



Registration of a Charge

Company name: **DC21 LIMITED**

Company number: **06855349**

Received for Electronic Filing: **21/12/2016**



Details of Charge

Date of creation: **14/12/2016**

Charge code: **0685 5349 0005**

Persons entitled: **CLOSE BROTHERS LIMITED**

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: **KIERAN PATRICK OGILVIE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6855349

Charge code: 0685 5349 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2016 and created by DC21 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2016 .

Given at Companies House, Cardiff on 22nd December 2016

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



Companies House



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

I certify that this document is a true copy of the original, and the photograph represents a true likeness of the document owner.

Deed of Assignment dated 14 December 2016
by Schriber, Harper Macleod LLP
20/12/2016

DC21 LIMITED, incorporated in England under the Companies Acts (with registered number 06855349) whose registered office is at Dene House, North Road, Kirkburton, Huddersfield, HD8 0RW (the "Company")

In favour of

CLOSE BROTHERS LIMITED, incorporated in England under the Companies Acts (with registered number 0195626) whose registered office is at 10 Crown Place, London EC2A 4FT (the "Finance Provider")

Background

- (a) The Parties have entered into a finance agreement dated on or around 20 March 2015 pursuant to which the Finance Provider has provided a facility to the Company for purposes of financing a renewable energy equipment subject to and upon the terms set out therein (the "Finance Agreement"), such terms as may be varied, amended, supplemented or replaced from time to time.
- (b) As security for repayment of the Secured Liabilities (as hereinafter defined) the Company has agreed to grant an assignment in security of the Assigned Documents (hereinafter defined).

IT IS AGREED as follows:

1 Interpretation

1.1 Definitions

In this deed:

"Assigned Documents" means the documents listed in Schedule 1 to this deed as the same may be varied, amended, supplemented or replaced from time to time;

"Default Rate" means the interest that is due on overdue payments as set out in the Finance Agreement;

"Event of Default" means the occurrence of any event which entitles the Finance Provider to terminate the Finance Agreement for any reason;

"Party" means a party to this deed;

"Secured Liabilities" means all present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent, whether owed jointly or severally and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Company to the Finance Provider, and in whatever manner and on any account; and

"Security Assets" means the rights of the Company under the Assigned Documents from time to time or, in the case of any right of the Company under an Assigned Document which cannot be secured in the manner envisaged by this deed without the consent of a party to that document, prior to such consent being given, such right.

1.2 Construction

1.2.1 The principles of construction set out in the Finance Agreement (if any) will have effect as if set out in this deed except that references to the Finance Agreement shall be construed as references to this deed.

1.2.2 The term "this Security" means any security created by or pursuant to this deed.

1.2.3 Any reference to an account shall include any sub account of such account.

1.2.4 Unless the context otherwise requires, a reference to a Security Asset includes:

1.2.4.1 any part of that Security Asset;

1.2.4.2 the proceeds of sale of that Security Asset; and

1.2.4.3 any present and future assets of that type.

1.3 Effect as a Deed

It is intended that this document takes effect as a deed notwithstanding the fact that the Company may only execute this document under hand.

2 Creation of Security

2.1 General

2.1.1 All the security created under this deed:

2.1.1.1 is created in favour of the Finance Provider; and

2.1.1.2 is security for the payment of all the Secured Liabilities; and

2.1.2 If the rights of the Company under a deed or document cannot be secured in the manner envisaged by this deed without the consent of a party to that document:

2.1.2.1 the Company shall notify the Finance Provider promptly;

2.1.2.2 this Security shall secure all amounts which the Company may receive, or has received, under or in respect of that document but exclude the document itself; and

2.1.2.3 unless the Finance Provider otherwise requires, the Company shall use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this deed.

2.2 Assigned Documents

2.2.1 The Company assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Assigned Document.

2.2.2 To the extent that the Assigned Documents are not effectively assigned under Sub-Clause 2.2.1 above, the Company charges by way of a first fixed charge of all of its rights referred to in Sub-Clause 2.2.1 above.

3 Undertakings

3.1 Covenant to pay

3.1.1 The Company covenants with the Finance Provider that it shall pay or discharge the Secured Liabilities when due and payable and in the manner provided for in the Finance Agreement and to indemnify the Finance Provider against any losses, costs, charges, expenses and liabilities arising from any breach or failure

to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

- 3.1.2 Any amount not paid hereunder when due shall bear interest at the Default Rate from the due date provided that such interest shall not be in addition to the Default Rate to the extent payable under the Finance Agreement.

3.2 Assigned Documents

The Company shall:

- 3.2.1 immediately after signing this deed send a fully signed principal of this deed to the Finance Provider;
- 3.2.2 immediately after signing this deed send to the Finance Provider, a fully completed and signed notice(s) of assignment, substantially in the form of Part 1 of Schedule 2 (*Form of Notice of Assignment*), for each counterparty to an Assigned Document to enable such notice(s) of assignment to be served by the Finance Provider on behalf of the Company; and
- 3.2.3 use reasonable endeavours to procure that the counterparty acknowledges such notice of assignment referred to in Sub-Clause 3.2.1 above, substantially in the form of Part 2 of Schedule 2 (*Form of Acknowledgment of Assignment*).

4 When security becomes enforceable

4.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

4.2 Enforcement

After this Security has become enforceable, the Finance Provider may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

5 Enforcement of Security

5.1 General

For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

5.2 No liability

The Finance Provider shall be not liable in respect of all or any part of the Security Assets.

5.3 Privileges

The Finance Provider is entitled to all the rights, powers, privileges and immunities conferred by law.

5.4 Protection of third parties

No person (including a purchaser) dealing with the Finance Provider or its or his agents will be concerned to enquire:

5.4.1 whether the Secured Liabilities have become payable;

5.4.2 whether any power which the Finance Provider is purporting to exercise has become exercisable or is being properly exercised; or

5.4.3 how any money paid to the Finance Provider is to be applied.

5.5 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Agreement but at a time when amounts may or will become due, the Finance Provider may pay the proceeds of any recoveries effected by it into a suspense account for so long as the Finance Provider reasonably considers fit (with interest accruing thereon at such rate, if any, as the Finance Provider may determine for the account of the Company) without the Finance Provider having any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities provided that, upon sufficient funds being held by the Finance Provider in any suspense or impersonal account to discharge the Secured Liabilities in full, such funds must be so applied.

6 Application of Proceeds

6.1 Any moneys received by the Finance Provider after this Security has become enforceable shall be applied in the following order of priority:

6.1.1 in or towards payment of or provision for all costs and expenses incurred by the Finance Provider under or in connection with this deed;

6.1.2 in or towards payment of or provision for the Secured Liabilities in whatever manner the Finance Provider sees fit; and

6.1.3 in payment of the surplus (if any) to the Company or other person entitled to it.

6.2 This Clause 6 is subject to the payment of any claims having priority over this Security.

7 Expenses and Indemnity

The Company shall:

7.1 promptly on demand pay all costs, liabilities and expenses (including legal fees and any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise) properly incurred in connection with this deed by the Finance Provider or any receiver, attorney, manager, agent or other person appointed by the Finance Provider under this deed; and

7.2 keep each of the persons referred to in Clause 7.1 above indemnified against any failure or delay in paying those costs or expenses.

8 Delegation

8.1 Power of Attorney

The Finance Provider may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this deed.

8.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Finance Provider may reasonably think fit. No such delegation shall preclude the exercise of such power by the Finance Provider or preclude the Finance Provider from making a subsequent delegation thereof to some other person. Any such delegation may be revoked by the Finance Provider at any time.

8.3 Liability

The Finance Provider will not be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate except to the extent that the same arises as a result of any delegate or sub-delegate's wilful default or gross negligence.

9 Further Assurances

The Company shall, at its own expense, take whatever action the Finance Provider may require (including, without limitation, the execution of charges, mortgages, assignments, transfers, securities and other deeds and/or documents) for:

9.1 creating, perfecting or protecting any security intended to be created by this deed; or

9.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable by the Finance Provider or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

9.3 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Finance Provider or to its nominee; or

- 9.4 the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Finance Provider may think expedient.

10 Power of Attorney

The Company, by way of security, irrevocably and severally appoints the Finance Provider and any of its delegates or sub-delegates to be its attorney until such time as the Security created by this deed is fully discharged to take any action which the Company is obliged but has failed to take under this deed or to enable the attorney to exercise the powers authorities and discretions conferred on it by or pursuant to this deed or by law provided that such power, authority and discretions shall only be exercised on or after the occurrence of any Event of Default and in the event that the Company has failed to comply with any of its obligations under this deed. The Company ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

11 Preservation of Security

11.1 Continuing security

This Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any Intermediate payment or discharge in whole or in part.

11.2 Reinstatement

11.2.1 If any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Company under this deed will continue as if the discharge or arrangement had not occurred.

11.2.2 The Finance Provider may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

11.3 Waiver of defences

Neither the obligations of the Company under this deed nor this Security will be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of those obligations or this Security (whether or not known to the Company). This includes:

11.3.1 any time or waiver granted to, or composition with, any person;

11.3.2 the release of any person under the terms of any composition or arrangement;

- 11.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- 11.3.4 any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security; and
- 11.3.5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person.

11.4 Immediate recourse

The Company waives any right it may have of first requiring the Finance Provider (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 Company under this deed.

11.5 Appropriations

The Finance Provider (or any trustee or agent on its behalf) may at any time during the term of the Finance Agreement without affecting the liability of the Company under this deed:

- 11.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Finance Provider (or any trustee or agent on its behalf) in respect of those amounts; or
- 11.5.2 apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise); and
- 11.5.3 hold in an interest bearing suspense account any moneys received from the Company or on account of the liability of the Company under this deed.

11.6 Non-competition

Unless the Finance Agreement has expired or the Finance Provider otherwise directs, the Company will not, after a claim has been made under this deed or any Security enforced or by virtue of any payment or performance by it under this deed:

- 11.6.1 be subrogated to any rights, security or moneys held, received or receivable by the Finance Provider (or any trustee or agent on its behalf); or
- 11.6.2 be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Company's liability under this deed.

The Company shall hold in trust for and immediately pay or transfer to the Finance Provider any payment or distribution or benefit of security received by it contrary to this Clause 11.6 or in accordance with any directions given by the Finance Provider under this Clause 11.6.

11.7 Additional security

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Finance Provider.

12 Release

12.1 Redemption of Security

At the end of the term of the Finance Agreement but not otherwise, the Finance Provider shall, at the request and cost of the Company, take whatever action is necessary to release the Security Assets from this Security.

12.2 Obligations

Any release or discharge of this Security or of any of the Secured Liabilities shall not release or discharge the Company from any liability to the Finance Provider (whether in its capacity as such or otherwise) which might exist independently of this deed.

12.3 Consolidation

The Finance Provider shall be entitled (so far as it is lawfully able) to consolidate all or any of this Security with any other encumbrance, present or future, created by the Company or in respect of the Secured Liabilities.

13 Miscellaneous

13.1 Security financial collateral arrangement

This deed is a security financial collateral arrangement (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) in respect of the Security Assets.

13.2 Set off and counterclaim

13.2.1 All payments by the Company under this deed shall be made without set off or counterclaim.

13.2.2 The Company agrees that any monies from time to time standing to its credit on any account with the Finance Provider may be retained as cover for and at any time without notice to the Company applied by the Finance Provider in or towards payment or satisfaction of any monies or liabilities now or hereafter from time to time due, owing or incurred by the Company to the Finance

Provider in whatsoever manner whether presently payable or not, whether actually or contingently, whether solely or jointly with any other person and whether as principal or surety.

- 13.2.3 If the Finance Provider exercises any right of set-off in respect of any liability of the Company and that liability or any part of it is in a different currency from any credit balance against which the Finance Provider seeks to set off, the Finance Provider may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by the Finance Provider in connection with that purchase.

13.3 Evidence of debt

A certificate of the Finance Provider specifying the amount of any Secured Liability due from the Company (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Company in the absence of manifest error.

13.4 Amendments

Any term of this deed may only be amended with the prior written agreement of the Parties.

13.5 Dealing in Assigned Documents

The Company undertakes to the Finance Provider that, save as otherwise provided in the Finance Agreement, the Company shall not without the prior consent in writing of the Finance Provider:

- 13.5.1 assign, transfer or otherwise dispose of or create any security over, any of the Security Assets to or in favour of any person other than the Finance Provider;
- 13.5.2 amend, vary or waive (or propose or agree to any amendment, variation or waiver of) any provision of the Assigned Documents, exercise any right to rescind, cancel or terminate any of the Assigned Documents or release any counterparty from any obligations under any of the Assigned Documents;
- 13.5.3 waive, fail or delay to enforce any of its rights under the Assigned Documents or terminate or agree to terminate the Assigned Documents or any of them;
- 13.5.4 take or omit to take any action the taking or omission of which might result in the alteration or impairment of the Assigned Documents or this deed or any of the rights under the Assigned Documents; or
- 13.5.5 novate, transfer or assign any of its rights under the Assigned Documents,

except in any such case as may be permitted by the provisions of the Finance Agreement.

13.6 Waivers and remedies cumulative

The rights of the Finance Provider under this deed:

13.6.1 may be exercised as often as necessary;

13.6.2 are cumulative and not exclusive of its rights under the general law; and

13.6.3 may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

13.7 Severability

If a term of this deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

13.7.1 the legality, validity or enforceability in that jurisdiction of any other term of this deed; or

13.7.2 the legality, validity or enforceability in any other jurisdiction of that or any other term of this deed; and

a substitute provision shall be negotiated by the Parties hereto to preserve as nearly as possible the original intent of this deed.

14 Changes to the parties

14.1 The Company

The Company may not assign or transfer any of its rights or obligations under this deed without the prior written consent of the Finance Provider.

14.2 The Finance Provider

The Finance Provider may assign or otherwise dispose of all or any of its rights under this deed.

15 Notices

15.1 In writing

15.1.1 Any communication in connection with this deed shall be in writing and, unless otherwise stated, may be given in person, by post, email, fax or any form of electronic communication approved by the Finance Provider.

15.1.2 For the purpose of this deed, an email, fax or electronic communication will be treated as being in writing.

15.1.3 Unless it is agreed to the contrary, any consent or agreement required under this deed shall be given in writing.

15.2 Contact details

15.2.1 The contact details of the Company for all notices in connection with this deed are: DC21 Limited, Dene House, North Road, Kirkburton, Huddersfield, HD8 0RW for the attention of Matthew Tidmarsh.

15.2.2 The contact details of the Finance Provider for all notices in connection with this deed are: Close Brothers Asset Finance, Orbital House, 3 Redwood Crescent, East Kilbride, Glasgow, G74 5PA, for the attention of James Waterson.

15.2.3 Any Party may change its contact details by giving five business days notice to the other Party.

15.2.4 Where the Finance Provider nominates a particular department or officer to receive a notice, a notice will not be effective if it fails to specify that department or officer.

15.3 Effectiveness

15.3.1 Except as provided below, any notice in connection with this deed will be deemed to be given as follows:

15.3.1.1 If delivered in person, at the time of delivery;

15.3.1.2 If posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and

15.3.1.3 If properly addressed and sent or supplied by fax, email or electronic communication, one hour after the document or information was sent or supplied.

15.3.2 A communication given under Sub-Clause 15.3.1 above but received on a day other than a business day or after business hours in the place of receipt will only be deemed to be given on the next business day in that place.

16 Rights of third parties

16.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this deed pursuant to the Contracts (Rights of Third Parties Act) 1999.

16.2 The Parties hereto rescind or vary this deed without the consent of the third party to whom an express right to enforce any of its terms has been provided.

17 **Governing Law**

This deed is governed by English law.

18 **Enforcement**

18.1 The English courts have exclusive jurisdiction to settle any dispute in connection with this deed.

18.2 The English courts are the most appropriate and convenient courts to settle any such dispute and the Company waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this deed.

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

Schedule 1

Assigned Documents

Document	Parties
Connection Agreement (offer and acceptance) dated 19 March and 7 July 2015	DC21 Limited and Electricity North West Limited

Schedule 2

Part 1

Form of Notice of Assignment

To: Electricity North West Limited, Energy Solutions, First Floor, Hartington Road, Preston, PR1 8AF

Date:

Dear Sirs

Deed of Assignment dated on or around the date of this letter between DC21 Limited and Close Brothers Limited ("Fixed Charge")

This letter constitutes notice to you that under the Fixed Charge we have assigned to Close Brothers Limited (the "Finance Provider") as security all our rights in respect of a Connection Offer and Acceptance dated 19 March 2015 and 7 July 2015 relating to Hens Head Farm, Kings Highway, Accrington between Electricity North West Limited and DC21 Limited (Ref: Y45178/C) (the "Contract").

We confirm that:

- 1 we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- 2 none of the Finance Provider, 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; and
- 3 the instructions and authorities in this letter are not to be revoked or amended without the prior written consent of the Finance Provider.

Save as referred to in this letter we will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Finance Provider to the contrary certifying that the

Fixed Charge has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices shall be given to, the Finance Provider or as it directs.

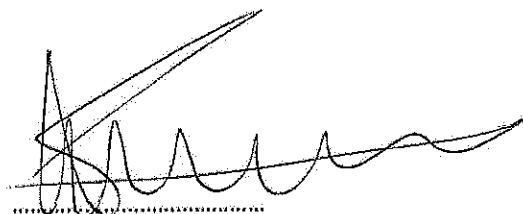
For the purpose of such notices, please send to: Close Brothers Asset Finance, Orbital House, 3 Redwood Crescent, East Kilbride, Glasgow, G74 5PA, for the attention of James Waterson.

Please note that we have agreed that we will not amend or waive any provision of, assign or otherwise dispose of any of our rights under or in respect of or terminate the Contract without the prior consent of the Finance Provider.

This letter is governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Finance Provider's adviser Donna Cooper, Harper Macleod LLP, Clitypoint, 65 Haymarket Terrace, Edinburgh, EH12 5HD.

Yours faithfully

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a dotted line.

(Authorised Signatory)

DC21 Limited

Schedule 2

Part 2

Form of Acknowledgement of Assignment

To: Donna Cooper
Harper MacLeod LLP
Citypoint
65 Haymarket Terrace
Edinburgh
EH12 5HD

Date:

Dear Sirs

Deed of Assignment dated on or around
Close Brothers Limited ("Fixed Charge")

2015 between DC21 Limited and

We confirm receipt from DC21 Limited (the "Company") of a notice dated 2015 of an assignment on the terms of the Fixed Charge of all the Company's rights in respect of a Connection Agreement dated [] relating to [] (the "Contract").

We confirm that we:

- 1 will give notices under the Contract as directed in that notice; and
- 2 have not received notice of the interest of any third party in or to the Contract.

We undertake:

- (a) to disclose to Close Brother's Limited without any reference to or further authority from the Company such Information relating to the Contract as Close Brother's Limited may at any time request;
- (b) to notify Close Brothers Limited of any breach by the Company of the Contract and to allow Close Brothers Limited to remedy that breach; and
- (c) not to amend or waive any provision of or cancel or terminate the Contract on request by the Company without Close Brothers Limited's prior written consent.

This letter is governed by English law.

Yours faithfully

.....
(Authorised Signatory)

Electricity North West Limited

Signatories

Executed as a deed by

DC21 Limited acting by two directors or by a
director and its secretary or by a director
and one witness


Director

Director/Secretary/Witness


Witness

Full Name

Address


Richard Bennett



Form of Notice of Assignment

To: Electricity North West Limited, Energy Solutions, First Floor, Hartington Road,
Preston, PR1 8AF

Date: 14 December 2016

Dear Sirs

Deed of Assignment dated on or around the date of this letter between DC21 Limited and Close Brothers Limited ("Fixed Charge")

This letter constitutes notice to you that under the Fixed Charge we have assigned to Close Brothers Limited (the "Finance Provider") as security all our rights in respect of a Connection Offer and Acceptance dated 19 March 2015 and 7 July 2015 relating to Hens Head Farm, Kings Highway, Accrington between Electricity North West Limited and DC21 Limited (Ref: Y45178/C) (the "Contract").

We confirm that:

- 1 we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- 2 none of the Finance Provider, 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; and
- 3 the instructions and authorities in this letter are not to be revoked or amended without the prior written consent of the Finance Provider.

Save as referred to in this letter we will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Finance Provider to the contrary certifying that the Fixed Charge has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices shall be given to, the Finance Provider or as it directs.

For the purpose of such notices, please send to: Close Brothers Asset Finance, Orbital House, 3 Redwood Crescent, East Kilbride, Glasgow, G74 5PA, for the attention of James Waterson.

Please note that we have agreed that we will not amend or waive any provision of, assign or otherwise dispose of any of our rights under or in respect of or terminate the Contract without the prior consent of the Finance Provider.

This letter is governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Finance Provider's adviser Donna Cooper, Harper Macleod LLP, Citypoint, 65 Haymarket Terrace, Edinburgh, EH12 5HD.

Yours faithfully

KEVIN JOHN DARE

duly authorised for and behalf of
DC21 Limited

Form of Acknowledgement of Assignment

To: Donna Cooper
Harper MacLeod LLP
Citypoint
65 Haymarket Terrace
Edinburgh
EH12 5HD

Date:

Dear Sirs

**Deed of Assignment dated on or around
Close Brothers Limited ("Fixed Charge")**

2016 between DC21 Limited and

We confirm receipt from DC21 Limited (the "Company") of a notice dated 2016 of an assignment on the terms of the Fixed Charge of all the Company's rights in respect of a Connection Agreement dated 19 March and 7 July 2015 relating to Hens Head Farm, Kings Highway, Accrington between Electricity North West Limited and DC21 Limited (the "Contract").

We confirm that we:

- 1 will give notices under the Contract as directed in that notice; and
- 2 have not received notice of the interest of any third party in or to the Contract.

We undertake:

- (a) to disclose to Close Brother's Limited without any reference to or further authority from the Company such information relating to the Contract as Close Brother's Limited may at any time request;
- (b) to notify Close Brothers Limited of any breach by the Company of the Contract and to allow Close Brothers Limited to remedy that breach; and
- (c) not to amend or waive any provision of or cancel or terminate the Contract on request by the Company without Close Brothers Limited's prior written consent.

This letter is governed by English law.

Yours faithfully

.....
(Authorised Signatory)
Electricity North West Limited