

DATED

2016

BOND INSTRUMENT

constituting

UP TO £10,000,000 5% FIXED RATE UNSECURED BONDS 2024

in

THRIVE RENEWABLES PLC

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THIS DEED is dated
between:

2016 and made by and

- (1) **THRIVE RENEWABLES PLC** incorporated and registered in England and Wales with company number 02978651 whose registered office is at Deanery Road, Bristol, BS1 5AS (**Company**) and
- (2) **ABUNDANCE INVESTMENT LIMITED** a private company limited by shares incorporated and registered in England with company number 07049166 whose registered office is at 16 Linen House, 253 Kilburn Lane, London W10 4BQ (**Facilitator**).

BACKGROUND

- (A) The Company has, by resolution of its board of directors passed on _____ 2016, resolved to create up to a maximum nominal amount of £10,000,000 5% Fixed Rate Unsecured Bonds 2024 of £0.01 each, to be constituted in the manner set out below.
- (B) The Facilitator has agreed to provide the Facilitation Service to the Bondholders (as described in clause 14 and Schedule 5).

TERMS of BOND INSTRUMENT

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this instrument.

Bondholder: each person for the time being entered in the Register as a holder of any Bonds.

Bonds: up to £10,000,000 5% Fixed Rate Unsecured Bonds 2024 of £0.01 each constituted by this instrument or, as the case may be, the amount of such bonds for the time being issued and outstanding.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Certificated Bond: shall have the meaning given in clause 8.1.

Conditions: the conditions set out in Schedule 2 as from time to time amended and **Condition** shall be construed accordingly.

Debt Finance: an obligation on the Company or any of its subsidiaries to pay or repay money, present or future, in respect of any money borrowed or raised.

Default Interest Rate: 8% per annum.

Directors: the board of directors of the Company for the time being.

Eligibility Criteria: shall have the meaning given in paragraph 1 of Schedule 5.

E-procedures: such electronic and screen-based systems and procedures in relation to Uncertificated Bonds as may be notified in writing to those Bondholders

holding Uncertificated Bonds from time to time by the Company, the Facilitator and/or the Registrar (whether using the Facilitator's Website or otherwise).

Event of Default: any of those events specified in clause 11.

Facilitation Service: the service to be provided by the Facilitator to the Bondholders described in clause 14.

Facilitator's Terms: the general terms and conditions of the Facilitator, as set out from time to time on the Facilitator's Website.

Facilitator's Website: the website operated by the Facilitator at www.abundanceinvestment.com (or such other website as the Facilitator may notify Bondholders of from time to time).

Gearing: the ratio of Total Debt to the aggregate of Total Debt plus Net Assets.

Group: means the Company and any of its subsidiary undertakings.

Interest Rate: 5% per annum.

Issue Date: the relevant date of issue of a Bond evidenced as follows:

- in relation to Certified Bonds, on the face of the Certificate;
- in relation to the Uncertificated Bonds, the date of issue confirmed to the Bondholder using E-procedures or in the absence of such a confirmation, the date entered into the Register.

Net Assets: the net assets of the Company and its subsidiaries as shown in the latest consolidated audited accounts of the Company from time to time.

Ordinary Resolution: a resolution passed at a meeting of the Bondholders duly convened and held in accordance with the provisions of this instrument and carried by a majority consisting of more than 50% of the persons voting at such meeting on a show of hands or, if a poll is demanded, by a majority consisting of more than 50% of the votes given on such poll.

Register: the register of Bondholders kept and maintained by or on behalf of the Company in accordance with clause 10.

Registrar: the registrar for the Bonds as appointed by the Company from time to time, being (as at the date of this deed) Abundance Investment Limited incorporated and registered in England and Wales with company number 07049166 whose registered office is at 16 Linen House, 253 Kilburn Lane, London W10 4BQ and provided that if at any time the Company has not appointed a registrar for the Bonds, references to the 'Registrar' shall be deemed to refer to the Company.

Repayment Date: 31 March 2024.

Special Resolution: a resolution passed at a meeting of the Bondholders duly convened and held in accordance with the provisions of this instrument and carried by a majority consisting of not less than 75% of the persons voting at such meeting

on a show of hands or, if a poll is demanded, by a majority consisting of not less than 75% of the votes given on such poll.

Total Debt: the aggregate of the then-outstanding principal amount of the Bonds together with all amounts of Debt Finance then outstanding.

Uncertificated Bond: shall have the meaning given in clause 8.1.

1.2 Any reference in this instrument to:

1.2.1 the **assets** of any person shall be construed as a reference to all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital;

1.2.2 an **encumbrance** shall be construed as a reference to a mortgage, charge, assignment, pledge, lien (save as arising in the ordinary course of business), hypothecation, right of set-off (save as arising under the general law for the protection of certain classes of creditors) or trust arrangement for the purpose of and having a similar effect to the granting of security, or other security interest of any kind;

1.2.3 this **instrument** or to any other instrument, agreement or document shall, unless the context otherwise requires, be construed as reference to this instrument or such other instrument, agreement or document as the same may from time to time be amended, varied, supplemented or novated, in each case, in accordance with its terms;

1.2.4 a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month save that, where any such period would otherwise end on a day that is not a Business Day, it shall end on the next Business Day, unless that day falls in the calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the preceding Business Day provided that, if a period starts on the last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that later month;

1.2.5 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.6 **repayment** includes redemption and vice versa and the words **repay**, **redeem**, **repayable**, **redeemed** and **repaid** shall be construed accordingly;

1.2.7 a reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in the Companies Act 2006;

1.2.8 **tax** shall be construed so as to include any present and future tax, levy, impost, deduction, withholding, duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

- 1.2.9 the **winding-up, dissolution or administration** of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or of any jurisdiction in which such person carries on business; and
- 1.2.10 **£** denotes the lawful currency of the United Kingdom.
- 1.3 References to any statute or statutory provision:
- 1.3.1 shall be construed as a reference to it as it is in force as at the date of this instrument; and
- 1.3.2 shall include all subordinate legislation made as at the date of this instrument under that statute or statutory provision.
- 1.4 In construing this instrument general words introduced by the word **other** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words followed by the word **including** shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 1.5 All the provisions of this instrument are severable and distinct from one another and the illegality, invalidity or unenforceability of any provision of this instrument under the law of any jurisdiction shall not affect its validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 1.6 References to the **Bonds** include references to all and/or any of the Bonds and, for this purpose, no distinction shall be made between Uncertificated Bonds and Certificated Bonds.
- 1.7 Clause, Schedule and paragraph headings shall not affect the interpretation of this instrument.
- 1.8 References to clauses and Schedules are to the clauses of and Schedules to this instrument and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 The Schedules (including, for avoidance of doubt, the Conditions) form part of this instrument and shall have effect as if set out in full in the body of this instrument. Any reference to this instrument includes the Schedules.
- 1.10 Any reference to **writing** or **written** includes email.

2 **AMOUNT OF BONDS**

The principal amount of the Bonds is limited to £10,000,000.

3 **DESCRIPTION OF BONDS**

The Bonds shall be known as 5% Fixed Rate Unsecured Bonds 2024 of £0.01 each and shall be issued in integral multiples of £0.01 by the Company (subject to an initial minimum subscription per Bondholder of £5.00 in respect of online applications and £250.00 in respect of paper applications).

4 **STATUS OF BONDS**

The Bonds when issued shall rank pari passu equally and rateably without discrimination or preference among themselves and as an unsecured obligation of the Company.

5 **REPAYMENT OF BONDS**

5.1 When the Bonds become payable in accordance with the provisions of this instrument, the Company shall pay to the Bondholders the full principal amount of the Bonds to be repaid together with any accrued interest on such Bonds (less any tax which the Company is required by law to deduct or withhold from such payment) up to and including the date of payment.

5.2 All payments under this instrument, whether of principal, interest or otherwise, shall be made by the Company to the Bondholders entitled to such payments as provided in paragraph 6 of Schedule 3.

5.3 Where any payment to a Bondholder, whether of principal, interest or otherwise, is due in accordance with the terms of this instrument on a day that is not a Business Day, payment shall take place on the next succeeding Business Day. If that next succeeding Business Day is in the month following the month in which payment would otherwise be made, payment shall take place on the immediately preceding Business Day.

6 **INTEREST ON BONDS**

Until the Bonds are repaid in accordance with the provisions of this instrument, interest shall accrue and be paid on the principal amount of the Bonds which are outstanding at the rate and in the manner set out in the Conditions.

7 **FINANCIAL COVENANT**

The Company undertakes that, until the Repayment Date, it shall comply and it shall procure that each member of the Group complies with the financial covenants set out in Condition 6.

8 **FORM OF BONDS**

8.1 The Company may issue bonds in a paper-based, certificated form (each a '**Certificated Bond**') or in electronic, uncertificated form (each an '**Uncertificated Bond**')

8.2 The form of Bonds first issued to each Bondholder shall be in accordance with an election made for that purpose by the Bondholder in its application to subscribe for the relevant Bonds.

8.3 Certificated Form of Bond

8.3.1 Each certificate for Certificated Bonds shall:

8.3.1.1 bear a denoting number;

8.3.1.2 be issued to a Bondholder in the form (or substantially in the

form) set out in Schedule 1; and

8.3.1.3 have the Conditions endorsed on or attached to it.

8.3.2 Each Bondholder shall be entitled to receive without charge one certificate for the Certificated Bonds registered in his name.

8.3.3 When a Bondholder transfers or redeems part only of his Certificated Bonds, other than as a result of repayments of capital in accordance with the Conditions, the old certificate shall be cancelled and a new certificate for the balance of such Bonds shall be issued without charge.

8.4 Uncertificated Form of Bond

8.4.1 Uncertificated Bonds and associated accounts shall be operated by the Company, the Registrar, the Facilitator and/or such other person as the Company may nominate in accordance with the E-procedures.

8.4.2 The Company shall issue (or shall procure that the Facilitator, the Registrar or another person shall issue) an electronic confirmation of the registered holding of Bonds to each Bondholder who has elected to receive Uncertificated Bonds, as soon as practicable following subscription and upon any change in such holding, in accordance with the E-procedures.

8.4.3 To the extent not replicated electronically through the E-procedures, the holders of Uncertificated Bonds shall be deemed to benefit from the terms of the form of bond instrument set out in Schedule 1 as if such holders had received a Certificated Bond.

9 **SWITCH BETWEEN CERTIFICATED AND UNCERTIFICATED FORM OF BONDS**

9.1 The Company may (but shall not be obliged to) put in place or procure such arrangements as it sees fit in order to enable Bondholders to switch from Uncertificated Bonds to Certificated Bonds and vice versa.

9.2 Any right to switch between Uncertificated and Certificated Bonds and the procedures for switching shall be at the discretion of the Company or its nominee for this purpose.

10 **REGISTER**

10.1 The Registrar shall, at all times, keep a Register at its registered office (or at such other place as the Company may from time to time have appointed for the purpose and have notified to the Bondholders).

10.2 The Registrar shall not be bound to register more than one person as the holder of any Bonds.

10.3 The Register shall contain the following details:

10.3.1 the names and addresses of the Bondholders for the time being;

10.3.2 the principal amount of the Bonds held by each Bondholder;

10.3.3 the date at which the name of each Bondholder is entered in respect of the

Bonds registered in his name;

10.3.4 the date of issue of each Bond; and

10.3.5 all transfers and changes of ownership of the Bonds.

10.4 Any change of name or address or other details by any Bondholder shall be notified to the Company or any registrar appointed by the Company in accordance with such policy as is notified to the Bondholders from time to time.

10.5 Any Bondholder may make a request in writing to the Company to inspect, and take copies of, the Register. The request shall include:

10.5.1 in the case of an individual, their name and address;

10.5.2 in the case of an organisation, the name and address of an individual responsible for making the request on its behalf;

10.5.3 the purpose for which the information is to be used; and

10.5.4 whether the information will be disclosed to any other person, and, if so:

10.5.4.1 where that person is an individual, their name and address;

10.5.4.2 where that person is an organisation, the name and address of an individual responsible for receiving the information on its behalf; and

10.5.4.3 the purpose for which that information is to be used by that person.

10.6 The Company may, at its absolute discretion, reject any request by a Bondholder under paragraph 10.5 above. If the Company, at its absolute discretion, grants the Bondholder the opportunity to inspect and take copies of the Register, it shall be at reasonable times during office hours and on reasonable notice.

11 **DEFAULT**

11.1 The following are Events of Default:

11.1.1 **Non-payment:** save as set out in clause 11.2 below, the Company fails to pay any principal or interest on any of the Bonds within 10 Business Days after the due date for payment thereof.

11.1.2 **Insolvency:** the Company is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts (as defined in section 123 of the Insolvency Act 1986) and such position has not been remedied within 10 Business Days of the date of the Company first becoming unable to pay its debts.

11.1.3 **Winding-up:** the Company takes any corporate action or other steps are taken or legal or other proceedings are started for its winding-up, dissolution or re-organisation (other than for the purposes of a members' voluntary liquidation, or a bona fide, solvent scheme of reconstruction or amalgamation) or for the appointment of a receiver, administrator,

administrative receiver, liquidator, trustee or similar officer of it or of any or all of its assets.

11.1.4 **Analogous proceedings:** anything analogous to or having a substantially similar effect to any of the events specified in clause 11.1.2 to clause 11.1.3 inclusive occurs under the laws of any applicable jurisdiction.

11.1.5 **Cessation of business:** the Company ceases to carry on its business.

11.1.6 **Illegality:** it is or becomes or will become unlawful for the Company to perform or comply with any of its obligations under this instrument, or any such obligation is not or ceases to be legal, valid and binding.

11.2 No Event of Default shall occur under clause 11.1.1 where the failure to make the payment is caused solely by an administrative error affecting a minority of the Bondholders where such administrative error has been remedied within 10 Business Days of first receipt by the Company of notice from a Bondholder of that administrative error.

12 **ACCELERATION**

If, at any time and for any reason, any Event of Default has occurred, the Bondholders may by Special Resolution or by written notice to the Company from Bondholders holding equal to or more than 75% in nominal value of the Bonds then issued and outstanding, at any time while such Event of Default remains unremedied and has not been waived by a Special Resolution, direct that the principal amount of all Bonds, all unpaid accrued interest and any other sum then payable on such Bonds shall become due and payable immediately. If the Bondholders give such a direction under this clause, then the principal amount of all Bonds, all unpaid accrued interest and any other sum then payable on such Bonds (in each case less any applicable taxes) shall be immediately due and payable by the Company and the Company shall immediately pay or repay such amounts to the Bondholders.

13 **NO SET-OFF**

Payments of principal and interest under this instrument shall be paid by the Company to the Bondholders, and the Bonds shall be transferable in accordance with the provisions of Schedule 3, without any deduction or withholding (whether in respect of any set-off, counterclaim or otherwise whatsoever) unless the deduction or withholding is required by law.

14 **FACILITATION SERVICE**

14.1 The Facilitator shall provide the service to the Bondholders specified in, and on the terms and conditions contained in, Schedule 5.

14.2 The Company shall procure that two of its directors provide a certificate of the type referred to in paragraph 3(N) of Schedule 5 to the Facilitator promptly upon request.

14.3 The Company shall deliver to the Facilitator:

14.3.1 within 6 months after the end of each of the Company's financial years, (i) if the Company must or does file audited accounts, its audited accounts including a directors' report, and (ii) if the Company need not and does not

file audited accounts, its accounts certified as true and correct by a firm of chartered or certified accountants;

14.3.2 promptly, all notices or other documents dispatched by the Company to its shareholders (or any class of them) or to its creditors generally; and

14.3.3 promptly such financial or other information as the Facilitator may, from time to time, reasonably request relating to the business, financial and operational performance of the Company.

15 MEETINGS OF BONDHOLDERS

The provisions for meetings of the Bondholders set out in Schedule 4 shall be deemed to be incorporated in this instrument and shall be binding on the Company and the Bondholders and on all persons claiming through or under them respectively.

16 ENFORCEMENT

16.1 From and after the date of this instrument and so long as any amount is payable by the Company in respect of the Bonds, the Company undertakes that it shall duly perform and observe the obligations on its part contained in this instrument.

16.2 The Bonds shall be held subject to and with the benefit of the provisions of this instrument, the Conditions and the schedules (all of which shall be deemed to be incorporated in this instrument). All such provisions shall be binding on the Company, the Bondholders and the Facilitator and all persons claiming through or under them respectively, and shall endure for the benefit of all Bondholders.

16.3 Except as expressly provided in clause 16.4, or in Schedule 5 a person who is not a party to this instrument shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this instrument.

16.4 This instrument and the Bonds are enforceable under the Contracts (Rights of Third Parties) Act 1999 by each Bondholder and by any officer, employee or agent of the Facilitator as described in paragraph 4 of Schedule 5.

17 MODIFICATION

The provisions of this instrument and the Conditions and the rights of the Bondholders may from time to time be modified, abrogated or compromised in any respect (including in any manner set out in paragraph 16.1 of Schedule 4) with the sanction of a Special Resolution and with the consent of the Company and the Facilitator.

18 GOVERNING LAW AND JURISDICTION

18.1 This instrument and the Bonds and any dispute or claim arising out of or in connection with any of them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

18.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this instrument or any Bond or their subject matter or formation (including non-contractual disputes or claims).

This instrument has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE 1
FORM OF BOND CERTIFICATE**

Certificate No. [NUMBER]

Date of Issue [DATE]

Amount £[AMOUNT]

THRIVE RENEWABLES PLC

**£10,000,000 5% FIXED RATE
UNSECURED BONDS 2024**

Created and issued pursuant to a resolution of the board of directors of the Company passed on [●] 2016.

THIS IS TO CERTIFY THAT [NAME OF BONDHOLDER] is the registered holder of £[AMOUNT] (subject to repayment or prepayment in accordance with the Conditions) of the £10,000,000 5% fixed rate unsecured bonds 2024 constituted by an instrument entered into by the Company on _____ 2016 (**Instrument**). Such Bonds are issued with the benefit of and subject to the provisions contained in the Instrument and the Conditions endorsed hereon.

- 1 The Bonds are repayable in accordance with Condition 1.
- 2 This Certificate must be surrendered before any transfer, whether of the whole or any part of the Bonds comprised in it, can be registered or any new certificate issued in exchange.
- 3 Any change of address of the Bondholder(s) must be notified in writing signed by the Bondholder(s) to (i) the Company at its registered office address from time to time and (ii) the Facilitator (as defined in the instrument) at its registered office (or such other address notified by the Company or the Facilitator to the Bondholder from time to time).
- 4 The Bonds are transferable in amounts and in integral multiples of £0.01 in accordance with the terms of the Conditions and the Instrument.
- 5 Words and expressions defined in the Instrument shall bear the same meaning in this Certificate and in the Conditions endorsed hereon.
- 6 The Bonds and any dispute or claim arising out of or in connection with any of them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.
- 7 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Bonds or their subject matter or formation (including non-contractual disputes or claims).
- 8 A copy of the Instrument is available for inspection at the registered office of the Company.

Signed by a director for an on behalf of
Thrive Renewables PLC Limited

Director

Dated: [●] 2016

SCHEDULE 2 THE CONDITIONS

1 REPAYMENT

- 1.1 On the Repayment Date, the Company shall redeem the principal amount of the Bonds. Any redemption of the Bonds under this Condition 1 shall be made, together with accrued and unpaid interest (less any tax required by law to be deducted or withheld from such payment) accrued on the relevant Bonds up to (and including) the date of such repayment by the Company.

2 VOLUNTARY EARLY REPAYMENT

- 2.1 The Company at its absolute discretion, may at any time after 31 March 2022 repay the principal amount of all Bonds, together with all unpaid interest on the Bonds to be redeemed.

- 2.2 If a Bondholder dies, the Company:

2.2.1 shall be obliged on written request in respect of Bonds held by a Bondholder with principal of up to £100,000 outstanding; and

2.2.2 at its absolute discretion, may in respect of Bonds held by a Bondholder with principal of £100,000 or more outstanding,

to repay the principal amount of all (or in relation to Condition 2.2.2 above) or a portion of any Bonds, together with all unpaid interest on the Bonds to be redeemed.

3 CANCELLATION

- 3.1 All Bonds repaid, prepaid or purchased by the Company shall be cancelled and the Company shall not reissue the same.

4 PAYMENT OF INTEREST

- 4.1 Until the Bonds are repaid in accordance with these Conditions, interest on the principal amount of the Bonds outstanding from time to time shall accrue at the Interest Rate payable from the Issue Date until 31 March 2017 and thereafter annually on 31 March in each calendar year.

- 4.2 The Company shall pay accrued interest in cash, in arrear to the persons who were registered as Bondholders at the close of business on the relevant interest payment date referred to in these Conditions.

- 4.3 Interest shall be calculated on the basis of the actual number of days elapsed in the relevant period and a 365 day year.

- 4.4 If the Company fails to pay any amount of interest or principal on any Bond when such amount is due, interest shall accrue at the Default Interest Rate on the unpaid amount from the due date until the date of payment.

- 4.5 If an Event of Default occurs, interest shall accrue at the Default Interest Rate on the principal amounts of the Bonds outstanding from the date that the Event of Default occurs until the earliest of

- 4.5.1 the date that the Event of Default is remedied;
 - 4.5.2 the date on which the Event of Default is waived by a Special Resolution;
and
 - 4.5.3 the date that the Bonds are repaid in full.
- 4.6 If a breach of the Gearing Covenant is confirmed in accordance with Condition 6 below, then interest at the Default Interest Rate shall accrue from the date upon which the Gearing Covenant is confirmed as having been breached (or, if earlier, such date as may be stated in such confirmation as being the date on which the breach first occurred) and shall continue to accrue until the date upon which the Company is no longer in breach of the Gearing Covenant as determined in accordance with the provisions of Condition 6 below.
- 4.7 Interest on any Bonds repaid by the Company in accordance with these Conditions shall cease to accrue as from the date of such repayment.

5 **NOTICES**

- 5.1 Any Bondholder described in the Register as being at an address outside the United Kingdom but who shall from time to time give to the Company an address within the United Kingdom at which any notice may be served upon him shall be entitled to have notice served on him at such address. Save as otherwise provided in this Condition 5, no Bondholder other than a Bondholder described in the Register as being at an address within the United Kingdom shall be entitled to receive any notice.

6 **GEARING COVENANT**

- 6.1 The Company shall ensure that on 31 December in each calendar year until the Repayment Date, Gearing shall not be greater than 70%.
- 6.2 The Gearing Covenant shall be tested on an annual basis, and the Company shall record in writing the outcome of each such test, certified by one or more directors of the Company.
- 6.3 The Gearing Covenant shall be provisionally tested by reference to the latest unaudited, consolidated management accounts before 1 March in the calendar year immediately succeeding the date on which Gearing is to be tested.
- 6.4 If any such provisional test indicates that the Company may be in default or breach of the Gearing Covenant then:
- 6.4.1 the Company shall as soon as practicable issue a notice of such potential breach or default to the Bondholders; and
 - 6.4.2 the breach of the Gearing Covenant shall be tested and confirmed (or otherwise) by reference to the consolidated, audited financial statements for the relevant period as soon as is reasonably practicable following the approval of the relevant audited financial statements.
- 6.5 If the Company is not in default or breach of the Gearing Covenant, the Bondholders shall not receive any notification from the Company.

- 6.6 Where the provisional test has indicated that the Company may be in default or breach of the Gearing Covenant then once the audited accounts have been approved, the Company shall as soon as is practicable issue a notice confirming whether or not there has been a breach of the Gearing Covenant.
- 6.7 Where the provisional test indicated that the Company is not in default or breach of the Gearing Covenant but the audited accounts subsequently confirm that there has been a breach of the Gearing Covenant then the Company shall as soon as is practicable issue a notice confirming that there has been a breach of the Gearing Covenant.
- 6.8 If the Company confirms by reference to the audited accounts that there has been a breach of the Gearing Covenant the Bondholders (acting by Special Resolution) shall be entitled, in addition to any other rights they may have under this agreement, to make such investigations and obtain such legal, accountancy and/or valuation reports as they deem appropriate at the cost of the Company. The Company shall provide all assistance required in connection with such investigations and reports.
- 6.9 The calculation of the Gearing Covenant shall be carried out in accordance with the accounting principles and policies applied in the most recent audited financial statements and/or unaudited management accounts to which they refer.
- 6.10 If there is any dispute as to any computation under this Condition 6, or as to the interpretation of any of the definitions applicable to the Gearing Covenant, the decision of the Company shall, in the absence of manifest error, be conclusive and binding on the Bondholders.

7 INFORMATION

- 7.1 The Company shall send to Bondholders in each year until the Repayment Date a copy of the Group's annual report, within 9 months after the end of the Company's financial year. The report shall contain or be supplemented by details of any project(s) financed through the proceeds of the Bonds. The report may be circulated by the Facilitator.

SCHEDULE 3
PROVISIONS AS TO REGISTRATION, TRANSFER AND OTHER MATTERS

1 RECOGNITION OF BONDHOLDER AS ABSOLUTE OWNER

1.1 The Company shall recognise as absolute owner the registered holder of any Bonds. The Company shall not (except as ordered by a court of competent jurisdiction) be bound to take notice or see to the execution of any trust (whether express, implied or constructive) to which any Bonds may be subject. The receipt of the registered holder for the time being of any Bonds or, in the case of joint registered holders, the receipt of any of them, for the principal payable in respect of such Bonds and for the interest from time to time accruing due in respect of such Bonds or for any other moneys payable in respect of such Bonds shall be a good discharge to the Company notwithstanding any notice it may have (whether express or otherwise) of the right, title, interest or claim of any other person to or in such Bonds, interest or moneys. The Company shall not be bound to enter any notice of any express, implied or constructive trust on the Register in respect of any Bonds.

2 TRANSFERABILITY OF BONDS

2.1 Certificated Bonds

2.1.1 Certificated Bonds are transferable by instrument in writing in the usual common form (or in such other form as the Directors of the Company may approve) in amounts and multiples of £0.01. There shall not be included in any instrument of transfer any Bonds other than the Bonds constituted by this instrument.

2.1.2 Every instrument of transfer of a Certificated Bond shall be duly signed by or on behalf of the transferor and the transferor shall be deemed to remain the owner of the Bonds to be transferred until the transferee's name is entered in the Register in respect of such Bonds.

2.1.3 Every instrument of transfer of a Certificated Bond shall be left for registration at the address where the Register is maintained for the time (as referred to in clause 10.1 of this instrument) accompanied by the Certificate(s) for the Bonds to be transferred, together with such other evidence as the Directors or other officers or agents of the Company authorised to deal with the transfers may require to prove the title of the transferor or his right to transfer the Bonds and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so. All instruments of transfer which are registered shall be retained by or on behalf of the Company.

2.2 Uncertificated Bonds

2.2.1 The Company shall put in place (or shall procure that there are put in place) such processes for the transfer and registration of the transfer of Uncertificated Bonds as it sees fit. The process for the transfer of Uncertificated Bonds shall be notified to the Bondholders in writing which may include notification via the Facilitator's Terms.

3 NO FEES FOR REGISTRATION OF TRANSFERS

- 3.1 No fee shall be charged by the Company, the Registrar or the Facilitator for the registration of any transfer or for the registration of any confirmation, probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any Bonds or for making any entry in the Register relating to or affecting the title to any Bonds.

4 RECOGNITION OF PERSONAL REPRESENTATIVES

- 4.1 The executors or administrators of a deceased Bondholder (not being one of several joint registered holders) and in the case of the death of one or more of several joint registered holders the survivor or survivors of such joint registered holders, shall be the only person(s) recognised by the Company as having any title to such Bonds.

5 TRANSMISSION OF BONDS

- 5.1 Any person who becomes entitled to any of the Bonds as a result of the death or bankruptcy of any Bondholder, or of any other event giving rise to the transmission of such Bonds by operation of law may, upon producing such evidence of the entitlement or capacity in respect of which he proposes to act under this Condition or of his title as the Directors shall think sufficient, be registered himself as the holder of such Bonds or, subject to the preceding Conditions as to transfer, may transfer such Bonds. The Company may retain any payments paid upon any such Bonds which any person under this provision is entitled to, until such person is registered as the holder of such Bonds or has duly transferred the Bonds.

6 PAYMENT OF INTEREST AND PRINCIPAL

- 6.1 The payments of principal, interest or other sums payable in respect of the Bonds may be paid by:
- 6.1.1 in the case of Certificated Bonds electronic transfer in immediately available cleared funds on the due date for payment, to the account specified for the purpose by the Bondholder or joint Bondholders in writing to the Company; or
 - 6.1.2 in the case of Certificated Bonds, in the absence of such notification, by cheque, warrant or bankers' draft made payable to and sent to the registered address of the Bondholder or in the case of joint registered holders, made payable to the order of and sent to the registered address of that one of the joint registered holders who is first named on the Register or made payable to such person and sent to such address as the registered holder or all the joint registered holders may in writing direct; or
 - 6.1.3 in the case of Uncertificated Bonds to the Cash Account maintained for the Bondholder in accordance with the Facilitator's Terms,
- 6.2 Every such cheque, warrant or bankers' draft as is referred to in paragraph 6.1.2 shall be sent on the due date for payment and may be sent through the post at the risk of the registered Bondholder or joint registered holders. Payment of the cheque, warrant or bankers' draft shall be a good discharge to the Company.

- 6.3 All payments of principal, interest or other moneys to be made by the Company shall be made after any deductions or withholdings for or on account of any present or future taxes required to be deducted or withheld from such payments.

7 RECEIPT OF JOINT HOLDERS

- 7.1 If several persons are entered in the Register as joint registered holders of any Bonds then without prejudice to the provisions of paragraph 6 the receipt of any one of such persons for any interest or principal or other moneys payable in respect of such Bonds shall be as effective a discharge to the Company as if the person signing such receipt were the sole registered holder of such Bonds.

8 REPLACEMENT OF CERTIFICATES

- 8.1 If the Certificate for any Certificated Bond(s) is lost, defaced or destroyed it may be renewed on such terms (if any) as to evidence and indemnity as the Directors may require. In the case of defacement the defaced Certificate shall be surrendered before the new Certificate is issued.
- 8.2 The Company may, at its discretion, charge an administration fee in respect of any replacement Certificate issued.

9 NOTICE TO HOLDERS OF CERTIFICATED BONDS

- 9.1 Any notice or other document (including Certificates for Certificated Bonds) may be given or sent to a holder of Certificated Bonds by sending the same by post in a prepaid, first-class letter addressed to such Bondholder at his registered address in the United Kingdom or (if he has no registered address within the United Kingdom) to the address (if any) within the United Kingdom supplied by him to the Company for the giving of notice to him.
- 9.2 In the case of joint registered holders of any Certificated Bonds a notice given to the Bondholder whose name stands first in the Register in respect of such Bonds shall be sufficient notice to all joint holders.
- 9.3 Notice may be given to the persons entitled to any Certificated Bonds as a result of the death or bankruptcy of any Bondholder by sending the same by post in a prepaid, first-class envelope addressed to them by name or by the title of the representative or trustees of such Bondholder at the address (if any) in the United Kingdom supplied for the purpose by such persons or (until such address is supplied) by giving notice in the manner in which it would have been given if the death or bankruptcy had not occurred.

10 NOTICE TO HOLDERS OF UNCERTIFICATED BONDS

- 10.1 Any notice or other document may be given or sent to a holder of Uncertificated Bonds by sending, electronically posting or otherwise in accordance with the E-procedures.
- 10.2 Unless stated otherwise in the E-procedures, in the case of joint registered holders of any Uncertificated Bonds a notice given to the Bondholder whose name stands first in the Register in respect of such Bonds shall be sufficient notice to all joint holders.

- 10.3 Notice may be given to the persons entitled to any Uncertificated Bonds as a result of the death or bankruptcy of any Bondholder by sending the same by post in a prepaid, first-class envelope addressed to them by name or by the title of the representative or trustees of such Bondholder at the address (if any) in the United Kingdom supplied for the purpose by such persons or (until such address is supplied) by giving notice in the manner in which it would have been given if the death or bankruptcy had not occurred.

11 NOTICE TO THE COMPANY

- 11.1 Any notice or other document (including Certificates for Bonds and transfers of Bonds) may be given or sent to the Company by sending the same by post in a prepaid, first-class letter addressed to the Company at its registered office address from time to time (or such other address that the Company notifies to the Bondholders in writing)

12 SERVICE OF NOTICES

- 12.1 Any notice, communication or document sent by post shall be deemed to have been delivered or received on the second Business Day following the day on which it was posted. In proving such delivery or receipt it shall be sufficient to prove that the relevant notice, communication or document was properly addressed, stamped and posted (by airmail, if to another country) in the United Kingdom.
- 12.2 Any notice, communication or document sent, posted or otherwise communicated in accordance with the E-procedures shall be deemed to have been delivered or received instantaneously.

SCHEDULE 4
PROVISIONS FOR MEETINGS OF BONDHOLDERS

1 CALLING OF MEETINGS

- 1.1 The Company may at any time, and shall on the request in writing signed by either (a) any registered holder of not less than 20% of the Bonds for the time being outstanding or (b) not less than 16 registered holders of the Bonds who together hold between them not less than 20% of the Bonds for the time being outstanding, convene a meeting of the Bondholders to be held at such place as the Company shall determine.
- 1.2 Any meeting of the Bondholders requested by a Bondholder or Bondholders together under paragraph 1.1 above, shall only be convened by the Company if and to the extent such meeting is expressly provided for under this instrument.

2 NOTICE OF MEETINGS

- 2.1 At least 14 clear days' notice specifying the place, day and hour of the meeting shall be given by the Company (or, where a meeting of Bondholders is being convened by the Facilitator pursuant to paragraph 1(c) of Schedule 5, by the Facilitator to the Bondholders of any meeting of Bondholders (and, where a meeting of Bondholders is being convened by the Facilitator pursuant to paragraph 1(c) of Schedule 5, such notice shall be given to the Company also) in the manner provided in Schedule 3. Any such notice shall specify the general nature of the business to be transacted at the meeting thereby convened but, except in the case of a resolution to be proposed as a Special Resolution, it shall not be necessary to specify the terms of any resolutions to be proposed. The omission to give notice to any Bondholder shall not invalidate any resolution passed at any such meeting.

3 CHAIRPERSON OF MEETINGS

- 3.1 A person nominated by the Company shall be entitled to take the chair at any such meeting and if no such nomination is made, or if at any meeting the person nominated shall not be present within 15 minutes after the time appointed for holding the meeting, the Bondholders present shall choose one of their number to be Chairperson. The Directors and the Secretary and legal advisers of the Company and any other person authorised in that behalf by the Directors may attend at any such meeting.

4 QUORUM AT MEETINGS

- 4.1 At any such meeting convened for any purpose, other than the passing of a Special Resolution, a person or persons holding or representing by proxy one-tenth in nominal value of the Bonds for the time being outstanding shall form a quorum for the transaction of business. At any meeting convened for the purpose of passing a Special Resolution, persons (at least two in number) holding or representing by proxy a clear majority in nominal value of the Bonds for the time being outstanding shall form a quorum. No business (other than the choosing of a Chairperson) shall be transacted at any meeting unless the requisite quorum is present at the commencement of the meeting.

5 ABSENCE OF QUORUM

- 5.1 If within 30 minutes from the time appointed for any meeting of the Bondholders a quorum is not present the meeting shall, if convened upon the requisition of the Bondholders, be dissolved. In any other case it shall stand adjourned to such day and time (being not less than 14 days and not more than 42 days thereafter) and to such place as may be appointed by the Chairperson and at such adjourned meeting two Bondholders present in person or by proxy and entitled to vote, whatever the principal amount of the Bonds held by them, shall form a quorum.

6 ADJOURNMENT OF MEETINGS

- 6.1 The Chairperson may with the consent of (and shall if directed by) any such meeting adjourn the same from time to time and from place to place. No business shall be transacted at any adjourned meeting other than business that might lawfully have been transacted at the meeting from which the adjournment took place.

7 NOTICE OF ADJOURNED MEETINGS

- 7.1 Notice of any adjourned meeting at which a Special Resolution is to be submitted shall be given in the manner provided for in this instrument. Such notice shall state that two Bondholders present in person or by proxy and entitled to vote at the adjourned meeting whatever the principal amount of the Bonds held by them shall form a quorum.

8 RESOLUTION ON SHOW OF HANDS

- 8.1 Every question submitted to a meeting of Bondholders shall be decided in the first instance by a show of hands. In case of an equality of votes the Chairperson shall not have a casting vote.

9 DEMAND FOR POLL

- 9.1 At any meeting of Bondholders, unless (before or on the declaration of the result of the show of hands) a poll is demanded by the Chairperson or by one or more Bondholders present in person or by proxy, a declaration by the Chairperson that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact.

10 MANNER OF TAKING POLL

- 10.1 If at any such meeting a poll is so demanded it shall be taken in such manner as the Chairperson may direct. The result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

11 TIME FOR TAKING POLL

- 11.1 Any poll demanded at any such meeting shall be taken at the meeting without adjournment. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

12 PERSONS ENTITLED TO VOTE

- 12.1 The registered holders of any of the Bonds or, in the case of joint holders, any one of them shall be entitled to vote in respect thereof either in person or by proxy and in the latter case as if such joint holder were solely entitled to such Bonds. If more than one of such joint holders be present at any meeting either personally or by proxy the vote of the senior who tenders a vote (seniority being determined by the order in which the joint holders are named in the Register) shall be accepted to the exclusion of the votes of the other joint holders.

13 INSTRUMENT APPOINTING PROXY

- 13.1 Every instrument appointing a proxy shall be in writing, signed by the appointor or his attorney or, in the case of a corporation, under its common seal, or signed by its attorney or a duly authorised officer and shall be in such form as the Directors may approve. Such instrument of proxy shall, unless the contrary is stated thereon, be valid both for an adjournment of the meeting and for the meeting to which it relates and need not be witnessed. A person appointed to act as a proxy need not be a Bondholder.

14 DEPOSIT OF INSTRUMENT APPOINTING PROXY

- 14.1 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy of such power or authority shall be deposited with the Company at the address where the Register is maintained for the time being (as referred to in clause 10.1 of this instrument) or at such other place as may be specified in the notice convening the meeting before the time appointed for holding the meeting or adjourned meeting or the taking of a poll at which the person named in such instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument of proxy or of the authority under which the instrument of proxy is given or transfer of the Bonds in respect of which it is given unless previous intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the address where the Register is maintained for the time being (as referred to in clause 10.1 of this instrument). No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution.

15 VOTES

- 15.1 On a show of hands every Bondholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative (not being himself a Bondholder) or by proxy shall have one vote (provided that a proxy appointed by more than one member should only have one vote or, where the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it, such proxy shall have one vote for and one vote against the resolution). On a poll every Bondholder shall have one vote for every £0.01 in nominal amount of the Bonds of which he is the holder. A Bondholder (or a proxy or representative of a Bondholder) entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.

16 POWER OF MEETINGS OF BONDHOLDERS

- 16.1 In addition to any other powers it may have, a meeting of the Bondholders may, by Special Resolution:
- 16.1.1 sanction any compromise or arrangement proposed to be made between the Company and the Bondholders;
 - 16.1.2 sanction any abrogation, modification or compromise or any arrangement in respect of the rights of the Bondholders against the Company or its property whether such rights shall arise under this instrument or otherwise;
 - 16.1.3 sanction any scheme or proposal for the sale or exchange of the Bonds for, or the conversion of the Bonds into, cash or shares, stock, debentures, debenture stock or other obligations or securities of the Company or any other company formed or to be formed, and for the appointment of a person with power on behalf of the Bondholders to execute an instrument of transfer of the Bonds held by them in favour of the person to or with whom the Bonds are to be sold or exchanged (as the case may be);
 - 16.1.4 assent to any modification or abrogation of the provisions contained in this instrument that shall be proposed by the Company and authorise the Company to execute an instrument supplemental to this instrument embodying any such modification or abrogation; and
 - 16.1.5 give any authority or sanction which under the provisions of this instrument is required to be given by Special Resolution.
- 16.2 No resolution that would increase any obligation of the Company under this instrument or postpone the due date for payment of any principal or interest in respect of any Bond without the consent of the Company shall be effective.

17 SPECIAL RESOLUTION BINDING ON ALL BONDHOLDERS

- 17.1 A Special Resolution, passed at a meeting of Bondholders duly convened and held in accordance with the provisions of this schedule, shall be binding on all the Bondholders whether or not present at such meeting and each of the Bondholders shall be bound to give effect to such Special Resolution accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances justify the passing of such Special Resolution.

18 RESOLUTIONS IN WRITING

- 18.1 A resolution in writing signed by the holders of at least 75% in nominal value of the Bonds for the time being outstanding who are for the time being entitled to receive notice of meetings in accordance with the provisions contained in this instrument shall for all purposes be as valid and effectual as a Special Resolution. Such resolution in writing may be contained in one document or in several documents in like form each signed by one or more of the Bondholders or in the case of holders of Uncertificated Bonds may be set out or evidenced by E-procedures.

19 **MINUTES OF MEETINGS**

- 19.1 Minutes of all resolutions and proceedings at every such meeting of the Bondholders shall be made and duly entered in books to be from time to time provided for that purpose by the Company. Any minutes which purport to be signed by the Chairperson of the meeting at which such resolutions were passed or proceedings held or by the Chairperson of the next succeeding meeting of the Bondholders shall be conclusive evidence of the matters contained in such minutes. Unless the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly convened and held and all resolutions passed at such meetings to have been duly passed.

SCHEDULE 5 FACILITATION SERVICE

1. Facilitation Service

The rights and functions of the Facilitator set out in this Schedule are intended by the Facilitator and the Company to satisfy the requirements of the Individual Savings Account Regulations 1998 (as amended) in respect of the facilitation of the rights of Bondholders (the **Eligibility Criteria**), so that (subject to all other, applicable requirements of those Regulations) Bondholders are eligible to hold their Bonds in an Innovative Finance ISA. To the extent that the Company and the Facilitator may agree from time-to-time that amendments or additions to this Schedule are necessary or desirable in furtherance of that intention, then the Company and the Facilitator acting together may make such amendments and additions, which shall be binding on Bondholders, provided that notice of such amendments and additions are notified to Bondholders as soon as practicable.

The Facilitator shall provide the following services to the Bondholders:-

- (A) assisting Bondholders who contact the Facilitator (using the contact details of the Facilitator contained on the Facilitator's Website) and request such assistance in determining:-
 - (i) which decisions of Bondholders need a Special Resolution of Bondholders and which decisions of Bondholders need an Ordinary Resolution of Bondholders;
 - (ii) how consents, waivers or changes to this instrument can be made;
 - (iii) the requirements for meetings and resolutions of the Bondholders to make necessary decisions; and
- (B) considering information received by the Facilitator relating to the business, financial and operational performance of the Company and distributing such element of that information to the Bondholders as the Facilitator (in its absolute discretion) considers to be material to Bondholders; and
- (C) if requested in writing by either (a) any registered holder of not less than 20% of the Bonds for the time being outstanding or (b) not less than 16 registered holders of the Bonds who together hold between them not less than 20% of the Bonds for the time being outstanding, convene a meeting of the Bondholders with the Facilitator to be held at such place as the Facilitator shall determine. In the event that it does so, the provisions of Schedule 4 shall apply mutatis mutandis to any such meeting, with the substitution of the Facilitator for the Company.

The Facilitator shall so long as it is providing the Facilitation Service in accordance with this Deed, provide the Facilitation Service to the best of its abilities and in a proper and bona fide manner. The Facilitator shall act in good faith towards the Company and the Bondholders.

2. Bondholder Commitments, Clarification and Indemnity

- i. The service provided by the Facilitator pursuant to this instrument is intended to facilitate the ability of Bondholders to exercise and enforce their rights,

discretions and powers in relation to their Bonds. By entering into this Deed the Facilitator does not assume any responsibility for any exercise or enforcement of such rights, discretions and powers and the exercise and enforcement of such rights, discretions and powers remains the responsibility of each Bondholder.

- ii. The Facilitator may request that any Bondholder will, so far as permitted by applicable law and regulatory requirements, provide the Facilitator with all such information (including details of the principal, interest and other amounts due, owing or incurred to such Bondholder as a holder of Bonds) as the Facilitator may reasonably require for the purposes of the provision of the Facilitation Service. The Facilitator may seek clarification from any Bondholder of any information or request provided by such Bondholder and may elect not to act pending receipt of such clarification to its reasonable satisfaction.
- iii. Subject to the terms of any other agreement between the Facilitator and the Company, the Facilitator shall be entitled to be reimbursed by the Company within 14 days of request for its reasonable costs and expenses incurred in providing any part of the Facilitation Service that is reasonably required, provided that it submits to the Company such evidence of the costs and expenses it has incurred as the Company reasonably requires.

3. Facilitator Reliance and Authorisations

The Facilitator:

- (A) may rely on any Ordinary Resolution or Special Resolution or any representation, notice, instruction or document believed by it, at the relevant time, to be genuine, correct and appropriately authorised;
- (B) may rely on any statement made by a director, authorised signatory or employee of any person regarding any matter which may reasonably be assumed to be within his knowledge or within his power to verify unless, before any such reliance, it has received subsequent notice to the contrary;
- (C) subject to the Handbook of Rules and Guidance of the Financial Conduct Authority, may lend money to and generally engage in any kind of business with the Company;
- (D) shall not be bound to account to any Bondholder for any sum or the profit element of any sum received by it for its own account;
- (E) may engage, pay for and/or rely on the advice or services of any lawyers, accountants, valuers, surveyors or other experts;
- (F) may act in relation to this instrument through its personnel and delegate, agent, attorney or co-agency appointed by the Facilitator;
- (G) may delegate by power of attorney or otherwise, to any person and for any period all or any of the powers and authorities vested in the Facilitator by this instrument and such delegation may be made on such terms and subject to such conditions, including power to sub-delegate, as the Facilitator may specify and provided that the Facilitator shall have exercised reasonable care

in the selection of such delegate, the Facilitator shall not be responsible for any loss incurred by reason of any misconduct or default on the part of such delegate or sub-delegate and shall not be bound to supervise the actions and conduct of such delegate or sub-delegate unless such loss was directly caused by the Facilitator's gross negligence or wilful misconduct;

- (H) shall not be responsible for the adequacy, accuracy and/or completeness of any information whatsoever supplied to any Bondholder or other person in connection with this instrument;
- (I) shall not be obliged to disclose to any person any information if the disclosure would or might in its reasonable opinion constitute a breach of law or a breach of duty;
- (J) may refrain from doing anything which would or might in its reasonable opinion constitute a breach of law and may do anything which is in its opinion necessary or desirable to comply with law;
- (K) shall not be responsible for:
 - (i) the financial condition of the Company;
 - (ii) the performance and observance by the Company of its obligations to any Bondholder including under this instrument; or
 - (iii) the collectability or recoverability of amounts payable under this instrument;
- (L) shall as regards all rights, powers, authorities and discretions vested in it by this instrument, have absolute and uncontrolled discretion as to the exercise or non-exercise of them and as to the manner and the time of any such exercise of them;
- (M) shall not be obliged to enquire or monitor:
 - (i) whether any Event of Default has occurred; or
 - (ii) the performance, default or any breach of any party of its obligations under this instrument or otherwise; or
 - (iii) whether any other event specified in this instrument has occurred.
- (N) At any time, the Facilitator shall be entitled to call for and rely upon a certificate believed by it to be genuine of any two directors of the Company in respect of whether an Event of Default or other defined event specified under this instrument or any other document has occurred or in respect of any other matter or circumstance upon which the Facilitator may require or wish to be satisfied in relation to this instrument and the Facilitator shall not be bound in any such case to call for further evidence or be responsible for any liability or inconvenience that may result by its failing to do so.

4. Liability

- i. The Facilitator will not be liable for any action taken by it (or any omission to take action) under or in connection with this instrument except to the extent caused by its negligence or wilful misconduct. This shall not exclude or restrict any obligation of the Facilitator under either the Handbook of Rules and Guidance of the Financial Conduct Authority or any other obligation to the extent that it is not permitted to exclude any such obligation.
- ii. The Facilitator shall not be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, without limitation, for lost profits), whether or not foreseeable and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.
- iii. Neither the Company nor any Bondholder may take proceedings against any officer, employee or agent of the Facilitator in respect of any claim it might have against the Facilitator or in respect of any act or omission of any kind by that officer, employee or agent in relation to this instrument and any officer, employee or agent of the Facilitator may rely on this paragraph 4 of this Schedule 5.

5. Assignments and Transfers

- i. No Bondholder may assign, transfer or otherwise dispose of any of its rights under a Bond to any other person unless that person becomes a Member, as defined in and in accordance with the Facilitator's Terms.
- ii. On the assignment, transfer or other disposal of its rights under a Bond in accordance with paragraph 5i above or on the issue of new Bonds by the Company, subject to such new holder becoming a party to this instrument by becoming a Bondholder in accordance with the terms of this instrument and a Member as defined in and in accordance with the Facilitator's Terms and Conditions (the **New Holder**) each Bondholder shall be deemed to have consented irrevocably to the New Holder becoming a Bondholder.

6. Resignation or Removal of Facilitator

- i. The Facilitator may retire at any time on giving not less than 40 Business Days' prior written notice to each Bondholder and the Company without assigning any reason and without being responsible for any costs occasioned by such retirement. The Bondholders shall also have the power to remove the Facilitator by Special Resolution.
- ii. The Company may remove the Facilitator at any time and without assigning any reason on giving not less than 20 Business Days' prior written notice to the Facilitator.
- iii. The retirement or removal of the Facilitator shall not become effective until a successor facilitator is appointed by or with the approval of the Bondholders by Ordinary Resolution (or, if the Facilitator wishes to resign and 20 Business Days after giving notice of resignation to each Bondholder and the Company, the Bondholders have not appointed a successor, by the Facilitator itself).

- iv. The appointment of a replacement Facilitator shall not become effective until the Company has received (in a form acceptable to the Company acting reasonably) written confirmation that the replacement Facilitator agrees to be bound by this instrument as Facilitator.
- v. On the appointment of the successor, the outgoing Facilitator shall be discharged from any further obligations in respect of this instrument, but shall remain entitled to the benefit of the protection and indemnities afforded to it by this instrument and the replacement Facilitator shall assume the duties and obligations assumed by the Facilitator in this instrument. A replacement Facilitator shall promptly give written notice of its appointment to each Bondholder and the Company. Any successor Facilitator shall be a reputable corporate agent or financial institution operating from an office in the United Kingdom.

Executed as a deed by **THRIVE**
RENEWABLES PLC acting by a director in
the presence of: Director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed by **ABUNDANCE INVESTMENT**
LIMITED acting by a director in the
presence of: Director

Signature of witness

Name of witness

Address of witness

Occupation of witness