



**Registration of a Charge**

Company name: **GREAT SEABROOK SOLAR LIMITED**

Company number: **08224218**



X5C90BU3

Received for Electronic Filing: **29/07/2016**

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**Details of Charge**

Date of creation: **25/07/2016**

Charge code: **0822 4218 0001**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE**

Brief description: **LEASEHOLD LAND KNOWN AS GREAT SEABROOK FARM,  
CHEDDINGTON, LEIGHTON BUZZARD, ENGLAND - TITLE NO.: BM403469**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

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

Certified by:

**ASHURST LLP**



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

Company number: 8224218

Charge code: 0822 4218 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2016 and created by GREAT SEABROOK SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2016 .

Given at Companies House, Cardiff on 1st August 2016

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



## Project Company Debenture

The Solar Park Companies  
named in schedule 1 as the Charging Companies  
and

Barclays Bank PLC  
as Security Trustee

25<sup>th</sup> July 2016

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**THIS DEED** is made on

25<sup>th</sup> July 2016

**BETWEEN:**

- (1) **THE SOLAR PARK COMPANIES** listed in schedule 1 (the "**Charging Companies**"); and
- (2) **BARCLAYS BANK PLC**, a company incorporated in England and Wales having its registered office at 1 Churchill Place, London E14 5HP under company number 01026167, as security trustee for itself and the other Secured Parties acting in accordance with and subject to the Finance Documents (the "**Security Trustee**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

**"Assigned Agreements"** means:

- (a) the contracts listed as Assigned Agreements in schedule 4 (Assigned Agreements);
- (b) any contract that amends or replaces a contract described in schedule 4 (Assigned Agreements); and
- (c) any other agreement designated as an Assigned Agreement by the relevant Charging Company and the Security Trustee;

**"Bank Accounts"** means all rights in relation to cash-deposit, current or other accounts of the Charging Companies held with any bank, financial institution or other person from time to time;

**"Book Debts"** means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Assigned Agreements and the Insurances);

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Trustee by this deed;

**"Default Basis"** means the rate at which interest is payable and the basis for determining payments due, as provided for in clause 10.3 (Default Interest) of the Facilities Agreement;

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

**"Enforcement Date"** means the date on which the Facility Agent serves the notice contemplated by clause 28.17 (Consequences of an Event of Default) of the Facilities Agreement provided that any such notice has not been revoked;

**"Equipment"** means all plant, machinery, vehicles, computers, office and other equipment including any equipment which replaces that existing equipment;

**"Facilities Agreement"** means the facilities agreement dated on or around the date of this deed and made between, amongst others, the Borrower, the Agent, the Mandated

Lead Arranger, the Original Lenders and the Security Trustee, as amended from time to time;

**"Finance Documents"** means the Finance Documents (including any Hedging Agreement);

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

**"Insurances"** means the benefits arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, including those policies (if any) listed in schedule 16 (Insurances) of the Facilities Agreement;

**"Intellectual Property"** means 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, the benefit of all applications and rights to use such assets;

**"Investment"** means any Intercompany Loan or any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf;

**"Proceeds Accounts"** means:

- (a) the accounts listed in schedule 3 (Proceeds Accounts);
- (b) any other Bank Account which is designated as a Proceeds Account by the relevant Charging Company and the Security Trustee; and
- (c) any replacement account or any sub-division or sub-account of those accounts;

**"Property"** means all freehold, heritable and leasehold property and the buildings and fixtures (including trade fixtures) on that property from time to time *including the property (if any) listed in schedule 2 (Property);*

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

**"Related Rights"** means, in relation to any asset:

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

*Ashurst LLP  
on behalf  
of all  
parties*

**"Secured Obligations"** means all present and future liabilities and obligations at any time due, owing or incurred by any Obligor to any Secured Party under any Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006 and includes, but is not limited to, any such moneys, debts or liabilities arising in connection with the Project;

**"Secured Creditor"** means the Secured Creditors as defined in the Intercreditor Deed;

**"Secured Parties"** means the Security Trustee, any Receiver or Delegate and each of the Secured Creditors but, in the case of each Secured Creditor, only if it is a party to the Intercreditor Deed or has acceded to the Intercreditor Deed in the appropriate capacity, in accordance with the terms of the Intercreditor Deed; and

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

## 1.2 Construction

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

- (i) words and expressions defined in the Facilities Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
- (ii) the principles of construction contained in clause 1.2 (Interpretation) of the Facilities Agreement apply equally to the construction of this deed, except that references to "this Agreement" therein will be construed as references to "this deed";
- (iii) any reference to the **"Charging Company"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents;
- (iv) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly; and
- (v) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.

(b) Section, clause and schedule headings are for ease of reference only.

(c) The terms of the Finance Documents under which the Secured Obligations arise are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

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

## 1.3 Third Party Rights

(a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.



- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

#### **1.4 Intercreditor Deed**

The terms of this deed are subject to the terms of the Intercreditor Deed. In the event of any conflict between any provision of this deed and any provision of the Intercreditor Deed, the relevant provision of the Intercreditor Deed shall prevail.

#### **1.5 Security Trustee's Discretion**

It is agreed that any liberty or power which may be exercised or any determination which may be made under this deed by the Security Trustee may, unless otherwise provided, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons thereof, but in any event in accordance with the Intercreditor Deed. For the avoidance of doubt, the Security Trustee shall not be liable for any loss caused to any party for the failure to act as set out in this deed, in the event it does not receive an instruction (in accordance with the Intercreditor Deed) to so act.

### **2. COVENANT TO PAY**

Each Charging Company as primary obligor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) that it will on demand pay or otherwise discharge the Secured Obligations when they fall due for payment or discharge.

### **3. CHARGING CLAUSE**

#### **3.1 Fixed Charges**

Each Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (subject to clause 3.7 (Leases Restricting Charging)); and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property (subject to clause 3.7 (Leases Restricting Charging));
  - (ii) all Investments;
  - (iii) all Equipment;
  - (iv) all Book Debts;
  - (v) all Proceeds Accounts and any other Bank Accounts;
  - (vi) all Intellectual Property (subject to clause 3.8 (Intellectual Property Restricting Charging));
  - (vii) its goodwill and uncalled capital; and
  - (viii) to the extent not effectively assigned by clause 3.2 (Security Assignment):

- (A) the Assigned Agreements (subject to clause 3.9 (Assigned Agreements Restricting Charging)); and
- (B) the Insurances.

### 3.2 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each Charging Company assigns absolutely with full title guarantee in favour of the Security Trustee all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements (subject to clause 3.9 (Assigned Agreements Restricting Charging)); and
- (b) the Insurances,

provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the assigned assets to that Charging Company (or as it shall direct).

### 3.3 Fixed Security

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

### 3.4 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each Charging Company charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment).

### 3.5 Conversion of Floating Charge

- (a) Subject to paragraph (b) below, if:
  - (i) an Enforcement Date has occurred;
  - (ii) the Security Trustee is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset (other than enforcement of any Permitted Security Interest) is in danger of being seized or otherwise in jeopardy; or
  - (iii) the Security Trustee considers that it is desirable to protect the priority of the security,

the Security Trustee may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

- (b) The floating charge created under this deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium under section 1A of the

Insolvency Act 1986 in relation to a relevant Charging Company, or anything done with a view to obtaining such a moratorium.

### 3.6 Automatic Conversion of Floating Charge

- (a) Subject to paragraph (b) below, if:
- (i) any Charging Company creates (or purports to create) any Security in breach of clause 5.2 (Negative Pledge) over any Floating Charge Asset; or
  - (ii) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,
- the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.
- (b) Paragraph (a) shall not apply in respect of enforcement of any Permitted Security Interest.

### 3.7 Leases Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) and clause 6.2 (Perfection of Property Security) any leasehold property held by a Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its leasehold interest in that property (each an **"Excluded Property"**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Property) and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Trustee under clause 3.1 (Fixed Charges) and the provisions of clause 4 (Further Assurance) and clause 6.2 (Perfection of Property Security) shall apply. If required by the Security Trustee at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid legal mortgage in such form and substance as the Security Trustee shall reasonably require.

### 3.8 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) and clause 11.2 (Perfection of Intellectual Property Security) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property (each an **"Excluded Intellectual Property"**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition

within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Intellectual Property) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations.

- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Trustee under clause 3.1 (Fixed Charges) and the provisions of clause 4 (Further Assurance) and clause 11.2 (Perfection of Intellectual Property Security) shall apply. If required by the Security Trustee, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form and substance as the Security Trustee shall reasonably require.

### 3.9 **Assigned Agreements Restricting Charging**

- (a) There shall be excluded from the security assignment created by clause 3.2 (Security Assignment) and from the operation of clause 4 (Further Assurance) any Assigned Agreements which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any security over its interest in that Assigned Agreement (each an **"Excluded Assigned Agreement"**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Assigned Agreement, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed and, shall use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Assigned Agreement shall stand charged to the Security Trustee under clause 3.2 (Security Assignment) and the provisions of clause 4 (Further Assurance). If required by the Security Trustee, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form and substance as the Security Trustee shall reasonably require.

## 4. **FURTHER ASSURANCE**

- (a) Each Charging Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security 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 or for the exercise of any rights, powers and remedies of the Security Trustee, any Receiver or the Secured Parties provided by or pursuant to this deed or by Law;
  - (ii) to confer on the Security Trustee or on the Secured Parties Security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or

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

## **5. UNDERTAKINGS - GENERAL**

### **5.1 Duration of Undertakings**

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

### **5.2 Negative Pledge**

No Charging Company shall create or permit to subsist any Security over any of its assets except a Permitted Security Interest.

### **5.3 Documents Relating to Charged Property**

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

### **5.4 Power to Remedy**

If a Charging Company fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Security Trustee (acting reasonably) within ten Business Days of the Security Trustee providing written notification to the relevant Charging Company that remedy is required, it will allow (and irrevocably authorises) the Security Trustee, or any Delegate, to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

## **6. PROPERTY**

### **6.1 Leases**

Each Charging Company shall promptly give notice to the Security Trustee 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 of any Property.

### **6.2 Perfection of Property Security**

- (a) Each Charging Company will, promptly following execution of this deed (or in relation to a Future Project Company, promptly following execution of a Security Accession Deed), deposit with the Security Trustee (or as it shall direct) certified copies of all deeds and documents of title relating to all Property in which it has an interest and, if those deeds and documents are with the Land Registry, will

promptly deposit them with the Security Trustee (or as it shall direct) upon their release.

- (b) In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, each Charging Company hereby irrevocably consents to the Security Trustee applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) 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 or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 25th July 2016 in favour of Barclays Bank PLC (as security trustee) referred to in the charges register."

- (c) Subject to the terms of the Finance Documents, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Trustee may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- (d) In respect of any part of the Charged Property title to which is registered at the Land Registry, each Charging Company certifies that the Security created by this deed does not contravene any of the provisions of its articles of association.

## **7. INVESTMENTS**

### **7.1 Investment Acquisitions**

Each Charging Company will promptly notify the Security Trustee if it acquires, or enters into any agreement to acquire, any interest in an Investment.

### **7.2 Voting and Distribution Rights**

- (a) Until the occurrence of an Enforcement Date (as the case may be), the Charging Companies may:
- (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments (to the extent permitted under the Finance Documents); and
  - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the interests of the Secured Parties under this deed.
- (b) On and after the occurrence of an Enforcement Date:
- (i) the Charging Companies will promptly pay to the Security Trustee (as the Security Trustee may direct) all dividends, distributions and other monies paid on or derived from the Investments; and

- (ii) the Security Trustee may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the Security given by this deed or facilitating the realisation of it. The Charging Companies will promptly comply with any direction given by the Security Trustee in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the relevant Charging Company the authority to direct the exercise of the disclaimed right, as if an Enforcement Date had not occurred, in accordance with paragraph (a)(ii) above.
- (c) At any time when any Investments are registered in the name of the Security Trustee or its nominee, the Security Trustee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

### **7.3 Perfection of Investments Security**

Each Charging Company will promptly following the execution of this deed or (if later) acquisition of an Investment deposit with the Security Trustee (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an interest together with stock transfer forms executed in blank and left undated on the basis that the Security Trustee shall be entitled to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Enforcement Date or if the Security Trustee considers that the Security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 14 (Attorney) below, to complete the stock transfer forms on behalf of the Charging Companies in favour of itself or its nominee(s).

## **8. EQUIPMENT**

If required to do so by the Security Trustee, the relevant Charging Company will as soon as reasonably practicable create a first legal mortgage over any Equipment owned by it at that time, in any form and substance which the Security Trustee may reasonably require, provided that the relevant Charging Company shall not be obliged to create a first legal mortgage over any such Equipment where to do so would breach the terms of any agreement or arrangement entered into in connection with the Facilities Agreement relating to the purchase, hire or use of such Equipment.

## **9. BOOK DEBTS**

### **9.1 Collection of Book Debts**

Each Charging Company will act as agent for the Security Trustee, promptly collect all Book Debts due to it in the ordinary course of its business, pay the proceeds of all Book Debts into such accounts as required under the relevant Finance Documents or as the Security Trustee may specify from time to time.

### **9.2 Restriction on Dealings**

Without prejudice to clause 5.2 (Negative Pledge) no Charging Company may charge, factor, discount, assign or otherwise transfer any of the Book Debts in favour of any other person, or purport to do so unless permitted by the Facilities Agreement or with the prior consent of the Security Trustee.

## **10. BANK ACCOUNTS**

### **10.1 Withdrawals**

No Charging Company may withdraw all or any monies from time to time standing to the credit of a Proceeds Account, except as permitted by the Finance Documents.

### **10.2 Perfection of Bank Account Security**

Each Charging Company will, promptly following execution of this deed or (if later) designation of a Bank Account as a Proceeds Account or a Bank Account designated by the relevant Charging Company and the Security Trustee:

- (a) give notice (substantially in the form set out in schedule 6 (Form of notice to Project Company Account Bank)) to the Project Company Account Bank, of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that the Project Company Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Trustee.

## **11. INTELLECTUAL PROPERTY**

### **11.1 Intellectual Property Acquisitions**

Each Charging Company will promptly notify the Security Trustee if it creates, acquires, or enters into any agreement to acquire any interest in Intellectual Property which is of material value to its business.

### **11.2 Perfection of Intellectual Property Security**

Each Charging Company appoints the Security Trustee as its agent to apply for the Secured Parties' interest in that Charging Company's Intellectual Property to be recorded on any of the following registers, in the Security Trustee's discretion:

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and
- (c) all other national, regional and international Intellectual Property registers.

## **12. ASSIGNED AGREEMENTS**

### **12.1 Performance and Maintenance of Agreements**

Each Charging Company will, promptly following execution of this deed (or, in respect of any Assigned Agreement designated as such after the date of execution of this deed, promptly thereafter):

- (a) give notice (substantially in the form set out in the relevant part of schedule 5 (Forms of notice to counterparties) or in a form and substance satisfactory to the Security Trustee) to the other parties to the Assigned Agreements of the security



created by this deed over its interest therein and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and

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

#### **12.2 Security Trustee has no notice**

Save with respect to the notices and acknowledgements in relation to the Assigned Agreements to be delivered to the Security Trustee in accordance with this deed, the Security Trustee shall not be deemed to have any knowledge of the provisions of the Assigned Agreements.

### **13. INSURANCES**

Each Charging Company will, promptly following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, promptly thereafter):

- (a) give notice (substantially in the form set out in the relevant part of schedule 5 (Forms of notice to counterparties) or in a form and substance satisfactory to the Security Trustee) to the other parties to the Insurances of the Security created by this deed over its interest therein and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Trustee.

### **14. ATTORNEY**

Each Charging Company, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver, each Delegate and any person nominated for the purpose by the Security Trustee or any Receiver or Delegate (in writing and signed by an officer of the Security Trustee or Receiver or Delegate) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Charging Company is required to do (but has not done) under the terms of any Finance Document; and/or
- (b) which is solely for the purpose of enabling the exercise of any rights or powers conferred on the Security Trustee, any Receiver or any Delegate by any Finance Document or by law,

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

### **15. ENFORCEMENT**

#### **15.1 Exercise of Enforcement Powers**

At any time after an Enforcement Date has occurred:

- (a) the Security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Trustee may enforce all or any part of the Security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of

the Charged Property as the Majority Lenders shall instruct or, in the absence of any such instructions, as the Security Trustee considers in its discretion to be appropriate; and

- (c) the Security Trustee may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Trustee or on a Receiver, irrespective of whether the Security Trustee has taken possession or appointed a Receiver of the Charged Property.

#### 15.2 **Appointment of Receiver or Administrator**

- (a) Subject to paragraphs (d) and (e) below, if:

- (i) an Enforcement Date has occurred; or
- (ii) so requested by the relevant Charging Company,

the Security Trustee may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property of the Charging Companies.

- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Trustee shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium.

#### 15.3 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003.
- (b) If an Enforcement Date has occurred the Security Trustee may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Trustee must attribute a value to the appropriated financial collateral in a commercially reasonable manner. For this purpose, the Security Trustee will value the financial collateral as follows:
  - (i) in the case of cash, by reference to its face value received by the Security Trustee;
  - (ii) in the case of credit claims, by reference to the amount actually recovered by the Security Trustee; and
  - (iii) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Security Trustee may reasonably decide.
- (d) Where the Security Trustee exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:

- (i) the Security Trustee must account to the Charging Companies for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
- (ii) the Charging Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

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

### **16.1 Statutory Powers**

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

### **16.2 Section 101 LPA Powers**

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

### **16.3 Powers of Leasing**

The Security Trustee 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.

### **16.4 Restrictions Disapplied**

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

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

### **17.1 Receiver as Agent**

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

### **17.2 Powers of Receiver**

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

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company;
- (b) enter into or cancel any contracts on any terms or conditions;

- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the 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 Investments and stocks, shares and other securities owned by the relevant Charging Company 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 Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed 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 Charging Company 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 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 Charging Company 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 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 17.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

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

### 17.3 **Removal of Receiver**

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

Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

**17.4 Remuneration of Receiver**

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

**17.5 Several Receivers**

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

**18. PROTECTION OF THIRD PARTIES**

**18.1 No Obligation to Enquire**

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

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

**18.2 Receipt Conclusive**

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

**19. PROTECTION OF SECURITY TRUSTEE AND RECEIVER**

**19.1 Delegation**

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

**19.2 No Liability**

Neither the Security Trustee nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Property or for any other reason and whether as mortgagee in possession or otherwise) be liable in respect of any of the Charged Property or for any costs, expenses, charges, losses, damages or liabilities which arise out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default.

### **19.3 Possession of Charged Property**

Without prejudice to clause 19.2 (No Liability), if the Security Trustee or any Delegate enters into possession of the Charged Property, it or he will not be liable to account as mortgagee in possession and may at any time at its or his discretion relinquish such possession.

## **20. APPLICATION OF ENFORCEMENT PROCEEDS**

### **20.1 Order of Application**

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Trustee or any Receiver or Delegate pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order of priority set out in clause 10.2 (Application of monies on and after an Enforcement Date) of the Intercreditor Deed.

## **21. PROTECTION OF SECURITY**

### **21.1 Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing or any increase, update, extension, amendment or restatement of a Finance Document.

### **21.2 Other Security**

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

### **21.3 Cumulative Powers**

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

### **21.4 Amounts Avoided**

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

#### **21.5 Discharge Conditional**

If any discharge, release or arrangement (whether in respect of the obligations of any Charging Company or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Charging Company under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### **21.6 Waiver of Defences**

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

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

#### **21.7 Non-competition**

Until all amounts which may be or become payable in respect of the Secured Obligations have been irrevocably paid in full, no Charging Company will exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

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

Each Charging Company shall hold any benefit, payment or distribution received by it contrary to this clause 21.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with clause 20 (Application of Enforcement Proceeds).

#### **21.8 Release of Right of Contribution**

If any Charging Company (a "**Retiring Charging Company**") ceases to be a Charging Company in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Charging Company, then on the date such Charging Company ceases to be a Charging Company:

- (a) that Charging Company is released by each other Charging Company from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Charging Company arising by reason of the performance by any other Charging Company of its obligations under the Finance Documents; and
- (b) each other Charging Company waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Charging Company.

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

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

#### **21.10 Redemption of Prior Charges**

- (a) The Security Trustee (acting on the instructions of the Majority Lenders) may, at any time after an Enforcement Date has occurred redeem any prior Security Interest on or relating to any of the Charged Property or procure the transfer of that Security Interest to itself, and may settle and pass the accounts of any person entitled to that prior Security Interest. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Trustee all principal monies and interest and all losses incidental to any such redemption or transfer.
- (b) The Security Trustee (acting on the instructions of the Majority Lenders) may, at any time after a Project Enforcement Date has occurred redeem any prior Security Interest on or relating to any of the Charged Property of the relevant Charging Company or procure the transfer of that Security Interest to itself, and may settle and pass the accounts of any person entitled to that prior Security Interest. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company. The relevant Charging Company will on demand pay to the Security Trustee all principal monies and interest and all losses incidental to any such redemption or transfer.

#### **22. SET-OFF**

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by the Finance Party) against any matured obligation owed by the Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different



currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**23. CHANGES TO PARTIES**

**23.1 Assignment by the Security Trustee**

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

**23.2 Changes to Parties**

Each Charging Company authorises and agrees to changes to parties under clause 29 (Changes to the Lenders) and clause 30 (Changes to the Obligors) of the Facilities Agreement, and authorises the Security Trustee to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

**23.3 Consent of Charging Companies**

Each Charging Company consents to the accession to this deed of additional Charging Companies and agree that any such accession will in no way prejudice the Security granted by it, or affect the covenants given by it, in this deed.

**24. CURRENCY**

**24.1 Conversion**

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

**24.2 No Discharge**

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

**25. MISCELLANEOUS**

**25.1 Invalidity of any Provision**

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

**25.2 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.

25.3 **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.

25.4 **Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Security Trustee nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Obligor, the Security Trustee and each Secured Party shall, at the request and cost of each Obligor, take any action which is necessary to release the Charged Property from the security constituted by this deed.

26. **GOVERNING LAW AND JURISDICTION**

- (a) 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 (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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

## SCHEDULE 1

### Charging Companies

Name	Registered Number
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<b>Anglesey Solar Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE.	08612110
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<b>Aston House Solar Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE.	09317908
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<b>Bentham Solar Farm Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE.	08455338
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<b>Bluegates Solar Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE.	08523558
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<b>Burnham Wick Solar Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE.	08367664
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<b>Canopus Farm Solar Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE.	08808715
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<b>WSE Chapel Hill Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE.	08524279
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<b>Dunkeswell G1 Solar Farm Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE.	09052980
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<b>Ford G2 Solar Farm Limited</b> , a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square,	09053448
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London, E14 9GE.

**Garvinack Solar Farm Limited**, a company 09051927  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Great Seabrook Solar Limited**, a company 08224218  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Stanley 2014 Limited**, a company incorporated 08859949  
in England and Wales and having its registered  
office at C/O Quintas Energy Uk Ltd Suite C, 3rd  
Floor, 3 Harbour Exchange Square, London, E14  
9GE.

**Guston C Solar Farm Limited**, a company 08796936  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Hendai Solar Limited**, a company incorporated 08732732  
in England and Wales and having its registered  
office at C/O Quintas Energy Uk Ltd Suite C, 3rd  
Floor, 3 Harbour Exchange Square, London, E14  
9GE.

**Hendre Fawr Solar Limited**, a company 08697660  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Hunciecroft Solar Limited**, a company 09357837  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Isle of Wight Grange Limited**, a company 08697621  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Littlewood Farm Solar Limited**, a company 08653410  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Long Newnton Solar Farm Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 08711561

**WSE Malmaynes Hall Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 08524144

**Mendip Solar Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 08111697

**Morton Solar Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 09212326

**New Stone House Farm Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 08697664

**Place Farm Solar Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 08185949

**WSE Rhydybandy Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 08443974

**Stowbridge Solar 1 Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 08396602

**Tower Hayes Solar Limited**, a company incorporated in England and Wales and having its registered office at C/O Quintas Energy Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange Square, London, E14 9GE. 09123844

**Upper Farm Solar Limited**, a company 08409277  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Welbeck Hazel Limited**, a company 09342744  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Weston Longville G1 Solar Farm Limited**, a 09053361  
company incorporated in England and Wales and  
having its registered office at C/O Quintas Energy  
Uk Ltd Suite C, 3rd Floor, 3 Harbour Exchange  
Square, London, E14 9GE.

**Winnards Solar Limited**, a company 08708972  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**Solar Woodwalton Limited**, a company 08637201  
incorporated in England and Wales and having its  
registered office at C/O Quintas Energy Uk Ltd  
Suite C, 3rd Floor, 3 Harbour Exchange Square,  
London, E14 9GE.

**SCHEDULE 2****Property****Registered Land****Part 1****Freehold Land****N/A****Part 2****Leasehold Land**

<b>Charging Company</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Title No:</b>
Anglesey Solar Limited	Anglesey	Tai Moelion Solar Park, Soar, Anglesey, Wales	CYM604588
Aston House Solar Limited	Derbyshire	Aston House Solar Farm, Aston House Farm, Derbyshire, England	DY490121
Bentham Solar Farm Limited	Wiltshire	Bentham Solar Farm, Bentham Lane, Purton, Swindon, Wiltshire, England	WT415928 WT415153
Bluegates Solar Limited	Essex	Bluegates Farm, Alresford, Colchester, Essex, England	EX912227
Burnham Wick Solar Limited	Essex	Land East of Burnham Wick Farm, Wick Road, Burnham-on-Crouch, Essex, England	EX925294
Canopus Farm Solar Limited	Lincolnshire	Frith Bank, Frithville, Boston, Lincolnshire, England	LL360008
WSE Chapel Hill Limited	Pembrokeshire	Yerbeston Solar Park, Chapel Hill, St Twynnelles, Pembrokeshire	CYM642485
Dunkeswell G1 Solar Farm Limited	Devon	Dunkeswell Airfield, Dunkeswell, Nr Honiton, Devon, England	DN652031
Ford G2 Solar Farm Limited	West Sussex	Ford G2 Solar Farm Honeybridge Lane, Ashurst, West Sussex, England	WSX377005
Garvinack Solar Farm Limited	Cornwall	Garvinack Farm, Tregavethan, Nr. Truro, Cornwall, England	CL313733

Great Seabrook Solar Limited	Leighton Buzzard	Great Seabrook Farm, Cheddington, Leighton Buzzard, England	BM403469
Stanley 2014 Limited	Bristol	Grange Farm, Northwood, Bristol, England	GR390538 (main lease)  GR391809 (substation site supplemental lease) TT41741
Guston C Solar Farm Limited	Kent	Hangmans Lane, Guston, Dover, Kent, England	CYM636850
Hendai Solar Limited	Mid Glamorgan	Hendai Farm, Heol Adam, Gelligaer, Hengoed, Mid Glamorgan, Wales	CYM637355
Hendre Fawr Solar Limited	Cynon Taf	Hendre Fawr Farm, Rhigos, Rhondda, Cynon Taf, Wales	NT508754
Hunclecroft Solar Limited	Nottinghamshire	Hunclecroft Farm, Holbeck, Nottinghamshire, England	IW80578
Isle of Wight Grange Limited	Isle of Wight	Grange Farm, Staplers Road, Wootton Bridge, Ryde, Isle of Wight	BM394691 (main site) BM396253 (substation) WT314043
Littlewood Farm Solar Limited	Milton Keynes	Yew Tree Farm, Hanslope, Milton Keynes, England	TT34013
Long Newton Solar Farm Limited	Wiltshire	Long Newton Dairy Farm, Brokenborough, Malmesbury, Wiltshire, England	WS64650
WSE Malmaynes Hall Limited	Kent	Malmaynes Hall Farm, Stoke, Kent, England	NT507145
Mendip Solar Limited	Somerset	Shooters Bottom Farm, Chewton Mendip, Radstock, Somerset, England	ON315549
Morton Solar Limited	Nottinghamshire	Mansfield Road, Babworth, Retford, Nottinghamshire, England	TT33148
New Stone House Farm Limited	Bicester	New Stone House Farm, Wendlebury, Bicester, England	CYM634757
Place Farm Solar Limited	Kent	Place Farm, Kenardington, Ashford, Kent, England	
WSE Rhydypanyd Limited	Swansea	Cefn Betingau Farm, Rhydypanyd Road, Morriston, Swansea, Wales	



Stowbridge Solar 1 Limited	Cambridgeshire	Stowbridge Farm, Green End, Stretham, Ely, Cambridgeshire, England	CB387916
Tower Hayes Solar Limited	Leicestershire	Ellistown Lane, Stanton under Bardon, Leicestershire, England	LT476353
Upper Farm Solar Limited	Hampshire	Upper Farm, Bradley, Alresford, Hampshire, England	HP781621
Welbeck Hazel Limited	Nottinghamshire	Welbeck Solar Farm, Welbeck Estate, Budby, Mansfield, Nottinghamshire, England	NT508804 NT512467
Weston Longville G1 Solar Farm Limited	Norwich	The Old Airfield, Weston Green Road, Weston Longville, Norwich, England	NK444582
Winnards Solar Limited	Cornwall	Southmoor Farm, Winnards Perch, St Columb, Cornwall, England	CL311039
Solar Woodwalton Limited	Cambridgeshire	Abbey Farm, Bridge Street, Huntingdon, Cambridgeshire, England	CB384325

**Unregistered Land**

None

### SCHEDULE 3

#### Proceeds Accounts

Charging Company	Account Bank	Sort Code	Account Number
Anglesey Solar Limited	Bank of New York Mellon		
Aston House Solar Limited	Bank of New York Mellon		
Bentham Solar Farm Limited	Bank of New York Mellon		
Bluegates Solar Limited	Bank of New York Mellon		
Burnham Wick Solar Limited	Bank of New York Mellon		
Canopus Farm Solar Limited	Bank of New York Mellon		
WSE Chapel Hill Limited	Bank of New York Mellon		
Dunkeswell G1 Solar Farm Limited	Bank of New York Mellon		
Ford G2 Solar Farm Limited	Bank of New York Mellon		
Garvinack Solar Farm Limited	Bank of New York Mellon		
Great Seabrook Solar Limited	Bank of New York Mellon		
Stanley 2014 Limited	Bank of New York Mellon		
Guston C Solar Farm Limited	Bank of New York Mellon		
Hendai Solar Limited	Bank of New York Mellon		
Hendre Fawr Solar Limited	Bank of New York Mellon		
Hunciecroft Solar Limited	Bank of New York Mellon		
Isle of Wight Grange Limited	Bank of New York Mellon		
Littlewood Farm Solar Limited	Bank of New York Mellon		
Long Newton Solar Farm Limited	Bank of New York Mellon		

WSE Malmaynes Hall Limited	Bank of New York Mellon	
Mendip Solar Limited	Bank of New York Mellon	
Morton Solar Limited	Bank of New York Mellon	
New Stone House Farm Limited	Bank of New York Mellon	
Place Farm Solar Limited	Bank of New York Mellon	
WSE Rhydypanyd Limited	Bank of New York Mellon	
Stowbridge Solar 1 Limited	Bank of New York Mellon	
Tower Hayes Solar Limited	Bank of New York Mellon	
Upper Farm Solar Limited	Bank of New York Mellon	
Welbeck Hazel Limited	Bank of New York Mellon	
Weston Longville G1 Solar Farm Limited	Bank of New York Mellon	
Winnards Solar Limited	Bank of New York Mellon	
Solar Woodwalton Limited	Bank of New York Mellon	

## **SCHEDULE 4**

### **Assigned Agreements**

1. each O&M Agreement;
2. each EPC Contract;
3. each Call-Off Agreement;
4. each Grid Connection Agreement;
5. each FIT Agreement;
6. the Anglesey Lease;
7. the Aston House Lease;
8. the Bentham Lease;
9. the Bluegates Lease;
10. the Burnham Wick Lease;
11. the Canopus Lease;
12. the Chapel Hill Lease;
13. the Dunkeswell Lease;
14. the Ford Farm Lease
15. the Garvinack Lease;
16. the Great Seabrook Lease;
17. the Grange Farm Lease;
18. the Guston Lease;
19. the Hendai Lease;
20. the Hendre Fawr Lease;
21. the Hunceicroft Lease;
22. the Isle of Wight Lease;
23. the Littlewood Lease;
24. the Long Newnton Lease;
25. the Malmaynes Lease;
26. the Mendip Hills Lease;
27. the Morton Lease;
28. the New Stone House Lease;

29. the Place Farm Lease;
30. the Rhydybandy Lease;
31. the Stowbridge Lease;
32. the Tower Hayes Lease;
33. the Upper Farm Lease;
34. the Welbeck Lease;
35. the Weston Longville Lease;
36. the Winnards Perch Lease;
37. the Wood Walton Lease;
38. the Intercompany Power Purchase Agreement;
39. the Intercompany Management Services Agreement; and
40. the Cash Pooling and Intercompany Loan Agreement.

## SCHEDULE 5

### Forms of notice to counterparties

#### Part 1

#### Form of notice to counterparties of Assigned Agreements

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

Copy: Barclays Bank PLC, [●]

Dated: ●

Dear Sirs

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

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has assigned to Barclays Bank PLC (the "**Security Trustee**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company and others to the Secured Parties.

We further notify you that:

1. the Charging Company may not amend or terminate the Agreement otherwise than in accordance with the terms of the Facilities Agreement dated [●] 2016 entered into between amongst others, the Charging Company, the Security Trustee, [●] (in its capacity as mandated lead arranger) and the Lenders (as defined therein);
2. you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Trustee. Thereafter, the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Trustee;
3. you are authorised to disclose information in relation to the Agreement to the Security Trustee on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Trustee (and not to the Charging Company) unless the Security Trustee otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the prior written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Charging Company) 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 Charging Company has assigned or charged its rights under the Agreement to a third party or created any other interest

(whether by way of security or otherwise) in the Agreement in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

**Name:**

for and on behalf of

***[insert name of Charging Company]***

***[On acknowledgement copy]***

To: [●]

Copy to: ***[insert name and address of Charging Company]***

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

.....

**Name:**

for and on behalf of

***[insert name of Counterparty]***

**Dated:** ●



## Part 2

### Form of notice to insurers

To: [each Insurer]  
Address:

[●] 201[●]

Attn: [●]

Copy: [●]

Barclays Bank PLC (the "**Security Trustee**") and [relevant Charging Company] (the "**Charging Company**") gives notice that by an assignment contained in a debenture dated [●] between [relevant Charging Company] and the Security Trustee (the "**Debenture**"), the Charging Company has charged to the Security Trustee all its present and future right, title and interest in and to the contracts of insurances and reinsurance that the Charging Company is required to procure and maintain (the "**Insurances**"). For the avoidance of doubt, the Charging Company's charge to the Security Trustee referred to above is a charge over its rights to receivables under the Insurances (including, an assignment of any ancillary rights which the Charging Companies may have to bring claims).

1. **Insurances other than Third Party Liability Insurance and Business Interruption Insurance**

Subject to clauses 2(a) and (b) and clause 3, all moneys payable by you to the Charging Company in respect of the Insurances other than third party liability Insurances and business interruption Insurances shall be paid to the Insurance Proceeds Account held by the Borrower (Account No. [●] and Sort Code [●]) with [●] unless and until you receive written notice from the Security Trustee that, in accordance with the provisions of the Debenture, the Security Trustee has become entitled to enforce its security in respect of the Insurances (an "**Enforcement Date**"), in which event you should make all future payments as then directed by the Security Trustee.

2. **Third Party Liability Insurance**

Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party liability 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 (to the extent of such payments) of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
- (b) to such other loss payee as may be specified in such Insurance,

unless the insured party is a Chargor and notice of an Enforcement Date has been received, in which case such sums shall be paid as directed by the Security Trustee.

3. **Business Interruption Insurance**

All moneys payable by you to the Charging Company in respect of Insurances relating to business interruption Insurances shall be paid to the Proceeds Account held by the Borrower (Account No [●] and Sort Code [●]) with [●] unless and until you receive written notice from the Security Trustee of an Enforcement Date, in which case such sums shall be paid as directed by the Security Trustee.

4. **Notices**

The Charging Company shall also remain entitled to exercise all its rights, powers and discretions under the Insurances and you should continue to give all relevant notices under the Insurances to the Charging Company, in each case unless and until you receive written notice from the Security Trustee to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs.

Please note that the Charging Company has agreed that it shall not cancel, amend or terminate the Insurances (other than upon a scheduled expiry) without the prior written consent of the Security Trustee or any of its successors, assigns, replacements, transferees or substitutes from time to time in that capacity.

5. **Irrevocable Authority**

This authority and instruction is irrevocable without the prior written consent of the Security Trustee.

6. **Governing Law**

This notice and your acknowledgement and any connected non-contractual obligations shall be governed by and construed in accordance with English law.

7. **Communications**

All notice or other communications under or in connection with the Insurances will be given in writing and shall be delivered by hand, by mail or by fax. Any such notice will be deemed to be given as follows:

- (a) If by hand, at the time of delivery; or
- (b) If by mail, at the time of mailing with proof of the same; or
- (c) If by fax, when received in legible form.

The address and fax number of the Security Trustee for all notices under or in connection with this policy are those notified by the Security Trustee for this purpose to the Insurance Adviser at the time. The initial address and fax number of the Security Trustee are as follows:

The Security Trustee: Barclays Bank PLC  
Address: [●]  
Fax: [●]  
Attention: [●]

Please acknowledge receipt of this notice, and confirm:

- (d) that you will pay all moneys in respect of the Charging Company's interests in the Insurances as directed by or pursuant to this notice; and
- (e) that you have not received any other notices of assignment in relation to the Charging Company's interests in the Insurances specified in this notice,

by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Trustee at the address above, marked for the attention of the person set out above.

.....  
 For and on behalf of  
 Barclays Bank PLC  
 as Security Trustee  
 .....

.....  
 For and on behalf of  
 [Charging Company]  
 as Chargor  
 .....

### **Acknowledgement of Charge**

*[On duplicate]*

We acknowledge receipt of the notice of which this is a copy and confirm that:

- (a) we will pay all moneys in respect of the Charging Company's interests in the Insurances as directed by or pursuant to the notice; and
- (b) we have not received any other notices of assignment in relation to the Charging Company's interests in the Insurances specified in the notice.

.....

For and on behalf of *[each Insurer]*

Date: .....

## SCHEDULE 6

### Form of notice to Project Company Account Bank

To: Bank of New York Mellon [*insert address of Account Bank*] (the "**Project Company Account Bank**")

Copy: [●]

Dated: ●

Dear Sirs

**Re: [Name of Charging Company] - Security over Bank Accounts**

We notify you that [**Name of Charging Company**] (the "**Customer**") has charged in favour of Barclays Bank PLC (the "**Security Trustee**") for the benefit of itself and certain other parties all of its right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Trustee and to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
- (b) to disclose to the Security Trustee any information relating to the Customer and the Charged Accounts which the Security Trustee may from time to time request you to provide.

2. We also advise you that:

- (a) we may not withdraw any monies from the Charged Accounts unless permitted by the Facilities Agreement and the Accounts Agreement; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Trustee.

3. Please sign and return the enclosed copy of this notice to the Security Trustee by way of your confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that the Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Trustee; and

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

The provisions of this notice are governed by English law.

#### Schedule

Charging Company	Sort Code	Account Number
Anglesey Solar Limited	[●]	[●]
Aston House Solar Limited	[●]	[●]
Bentham Solar Farm Limited	[●]	[●]
Bluegates Solar Limited	[●]	[●]
Burnham Wick Solar Limited	[●]	[●]
Canopus Farm Solar Limited	[●]	[●]
WSE Chapel Hill Limited	[●]	[●]
Dunkeswell G1 Solar Farm Limited	[●]	[●]
Ford G2 Solar Farm Limited	[●]	[●]
Garvinack Solar Farm Limited	[●]	[●]
Great Seabrook Solar Limited	[●]	[●]
Stanley 2014 Limited	[●]	[●]
Guston C Solar Farm Limited	[●]	[●]
Hendai Solar Limited	[●]	[●]
Hendre Fawr Solar Limited	[●]	[●]
Huncicroft Solar Limited	[●]	[●]
Isle of Wight Grange Limited	[●]	[●]

Littlewood Farm Solar Limited	[●]	[●]
Long Newnton Solar Farm Limited	[●]	[●]
WSE Malmaynes Hall Limited	[●]	[●]
Mendip Solar Limited	[●]	[●]
Morton Solar Limited	[●]	[●]
New Stone House Farm Limited	[●]	[●]
Place Farm Solar Limited	[●]	[●]
WSE Rhydybandy Limited	[●]	[●]
Stowbridge Solar 1 Limited	[●]	[●]
Tower Hayes Solar Limited	[●]	[●]
Upper Farm Solar Limited	[●]	[●]
Welbeck Hazel Limited	[●]	[●]
Weston Longville G1 Solar Farm Limited	[●]	[●]
Winnards Solar Limited	[●]	[●]
Solar Woodwalton Limited	[●]	[●]

Yours faithfully,

.....  
**Name:**

for and on behalf of

**[Name of Charging Company]**

Counter-signed by

.....  
**Name:**

for and on behalf of

**[●]**

**[On acknowledgement copy]**

To: **[●]**

Attention: **[●]**

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

.....  
**Name:**

for and on behalf of

Bank of New York Mellon

Dated: **●**

## SIGNATORIES TO DEBENTURE

### Charging Companies

Executed and Delivered as a Deed by )  
for and on behalf of )  
**ANGLESEY SOLAR LIMITED** )  
acting by: )

Signature of director/~~authorised attorney~~ .....

Name of director/~~authorised attorney~~ .....

Signature of witness .....

Name of witness .....

Address of witness .....

Occupation of witness .....

*ALAN MITCHELL SHAGRAW*

~~Benjamin Carl Carrozzi~~  
~~NORTON ROSE FULBRIGHT~~  
Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
nortonrosefulbright.com

Executed and Delivered as a Deed by )  
for and on behalf of )  
**ASTON HOUSE SOLAR LIMITED** )  
acting by: )

Signature of director/~~authorised attorney~~ .....

Name of director/~~authorised attorney~~ .....

Signature of witness .....

Name of witness .....

Address of witness .....

Occupation of witness .....

*ALAN MITCHELL SHAGRAW*

Benjamin Carl Carrozzi  
~~NORTON ROSE FULBRIGHT~~  
Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
nortonrosefulbright.com



Executed and Delivered as a Deed by )  
for and on behalf of )  
**BENTHAM SOLAR FARM LIMITED** )  
 )

acting by:

Signature of director/authorised attorney

Name of director/authorised attorney

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....  
*ALAN MITCHELL SHAFER*  
.....  
Benjamin Carl Carrozzi  
.....  
**NORTON ROSE FULBRIGHT**  
.....  
Norton Rose Fulbright LLP  
3 More London Riverside  
.....  
London SE1 2AQ United Kingdom  
nortonrosefulbright.com  
.....

Executed and Delivered as a Deed by )  
for and on behalf of )  
**BLUEGATES SOLAR LIMITED** )  
 )

acting by:

Signature of director/authorised attorney

Name of director/authorised attorney

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....  
*ALAN MITCHELL SHAFER*  
.....  
Benjamin Carl Carrozzi  
.....  
**NORTON ROSE FULBRIGHT**  
.....  
Norton Rose Fulbright LLP  
3 More London Riverside  
.....  
London SE1 2AQ United Kingdom  
nortonrosefulbright.com  
.....

Executed and Delivered as a Deed by )  
for and on behalf of )  
**BURNHAM WICK SOLAR LIMITED** )  
)

acting by:

Signature of director/authorised attorney .....

Name of director/authorised attorney

ALAN MITCHELL SHAFFERAN

Signature of witness .....

Name of witness

Benjamin Carl Carrozzi

Address of witness

NORTON ROSE FULBRIGHT

Occupation of witness

Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
nortonrosefulbright.com

Executed and Delivered as a Deed by )  
for and on behalf of )  
**CANOPUS FARM SOLAR LIMITED** )  
)

acting by:

Signature of director/authorised attorney

Name of director/authorised attorney

ALAN MITCHELL SHAFFERAN

Signature of witness

Name of witness

Benjamin Carl Carrozzi

Address of witness

NORTON ROSE FULBRIGHT

Occupation of witness

Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
nortonrosefulbright.com

Executed and Delivered as a Deed by )  
for and on behalf of )  
**WSE CHAPEL HILL LIMITED** )  
)

acting by:

Signature of director/ <del>authorised attorney</del>	.....
Name of director/ <del>authorised attorney</del>	<u>ALAN MITCHELL SHAFFRAN</u>
Signature of witness	.....
Name of witness	<u>Benjamin Carl Carrozzi</u>
Address of witness	<u>NORTON ROSE FULBRIGHT</u> <u>Norton Rose Fulbright LLP</u> <u>3 More London Riverside</u> <u>London SE1 2AQ United Kingdom</u> <u>nortonrosefulbright.com</u>
Occupation of witness	.....

Executed and Delivered as a Deed by )  
for and on behalf of )  
**DUNKESWELL G1 SOLAR FARM** )  
**LIMITED** )

acting by:

Signature of director/ <del>authorised attorney</del>	.....
Name of director/ <del>authorised attorney</del>	<u>ALAN MITCHELL SHAFFRAN</u>
Signature of witness	.....
Name of witness	<u>Benjamin Carl Carrozzi</u>
Address of witness	<u>NORTON ROSE FULBRIGHT</u> <u>Norton Rose Fulbright LLP</u> <u>3 More London Riverside</u> <u>London SE1 2AQ United Kingdom</u> <u>nortonrosefulbright.com</u>
Occupation of witness	.....

Executed and Delivered as a Deed by )  
for and on behalf of )  
**FORD G2 SOLAR FARM LIMITED** )  
 )

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....

*ALAN MITCHELL SHAFERAN*

.....

Benjamin Carl Carrozzi

**NORTON ROSE FULBRIGHT**

Norton Rose Fulbright LLP

3 More London Riverside

London SE1 2AQ United Kingdom

nortonrosefulbright.com

Executed and Delivered as a Deed by )  
for and on behalf of )  
**GARVINACK SOLAR FARM LIMITED** )  
 )

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....

*ALAN MITCHELL SHAFERAN*

.....

Benjamin Carl Carrozzi

**NORTON ROSE FULBRIGHT**

Norton Rose Fulbright LLP

3 More London Riverside

London SE1 2AQ United Kingdom

nortonrosefulbright.com

Executed and Delivered as a Deed by )  
for and on behalf of )  
**GREAT SEABROOK SOLAR LIMITED** )  
)

acting by:

Signature of director/ <del>authorised attorney</del>	.....
Name of director/ <del>authorised attorney</del>	<u>ALAN MITCHELL SHAFFERMAN</u>
Signature of witness	.....
Name of witness	<u>Benjamin Carl Carrozzi</u>
Address of witness	<u>NORTON ROSE FULBRIGHT</u> <u>Norton Rose Fulbright LLP</u> <u>3 More London Riverside</u> <u>London SE1 2AQ United Kingdom</u> <u>nortonrosefulbright.com</u>
Occupation of witness	.....

Executed and Delivered as a Deed by )  
for and on behalf of )  
**STANLEY 2014 LIMITED** )  
)

acting by:

Signature of director/ <del>authorised attorney</del>	.....
Name of director/ <del>authorised attorney</del>	<u>ALAN MITCHELL SHAFFERMAN</u>
Signature of witness	.....
Name of witness	<u>Benjamin Carl Carrozzi</u>
Address of witness	<u>NORTON ROSE FULBRIGHT</u> <u>Norton Rose Fulbright LLP</u> <u>3 More London Riverside</u> <u>London SE1 2AQ United Kingdom</u> <u>nortonrosefulbright.com</u>
Occupation of witness	.....

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for and on behalf of )  
**GUSTON C SOLAR FARM LIMITED** )  
 )

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....  
*MUM MITCHELL SHAGGAW*  
.....  
Benjamin Carl Carrozzi  
.....  
**NORTON ROSE FULBRIGHT**  
.....  
Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
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.....

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for and on behalf of )  
**HENDAI SOLAR LIMITED** )  
 )

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....  
*MUM MITCHELL SHAGGAW*  
.....  
Benjamin Carl Carrozzi  
.....  
**NORTON ROSE FULBRIGHT**  
.....  
Norton Rose Fulbright LLP  
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**HENDRE FAWR SOLAR LIMITED** )  
)

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

ALAN MITCHELL SHAFERAN

Benjamin Carl Carrozzi

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acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

ALAN MITCHELL SHAFERAN

Benjamin Carl Carrozzi

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**ISLE OF WIGHT GRANGE LIMITED** )  
)

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....

ALAN MITCHELL SHAGRAW

.....

Benjamin Carl Carrozzi  
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**LITTLEWOOD FARM SOLAR LIMITED** )  
)

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....

ALAN MITCHELL SHAGRAW

.....

Benjamin Carl Carrozzi

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**LONG NEWNTON SOLAR FARM** )  
**LIMITED** )

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

ALAN MITCHELL SHAGRAW

Benjamin Carl Carrozzi

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**WSE MALMAYNES HALL LIMITED** )  
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acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

ALAN MITCHELL SHAGRAW

Benjamin Carl Carrozzi

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**MENDIP SOLAR LIMITED** )  
acting by: )

Signature of director/~~authorised attorney~~ .....  
Name of director/~~authorised attorney~~ ADAM MITCHELL SHAGRAW  
Signature of witness .....  
Name of witness Benjamin Carl Carrozzi  
Address of witness NORTON ROSE FULBRIGHT  
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Occupation of witness nortonrosefulbright.com

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for and on behalf of )  
**MORTON SOLAR LIMITED** )  
acting by: )

Signature of director/~~authorised attorney~~ .....  
Name of director/~~authorised attorney~~ ADAM MITCHELL SHAGRAW  
Signature of witness .....  
Name of witness Benjamin Carl Carrozzi  
Address of witness NORTON ROSE FULBRIGHT  
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Occupation of witness nortonrosefulbright.com

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for and on behalf of )  
**NEW STONE HOUSE FARM LIMITED** )  
)

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....

*Adam Mirutetz Shaffran*

.....

Benjamin Carl Carrozzi

.....

**NORTON ROSE FULBRIGHT**

..... Norton Rose Fulbright LLP

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..... London SE1 2AQ United Kingdom

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for and on behalf of )  
**PLACE FARM SOLAR LIMITED** )  
)

acting by:

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....

*Adam Mirutetz Shaffran*

.....

Benjamin Carl Carrozzi

.....

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**WSE RHYDYPANDY LIMITED** )  
acting by: )

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....  
*Alan Mitchell Shaffran*

.....  
*Benjamin Carl Carozzi*  
**NORTON ROSE FULBRIGHT**  
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for and on behalf of )  
**STOWBRIDGE SOLAR 1 LIMITED** )  
acting by: )

Signature of director/~~authorised attorney~~

Name of director/~~authorised attorney~~

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....  
*Alan Mitchell Shaffran*

.....  
*Benjamin Carl Carozzi*  
**NORTON ROSE FULBRIGHT**  
Norton Rose Fulbright LLP  
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for and on behalf of )  
**TOWER HAYES SOLAR LIMITED** )  
 )

acting by:

Signature of director/~~authorised attorney~~ .....  
Name of director/~~authorised attorney~~ ADAM M. MITCHELL SHAGRAW  
Signature of witness .....  
Name of witness Benjamin Carl Carrozzi  
Address of witness .....  
NORTON ROSE FULBRIGHT  
Norton Rose Fulbright LLP  
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Occupation of witness .....  
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**UPPER FARM SOLAR LIMITED** )  
 )

acting by:

Signature of director/~~authorised attorney~~ .....  
Name of director/~~authorised attorney~~ ADAM M. MITCHELL SHAGRAW  
Signature of witness .....  
Name of witness Benjamin Carl Carrozzi  
Address of witness .....  
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Occupation of witness .....  
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**WELBECK HAZEL LIMITED** )  
)

acting by:

Signature of director/authorised attorney .....  
Name of director/authorised attorney ALAN MITCHELL SHAFER  
Signature of witness .....  
Name of witness ..... Benjamin Carl Carrozzi  
Address of witness ..... NORTON ROSE FULBRIGHT  
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Occupation of witness ..... nortonrosefulbright.com

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**WESTON LONGVILLE G1 SOLAR FARM** )  
**LIMITED** )  
acting by:

*Admstr  
LLP*

Signature of director/authorised attorney .....  
Name of director/authorised attorney ALAN MITCHELL SHAFER  
Signature of witness .....  
Name of witness ..... Benjamin Carl Carrozzi  
Address of witness ..... NORTON ROSE FULBRIGHT  
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Occupation of witness ..... nortonrosefulbright.com

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**WINNARDS SOLAR LIMITED** )  
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acting by:

Signature of director/authorised attorney .....  
Name of director/authorised attorney ALAN MITCHELL SHAFFRAN  
Signature of witness .....  
Name of witness Benjamin Carl Carrozzi  
Address of witness NORTON ROSE FULBRIGHT  
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Occupation of witness nortonrosefulbright.com

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for and on behalf of )  
**SOLAR WOODWALTON LIMITED** )  
)

acting by:

Signature of director/authorised attorney .....  
Name of director/authorised attorney ALAN MITCHELL SHAFFRAN  
Signature of witness .....  
Name of witness Benjamin Carl Carrozzi  
Address of witness NORTON ROSE FULBRIGHT  
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Occupation of witness nortonrosefulbright.com

**Security Trustee**

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for and on behalf of )  
**BARCLAYS BANK PLC** )  
)

acting by:

Signature of director/authorised attorney .....

Name of director/authorised attorney .....

Signature of witness .....

Name of witness .....

Address of witness .....

.....

.....

Occupation of witness