

The Bond Instrument

THIS INSTRUMENT is made by **DEED** on 31 January 2025

BETWEEN

BATH AND WEST COMMUNITY ENERGY LIMITED a community benefit society registered with the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 with registration number 30960R and whose registered office is at 1-2 Queens Parade Place, Bath, BA1 2NN ("**BWCE**").

ABUNDANCE INVESTMENT LTD, a company incorporated in England and Wales with registered number 07049166 and having its registered office at Hamilton House, Mabledon Place, London, England, WC1H 9BB (the "**Agent**" or the "**Arranger**"). **Recital**

BWCE has, by resolution of its board of directors passed on 22 January 2025, resolved to create up to a maximum nominal amount of £1,200,000 (one million, two hundred thousand pounds Sterling) unsecured bonds, to be constituted and issued in the manner set out in this instrument.

Now this instrument (made by deed) witnesses as follows:

Agreed terms

1 Definitions and interpretation

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

Abundance means Abundance Investment Ltd which is authorised and regulated by the Financial Conduct Authority ("**FCA**") with FCA registration number 525432.

Abundance Schedule means the Schedule to the Abundance Terms and Conditions, as amended by Schedule 6 to this instrument.

Abundance Service means the website, services and the Marketplace operated by Abundance at 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 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 BWCE.

Acceleration Notice has the meaning given in clause 9.3.1.

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

Affected Person means any person which Abundance or BWCE, in its discretion (acting reasonably and in good faith and after consulting with the other), determines is ineligible to acquire or hold Bonds 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, in its capacity as agent (which expression shall include any successor agent appointed in accordance with the Abundance Schedule).

Arranger means Abundance in its capacity as arranger (which expression shall include any successor agent appointed in accordance with the Abundance Schedule).

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).

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

Bonds means up to £1,200,000 (one million, two hundred thousand pounds Sterling) unsecured bonds constituted by this instrument or, as the case may be, the amount of such bonds for the time being issued and outstanding.

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

Conditions means the conditions set out in Schedule 1: Part 2 as from time to time amended and Condition shall be construed accordingly.

Debt Liabilities means all monies and obligations due, owing or incurred to the Agent and the Bondholders or any of them by BWCE (whether present or future, actual or contingent and whether incurred as principal or surety) pursuant to this instrument.

Default Interest has the meaning given in Condition 5.6 of Schedule 1: Part 2 (*The Conditions*) (*Default Interest*) of this instrument.

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

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 Bonds (or otherwise in order for the transactions contemplated by instrument to be carried out) which disruption is not caused by, and is beyond the control of, any of the parties to this instrument; 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 this instrument:

(i) from performing its payment obligations under it; or

(ii) from communicating with other parties in accordance with the terms of this instrument,

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

Eligible EEA Country has the meaning given to it in the Abundance Terms and Conditions.

Enforcement Action means any formal legal action or formal legal step taken by any Bondholder, the Agent or any Delegate whatsoever to enforce its rights against BWCE under a 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 BWCE; or

(b) to commence legal proceedings against BWCE; 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.

Enforcement Date means the date on which any Enforcement Action is taken by a Bondholder or the Agent (and where more than one action is taken, the date of the earlier action will apply).

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

(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 of any member of the Group conducted on or from the properties owned or used by any member of the Group.

Event of Default means any of those events specified in clause 9

Extended Period means a period of 12 months.

Financial Indebtedness means any obligation (whether incurred as principal or surety and whether present, future, actual or contingent) for the payment or repayment of any indebtedness in respect of money borrowed or debt balances at any financial institution or under any bond, note, loan, debenture, loan stock or similar instrument, finance or capital lease, acceptance credit or bill discounting facility or guarantee and/or counter-indemnity obligation in respect of any of the above.

Finance Documents means this instrument and any document designated as such in respect of this instrument by the Arranger and BWCE.

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

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First Repayment Date means 31 May 2030.

Group means BWCE and any Subsidiary or Holding Company from time to time of BWCE (and the expression member of the Group shall be construed accordingly).

Holder Representative means the Bondholders appointed as a committee to represent the interests of Bondholders in accordance with the Abundance Schedule.

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

Initial Interest Period means the period starting on the Interest Start Date and ending on 31 July 2025.

Initial Offer Subscription Period the period of approximately 4 months from the date of the Offer Document and which period can be extended by up to 2 months further to the terms of the Offer Document.

Interest means any amount of interest payable to a Bondholder in accordance with Condition 5 (*Interest*) of Schedule 2 Part 1 of this instrument.

Interest Payment Date has the meaning given to it in Condition 5.3 (*Interest*) of Schedule 2 Part 1 of this instrument.

Interest Period means each 12 month period starting on the date of the commencement of the Ongoing Interest Period, or, if different, the final Repayment Date when all Bonds are redeemed in full.

Interest Rate means 5.5% per annum.

Interest Start Date the date a Bondholder invests in Bonds under the terms of this instrument.

Intra-Group Debt means loans or long term credit made available by one member of the Group to another member of the Group, to the extent constituting Financial Indebtedness owed by one member of the Group to another member of the Group.

Issue Amount means the total aggregate principal amount of all of the Bonds issued under this instrument.

Instructing Party means:

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

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

Material Adverse Effect means a material adverse effect on:

(a) the ability of BWCE to perform its or their (as applicable) payment obligations under this instrument; or

(b) the validity or enforceability of this instrument and/or the Offer Document against BWCE or the rights or remedies of any of the Bondholders or the Arranger or the Agent against BWCE under any of this instrument and/or the Offer Document.

Members has the meaning given in the Abundance Terms and Conditions.

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 BWCE and/or Agent without Bondholder consent in accordance with clause 12.1 (*Modifications, Waivers or Consents*).

Offer means the offer of Bonds issued by BWCE contained in the Offer Document and made subject to the terms of this instrument.

Offer Document means the financial promotion produced by BWCE describing BWCE's offer of Bonds dated on or about the date of this instrument as amended or updated from time to time.

Ongoing Interest Period means the period commencing on 1 August 2025 and ending on the Repayment Date when all Bonds (and accrued interest) are redeemed in full.

Ordinary Resolution means a resolution passed at a meeting of the Bondholders duly convened and held in accordance with the Abundance Schedule by the relevant majority set out in paragraph 6.5 of the Abundance Schedule or passed by written resolution in accordance with paragraph 5.4 of the Abundance Schedule.

Permitted Loan means:

(a) any loan or long-term credit made by BWCE which represents Intra-Group Debt;

(b) any other loan or long-term credit made by BWCE (a "**Non Intra-Group Debt Loan**") which which together with all other Non Intra-Group Debt Loans, does not exceed an aggregate amount of £50,000 (or its equivalent) at any time; and

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(c) trade credit, guarantees, indemnities, bonds and letters of credit granted, given or issued by BWCE on arm's length terms and in the ordinary course of its business to suppliers, customers or partners.

Principal means, unless the context requires otherwise, the aggregate principal amount of the Bonds or the principal amount of the relevant Bonds held by any Bondholder, 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 this instrument after deducting (to the extent not already deducted) all sums which the Agent is required by the terms of this instrument or by applicable law to pay to any other person before distributing any such receipts or recoveries to any of the Agent or the Bondholders.

Redemption Notice means a notice of redemption of Bonds, detailing the amount of Principal to be redeemed, issued by BWCE or the Bondholder prior to the First Repayment Date and/or any Extended Period, further to the provision of Condition 3 of Schedule 1 Part 2 (*Conditions*) of this instrument.

Register means the register of Bondholders kept and maintained in accordance with this instrument.

Repayment Date means:

(a) the First Repayment Date; or

(b) the date being the last date of such other Extended Periods thereafter, as determined further to Condition 3 of Schedule 1 Part 2 (*Conditions*).

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*), and paragraph 1.11 (*Financial information*) of Schedule 3 (*Representations and Warranties*) of this instrument.

Reserved Matter has the meaning given in clause 12.3 (*Modifications, Waivers or Consents*).

Restricted Person means any person who does not fulfil any criteria of eligibility to invest and/or to hold Bonds set out in the Abundance Terms and Conditions from time to time including (without limitation): (i) any US Person; or (ii) 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 (iii) any Affected Person.

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person.

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

Special Resolution means a resolution passed at a meeting of the Bondholders duly convened and held in accordance with the Abundance Schedule by the relevant majority set out in paragraph 6.5 of the Abundance Schedule or passed by written resolution in accordance with paragraph 5.4 of the Abundance Schedule.

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

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (and Subsidiaries shall be construed accordingly).

UK means the United Kingdom.

US means the United States of America.

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).

BWCE may determine (acting reasonably) whether a person acquiring or holding Bonds (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.

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.

Written Resolution means a resolution passed in accordance with the Abundance Schedule.

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1.2 Any reference in this instrument to:

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

1.2.2 a includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.3 repayment includes redemption and vice versa and the words repay, redeem, repayable, redeemed and repaid shall be construed accordingly.

1.3 In this instrument unless the contrary intention appears:

1.3.1 terms defined in the Abundance Terms and Conditions have the same meaning in this instrument;

1.3.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this instrument;

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

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

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

1.3.6 A reference to this instrument 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 instrument 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;

1.3.7 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;

1.3.8 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;

1.3.9 References to the Bonds include references to all and/or any of the Bonds;

1.3.10 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;

1.3.11 Headings are inserted for convenience and do not affect the interpretation of this instrument;

1.3.12 A reference in this instrument 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 Abundance Schedule; and

1.3.13 A reference to an Event of Default continuing means that it has not been remedied or expressly waived.

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

1.5 References to any statute or statutory provision shall be construed as a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6 In construing this instrument general words introduced by the word 'other' shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words followed by the word 'including' shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

1.7 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.

2 Amount, description and status of Bonds

2.1 The total principal amount of the Bonds is limited to a maximum of £1,200,000 (one million, two hundred thousand pounds Sterling) and the Bonds shall be issued in minimum amounts of £5.00 (five pounds Sterling) and in multiple integral amounts of £1.00 (one pound Sterling) in nominal amount in excess thereof, by BWCE.

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

2.3 The Bondholders will only subscribe for and the Bonds will only be issued once the Arranger has received all the documents and evidence specified in Schedule 2 (Conditions Precedent) of this instrument in form and substance satisfactory to it. The Arranger shall notify BWCE promptly upon being so satisfied.

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

3 Use of Proceeds

3.1 BWCE may only use the proceeds raised from the Bonds issued under this instrument for:

3.1.1 building out new solar projects;

3.1.2 strengthening BWCE's capital position;

3.1.3 meeting the costs and expenses (including legal fees) incurred by BWCE (and to the extent agreed to be paid by those parties), the Agent and the Arranger, in connection with the negotiation, preparation and execution of this instrument and the Offer Document.

3.2 Neither the Arranger nor any Bondholder is bound to monitor or verify the application of any net proceeds of a Bond issued pursuant to this instrument.

4 Representations of BWCE

BWCE makes each of the representations and warranties set out in Schedule 3 (*Representations and Warranties*) of this instrument on the days and at the times stipulated therein.

5 Undertakings of BWCE

So long as the Bonds are outstanding, BWCE 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 instrument.

6 Repayment of Principal and Interest

6.1 BWCE will on any date when any Principal and/or Interest or any other amount becomes due pursuant to this instrument (including, but not limited, to Default Interest and/or interest which is applied on the issue of a Deferral Notice in accordance with Condition 3 of Schedule 1 Part 2 (*Bond Redemption*)) pay to or to the order of the Agent, in accordance with Condition 6 of Schedule 1 Part 2 (*Payments*), in Sterling in immediately available funds such amount(s) due on that date and will, until (but excluding) the date of actual payment, after as well as before judgment, unconditionally so pay to or to the order of the Agent, in accordance with Condition 6 of Schedule 1 Part 2 (*Payments*), Interest on such unpaid amounts, provided that payment of any sum due in respect of the Bonds made to the Agent as provided in this instrument shall, to that extent, satisfy such obligation. The Agent will hold the benefit of this covenant on trust for the Bondholders.

6.2 Any payment to be made in respect of the Bonds by BWCE may be made as provided in this instrument and any payment so made will, to that extent only, be a good discharge to BWCE.

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6.3 All payments of Interest and Principal pursuant to this instrument are to be made in accordance with Condition 6.1 of Schedule 1 Part 2 (*Application of Proceeds*), and subject to Condition 6 of Schedule 1 Part 2 (*Application of Proceeds*) including, without limitation, provisions detailing the priority of payments under this instrument.

7 Form, Title, Register and Arranger

7.1 Bonds will be held in electronic form, represented by book entries in the Register.

7.2 Bondholders will be issued with an electronic confirmation of their holding of Bonds via the Abundance Service in accordance with the Abundance Terms and Conditions.

7.3 BWCE, the Arranger and the Agent will only recognise and treat each registered Bondholder as the absolute owner of his Bonds for all purposes and shall not be bound to take notice of any trust to which any Bond may be subject and shall not be required to obtain any proof thereof or as to the identity of such Bondholder.

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

7.5 The Bonds will be registered only in accordance with the Abundance Terms and Conditions.

7.6 The Bonds shall be held and transferred subject to the conditions set out in Schedule 1 Part 1 (*Bondholder Restrictions*) of this instrument.

7.7 BWCE 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.

7.8 Subject to clause 7.9, the personal representatives of a deceased Bondholder shall be the only persons recognised by BWCE as having any title to, or interest in, that Bond on the death of such Bondholder but will only be so recognised subject to their becoming Members in accordance with the Abundance Terms and Conditions.

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

7.10 BWCE may retain any payments paid upon any such Bonds which any person referred to in clause 7.9 is entitled to, until such person is registered as the holder of such Bonds or he has duly transferred the Bonds.

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

7.12 The Agent, on behalf of itself and as Agent for the Bondholders, agrees that BWCE shall be entitled to have the benefit of, rely on and enforce paragraphs 1 and 2 of the Abundance Terms and Conditions and the Abundance Schedule.

8 Back-up Service Provider

8.1 If, for any reason:

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

8.1.2 Abundance ceases to maintain the Register;

8.1.3 Abundance resigns as Agent in accordance with the Abundance Schedule without appointing a substitute; or

8.1.4 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 Bondholders' rights under the Bonds,

then for the avoidance of doubt the obligations of BWCE under the Finance Documents will remain valid and binding subject to clause 8.2 (below).

8.2 In the circumstances set out in clause 8.1 (above), BWCE may make such arrangements as it reasonably considers 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 (8.2.1)–(8.2.4) (inclusive) below). BWCE shall take reasonable steps as soon as practicable to inform the Bondholders of any changes to:

8.2.1 the arrangements for maintaining the Register;

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

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

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8.2.4 how notices or other information can be given to Bondholders.

9 Default

9.1 The following are **Events of Default**:

9.1.1 **Non-payment**: BWCE fails to pay in full any amount payable under this instrument on the due date for payment thereof or, if a failure to pay is caused by an administrative or technical error or a Disruption Event, within 10 Business Days of its due date in respect of any amount of Principal due and payable under the relevant Bonds, or within 10 Business Days of its due date in respect of any amount of interests due and payable under the relevant Bonds;

9.1.2 **Breach of undertaking**: BWCE fails duly to perform or comply with any obligation (other than an obligation to pay principal or interest in respect of the Bonds) expressed to be assumed by it in this instrument and, except where such failure is incapable of remedy, such failure continues for 30 Business Days after the earlier of (a) written notice has been given by the Agent requiring remedy of such failure; or (b) the date that BWCE has become aware of such failure;

9.1.3 **Misrepresentation**: any material representation, warranty or statement made or deemed to have been made by BWCE 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 30 Business 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 BWCE has become aware of such failure; or

9.1.4 **Cross-default**:

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

(b) any Financial Indebtedness of BWCE 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);

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

(d) any creditor of BWCE becomes entitled to declare any Financial Indebtedness of BWCE due and payable prior to its specified maturity as a result of an event of default (howsoever described);

(e) no Event of Default will occur or subsist under this clause 9.1.4 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than £200,000 (or its equivalent in any other currency or currencies);

9.1.5 **Insolvency**: BWCE or any member of the Group is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts (as defined in section 123 of the Insolvency Act 1986), stops, suspends or threatens to stop or suspend payment of all or any material part of its indebtedness or commences negotiations with any one or more of its creditors with a view to the general readjustment or re-scheduling of all or any material part of its indebtedness or makes a general assignment for the benefit of, or composition with, any of its creditors (or any class of its creditors) or a moratorium is agreed or declared in respect of, or affecting, all or a material part of its indebtedness;

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

(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 BWCE;

(b) a composition, compromise, assignment or arrangement with any creditor of BWCE (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 BWCE,

or any analogous procedure or step is taken in any jurisdiction, except that paragraph (a) above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 28 days of commencement;

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9.1.7 **Creditors' process:**

any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset of BWCE and is not discharged within 25 Business Days;

9.1.8 **Winding-up:** BWCE or any member of the Group takes any corporate action or other steps are taken or legal or other proceedings are started for its winding-up, dissolution or re-organisation (other than for the purposes of a bona fide, solvent scheme of reconstruction or amalgamation previously approved by Special Resolution) or for the appointment of a receiver, administrator, administrative receiver, liquidator, trustee or similar officer of it or of any or all of its assets;

9.1.9 **Analogous proceedings:** Anything analogous to or having a substantially similar effect to any of the events specified in clause 9.1.5 to clause 9.1.8 inclusive shall occur under the laws of any applicable jurisdiction;

9.1.10 **Encumbrance enforceable:** Any encumbrance on or over the assets of:

(a) BWCE becomes enforceable and any step (including the taking of possession or the appointment of a receiver, manager or similar person) is taken to enforce that encumbrance; or

(b) any member of the Group becomes enforceable and any step (including the taking of possession or the appointment of a receiver, manager or similar person) is taken to enforce that encumbrance which has or would have a Material Adverse Effect;

9.1.11 **Expropriation:** the authority or ability of BWCE or any member of the Group 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 BWCE or any other member of the Group or any of its assets, in each case, which has or would have a Material Adverse Effect

9.1.12 **Cessation of business:** BWCE or any member of the Group ceases to carry on (or threatens to suspend or cease to carry on) the business it carries on at the date of this instrument or a substantial part thereof which has or would have a Material Adverse Effect; and

9.1.13 **Illegality:** It is or becomes or will become unlawful for BWCE to perform or comply with any of its obligations under this instrument, or any such obligation is not or ceases to be legal, valid and binding;

9.1.14 **Repudiation and rescission of agreements:** BWCE rescinds or evidences as an intention in writing to rescind or repudiates or evidences as an intention in writing to repudiate a Finance Document;

9.1.15 **Litigation:** any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened, or any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against BWCE or any member of the Group or its assets, in each case which have, or would have a Material Adverse Effect.

9.2 BWCE shall promptly notify the Arranger and the Agent of the occurrence of any Event of Default upon becoming aware of its occurrence (and the steps, if any, being taken to remedy it).

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

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

9.3.2 be permitted, at the cost and expense of BWCE (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 BWCE to protect the Bondholders' interests (taken as a class) under the Finance Documents and to investigate the Event of Default; or

9.3.3 permit the appointment of a Holder Representative in accordance with the terms of the Abundance Schedule.

The Bond Instrument

9.4 No Bondholder 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 instrument or waive, cure or consent to any Event of Default or proposed breach of the terms of this instrument except where such action is permitted by and in accordance with the Abundance Terms and Conditions.

9.5 An Acceleration Notice must be withdrawn with immediate effect by the Agent by way of notice to BWCE and the Bondholders if it is directed to do so in writing by Bondholders of at least 25 per cent. of the Principal (or by a Special Resolution of the Bondholders) 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 Bondholders 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 Bonds 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 Bondholders in relation thereto.

9.6 If an Acceleration Notice has been provided by the Agent in accordance with clause 9.3 and such notice has not been withdrawn in accordance with clause 9.5, that Acceleration Notice shall automatically apply to all the Bonds and the Agent shall ensure that any Proceeds following that Acceleration Notice shall be applied in accordance with Condition 6 of Schedule 1 Part 2 (*Application of Proceeds*).

10 No set-off

Payments of principal and interest under this instrument shall be paid by BWCE to the Bondholders, and the Bonds shall be transferable in accordance with the provisions of Schedule 1 Part 1, without any deduction or withholding (whether in respect of any set-off, counterclaim or otherwise whatsoever) unless the deduction or withholding is required by law.

11 Meetings of Bondholders, Voting and Modifications to the instrument

The Abundance Schedule includes provisions for:

11.1 convening meetings of Bondholders;

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

11.3 the ability to appoint (and powers of) a Holder Representative; and

11.4 waivers, modifications or consents in respect of:

11.4.1 Reserved Matters, that are only exercisable by Special Resolution;

11.4.2 Non-Reserved Matters, that are exercisable by Ordinary Resolution; and

11.4.3 matters deemed by the Agent to be of a formal, minor or technical nature that are exercisable by BWCE and/or Agent without Bondholder consent in accordance with clause 12.1 (*Modifications, Waivers or Consents*).

12 Modifications, Waivers or Consents

12.1 Provided a Bondholder Representative (if one has been duly appointed) does not object, the Agent may, without the consent or sanction of the relevant Bondholders, authorise or sanction any modification of or waive or consent to any breach or proposed breach of, any provisions of this instrument or other Finance Document, which the Agent considers, in its sole opinion, 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 Bondholders.

12.2 Neither BWCE 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:

12.2.1 is not a matter to which the provisions of clause 12.1 apply;

12.2.2 is a Non-Reserved Matter, unless and until the provisions of clause 12.4 below have been complied with; or

12.2.3 is a Reserved Matter, unless and until the provisions of clause 12.3 below have been complied with.

12.3 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 Abundance Schedule:

The Bond Instrument

12.3.1 any compromise or arrangement proposed to be made between BWCE, the Agent and the Bondholders or any of them;

12.3.2 any abrogation, modification or compromise or any arrangement in respect of the rights of the Bondholders against BWCE or the rights of BWCE against the Bondholders, whether such rights arise under a Finance Document or otherwise;

12.3.3 any scheme for the reconstruction of BWCE or for the amalgamation of BWCE with any other company;

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

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

12.3.6 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);

12.3.7 imposing any condition or otherwise changing BWCE's obligation to make payments of principal, interest or any other amount in respect of the Bonds;

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

12.3.9 the exchange or substitution of the Bonds for or the conversion of the Bonds into shares, bonds or other obligations or securities of BWCE or any other person or any proposal or scheme to do the same;

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

12.3.11 any change to the seniority or legal ranking of the Bonds;

12.3.12 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 Bonds may be declared due and payable prior to their scheduled maturity date;

12.3.13 any modification to clause 8, 9.4, 9.5, 9.6 8, condition 6 of Schedule 1 Part 2, or this clause 12 of this instrument, the definition of Ordinary Resolution or Special Resolution, or any modification to paragraphs 3.6, 5, 6, 7 or 9 of the Abundance Schedule, 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 Bonds required to be held, or any modification to any quorum for the holding of any meeting of Bondholders;

12.3.14 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;

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

12.3.16 the retirement or removal of the Agent and/or the approval of a successor Agent other than in accordance with the Abundance Schedule; or

12.3.17 any modification to the definitions of "**Acceleration Notice**", "**Instructing Party**" or "**Enforcement Action**" in this instrument.

12.4 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.

12.5 Any modification, consent or waiver that has been duly authorised or sanctioned in accordance with this clause 12 shall:

12.5.1 be notified by the Agent to BWCE and Bondholders as soon as reasonably practicable after such modification, consent or waiver has been so authorised or sanctioned; and

The Bond Instrument

12.5.2 be binding on all the Bondholders and the Bondholders hereby authorise the Agent and BWCE 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 12.6.

12.6 In the case of any modification, consent or waiver that has been duly authorised or sanctioned in accordance with this clause 12, as soon as reasonably practicable after such authorisation or sanction, the Agent and BWCE at the cost of BWCE, 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).

13 Execution and Registration of Finance Documents

In addition to the Abundance Terms and Conditions and in accordance with the Offer Document, each Bondholder 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.

14 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.

15 Rights and Obligations

15.1 No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this instrument, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

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

16 Inspection

A copy of this instrument shall be kept at the registered office of BWCE and any Bondholder and any person duly authorised in writing by a Bondholder may at all reasonable times during office hours inspect it.

17 Endorsement

A memorandum of execution of any deed supplemental to this instrument shall be endorsed by BWCE on this instrument.

18 Counterparts

This instrument 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 instrument.

19 Conflict

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

20 Governing law and jurisdiction

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

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

This instrument is executed and delivered as a **DEED** and takes effect on the date stated at the beginning of it.

SCHEDULE 1:

PART 1 BONDHOLDER RESTRICTIONS

Eligibility

1.1 The Bonds 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 instrument, includes:

1.1.1 individuals aged 18 years or over who have their permanent residence in the United Kingdom or an Eligible EEA Country;

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

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

1.2 The Bonds may not be acquired or held by any Restricted Person.

The Bond Instrument

1.3 The Bonds 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

1.4 BWCE, 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.

Assignment and transfer

1.5 The Bonds may only be transferred in accordance with the Abundance Terms and Conditions or, if applicable, in accordance with clauses 7.8 and 7.9 (*Form, Title, Register and Arranger*) of this instrument.

1.6 BWCE may not assign any of its rights or transfer by novation any of its rights and obligations under this instrument or any Finance Document without the consent of the Agent and the Arranger, and neither may the Agent or the Arranger without the consent of BWCE.

SCHEDULE 1: PART 2 THE CONDITIONS

1 Priority

Any payments due to Bondholders under the terms of this instrument shall be satisfied in priority to any payments to members of BWCE whether as interest payments or capital repayments on members' share capital.

2 Repayment

Subject to Condition 3, where Bonds become repayable under the provisions of this instrument such Bonds will be repaid by BWCE, at par, together with interest accrued on such Bonds up to and including the relevant Repayment Date in accordance with Condition 6 below.

3 Bond redemption

3.1 Bonds can be redeemed by BWCE or the Bondholder on the First Repayment Date (being 31 May 2030) or, after the First Repayment Date, at the end of an Extension Period by either:

3.1.1 BWCE giving a Redemption Notice to a Bondholder of such redemption of (any amount of) the Principal amount of Bonds issued to that Bondholder no later than 6 months prior to:

(i) the First Repayment Date (such notice being issued by 30 November 2030); and/or

(ii) the end of an Extension Period;

3.1.2 A Bondholder giving a Redemption Notice to BWCE requiring BWCE to redeem (any amount of) the Principal amount of Bonds issued to that Bondholder no later than 6 months prior to:

(i) the First Repayment Date (such notice being by 30 November 2030); and/or

(ii) the end of an Extension Period,

in each case such Redemption Notices will be made further to the provisions in Condition 8 (Notices) and, subject to Conditions 3.5 and 3.6 below (BWCE Redemption Deferral), such corresponding redemptions will be made further to the provisions of Condition 3.4 below.

3.2 In respect of a Bondholder's Bonds, in the event that:

3.2.1 BWCE does not give a Redemption Notice to such Bondholder in respect of such Bonds in accordance with Condition 3.1.1; or

3.2.2 The Bondholder does not give a Redemption Notice to BWCE in respect of such Bonds in accordance with Condition 3.1.2,

then, in respect of those Bonds not subject to the relevant Redemption Notice, such Bond (*Principal*) will not be redeemed, will remain outstanding, and will continue to accrue Interest at the Interest Rate for a further Extended Period, commencing, as relevant, on the First Repayment Date, and/or at the end of any Extended Period.

3.3 The provisions of Conditions 3.1 and 3.2 (subject to Conditions 3.5 and 3.6 below (*BWCE Redemption Deferral*)) shall continue to apply until all of such Bondholder's Bonds are redeemed and repaid in full (whether on the First Repayment Date, the end of any Extended Period or as deferred by BWCE further to Conditions 3.5 and 3.6 below (*BWCE Redemption Deferral*)), in accordance with the provisions of this instrument.

The Bond Instrument

3.4 Further and subject to the previous provisions of this Condition 3 (and where applicable), on the relevant Repayment Date (or at the end of any deferral period further to a Deferral Notice), BWCE shall redeem such amount of the Principal of the Bonds issued further to this instrument as is set out in the relevant Redemption Notice. Any redemption of the Bonds under this Condition 3.4 shall be made together with accrued and unpaid interest (less any tax required by law to be deducted or withheld from such payment) accrued on the relevant Bonds up to (and including) the date of such repayment by BWCE. Any payments made by or on behalf BWCE shall be made in accordance with Condition 6 (*Application of Proceeds*).

BWCE Redemption Deferral

3.5 Subject always to Condition 3.6, in the event that Redemption Notices are issued to BWCE by or on behalf of Bondholders, in respect of a specific Repayment Date, in accordance with Condition 3.1.2, and BWCE considers that, as at that Repayment Date, it will not have sufficient funds to redeem the number of Bonds required to be redeemed further to those Redemption Notices on that Repayment Date, then:

3.5.1 no later than 1 month before the relevant Repayment Date BWCE may notify the relevant Bondholders (further to Condition 8 (*Notices*)) that it will defer the redemption of all or some (specifying the amount of) the Principal amount of Bonds requested to be Redeemed further to the relevant Redemption Notices for a specified period, of up to a maximum of 6 months after the relevant Repayment Date, further to the provisions in this Condition 3 below (such notice of deferral being a “**Deferral Notice**”);

3.5.2 any Deferral Notice properly given by BWCE will take precedence and supersede any (related and prior) Redemption Notice, further and subject to this instrument; and

3.5.3 BWCE shall pay additional interest of 2% over and above the Interest Rate on such Principal so deferred further to the Deferral Notice for that deferral period, until such time as those Bonds the subject of the Deferral Notice(s) are repaid in full further to Condition 3.4.

3.6 BWCE:

3.6.1 can only issue a maximum of 2 Deferral Notices to any Bondholder;

3.6.2 can only defer the redemption of the relevant Bonds for a maximum period of 6 months in respect of any Bondholder (and, accordingly, if 2 Deferral Notices are issued to a Bondholder the aggregate deferral period for both Deferral Notices cannot exceed 6 months); and

3.6.3 will redeem such number of Bonds as are deferred further to a Deferral Notice (together with all the relevant accrued interest), at the end of the relevant Deferral Notice period, in accordance with Condition 3.4 above.

3.7 Each year, the Agent will notify Bondholders that they will be required to issue a Redemption Notice at least 6 months before any Repayment Date further to this instrument (with such Agent notice being made in such time before each Repayment Date so as to allow such Bondholders to properly issue a Repayment Notice 6 months prior to that Repayment Date) in order to request BWCE to redeem Bonds further to this instrument, confirming to them that if Bondholders do not opt to redeem, the Repayment Date for the Bonds not redeemed will be extended by a further Extension Period, on an ongoing basis, until such time as the all of the Bondholder's Bonds are redeemed further to this instrument.

3.8 The redemption process detailed in this Condition 3 shall apply until the Bonds are redeemed in full.

4 Cancellation

4.1 Subject to clause 13 of the instrument, BWCE or any Affiliate may at any time by agreement with the relevant Bondholder purchase any Bond at any price by tender, private treaty or otherwise.

4.2 All Bonds repaid, prepaid or purchased by BWCE shall be cancelled and BWCE shall not reissue the same.

5 Payment of interest and Default Interest

5.1 The Bonds shall bear and accrue Interest:

5.1.1 on the Issue Amount at the Interest Rate from (and including) the Interest Start Date to (and including) the end of the Initial Interest Period; and

5.1.2 on the Principal at the Interest Rate in respect of each Interest Period thereafter during the Ongoing Interest Period (to and including the date on which all Principal is repaid or redeemed in full, such interest in each case to be paid in accordance with this Condition 5 (*Interest*)).

5.2 BWCE shall:

The Bond Instrument

5.2.1 Pay all Interest accruing further to Condition 5.1.1 above to the Bondholders at the end of the Initial Interest Period; and thereafter

5.2.2 pay Interest on the final day of each Interest Period (each an "**Interest Payment Date**"), with the last Interest Payment Date falling on the (last) Repayment Date when all Bond are redeemed in full. If any such Interest Payment Date is not a Business Day, payment shall be made on the following Business Day.

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

5.4 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.

Deferral interest and Default Interest

5.5 In the event that the provisions of Conditions 3.5 and 3.6 above apply:

5.5.1 BWCE shall pay the interest due on such Principal so deferred further to the Deferral Notice for that deferral period (at the rate detailed in Condition 3.5.3

above), and subject to Condition 5.5.2 below), Default Interest shall not apply to such properly made deferrals during such deferral period; and/or

5.5.2 BWCE does not redeem such number of Bonds as are deferred further to a Deferral Notice (together with all the relevant accrued interest), at the end of the relevant Deferral Notice period, the interest specified in Condition 5.6.2 shall apply to such sums not paid when due.

5.6 In the event BWCE fails to make any payment of Principal, Interest or any other amount due pursuant to this instrument 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, after as well as before judgment, at a rate of:

5.6.1 3.0% above the Interest Rate; and/or

5.6.2 8.5% (being 1% above the Interest Rate plus the 2.0% applied to the sum deferred further to a Deferral Notice), if Condition 5.5.2 applies.

5.7 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.

Scheduled example of Interest payments

5.8 Attached at the Appendix to this Schedule 1: Part 2 (*Conditions*) is an indicative Bond Interest payment schedule (assuming £1,000,000 (one million pounds Sterling) of Bonds are issued by BWCE further to this instrument) in the form of a table showing the Interest payable each year, on which dates, and with a full redemption of all Bonds on the first Maturity Date of 31 May 2030. The table in the Appendix is indicative and for reference only and does not, nor is it intended to, alter any of the provisions of this instrument in respect of redemptions of, or interest on, the Bonds.

6 Application of Proceeds

6.1 Payments

6.1.1 Subject to Condition 6.1.2, any payments required to be made by BWCE under this instrument 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, BWCE 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 Bondholders under the Bonds, the account held with the Agent and with such reference number as directed by the Agent.

6.1.2 If there is an administrative or technical error or Disruption Event which prevents BWCE from meeting its obligation to make payments under this instrument within the time prescribed under Condition 6.1.1, BWCE will make that payment as soon as reasonably practicable but, in any event, no later than by close of business (in London) on the date falling in respect of Principal ten (10) Business Days and in respect of interest or any other amount ten (10) Business Days from (and excluding) the Payment Date.

6.1.3 Any amounts payable under Condition 6.1.1 or Condition 6.1.2 shall be transferred by BWCE 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.

The Bond Instrument

6.1.4 Subject to Condition 6.2, any amounts payable by BWCE to Bondholders under the terms of this instrument 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) of those relevant Bondholders.

6.1.5 If BWCE is required by applicable law to make any withholding or deduction in relation to any amount payable under this Condition 6.1, it shall be entitled to make such deduction or withholding and account to the relevant authority in respect of the amount withheld or deducted. BWCE shall not be required to increase or gross-up any amount payable to the Bondholders or the Agent under this instrument as a result of any such deduction or withholding.

6.1.6 Any amounts payable under this Condition 6.1 are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment.

6.1.7 If, for any reason, the Agent considers in its sole discretion that amounts to be received in the relevant accounts pursuant to this Condition are insufficient to satisfy all claims in respect of all payments under Condition 6.1.1 then falling due:

- (i) the Agent shall, as soon as reasonably practicable, notify BWCE in writing that the full amount has not been received; and
- (ii) 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 BWCE, BWCE has provided the Agent details of the reason and/or nature of the shortfall and, if there has been an Event of Default, BWCE have confirmed that the relevant steps, actions or pre-conditions under this instrument have been met prior to any acceleration and subsequent payment of those amounts.

6.2 Application

The Agent shall apply any and all Proceeds received or recovered at any time towards satisfying the obligations of BWCE under this instrument in the following order:

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

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

- (i) then to any due but unpaid repayments of Principal; and
- (ii) then to any due but unpaid payments of Interest;

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

6.2.4 **fourthly**, in or towards payment pro rata of any other sum due but unpaid under this instrument;

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

7 No Dealings

The Bonds shall not be capable of being dealt in or on any listed stock exchange in the United Kingdom or elsewhere and no application has been or shall be made to any listed stock exchange for permission to deal in or for an official or other quotation for the Bonds. The Bonds shall be capable of being dealt via the platform offered by the Arranger.

8 Notices

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

8.2 Each notice sent to a Bondholder pursuant to Condition 8.1 shall, at the same time, be sent to the Agent by e-mail to: support@abundanceinvestment.com.

The Bond Instrument

8.3 Any notice from the Bondholders (or the Agent acting on their behalf) to BWCE contemplated by this instrument may be given by e-mail to BWCE at: info@bwce.coop or to such other address as otherwise directed by BWCE from time to time.

8.4 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.

8.5 The Agent shall promptly send to each Bondholder 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.

8.6 The Agent agrees that it will notify BWCE and each Bondholder as soon as reasonably practicable if it takes any Enforcement Action.

8.7 The Agent shall promptly forward to BWCE a copy of any notice or communication addressed to BWCE by any Bondholder which is received by the Agent.

**APPENDIX TO SCHEDULE 1: PART 2
(THE CONDITIONS)**

**Indicative Bond Interest payment Table
(assuming £1,000,000 (one million
pounds Sterling) of Bonds in issue)**

Payment period ending	Interest paid (£)	Capital repayment (£)	Total cumulative cash paid (£)
31 July 2025 (End of Initial Interest Period)	(determined by date of investment)	–	(determined by date of investment)
31 July 2026	55,000.00	–	55,000.00
31 July 2027	55,000.00	–	110,000.00
31 July 2028	55,000.00	–	165,000.00
31 July 2029	55,000.00	–	220,000.00
31 July 2030	55,000.00	1,000,000	1,275,000.00
	275,000.00	1,000,000	

The Bond Instrument

SCHEDULE 2 CONDITIONS PRECEDENT

BWCE

1 A copy of the constitutional documents of BWCE.

2 A copy of a resolution of the board of directors of BWCE:

2.1 approving the terms of, and the transactions contemplated by, this instrument and the Offer Document to which it is a party and resolving that it execute, deliver and perform such documents to which it is a party; and

2.2 authorising a specified person or persons to execute this instrument and the Offer Document to which it is a party on its behalf, to give all notices and take all other action in connection with such documents to which it is a party

3 Completion of due diligence to the satisfaction of the Arranger, including: detailed review and sensitivity analysis of BWCE's finances and forecasts; a review of the project pipeline, deployment plans and key project contracts; review of insurance cover.

4 Signed finance documents including, without limitation: (a) this instrument on the terms agreed by BWCE and Arranger; and (b) signed term sheet and engagement letter in respect of the Arranger.

5 An agreed base case financial model

6 Know your customer due diligence on company and directors

7 Anything else pertinent and material to the investment.

Other Documents and evidence

8 A copy of the group structure chart which shows the Group as at the date of this instrument.

SCHEDULE 3 REPRESENTATIONS AND WARRANTIES

1 BWCE represents and warrants to each of the Bondholders that:

1.1 **Status:** it is a community benefit society registered under Co-operative and Community Benefit Societies Act 2014 with the Financial Conduct Authority with registration number 30960R and whose registered office is at 1-2 Queens Parade Place, Bath, BA1 2NN (or such other address as provided to Companies House), duly incorporated and validly existing under the laws of England and Wales and it has full power to own its assets and carry on its business;

1.2 **Binding Obligations:** the obligations expressed to be assumed by it in this instrument and the Offer Document 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, this instrument and the Offer Document do not and will not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding upon it or any of its assets;

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, this instrument and the Offer Document and the transactions contemplated by this instrument and the Offer Document;

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 this instrument and the Offer Document 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 this instrument and the Offer Document will be recognised and enforced in its jurisdiction of incorporation and any judgment obtained in England or Wales in relation to this instrument and the Offer 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 9.1.5 (Insolvency Proceedings); or

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1.7.2 creditors' process described in clause 9.1.7 (*Creditors' Process*),

have been taken or, to its knowledge, threatened in relation to it; and none of the circumstances described in clause 9.1.5 (Insolvency) of instrument 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 of this instrument and the Offer Document by it, or the issuance of the Bonds by BWCE;

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 any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is reasonably likely to have a Material Adverse Effect;

1.9 **Arm's Length:** this instrument and the Offer Document to which it is expressed to be a party have been, are being or will be entered into in good faith for its benefit and on arm's length terms;

1.10 Information:

1.10.1 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 this instrument and the Offer Document 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;

1.10.2 any financial projections contained in the information referred to in paragraph 1.10.1 above have been prepared as at the date they were provided or stated to be given 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;

1.10.3 no event or circumstance has occurred or arisen and no information has been omitted from the information referred to in paragraph 1.10.1 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 1.10.1 being untrue or misleading in any material respect;

1.11 Financial Information:

1.11.1 the most recent financial statements delivered pursuant to paragraph 5 (*Financial Information*) of Schedule 4 (*Positive Undertakings*) of this instrument fairly present its consolidated financial condition as at the end of, and consolidated results of operations for, the period to which they relate;

1.11.2 since the date of the most recent financial statements delivered pursuant to paragraph 5 (Financial Information) of Schedule 4 (Positive Undertakings) of this instrument there has been no event which would have a Material Adverse Effect on BWCE;

1.12 No litigation:

1.12.1 other than as disclosed by BWCE in the Offer Document, no litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which has a reasonable prospect of success and, if adversely determined, is reasonably likely to have a Material Adverse Effect have (to the best of its knowledge

and belief (having made due and careful enquiry)) been started or threatened against it or any of its Subsidiaries;

1.12.2 no judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely 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 or any of its Subsidiaries;

1.13 **No breach of laws:** it has not breached any law or regulation where breach would have a Material Adverse Effect;

1.14 Environmental laws:

1.14.1 each member of the Group is in compliance with paragraph 8 (*Environmental compliance*) of Schedule 4 (*Positive Undertakings*) and to the best of its knowledge and belief (having made due and careful enquiry) no circumstances have occurred which would prevent such compliance, in each case, in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect;

The Bond Instrument

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

1.15 Taxation:

1.15.1 it is not materially overdue in the filing of any Tax returns and it is not, and no member of the Group is, overdue in the payment of any amount in respect of Tax of £100,000 (or its equivalent in any other currency) or more;

1.15.2 no claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to Taxes such that a liability of, or claim against it of £100,000 (or its equivalent in any other currency) is reasonably likely to arise; and

1.15.3 it is resident for Tax purposes only in England and Wales.

1.16 **Group Structure Chart:** the group structure chart delivered to the Arranger pursuant to Schedule 2 (*Conditions Precedent*) of this instrument is true, complete and accurate in all material respects and shows each member of the Group, including current name and company registration number, its jurisdiction of incorporation or establishment (in the case of any member of the Group), in each case as at the date of this instrument;

1.17 **Trustee:** it is not entering into any of this instrument and the Offer Document as a trustee;

1.18 **Centre of main interests and establishments:** for the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings and/or Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) (as applicable) (the "**Regulation**") its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in the United Kingdom and it has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

2 The representations and warranties set out in this Schedule 3 (*Representations and Warranties*) (other than paragraph 1.11.2 (*Financial information*)) are made by BWCE on the date of this instrument.

3 Subject to paragraph 4 below, the Repeating Representations are also deemed to be made by BWCE on the first day of each Interest Period.

4 The Repeating Representation contained in paragraph 1.11.1 (Financial Information) above shall be deemed to be made by BWCE in relation to each set of financial statements delivered under this instrument when such financial statements are provided to the Agent.

5 Each representation or warranty deemed to be made after the date of this instrument 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 instrument, BWCE undertakes to the Bondholders as follows:

1 Authorisations: BWCE must promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation of England and Wales that enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document or that enable it to own its assets and carry on its business as it is being conducted, except where failure to obtain or effect such Authorisations would not materially adversely impair its ability to perform its payment obligations under the Finance Documents to which it is expressed to be a party.

2 Compliance with laws: BWCE must comply with any law or regulation (including any Environmental Law) to which it is subject where such breach would materially adversely affect its ability to perform its obligations under the Finance Documents or result in a liability against it in an amount which exceeds £100,000.

The Bond Instrument

3 **Taxes:** BWCE must pay all Taxes due and payable by it prior to the accrual of any fine or penalty for late payment and must promptly pay to HM Revenue & Customs all VAT and related interest and penalties payable by it, except to the extent contested by it in good faith.

4 Financial Information:

4.1 BWCE shall supply to the Arranger and the Agent copies of:

4.1.1 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, on a consolidated basis;

4.1.2 as soon as they become available, but in any event within 120 days after the end of each of its financial years, its unaudited management accounts for that financial half year; and

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

4.2 Each set of financial statements delivered to the Arranger and the Agent pursuant to this paragraph 5 (Financial information) shall be certified by a director of BWCE as giving a true and fair view of its financial condition as at the date at which those financial statements were drawn up.

4.3 BWCE shall supply a compliance certificate to the Arranger and the Agent with each set of its financial statements delivered pursuant to this paragraph 5 (Financial information) setting out, amongst other things, (in reasonable detail) computations as to compliance with paragraph 7 (Financial covenant).

4.4 Each compliance certificate shall be signed by a director of BWCE and be in the form agreed by BWCE and the Arranger.

5 **Financial Statements:** BWCE shall ensure that the financial statements delivered to the Arranger and the Agent pursuant to paragraph 5 (*Financial Information*) above shall:

5.1 be prepared in accordance with consistently applied Accounting Principles, standards and practices generally accepted in England and Wales;

5.2 present a true and fair view of the BWCE's assets, liabilities, financial position and profit or loss during the relevant accounting period; and

5.3 have been approved by BWCE's directors in compliance with the Co-operative and Community Benefit Societies Act 2014 (as amended).

6 Financial covenant

6.1 Definitions

Annual Debt Service Cover Ratio means, in respect of any Calculation Date, the ratio of A to B, where:

(a) A is the aggregate Net Cash Flow; and

(b) B is the aggregate Finance Costs,

in each case, for the relevant Calculation Period.

Borrowings means (without double counting), at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of any indebtedness of members of the Group for or in respect of:

(a) moneys borrowed;

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

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

(d) any Finance Lease;

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

(f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post-retirement benefit scheme;

(g) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the final Repayment Date;

The Bond Instrument

(h) any amount of any liability under an advance or deferred purchase agreement if (i) the primary reason behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;

(i) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) classified as borrowings under the Accounting Principles; and

(j) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

Calculation Date means the date of 28 February 2025 and every six months thereafter.

Calculation Period means, in respect of a Calculation Date:

(a) in relation to a previous Calculation Period, the 12 month period ending on that Calculation Date; and

(b) in relation to a future Calculation Period, each subsequent 12 month period starting on the day after such Calculation Date.

Capital Expenditure means expenditure by the Group on the acquisition, construction, development or improvement of an asset which would be treated as capital expenditure in accordance with the Accounting Principles.

Equity means the total value of equity on BWCE's balance sheet (including retained earnings and any revaluation reserve).

Finance Costs means, in respect of any period, the aggregate of:

(a) interest payable by the Group under its Borrowings; and

(b) forecast repayments of Principal due under the Group's Borrowings using best estimate assumptions on redemption/repayment rates.

Finance Lease means any lease or hire purchase contract, a liability under which would, in accordance with the Accounting Principles, be treated as a balance sheet liability.

Forecast Net Cash Flow means, in respect of any future Calculation Period, the Net Cash Flow forecast to be received during that period.

Gearing Ratio means, on any date, the ratio of A to B, where:

(a) A is the aggregate of all Borrowings as at the applicable date; and

(b) B is the aggregate of all Equity.

Loan Life Cover Ratio means, in relation to a Calculation Date, the ratio of A to B where:

(a) A is the aggregate of (i) the Net Present Value of Forecast Net Cash Flow from such Calculation Date and (ii) the cash balance held by the Group available to repay all Borrowing on such Calculation Date; and

(b) B is the aggregate of all Borrowing outstanding on such Calculation Date.

Net Cash Flow means, in respect of any period, A minus B, where:

(a) A is the aggregate Revenue received by the Group during that period; and

(b) B is the aggregate of all amounts payable by the Group during that period in respect of:

(i) Operating Costs; and

(ii) Capital Expenditure,

in each case on a "cash" rather than an "accruals" basis.

Net Present Value means in relation to any projected amount in any forecast, an amount equal to such projected amount discounted at a rate calculated as the weighted average interest cost charged on the aggregate Borrowing outstanding from time to time.

Operating Costs means, in respect of any period, all costs and expenses incurred (or, in relation to the Loan Life Cover Ratio, to be incurred) by the Group in the ordinary course of operating, managing, maintaining and implementing its business.

Projected Debt Service Cover Ratio means for the twelve month period following any Calculation Date and each subsequent period of twelve months thereafter, the ratio of A to B, where:

(a) A is the aggregate Forecast Net Cash Flow; and

(b) B is the aggregate projected Finance Costs,

in each case, for the relevant Calculation Period.

The Bond Instrument

Revenue means, in relation to any period, all amounts paid to or received (or, in relation to the Loan Life Cover Ratio or Projected Debt Service Cover Ratio, forecast to be paid to or received as supported by contracts) by the Group in the ordinary course of operating its business (including investment sums received by BWCE during the relevant period).

6.2 Covenants

The Borrower shall ensure that:

6.2.1 the Gearing Ratio shall at all times not be greater than 75:25;

6.2.2 the Annual Debt Service Cover Ratio in respect of the twelve month period ending on such Calculation Date shall not be less than 1.05 to 1;

6.2.3 the Projected Debt Service Cover Ratio as at each Calculation Date for each future Calculation Period, shall be equal to or greater than 1.05 to 1;

6.2.4 the Loan Life Cover Ratio in respect of each Calculation Date shall not be less than 1.10 to 1.

6.3 Testing

The financial covenant set out in paragraph 7.1 above shall be calculated in accordance with the Accounting Principles and tested in respect of the last day of the most recent financial year or financial half-year (as applicable) on each Calculation Date by reference to each of the financial statements and/or each compliance certificate delivered pursuant to paragraph 4 (*Financial information*).

7 Environmental compliance: BWCE shall, and shall ensure that each member of the Group will:

7.1 comply with all Environmental Law;

7.2 obtain, maintain and ensure compliance with all requisite Environmental Permits;

7.3 implement 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.

8 Environmental claims: BWCE shall procure that each member of the Group shall inform it, promptly upon becoming aware of the same, and BWCE shall in turn inform the Agent in writing of:

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

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

where the claim has a reasonable prospect of success and, if determined against that member of the Group, has or is reasonably likely to have a Material Adverse Effect.

9 Access: BWCE shall allow the Agent or any person or persons appointed on the Agent's or Bondholders' behalf in accordance with clauses 9.3.2 or 9.3.3 (Events of Default) of this instrument (respectively) or the Abundance Schedule (each a "**Bondholder Appointee**") and any of their officers, employees, professional advisers and agents to have, and shall ensure that the Agent and/or the Bondholder Appointee (as applicable) are given, access to the premises, assets, books, accounts and records of BWCE 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.

SCHEDULE 5 Negative Undertakings

Subject to the terms of this instrument, BWCE undertakes to the Bondholders that:

1 Lending: BWCE shall not be a creditor in respect of any Financial Indebtedness other than a Permitted Loan;

2 Merger: BWCE shall not enter into any amalgamation, demerger, merger or corporate reconstruction;

3 Change in business: BWCE shall not change the general nature of the business of the Group (taken as a whole) from,

3.1 the development and/or operation of renewable power and storage projects,

3.2 the provision of ancillary services related thereto; or

3.3 the delivery of energy efficiency retrofit and energy demand management services.

4 Conversion: BWCE shall not convert the Bonds or any repayments of Principal or payments of Interest in relation to the same into shares or any other securities of BWCE without the sanction of a Special Resolution in accordance with the Abundance Schedule.

The Bond Instrument

SCHEDULE 6

Abundance Schedule amendments

For the purposes of the Bonds and this instrument, the Abundance Terms and Conditions shall be amended as follows:

1 any reference to “company” or “companies” in the Abundance Terms and Conditions shall include within it a reference to “community benefit societies registered with the Financial Conduct Authority (being an entity)”.

2 any reference to “Debenture” or “Debentures” (and “debenture” or “debentures”) in the Abundance Terms and Conditions shall include a reference to “Bond” or “Bonds” as relevant, and any reference in the Abundance Terms and Conditions to “Debenture Deed” shall include this instrument.

3 any reference to “you”, “your” or “investor” shall be interpreted as a person who has registered as a member to use the Abundance Services in accordance with the Abundance Terms and Conditions and/or who is a holder of a Bond as defined in this instrument, provided that for the purposes of the Schedule to the Abundance Terms and Conditions any reference to “you”, “your” or “investor” shall be interpreted as a person who has registered as a member to use the Abundance Services in accordance with the Abundance Terms and Conditions and who is a holder of a Bond as defined in this instrument;

4 any reference to “this Schedule” or “the Schedule” shall be taken to be a reference to the “Abundance Schedule” as defined in this instrument;

5 Any reference in the Abundance Schedule to a “Security Trustee” and/or to “Security” (as those terms are defined in the Abundance Terms and Conditions) shall be ignored as there is no Security Trustee or Security involved in, or relating to, this instrument;

6 Any reference to the word “Issuer” where it appears in the Schedule to the Abundance Terms and Conditions (or in the Abundance Terms and Conditions) shall be replaced with the word “BWCE”.

The Bond Instrument

BWCE Executed as a DEED by BATH AND WEST COMMUNITY ENERGY LIMITED , acting by two directors: Peter Capener Director Chris Crookall-Fallon Director	The Arranger Executed as a deed by ABUNDANCE INVESTMENT LTD acting by a director Name: Louise Wilson in the presence of: Witness Signature Witness Name Witness Occupation Witness Address: Hamilton House, Mabledon Place, London, England, WC1H 9BB	The Agent Executed as a deed by ABUNDANCE INVESTMENT LTD acting by a director Name: Louise Wilson in the presence of: Witness Signature Witness Name Witness Occupation Witness Address: Hamilton House, Mabledon Place, London, England, WC1H 9BB
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Our service providers

Issuer, we or us:**Bath & West Community Energy Limited**

1-2 Queens Parade Place
Bath BA1 2NN

Legal advisors to Bath & West**Community Energy Limited****in relation to the bond instrument:****Spencer West LLP**

Longbow House
20 Chiswell Street
London EC1Y 4TW

Arranger and distributor:**Abundance Investment Ltd (Abundance)**

Hamilton House
Mabledon Place
London WC1H 9BB

Legal advisors to Abundance:**Keystone Law Limited**

48 Chancery Lane
London WC2A 1JF

Stephens Scown LLP

Curzon House
Southernhay West
Exeter
Devon EX1 1RS

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

We would like to thank you for taking the time to read our Offer Document. We accept 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.

The BWCE Board