



Registration of a Charge

Company name: **EP SHB LIMITED**
Company number: **02571241**



X7L3W5AY

Received for Electronic Filing: **19/12/2018**

Details of Charge

Date of creation: **18/12/2018**
Charge code: **0257 1241 0013**
Persons entitled: **LLOYDS BANK PLC**
Brief description: **LAND ON THE SOUTH SIDE OF SOUTH MARSH ROAD,
STALLINGBOROUGH. FOR MORE DETAILS OF LAND CHARGED PLEASE
REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

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: 2571241

Charge code: 0257 1241 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2018 and created by EP SHB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2018 .

Given at Companies House, Cardiff on 20th 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

SHB Security Agreement

between

EP SHB Limited
as the Chargor

and

Lloyds Bank plc
as the Security Agent

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

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This Deed (the “Deed”) is dated 18 December 2018

Between:

- (1) EP SHB Limited (registered number 02571241) (the “Chargor”); and
- (2) Lloyds Bank plc (the “Security Agent”) as security trustee for the Secured Parties.

Background:

- (A) The Chargor enters into this Deed in connection with the Multi-Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

“Act” means the Law of Property Act 1925.

“Charged Debt” means the debt owed by the Account Bank to the Chargor represented by the Credit Balances.

“Credit Balances” means the credit balances from time to time on each of the Project Accounts, including all interest accrued on each such balance.

“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.

“**Insurance Rights**” has the meaning given to such term in Clause 2.8 (*Insurances*).

“**Investments**” means:

- (a) all shares in any member of the GenCo Group (other than itself) owned by the Chargor or held by any nominee or trustee on its behalf; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf.

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

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

“**Material Project Document**” means:

- (a) the energy management services agreement in relation to the South Humber Project dated 1 September 2017 made between the Chargor and EPUK (as amended on 1 January 2018);
- (b) the EMSA Payment Guarantee;
- (c) the long term services agreement dated 15 March 2013 made between the Chargor and Alstom Power Limited;
- (d) any capacity agreement awarded by the National Grid to the Chargor as a result of its successful participation in a “*UK Capacity Market*” auction;
- (e) the bilateral connection agreement dated 18 September 2001, as amended on 26 March 2003 and 29 May 2015 and as further amended from time to time, made between NGET and the Chargor;
- (f) the network exit agreement dated 3 December 2001, as amended on 8 April 2010 and as further amended from time to time, made between the Chargor and NGG; and
- (g) any other “*Material Project Document*” entered into from time to time as agreed between the Chargor (acting reasonably) and the Security Agent.

“**Mortgaged Property**” means all freehold or leasehold property included in the definition of Security Asset.

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

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

“**Project Accounts**” means:

- (a) each of the following accounts in the name of the Chargor with the Account Bank:
 - (i) [REDACTED]; and

(ii)

and

- (b) any other account designated a “*Project Account*” by the Global Facility Agent and the Chargor from time to time,

and, each of the above accounts includes:

- (A) any other accounts which are successors to any such accounts; or
- (B) any renumbering or re-designation of accounts and any account into which all or part of a balance from the account is transferred for investment or administrative purposes.

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

“**Receiver**” means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

“**Relevant Document**” means:

- (a) each Material Project Document;
- (b) the Master Intra-Group Loan Agreement; and
- (c) each Hedging Agreement to which the Chargor is a party.

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

“**Security Asset**” means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

“**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 the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Multi-Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Multi-Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
- (i) any “**account**” or “**Project Account**” shall include any renewal, redenomination, re-designation or sub-account thereof;
- (ii) a Finance Document, a Relevant Document or a Transaction Document or any other agreement or instrument is a reference to that Finance Document, Relevant Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (iii) a “**notice**” includes any notice, request, instruction, demand or other communication;
- (iv) any “**rights**” in respect of an asset includes:
- (A) all amounts and proceeds paid or payable;

- (B) all rights to make any demand or claim; and
- (C) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case, in respect of or derived from that asset;

- (v) a “Security Asset” includes:
 - (A) any part of that Security Asset;
 - (B) the proceeds of that Security Asset; and
 - (C) the proceeds of sale of that Security Asset;
- (vi) any “share”, “stock”, “debenture”, “bond” or “other security” or “investment” includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case, in respect of that share, stock, debenture, bond or other security or investment;

- (vii) the term “this Security” means any Security created by this Deed; and
- (viii) "long-leasehold property" means property in relation to which the relevant lease is for a tenure exceeding 25 years.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 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.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. Creation of Security

2.1 Covenant to Pay

The Chargor must pay or discharge the Secured Obligations in the manner provided for in the Finance Documents.

2.2 General

- (a) All the security created under this Deed is:
 - (i) created in favour of the Security Agent;
 - (ii) created over present and future assets of the Chargor; and
 - (iii) security for the payment of all the Secured Obligations; and
 - (iv) subject to the disclosures made in, and the terms of, certificates and documents of title delivered to the Global Facility Agent pursuant to the Multi-Facility Agreement, made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) Notwithstanding anything to the contrary in this Deed, if:
 - (i) the rights of the Chargor in respect of any asset cannot be secured without the consent of a third party:
 - (A) this Security will constitute security over all proceeds and other amounts which the Chargor may receive, or has received, in respect of the relevant asset but will exclude the Chargor's other rights in relation to that asset; and
 - (B) the Chargor must use reasonable endeavours to obtain the consent of the relevant third party to its rights in respect of the relevant asset being secured under this Deed; and
 - (ii) the Chargor obtains the required consent:
 - (A) all of the Chargor's rights in respect of that asset will immediately be secured in accordance with Clause 2.9 (*Relevant Documents*); and
 - (B) Clause 8 (*Relevant Documents*) will apply to that Document.

- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.3 Land

- (a) The Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, including the real property (if any) specified in Schedule 1 (*Real Property*); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.4 Investments

- (a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Deed to any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable;
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (iii) any right against any clearance system; and
 - (iv) any right under any custodian or other agreement,in relation to that stock, share, debenture, bond or other security.
- (c) A “clearance system” means for the purposes of this Deed a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person.

2.5 Plant and Machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.3 (*Land*), the Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

2.6 Credit balances

- (a) The Chargor charges by way of a first fixed charge all of its rights in respect of each Project Account and the Charged Debt.

- (b) The Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person, other than the accounts referred to in paragraph (a) above, any amount standing to the credit of any such account and the debt represented by it.

2.7 Book debts etc.

To the extent that they have not been effectively assigned under Clause 2.9 (*Relevant Documents*) below, the Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights in relation to any item under paragraphs (a) and (b) above.

2.8 Insurances

The Chargor charges by way of a first fixed charge any proceeds under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the “Insurance Rights”).

2.9 Relevant Documents

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under each Relevant Document to which it is a party.
- (b) The Chargor charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (c) To the extent that they have not been effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a) above.

2.10 Intellectual Property

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) its Intellectual Property rights;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for the same.

2.11 Miscellaneous

The Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;

- (e) its uncalled capital; and
- (f) the benefit of all rights in relation to any item under paragraphs (a) to (e) above.

2.12 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Clause 2.12 into a fixed charge as regards any of the Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) any person levies or attempts to levy any distress, execution or other process against any of the Security Assets.
- (c) The floating charge created by this Clause 2.12 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.12 will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, in each case, in relation to the Chargor.
- (e) The floating charge created by this Clause 2.12 is a “**qualifying floating charge**” for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. Restrictions on Dealings

3.1 Security

Except as expressly allowed under this Deed or the other Finance Documents, the Chargor must not create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under this Deed or the other Finance Documents, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

4. Land

4.1 Notices to tenants

If applicable, the Chargor must serve a notice of charge, substantially in the form of Schedule 2 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served:

- (a) within five (5) Business Days of the date of this Deed for all tenants in place on that date; and
- (b) for any new tenant, promptly (but not later than five (5) Business Days) upon such tenant entering into a lease of the Mortgaged Property.

4.2 Acquisitions

If the Chargor acquires any freehold or long-leasehold property in England and Wales in accordance with the Finance Documents after the date of this Deed it must:

- (a) notify the Security Agent promptly;
- (b) promptly on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and
- (c) if:
 - (i) the title to that freehold or long-leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
 - (ii) applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

4.3 Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register or their conveyancer. (Standard Form P)”.

4.4 Deposit of title deeds

The Chargor must promptly, upon the request of the Security Agent (acting reasonably), deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (*Acquisitions*).

5. Investments

5.1 Conflict in Terms

If there is any conflict between the terms of this Clause 5 and the Multi-Facility Agreement, the Multi-Facility Agreement shall prevail.

5.2 General

In this Clause 5:

“Investments” means all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in Clause 1.1 (*Definitions*).

5.3 Deposit

The Chargor must promptly:

- (a) upon the request of the Security Agent (acting reasonably), deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments consisting of shares owned by the Chargor in another Obligor; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to such Investments.

5.4 Calls

- (a) The Chargor must pay all calls or other payments due and payable in respect of any of its Investments consisting of shares owned by the Chargor in another Obligor in accordance with the Finance Documents.
- (b) If the Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments consisting of shares owned by the Chargor in another Obligor on behalf of the Chargor.
- (c) The Chargor must promptly on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.4 (*Calls*).

5.5 Other obligations in respect of Investments

- (a) The Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Chargor.
- (b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments consisting of shares owned by the Chargor in another Obligor.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of the Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any of the Investments.

5.6 Voting rights

- (a) Before this Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by the Chargor; or
 - (B) if exercisable by the Security Agent, in any manner which the Chargor may direct the Security Agent in writing; and
 - (ii) subject to the Multi-Facility Agreement, all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Multi-Facility Agreement may be retained by the Chargor and applied in its discretion.
- (b) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of the Chargor.
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6. Credit Balances

6.1 Withdrawals

Except as permitted under the Multi-Facility Agreement, the Chargor must not withdraw any part of any Credit Balance.

6.2 Book debts and receipts

- (a) The Chargor must get in and realise its book and other debts and other moneys due and owing to it, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into the Chargor's Guarantor Proceeds Account if required in accordance with paragraph (b) below) on trust for the Security Agent.
- (b) The Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into the Chargor's Guarantor Proceeds Account in accordance with the Multi-Facility Agreement.

6.3 Notice of Charge: Account Bank Agreement

The Parties acknowledge that notice of charge of each Project Account has been given to the Account Bank under the Account Bank Agreement and that the Account Bank has acknowledged receipt of such notice in the Account Bank Agreement.

6.4 Applying Credit Balances

The Security Agent may at any time after this Security becomes enforceable require the Account Bank to pay the Credit Balance to the Security Agent or as the Security Agent may direct and the Security Agent may apply all or any part of the Credit Balance against all or any part of the Secured Obligations in accordance with clause 22 (*Application of Proceeds*) of the Intercreditor Agreement.

7. Insurances

7.1 Insurances: Before the Security becomes Enforceable

Until the Enforcement Date and subject to the rights and claims of any person having prior rights thereto, all proceeds relating to any Insurance Rights shall be applied:

- (a) if such moneys arise from a claim in respect of a liability to a third party, in payment directly to that third party in settlement of that claim (or, as the case may be, in payment to the Chargor by way of reimbursement of expenditure incurred in so doing); and
- (b) in all other cases, in accordance with the Multi-Facility Agreement.

7.2 Insurances: After the Security has become Enforceable

At all times on and from the Enforcement Date, all proceeds relating to any Insurance Rights shall be applied in payment to the Security Agent (pending which, where the same are held by the Chargor, they shall be held by it on trust for the Security Agent) for application in accordance with the Intercreditor Agreement.

7.3 Notice of Charge: Insurances

If applicable, the Chargor must:

- (a) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Insurers*).

8. Relevant Documents

8.1 Exercise of Rights

- (a) Subject to the terms of this Deed, the Security Agent (on behalf of each Secured Party) agrees that the Chargor will continue to be entitled to receive payments and exercise all of the rights, powers, discretions and remedies which would (but for this Deed) be vested in the Chargor under and in respect of the Relevant Documents, unless and except to the extent that either:
 - (i) any such exercise is prohibited by or would contravene, or result in a contravention of, any provision of the Finance Documents; or
 - (ii) following the Enforcement Date, the Security Agent requires otherwise by notice to the Chargor and the relevant counterparty under a Relevant Document in accordance with Clause 9 (*When Security Becomes Enforceable*).
- (b) The Security Agent may upon the giving of notice under paragraph (a)(ii) above, exercise all rights and powers in respect of that Relevant Document in accordance with the terms of this Deed without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor.

8.2 Performance of Obligations

- (a) The Chargor will remain at all times liable to perform all its obligations assumed under or in respect of any Relevant Document, in each case, to the extent as if this Deed had not been effected.

- (b) Other than as provided for in the Finance Documents, neither the Security Agent nor any of the other Secured Parties will, by reason of this Deed or anything arising out of this Deed or anything done under or in connection with it, be under any obligation in relation to the Relevant Document or have any obligation or liability whatsoever to any person (including the Chargor, any counterparty to a Relevant Document and any other Secured Party) to:
 - (i) perform any of the obligations assumed by the Chargor under or in respect of any Relevant Document and the Finance Documents; or
 - (ii) enforce payment or performance of any obligations of any counterparty or any person under any Relevant Contract or the Finance Documents (as applicable) other than in accordance with Clause 9 (*When Security Becomes Enforceable*).

8.3 Notice of Assignment: General

If there is no Direct Agreement relating to a Relevant Document, the Chargor must, at the request of the Security Agent:

- (a) promptly serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Relevant Documents*), on each counterparty to a Relevant Document (other than a Hedging Agreement); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Relevant Documents*).

8.4 Notice of Assignment: Hedging Agreements

The Chargor must:

- (a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement to which it is a party promptly following entry into such Hedging Agreement; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Hedge Counterparty*).

9. When Security Becomes Enforceable

9.1 Enforcement Date

This Security will become immediately enforceable upon the Enforcement Date.

9.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in accordance with the Intercreditor Agreement.

9.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

10. Enforcement of Security

10.1 General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

10.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

10.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

10.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

10.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

10.7 Financial collateral

- (a) To the extent that the Security Assets constitutes “*financial collateral*” and this Deed and the obligations of the Chargor 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.

11. Receiver

11.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) the Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an “*administrative receiver*” (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

11.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12. Powers of Receiver

12.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 12 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

12.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

12.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

12.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

12.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

12.13 Lending

A Receiver may lend money or advance credit to any person.

12.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case, as he/she thinks fit.

12.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

13. Application of Proceeds

- (a) All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Intercreditor Agreement.
- (b) This Clause 13:
 - (i) is subject to the payment of any claims having priority over this Security; and
 - (ii) does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

14. Expenses and Indemnity

The Chargor must:

- (a) promptly on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) reasonably incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

15. Delegation

15.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

15.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

16. Further Assurances

- (a) The Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) after an Event of Default that is continuing, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary.

17. Power of Attorney

17.1 Power of Attorney

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed which have not been performed within five (5) Business Days of written request or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law after an Event of Default that is continuing.

17.2 Ratification

The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

18. Preservation of Security

18.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

18.2 Reinstatement

If any payment by the Chargor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Chargor and the Security Assets shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) each Secured Party shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

18.3 Waiver of Defences

Neither the obligations of the Chargor under this Deed nor the Security Assets will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Security Assets (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 Chargor, any Obligor or any other person;
- (b) the release of the Chargor, any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the 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 Chargor, 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 Chargor, 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;
- (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 Chargor or other person under any Finance Document

resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

18.4 Chargor Intent

Without prejudice to the generality of Clause 18.3 (*Waiver of Defences*), the Chargor expressly confirms that it intends that the Security Assets shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents and any fees, costs and/or expenses associated with the foregoing.

18.5 Immediate Recourse

- (a) The Chargor 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 before claiming from the Chargor under this Deed.
- (b) This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

18.6 Appropriations

Until the end of the Security Period, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured 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 Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

18.7 Deferral of Chargor's Rights

Until the end of the Security Period and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other provider of Security for or any other guarantor of any Obligor's obligations under the Finance Documents; and/or
- (c) 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 the Finance Documents or of any guarantee or other security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

18.8 Additional Security

The Security Assets are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party.

18.9 No Other Prejudicial Conduct

The Chargor shall not do, or permit to be done, anything which could prejudice the Security Assets.

19. Miscellaneous

19.1 Tacking

Each Lender must perform its obligations under the Finance Documents (including any obligation to make available further advances).

19.2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account in the name of the Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

19.3 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

20. Release

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security in full.

21. Governing Law

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

22. Enforcement

22.1 Enforcement Process

The provisions set out in clause 16 (*Enforcement of Transaction Security*) of the Intercreditor Agreement will apply in respect of the enforcement of this Deed as if expressly set out herein and any references therein to a Finance Document shall be construed as a reference to this Deed.

22.2 Waiver of Immunity

The Chargor irrevocably and unconditionally:

- (a) waives and agrees not to claim any immunity from proceedings brought by the Security Agent or any Secured Party against it in relation to this Deed and to ensure that no such right is asserted or claim is made on its behalf;
- (b) consents generally to the giving of any relief or interim relief or the issue of any process in connection with such proceedings; and
- (c) waives and agrees not to claim any right of immunity in respect of it or any of its assets.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Schedule 1

Real Property

Freehold / Leasehold	Description of Real Property	Registered Title No.
Freehold (title absolute)	Land on the South side of South Marsh Road, Stallingborough	HS239444
Leasehold (title absolute)	Land on River Bed and Foreshore of River Humber, Stallingborough	HS239473

Schedule 2

Forms of Letter for Occupational Tenants

To: [Occupational tenant]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [●] between [Chargor]
and [Security Agent] (the “Security Agreement”)**

1. We refer to the lease dated [●] and made between [●] and [●] (the “Lease”).
2. This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first legal mortgage) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the “Security Agent”) all our rights under the Lease.
3. We confirm that:
 - (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
 - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.
4. We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.
5. We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account at [●], Account No. [●], Sort Code [●] or such other account as we may direct.
6. The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.
7. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
8. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the acknowledgement below and returning this letter to White & Case LLP (as solicitors to the Security Agent) at 5 Old Broad Street, London EC2N 1DW, United Kingdom with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[*Chargor*]

Agreed and acknowledged by:

.....

For

[*Occupational tenant*]

Schedule 3

Forms of Letter for Hedge Counterparty

Part 1

Notice to Hedge Counterparty

To: [Hedge Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and [Security Agent] (the “Security Agreement”)**

1. This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the “Security Agent”) all our rights under any hedging agreements between you and us (the “Hedging Agreements”).
2. We irrevocably instruct and authorise you to:
 - (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
 - (b) pay any sum payable by you under the Hedging Agreements to our account at [●], account number [●], sort code [●] or such other account as we may direct.
3. The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.
4. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
5. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
6. Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

Part 2

Acknowledgement of Hedge Counterparty

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and [Security Agent] (the “Security Agreement”)**

1. We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] (the “Notice”) of an assignment upon the terms of the Security Agreement of all the Chargor’s rights under the Hedging Agreements (as defined in the Notice).
2. We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice;
 - (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
 - (c) must pay any amount payable by us under the Hedging Agreements to the Chargor’s account at [●], Sort Code [●], Account No. [●] or to such other account as the Chargor may direct; and
 - (d) after receipt of notice from the Security Agent that the Enforcement Date has occurred, must accept your instructions in relation to the Chargor’s rights under the Hedging Agreements.
3. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Hedge Counterparty]

Schedule 4

Forms of Letter for Insurers

Part 1

Notice to Insurer

To: [Insurer]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and [Security Agent] (the “Security Agreement”)**

1. This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the “Security Agent”) all our rights in respect of [insert details of contract of insurance] (the “Insurance”).
2. We confirm that:
 - (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
 - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).
3. We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).
4. We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.
5. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
7. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[*Chargor*]

Part 2

Acknowledgement of Insurer

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and [Security Agent] (the “Security Agreement”)**

1. We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] (the “Notice”) of a charge on the terms of the Security Agreement of all the Chargor’s rights in respect of [*insert details of the contract of insurance*] (the “Insurance”).
2. We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
 - (b) will give notices and make payments under the Insurance as directed in the Notice.
3. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

Schedule 5

Forms of Letter for Relevant Documents

Part 1

Notice to Counterparty

To: [Contract Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and [Security Agent] (the “Security Agreement”)**

1. This letter constitutes notice to you that under the Security Agreement we have [*assigned absolutely, subject to a proviso for re-assignment on redemption,*]/[*charged by way of a first fixed charge*]¹ to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the “Security Agent”) all our rights in respect of [*insert details of contract*] (the “Contract”).
2. We confirm that:
 - (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
 - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
3. We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.
4. We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.
5. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
7. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [*address*] with a copy to us.

¹ Delete as applicable.

Yours faithfully,

.....

(Authorised signatory)

[*Chargor*]

Part 2

Acknowledgement of Counterparty

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and [Security Agent] (the “Security Agreement”)**

1. We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] (the “Notice”) of [an assignment]/[fixed charge]² on the terms of the Security Agreement of all the Chargor’s rights in respect of [insert details of the contract] (the “Contract”).
2. We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
 - (b) will give notices and make payments under the Contract as directed in the Notice.
3. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Contract counterparty]

² Delete as applicable.

SIGNATORIES TO SHB SECURITY AGREEMENT

CHARGOR

EXECUTED as a deed by **EP SHB LIMITED** acting by



..... Director/Attorney

ANTONIA STOCKTON..... Name



..... Director/Attorney

MARCO WETTEL..... Name

[Signature page to the SHB Security Agreement]

SECURITY AGENT

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



Director

TEYMOUR SAIGOL

Witnessed



Witness

Witness Name:TOM BUSHY.....

Witness Occupation:BANKER.....

Witness Address:

Lloyds Bank plc
10 Gresham Street
London
EC2V 7AE

[Signature page to the SHB Security Agreement]