

636233/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original**



A4Y2R2E9

A17

07/01/2016

#117

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 5 9 4 6 9 4 6

Company name in full Living Power Limited /

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 6 0 1 2 0 1 6 /

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name / Caterpillar Financial Services (UK) Limited (CRN 02538373)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Walker Morris LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Twm Russen

Company name Walker Morris LLP

Address Kings Court

12 King Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 2 H L

Country United Kingdom

DX DX 12051 Leeds 24

Telephone 0113 399 1826



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5946946

Charge code: 0594 6946 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2016 and created by LIVING POWER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2016

Dx

Given at Companies House, Cardiff on 12th January 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 6 JANUARY 2018 b

nm

LIVING POWER LIMITED (1)

and

CATERPILLAR FINANCIAL SERVICES (UK) LIMITED (2)

CHARGE OVER DEBT SERVICE RESERVE ACCOUNT

WALKER MORRIS LLP
Kings Court
12 King Street
LEEDS
LS1 2HL
Tel 0113 2832500
Fax 0113 2459412
Ref CAT 221-10

WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,
THIS COPY INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL INSTRUMENT
Walker Morris LLP
6.1.16
WALKER MORRIS LLP

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THIS DEED is made on 6 January 2015

BETWEEN.

- (1) **LIVING POWER LIMITED** (company number 5946946) whose registered office is at 2nd Floor, Edgeborough House, Upper Edgeborough Road, Guildford, Surrey GU1 2BJ (the **Borrower** which expression shall include its successors and assigns), and
- (2) **CATERPILLAR FINANCIAL SERVICES (UK) LIMITED** (company number 02538373) whose address for the purpose of this Deed is at the Phoenix Building, Blyth Valley Park, Solihull, West Midlands, B90 8BG (the **Lender** which expression shall include its successors and assigns)

BACKGROUND

The Borrower enters into this Deed to secure the repayment and satisfaction of the Secured Liabilities

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 In this Deed

Account means the account in the name of the Borrower designated the "Debt Service Reserve Account" held by the Account Bank, account number [REDACTED], sort code [REDACTED],

Account Bank means HSBC Bank plc,

Default Rate means the default rate of interest payable under clause 10.3.1 of the Facilities Agreement,

Deposit means the amount standing to the credit of the Account from time to time (including accrued interest) and shall include where the context requires, any portion of such amount,

Event of Default means any Event of Default (under and as defined in the Facilities Agreement) and/or a default or termination event (however described) under any agreement or instrument in respect of indebtedness due from the Borrower to the Lender,

Facilities Agreement means the £4,834,000 term loan facilities agreement dated 9 October 2014 and made between (1) the Borrower, (2) the persons specified therein as 'Original Guarantors' and (3) the Lender, as amended and restated by an amendment and restatement agreement entered into by, amongst others, the Borrower and the Lender, on or about the date of this charge,

Finance Document has the meaning given to that expression in the Facilities Agreement,

Financial Collateral has the meaning given to that expression in the Financial Collateral Regulations,

Financial Collateral Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003,

Receiver includes a receiver (whether or not an administrative receiver), a receiver and manager and a manager,

Secured Liabilities means all monies, obligations and liabilities, covenanted to be paid by the Borrower to the Lender pursuant to Clause 2 of this Deed

Charged Assets means all the rights, title and interests of the Borrower in the Deposit and the Account together with all interest thereon and all rights, benefits and proceeds thereof.

Security Financial Collateral Arrangement has the meaning given to that expression in the Financial Collateral Regulations,

Security has the meaning given to that expression in the Facilities Agreement. and

Security Period means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and that no further Secured Liabilities are capable of arising.

1 2 Unless expressly defined in this Deed, terms defined in the Facilities Agreement shall have the same meaning in this Deed

1 3 In this Deed

1 3 1 Any reference to any assets includes present and future assets and any substitutes thereof, unless the context otherwise requires

- 1 3 2 Any reference to the Account includes any substitutes, renewals, redesignations and renumberings thereof from time to time
- 1 3 3 Any reference, express or implied, to any enactment includes references to any amendment, re-enactment, and/or legislation subordinate to that enactment and/or any permission of whatever kind given under that enactment
- 1 3 4 The headings do not affect its interpretation
- 1 3 5 Any obligation to commit or not to commit any act or thing shall be deemed to include a like obligation to procure or not to permit any such act or thing
- 1 3 6 Any reference to, and the definition of, any document (including this Deed) is a reference to such document as it may be amended, supplemented, modified and replaced (in whole or in part)
- 1 3 7 Any reference to any party or person includes any person deriving title from it or any successor transferred or assignee
- 1 3 8 Any reference to a **person** includes any individual, company corporation, partnership, firm, joint venture, association, organisation, trust, state or state agency (in each case, whether or not having a separate legal personality)
- 1 3 9 Save where the context requires otherwise, words in the singular shall import the plural and vice versa
- 1 3 10 References to Clauses are references to the Clauses of this Deed (unless the context requires otherwise)

2 COVENANT TO PAY

The Borrower covenants with the Lender that it will on demand pay and discharge to the Lender

- 2 1 all monies and liabilities whether principal, interest or otherwise which now are or, at any time hereafter, may become due, owing or incurred to the Lender by the Borrower either alone or jointly with any other person or company arising under or pursuant to the Finance Documents in whatever currency denominated and whether actual or contingent and whether as principal debtor, guarantor, surety or otherwise,

- 2 2 all costs, charges, expenses and other sums whatsoever (including without prejudice to the generality of the foregoing any legal and other professional costs, charges and expenses) on a full and unlimited indemnity basis howsoever incurred or to be incurred by the Lender or by or through any receiver, attorney, delegate, sub-delegate, substitute or agent of the Lender or the Borrower (including without limitation the remuneration of any of them) for any of the purposes referred to in this Deed or otherwise howsoever in relation to the Charged Assets and all other costs, charges and expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation, preparation, completion, protection, realisation, enforcement of or the collection or recovery of any monies from time to time arising under or pursuant to the Finance Documents (or any security collateral or supplemental thereto) or in insuring, inspecting, repairing, maintaining, completing, managing, letting, realising or exercising any other power, authority or discretion in relation to the Charged Assets or otherwise incurred or to be incurred hereunder, and
- 2 3 interest on each of the foregoing calculated day by day from demand until full discharge (as well as before judgment) at the Default Rate and, in respect of the sums specified in Clause 2 1, interest shall accrue and be payable as from the dates on which the same are incurred or become due without the necessity for any demand being made for payment thereof

3 SECURITY

- 3 1 The Borrower, as a continuing security for the payment and discharge of the Secured Liabilities and in the manner specified in Clause 3 2, charges the Charged Assets by way of first fixed charge in favour of the Lender
- 3 2 Every disposition effected by this Deed is made with full title guarantee. The other terms of this Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants
- 3 3 The charge created by Clause 3 1 of this Deed may be enforced at any time (i) in accordance with the provisions of Clause 20 4 (*Debt Service Reserve Account*) of the Facilities Agreement and/or (ii) on or after the occurrence of any Event of Default and whilst any Event of Default is continuing

4 NOTIFICATION OF CHARGE

Immediately upon execution of this Deed the Chargor shall in respect of the Account, deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Lender an acknowledgement, in each case substantially in the respective forms set out in the Schedule to this Deed (*Form of notice to and acknowledgement from Account Bank*), or, in each case, in such other form as the Lender shall agree

5 STATUS OF DEPOSIT

5.1 The provisions of this Clause 5 are without prejudice to the fixed charge over the Charged Assets in Clause 3

5.2 Unless and until all Secured Liabilities have been fully ascertained and fully repaid and discharged and the Borrower shall have no further actual or contingent liability under the Finance Documents the Deposit shall not be repayable (in whole or in part) by the Lender to the Borrower (or any other person) without the prior written consent of the Lender

5.3 Unless and until all Secured Liabilities have been fully ascertained and fully repaid and discharged and the Borrower shall have no further actual or contingent liability under the Finance Documents, the Borrower shall not be entitled to withdraw the Deposit (or any part thereof) without the prior written consent of the Lender

5.4 The Lender may, and is irrevocably authorised, without prior notice to the Borrower at any time or times without restriction to exercise in relation to the Deposit (or any part of it) all rights of consolidation or combination of accounts and to set off the whole or any part of the Deposit (whether or not then matured or payable) against any or all of the Secured Liabilities whether or not the Secured Liabilities shall have become due (and for this purpose the Lender may estimate the amount of the Secured Liabilities and may retain the Deposit or any part of it until the Secured Liabilities shall have been ascertained and thereafter apply the Deposit or any part of it in or towards satisfaction of the Secured Liabilities in such order as the Lender thinks fit)

5.5 The existence of any fixture on the Deposit shall not prejudice the rights of the Lender under this Clause 5 and/or any other provision of this Deed. In particular, the Lender shall not be obliged to delay the exercise of any of its rights over the Deposit until the expiry of any relevant fixture period and, upon such exercise, it may unilaterally terminate such fixture and adjust any interest payable by it accordingly

5 6 If any monies forming part of the Deposit shall be subject to the terms which constitute or would, but for this Clause 5, constitute a time deposit, such monies shall, subject to Clause 5 4, be re-deposited for such periods and on such terms as may be agreed between the Lender and the Borrower and, failing agreement, at the Lender's absolute discretion. All monies so re-deposited shall constitute a Deposit.

6 APPLICATION OF CHARGED ASSETS

All moneys received, collected or realised by the Lender or any Receiver in connection with the enforcement of the charge created by Clause 3 1 shall be applied in or towards discharge of the Secured Liabilities in such order as the Lender sees fit.

7 REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties set out in this Clause 7 to the Lender. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Borrower daily throughout the Security Period with references to the facts and circumstances then existing.

7 1 except pursuant to this Deed, the Borrower is the sole, lawful and beneficial owner of all the Charged Assets free from encumbrances,

7 2 the Borrower has and will at all times have the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed,

7 3 this Deed constitutes the Borrower's legal, valid, binding and enforceable obligations and is an effective and enforceable security over the Charged Assets and every part of them, and

7 4 all necessary authorisations to enable and entitle the Borrower to enter into this Deed have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of the security constituted by this Deed.

8 UNDERTAKINGS

The Borrower shall not, otherwise than

8 1 In favour of the Lender, or

8 2 with the prior written consent of the Lender and in accordance with and subject to any conditions which the Lender may attach to such consent.

create, grant, extend or permit to subsist any Security over the Charged Assets (or any part thereof) or permit or agree to any variation of the rights attaching to the Charged Assets (or any part thereof)

9 APPROPRIATION

To the extent that the Deposit constitutes Financial Collateral and this charge and the Borrower's obligations under it constitute a Security Financial Collateral Arrangement, the Lender shall have the right at any time after this charge has become enforceable, to appropriate all or any part of the Deposit in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of the Deposit appropriated in accordance with this Clause shall be, in the case of cash, the amount of cash appropriated. The Borrower agrees that the method of valuation provided for in this Clause is commercially reasonable for the purposes of the Financial Collateral Regulations.

10 POWER OF ATTORNEY

The Borrower hereby irrevocably appoints each of the Lender and any Receiver appointed by the Lender severally to be the attorney of the Borrower and in the Borrower's name and on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all such documents and things as may be, or as the Lender or any such Receiver may consider to be, requisite for carrying out any obligations imposed on the Borrower under this Deed. The Borrower hereby undertakes to ratify and confirm all things done and documents executed by the Lender or any such Receiver in the exercise of the power of attorney conferred by this Clause.

11 CONSOLIDATION OF SECURITIES

Subsection (1) of Section 93 of the Law of Property Act 1925 shall not apply to this Deed.

12 EFFECTIVENESS OF SECURITY

12.1 The security constituted by this Deed

12.1.1 shall be in addition to and shall be independent of every other security which the Lender may at any time hold for any of the Secured Liabilities,

12.1.2 shall not merge with any prior security held by the Lender over the whole or any part of the Charged Assets, and

12.1.3 shall remain in full force and effect as a continuing security unless and until the Lender discharges it.

12.2 The rights of the Lender under this Deed are in addition to and not in substitution for any other security which the Lender may now or at any time in the future hold for all or any of the Secured Liabilities and may be enforced without the Lender first having recourse to any such security and without taking steps or proceedings against any person

12.3 Nothing contained in this Deed is intended to, or shall operate so as to, prejudice or affect any bill, note, guarantee, mortgage, debenture, pledge, charge or other security of any kind whatsoever which the Lender may have for the Secured Liabilities or any of them or any right, remedy or privilege of the Lender thereunder

13 REMEDIES, TIME OR INDULGENCE

13.1 The rights, powers and remedies provided by this Deed are cumulative and are not, nor are they to be construed as, exclusive of any powers and remedies provided by law

13.2 No failure on the part of the Lender to exercise, or delay on the part of the Lender in exercising any of the rights, powers and remedies provided by this Deed or by law shall operate as a waiver thereof, nor shall any single or partial waiver preclude any further or other exercise of any such rights, powers and remedies

14 PROVISIONS SEVERABLE

Each of the provisions contained in this Deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, the validity, legality and enforceability of each of the remaining provisions of this Deed under the laws of any jurisdiction shall not in any way be affected, prejudiced or impaired thereby

15 NOTICES

All notices or other communications under or in connection with this Deed shall be given in accordance with Clause 28 of the Facilities Agreement

16 FURTHER ASSURANCE

The Borrower shall, at its own expense, take whatever action (including, without limitation, payment of all stamp duties and other registration fees) the Lender may require for

16.1 perfecting or protecting the security intended to be created by this Deed over the Charged Assets (or any part thereof), and

16 2 facilitating the realisation of the Charged Assets (or any part thereof) or the exercise of any right, power or discretion exercisable by the Lender or any of its delegates or sub-delegates in respect of the Charged Assets (or any part thereof), including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient

17 NOTICE OF SECOND CHARGE

If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent assignment, charge or other interest affecting any interest in the Charged Assets or any part thereof, the Lender may open a new account with the Borrower. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security.

18 SUSPENSE ACCOUNT

All monies received, recovered or realised by the Lender in the exercise of any powers conferred by this Deed may, in the Lender's discretion, be credited by it to any suspense or impersonal account and may be held in such account so long as the Lender thinks fit pending the application from time to time of such monies (and any interest thereon) in or towards the discharge of the Secured Liabilities.

19 CERTIFICATE

The certificate of the Lender as to any amount claimed under this Deed shall be conclusive evidence of the amount due in the absence of manifest error.

20 RELEASE

Upon the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Assets from the security constituted by this Deed.

21 COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same document and either party may enter into this Deed by executing a counterpart

22 ASSIGNMENT

The Lender shall have a full and unfettered right to assign or transfer all or any of its rights under this Deed

23 GOVERNING LAW AND JURISDICTION

This Deed, including any non-contractual obligations arising out of or in connection with it, is governed by English law, and the parties hereby submit to the non-exclusive jurisdiction of the Supreme Court of England

24 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Deed or any part of this Deed which is permitted in accordance with its terms)

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE

FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To [Name and address of Account Bank]

Dated [] 20[]

Dear Sirs

Re:	Account Holder: [] (the "Chargor")
	Account No: [] (the "Debt Service Reserve Account")
	Account Branch: []

1 We give notice that, by a charge dated [] 20[] (the "Charge over Debt Service Reserve Account"), we have charged to [] (the "Lender") all our present and future right, title and interest in and to

(a) the Debt Service Reserve Account (as defined in this letter), all monies from time to time standing to the credit of the Debt Service Reserve Account and all additions to or renewals or replacements thereof (in whatever currency),

and to all interest from time to time accrued or accruing on the Debt Service Reserve Account, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you

2 We advise you that, under the terms of the Charge over Debt Service Reserve Account, we are not entitled to withdraw any monies from the Debt Service Reserve Account without first having obtained the written consent of the Lender

3 We irrevocably authorise and instruct you from time to time unless the Lender so authorises you in writing not to permit withdrawals from the Debt Service Reserve Account

4 We further hereby irrevocably authorise and instruct you from time to time

(a) to hold all monies from time to time standing to the credit of the Debt Service Reserve Account to the order of the Lender,

(b) to pay all or any part of the monies standing to the credit of the Debt Service Reserve Account to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect

- (c) to disclose to the Lender such information relating to us and the Debt Service Reserve Account as the Lender may from time to time request you to provide, and
 - (d) to refuse any request to withdraw monies from the Debt Service Reserve Account unless such request has the prior and specific written consent of the Lender
- 5 We agree that you are not bound to enquire whether the right of the Lender to withdraw any monies from the Debt Service Reserve Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Lender
- 6 This notice may only be revoked or amended with the prior written consent of the Lender
- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice,
 - (b) you have not, at the date this notice is returned to the Lender, received notice of any assignment or charge of or claim to the monies standing to the credit of the Debt Service Reserve Account or the grant of any security or other interest over those monies or the Debt Service Reserve Account in favour of any third party and you will notify the Lender promptly if you should do so in the future and
 - (c) you do not at the date of this notice and will not in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Debt Service Reserve Account
- 8 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of

[NAME OF CHARGOR]

[On copy]

To **CATERPILLAR FINANCIAL SERVICES (UK) LIMITED**
as Lender
[ADDRESS]

Copy to [NAME OF CHARGOR]

We acknowledge receipt of the above notice We confirm and agree

- (a) that the matters referred to in it do not conflict with the terms which apply to the Debt Service Reserve Account, and
- (b) the matters set out in paragraph 7 of the above notice

for and on behalf of
[NAME OF ACCOUNT BANK]

Dated [] 20[]

EXECUTED AS A DEED

by LIVING POWER LIMITED

acting by a director

In the presence of a witness

) [Redacted]
) [Redacted]

) Director

)

Witness Signature

[Redacted Signature]

Witness Name

John J. Johnson

Witness Occupation

Secretary

Witness Address

[Redacted Address]
[Redacted Address]
[Redacted Address]

EXECUTED AS A DEED)

By _____)

Signature

as attorney for)

CATERPILLAR FINANCIAL)

SERVICES (UK) LIMITED)

under a power or attorney dated _____)

in the presence of)

Witness Signature _____

Witness Name _____

Witness Occupation _____

Witness Address _____
