



Registration of a Charge

Company name: **EP UK INVESTMENTS LTD**

Company number: **09255154**

Received for Electronic Filing: **18/12/2018**



X7L166TS

Details of Charge

Date of creation: **18/12/2018**

Charge code: **0925 5154 0002**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **N/A.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

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: **RADHIKA WASON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9255154

Charge code: 0925 5154 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2018 and created by EP UK INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2018 .

Given at Companies House, Cardiff on 19th December 2018

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

WHITE & CASE

Dated 18 December 2018

Charge over Shares

between

EP UK Investments Limited
as the Company

and

Lloyds Bank plc
as the Security Agent

White & Case LLP
5 Old Broad Street
London EC2N 1DW

Table of Contents

	Page
1. Interpretation.....	1
2. Covenant to Pay	4
3. Charge.....	4
4. Dividends, Voting and Information	5
5. Continuing Security	6
6. Representations and Warranties.....	8
7. Undertakings	9
8. Enforcement of Security	10
9. Receivers.....	12
10. Application of Proceeds.....	14
11. Power of Attorney.....	14
12. Protection of Security Agent and Receivers	15
13. Protection of Third Parties	16
14. Delegation.....	16
15. Redemption of Prior Mortgages.....	16
16. Release of the Security.....	16
17. Payments	17
18. Enforcement Expenses.....	18
19. Rights, Waivers and Determinations	18
20. Separate and Independent Obligations.....	18
21. Counterparts and Effectiveness.....	18
22. Assignments and Transfers	19
23. Remedies and Waivers.....	19
24. Set-Off.....	19
25. Additional Provisions.....	19
26. Notices	20
27. Governing Law	20
28. Jurisdiction.....	21
Schedule 1 The Initially Charged Shares.....	22
Schedule 2 Form of Directors' Resignation Letter	23

This Deed (the “Deed”) is made on 18 December 2018

Between:

- (1) EP UK Investments Limited (registered number 09255154) (the “Company”); and
- (2) Lloyds Bank plc as security agent for the benefit of the Secured Parties (the “Security Agent”).

Recitals:

- (A) The Company is entering into this Deed in connection with the Finance Documents.
- (B) The Board of Directors of the Company is satisfied that the Company is entering into this Deed for the purposes of its business and that its doing so benefits the Company.
- (C) The Company and the Security Agent intend this Deed to take effect as a deed.
- (D) The Security Agent holds the Security created by, and the benefit of, this Deed on trust for itself and the other Secured Parties on the terms of the Finance Documents.

1. Interpretation

1.1 Definitions

In this Deed, the following terms have the meanings given to them in this Clause.

“Administrator” means an administrator appointed under Schedule B1 to the Insolvency Act.

“Charged Company” means:

- (a) EP UK Finance Limited (company registration number 11347593), whose registered office is at 36-38 Berkeley Square, London, W1J 5AE;
- (b) Lynemouth Power Limited (company registration number 07866585), whose registered office is at Lynemouth Power Station, Ashington, Northumberland, NE63 9NW;
- (c) EPLangage Limited (company registration number 03462783), whose registered office is at 36-38 Berkeley Square, London, W1J 5AE; or
- (d) EP SHB Limited (company registration number 02571241), whose registered office is at 36-38 Berkeley Square, London, W1J 5AE.

“Charged Property” means:

- (a) the Initially Charged Shares; and
- (b) any other shares in a Charged Company which the Company is or becomes the beneficial or registered owner together with all dividends, interest, distributions, stocks, shares, warrants, securities, rights, monies or other property accruing on or derived from such shares, including by way of redemption, substitution, exchange, bonus or preference, under any option rights or otherwise, and any such property as may result from the exercise by the Security Agent of any of its rights under Clause 4.2 (*After Security Enforceable*) and the other provisions of this Deed (the “Derivative Assets”).

“Charged Shares” means any shares from time to time forming part of the Charged Property.

“Charges” means all or any of the Security created or expressed to be created by or pursuant to this Deed.

“**Currency of Account**” means the currency in which the relevant indebtedness is denominated or, if different, is payable.

“**Derivative Assets**” has the meaning given to such term in paragraph (b) of the definition of Charged Property.

“**Enforcement Date**” means:

- (a) prior to the Multi-Facility Discharge Date, the date on which the Global Facility Agent exercises its remedies pursuant to clause 25 (*Remedies upon an Event of Default*) of the Multi-Facility Agreement; and
- (b) on and from the Multi-Facility Discharge Date, the date on which the following conditions are satisfied:
 - (i) either:
 - (A) a Hedge Counterparty has designated an “*Early Termination Date*” (as defined in the relevant Hedging Agreement) (or the equivalent thereof under a Hedging Agreement not based on an ISDA Master Agreement) as a result of the occurrence of an “*Event of Default*” (as defined in the relevant Hedging Agreement) (or the equivalent thereof under a Hedging Agreement not based on an ISDA Master Agreement) in respect of the relevant Hedging Obligor under a Hedging Agreement; or
 - (B) a Hedging Obligor has failed to pay when due any Hedging Termination Payment; and
 - (ii) following such designation or failure to pay (as applicable), the Security Agent has been instructed pursuant to a Majority Hedge Counterparty Decision to enforce a Security Asset.

“**Hedging Obligor**” has the meaning given to that term in the Intercreditor Agreement.

“**Hedging Termination Payment**” has the meaning given to that term in the Intercreditor Agreement.

“**Initially Charged Shares**” means all the shares in a Charged Company specified in Schedule 1 (*The Initially Charged Shares*) of which the Company is the beneficial or registered owner on the date of this Deed, as described and identified in that Schedule.

“**ISDA Master Agreement**” means the 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc.

“**Insolvency Act**” means the Insolvency Act 1986.

“**LPA**” means the Law of Property Act 1925.

“**Majority Hedge Counterparty Decision**” has the meaning given to that term in the Intercreditor Agreement.

“**Multi-Facility Agreement**” means the multi-facility agreement dated on or about the date of this Deed and made between, amongst others, each Charged Company, the Security Agent and the Lenders.

“**Multi-Facility Discharge Date**” has the meaning given to that term in the Intercreditor Agreement.

“**Party**” means a party to this Deed.

“Receiver” means an administrative receiver, a receiver and manager or a receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of the Charged Property or any part of it and that term will include any appointee made under a joint or several appointment.

“Secured Obligations” has the meaning given to that term in the Intercreditor Agreement.

“Security Period” means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

- (a) Capitalised terms defined in the Multi-Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions in clause 1.2 (*Construction*) of the Multi-Facility Agreement apply to this Deed with all necessary changes.
- (c) All Security made with “*full title guarantee*” is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (d) Unless the context otherwise requires, a reference to any Charged Property includes any part of that Charged Property, any proceeds of that Charged Property and any present and future property of that type.

1.3 Agreements

Other than where the contrary is indicated, any references in this Deed to any Finance Document or any other agreement or document shall be construed as a reference to such Finance Document or such other agreement or document as the same may have been, or may from time to time be, amended, restated, varied, novated, supplemented, replaced or renewed (and so that any such reference shall include, unless the context otherwise requires, any agreement or document expressed to be supplemental or collateral thereto or which is otherwise entered into pursuant to or in accordance with the provisions thereof).

1.4 Certificates

A certificate of any Secured Party as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

1.5 Statutes

Any reference in this Deed to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been amended or re-enacted.

1.6 Nominees

If the Security Agent causes or requires Charged Shares to be registered in the name of a nominee for the Security Agent, any reference in this Deed to the Security Agent shall, if the context so permits or requires, be construed as a reference to each of the Security Agent and such nominee.

1.7 Third Party Rights

A person which is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.8 Clause and Schedule Headings

- (a) Unless otherwise stated, any reference in this Deed to a Clause or Schedule shall be construed as a reference to a clause of or a schedule to this Deed.
- (b) Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Deed.

1.9 Intercreditor Agreement

- (a) This Deed is entered into subject to, and with the benefit of, the terms of the Intercreditor Agreement.
- (b) Notwithstanding anything to the contrary in this Deed, the terms of the Intercreditor Agreement will prevail if there is a conflict between the terms of this Deed and the terms of the Intercreditor Agreement.
- (c) The fact that a provision of this Deed is expressed to be subject to the terms of the Intercreditor Agreement does not mean, and will not be taken to mean, that any other provision of this Deed is not so subject.

2. Covenant to Pay

- (a) The Company must pay or discharge the Secured Obligations in the manner provided for in the Finance Documents, *provided that* the liability of the Company shall be limited to the proceeds of enforcement of the Charged Property from time to time.
- (b) Notwithstanding any term or provision of this Deed or any of the other Finance Documents it is expressly agreed and declared that each Secured Party's sole right of recourse (financial or otherwise) to the Company in respect of the Secured Obligations and the other Finance Documents is to the Charges only and that each Secured Party has no other claim, right, recourse or action whatsoever against the Company in respect of the Secured Obligations whether under this Deed, pursuant to any other Finance Document or whether arising as a matter of contract, tort, equity or any other right howsoever arising.
- (c) The liability of the Company under this Deed and the other Finance Documents is expressly limited to the Charges and the value comprised within the Charged Property.

3. Charge

3.1 Fixed Charge

The Company charges by way of fixed charge, with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, the Charged Property to the Security Agent to hold the same on trust for the Secured Parties as security for the payment and discharge of the Secured Obligations.

3.2 Deposit of Share Certificates

Immediately upon execution of this Deed, the Company shall deposit with the Security Agent all share certificates and other documents of title or evidence of ownership relating to the Initially Charged Shares together with stock transfer forms in respect of the Initially Charged Shares duly executed in blank by or on behalf of the Company.

3.3 Further Shares

Immediately upon it becoming the beneficial or registered owner of any Charged Shares (other than the Initially Charged Shares) the Company shall ensure that such Charged Shares (unless already so registered) are registered in the name of the Company and shall promptly notify the Security Agent of such circumstances and deposit with the Security Agent any share certificates and other documents of title representing such Charged Shares together with blank stock transfer forms in respect of such Charged Shares duly executed by or on behalf of the Company.

3.4 Calls on Shares

The Company shall pay when due all calls or other requests for payments made in respect of any of the Charged Property, but if the Company fails to make any such payment the Security Agent may (but shall not be obliged to) make such payment on behalf of the Company and if the Security Agent does so the Company shall promptly on demand of the Security Agent pay to the Security Agent an amount equal to such payment.

4. Dividends, Voting and Information

4.1 Before Security Enforceable

Unless and until the Security created by this Deed has become enforceable the Company shall continue to be entitled to:

- (a) receive and retain all dividends, interest and other monies arising from the Charged Property; and
- (b) exercise all voting rights in relation to the Charged Shares,

provided that the Company shall not exercise such voting rights, or otherwise permit or agree to:

- (i) any variation of the rights attaching to or conferred by all or any part of the Charged Property; or
- (ii) any increase in the issued share capital of a Charged Company,
in any manner which would prejudice the ability of the Security Agent to realise, the Security created by this Deed.

4.2 After Security Enforceable

At any time after the Security created by this Deed has become enforceable the Security Agent shall be entitled to cause the Charged Shares to be registered in its name and may at its discretion (in the name of the Company or otherwise and without any further consent or authority from the Company):

- (a) exercise or refrain from exercising any voting rights in respect of the Charged Shares and revoke, or cause to be revoked, any proxies given pursuant to Clause 4.1 (*Before Security Enforceable*);
- (b) apply all dividends, interest and other monies arising from the Charged Property as if they were proceeds of sale under this Deed; and

- (c) exercise or refrain from exercising the rights of a legal owner of the Charged Property, including the right, in relation to a Charged Company, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of a Charged Company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the realisation, modification or variation of any rights or liabilities attaching to any such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any such shares or securities,

in each case, in such manner and on such terms as the Security Agent may think fit.

5. Continuing Security

5.1 Continuing and Independent Security

This Deed shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent or any other Secured Party may have at any time for the Secured Obligations or any of them.

5.2 New Accounts

If the Security Agent receives notice of any Security created or arising after the date of this Deed in respect of the Charged Property or any part of it or makes demand of the Company for payment of any or all of the Secured Obligations:

- (a) the Security Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid by the Company to the Security Agent in respect of the Secured Obligations, or realised or recovered by the Security Agent under this Deed, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations.

5.3 Avoidance of Payments

Where any release, discharge or other arrangement in respect of any Secured Obligation or any Security any Secured Party may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid, whether in an insolvency, liquidation or otherwise and whether or not such Secured Party has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Deed and the Security created by this Deed shall continue as if such release, discharge or other arrangement had not been given or made.

5.4 Immediate Recourse

- (a) The Company waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person or file any proof or claim in any insolvency,

administration, winding-up or liquidation proceedings relative to any person before claiming from the Company under this Deed.

- (b) This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

5.5 Waiver of Defences

Neither the obligations of the Company under, nor the Security created by, this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Charges (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 the Company, any Obligor or any other person;
- (b) the release of the Company, any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the GenCo Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, the Company, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Company, any Obligor or 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 or of the Secured Obligations including, without limitation, any extension or increase in any facility or the addition of any new facility under a Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- (g) any insolvency or similar proceedings; or
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of the Company, any Obligor or other person under any Finance Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

5.6 No Competition

Any right which the Company may have:

- (a) by way of subrogation, contribution or indemnity in relation to the Secured Obligations; or
- (b) otherwise to claim or prove as a creditor of the Obligors or any other person or its estate in competition with the Security Agent or any other Secured Party,

shall be exercised by the Company only if and to the extent that the Security Agent so requires and in such manner and upon such terms as the Security Agent may specify and the Company shall hold any moneys, rights or Security held or received by it as a result of the exercise of any such rights for and on behalf of, and to the order of, the Security Agent for application in

accordance with the terms of this Deed as if such moneys, rights or Security were held or received by the Security Agent under this Deed.

5.7 Appropriations

Until the end of the Security Period, each Secured Party (or any trustee or agent on its behalf) may, without affecting the liability of the Company under this Deed:

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

6. Representations and Warranties

6.1 General

The Company makes the representations and warranties set out in this Clause 6 to the Security Agent and each other Secured Party.

6.2 Representations

- (a) It is duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own the Charged Property.
- (c) The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable.
- (d) The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding on it or any of its assets to the extent that any such conflict has, or is reasonably likely to have, a Material Adverse Effect.
- (e) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.
- (f) All Authorisations required for the performance by it of this Deed and the transactions contemplated by this Deed and to make this Deed admissible in evidence in its jurisdiction of incorporation and any jurisdiction where it conducts its business have been obtained or effected and are in full force and effect.
- (g) It is the sole legal and beneficial owner of the Charged Property.
- (h) The Charged Property is free of any Security (except those created by or under this Deed or permitted by the Finance Documents) and any other rights or interests in favour of third parties.

- (i) Each of the Shares issued in respect of each Charged Company as at the date of this Deed are set out in Schedule 1 (*The Initially Charged Shares*).
- (j) The shares of any Charged Company which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights.
- (k) There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any Charged Company (including any option or right of pre-emption or conversion).
- (l) No “warning notice” or “restrictions notice” (in each case as defined in paragraph 1(2) of Schedule 1B of Part 21A of the Companies Act 2006) has been issued to the Company in respect of all or any part of the Charged Property and remains in effect.

6.3 Times for making Representations

- (a) The representations and warranties set out in this Deed (including in this Clause) are made by the Company on the date of this Deed.
- (b) Each representation and warranty under this Deed is deemed to be made by the Company on each date during the Security Period on which the Repeating Representations are made.

7. Undertakings

7.1 Negative Pledge

The Company shall not create or permit to subsist any Security or Quasi-Security over any Charged Property, except the Security created by this Deed.

7.2 Disposal

The Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as permitted by the Finance Documents.

7.3 Further Assurance

The Company shall at its own expense promptly do whatever the Security Agent or Receiver reasonably requires:

- (a) to create, perfect, protect or preserve the Charges or the security intended to be created under this Deed or the priority of the Charges; or
- (b) after an Event of Default that is continuing, to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Agent, any Receiver or any nominee or otherwise), making any filing or registration and giving any notice, order or direction.

7.4 Information and access

The Company shall:

- (a) promptly supply to the Security Agent such information as the Security Agent may reasonably require about the Charged Property and compliance of the Company with the terms of this Deed;

- (b) following the occurrence of an Event of Default that is continuing, permit the Security Agent, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to inspect and take copies and extracts from the books, accounts and records of a Charged Company insofar as they relate to the Charged Property;
- (c) no later than:
 - (i) in the case of any director of a Charged Company as at the date of this Deed, the date that is five (5) Business Days after the date of this Deed; and
 - (ii) in the case of any director appointed after the date of this Deed, the date that is five (5) Business Days after the date of the appointment of such director,

deliver to the Security Agent directors' resignation letters (duly executed and undated) for such directors of a Charged Company substantially in the form set out in Schedule 2 (*Form of Directors' Resignation Letter*).

7.5 People with Significant Control Register Regime

The Company shall:

- (a) comply with any notice served on it pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in the notice; and
- (b) promptly provide the Security Agent with a copy of any such notice.

8. Enforcement of Security

8.1 Security Enforceable

- (a) The Charges shall be enforceable on and from the Enforcement Date.
- (b) As between the Company and the Security Agent, the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable in accordance with, and pursuant to, the Multi-Facility Agreement.
- (c) At any time from the Enforcement Date, the Security Agent may (in its sole discretion) in the name of any Charged Company or otherwise and without further consent or authority from any Charged Company cause the resignation of the directors of that Charged Company to become effective by dating the executed directors' resignation letters and filing forms TM01 (or the relevant forms) with Companies House.

8.2 Right to take possession, exercise rights etc.

If the Security constituted by this Deed has become enforceable, the Security Agent shall be entitled then or at any later time or times:

- (a) to exercise the power of sale and other powers conferred by Section 101 of the LPA as varied or amended by this Deed;
- (b) to exercise, procure the exercise of or require the Company to exercise any voting rights attached to any of the Charged Shares for the purpose only of preserving the value of any of the Charged Property or preserving or realising the Security over the Charged Property created by this Deed;
- (c) to receive and retain all Derivative Assets accruing on or in respect of the Charged Shares or any of them, such Derivative Assets to be held by the Security Agent, until

applied in the manner described in Clause 10 (*Application of Proceeds*), and any such Derivative Assets received by the Company after such time shall be immediately paid or transferred to the Security Agent;

- (d) to sell the Charged Shares or any part of them at such place and in such manner and at such price or prices as the Security Agent may deem fit, and upon any such sale the Security Agent shall have the right to deliver, assign and transfer to each purchaser of the same the Charged Shares so sold;
- (e) to collect, recover and give good discharge for any moneys or claims forming part of, or arising in relation to, any Charged Property and to permit any brokers through whom collection or recovery is effected to charge the usual brokerage for the same;
- (f) to take over or commence or defend (if necessary using the name of the Company) any claims or proceedings relating to, or affecting, any Charged Property which the Security Agent may think fit and to abandon, release or settle in any way any such claims or proceedings; and
- (g) generally, to enter into any transaction or arrangement of any kind and to do anything in relation to any Charge or Charged Property which the Security Agent may think fit.

8.3 Right to appoint Receiver

If the Security constituted by this Deed has become enforceable, the Security Agent may then or at any later time or times appoint a receiver and/or manager (or joint receivers and/or managers) of any and all of the Charged Property, and the provisions of Clause 9 (*Receivers*) shall apply.

8.4 Power of Sale

- (a) The statutory:
 - (i) power of sale; and
 - (ii) power of appointing a Receiver,

and, the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall, in each case, arise on the date of this Deed (and the Secured Obligations shall be deemed due and payable for that purpose on the date of this Deed).

- (b) At any time after the Security created under this Deed has become enforceable, the Security Agent may (without notice to the Company) sell or otherwise dispose of the Charged Property or any part of it and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Deed.

8.5 LPA

Sections 93 and 103 of the LPA shall not apply to this Deed or to any exercise by the Security Agent of its right to consolidate mortgages or its power of sale.

8.6 Realisation Accounts

If the Security Agent (whether by appointment of a Receiver or otherwise) enforces the Security created by this Deed, the Security Agent (or such Receiver) may open and maintain with such banks or other financial institutions as it thinks fit one or more realisation accounts and pay any

moneys it holds or receives under or pursuant to this Deed into any such realisation account pending the application of such moneys pursuant to Clause 10 (*Application of Proceeds*).

8.7 Registration of Shares

The Security Agent shall be entitled at any time after the Security has become enforceable to complete any stock transfer forms then held by the Security Agent pursuant to this Deed in the name of the Security Agent and the Company shall do whatever the Security Agent requires in order to procure the prompt registration of such transfer and the prompt issue of a new certificate or certificates for the relevant Charged Shares in the name of the Security Agent.

8.8 Financial Collateral Arrangements

- (a) To the extent that the Charged Property constitutes “*financial collateral*” and this Deed and the obligations of the Company under this Deed constitute a “*security financial collateral arrangement*” (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines, but in any case not less than the value determined by an independent commercial property adviser, investment bank or accountancy firm of national standing selected by the Security Agent (which the Security Agent shall select prior to any such appropriation),

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

9. Receivers

9.1 Appointment of Receivers

- (a) If:
 - (i) requested by the Company;
 - (ii) any corporate action, legal proceedings or other procedure or formal step is taken in relation to the administration of the Company; or
 - (iii) the Enforcement Date has occurred (whether or not the Security Agent has taken possession of the Charged Property),

without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver in respect of any or all of the Charged Property.

- (b) The Security Agent may by written instrument remove any Receiver whenever it may deem it expedient and appoint a new person as a Receiver in place of any Receiver whose appointment has terminated.

- (c) If the Security Agent appoints more than one person as a Receiver, the Security Agent may give those persons power to act either jointly or severally.

9.2 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Insolvency Act, the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property.

9.3 Scope of Appointment

Any Receiver may be appointed Receiver of:

- (a) all of the Charged Property; or
- (b) a part of the Charged Property as specified in the appointment.

9.4 Relationship with Security Agent

- (a) The Security Agent may exercise any of the powers conferred by this Deed while a Receiver is in office and is acting.
- (b) To the fullest extent permitted by law, a Receiver shall be the Company's agent, and the Company shall be responsible, to the exclusion of any liability on the part of the Security Agent and the other Secured Parties, for his remuneration and for his contracts, acts and defaults.

9.5 Powers of Receivers

- (a) A Receiver shall have all the powers conferred by Clause 8.2 (*Right to take possession, exercise rights etc.*) as if references to the Security Agent in Clause 8.2 (*Right to take possession, exercise rights etc.*) were references to the Receiver, and all the powers conferred on a Receiver by the LPA.
- (b) In the case of joint Receivers, any of the powers (including the discretions) conferred by this Deed or by the general law (including the Insolvency Act 1986) may be exercised by any one or more of them, unless their appointment specifically states the contrary.

9.6 Rights of Receivers

In addition to the powers conferred on the Security Agent by this Deed, each Receiver shall have in relation to the property in respect of which such Receiver was appointed:

- (a) all the powers conferred by the LPA on a receiver appointed under that Act; and
- (b) (whether or not such Receiver is an administrative receiver) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986.

9.7 Receiver as Company's attorney

The Company irrevocably and by way of security appoints every Receiver its attorney on its behalf and in its name or otherwise to execute or sign any document and do any act or thing which that Receiver considers necessary or desirable with a view to or in connection with any exercise or proposed exercise of any of his powers.

9.8 Delegation

A Receiver may delegate to any person or persons any of the powers (including the discretions) conferred on him by, or pursuant to, this Deed and may do so on terms authorising successive sub-delegations.

9.9 Removal and Remuneration of Receivers

- (a) The Security Agent may determine the remuneration of any Receiver (without being limited to the maximum rate specified in Section 109(6) of the LPA) and direct payment of that remuneration out of moneys he receives as Receiver.
- (b) The Company alone shall be liable for the remuneration and all other costs, losses, Secured Obligations and expenses of the Receiver.
- (c) The Security Agent may remove a Receiver, with or without appointing another Receiver, and such a removal may be effected by a document signed by any of the Security Agent's officers.
- (d) The Security Agent may appoint a Receiver to replace a Receiver who has resigned or for any other reason ceased to hold office.

9.10 Security Agent's Rights

To the fullest extent permitted by law, all or any of the powers, authorities and discretions of a Receiver in respect of the Charged Property may, if a Receiver has been or could have been appointed, be exercised by the Security Agent in relation to the whole or any part of the Charged Property whether or not a Receiver is or has been appointed.

10. Application of Proceeds

All amounts received or recovered by the Security Agent or any Receiver or Delegate in exercise of their rights under this Deed shall be applied in the order provided in clause 22 (*Application of Proceeds*) of the Intercreditor Agreement.

11. Power of Attorney

11.1 Appointment

The Company by way of security irrevocably and unconditionally appoints the Security Agent and every Receiver (and their respective delegates and sub-delegates) severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Company is obliged to do under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Property) but which the Company has not done:
 - (i) within 5 Business Days of written request prior to an Event of Default; and
 - (ii) following an Event of Default that is continuing; and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver (or any of their respective delegates and sub-delegates) in relation to the Charged Property or under any Finance Document, the LPA or the Insolvency Act.

11.2 Ratification

The Company ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 11.1 (*Appointment*).

12. Protection of Security Agent and Receivers

12.1 No Liability as Mortgagee in Possession

None of the Security Agent, any Receiver or any of their respective delegates and sub-delegates shall be liable:

- (a) to account as mortgagee in possession in respect of all or any part of the Charged Property by reason of going into possession thereof; and
- (b) for any loss upon any realisation of the Charged Property or for any loss connected therewith to which a mortgagee in possession might otherwise be liable.

12.2 Security Agent's Liability

Neither the Security Agent nor any Receiver or any of their respective delegates and sub-delegates 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 to the Company, any other Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Property or from any act, default, omission or misconduct of the Security Agent, any Receiver (or any of their delegates and sub-delegates) or their respective officers, employees or agents in relation to the Charged Property or in connection with the Finance Documents except as caused by the fraud, wilful misconduct or gross negligence of the Security Agent, Receiver or any of their respective delegates and sub-delegates (as applicable).

12.3 Company still Liable

The Company shall remain liable to perform all its obligations in connection with the Charged Property.

12.4 Receivers and Mortgagees

Each Receiver and the Security Agent shall be entitled to all the rights, powers, privileges and immunities conferred by the LPA (as extended by this Deed) on receivers (when such receivers have been duly appointed thereunder) and mortgagees and the Company alone shall be responsible for the Security Agent's and each Receiver's contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by either of them and none of the Secured Parties shall incur any liability therefor (either to the Company or to any other person) except as caused by the fraud, wilful misconduct or gross negligence of the Security Agent or the Receiver.

12.5 Execution by the Security Agent

The Security Agent executes this Deed as the Security Agent for the Secured Parties in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement. It will exercise its powers and authority under this Deed in the manner provided in the Intercreditor Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement.

13. Protection of Third Parties

13.1 No Duty to Enquire

No person dealing with the Security Agent, any other Secured Party or any Receiver (or any of their delegates or sub-delegates) shall be concerned to enquire:

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (d) as to the application of any money borrowed or raised.

13.2 Protection to Purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Secured Party, any Receiver or any of their delegates or sub-delegates.

14. Delegation

- (a) The Security Agent or any Receiver may delegate in any manner to any person any rights exercisable by the Security Agent or Receiver (as applicable) under any Finance Document.
- (b) Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent or Receiver (as applicable) reasonably thinks fit.

15. Redemption of Prior Mortgages

The Security Agent may, at any time after the Security created by this Deed has become enforceable, redeem any prior encumbrance over all or any part of the Charged Property or procure the transfer of such encumbrance to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Company. All principal interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Company to the Security Agent on demand.

16. Release of the Security

16.1 Final Redemption

Subject to Clause 16.2 (*Retention of Security*), if the Security Agent is satisfied that all the Secured Obligations have been irrevocably paid and discharged in full and that all facilities and commitments which might give rise to Secured Obligations have been terminated and cancelled, the Security Agent shall at the request and cost of the Company release, reassign or discharge (as appropriate) the Charged Property from the Charges.

16.2 Retention of Security

If the Security Agent reasonably considers that any amount paid or credited to any Secured Party under any Finance Document is capable of being avoided or otherwise set aside, that

amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

16.3 Consolidation

Section 93 of the LPA shall not apply to the Charges.

17. Payments

17.1 Payments

All payments by the Company under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct.

17.2 Grossing Up

Each payment made by the Company to the Security Agent under this Deed shall be made free and clear of and without deduction for or on account of tax unless the Company is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Company in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Security Agent received and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

17.3 Payments without set-off

Any payment made by the Company under this Deed shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

17.4 Manner of Payment

Each payment made by the Company under this Deed shall be paid in the manner required by the Security Agent.

17.5 Continuation of Accounts

(a) At any time after:

- (i) the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Property; or
- (ii) the presentation of a petition or the passing of a resolution in relation to the winding-up of the Company,

any Secured Party may open a new account in the name of the Company with that Secured Party (whether or not it permits any existing account to continue).

(b) If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred.

(c) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which the Company is party.

18. Enforcement Expenses

The Company shall, on demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) (together with any applicable VAT) incurred by any Secured Party, any Receiver or any of their delegates or sub-delegates in connection with the enforcement of, or the preservation of any rights under this Deed.

19. Rights, Waivers and Determinations

19.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail.

19.2 Exercise of Rights

- (a) No:
 - (i) failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or any of their delegates or sub-delegates, any right or remedy under any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents;
 - (ii) waiver or election to affirm any of the Finance Documents on the part of any Secured Party, Receiver or any of their delegates or sub-delegates shall be effective unless in writing; and
 - (iii) single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.
- (b) The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

19.3 Determinations

Any certification or determination by any Secured Party or any Receiver or any of their delegates or sub-delegates under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20. Separate and Independent Obligations

The Charges created by the Company by, or in connection with, any Finance Document are separate from and independent of any Security created or intended to be created by any other provider of a Security by or in connection with any Finance Document.

21. Counterparts and Effectiveness

21.1 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.

21.2 Effectiveness

This Deed shall take effect and be delivered as a deed on the date on which it is stated to be made.

22. Assignments and Transfers

22.1 The Company's Rights

None of the rights and benefits of the Company under this Deed shall be capable of being assigned or transferred and the Company undertakes not to seek to assign or transfer all or any of such rights and benefits.

22.2 The Security Agent's Rights

The Security Agent may assign or transfer all or any of its rights and benefits under this Deed without the consent of the Company in accordance with the terms of the Finance Documents.

23. Remedies and Waivers

No failure by the Security Agent to exercise, nor any delay by the Security Agent in exercising, any right or remedy under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

24. Set-Off

24.1 Right to Set-Off

Subject to the terms of the Intercreditor Agreement, each Secured Party may set off any rights in respect of any Secured Obligation which is due and payable against any liability (whether or not due and payable) of such Secured Party to the Company, regardless of the place of payment, booking branch or currency of such obligation, and may in order to do so convert, at such time as it considers appropriate, an amount in one currency into an amount in another currency at such rate of exchange as is then available to it.

24.2 No Obligation

No Secured Party shall be obliged to exercise any right given to it by Clause 24.1 (*Right to Set-Off*).

25. Additional Provisions

25.1 Partial Invalidity

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect or any or all of the Security created by this Deed is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Deed or the effectiveness in any other respect of the Security created by this Deed under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of such Security created by this Deed under the law of any other jurisdiction.

25.2 Currency Conversion

In order to apply any sum held or received by the Security Agent or a Receiver in or towards payment of the Secured Obligations, the Security Agent or such Receiver may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Security Agent or such Receiver is able to effect such purchase.

25.3 Currency Indemnity

If any sum due from the Company under this Deed or any order or judgment given or made in relation to this Deed has to be converted from the currency (the “first currency”) in which the same is payable under this Deed or under such order or judgment into another currency (the “second currency”) for the purpose of:

- (a) making or filing a claim or proof against the Company;
- (b) obtaining an order or judgment in any court or other tribunal; or
- (c) enforcing any order or judgment given or made in relation to this Deed,

the Company shall indemnify and hold harmless each Secured Party from and against any loss it suffers or incurs as a result of any discrepancy between:

- (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency; and
- (ii) the rate or rates of exchange at which such Secured Party may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

25.4 Potentially Avoided Payments

If the Security Agent determines that an amount paid to a Secured Party under any Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Deed, such amount shall be regarded as not having been paid.

25.5 Rights Cumulative

The rights and remedies provided by this Deed are cumulative and not exclusive of any rights or remedies provided by law.

26. Notices

Clause 33 (*Notices*) of the Intercreditor Agreement shall apply to this Deed, *mutatis mutandis*, as if set out in full in this Deed.

27. Governing Law

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

28. Jurisdiction

Clause 39 (*Enforcement*) of the Intercreditor Agreement shall apply to this Deed, *mutatis mutandis*, as if set out in full in this Deed.

In Witness Whereof this Deed has been executed as a deed by the Company and has been signed on behalf of the Security Agent.

Schedule 1 The Initially Charged Shares

Charged Company	Class of Share	Number of Shares	Registered Owner	Certificate Number
EP UK Finance Limited (11347593)	Ordinary	2	EP UK Investments Limited	1 and 2
Lynemouth Power Limited (07866585)	Ordinary	1	EP UK Investments Limited	2
EP Langage Limited (03462783)	Ordinary	20,000,021	EP UK Investments Limited	14 and 15
EP SHB Limited (02571241)	Ordinary	20,000,000	EP UK Investments Limited	85

Schedule 2 Form of Directors' Resignation Letter

To: The Directors

[*Charged Company Name*]

[*Company's Address*]

Copy: [*Security Agent*]

[*Address*]

[*Date*]

Dear Sirs,

[*Charged Company Name*]

I, [●], hereby tender my resignation as director of [*Charged Company Name*] effective from the date hereof.

Yours faithfully,

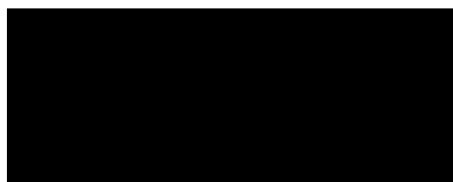
Name:

Address:

SIGNATORIES TO CHARGE OVER SHARES

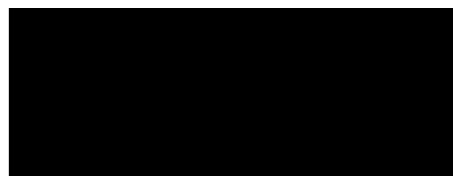
COMPANY

EXECUTED as a deed by **EP UK INVESTMENTS LIMITED** acting by



Director/Attorney

ANTONIA STOCKTON Name



Director/Attorney

MARCUS NETTECTORA Name

[Signature page to the Charge over Shares]

SECURITY AGENT

EXECUTED as a deed by **LLOYDS BANK PLC** acting by _____, its attorney/director in the presence of:

} 

.....
(Signature of Attorney-in-fact/director)

TEYMOUR SAIGOL

Witnessed

} 

Witness

Witness Name: TOM GIBBY

Witness Occupation: BANKER

Witness Address:

Lloyds Bank plc
10 Gresham Street
London
EC2V 7AE

[Signature page to the Charge over Shares]