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MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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
particulars of a charge for a
company. To do this, please
form MG01s

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06/11/2010

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COMPANIES HOUSE

1

Company details

Company number

0 7 2 5 1 9 3 9

Company name in full

TEG Biogas (Perth) Limited (the "Company")

For official use



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

0 1 1 1 2 0 1 0

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

Trust Debenture made between the Company and the Security Trustee (as
defined below) (the "Trust Debenture")

4

Amount secured

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

Amount secured

4
10
All monies and liabilities (whether actual or
contingent) which are at the date of the Debenture
or at any time thereafter due, owing or payable, or
expressed to be due, owing or payable, to the
Stockholders (as defined below), in each case from
or by the Company under the terms of any Finance
Document (as defined below) (the "**Secured**
Obligations")

Continuation page

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

FOURTH - All investments (as defined below) now or hereafter beneficially owned by the Company, and all dividends, interest and other distributions paid or payable in respect thereof;

FIFTH - All Negotiable Instruments (as defined below) of the Company,

SIXTH - The benefit of all present and future licences (statutory or otherwise) held in connection with the business of the Company or the user of any property the subject of the security created by or pursuant to this Debenture and the right to recover and receive all compensation which may at any time become payable to the Company in respect thereof,

(continued on Form MG01 Continuation page)

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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 Albion Enterprise VCT PLC "Security Trustee"

Address 1 King's Arms Yard

London

Postcode E C 2 R 7 A F

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

The Company has charged with full title guarantee to the Security Trustee as security for the payment and discharge of all the Secured Obligations.

FIRST - The property vested in it together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,

SECOND - All other freehold and leasehold property vested in it both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,

THIRD - All plant, machinery, vehicles and other equipment now or hereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in

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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

SEVENTH - All licences and patents (including applications and the rights to apply therefore), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to the Company,

EIGHTH - The goodwill and the uncalled capital of the Company both present and future,

NINTH - The debts due or owing to the Company both present and future (whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business),

TENTH - All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes) which are from time to time taken out by or (to the extent of such interest) in which the Company has an interest including, without limitation, keyman policies (if any) in respect of the lives of directors, officers or employees of the Company;

ELEVENTH - The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future; and

TWELFTH - The undertaking and all other property and assets of the Company both present and future,

all and any of the property and assets FIRST through TWELFTH described above being the "**Charged Property**"

The charges on the property and assets FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH and TENTH described are created as fixed charges and constitute charges by way of legal mortgage on the property FIRST, SECOND and FOURTH described which is now vested in the Company

The charges on the property and assets ELEVENTH and TWELFTH described are created as floating charges

Negative Pledge

The Company has undertaken with the Security Trustee that at no time during the subsistence of the security constituted by or pursuant to this Debenture will the Company

otherwise than

1 in the Security Trustee's favour, or

2 with the Security Trustee's prior written consent,

create, grant, extend or permit to subsist any mortgage, charge or other fixed security or any floating charge or any pledge, hypothecation or lien (other than a lien arising by operation of law securing a debt outstanding

"Original Stockholders" means the Security Trustee and/or the person or the several persons for the time being entered in the Register as the holder or holders of the Stock and "Stockholder" means any one of them

"Register" means the register of the holders of the Stock kept in accordance with clause 3 2 of the Loan Stock Deed by the Company at the Company's registered office

"Stock" means the £4,000,000 Fixed Rate Secured Loan Stock constituted under the Loan Stock Deed or as the case may require the amount thereof for the time being issued and outstanding or a specified portion thereof

"Stockholders" means the Original Stockholders and/or the person or the several persons for the time being entered in the Register as the holder

In accordance with
Section 860 of the
Companies Act 2006

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

for no more than 21 days) or other security interest of any kind on or over the Charged Property or any part thereof or dispose of the equity of redemption in any such property interest. The foregoing prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security hereby constituted but also to any mortgages, securities or charges which rank or purport to rank *pari passu* therewith or thereafter

Further Assurances

The Company shall from time to time, whensoever requested by the Security Trustee, do any act or execute in favour of the Security Trustee, or as it may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities in each case as the Security Trustee shall (acting reasonably) stipulate over the Charged Property for the improvement or perfection of the security constituted by or pursuant to the Trust Debenture. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as shall be prepared on behalf of the Security Trustee and may contain provisions to the like effect of those contained in the Trust Debenture and/or such other provisions of whatsoever kind as the Security Trustee shall reasonably consider requisite for the improvement or perfection of the security constituted by or pursuant to the Trust Debenture

For the purposes of this form, the following definitions apply

"Finance Documents" means the Loan Stock Deed and the Debenture

"Investments" means shares, stock, warrants, options and all rights or other property of a capital nature which accrue or are offered issued or paid at any time in respect of such shares, stock warrants and options

"Loan Stock Deed" means the deed dated the date of the Trust Debenture constituting the Stock of the Company.

"Negotiable Instruments" means all bills of exchange, promissory notes and

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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

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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 866)

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

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Signature

Please sign the form here

Signature

Signature

X Berwin Leighton Paisner LLP X

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




- ☐ 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

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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 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	Valerie Whalley
Company name	Berwin Leighton Paisner LLP (Ref VWHA/27558 33)
Address	Adelaide House London Bridge
Post town	London
County/Region	
Postcode	E C 4 R 9 H A
Country	
DX	92 LONDON/CHANCERY LN
Telephone	+44 (0)20 3400 1000
 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.	

 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	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7251939
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A TRUST DEBENTURE DATED 1
NOVEMBER 2010 AND CREATED BY TEG BIOGAS (PERTH)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE STOCKHOLDERS ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 6 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES