

284042/13

In accordance with
Section 860 of the
Companies Act 2006

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 for a Scottish company. To do this, please use form MG01s

FRIDAY



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RCS

05/10/2012

#139

COMPANIES HOUSE

For official use

1**Company details**

Company number

2 6 5 2 9 2 2

Company name in full

Atraverda Limited (the "Chargor")

6

→ Filing 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

d2 d1 m0 m9 y2 y0 y1 y2

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 (the "Debenture")

4**Amount secured**

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

Amount secured

The Chargor covenants with the Security Trustee that it will on demand pay and discharge all Secured Liabilities

The Chargor shall pay interest (as well after or before any judgment) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant liabilities or, if no such rate or rates are specified, at the rate of three per cent. per annum above the Base Rate from time to time of Barclays Bank plc. Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Security Trustee but without prejudice to the rights of the Security Trustee to require payment of such interest

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 Finance Wales Investments (3) Limited

Address 3rd Floor, Oakleigh House

Park Place, Cardiff - acting as security trustee

Postcode C F 1 0 3 D Q

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

As specified in the continuation page to this form

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p data-bbox="327 403 550 436">3 Charge</p> <p data-bbox="327 470 1508 548">3.1 The Chargor with full title guarantee and as a continuing security for the Secured Liabilities charges:</p> <p data-bbox="438 582 1508 750">3.1.1 by way of legal mortgage any freehold or leasehold or other immovable property now vested in the Chargor together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon and the proceeds of sale thereof;</p> <p data-bbox="438 772 885 817">3.1.2 by way of fixed charge:</p> <p data-bbox="566 851 1508 1086">3.1.2.1 all other freehold or leasehold and other immovable property at any time in the future belonging or charged to the Chargor together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon and the proceeds of sale thereof,</p> <p data-bbox="566 1120 1508 1288">3.1.2.2 all plant and machinery, computers, office and other equipment now or in the future belonging to the Chargor and the benefit of any warranties or maintenance contracts for any of the same;</p> <p data-bbox="566 1321 1508 1433">3.1.2.3 all stocks, shares, bonds and other securities now or in the future belonging to the Chargor together with all dividends and other rights deriving therefrom;</p> <p data-bbox="566 1467 1508 1545">3.1.2.4 the goodwill of the Chargor and its uncalled capital for the time being, and</p> <p data-bbox="566 1579 1508 1825">3.1.2.5 the benefit of any licences and all patents, patent applications, inventions, trade marks, service marks, designs, trade names, copyright, knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Chargor.</p> <p data-bbox="438 1859 1508 2016">3.1.3 by way of floating charge the whole of the Chargor's undertaking and all its property and assets (including uncalled capital) whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Security Trustee</p> | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>by way of legal mortgage or fixed charge by the Debenture or, in relation to any property and assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of the Debenture.</p> <p>3.2 The Security Trustee may convert the floating charge at any time by notice in writing to the Chargor into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the property and assets as are specified by such notice.</p> <p>3.3 The floating charge created by the Debenture shall (other than in respect of any property or assets situated in Scotland, if and to the extent that a receiver would not be capable of exercising his powers in Scotland in relation thereto under section 72 of the Insolvency Act 1986 (the "Insolvency Act") by reason of automatic conversion), unless otherwise agreed in writing by the Security Trustee, automatically and without notice immediately be converted into a fixed charge in the event that the Chargor:</p> <p>3.3.1 shall create or permit to subsist any mortgage, charge, pledge, lien or other security interest other than the Debenture,</p> <p>3.3.2 ceases to carry on business or be a going concern or if any litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have been started against it; or</p> <p>3.3.3 if any person takes any step to levy any distress, attachment, execution or other legal process against any of its property or assets</p> <p>4. Restrictions on Dealing</p> <p>The Chargor shall not without the prior written consent of the Security Trustee</p> <p>4.1 create or permit to subsist any mortgage, charge, pledge, lien (other than in favour of the Security Trustee) or other security interest on any of its property or assets other than the Debenture;</p> <p>4.2 sell, transfer or otherwise dispose of or deal with any of the property or assets which are charged by way of legal mortgage or fixed charge under the Debenture or enter into any agreement or grant any option for any such sale, transfer or other disposal or dealing,</p> | |

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 4 3 sell, transfer or otherwise dispose of or deal with any of the assets which are charged by way of floating charge under the Debenture other than disposals for full market value in the ordinary course of business;
- 4 4 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence, tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture and being an agent of the Chargor and the Security Trustee may grant or accept surrenders of leases without restriction; or
- 4 5 pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Chargor except for the purpose of effecting repairs or replacing the same.
8. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created under the Debenture so that such floating charge shall be a "qualifying floating charge" for the purposes of that paragraph Accordingly, at any time after the Security Trustee becomes entitled to exercise the powers referred to in clause 7.2 of the Debenture, the Security Trustee may appoint an administrator of the Chargor under the Insolvency Act

APPENDIX

Definitions

"Investors" means (1) Onpoint Technologies Inc (a corporation located in the USA) (2) Enertech Capital Partners II LP (business partnership located in the USA) (3) Espírito Santo Ventures – Sociedade de Capital de Risco, S.A. (a corporation registered in Portugal with number 507527909) (4) New Energy Solutions II K/S (a corporation located in Denmark with registered number 30244753) (5) Finance Wales Investments (3) Limited (registered number 05210122) (6) ECP II Interfund L.P. (business partnership located in the USA);

"Loan Notes" means the Secured Convertible Loan Notes 2012 created by the Chargor on the 2nd July 2012 as amended by a super majority resolution of the loan note

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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>holders on or about the date of the Debenture,</p> <p>"New Loan Notes" means the Loan Notes issued by the Company on or about the date of the Debenture,</p> <p>"Secured Liabilities" means all moneys, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or at any time in the future be due owing or incurred by the Chargor to the Investors pursuant to the New Loan Notes whether present or future, actual or contingent and whether alone, severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account, or in any other manner whatsoever together with interest, costs and expenses; and</p> <p>"Security Trustee" means Finance Wales Investment (3) Limited (Registered Number 05210122) whose registered office is at 3rd Floor Oakleigh House, Park Place, Cardiff CF10 3DQ as security trustee for the Investors.</p> | |

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

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).

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 866). 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 also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Freemans LLP* X

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

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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 Christopher Lewis

Company name Eversheds LLP

Address 1 Callaghan Square

Post town Cardiff

County/Region

Postcode C F 1 0 5 B T

Country

DX DX 33016 Cardiff

Telephone 0845 497 9797



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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 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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2652922
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
SEPTEMBER 2012 AND CREATED BY ATRAVERDA LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE INVESTORS ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 5 OCTOBER
2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 OCTOBER 2012

Handwritten mark



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**