

MG01

Particulars of a mortgage or charge



263258/39

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

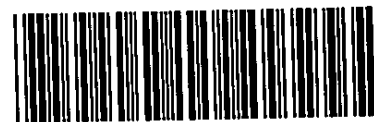
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
register particulars of a charge for a
company. To do this, please use
form MG01s

THURSDAY



A32 *ANGQ2TA8* 100
14/04/2011
COMPANIES HOUSE

1

Company details

Company number 0 7 4 7 1 2 2 8

Company name in full Freetricity Operations Limited (the "Chargor")

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 d0 d5 m0 m4 y2 y0 y1 y1

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 A debenture (the "Debenture") dated 5 April 2011 and made between (1) the
Chargor and (2) Lombard North Central plc (the "Lender")

4

Amount secured

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

Amount secured As specified in the continuation page to this form

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 Lombard North Central plc /

Address 3 Princess Way

Redhill

Postcode R H 1 1 N P

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.

11
AS

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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 <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, 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 <div></div> 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 Sarah Clark

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 0777



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 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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the <u>Chargor</u> and any <u>Obligor to the Lender</u> under the Finance Documents (including the Debenture), whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "Secured Obligations")</p> <p>Capitalised terms used in this form are defined in the Appendix to this form.</p>	

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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

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1. Fixed Charges

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Lender the following assets

- 1.1. **First legal mortgage on specified Property** - by way of first legal mortgage, all its Property (if any) identified in schedule 1 to part 6 of this form (*Details of Property*);
- 1.2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Debenture and paragraph 1.1 above), (b) any other rights, title or interest of the Chargor in Property, wherever situated, and (c) all Associated Rights in relation to its Property;
- 1.3 **First fixed charges in respect of chattels** - by way of first fixed charge (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1, or 3.1.2 of the Debenture and paragraphs 1.1 or 1.2 above nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of this paragraph 1.3 and clause 3.1.3 of the Debenture and (c) the benefit of all Associated Rights relating to any chattel validly charged by this paragraph 1.3 and clause 3.1.3 of the Debenture;
- 1.4. **First fixed charge on specified Shares** - by way of first fixed charge, (a) the Shares (if any) listed in respect of the Chargor in Schedule 2 to Part 6 of this form (*Shares*) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 1.5. **First fixed charge on Investments** - by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.4 of the Debenture and paragraph 1.4 above) and (b) all Distribution Rights from time to time accruing to or on such Investments;
- 1.6 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 of the Debenture and paragraph 2.3 below but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- 1.7 **First fixed charges in respect of book debts** - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor (including (without limitation) any interest (legal, beneficial or otherwise) the Chargor may have in any of the FIT Payments) and (b) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any

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securities and guarantees in respect of such debts, revenues or claims;

1.8. First fixed charge on Specified Bank Balances - by way of first fixed charge, all of the Specified Bank Balances in respect of the Chargor;

1.9. First fixed charge on other Bank Balances - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.8 of the Debenture and paragraph 1.8 above);

1.10. First fixed charge on Intellectual Property - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.4 of the Debenture and paragraph 2.4 below, by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);

1.11. First fixed charges in respect of Authorisations - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.5 respectively of the Debenture and paragraph 2.1 and 2.5 below respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations,

1.12. First fixed charge on contracts - to the extent that they do not fall within any other provision of this Clause 3.1 of the Debenture and paragraph 1.1 above (*Fixed Charges*) and are not effectively assigned under Clause 3.2.2 of the Debenture and paragraph 2.2 below, by way of first fixed charge all of its rights under each agreement or document to which such Chargor is a party,

1.13. First fixed charge on goodwill and uncalled capital - by way of first fixed charge, all the goodwill and uncalled capital of the Chargor, and

1.14. First fixed charge on other Associated Rights - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture

2. Assignments by way of Security

As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Security Agent all (if any) its rights, title and interest in and to the following assets:

2.1. Authorisations - all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;

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2 2. **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;

2 3. **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Chargor;

2 4 **Intellectual Property** - the Intellectual Property (if any) owned by such Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Agent shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Lender; and

2.5. **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (*Fixed charges*) of the Debenture and paragraph 1.1 above or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 of the Debenture and paragraphs 1.2 1 and 1.2 4 above and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

3. Notice of charge or assignment

3 1 The Chargor shall, promptly upon receiving a request to that effect from the Lender, give notice of each charge or assignment of all (if any) its right, title and interest in and to:

3 1.1 the Insurances and Insurance Proceeds, by sending a notice in the form of part 1 of schedule 5 to Debenture (*Notices*) (with such amendments as the Lender may agree and/or require) duly completed to each of the other parties to the Insurances, and

3.1.2. the Charged Contracts, by sending a notice in the form of part 2 of schedule 5 to Debenture (*Notices*) (with such amendments as the Lender may agree and/or require) duly completed to each of the other parties to the Charged Contracts.

3 2 The Chargor shall procure that promptly after receiving a request from the Lender to give notice to the relevant other party, each such other party delivers an acknowledgement to the Lender in the form of the acknowledgement of notice endorsed on a copy of the relevant notice as set out in part 1 or part 2 of schedule 5 of the Debenture (*Notices*).

4. Exercise of rights under Charged Contracts

4.1. Whilst no Event of Default exists and is continuing, the Lender shall permit the Chargor to exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.

4.2. Where an Event of Default exists and is continuing, the Chargor shall, if

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Short particulars	<p>requested by the Lender, exercise its rights under the Charged Contracts only in accordance with the instructions of the Lender.</p> <p>5. Floating Charge</p> <p>5 1 As further continuing security for the payment, discharge and performance to the Lender of the Secured Obligations, the Chargor charges in favour of the Lender, by way of first floating charge, all its assets and undertaking, wherever located, both present and future.</p> <p>5 2. The floating charge created by Clause 3.5.1 of the Debenture and paragraph 5.1 above is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Transaction Security Documents in favour of the Lender as security for the Secured Obligations.</p> <p>6. Conversion of floating charge</p> <p>6 1 The Lender may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if</p> <p>6.1.1. an Event of Default has occurred which is continuing, or</p> <p>6 1 2. the Lender is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Lender, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.</p> <p>6 2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Lender shall require.</p> <p>7. Automatic conversion of floating charge</p> <p>In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.6 of the Debenture and paragraph 6 above (<i>Conversion of floating charge</i>):</p> <p>7.1. if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Lender, or</p> <p>7.2. if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,</p>	

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then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under Clause 3.6 of the Debenture and paragraph 6 above (*Conversion of floating charge*) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Chargor

8. Continuing Security

The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

9. Miscellaneous

9.1. All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

9.2. Clauses 3.1.2 to 3.1.14 inclusive of the Debenture and paragraphs 1.2 to 1.14 inclusive above shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.

9.3. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by the Debenture

10. Further Assurance

The Chargor shall:

10.1. do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s) (a) to perfect the Security created or intended to be created or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Debenture; (b) to confer on the Lender Security over any property or assets of the Chargor located in England and Wales or any other jurisdiction equivalent or similar to the Security intended to be created, or expressed to be created, by the Debenture; and/or (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture;

10.2. notify the Lender prior to the acquisition (and in any case not later than 5 Business Days prior to such acquisition) of any Real Property and promptly

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upon completion of the acquisition of any Real Property by it after the date of the Debenture and execute and deliver such form of Security as the Lender may reasonably require) at the Chargor's expense, and

- 10.3. take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes, or procuring that Operations (or such other replacement) makes the same on its behalf) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Debenture

11.Negative Pledge

11.1.During the Security Period, the Chargor shall not:

11.1.1 create, extend, or permit to subsist, any Security over any of the Secured Assets; nor

11.1.2.(a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets, (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets, (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (d) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (e) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in this paragraph 11 1

11.2 Exceptions

11.2.1.Paragraph 11.1 does not apply to (a) the Security created or required to be created pursuant to the Debenture, nor (b) the Permitted Security, nor (c) any Security, arrangement or transaction to which the Lender has given its written consent.

11 2 2.Paragraph 11.1.2 does not apply to Floating Charge Assets, which are not also Fixed Charge Assets, and which are being dealt with at arms length in the ordinary course of business

12.Power of Attorney

12.1 The Chargor irrevocably and by way of security appoints the Lender and each Receiver and any person nominated for the purpose by the Lender or the Receiver (in writing, under hand, signed by an officer of the Lender or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13.2 of the Debenture and paragraph 12.2 below.

12 2 The power of attorney granted in Clause 13.1 of the Debenture and

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paragraph 12 1 above allows the Lender, the Receiver or the relevant nominee, in the name of the Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under the Debenture and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under the Debenture or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Lender or the Receiver under, or otherwise for the purposes of, the Debenture.

12 3 The Chargor covenants with the Lender to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with Clause 13 of the Debenture and this paragraph 12.

11. Definitions

Capitalised terms used in part 6 of this form are defined in the Appendix to this form.

SCHEDULE 1

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SCHEDULE 2

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SCHEDULE 3

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SCHEDULE 4

	Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to this Deed)
1	EPC Agreement	5 April 2011	(1) Freetricity South East Limited of Argyll House, All Saints Passage, London SW18 1EP (2) Paul Barrington Williams of Blue Barn Farm, Blue Barn Lane, Weybridge, Surrey KT13 0NH (3) Benjamin Way of 25 Floral Street, Covent Garden, London WC2E 9DS (4) Freetricity Operations Limited
2.	EPC Sub-Contract	5 April 2011	(1) AVC Energy Limited of AVC House, Bessemer Drive, Stevenage, Hertfordshire SG1 2DT (2) Freetricity Operations Limited
3.	O&M Agreement	5 April 2011	(1) Freetricity South East Limited of Argyll House, All Saints Passage, London SW18 1EP (2) Freetricity Operations Limited
4.	O&M Sub-contract	5 April 2011	(1) AVC Energy Limited of AVC House, Bessemer Drive, Stevenage, Hertfordshire SG1 2DT (2) Freetricity Operations Limited
5.	Collateral Warranty	5 April 2011	(1) AVC Limited of AVC House, Bessemer Drive, Stevenage, Hertfordshire SG1 2DT (2) Freetricity Operations Limited (3) Lombard North Central PLC
6	Each Assignment of Warranties Letter	Date of the letter	(1) The relevant supplier (2) Freetricity Operations Limited (3) Lombard North Central PLC

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APPENDIX

1. DEFINITIONS

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"AVC" means AVC Energy Limited registered with company number 04813017

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Borrower" means Freetricity South East Limited registered with company number 07557697.

"Business Day" means a day, other than a Saturday or a Sunday, on which banks are open for general business in London or, for the purpose of clause 16 of the Debenture (Communications), in the principal financial centre in the jurisdiction in which the relevant communication is delivered.

"Charged Contracts" means those contracts (if any) brief particulars of which are set out in Schedule 2 to the Debenture and Schedule 4 to this form (Charged Contracts) and any other contracts, agreements and instruments of any nature or kind entered into by the Chargor including (in each case) as any of them may from time to time be amended, restated, novated or replaced.

"Collateral Warranties" means the collateral warranty agreement between AVC, the Lender and Operations amongst others entered into on or about the date of the Facility Agreement in respect of the EPC Sub-Contract and the collateral warranty agreement between AVC, the Lender and Operations amongst others entered into on or about the date of the Facility Agreement in respect of the O&M Sub Contract (each a **"Collateral Warranty"** together the **"Collateral Warranties"**)

"Compliance Certificate" means a certificate as to compliance with certain provisions of the Facility Agreement, in form and substance satisfactory to the lender

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or

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other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset

"Discharge Date" means the date with effect from which the Lender confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

"Drawdown Request" means, in respect of any proposed Loan, a notice, substantially in the form set out in Schedule 3 to the Facility Agreement (*Form of Drawdown Request*), by which the Chargor requests the Loan.

"EPC Sub-Contract" means the framework agreement to be entered into on or about the date of this agreement between Operations and the relevant EPC Sub-Contractor for the supply, installation and servicing of up to 1,200 solar panels.

"EPC Sub-Contractor" means at the date of this agreement AVC and thereafter any replacement contractor approved of by the Lender

"Event of Default" means the occurrence of any of the events or circumstances defined in the Facility Agreement as an "Event of Default" but shall also include any breach by the Chargor of, or non-compliance by the Chargor with, the provisions of the Debenture or of any other Finance Document.

"Facility Agreement" means a loan agreement made on or about the date of the Debenture between, amongst others, the Chargor and the Lender.

"Finance Documents" means the Facility Agreement, each Compliance Certificate, each Drawdown Request, each Transaction Security Document, the Collateral Warranty and each other document designated as a **"Finance Document"** by the Lender and the Chargor.

"FIT Agreement" means the agreement for payment of the feed-in-tariff to be entered into on or about the date of the Facility Agreement between the Chargor and E.ON UK Plc

"FIT Payments" means feed in tariff payments (both generation tariff and export tariff) made under the FIT Scheme

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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

"FIT Scheme" means the scheme as set out in Chapters 41-43 of the Energy Act 2008

"Fixed Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to clause 3.1 (Fixed charges) or clause 3.2 (Assignments by way of Security).

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"Group" means the Holding Company and each of its Subsidiaries (including the Chargor) for the time being

"Holding Company" means in relation to the Chargor, any other company or corporation in respect of which it is a Subsidiary for the time being.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all such Chargor's interest in any of the foregoing

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Intellectual Property" means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case throughout the world now and in the future.

"Investment" means any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of this Deed) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

"Loan" means a loan made or to be made under the Term Facility or, as the context requires, the principal amount outstanding in respect of such a loan at

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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>the relevant time.</p> <p>"O&M Sub Contract" means the operations and maintenance agreement between Operations and AVC entered into on or about the date of this agreement pursuant to which AVC agrees to provide the maintenance and meter reading services specified therein amongst others.</p> <p>"Obligor" means the Chargor and the Borrower</p> <p>"Permitted Security" means</p> <ul style="list-style-type: none"> (a) any security arising under any Finance Document; (b) any lien or right of set-off arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Obligor; or (c) any security arising under any conditional sale, hire purchase or retention of title arrangement or any arrangement having similar effect in respect of goods supplied to an Obligor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Obligor, <p>provided that in the case of (b) and (c) in relation to the Chargor such security is released within 35 days of the date of creation.</p> <p>"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to "Property" also includes a reference to each separate part or parts of such Real Property.</p> <p>"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.</p> <p>"Receiver" means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Deed in respect of the Chargor or in respect of the Secured Assets of the Chargor.</p> <p>"Secured Assets" means the assets the subject of any Security created by the Debenture.</p> <p>"Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.</p> <p>"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date</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

"Shares" means all shares (if any) specified in Schedule 4 of the Debenture and Schedule 2 to Part 6 of this form (Shares) and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 1 to the Debenture and Schedule 3 to this form (Bank accounts), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

"Specified Shares" means in relation to a Chargor the Shares specified in Schedule 4 (Shares) opposite its name

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act.

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

"Term Facility" means the term loan facility made available under clause 2 of the Facility Agreement (*The Facility*)

"Transaction Security Document" means each of the documents listed in paragraphs 2.1.2 to 2.1.5 (inclusive) and paragraph 3 of Part 1 of Schedule 2 of the Facility Agreement (*Initial Conditions Precedent*), each Mortgage (as defined in the Debenture) and each other document pursuant to which a guarantee is (or is expressed to be) granted, and/or security is (or is expressed to be) created, in favour of the Lender in respect of any obligations of any Obligor under any Finance Document and each supplemental mortgage issued pursuant to the Debenture.

2 1 Construction

In the Debenture:

2.1 1 unless a contrary indication appears, a reference to:

2.1.1.1 **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset,

2 1.1.2 **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed

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Particulars of a mortgage or charge

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Short particulars		Please give the short particulars of the property mortgaged or charged
		<p>in order to maintain or assist the ability of such person to meet its indebtedness;</p> <p>2 1 1 3 "indebtedness" includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;</p> <p>2.1.1.4 "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),</p> <p>2 1 1 5 "regulation" includes any regulation, rule, official directive, request or guideline (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,</p> <p>2.1.1.6 "set-off" includes analogous rights and obligations in jurisdictions other than England and Wales, and</p> <p>2.1.1.7 the "Lender" or any "Chargor" or "Party", shall be construed so as to include its successors in title, permitted assigns and permitted transferees;</p> <p>2 1.2 where something (or a list of things) is introduced by the word "including", or by the phrase "in particular", or is followed by the phrase "or otherwise", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);</p> <p>2.1 3 unless the Debenture expressly states otherwise or the context requires otherwise, (a) each reference in the Debenture to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference in the Debenture to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Debenture and whether amended or re-enacted since the date of the Debenture);</p> <p>2 1.4 each reference to the Debenture (or to any other agreement, instrument or deed) means, at any time, the Debenture (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of the</p>

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Debenture or of any of the Finance Documents,</p> <p>2.1.5 the index and clause and Schedule headings are for ease of reference only,</p> <p>2.1.6 an Event of Default is "continuing" if it has not been waived in writing by the Lender or remedied to the satisfaction of the Lender,</p> <p>2.1.7 references to any Security created by the Debenture are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture as the case may be, and</p> <p>unless otherwise specified in the Debenture, terms defined in the Facility Agreement shall have the same meaning when used in the Debenture.</p>	



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

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

COMPANY NO. 7471228
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2011
AND CREATED BY FREETRICITY OPERATIONS LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND ANY OBLIGOR TO LOMBARD NORTH
CENTRAL PLC 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
14 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2011

