Company name: YÜ GROUP PLC
Company number: 10004236

Received for Electronic Filing: 18/12/2019

Details of Charge

Date of creation: 13/12/2019
Charge code: 1000 4236 0001
Persons entitled: THE ROYAL BANK OF SCOTLAND PLC
Brief description:

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: JANE WHEELHOUSE
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 10004236

Charge code: 1000 4236 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2019 and created by YÜ GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2019.

Given at Companies House, Cardiff on 19th December 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006
Third Party Charge of Deposit with the Bank (02/10)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING. YOU WILL HAVE TO PAY IF THE BANK IS NOT PAID BY THE CUSTOMER. YOUR LIABILITY IS LIMITED TO THE VALUE OF THE DEPOSIT.

Owner: YÜ Group Plc Registered No: 10004236

Customer: YÜ Energy Retail Limited Registered No: 08246810

Bank: The Royal Bank of Scotland plc

Deposit: all amounts now and in the future credited to Account number [redacted] with the Bank.

1. Charge

1.1 The Owner, with full title guarantee, charges all rights to the Deposit to the Bank.

1.2 This deed secures the payment on demand on the Customer of:

1.2.1 the Customer's Obligations.

1.2.2 any expenses the Bank incurs (on a full indemnity basis and with Interest) in connection with the Deposit or in taking, perfecting, protecting, enforcing or exercising any power under this deed. Interest is applied from the date of payment at the rate charged by the Bank to the Customer and calculated both before and after demand or judgment on a daily basis and compounded quarterly on the days selected by the Bank.

The Customer's Obligations are all the Customer's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another). As the Customer's Obligations include any contingent liabilities, if the Customer gives the Bank a guarantee of another person's liabilities, this deed will secure the Customer's liabilities under that guarantee.

1.3 This deed will secure the amount claimed by the Bank to be the Customer's Obligations regardless of whether the Customer has the power to incur them.

2. Continuing Security

This deed is and will remain a continuing security. The Owner may give one month's notice to discontinue this deed but it will remain security for all the Customer's Obligations at the date notice is received by the Bank and for any further Customer's Obligations that arise before the expiry of the notice.

3. Restrictions

The Owner will not, without the Bank's consent:

3.1 permit or create any mortgage, charge or lien on the Deposit.

3.2 dispose of or assign the Deposit.

3.3 make any withdrawal from the Deposit. The Bank allowing the Owner to make any withdrawal(s) will not waive this restriction in respect of future withdrawals.

4. The Deposit

4.1 If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.

4.2 If the Deposit is for a fixed term and the Customer's Obligations remain outstanding on maturity then the Bank may transfer the Deposit to another account in the Owner's name with the Bank. The Bank will take note of any request by the Owner when selecting the account.
5. Arrangements with the Customer and others

Without releasing or affecting the Security created by this deed, and without the Owner's consent, the Bank may:

5.1 grant new facilities or credit to the Customer or any other person, and increase any rate of interest or charge.

5.2 allow time to and agree, renew, vary or end any arrangements with the Customer or any other person.

5.3 release, renew, vary or refrain from enforcing any security or guarantee held from the Customer or any other person.

5.4 settle with or release from liability the Customer or any other person.

6. Preservation of the Bank's Claims

6.1 Until the Customer's Obligations have been paid in full:

6.1.1 the Owner is not entitled to claim or share any security held by the Bank, or any payment received by the Bank, for the Customer's Obligations.

6.1.2 the Owner will not make any claim against, or in the insolvency of, the Customer or any guarantor of the Customer.

6.1.3 the Owner will not take any security from, or enforce any security against, the Customer or any guarantor of the Customer.

6.2 The Owner will hold on trust for the Bank any payment or security received by the Owner in breach of these provisions.

7. Preservation of the Bank's Rights and Further Assurance

7.1 This deed is in addition to any other security or guarantee for the Customer's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee, or any of the Bank's other rights.

7.2 This deed will not be released if the Bank fails to take any intended security or guarantee for the Customer's Obligations or if any other security or guarantee held by the Bank for the Customer's Obligations is unenforceable.

7.3 Any release or settlement of liability will only take effect when any reductions in the Customer's Obligations or new security given to the Bank cannot be challenged for any reason. The Bank may retain this deed until it is satisfied that it will not have to make any repayments or give up any new security.

7.4 If any of the Customer's Obligations are void or unenforceable against the Customer, this deed will still secure the same amount that it would have done had this not been the case.

7.5 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

8. Possession and Exercise of Powers

8.1 The Bank does not have an immediate right to possession of the Deposit, and the Owner will continue in possession until the Bank takes possession.

8.2 If the Bank makes a demand on the Customer, the Bank may then take possession or exercise any of its other powers without further delay.

8.3 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

8.4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.
9. **Powers of the Bank**

9.1 The Bank may retain the Deposit and, without prior notice, apply the Deposit to reduce the Customer's Obligations.

9.2 The Bank may serve notice of this deed on any party to perfect the security.

10. **Power of Attorney**

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

11. **Certificate**

A Certificate signed by a Bank official as to the amount due from the Customer or the amount secured on the Deposit will be binding on the Owner, except if there is an obvious error.

12. **Application of Payments**

12.1 The Bank may apply any payments received for the Customer to reduce any of the Customer's Obligations, as the Bank decides.

12.2 If the Owner gives notice to discontinue this deed or the Bank receives notice of any charge or other interest affecting the Deposit, the Bank may suspend the operations of the Customer's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Customer after the date of that notice will be applied first to reduce the Customer's Obligations arising after that date.

12.3 The Bank may place any amount realised from the Deposit in a separate account without applying it to the Customer's Obligations. The Bank may keep this arrangement in place for as long as the Bank considers necessary.

13. **Consents and Notices**

13.1 All consents and notices must be in writing.

13.2 The Bank may deliver a notice to the Owner at its registered office, at the contact details last known to the Bank or at the Address for Service if specified.

13.3 A notice signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6:00 p.m. on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday.

13.4 A notice from the Owner to the Bank will be effective on receipt.

14. **Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

15. **Law**

15.1 English law governs this deed and the English courts have exclusive jurisdiction.

15.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.
Executed and Delivered as a deed by the Owner

Director

Director/Secretary

Where only one Director signs, a witness is required
Signed by the Director in the presence of:
Witness' signature
Witness' name in full
Address
Occupation

Date 131219

You must date the document