

MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge in
Scotland. If you are a Scottish company, to
register a charge please use MG01s

WEDNESDAY



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A14

15/06/2011

54

COMPANIES HOUSE

For official use

1 Company details

Company number 02004668

Company name in full Kinetics South Limited (the "Company")

→ **Filling in this form**
Please complete in typescript or
in bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 09/06/2011

3 Description

Please give a description of the instrument (if any) creating or evidencing
the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 9 June 2011 between the Company and Sovereign Capital Limited Partnership II (the "Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future monies due or owing and all other actual or contingent liabilities and obligations incurred by the Company to the Lender (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Lender was the original creditor in respect thereof) including without limitation interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the Company, or in the absence or express agreement, the rate of two per cent above the Bank of England base rate which applies from time to time (the "Secured Liabilities")

Continuation page
Please use a continuation page if
you need to enter more details

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5**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Sovereign Capital Limited Partnership II (the "Lender")

Address 25 Victoria Street

London

Postcode S W 1 H 0 E X

Name

Address

Postcode

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars Please see attached Continuation Page

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<div data-bbox="368 465 1098 546"><p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p></div> <div data-bbox="368 555 1098 667"><ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional,</div> <div data-bbox="368 676 1098 730"><p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p></div> <div data-bbox="368 752 1098 1167"><p>N/A</p></div>	
8	Delivery of instrument <div data-bbox="368 1223 1098 1429"><p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).</p></div> <div data-bbox="368 1451 1098 1637"><p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will accept a verified copy where section 867(2) applies (property situated in another part of UK).</p></div>	
9	Signature <div data-bbox="368 1715 1098 1765"><p>Please sign the form here</p></div> <div data-bbox="113 1776 225 1807">Signature</div> <div data-bbox="368 1776 1098 1910"><p>Signature</p><p>X <i>Pincent Masars LLP</i> X</p></div> <div data-bbox="368 1921 1098 1989"><p>This form must be signed by a person with an interest in the registration of the charge</p></div>	

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Presenter information

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

Contact name Andrew Robertson

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode

E

C

2

A

4

E

S

County

dx 157620 Broadgate 3

Telephone 020 7418 7000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

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

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



Where to send

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

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

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

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

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

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

- | | |
|-------|--|
| 1 | CHARGES |
| 1 1 | As a continuing security for the payment of the Secured Liabilities, the Company with full title guarantee charged to the Lender all its right, title and interest from time to time in each of the following assets - |
| 1 1 1 | by way of first legal mortgage all Land which is described in Schedule 1 of this form and all other Land vested in the Company, |
| 1 1 2 | by way of first fixed charge all other Land vested in the Company on the date of the Debenture to the extent not effectively charged by clause 3 1 1 of the Debenture (set out in paragraph 1 1 1 above) and all Land acquired by the Company after the date of the Debenture, |
| 1 1 3 | by way of first fixed charge - |
| | (a) the Securities, |
| | (b) the Intellectual Property, |
| | (c) the Monetary Claims, |
| | (d) the Fixed Plant and Equipment, |
| | (e) the Loose Plant and Equipment, |
| | (f) the Accounts, |
| | (g) the Insurances |
| | (h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and |
| | (i) its present and future goodwill and uncalled capital |
| 1 2 | As a continuing security for payment of the Secured Liabilities, the Company with full title guarantee charged to the Lender by way of first floating charge the whole of the Company's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Company situated in Scotland |
| 2 | NEGATIVE PLEDGE |
| | The Company has covenanted that it will not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Finance Documents |

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3 DISPOSALS

The Company has covenanted that it will not (and shall not agree to), at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Finance Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interests in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until -

3 2 1 the floating charge created by clause 3 2 of the Debenture (set out in paragraph 1 2 above) is converted into a fixed charge, or

3 2 2 the occurrence of the Enforcement Date,

the Company may hold, enjoy and deal with, in accordance with the Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage

3 QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

4 TRUST

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company shall hold it on trust for the Lender

Definitions

In this form MG01 the following terms have the following meaning -

"Account" means any account opened or maintained by the Company at any bank or financial institution,

"Charged Property" means all the assets and undertaking of the Company which from time to time are, or purport to be, the subject of the security created in favour of the Lender by or pursuant to this Debenture,

"Enforcement Action" means -

(a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand,

(b) the taking of any steps to enforce or require the enforcement of this Debenture (including the crystallisation of any floating charge),

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(c) the making of any demand against the Company in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities,

(d) the exercise of any right of set-off against the Company in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Company's clearing bank,

(e) the suing for, commencing or joining of any legal or arbitration proceedings against the Company to recover any Secured Liabilities, or

(f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Company,

"Enforcement Date" means the date on which the Lender first takes Enforcement Action,

"Finance Documents" means the loan facility dated on or about the date hereof made available by the Lender to SCP Renewable Energy Limited and the guarantee and indemnity dated on or about the date hereof granted by SCP Sustainable Services Limited to the Lender acceded to on or about the date hereof by the Company,

"Fixed Plant and Equipment" means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

"Fixtures" means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures,

"Group" means the Company and each of its subsidiaries,

"Insurances" means any policy of insurance or assurance in which the Company has an interest and all claims and rebates of premium under any such policy,

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"Intellectual Property"

means any of the following in which the Company has an interest -

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,
- (b) any invention, copyright, design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right,

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland,

"Loose Plant and Equipment"

means, in relation to the Company, all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not Fixed Plant and Equipment,

"LPA"

means the Law of Property Act 1925,

"Monetary Claims"

means all book and other debts and monetary claims now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,

"Notice of Charge"

means a notice of charge in such form as may be specified by the Lender,

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"Receiver"

means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property,

"Related Rights"

means in relation to any Charged Property

- (a) the proceeds of sale of any part of that Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property,

"Securities"

means all the right, title and interest of the Company, now or in the future, in any -

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme, and

"Security"

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

SCHEDULE 1 - LAND

The Company did not own any Land at the time the Debenture was executed



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2004668

CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 JUNE 2011
AND CREATED BY KINETICS SOUTH LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO SOVEREIGN CAPITAL LIMITED PARTNERSHIP II ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 15
JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES