

The legal agreement

The Debenture Deed

This deed is made the 15 day of March 2021

Between

1 Northern Gas Networks Finance Plc, a company incorporated and registered in England and Wales with company number 05575923 and having its registered office at 1100 Century Way, Thorpe Park Business Park, Colton Leeds, LS15 8TU, as issuer (the **Issuer**)

2 Northern Gas Networks Limited, a company incorporated and registered in England and Wales with company number 05167070 and having its registered office at 1100 Century Way, Thorpe Park Business Park, Colton Leeds, LS15 8TU, as guarantor (the **Guarantor**); and

3 Abundance Investment Ltd, a company incorporated and registered in England and Wales with company number 07049166 and having its registered office at 16 Linen House, 253 Kilburn Lane, London W10 4BQ, in each of its capacities as agent and arranger (the **Agent** and the **Arranger**).

Background

(A) The Issuer has resolved, pursuant to a resolution of its board of directors dated 15 March 2021, to create and issue the Debentures on the terms of this Deed.

(B) The Issuer has determined to constitute the Debentures in the manner set out in this Deed.

Now this deed witnesses as follows:

1 Definitions and Interpretation

1.1 In this Deed, unless the subject or context requires otherwise, the following expressions shall have the meanings set out opposite them below:

Abundance means Abundance Investment Ltd, a company incorporated and registered in England and Wales with company number 07049166 and having its registered address at 16 Linen House, 253 Kilburn Lane, London, W10 4BQ and which is authorised and regulated by the Financial Conduct Authority (**FCA**) with FCA registration number 525432.

Abundance Service means the website, services and the **Marketplace** operated by Abundance at www.abundanceinvestment.com.

Abundance Terms and Conditions means the terms and conditions governing the operation of the Abundance Service, from time to time, the latest copy of which can be found at www.abundanceinvestment.com/legal/terms-and-conditions but at all times only to the extent that such terms and conditions do not impose any obligations or restrictions on the Issuer and/or the Guarantor except as stated in this Deed.

Acceleration Notice has the meaning given in clause 18.3.1.

Accounting Principles means the generally accepted accounting principles in the United Kingdom, including FRS 102.

Adverse Tax or Regulatory Requirement means a Tax or Regulatory Requirement which Abundance or the Issuer, in its discretion (acting reasonably and in good faith and after consulting with the other) determines makes the issuance, holding or trading of the Debentures (or any obligation of the Agent thereto) unlawful or prohibitively expensive.

Affected Person means any person which Abundance or the Issuer, in its discretion (acting reasonably and in good faith and after consulting with the other), determines is ineligible to acquire or hold Debentures due to the additional costs or restrictions or a Tax or Regulatory Requirement.

Affiliate means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent means Abundance Investment Ltd, a company incorporated and registered in England and Wales with company number 07049166 and having its registered office at 16 Linen House, 253 Kilburn Lane, London, W10 4BQ, in its capacity as agent (which expression shall include any successor agent appointed in accordance with the Abundance Terms and Conditions).

Authorisation means any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with any governmental, semi-governmental or judicial entity or authority (including any self-regulatory organisation established under statute or by a governmental or semi-governmental body).

Authority means the Gas and Electricity Markets Authority or the Office of Gas and Energy Markets, as applicable, or a successor to either of them.

Beneficiaries means each of the Agent, the Holders and each Delegate and the term **Beneficiary** means any one of them.

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

Cash Return Date has the meaning given to it in clause 12 (**Interest**).

Change of Control means the UBOs together cease directly or indirectly to:

(a) have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

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(i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the Issuer;

(ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the Issuer; or

(iii) give directions with respect to the operating and financial policies of the Issuer with which the directors or other equivalent officers of the Issuer are obliged to comply; or

(b) hold beneficially more than 50% of the issued share capital of the Issuer (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);

Conditions Precedent means the conditions precedent set out in Schedule 1.

Cooling-Off Period means the 14 day cancellation period in accordance with paragraph 8.6 of the Abundance Terms and Conditions

Debenture means each debenture constituted by this Deed.

Debt Liabilities means monies and obligations due, owing or incurred to the Agent and the Holders or any of them by the Issuer (whether present or future, actual or contingent and whether incurred as principal or surety) pursuant to this Deed and any other Finance Document.

Deed means this deed and the Schedules to this deed.

Default Interest has the meaning given in clause 13 (**Default Interest**) of this Deed.

Delegate means any delegate, agent, attorney or co-agent appointed by the Agent in accordance with the Abundance Terms and Conditions.

Disruption Event means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Debentures (or otherwise in order for the transactions contemplated by any Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the parties to the relevant Finance Documents; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a party preventing that, or any other party to the relevant Finance Documents:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the party whose operations are disrupted.

Early Redemption Date has the meaning given in clause 15.1 (**Early Redemption**) of this Deed.

Early Redemption Fee Means:

(a) in respect of an early redemption of the Debentures made in accordance with clause 15.1 (Early Redemption), an amount equal to six months' of Interest calculated at the Interest Rate on the amount of Principal to be repaid; and

(b) in respect of an early redemption of the Debentures made in accordance with clause 15.2 (**Early Redemption**), an amount to be a minimum of market price at the time which is to be evidenced by the Issuer with reference to (i) other bonds of similar credit rating and maturity in the market, or (ii) after consultation with a market practitioner.

Effective Date means the date of drawdown in accordance with clause 3.4.

Energy Act means the Energy Act 2004 as amended or re-enacted from time to time and all subordinate legislation made pursuant thereto.

Enforcement Action means any formal legal action or formal legal step taken by or on behalf of any Beneficiary whatsoever to enforce its rights against the Issuer under this Deed or any other Finance Document including:

(a) to petition for (or take any other formal legal steps or action which are likely to lead to) the liquidation, winding up, administration, judicial management or dissolution of the Issuer; or

(b) to commence legal proceedings against the Issuer; or

(c) to demand, accelerate or require payment, repayment or prepayment of all or any part of the Debt Liabilities; or

(d) to enforce or make a demand under any guarantee or similar support given in connection with the Debt Liabilities; or

(e) to cancel any obligation to provide any financial accommodation under a Finance Document.

Environment means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

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(a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);

(b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including, without limitation, land under water).

Environmental Claim means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

Environmental Law means any applicable law or regulation which relates to:

(a) the pollution or protection of the Environment;

(b) the conditions of the workplace; or

(c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

Environmental Permits means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business by the Issuer conducted on or from the properties owned by the Issuer.

Event of Default means any event or circumstances specified as such in clause 18 (**Events of Default**) of this Deed.

Finance Documents means

(a) this Deed, and

(b) any document designated as such by the Agent and the Issuer.

Finance Party means the Agent, the Arranger and each Holder.

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a balance sheet liability;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

Group means Northern Gas Networks Limited and its respective Subsidiaries for the time being.

Guarantee means the unconditional and irrevocable guarantee granted by the Guarantor pursuant to clause 5 (**Guarantee and indemnity**) of this Deed.

Holder means the person entered in the Register as the holder of each Debenture from time to time.

Holder Representative means the Holders appointed as a committee to represent the interests of Holders in accordance with the Abundance Terms and Conditions.

Holding Company means in relation to a person, any other person in respect of which it is a Subsidiary.

Independent Financial Adviser means a financial adviser appointed by the Issuer and approved by the Agent or, if the Issuer has not appointed such an adviser within 10 days of an NGN Restructuring Event and the Agent is indemnified and/or secured and/or prefunded to its satisfaction, appointed by the Agent at the expense of the Issuer following consultation, if practicable, with the Issuer.

Instructing Party means:

(a) if relating to directions or instructions in respect of a Reserved Matter, directions or instructions of the Holders made by way of Special Resolution; or

(b) if relating to directions or instructions in respect of a Non-Reserved Matter, directions or instructions of the Holders made by way of Ordinary Resolution.

Interest means any amount of interest payable to a Holder in accordance with clause 12 (**Interest**) of this Deed.

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Interest Period means each period starting on the last day of its preceding interest period and ending on 30 June and 31 December in each year and on the Maturity Date, except that the first such interest period shall be a shortened period commencing, in respect of each relevant Holder, on the later of (i) the Cooling-Off Period ending in relation to the Minimum Issue Amount (where such Holder's principal, or relevant proportion of their principal, forms part of the Minimum Issue Amount), and (ii) the Cooling-Off Period ending in relation to the principal they have committed (where such principal does not form part of the Minimum Issue Amount) and ending on 30 June 2021 (the **Initial Interest Period**). The last interest period shall end on the Maturity Date.

Interest Rate means 1.6 per cent per annum.

Issuance Amount means £1,000,000 or such lower amount as may be agreed between the Agent and the Issuer.

Issue Amount means the total aggregate principal amount of all of the Debentures issued under this Deed, before the Issuer has redeemed any Debentures early in accordance with clause 15 (**Early Redemption**) of this Deed.

Issue Date means the date of issuance of the Debentures pursuant to this Deed.

Launch means the Arranger making available the Offer Document through the Abundance website to Members.

Legal Reservations

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim; and

(c) similar principles, rights and defences under the laws of any foreign jurisdiction.

Licence means the licence granted by the Gas and Electricity Markets Authority to the Guarantor under the Gas Act 1986 (as amended by the Gas Act 1995, the Utilities Act 2000 and the Energy Act).

Limitation Acts means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

Longstop Date means 30 September 2021.

Marketplace has the meaning given to the term in the Abundance Terms and Conditions.

Material Adverse Effect means a material adverse effect on:

(a) the ability of an Obligor to perform its payment obligations under the Finance Documents; or

(b) the validity or enforceability of a Finance Document against an Obligor or the rights or remedies of any of the Holders or the Arranger or the Agent against an Obligor under any Finance Document.

Maturity Date means 30 June 2031.

Minimum Issue Amount means £250,000 (or such other amount as may be agreed between the Agent and the Issuer).

Moody's means Moody's Investors Service Limited or any of its subsidiaries and their successors.

Negative Certification means the certification in writing by an Independent Financial Adviser within 30 days of the occurrence of the NGN Restructuring Event to the Agent that the NGN Restructuring Event is, in its opinion, materially prejudicial to the interests of Holders.

Negative Rating Event means any failure, as a result of an NGN Restructuring Event, to obtain a Rating of at least BBB- or Baa3 (in respect of S&P and Moody's, respectively, or their respective equivalents for the time being).

NGN Restructuring Event

(a)

(i) the Authority giving the Guarantor or any Subsidiary of the Guarantor written notice of any revocation of its Licence; or

(ii) the Guarantor agreeing in writing with the Authority to any revocation or surrender of its Licence; or

(iii) any legislation (whether primary or subordinate) is enacted terminating or revoking the Licence of the Guarantor,

except in any such case in circumstances where a licence or licences on substantially no less favourable terms (in the opinion of the Guarantor and as certified in good faith by two directors of the Guarantor to the Agent (upon which the Agent may rely absolutely without liability to any person)) is or are granted to the Guarantor or a wholly-owned Subsidiary of the Guarantor and, in the case of such Subsidiary, at the time of such grant it either:

(A) executes in favour of the Agent (for the benefit of the Beneficiaries) (x) an unconditional and irrevocable guarantee in respect of the Debentures (on substantially the same terms as clause 5 (Guarantee and indemnity) of this Deed) and (y) a deed in which it agrees to be bound by the terms of this Deed and agrees to be subject to the same obligations as are expressed under this

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Deed as are imposed thereunder upon the Issuer in such form and content as the Agent may approve (and provided further that each of the Issuer, the Guarantor and any such Subsidiary agree to make any other consequential amendments to this Deed as the Agent may require) (and with effect from the date of such grant, the term Guarantor as used in this Deed shall be construed to refer to the Guarantor and to any such Subsidiary as may be so approved) or (B) becomes the primary obligor under the Debentures pursuant to clause 6.2; or

(b) any material rights, benefits or obligations of the Guarantor under the Licence or any material terms of the Licence are modified (whether or not with the consent of the Guarantor or the Authority and whether pursuant to the Gas Act 1986 or otherwise but excluding modifications arising out of the periodic review by the Authority

of the Guarantor's maximum allowable revenue) or any other material consents, licences or authorisations are revoked unless two directors of the Guarantor shall have certified in good faith to the Agent that any such modification or revocation would not have a material adverse effect on the Guarantor or the Issuer and in deciding whether it shall have such a material adverse effect, such directors of the Guarantor shall have regard to the likelihood of such modification or revocation resulting in a Negative Certification, a Negative Rating Event or a Rating Downgrade; or

(c) any legislation (whether primary or subordinate) is enacted removing, reducing or qualifying in any material way the duties or powers of the Secretary of State for the Department of Trade and Industry (or any successor) and/or the Authority (including without limitation any such legislation removing, reducing or qualifying such duties or powers under or pursuant to the Energy Act or any equivalent legislation which amends, supplements or supersedes any such relevant provisions of the Energy Act) unless two directors

of the Guarantor shall have certified in good faith to the Agent that any such removal reduction or qualification of any such duties or powers would not have a material adverse effect on the Guarantor or the Issuer and in deciding whether it shall have such a material adverse effect, such directors of the Guarantor shall have regard to the likelihood of such removal, reduction or qualification resulting in a Negative Certification, a Negative Rating Event or a Rating Downgrade.

NGN Restructuring Period means the period of 60 days commencing on the date of occurrence of a NGN Restructuring Event (or such longer period until the conclusion of any review by the Rating Agencies).

Non-Reserved Matters means any matter that is not a Reserved Matter or a matter deemed by the Agent to be of a formal, minor or technical nature that is exercisable by the Issuer and/or Agent without Holder consent in accordance with clause 21.1 (**Modifications, Waivers or Consents**).

Obligor the Issuer or the Guarantor.

Offer means the offer of debentures to Members in accordance with this Deed, the Abundance Terms and Conditions and the Offer Document.

Offer Document means the document produced by the Issuer, dated on or about the date of this Deed, relating to the Debentures as amended or updated from time to time.

Ordinary Resolution means a resolution passed at a meeting of the Holders of the Debentures duly convened and held in accordance with the Schedule to the Abundance Terms and Conditions by the relevant majority set out therein or passed by written resolution in accordance therewith.

Original Jurisdiction means, in relation to an Obligor, England.

Party means a party to this Deed.

Permitted Security means:

(a) any Security comprising a netting or set-off arrangement entered into by the Issuer in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

(b) (b) any lien arising by operation of law and in the ordinary course of business; and

(c) any Security securing Financial Indebtedness the amount of which Financial Indebtedness, when aggregated with all other Financial Indebtedness secured by Security as at the date of incurrence of the first mentioned Financial Indebtedness does not exceed 10 per cent. of the Regulated Asset Value of the Issuer as at such date.

Principal means, unless the context requires otherwise, the aggregate principal amount of the Debentures or the principal amount of the relevant Debentures held by any Holder, in each case, for the time being outstanding.

Proceeds means all receipts and/or recoveries by the Agent pursuant to any Enforcement Action taken in respect of any Finance Document after deducting (to the extent not already deducted) all sums which the Agent is required by the terms of the Finance Documents or by applicable law to pay to any other person before distributing any such receipts or recoveries to any of the Beneficiaries.

Project means the replacement of Northern Gas Network Limited's existing gas pipe network with new pipes in order to reduce carbon emissions and facilitate the introduction of hydrogen.

Rating means the rating for the time being assigned by any Rating Agency in respect of the Guarantor.

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Rating Agency means S&P or Moody's, or any permitted substitute selected by the Issuer from time to time with the prior written approval of the Agent.

Rating Downgrade shall be deemed to have occurred in respect of a NGN Restructuring Event if, within the NGN Restructuring Period, the Rating assigned to by any Rating Agency (whether provided by a Rating Agency at the invitation of the Issuer or at its own volition) immediately prior to the announcement of such NGN Restructuring Event is withdrawn or reduced from an investment grade rating of BB+ or Ba1 (in respect of S&P and Moody's, respectively, or their respective equivalents for the time being) or worse or, if the Rating assigned by any Rating Agency immediately prior to such NGN Restructuring Event is below investment grade (as described above), the rating is lowered by at least one full rating category (from BB+/Ba1 to BB/Ba2 or such similar lowering).

Register means the register of Holders of Debentures.

Regulated Asset Value means in relation to any date, the amount calculated as the regulated asset value of the Issuer as last determined and notified to the Issuer by the Authority (the **Base Date**); plus a revaluation adjustment based on the actual capital additions and the increase since the Base Date in the Retail Prices Index (and, from 1 April 2021, the Consumer Prices Index including owner occupiers' housing costs) published by the Office for National Statistics, provided that if the method for the determination of the regulated asset value of the Issuer is substantially modified from the method used as at the Issue Date, two directors of the Issuer will certify in good faith to the Agent what changes to this definition (if any) shall be required in order that, for the purposes of this definition, the regulated asset value of the Issuer is determined on a basis which is substantially consistent with that used as at the Issue Date.

Repeating Representations means the representations and warranties in paragraph 1.1 (**Status**) to paragraph 1.6 (**Governing law and enforcement**), paragraph 1.8.1 (**No default**), paragraph 1.10 (**Financial information**) of Schedule 3 (**Representations and Warranties**) of this Deed.

Reserved Matter has the meaning given in clause 21.3 (**Modifications, Waivers or Consents**).

Restricted Person means any person who does not fulfil any criteria of eligibility to invest and/or to hold Debentures set out in the Abundance Terms and Conditions from time to time including (without limitation):

- (a) any US Person; or
- (b) any person who is resident in, whose permanent place of business or whose jurisdiction of incorporation or establishment is in any of the Channel Islands or the Isle of Man; or
- (c) any Affected Person.

S&P means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or any of its subsidiaries and their successors.

Schedule means a Schedule to this Deed.

Schedule to the Abundance Terms and Conditions means the schedule to the Abundance Terms and Conditions as at the date of this Deed.

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Special Resolution means a resolution passed at a meeting of the Holders of the Debentures duly convened and held in accordance with the Schedule to the Abundance Terms and Conditions by the relevant majority set out therein or passed by written resolution in accordance therewith.

Sterling or £ means the lawful currency for the time being of the United Kingdom.

Subsidiary means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) unless the context otherwise required, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Tax or Regulatory Requirement means any Tax or law, regulation, rule, order, official directive or guideline of any governmental, inter-governmental or supranational body, agency, department or regulatory authority or organisation or any decision of a court (having the force of law) in any country or territory.

UBOs means each of (i) PG (April) Limited, a company incorporated and registered in England with registration number 06219737, (ii) Beta Central Profits Limited, a company incorporated and registered in England with registration number 06297913, and (iii) SAS Trustee Corporation, a statutory corporation incorporated in New South Wales, Australia with an ABN of 29239066746.

UK means the United Kingdom.

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US Person means any persons who are or deemed to be US Persons for the purposes of US tax laws or US securities laws (including (without limitation) the US Securities Act of 1933). The Issuer may determine (acting reasonably) whether a person acquiring or holding Debentures (or proposing to do so) is a US person in accordance with applicable law at the time it makes such determination. Further summaries of what constitutes a US Person are provided in the Abundance Terms and Conditions.

Written Resolution means a resolution in writing passed in accordance with the Schedule to the Abundance Terms and Conditions.

1.2 In this Deed unless the contrary intention appears:

1.2.1 terms defined in the Abundance Terms and Conditions have the same meaning in this Deed;

1.2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;

1.2.3 Words denoting the singular include the plural and vice versa and a reference to one gender includes the other gender;

1.2.4 A reference to a **person** means any individual, company, corporation, partnership, joint venture, association, unincorporated organisation, trust or other judicial entity;

1.2.5 A reference to a party or any other person includes its successors in title, permitted assigns and permitted transferees;

1.2.6 References to clauses, paragraphs and Schedules (including, for the avoidance of doubt, the Abundance Terms and Conditions and the Schedule to the Abundance Terms and Conditions) are to the clauses, paragraphs and Schedules of this Deed which form part of this Deed and shall have the same force and effect as if set out in the body of this Deed, with terms given the meanings set out in this Deed (unless the context otherwise requires) and any reference to this Deed shall include the Schedules;

1.2.7 A reference to this Deed or to any other deed, instrument, agreement or document shall, unless the context otherwise requires or unless the contrary intention appears, be construed as reference to this Deed or such other deed, 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;

1.2.8 A reference to an **encumbrance** shall be construed as a reference to a mortgage, charge, assignment by way of security, 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;

1.2.9 A reference to a statute or statutory provision or other law is a reference to it as amended, or replaced and includes all legislation and regulations made under it;

1.2.10 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 except that:

(a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end;

1.2.11 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;

1.2.12 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;

1.2.13 references to the **Debentures** include references to all and/or any of the Debentures;

1.2.14 the terms **including** and **include** or any similar expression shall be construed as illustrative and shall not limit the sense of words preceding those words;

1.2.15 headings are inserted for convenience and do not affect the interpretation of this Deed;

1.2.16 a reference in this Deed to the exercise of any rights of a Holder Representative shall mean the exercise of such rights by a **Holder Representative** appointed pursuant to the Schedule to the Abundance Terms and Conditions;

1.2.17 a reference to an Event of Default **continuing** means that it has not been remedied or expressly waived; and

1.2.18 a reference to **assets** includes present and future properties, revenues and rights of every description.

1.3 Other terms will have the specific meaning given to them in the relevant provisions of this Deed or the Schedules forming part of it.

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2 Form, Title, Register and Arranger

2.1 Debentures will be held in electronic form, represented by book entries in the Register.

2.2 Holders will be issued with an electronic confirmation of their holding of Debentures via the Abundance Service in accordance with the Abundance Terms and Conditions.

2.3 The Issuer, the Guarantor, the Arranger and the Agent will only recognise and treat each Holder as the absolute owner of his Debentures for all purposes and shall not be bound to take notice of any trust to which any Debenture may be subject and shall not be required to obtain any proof thereof or as to the identity of such Holder.

2.4 No notice of any trust, except as required by applicable law, will be entered on the Register in respect of any Debentures.

2.5 The Debentures will be registered only in accordance with the Abundance Terms and Conditions, the terms of which the Issuer hereby acknowledges and assents to.

2.6 The Debentures shall be held and transferred subject to the conditions set out in Schedule 3 (Holder Restrictions) of this Deed.

2.7 The Issuer shall maintain arrangements so that any changes to the Register required under this clause shall be made by Abundance in accordance with the Abundance Terms and Conditions.

2.8 Subject to clause 2.9, the personal representatives of a deceased Holder shall be the only persons recognised by the Issuer as having any title to, or interest in, that Debenture on the death of such Holder but will only be so recognised subject to their becoming Members in accordance with the Abundance Terms and Conditions.

2.9 Any person becoming entitled to a Debenture in consequence of the death or bankruptcy of any Holder or otherwise by operation of law, may, upon producing such evidence that he is so entitled as the Issuer may reasonably require, be registered himself as the Holder, subject to his becoming a Member of Abundance in accordance with the Abundance Terms and Conditions.

2.10 The Issuer and the Guarantor may retain any payments paid upon any such Debentures which any person referred to in clause 2.9 is entitled to, until such person is registered as the Holder of such Debentures or he has duly transferred the Debentures.

2.11 In accordance with the Abundance Terms and Conditions and the Offer Document, the Holders appoint the Agent to act on their behalf.

3 Denomination, Issue and Status

3.1 The Debentures are issued in minimum amounts of five pounds Sterling (£5.00) and in multiple integral amounts of one pound Sterling (£1.00) in nominal amount in excess thereof.

3.2 The aggregate principal amount of the Debentures issued shall not exceed the Issuance Amount.

3.3 As and when issued, the Debentures shall constitute direct, unconditional and unsecured obligations of the Issuer and will rank *pari passu*, equally and rateably without discrimination or preference without any preference among themselves and *pari passu* with any outstanding unsecured and unsubordinated obligations of the Issuer (except for obligations mandatorily preferred by law applying to companies generally).

3.4 The Holders will only subscribe for, and the Debentures will only be issued, once:

3.4.1 the Minimum Issue Amount has been raised;

3.4.2 the Agent has received all the documents and evidence specified in Part 2 (**Conditions Precedent to the Effective Date**) of Schedule 1 (**Conditions Precedent**) of this Deed in form and substance satisfactory to it; and

provided that on the date of issuance all the representations and warranties in Schedule 4 (**Representations and Warranties**) are true in all material respects.

The Agent (or its legal advisers acting on its behalf) shall notify the Issuer (or its legal advisers acting on its behalf) promptly upon being so satisfied.

3.5 Where the Conditions Precedent have not been satisfied by the Longstop Date the Agent and the Arranger may (at their absolute discretion) withdraw the Offer, whereupon their obligations pursuant to this Deed shall be immediately cancelled.

3.6 The Debentures are issued to, and can only be held by, Members in accordance with the Abundance Terms and Conditions.

4 Covenant to pay

4.1 The Issuer will on any date when any Principal and/or Interest or any other amount becomes due pursuant to this Deed, pay to or to the order of the Agent, in accordance with Clause 14 (**Payments**), in Sterling in immediately available funds such amount(s) due on that date together with any applicable Early Redemption Fee payable in accordance with Clause 15 (**Early Redemption**), provided that payment of any sum due in respect of the Debentures made to or to the order of the Agent as provided in this Deed shall, to that extent, satisfy such obligation. The Agent will hold the benefit of this covenant on trust for the Holders.

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4.2 Any payment to be made in respect of the Debentures by the Issuer or the Guarantor may be made as provided in this Deed and any payment so made will, to that extent only, be a good discharge by the Issuer.

5 Guarantee and indemnity

5.1 The Guarantor irrevocably and unconditionally:

5.1.1 guarantees to the Agent (for itself and the Holders) punctual performance by the Issuer of all sums from time to time payable by the Issuer in respect of its obligations under the Finance Documents as and when the same become due and payable;

5.1.2 undertakes with the Agent (for itself and the Holders) that whenever the Issuer does not pay any amount when due under or in connection with this Deed, the Guarantor shall immediately on demand pay that amount in the manner and currency prescribed by this Deed as if it was the principal obligor; and

5.1.3 agrees with the Agent (for itself and the Holders) that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Agent and each Holder immediately on demand against any cost, loss or liability it incurs as a result of the Issuer not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under this Deed on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 5 (**Guarantee and indemnity**) if the amount claimed had been recoverable on the basis of a Guarantee.

5.2 This Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Issuer under this Deed, regardless of any intermediate payment or discharge in whole or in part.

5.3 If any discharge, release or arrangement (whether in respect of the obligations of the Issuer or any security for those obligations or otherwise) is made by a Holder or the Agent (acting on behalf of the Holders) in whole or in part on the basis of any payment, or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise, without limitation, then the liability of the Guarantor under this Clause 5 (**Guarantee and indemnity**) will continue or be reinstated as if the discharge, release or arrangement had not occurred.

5.4 The obligations of the Guarantor under this Clause 5 (**Guarantee and indemnity**) will not be affected by an act, omission, matter or thing which, but for this Clause 5 (**Guarantee and indemnity**), would reduce, release or prejudice any of its obligations under this Clause 5 (**Guarantee and indemnity**) (without limitation and whether or not known to it or any Finance Party) including:

5.4.1 any time, waiver or consent granted to, or composition with, the Issuer, the Guarantor or other person;

5.4.2 the release of the Issuer, the Guarantor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

5.4.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Issuer, the Guarantor or any other person;

5.4.4 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document;

5.4.5 any unenforceability, illegality or invalidity of any obligation of any person under this Deed or any other document; or

5.4.6 any insolvency or similar proceedings.

5.5 Without prejudice to the generality of Clause 5.4, the Guarantor expressly confirms that it intends that this Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/ or any issuance of Debentures or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing indebtedness; refinancing any other indebtedness; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

5.6 The Guarantor waives any right it may have of first requiring any Holder or the Agent (acting on its behalf) to proceed against or enforce any other rights or claim payment from any person before claiming from the Guarantor under this Clause 5 (**Guarantee and indemnity**). This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

5.7 Until all amounts which may be or become payable by the Issuer under or in connection with the Finance Documents have been irrevocably paid in full, the Agent (on behalf of the Holders) may:

5.7.1 refrain from applying or enforcing any other moneys or rights held or received by the Agent (on behalf of the Holders) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

5.7.2 hold in an interest-bearing suspense account any moneys received from the Guarantor or on account of any liability of the Guarantor under this Clause 5 (Guarantee and indemnity).

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5.8 Until all amounts which may be or become payable by the Issuer under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, the Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 5 (**Guarantee and indemnity**):

5.8.1 to be indemnified by the Issuer;

5.8.2 to claim any contribution from any other guarantor of the Issuer's obligations under the Finance Documents;

5.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents;

5.8.4 to bring legal or other proceedings for an order requiring the Issuer to make any payment, or perform any obligation, in respect of which the Guarantor has given a Guarantee, undertaking or indemnity under Clause 5 (**Guarantee and indemnity**);

5.8.5 to exercise any right of set-off against the Issuer; and/or
5.8.6 to claim or prove as a creditor of the Issuer in competition with any Finance Party.

If the Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Issuer under or in connection with the Finance Documents to be repaid in full on trust for the Holders and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with clause 16.1 (**Payments**).

5.9 This Guarantee is in addition to and is not in any way prejudiced by any other guarantee now or subsequently held by any Holder or the Agent (acting for itself and on behalf of the Holders).

5.10 This Guarantee does not apply to any liability to the extent that it would result in this Guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 or any equivalent and applicable provisions under the laws of the Original Jurisdiction of the Guarantor.

6 Assignment and transfer

6.1 The Debentures may only be transferred in accordance with the Abundance Terms and Conditions or, if applicable, in accordance with clauses 2.8 and 2.9 (**Form, Title, Register and Arranger**) of this Deed.

6.2 Neither the Issuer nor the Guarantor may assign any of its rights or transfer by novation any of its rights and obligations under this Deed or any Finance Document without the consent of the Agent.

7 Back-up Service Provider

7.1 If, for any reason:

7.1.1 Abundance ceases to provide the Abundance Service and it is not provided by the Back-up Service Provider (as defined in the Abundance Terms and Conditions);

7.1.2 Abundance ceases to maintain the Register;

7.1.3 Abundance resigns as Agent in accordance with the Schedule to the Abundance Terms and Conditions without appointing a substitute; or

7.1.4 there is any other material change to the nature of the Abundance Service or the involvement of Abundance which has a material adverse effect on any of the Holders' rights under the Debentures, then for the avoidance of doubt the obligations

of the Issuer and the Guarantor under the Finance Documents will remain valid and binding subject to clause 7.2 (below).

7.2 In the circumstances set out in clause 7.1 (above), the Issuer and the Guarantor may make such arrangements as they reasonably consider appropriate and may amend any Finance Document by a deed expressed to be supplemental to that Finance Document (but only so far as is reasonably necessary to incorporate the revised arrangements for the matters listed in clauses (7.2.1) - (7.2.4) (inclusive) below). The Issuer (failing which the Guarantor) shall take reasonable steps as soon as practicable to inform the Holders of any changes to:

7.2.1 the arrangements for maintaining the Register;

7.2.2 the procedures for making any payments (but not the amount of any payment or how such amount is calculated) to Holders;

7.2.3 the procedures for transfer (including acceptance of any instrument in common standard form) of Debentures; and/or

7.2.4 how notices or other information can be given to Holders.

7.3 Should Abundance resign as Agent in accordance with clause 7.1.3 above, it shall provide such reasonable written notice to the Issuer of it doing so as it (in its sole discretion) considers appropriate and at or around the same time as any such notice is provided to the Holders pursuant to the Abundance Terms and Conditions and otherwise.

8 Representations of the Issuer and the Guarantor

Each of the Issuer and the Guarantor make the representations and warranties set out in Schedule 3 (**Representations and Warranties**) of this Deed on the days and at the times stipulated therein.

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9 Undertakings of the Issuer and the Guarantor

So long as the Debentures are outstanding each of the Issuer and the Guarantor agrees to comply with each of the undertakings given by it that are set out in Schedule 4 (**Positive Undertakings**) and Schedule 5 (**Negative Undertakings**) of this Deed.

10 Use of Proceeds

10.1 The Issuer may only use the proceeds raised from the Debentures issued under this Deed towards:

10.1.1 financing the Project; and

10.1.2 financing the costs and expenses (including, without limitation, any arrangement fee and legal fees) incurred by the Issuer and the Guarantor in connection with the negotiation, preparation and execution of the Finance Documents and the Offer Document.

10.2 Neither the Arranger, the Agent nor any Holder is bound to monitor or verify the application of any net proceeds of a Debenture issued pursuant to this Deed.

11 Repayment of Principal

The Issuer shall repay the Principal in full on the Maturity Date, together with all accrued but unpaid Interest and any and all amounts due and outstanding under or in connection with this Deed.

12 Interest

12.1 The Debentures shall bear and accrue interest on the Principal at the Interest Rate on and from the start of the Initial Interest Period in respect of each relevant Holder and in respect of each other Interest Period thereafter.

12.2 The Issuer shall pay Interest (i) on 15 July 2021, in respect of the Initial Interest Period only, and (ii) otherwise, as set out in Schedule 6

(**Cash Return Schedule**) on the last Business Day of each Interest Period (each a **Cash Return Date**). For the avoidance of doubt, the last Cash Return Date shall fall on the Maturity Date. If any Cash Return Date is not a Business Day, payment shall be made on the preceding Business Day.

12.3 The Interest payable on each Cash Return Date shall be paid to the Agent (for the account of the Holders) by credit transfer and in immediately available, freely transferable, cleared funds.

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

13 Default Interest

13.1 In the event the Issuer (failing which the Guarantor) fails to make any payment of Principal, Interest or any other amount due pursuant to this Deed on the date on which such Principal, Interest or other payment is due and payable, Default Interest shall accrue on such unpaid amount from (and including) the due date for such amount until (but excluding) the date of actual payment (both before and after judgment) at a rate of 2% per annum.

13.2 Default Interest shall accrue on a daily basis and on the basis of a 365-day year, and shall be compounded with the overdue amount at the end of each Interest Period.

14 Payments

All payments pursuant to this Deed are to be made in accordance with clause 16.1 (**Application of repayment amounts**) and subject to clause 15.1 (**Early Redemption**) including, without limitation, provisions detailing the priority of payments under this Deed.

15 Early Redemption

15.1 Subject to clause 15.2, the Issuer shall immediately:

15.1.1 at the Issuer's election upon a Change of Control; or

15.1.2 promptly following the promulgation of an Adverse Tax or Regulatory Requirement; or

15.1.3 immediately following the identification of any Affected Person,

redeem all of the Debentures or, in the case of the Debentures held by an Affected Person, redeem the Debentures held by such Affected Person, by issue of a notice to the Agent, giving not less than 20 Business Days' notice of its intention to effect such redemption (a **Notice of Redemption**). Each Notice of Redemption will specify the last Business Day of the Interest Period ending on or following the expiration of the 20 Business Days' notice period as the date on which such redemption will take place (such date being, the **Early Redemption Date**).

15.2 The Issuer will, once per year, on any Business Day in the calendar month of May (commencing with the first May to arise more than one year following the issuance of the Debentures), make an offer to redeem up to 5 per cent. of the Issue Amount (together with all accrued but unpaid Interest payable in respect of such proportion of Principal) by the issue of a notice to the Agent to effect such redemption on the last Business Day of the then current Interest Period. The Agent shall promptly relay any such offer to the Holders and shall communicate acceptance by any relevant Holders to the Issuer within 20 Business Days of the Issuer's notice making such offer.

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15.3 On an Early Redemption Date, the Issuer shall redeem and repay all Principal outstanding under all of the Debentures in full, together with any and all accrued Interest outstanding and payable under the Debentures to (and including) the Early Redemption Date and, subject to clause 15.4, pay the Early Redemption Fee.

15.4 No Early Redemption Fee shall be payable pursuant to clause 15.3 where an Early Redemption is triggered by clause 15.1.2 or 15.1.3.

15.5 If at any time:

15.5.1 there occurs an NGN Restructuring Event (on which occurrence, the Guarantor shall notify the Issuer as soon as practicable thereafter);

15.5.2 a Negative Certification is made in respect of such NGN Restructuring Event; and

15.5.3 within the NGN Restructuring Period either:

(a) a Rating Downgrade in respect of the NGN Restructuring Event occurs; or

(b) a Negative Rating Event in respect of the NGN Restructuring Event occurs,

a **Regulatory Put Event** shall be deemed to have occurred.

15.6 Promptly upon either the Guarantor or the Issuer being aware of a Regulatory Put Event having occurred and, in any event, within 14 days thereof, either the Guarantor or the Issuer shall, and at any time upon becoming so aware the Agent may, and if so requested by a Special Resolution of the Holders shall (subject to the Agent being indemnified and/or secured (including by way of prefunding) to its satisfaction), give notice (via the Agent) to the Holders of the occurrence of such Regulatory Put Event (such notice, being a **Regulatory Put Event Notice**). The Agent shall promptly relay any such notice given by either the Guarantor or the Issuer to the Holders.

15.7 At any time from receipt of a Regulatory Put Event Notice to the date falling 45 days thereafter (such period, the **Regulatory Put Exercise Period**), upon the Issuer receiving at least five Business Days' notice from the Agent (acting on behalf of the Holders) (such five Business Day period expiring no sooner than the end of the Regulatory Put Exercise Period) (any such notice, a **Put Event Notice**), all of the Debentures shall become due and repayable and the Issuer will, upon the expiry of such Put Event Notice (such date, the **Regulatory Put Event Date**), redeem each and every Debenture at its Principal amount together with any and all Interest accrued to (but excluding) the Regulatory Put Event Date.

16 Application of repayment amounts

16.1 Payments

16.1.1 Any payments required to be made by the Issuer under the Finance Documents shall be made not later than 10:00 a.m. (London time) on the relevant date required for payment (the **Payment Date**) and on such Payment Date, the Issuer (failing which the Guarantor) shall transfer or cause to be transferred such an amount in respect of the payment to the account directed by the Agent (such account being directed in writing at least five (5) Business Days prior to the relevant Payment Date) being, in the case of any payments to the Holders of Debentures, the account held with the Agent and with such reference number as notified or directed by the Agent from time to time.

16.1.2 Any amounts payable under clause 16.1.1 shall be transferred by the Issuer or the Guarantor (or on behalf of the Issuer or the Guarantor) to the above-mentioned account or accounts unconditionally by credit transfer and in immediately available, freely transferable, cleared funds. All such amounts shall be made without set-off, counterclaim, deduction or withholding, unless otherwise required by law.

16.1.3 Subject to clause 16.2, any amounts payable by the Issuer (or the Guarantor) to Holders under the terms of the Debentures shall be apportioned by the Agent into the relevant pro rata proportions and such apportioned payments shall be directed by the Agent to the Cash Account (as defined in the Abundance Terms and Conditions) to be held for and/or paid to Holders in accordance with the Abundance Terms and Conditions.

16.1.4 If the Issuer (or the Guarantor) is required by applicable law to make any withholding or deduction in relation to any amount payable under this clause 16.1, it shall be entitled to make such deduction or withholding and account to the relevant authority in respect of the amount withheld or deducted. Neither the Issuer nor the Guarantor shall be required to increase or gross-up any amount payable to the Beneficiaries under the Finance Documents as a result of any such deduction or withholding.

16.1.5 Subject to clause 16.1.4, any amounts payable under this clause 16.1 are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment.

16.1.6 If, for any reason, the Agent considers in its sole discretion (acting reasonably and in good faith) that amounts to be received in the relevant accounts pursuant to this clause are insufficient to satisfy all claims in respect of all payments under clause 16.1.1 then falling due:

(a) the Agent shall, as soon as reasonably practicable, notify the Issuer and the Guarantor in writing that the full amount has not been received; and

(b) the Agent shall not be obliged to direct the payment in satisfaction of any such claims until the full amount in respect of such claims has been received from the Issuer or the Guarantor, the Issuer or the Guarantor has provided the Agent details of the reason and/or nature of the shortfall and, if an Event of Default

has occurred and is continuing, the Issuer and the Guarantor have confirmed that the relevant steps, actions or pre-conditions under the Finance Documents have

16.2 Application

The Agent shall apply any and all Proceeds received or recovered at any time towards satisfying the obligations of the Issuer under the Finance Documents in the following order:

16.2.1 **firstly**, in or towards payment of any unpaid fees, costs and expenses of the Agent or any Delegate appointed by it;

16.2.2 **secondly**, for the account of the Holders, for application in or towards payment of Debt Liabilities payable to Holders, which shall be allocated in respective pro rata proportions to the Holders of the Debentures in accordance with the following order of priority:

(a) then to any due but unpaid payments of Interest; and

(b) then to any due but unpaid repayments of Principal;

16.2.3 **thirdly**, for the account of the Holders, in or towards payment pro rata of any accrued income, fee or commission owing to the Holders under those Finance Documents;

16.2.4 **fourthly**, in or towards payment pro rata of any other sum due but unpaid under those Finance Documents;

16.2.5 **fifthly**, in payment of the surplus (if any) to the Issuer or any other person entitled to it.

17 Cancellation

17.1 Subject to clause 21 (**Modifications, Waivers or Consents**), the Issuer or any Affiliate of the Issuer may at any time by agreement with the relevant Holder purchase any Debentures at any price by tender, private treaty or otherwise.

17.2 Any Debentures which are repaid, redeemed or purchased by the Issuer shall forthwith be cancelled and shall not be available for re-issue.

18 Events of Default

18.1 Each of the events or circumstances set out in this clause 18.1 (**Events of Default**) is an Event of Default:

18.1.1 **Non-payment:** any failure by an Obligor to pay in full any amount payable under this Deed on its due date or, if a failure to pay is caused by an administrative or technical error or a Disruption Event, within 3 Business Days of its due date; or

18.1.2 **Other obligations:** an Obligor fails to perform or comply with any of its other obligations under the Finance Documents (other than the obligations specified in clause 18.1.1), except where such failure is capable of remedy, and is remedied within 60 days of the earlier of (a) written notice being given by the Agent requiring remedy of such failure; or (b) the date that an Obligor has become aware of such failure; or

18.1.3 **Misrepresentation:** any material representation, warranty or statement made or deemed to have been made by an Obligor in the Finance Documents is or proves to have been incorrect or misleading in any material respect when made or deemed to have been made, unless and to the extent the underlying event or circumstance is remedied within 60 days of the earlier of (a) the date of a written notice from the Agent requiring remedy of such failure; or (b) the date that the Obligor has become aware of such failure; or

18.1.4 Cross default

(a) any Financial Indebtedness of an Obligor is not paid when due or within any originally applicable grace period; or

(b) any Financial Indebtedness of an Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (howsoever described); or

(c) any commitment for any Financial Indebtedness of an Obligor is cancelled or suspended by a creditor as a result of an event of default (howsoever described);

(d) No Event of Default will occur or subsist under this clause 18.1.4 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (c) above is less than £25,000,000 (or its equivalent in any other currency or currencies).

18.1.5 Insolvency:

(a) An Obligor:

(i) is unable or admits inability to pay its debts as they fall due;

(ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;

(iii) suspends or threatens to suspend making payments on any of its debts; or

(iv) by reason of actual or anticipated financial difficulties, commences formal negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness;

(b) a moratorium is declared in respect of any indebtedness of an Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium;

18.1.6 **Insolvency proceedings:** any corporate action, legal proceedings or other procedure or step is taken in relation to:

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(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of an Obligor;

(b) a composition, compromise, assignment or arrangement with any creditor of an Obligor (other than for the purposes of a bona fide, solvent scheme of reconstruction or amalgamation previously approved by a Special Resolution);

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of an Obligor,

or any analogous procedure or step is taken in any jurisdiction, except that this clause 18.1.6 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 20 days of commencement;

18.1.7 **Creditors' process:** any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any substantial part of the assets or undertaking of an Obligor and is not discharged within 60 days;

18.1.8 **Unlawfulness and invalidity:**

(a) it is or becomes unlawful for an Obligor to perform any of its material obligations under the Finance Documents; or

(b) any material obligation of an Obligor under any of the Finance Documents is not or ceases to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Holders under the Finance Documents;

18.1.9 **Cessation of business:** an Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or substantially all of its business, for the purposes of reorganisation on terms previously approved in writing by the Agent or by an Ordinary Resolution;

18.1.10 **Expropriation:** the authority or ability of an Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to that Obligor or any substantial part of its assets, in each case, which has or would have a Material Adverse Effect;

18.1.11 **Energy Act 2004:**

(a) an application is made in respect of the Issuer under Section 156 of the Energy Act 2004 and is not dismissed within 60 days; or

(b) an energy administration order is made in respect of the Issuer by a court under Chapter 3 of Part 3 of the Energy Act 2004 (or, in either case, any equivalent legislation which amends, supplements or supersedes any such relevant provisions of the Energy Act 2004);

18.1.12 **Repudiation and rescission of agreements:** an Obligor rescinds or evidences as an intention in writing to rescind or repudiates or evidences as an intention in writing to repudiate a Finance Document.

18.2 The Issuer or the Guarantor shall promptly notify the Arranger and the Agent of the occurrence of any Event of Default, Change of Control, Adverse Tax or Regulatory Requirement, Negative Rating Event or a Rating Downgrade upon becoming aware of its occurrence (and the steps, if any, being taken to remedy it).

18.3 If any Event of Default occurs and is continuing, the Agent, if so directed in writing by Holders of at least 25 per cent. of the Principal (or by a Special Resolution of the Holders), shall:

18.3.1 by notice in writing (an **Acceleration Notice**) declare all amounts accrued or outstanding under the Debentures and this Deed to be immediately due and payable, at which time they shall become immediately due and payable;

18.3.2 be permitted, at the cost and expense of the Issuer (such costs to be proper and reasonable and as far as practicable agreed in advance of appointment), to appoint accountants, lawyers or technical advisers as agreed by the Agent and the Issuer to protect the Holders' interests (taken as a class) under the Finance Documents and to investigate the Event of Default; or

18.3.3 permit the appointment of a Holder Representative in accordance with the terms of the Schedule to the Abundance Terms and Conditions.

18.4 No Holder shall be entitled to take any Enforcement Action or to exercise any other rights, discretions or powers or to grant any consents or releases under or pursuant to any Finance Document, or enforce any provision of this Deed or waive, cure or consent to any Event of Default or proposed breach of the terms of this Deed except where such action is permitted by and in accordance with the Abundance Terms and Conditions (and subject to the terms of this Deed).

18.5 An Acceleration Notice must be withdrawn with immediate effect by the Agent by way of notice to the Issuer and the Holders if it is directed to do so in writing by Holders of at least 25 per cent. of the Principal (or by a Special Resolution of the Holders) to the effect that the Event of Default or Events of Default in relation to which an Acceleration Notice has been given is or are cured

or waived and that such Holders wish that Acceleration Notice to be withdrawn, whereupon that Acceleration Notice will automatically be deemed to be withdrawn and will have no further effect in relation to the Debenture but without prejudice to any rights or obligations which may have arisen before the Agent withdraws such Acceleration Notice. No such withdrawal shall affect any other Event of Default or any subsequent Event of Default or any right of any Holders in relation thereto.

18.6 If an Acceleration Notice has been provided by the Agent in accordance with clause 18.3 and such notice has not been withdrawn in accordance with clause 18.5, that Acceleration Notice shall automatically apply to all the Debentures and the Agent shall ensure that any Proceeds following that Acceleration Notice shall be applied in accordance with clause 16 (**Application of repayment amounts**).

19 Notices

19.1 The Issuer will give each notice, and will send any other document, to a Holder by sending such notice to the Agent (by email to support@abundanceinvestment.com) who will in turn send any document to the relevant Holder using the Abundance Service (which, for the avoidance of doubt, includes the use of e-mail). Each Holder agrees that the Issuer may rely on the Agent to deliver any such notice in accordance with the Abundance Terms and Conditions.

19.2 Any notice from the Holders (or the Agent acting on their behalf) to the Issuer contemplated by this Deed may be given by email to the Issuer at: treasury@northerngas.co.uk, with a copy to aconnell@northerngas.co.uk, and or to such other address as otherwise directed by the Issuer from time to time.

19.3 A notice, document or information sent or supplied by electronic means to an address specified for the purpose is deemed to be given to or received by the intended recipient on the same day it was sent, and in proving service it is sufficient to prove that the communication was properly addressed and sent.

19.4 The Agent shall promptly send to each Holder details of each communication received by it under any Finance Document via the Abundance Service if it is obliged to do so under the terms of the Finance Document.

19.5 The Agent agrees that it will notify the Issuer and the Guarantor and each Holder as soon as reasonably practicable if it takes any Enforcement Action.

19.6 The Agent shall promptly forward to the Issuer and the Guarantor a copy of any notice or communication addressed to the Issuer and/or the Guarantor by any Holder which is received by the Agent.

20 Meetings of Holders, Voting and Modifications to the Deed

20.1 The Abundance Terms and Conditions include provisions for:

20.1.1 convening meetings of Holders;

20.1.2 voting and quorum requirements and powers exercisable in respect of an Ordinary Resolution, Special Resolution or a Written Resolution; and

20.1.3 the ability to appoint (and powers of) a Holders Representative.

21 Modifications, Waivers or Consents

21.1 Provided a Holder Representative (if one has been duly appointed) does not object, the Agent may, without the consent or sanction of the relevant Holders, authorise or sanction any modification of or waive or consent to any breach or proposed breach of, any provisions

of this Deed or other Finance Document, which the Agent considers, in its sole opinion and as agreed with the Issuer, to be of a formal, minor or technical nature or to be necessary to correct a manifest error or to comply with any mandatory provisions of law or, in the case of a waiver of or consent to a breach or proposed breach, is not materially prejudicial to the interests of the relevant Holders.

21.2 Neither the Issuer nor the Agent shall make or concur in making any modification to give any consent under, or grant any waiver in respect of, any breach or proposed breach of any Finance Document to which it is a party if such modification, consent or waiver:

21.2.1 is not a matter to which the provisions of paragraph 21.1 apply;

21.2.2 is a Non-Reserved Matter, unless and until the provisions of paragraph 21.4 below have been complied with; or

21.2.3 is a Reserved Matter, unless and until the provisions of paragraph 21.3 below have been complied with.

21.3 The following matters, actions or provisions of a Finance Document (each a **Reserved Matter**) may, from time to time, be modified or, in the case of an actual breach or alleged breach of any such provision, waived or consented to with the approval or sanction of a Special Resolution passed in accordance with the Schedule to the Abundance Terms and Conditions:

21.3.1 any compromise or arrangement proposed to be made between the Issuer, the Agent and the Holders or any of them;

21.3.2 any abrogation, modification or compromise or any arrangement in respect of the rights of the Holders against the Issuer or the rights of the Issuer against the Holders, whether such rights arise under a Finance Document or otherwise;

The legal agreement

21.3.3 any scheme for the reconstruction of the Issuer or for the amalgamation of the Issuer with any other company;

21.3.4 postponing or advancing the time for the making of any payment, repayment or redemption under any Finance Document;

21.3.5 any change that has the effect of reducing or increasing any amount payable or rate of any payment under a Finance Document;

21.3.6 changing the basis on which any payments under a Finance Document are calculated or applied (including, without limitation, the frequency of any payment or the length of any payment period or period in which a payment is calculated, the currency of payment, the capitalisation of any amount that would otherwise be payable or changing any relevant definitions that are used for those purposes);

21.3.7 imposing any condition or otherwise changing the Issuer's obligation to make payments of principal, interest or any other amount in respect of the Debentures;

21.3.8 the appointment of any persons (whether Holders or not) as a committee or committees to represent the interests of the Holders and to confer upon such committee any powers or discretions which the Holders could themselves exercise by Special Resolution;

21.3.9 the exchange or substitution of the Debentures for or the conversion of the Debentures into shares, bonds or other obligations or securities of the Issuer or any other person or any proposal or scheme to do the same;

21.3.10 any change in the law governing the Finance Documents or change to the court to whose jurisdiction the Issuer has submitted under the Finance Documents;

21.3.11 any change to the seniority or legal ranking of the Debentures;

21.3.12 except as permitted by any related guarantee, any release of any guarantee issued in relation to the Finance Documents or change to the terms of that guarantee;

21.3.13 any waiver of or consent to any Event of Default or modification (or proposed modification) to the definition of any Event of Default or any other provisions of a Finance Document describing circumstances in which Debentures may be declared due and payable prior to their scheduled maturity date;

21.3.14 any modification to clauses 7, 16, 18.4, 18.5, 18.6 or this clause 21 of this Deed, the definition of Ordinary Resolution or Special Resolution, or any modification to paragraphs 3.6, 5, 6, 7 or 10 of the Schedule to the Abundance Terms and Conditions, or any modification to any majority required to pass any such resolution or any modification to the number of votes required to be cast or the number or percentage of Debentures required to be held, or any modification to any quorum for the holding of any meeting of Holders;

21.3.15 power to authorise the Agent to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Special Resolution;

21.3.16 any modification to any clause of or definition within a Finance Document under which Debentures or Holders of Debentures are expressed to be treated the same, equally or rateably as between themselves;

21.3.17 the retirement or removal of the Agent and/or the approval of a successor Agent other than in accordance with the Schedule to the Abundance Terms and Conditions; or

21.3.18 any modification to the definitions of **Acceleration Notice**, **Instructing Party** or **Enforcement Action** in this Deed.

21.4 Every Non-Reserved Matter may, from time to time, be modified or, in the case of a breach or proposed breach of any such matter or provision, waived or consented to with the sanction of an Ordinary Resolution.

21.5 Any modification, consent or waiver that has been duly authorised or sanctioned in accordance with this clause 21 shall:

21.5.1 be notified by the Agent to the Issuer, the Guarantor and Holders as soon as reasonably practicable after such modification, consent or waiver has been so authorised or sanctioned; and

21.5.2 be binding on all the Holders and the Holders hereby authorise the Agent and the Issuer and the Guarantor to execute and deliver on its behalf such deeds or documents required to implement such modification or the terms of such consent or waiver in accordance with clause 21.6.

21.6 In the case of any modification, consent or waiver that has been duly authorised or sanctioned in accordance with this clause 21, as soon as reasonably practicable after such authorisation or sanction, the Agent, the Issuer and the Guarantor, shall execute and deliver any deeds, documents or notices as may be required to be executed and/or delivered in order to give effect to the terms of such modification, waiver or consent (provided that any failure of those parties to meet such timing shall not invalidate the modification, consent or waiver).

22 Execution and Registration of Finance Documents

In addition to the Abundance Terms and Conditions and in accordance with the Offer Document, each Holder has appointed the Agent or such person or persons as the Agent may nominate to execute (whether under seal or under hand) and deliver any Finance Document to be executed and delivered on its behalf.

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23 No Dealings

The Debentures are not capable of being dealt or listed on any stock exchange or other public market in the United Kingdom or elsewhere and no application has been, or is intended to be made, for the Debentures to be listed or otherwise traded on any such stock exchange or other public market.

24 Certificates and Determinations

Any certification or determination by the Agent of a rate or amount under any Finance Document is, in the absence of manifest or proven error, conclusive evidence of the matters to which it relates.

25 Rights and Obligations

25.1 No rights are conferred on any person 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 any person which exists or is available apart from that Act.

25.2 Abundance provides services in accordance with arrangements it has with the Issuer and operates the Abundance Service in accordance with the Abundance Terms and Conditions as agreed by Members.

26 Costs and expenses

26.1 Enforcement and preservation costs

The Issuer shall, within 5 Business Days of demand, pay to the Agent the amount of all costs, fees and expenses (including legal fees) together with any associated VAT properly incurred by the Agent in connection with the enforcement of or the preservation of any rights under any Finance Document or proceedings instituted by or against the Agent as a consequence of enforcing these rights under the Finance Documents.

26.2 Amendment costs

If the Issuer requests or requires an amendment, waiver or consent, the Issuer shall, within 5 Business Days of demand, pay to the Agent the amount of all costs, fees and expenses (including legal fees) together with any associated VAT reasonably and properly incurred by the Agent in responding to, evaluating, negotiating or complying with that request or requirement.

27 Inspection

A copy of this Deed shall be kept at the registered office of the Issuer and any Holder and any person duly authorised in writing by a Holder may at all reasonable times during office hours inspect it, subject to compliance with the Issuer's reasonable site safety and security requirements including but not limited to applicable UK Government COVID-19 Secure guidelines and confidentiality requirements.

28 Endorsement

A memorandum of execution of any deed supplemental to this Deed shall be endorsed by the Issuer on this Deed.

29 Conflict

If there is a conflict between the terms of this Deed and the Abundance Terms and Conditions, the terms of this Deed will prevail.

30 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

31 Governing Law and Jurisdiction

31.1 Governing Law

31.1.1 This Deed shall be governed by and construed in accordance with English law, and all claims and disputes between the parties or any of them arising out of or in connection with this Deed (whether or not contractual in nature) shall be determined in accordance with English law.

31.1.2 If in any court any party argues that a court other than the courts of England and Wales has jurisdiction to determine any dispute or difference between the parties or any of them arising out of or in connection with this Deed that issue shall be determined in accordance with English law, and any right any party might otherwise have to rely upon the law of the forum or any other law is hereby irrevocably and unconditionally waived.

31.2 Submission to jurisdiction

31.2.1 Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters arising out of or in connection with this Deed, provided that nothing in this clause shall prevent the Agent in its sole and unfettered discretion, from commencing proceedings against any other party in any court of competent jurisdiction.

31.2.2 Each Party irrevocably waives any right that it may have:

(a) to object on any ground to an action being brought in the courts of England and Wales, to claim that the action brought in the courts of England and Wales has been brought in an inconvenient forum, or to claim that the courts of England and Wales do not have jurisdiction. The waiver contained in this clause 31.2.2(a) includes a waiver of all formal and substantive requirements of any otherwise competent jurisdiction in relation to this clause 31.2.2(a);

(b) to oppose the enforcement of any judgment of any court of England and Wales whether on any ground referred to in clause 31.2.2(a) or otherwise.

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

Schedule 1

Conditions Precedent

Part 1: Conditions precedent to Launch

1 Corporate authorisations

1.1 A copy of the constitutional documents of the Issuer and the Guarantor.

1.2 A copy of a resolution of the board of directors of the Issuer and the Guarantor:

1.2.1 approving the terms of, and the transactions contemplated by, the Finance Documents and resolving that it execute, deliver and perform the Finance Documents;

1.2.2 authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf, to give all notices and take all other action in connection with the Finance Documents.

1.3 A copy of a resolution signed by all the holders of the issued shares of each of the Issuer and the Guarantor approving the terms of, and the transactions contemplated by, the Finance Documents to which it is party.

1.4 A certificate (signed by a director) of each of the Issuer and the Guarantor as at a date no earlier than the date of this Deed confirming that:

1.4.1 borrowing or guaranteeing (as applicable) the Issue Amount would not cause any borrowing or guaranteeing (as applicable) limit binding on it to be exceeded;

1.4.2 certifying that each copy document relating to it specified in this Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Deed; and

1.4.3 containing a specimen of the signature of each person authorised by the resolutions referred to in paragraph 1.2 above.

2 Finance Documents

Two original copies of this Deed duly executed by each of the parties thereto.

3 Other evidence

3.1 A duly signed copy of the engagement letter between the Issuer and Abundance Investment Ltd.

3.2 Satisfaction of (and such evidence as may be required in order to complete) the Agent's "know your customer" and such other regulatory or administrative checks and compliance processes in respect of the Issuer.

3.3 A copy of any other Authorisation or other document, report, or assurance or evidence which the Agent considers to be necessary in connection with the entry into and performance of the transactions contemplated by any of the Finance Documents or for the validity and enforceability of any of the Finance Documents.

Part 2: Conditions precedent to the Effective Date

Prior to the Holders subscribing for and the Debentures being issued (in accordance with clause 3.4), the Issuer must have provided the Agent with all of the following documents and evidence in form and substance satisfactory to it:

1 Regulatory

The Arranger has confirmed that the Cooling-off Period has expired in respect of each prospective Holder.

Schedule 2

Holder Restrictions

1 The Debentures may only be acquired or held by Members who are eligible to invest in accordance with the Abundance Terms and Conditions, which, as at the date of this Deed, includes:

1.1 individuals aged 18 years or over who have their permanent residence in the United Kingdom;

1.2 those who are not individuals, being persons who have a permanent place of business in the United Kingdom and are duly incorporated, authorised, established or formed in accordance with the relevant laws and regulations in the relevant the United Kingdom; or

1.3 other Members who fulfil all the applicable criteria of eligibility to acquire and to hold Debentures in accordance with the Abundance Terms and Conditions from time to time.

2 The Debentures may not be acquired or held by any Restricted Person.

3 The Debentures have not been and will not be registered under the United States Securities Act of 1933, as amended, or qualified for sale under the laws of the US or under the laws of any country, jurisdiction, state or territory outside the UK.

The legal agreement

4 The Issuer, or Abundance on its behalf, may require reasonable evidence that a proposed transfer is exempt from or not subject to a registration or similar requirement in the US or any other jurisdiction outside the United Kingdom.

Schedule 3 Representations and Warranties

1 Each of the Issuer and the Guarantor represents and warrants to each of the Beneficiaries that:

1.1 Status

It is a company, duly incorporated and validly existing under the laws of its Original Jurisdiction and has full power to own its assets and carry on its business;

1.2 Binding Obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by it in each of the Finance Documents to which it is party are legal, valid, binding and enforceable obligations;

1.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is party:

1.3.1 do not conflict with any law or regulation applicable to it; and

1.3.2 do not and will not conflict with its constitutional documents or any agreement or instrument binding upon it or any of their assets,

in each case, to an extent which has or is reasonably likely to have a Material Adverse Effect;

1.4 Power and Authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is party and the transactions contemplated by the Finance Documents to which it is party;

1.5 Validity and admissibility in evidence

It has obtained all required or desirable Authorisations to enable it to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is party and to make them admissible in evidence in its jurisdiction of incorporation. Any such Authorisations are in full force and effect;

1.6 Governing law and enforcement

The choice of governing law of the Finance Documents to which it is party will be recognised and enforced in its jurisdiction of incorporation and any judgment obtained in England or Wales in relation to a Finance Document will be recognised and enforced in that jurisdiction;

1.7 Insolvency

No:

1.7.1 corporate action, legal proceeding or other procedure or step described in clause 18.1.6 (**Insolvency Proceedings**); or

1.7.2 creditors' process described in clause 18.1.7 (**Creditors' Process**),

have been taken or, to its knowledge, threatened in relation to it; and none of the circumstances described in clause 18.1.5 (**Insolvency**) of this Deed applies to it;

1.8 No default

1.8.1 no Event of Default is continuing or is reasonably likely to result from the entry into or the performance of any Finance Document by it, or the issuance of the Debentures by it;

1.8.2 no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it or a substantial part of its assets are subject which has or is reasonably likely to have a Material Adverse Effect;

1.9 Information

1.9.1 To the best of its knowledge and belief (having taken all reasonable care to ensure it is so) all information that it has given in connection with the Offer Document and the Finance Documents was true and accurate in all material respects as at the date it was provided, as at any date the information is expressed to be given or (as the case may be) as at the date of the relevant document containing the information;

1.9.2 Any financial projections contained in the information referred to in paragraph 1.9.1 above have been prepared on the basis of both recent and historical information and on the basis of reasonable assumptions and was fair (as at the date of the relevant report or document containing the projection or forecast) and arrived at after careful consideration;

1.9.3 No event or circumstance has occurred or arisen and no information has been omitted from the information referred to in paragraph 1.9.1 and no information has been given or withheld that results in the information, opinions, intentions, forecasts or projections contained in the information referred to in paragraph 1.9.1 being untrue or misleading in any material respect;

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1.10 Financial Information

1.10.1 The most recent financial statements delivered pursuant to paragraph 3 (**Financial Information**) of Schedule 4 (**Positive Undertakings**) of this Deed fairly present its financial condition as at the end of, and consolidated or unconsolidated (as applicable) results of operations for, the period to which they relate;

1.10.2 Since the date of the most recent financial statements delivered pursuant to paragraph 3 (**Financial Information**) of Schedule 4 (**Positive Undertakings**) of this Deed there has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group);

1.11 No litigation

1.11.1 Other than as disclosed by the Issuer in the Offer Document, no litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against;

1.11.2 No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it;

1.12 No breach of laws

It has not breached any law or regulation where breach would have a Material Adverse Effect;

1.13 Environmental laws

No Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against it where that claim has a reasonable prospect of success and has or is reasonably likely to have, if determined against it, a Material Adverse Effect;

2 The representations and warranties set out in this Schedule 3 (**Representations and Warranties**) (other than paragraph 1.10.2 (**Financial information**)) are made by each of the Issuer and the Guarantor on the date of this Deed, on the date on which the last of the documents and evidence specified in Part 1 of Schedule 1 (**Conditions precedent to Launch**) of this Deed is provided to the Agent in form and substance satisfactory to it, and on the Effective Date.

3 Subject to paragraph 4 below, the Repeating Representations are also deemed to be made by the Issuer and the Guarantor on the first day of each Interest Period by reference to the facts and circumstances then existing.

4 The Repeating Representation contained in paragraph 1.10.1 (**Financial Information**) above shall be deemed to be made by the Issuer and the Guarantor in relation to each set of financial statements delivered under this Deed when such financial statements are provided to the Agent.

5 Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

Schedule 4

Positive Undertakings

Subject to the terms of this Deed, each of the Issuer and the Guarantor undertakes to the Beneficiaries as follows:

1 Authorisations

Each of the Issuer and the Guarantor shall promptly:

1.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

1.2 supply certified copies to the Agent of, any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document or that enable it to own its assets and carry on its business as it is being conducted.

2 Compliance with laws

Each of the Issuer and the Guarantor must comply with any law or regulation (including any Environmental Law) to which it is subject where failure to do so would materially impair its ability to perform its obligations under the Finance Documents.

3 Financial Information

3.1 Each of the Issuer and the Guarantor shall supply to the Agent copies of:

3.1.1 as soon as they become available, but in any event within 180 days after the end of each of its financial years, its audited financial statements for that financial year; and

3.1.2 promptly on request, such further information regarding its financial condition, assets and operations of (including any requested amplification or explanation of any item in the financial statements, budgets or other material provided by the Issuer pursuant to this Deed) as the Agent may reasonably request.

3.2 Each set of financial statements delivered to the Agent pursuant to this paragraph 3 (Financial Information) shall be certified by a director of the Issuer or Guarantor (as applicable) as giving a true and fair view of its financial condition as at the date at which those financial statements were drawn up.

4 Financial Statements

Each of the Issuer and the Guarantor shall ensure that the financial statements delivered to the Agent pursuant to paragraph 3 (**Financial Information**) above shall:

4.1 be prepared in accordance with the Accounting Principles, as applied to the first set of financial statements delivered to in accordance with this Deed; and

4.2 fairly present the Issuer's assets, liabilities, financial position and profit or loss during the relevant accounting period; and

4.3 in the case of its audited financial statements for that financial year, have been approved by the Issuer's directors in compliance with section 393 of the Companies Act 2006.

5 Environmental compliance

Each of the Issuer and the Guarantor shall and shall procure that each member of the Group (so far as such entity is within its control):

5.1 complies with all Environmental Law;

5.2 obtains, maintains and ensures compliance with all requisite Environmental Permits;

5.3 implements procedures to monitor compliance with and to prevent liability under any Environmental Law, where failure to do so has or is reasonably likely to have a Material Adverse Effect.

6 Environmental claims

Each of the Issuer and the Guarantor shall inform the Agent in writing of:

6.1 any Environmental Claim against it or any member of the Group which is current, pending or threatened; and

6.2 any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against it or any member of the Group,

where the claim has a reasonable prospect of success and is reasonably likely to have a Material Adverse Effect.

7 Access

Each of the Issuer and the Guarantor shall allow the Agent or any person or persons appointed on the Agent's or Holders' behalf in accordance with clauses 18.3.2 or 18.3.3 (Events of Default) of this Deed (respectively) or the Schedule to the Abundance Terms and Conditions (each a **Holder Appointee**) and any of their officers, employees and professional advisers and agents to have, and shall ensure that the Agent and/or the Holder Appointee (as applicable) are, at a time when an Event of Default has occurred and is continuing or the Agent reasonably suspects that an Event of Default has occurred, given reasonable access to its premises, relevant assets, books, accounts and records during normal business hours on reasonable notice, being notice which is given no less than 10 Business Days prior to the proposed day of access, and further provided that such

requests are made no more frequently than once in any six-month period. Any such access granted under this clause shall be subject to compliance with the Issuer's reasonable site safety and security requirements including but not limited to Covid Secure guidelines and confidentiality requirements.

Schedule 5

Negative Undertakings

1 Subject to the terms of this Deed, each of the Issuer and the Guarantor undertakes to the Beneficiaries that it shall not, without the prior written consent of the Agent:

1.1 Negative Pledge

create or permit to subsist any encumbrance over any of its assets, other than Permitted Security;

1.2 Disposals

enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, licence, surrender, set-off or otherwise to dispose of any asset, except for any sale, lease, transfer, licence, surrender, set-off or other disposal:

1.2.1 made in the ordinary course of trading of the disposing entity;

1.2.2 of assets in exchange for other assets comparable or superior as to type, value and quality (other than an exchange of a non-cash asset for cash);

1.2.3 of Northern Gas Networks Operations Limited; or

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1.2.4 where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under paragraphs 1.2.1 to 1.2.3 above) does not exceed £60,000,000 (or its equivalent in another currency or currencies) in any financial year,

provided that no such sale, lease, transfer, licence, surrender, set-off or other disposal (whether or not they exceed the above threshold either alone or in aggregate) would result in a breach of the Licence or any conditions attaching thereto.

1.3 Merger

enter into any amalgamation, demerger, merger or corporate reconstruction, without the prior consent of the Holders by Ordinary Resolution;

1.4 Change in business

allow any substantial change to be made to the general nature of the business of the Issuer or the Group from that carried on at the date of this Deed;

1.5 Conversion

convert the Debentures or any repayments of Principal or payments of Interest in relation to the same into shares or any other securities of the Issuer without the sanction of a Special Resolution in accordance with the Schedule to the Abundance Terms and Conditions.

Schedule 6 Cash Return Schedule

Cash Return Period end date (for interest calculation)	Cash Return Date	Interest income	Principal repayment	Total return	Outstanding principal at beginning of period
30 Jun 21	15 Jul 21	*	£0.00	*	£1,000,000
31 Dec 21	31 Dec 21	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 22	30 Jun 22	£7,934.25	£0.00	£7,934.25	£1,000,000
31 Dec 22	31 Dec 22	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 23	30 Jun 23	£7,934.25	£0.00	£7,934.25	£1,000,000
31 Dec 23	31 Dec 23	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 24	30 Jun 24	£7,978.08	£0.00	£7,978.08	£1,000,000
31 Dec 24	31 Dec 24	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 25	30 Jun 25	£7,934.25	£0.00	£7,934.25	£1,000,000
31 Dec 25	31 Dec 25	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 26	30 Jun 26	£7,934.25	£0.00	£7,934.25	£1,000,000
31 Dec 26	31 Dec 26	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 27	30 Jun 27	£7,934.25	£0.00	£7,934.25	£1,000,000
31 Dec 27	31 Dec 27	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 28	30 Jun 28	£7,978.08	£0.00	£7,978.08	£1,000,000
31 Dec 28	31 Dec 28	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 29	30 Jun 29	£7,934.25	£0.00	£7,934.25	£1,000,000
31 Dec 29	31 Dec 29	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 30	30 Jun 30	£7,934.25	£0.00	£7,934.25	£1,000,000
31 Dec 30	31 Dec 30	£8,065.75	£0.00	£8,065.75	£1,000,000
30 Jun 31	30 Jun 31	£7,934.25	£1,000,000	£1,007,934.25	£1,000,000

* The interest in the Initial Interest Period cannot be known at this time.

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Signatures

The Issuer

Executed as a Deed by)
Northern Gas Networks Finance plc)
acting by)

Title: Director

Name:

Title: Secretary

Name:

The Guarantor

Executed as a Deed by)
Northern Gas Networks Limited)
acting by)

Title: Director

Name:

Title: Secretary

Name:

The Arranger

Executed as a Deed by)
Abundance Investment Ltd)
acting by)

Title: Director

Name:

In the presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

.....

.....

The Agent

Executed as a Deed by)
Abundance Investment Ltd)
acting by)

Title: Director

Name:

In the presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

.....

.....

Our service providers

Issuer:

Northern Gas Networks Finance Plc

Company number: 05575923
1100 Century Way
Thorpe Park Business Park
Colton
Leeds LS15 8TU

Guarantor:

Northern Gas Networks Limited

Company number: 05167070
1100 Century Way
Thorpe Park Business Park
Colton
Leeds LS15 8TU

Legal advisors to Northern Gas Networks:

Burges Salmon LLP

One Glass Wharf
Bristol BS2 0ZX

Arranger and distributor:

Abundance Investment Ltd (Abundance)

16 Linen House
253 Kilburn Lane
London W10 4BQ

Legal advisors to Abundance:

Keystone Law Limited

48 Chancery Lane
London WC2A 1JF

TLT LLP

1 Redcliff Street
Bristol BS1 6TP

The Finance Documents, as defined in the Deed on page 33, can be made available on request.

Terms and conditions for the use of the Abundance service are available at www.abundanceinvestment.com

We would like to thank you for taking the time to read our Offer Document. Northern Gas Networks Finance Plc accepts responsibility for the information it contains, which is true to the best of our knowledge and belief (having taken all reasonable care to ensure this is so) and reflects the facts without omitting anything which could affect its importance.



Mark Horsley

Chief Executive Officer, Northern Gas Networks Limited