assets from the Security Interests, without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

22.2 Retention of security

If the Security Trustee considers that any amount paid or credited to any Secured Creditors under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

23. COSTS AND EXPENSES

23.1 Expenses

The Chargor shall, within three Business Days of demand, pay to the Security Trustee the amount of all costs, losses, liabilities and expenses (including legal fees) properly incurred by the Security Trustee or any Receiver in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or any consideration by the Security Trustee as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of any Finance Document and/or any other document referred to in this Deed).

24. INDEMNITY

The Chargor shall, within three Business Days of demand, indemnify the Security Trustee and any Receiver against any cost, loss, liability or expense properly incurred by it or them as a result of:

- (a) any breach by the Chargor of this Deed; or
- (b) the exercise or purported exercise of any of the rights and powers conferred on it or them by this Deed or otherwise relating to the Security Assets.

25. PAYMENTS

25.1 Undertaking to pay

The Chargor shall pay each of the Secured Liabilities when due in accordance with its terms.

25.2 Demands

Any demand for payment made by any Secured Creditor shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

26. PAYMENTS

All payments by the Chargor under this Deed shall be made to such account, with such financial institution and in such other manner as the Security Trustee may direct.

26.1 Continuation of accounts

- (a) At any time after a Secured Creditor has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Assets of the Chargor, that Secured Creditor may open a new account in the name of the Chargor (whether or not it permits any existing account to continue).
- (b) If that Secured Creditor does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of the Chargor to that Secured Creditor shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Liabilities as at the time the relevant notice was received or deemed to have been received.

26.2 Contingencies

If all or any part of the Security Interests are enforced at a time when no amount is due under the Finance Documents but any such amount may or will become due, the Security Trustee or the Receiver may pay the proceeds of any recoveries effected by it into a suspense account.

27. REMEDIES, WAIVERS AND DETERMINATIONS

27.1 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Creditor, Receiver or Delegate, any right or remedy under any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No waiver or election to affirm any of the Finance Documents on the part of any Secured Creditor, Receiver or Delegate shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

27.2 Certificates and Determinations

Any certification or determination by the Security Trustee or any Receiver of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

28. SEPARATE AND INDEPENDENT OBLIGATIONS

The Security created by the Chargor by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by the other Obligors or any other provider of Security by or in connection with any Finance Document.

29. COUNTERPARTS

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

30. GOVERNING LAW

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

31. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 31 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with

jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

(d) Without prejudice to any other mode of service allowed under any relevant law, the Chargor:

(i) irrevocably appoints:

Fulcrum Infrastructure Management Limited (registration number 6046376)

105 Piccadilly

London W1J 7NJ

Telephone: +44 (0) 20 3006 4700

Fax: +44 (0) 20 3006 4701

as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

(ii) agrees that failure by a process agent to notify the Chargor of the process will not invalidate the proceedings concerned.

This Deed has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1
RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 16 (*Appointment of Receivers and Administrators*) shall have the right, either in its own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

(a) **Enter into possession**

to take possession of, get in and collect all or any part of the Security Assets, and to require payment to it or to any Secured Creditor of any Receivables;

(b) **Bank Accounts**

to apply, transfer or set-off any or all of the credit balances from time to time on any Bank Account in or towards payment or other satisfaction of all or part of the Secured Liabilities;

(c) **Carry on business**

to manage and carry on any business of the Chargor;

(d) **Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which the Chargor is a party;

(e) **Deal with Security Assets**

to sell, transfer, assign, exchange, hire out, lend, licence or otherwise dispose of or realise all or any part of the Security Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred);

(f) **Hive down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or any rights attaching thereto;

(g) **Borrow money**

to borrow or raise money either unsecured or on the security of all or any part of the Security Assets (either in priority to the Security Interests or otherwise);

(h) **Lend money**

to lend money or advance credit to any person;

(i) **Covenants and guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments;

(j) **Dealings with tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons;

(k) **Rights of ownership**

to manage and use all or any part of the Security Assets and to exercise and do all such rights and things as the Receiver would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Security Assets;

(l) **Protection of Security Assets**

to insure all or any part of the Security Assets, to carry out decorations, repairs, alterations, improvements and additions to all or any part of the Security Assets (including the development or redevelopment of any Real Property), to commence and/or complete any building operation, to apply for and maintain any planning permission, building regulation approval or any other authorisation and to purchase or otherwise acquire or do anything in connection with all or any part of the Security Assets;

(m) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Security Assets or any business of the Chargor;

(n) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Security Assets or any business of the Chargor;

(o) **Redemption of Security**

to redeem any Security (whether or not having priority to the Security Interests) over all or any part of the Security Assets and to settle the accounts of any person with an interest in all or any part of the Security Assets;

(p) **Employees**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by the Chargor;

(q) **Delegation**

to delegate in any manner to any person any rights exercisable by the Receiver under any Finance Document, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate;

(r) **Insolvency Act**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed;





















(s) **Receipts**

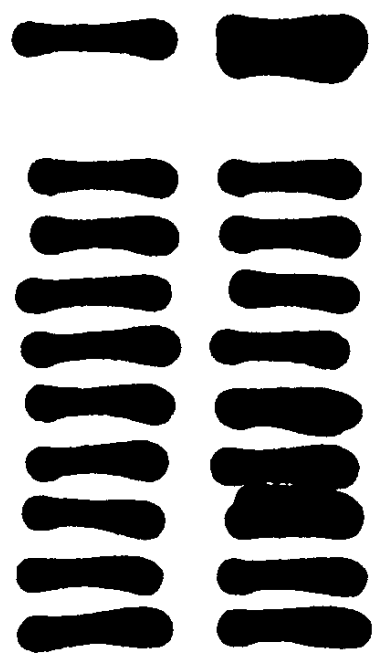
to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Security Assets; and

(t) **Other powers**

to do anything else it may think fit for the realisation of all or any part of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which the Chargor is party, the Law of Property Act or the Insolvency Act.

SCHEDULE 2
ASSIGNED ACCOUNTS

Bank	Sort Code	Account No.	Name of Account
HSBC Bank plc			Scot Roads Partnership Project Ltd and Scottish Ministers Authority Insurance Proceeds Account
HSBC Bank plc			Compensation Account
HSBC Bank plc			Construction Security Account
HSBC Bank plc			Insurance Proceeds Account
HSBC Bank plc			L/C Account
HSBC Bank plc			Maintenance Reserve Account
HSBC Bank plc			NRMM Deferral Account
HSBC Bank plc			Proceeds Account
HSBC Bank plc			ProjectCo Construction Escrow Account
HSBC Bank plc			Senior Debt Service Reserve Account



SCHEDULE 3
AGREEMENTS

1. **THE MANAGEMENT SERVICES AGREEMENT**
2. **THE SHAREHOLDER SUPPORT AGREEMENT**
3. **THE PROJECT ON-LOAN AGREEMENT**

SCHEDULE 4

FORM OF NOTICE OF ASSIGNMENT OF AGREEMENTS

From: [] (the "**Security Trustee**") and SCOT ROADS PARTNERSHIP PROJECT LTD (the "**Chargor**")

To: [Party to the Agreement]

Address:

Dated:

Dear Sirs

SCOT ROADS PARTNERSHIP PROJECT LTD – Security Agreement

dated [] (the "**Security Agreement**")

1. We refer to the Security Agreement.
2. We give notice that by an assignment contained in the Security Agreement the Chargor assigned to the Security Trustee by way of security all its right, title and interest from time to time in and to the Agreements, details of which are set out in the attached schedule (the "**Agreements**"), including rights or claims in relation to the Agreements.
3. [Until you receive written instructions from the Security Trustee to the contrary, all moneys payable by you to the Chargor in respect of the Agreements shall be paid to the [] Account (Account No. []) with [], at [].]"
4. Despite the assignment referred to above or the making of any payment by you to the Security Trustee under or in connection with it:
 - (a) the Chargor shall remain liable to perform all its obligations under each Agreement; and
 - (b) the Security Trustee and any Delegate shall not at any time be under any obligation or liability to you under or in respect of any Agreement.
5. The Chargor shall remain entitled to exercise its rights, powers and discretions under each Agreement, except that the Chargor shall not and you agree that the Chargor shall not, without the prior written consent of the Security Trustee:
 - (a) amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Agreement;
 - (b) exercise any right to rescind, cancel or terminate any Agreement; or
 - (c) except as provided in the Security Agreement, novate, transfer or assign any of its rights under any Agreement.
6. You are authorised and instructed, without requiring further approval, to provide the Security Trustee with such information relating to the Agreements as it may from time to time request and to send to the Security Trustee and us copies of all notices issued by you.

7. This authority and instruction is irrevocable without the prior written consent of the Security Trustee.
8. This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute relating to the existence, validity or termination of this or any non-contractual obligation arising out of or in connection with this notice of assignment).
9. Please acknowledge receipt of this notice of assignment and confirm that:
- (a) you will pay all moneys in respect of each Agreement as directed by or pursuant to this notice of assignment;
 - (b) you have not received any other notice of any assignment of an Agreement;
 - (c) you will not claim or exercise any set-off or counterclaim in respect of any Agreement; and
 - (d) you will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Trustee at [____], marked for the attention of [____].

[Security Trustee]

SCOT ROADS PARTNERSHIP PROJECT LTD

By:

By:

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 9 of the notice of assignment.

[Party to the Agreement]

By:

Dated:

* where applicable

THE SCHEDULE
Agreements assigned

[insert relevant details]

SCHEDULE 5
FORM OF NOTICE OF ASSIGNMENT OF INSURANCES

From: [] (the "**Security Trustee**") and SCOT ROADS PARTNERSHIP PROJECT LTD
(the "**Chargor**")

To: [The Insurers]

Address:

Dated:

Dear Sirs

SCOT ROADS PARTNERSHIP PROJECT LTD – Security Agreement
dated [] (the "Security Agreement")

1. We refer to the Security Agreement.
2. We give notice that by an assignment contained in the Security Agreement the Chargor assigned to the Security Trustee by way of security all its right, title and interest from time to time in and to the insurances, details of which are set out in the attached schedule (the "**Insurances**"), including all moneys or proceeds paid or payable deriving from the Insurances and all rights or claims in relation to the Insurances.
3. All moneys payable by you to the Chargor in respect of the Insurances other than third party Insurances shall be paid to the [] Account (Account No. []) with [], at [], unless and until you receive written notice from the Security Trustee to the contrary, in which event you should make all future payments as then directed by the Security Trustee.
4. Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an insured party shall be paid:
 - (a) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
 - (b) (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party unless the insured party is the Chargor, in which case such sums shall be paid as directed by the Security Trustee.
5. This authority and instruction is irrevocable without the prior written consent of the Security Trustee.
6. This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute

relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment.

7. Please acknowledge receipt of this notice of assignment and confirm that:

- (a) you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice of assignment;
- (b) you have not received any other notice of any assignment of any Insurance or of any other security or interest of any third party in any Insurance;
- (c) you will not claim or exercise any set-off or counterclaim in respect of any Insurance; and
- (d) you will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Trustee at [____], marked for the attention of [_____].

[Security Trustee]

SCOT ROADS PARTNERSHIP PROJECT LTD

By:

By:

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 7 of the notice of assignment.

[The Insurers]

By:

Dated:

THE SCHEDULE

Insurances assigned

[insert relevant details]

EXECUTED AS A DEED by **SCOT ROADS PARTNERSHIP PROJECT LTD** pursuant to a resolution of the Board

on being signed by

FEDERICO GREDILLA

(Please print full name)

in the presence of:

Witness signature

Witness name:

Witness address:

Witness occupation:

YASMEEN GHANI

Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA

Address:

C/O Fulcrum Limited
105 Piccadilly
London
W1J 7NJ

Fax:

+442030064701

Attention:

The Company Secretary

EXECUTED AS A DEED by HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

on being signed by

ANNE OAKHILL

.....
(Please print full name)



in the presence of:

Witness signature:



Witness name:

ADAM ROSE

Witness address:

Witness occupation:



LINKLATERS LLP
One Silk Street
London
EC2Y 8HQ

Address:

8 Canada Square
Level 27
London
E14 5HQ

Fax No:

+442079914350

Attention:

CTLA Trustee Services Administration