



Registration of a Charge

Company name: **RENEWABLE TECHNICAL SERVICES LIMITED**

Company number: **06087965**



X35ZFUK2

Received for Electronic Filing: **17/04/2014**

Details of Charge

Date of creation: **17/04/2014**

Charge code: **0608 7965 0003**

Persons entitled: **CENTRIC SPV1 LIMITED**

Brief description: **A. BY WAY OF FIRST FIXED CHARGE: (I) ALL REAL PROPERTY; (II) ALL LICENCES TO ENTER UPON OR USE LAND AND THE BENEFIT OF ALL OTHER AGREEMENTS RELATING TO LAND; AND (III) THE PROCEEDS OF SALE OF ALL REAL PROPERTY; B. BY WAY OF FIRST FIXED CHARGE THE INTELLECTUAL PROPERTY; "REAL PROPERTY" MEANS ALL ESTATES AND INTERESTS IN FREEHOLD, LEASEHOLD AND OTHER IMMOVABLE PROPERTY (WHEREVER SITUATED) NOW OR IN FUTURE BELONGING TO THE OBLIGOR, OR IN WHICH THE OBLIGOR HAS AN INTEREST AT ANY TIME, TOGETHER WITH: (A) ALL BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) AND FIXED P&M AT ANY TIME THEREON; (B) ALL EASEMENTS, RIGHTS AND AGREEMENTS IN RESPECT THEREOF; AND (C) THE BENEFIT OF ALL COVENANTS GIVEN IN RESPECT THEREOF; "INTELLECTUAL PROPERTY RIGHTS" MEANS: (I) ANY PATENTS, TRADE MARKS, SERVICE MARKS, DESIGNS, BUSINESS NAMES, COPYRIGHTS, DESIGN RIGHTS, MORAL RIGHTS, INVENTIONS, CONFIDENTIAL INFORMATION, KNOW-HOW AND OTHER INTELLECTUAL PROPERTY RIGHTS AND INTERESTS WHETHER REGISTERED OR UNREGISTERED; AND (II) THE BENEFIT OF ALL APPLICATIONS AND RIGHTS TO USE SUCH ASSETS OF THE COMPANY.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BERMANS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6087965

Charge code: 0608 7965 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th April 2014 and created by RENEWABLE TECHNICAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2014 .

Given at Companies House, Cardiff on 22nd April 2014

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED

17th APRIL

2014

(1) CENTRIC SPV 1 LIMITED
as Centric

- and -

(2) RENEWABLE TECHNICAL SERVICES LIMITED
as Obligor

DEBENTURE

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY	4
3.	GRANT OF SECURITY	5
4.	FIXED SECURITY	5
5.	FLOATING CHARGE	7
6.	CONVERSION OF FLOATING CHARGE	7
7.	CONTINUING SECURITY	8
8.	LIABILITY OF OBLIGOR RELATING TO SECURITY ASSETS	8
9.	ACCOUNTS	8
10.	REPRESENTATIONS	8
11.	UNDERTAKINGS BY THE OBLIGOR	9
12.	POWER TO REMEDY	12
13.	WHEN SECURITY BECOMES ENFORCEABLE	12
14.	ENFORCEMENT OF SECURITY	13
15.	RECEIVER	14
16.	POWERS OF RECEIVER	15
17.	APPLICATION OF PROCEEDS	16
18.	SET-OFF	17
19.	DELEGATION	17
20.	FURTHER ASSURANCES	18
21.	POWER OF ATTORNEY	18
22.	PAYMENTS	18
23.	STAMP DUTY	19
24.	COSTS AND EXPENSES	19
25.	CURRENCIES	19
26.	INDEMNITY	20
27.	MISCELLANEOUS	20
28.	NOTICES	21
29.	PARTIAL INVALIDITY	21
30.	RELEASE	22
31.	COUNTERPARTS	22
32.	GOVERNING LAW	22
	EXECUTION PAGE	23

THIS DEBENTURE is made on

17TH APRIL

2014

BETWEEN

- (1) **CENTRIC SPV 1 LIMITED** a company incorporated and registered under the laws of England and Wales with limited liability and registered with the number 06441060 with its registered office at 69 Park Lane, Croydon, Surrey, CR0 1JD ("**Centric**"); and
- (2) **RENEWABLE TECHNICAL SERVICES LIMITED** a company incorporated and registered under the laws of England and Wales with number 06087965 with its registered office at Unit 2, Constellation Park, Orion Way, Kettering, Northants, NN15 6NL (the "**Obligor**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Receivables Financing Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) the following terms have the following meanings:

"**Act**" means the Law of Property Act 1925;

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

"**Charged Investments**" means the Securities and all present and future Securities Rights accruing to all or any of the Securities;

"**Default**" has the meaning given to Potential Event of Default in the Receivables Financing Agreement;

"**Insurances**" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Obligor or in which the Obligor from time to time has an interest;

"**Intellectual Property**" means all present and future Intellectual Property Rights;

"**Intellectual Property Rights**" means:

- (i) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered; and
- (ii) the benefit of all applications and rights to use such assets of the Obligor;

"**Non-Vesting Debts**" means Non-Vesting Domestic Debts and Non-Vesting Export Debts and "**Non-Vesting Debt**" means any one of them;

"Non-Vesting Domestic Debts" means any Debts (other than Export Debts) purportedly assigned to Centric pursuant to the Receivables Financing Agreement but which do not, for any reason, vest absolutely and effectively in Centric;

"Non-Vesting Export Debts" means any Export Debts purportedly assigned to Centric pursuant to the Receivables Financing Agreement but which do not, for any reason, vest absolutely and effectively in Centric;

"Other Proceeds" means all and any monies paid to a Trust Account which are not the proceeds of a Debt;

"Other Receivables" means, save for Debts, all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Party" means a party to this Deed;

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Obligor, or in which the Obligor has an interest at any time, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"Receivables Financing Agreement" means the facility agreement dated the same date as this Deed and made between (1) Renewable Technical Services Limited and (2) Centric, pursuant to which Centric has agreed to make receivables facilities available to the Obligor;

"Receiver" means any receiver or receiver and manager appointed by Centric under this Deed;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Obligor to Centric under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by the Obligor, held by a nominee on its behalf or in which the Obligor has an interest at any time;

"Securities Rights" means:

- (a) all dividends, distributions and other income paid or payable on the relevant Securities or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Security" means the Security Interests created by or pursuant to this Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed; and

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;
- (b) the Receivables Financing Agreement has been terminated according to its terms; and
- (c) Centric has no further commitment, obligation or liability under or pursuant to the Finance Documents.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) the **"Obligor"** or **"Centric"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **"this Deed"**, the **"Receivables Financing Agreement"**, any other **"Finance Document"** or any other agreement or instrument shall be construed as a reference to this Deed, the Receivables Financing Agreement, such other Finance Document or such other agreement or instrument as varied, amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Obligor provides for further advances);
 - (iii) **"assets"** includes any present and future properties, revenues and rights of every description and includes uncalled capital;
 - (iv) an Event of Default that is **"continuing"** shall be construed as meaning an Event of Default that has not been waived in writing by Centric, to the satisfaction of Centric and any waiver given by Centric shall only apply to the specific occurrence of the specific event referred to in such waiver;

- (v) **"including"** or **"includes"** means including or includes without limitation;
 - (vi) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of or similar event affecting the Obligor;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (viii) the singular includes the plural and vice versa.
- (b) References to clauses, paragraphs and schedules are to be construed, unless otherwise stated, as references to clauses, paragraphs and schedules of and to this Deed and references to this Deed include its schedules.
 - (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
 - (d) Each undertaking of the Obligor contained in this Deed must be complied with at all times during the Security Period.
 - (e) The terms of the other Finance Documents and of any side letters between any of the parties thereto in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any disposition of the property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (f) If Centric reasonably considers that an amount paid by the Obligor to Centric under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
 - (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third party rights

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

The Obligor, as principal obligor and not merely as surety, covenants in favour of Centric that it will pay and discharge the Secured Obligations from time to time when they fall due.

2.2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under

which such amount is payable and, in the absence of such agreement, at the Interest Rate from time to time.

- (b) Default interest will accrue from day to day and will be compounded at such intervals as Centric states are appropriate.

3. GRANT OF SECURITY

3.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of Centric;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. FIXED SECURITY

4.1 Fixed charges

The Obligor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first fixed charge:
 - (i) all Real Property;
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property;
- (b) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment; and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (c) by way of first fixed charge all Securities;
- (d) by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Obligor;

- (e) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic Debts;
- (f) by way of first fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the Obligor;
- (g) by way of first fixed charge all Related Rights relating to any Non-Vesting Export Debts;
- (h) by way of first fixed charge all Other Proceeds;
- (i) by way of first fixed charge all Intellectual Property;
- (j) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge, such Assigned Asset;
- (k) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Obligor or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of the Obligor and all bills of exchange and other negotiable instruments held by it; and
- (l) by way of first fixed charge all of the goodwill and uncalled capital of the Obligor.

4.2 Security assignments

The Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (a) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (b) Other Receivables not assigned under clause 4.2(a) above.

To the extent that any Assigned Asset described in clauses 4.2(a) and 4.2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Obligor to any proceeds of an Assigned Asset.

4.3 Assigned Assets

Centric is not obliged to take any steps necessary to preserve any Assigned Asset, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5. FLOATING CHARGE

The Obligor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

Centric may, by written notice to the Obligor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Obligor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) Centric (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small companies

The floating charge created under this Deed by the Obligor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Obligor.

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) the Obligor creates (or attempts or purports to create) any Security Interest on or over the relevant Security Asset without the prior written consent of Centric; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of the Obligor which are subject to a floating charge if an administrator is appointed in respect of the Obligor or Centric receives notice of intention to appoint such an administrator.

6.4 Partial conversion

The giving of a notice by Centric pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of the Obligor shall not be construed as a waiver or abandonment of the

rights of Centric to serve similar notices in respect of any other class of assets or of any other right of Centric.

7. CONTINUING SECURITY

7.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which Centric may at any time hold for any Secured Obligation.

7.3 Right to enforce

This Deed may be enforced against the Obligor without Centric first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

8. LIABILITY OF OBLIGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, the Obligor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. Centric is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of the Obligor with Centric or in which the Obligor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any third party.

10. REPRESENTATIONS

10.1 General

The Obligor makes the representations and warranties set out in this clause 10 to Centric.

10.2 No Security Interests

Its Security Assets are, or when acquired will be, beneficially owned by the Obligor free from any Security Interest other than:

- (a) as created by this Deed; and
- (b) as permitted by the Receivables Financing Agreement.

10.3 No avoidance

This Deed creates the Security Interests which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Obligor or otherwise.

10.4 Time when representations made

- (a) All the representations and warranties in this clause 10 are made by the Obligor on the date of this Deed and are also deemed to be made by the Obligor on the date of each Notification.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

11. UNDERTAKINGS BY THE OBLIGOR

11.1 Restrictions on dealing

The Obligor shall not do or agree to do any of the following without the prior written consent of Centric:

- (a) create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the Receivables Financing Agreement;
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for:
 - (i) the sale at market value of stock in trade in the usual course of trading as conducted by the Obligor;
 - (ii) the sale of fixed assets with an original cost of less than £5,000;
 - (iii) vehicles under a finance lease, where such vehicles are being replaced and any hire purchase assets which are excluded;
 - (iv) the disposal of obsolete stock where there has been no stock movement for at least 12 months; and
 - (v) the disposal of scrapped stock, where such stock has been damaged beyond saleable condition or is time expired (for example resins and glue).

11.2 Security Assets generally

The Obligor shall:

- (a) permit Centric (or its designated representatives), on reasonable written notice:
 - (i) access during normal office hours to any documents and records relating to the Security Assets; and
 - (ii) to inspect, take extracts from, and make photocopies of, the same,

and to provide (at the expense of the Obligor), such clerical and other assistance which Centric may reasonably require to do this;

- (b) notify Centric of every notice, order, application, requirement or proposal given or made by any competent authority within 14 days of receipt of every notice, order, application, requirement or proposal given or made in relation to any Security Assets and (if required by Centric) immediately provide it with a copy of the same and either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as Centric may require or approve **PROVIDED ALWAYS** that notices in respect of limb (a) of the definition of Securities Rights shall only be dealt with in accordance with this clause 11.2(b) following the exercise by Centric of its rights in accordance with clause 11.4(b);
- (c) duly and punctually pay all rates, rents, Taxes and other outgoings owed by it in respect of the Security Assets; and
- (d) in addition to any provisions of the Receivables Financing Agreement or this Deed relating to specific Security Assets:
 - (i) comply in all material respects with all obligations in relation to the Security Assets under any present or future law, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or other approvals, licences or consents;
 - (ii) comply with all material covenants and obligations affecting the Security Assets (or their manner of use);
 - (iii) not, except with the prior written consent of Centric, enter into any onerous or restrictive obligation affecting any Security Asset;
 - (iv) provide Centric with all information which it may reasonably request in relation to the Security Assets; and
 - (v) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

11.3 Securities

- (a) The Obligor shall, immediately upon a request by Centric by way of security for the Secured Obligations:
 - (i) deposit with Centric or, as Centric may direct, all certificates and other documents of title or evidence of ownership to all or any of the Securities and their Securities Rights; and
 - (ii) execute and deliver to Centric pre-stamped instruments of transfer in respect of all or any of the Securities (executed in blank and left undated) and/or such other documents as Centric shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to all or any of the Securities and their Securities Rights (or to pass legal title to any purchaser).

- (b) The Obligor shall immediately upon a request by Centric:
 - (i) give notice to any custodian of any agreement with the Obligor in respect of all or any of the Securities and all present and future Securities Rights accruing to the Securities, in a form Centric may require; and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form Centric may require.
- (c) Without prejudice to the rest of this clause 11.3, Centric may, at the expense of the Obligor, take whatever action is required for the dematerialisation or rematerialisation of all or any of the Securities and all present and future Securities Rights accruing to the Securities.
- (d) The Obligor shall promptly pay all calls or other payments which may become due in respect of all or any of the Securities and all present and future Securities Rights accruing to the Securities.

11.4 Rights in respect of Securities and Securities Rights

- (a) Until an Event of Default occurs, the Obligor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Securities, provided that it must not do so in a manner which (A) has the effect of changing the terms of such Securities (or any class of them) or of any Securities Rights or (B) which is prejudicial to the interests of Centric.
- (b) At any time following the occurrence of an Event of Default which is continuing, Centric may complete the instrument(s) of transfer for all or any Securities on behalf of the Obligor in favour of itself or such other person as it may select.
- (c) At any time when any Securities are registered in the name of Centric or its nominee, Centric shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Securities are duly and promptly paid or received by it or its nominee; or
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Securities Rights in respect of or in substitution for any such Securities.

11.5 Dealings with and realisation of Non-Vesting Debts and Other Proceeds

- (a) The Obligor shall only deal with Non-Vesting Debts and the proceeds thereof and the Related Rights thereto in accordance with the Receivables Financing Agreement.
- (b) The Obligor agrees that the Other Proceeds shall be dealt with as if they were the proceeds of Debts assigned or purportedly assigned to Centric in accordance with the terms of the Receivables Financing Agreement.

11.6 Intellectual Property

Unless Centric is of the opinion that the relevant Intellectual Property is of minor importance to the Obligor, the Obligor shall:

- (a) do all acts as are reasonably practicable to maintain, protect and safeguard (including, without limitation, registration with all relevant authorities) its Intellectual Property and not discontinue the use of any of its Intellectual Property; and
- (b) take all such reasonable steps, including the commencement of legal proceedings, as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its Intellectual Property.

12. POWER TO REMEDY

12.1 Power to remedy

If at any time the Obligor does not comply with any of its obligations under this Deed, Centric (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Obligor irrevocably authorises Centric and its employees and agents by way of security to do all things (including entering the property of the Obligor) which are necessary or desirable to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of Centric under this clause 12 shall not render it liable as a mortgagee in possession.

12.3 Monies expended

The Obligor shall pay to Centric on demand any monies which are expended by Centric in exercising its powers under this clause 12, together with interest at the Interest Rate from the date on which those monies were expended by Centric (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

13.3 Enforcement

After this Security has become enforceable, Centric may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit.

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security. The statutory powers of leasing conferred on Centric are extended so as to authorise Centric to lease, make agreements for leases, accept surrenders of leases and grant options as Centric may think fit and without the need to comply with section 99 or 100 of the Act.

14.2 Powers of Centric

- (a) At any time after the Security becomes enforceable, Centric may without further notice (unless required by law):
 - (i) (or if so requested by the Obligor by written notice at any time may) appoint any person or persons to be a receiver or receiver and manager of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Obligor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of the Obligor and without any further consent or authority of the Obligor) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Investments are registered, or who is the holder of any of them.
- (b) Centric is not entitled to appoint a Receiver in respect of any Security Assets of the Obligor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Obligor.

14.3 Redemption of prior mortgages

At any time after the Security has become enforceable, Centric may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on the Obligor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Obligor to Centric on demand.

14.4 Privileges

Each Receiver and Centric is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

14.5 No liability

- (a) Neither Centric nor any Receiver shall be liable (i) in respect of all or any part of the Security Assets or (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.5(a), neither Centric nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.6 Protection of third parties

No person (including a purchaser) dealing with Centric or any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which Centric or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to Centric or to the Receiver is to be applied.

15. RECEIVER

15.1 Removal and replacement

Centric may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and Centric (or, failing such agreement, to be fixed by Centric).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to Centric in relation to the Secured Obligations shall be capable of being applied by Centric in discharge of the Secured Obligations.

15.5 Agent of Obligor

Any Receiver shall be the agent of the Obligor. The Obligor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. Centric shall incur no liability (either to the Obligor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (b) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (c) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of the Obligor as he thinks fit;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Real Property containing them, without the consent of the Obligor. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Obligor was concerned or interested before his appointment (being a project for the alteration,

improvement, development, completion, construction, modification, refurbishment or repair of any building or land);

- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Obligor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Obligor;
- (g) to take any such proceedings (in the name of the Obligor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as Centric shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of the Obligor, and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of the Obligor for any of the above purposes.

17. APPLICATION OF PROCEEDS

17.1 Application

All monies received by Centric or any Receiver after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by Centric or any Receiver and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;

- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations; and
- (c) *thirdly*, in payment of any surplus to the Obligor or other person entitled to it.

17.2 Contingencies

If the Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), Centric or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

18. SET-OFF

18.1 Set-off

- (a) Centric may (but shall not be obliged to) set off any obligation (contingent or otherwise under the Finance Documents or which has been assigned to Centric) against any obligation (whether or not matured) owed by Centric to the Obligor, regardless of the place of payment, booking branch or currency of either obligation.
- (a) If the obligations are in different currencies, Centric may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If either obligation is unliquidated or unascertained, Centric may set off in an amount estimated by it in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to clause 18.1(*Set-off*) if any time deposit matures on any account which the Obligor has with Centric at a time when:

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as Centric in its absolute discretion considers appropriate unless Centric otherwise agrees in writing.

19. DELEGATION

Each of Centric and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither Centric nor any Receiver shall be in any way liable or responsible to the Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

20. FURTHER ASSURANCES

20.1 Further action

The Obligor shall, at its own expense, promptly take whatever action Centric or a Receiver may require for:

- (a) creating, perfecting or protecting the Security Interests intended to be created by this Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by Centric or any Receiver or any of its or his delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to Centric or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case Centric may think expedient.

20.2 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*), the Obligor shall forthwith at the request of Centric execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by this Deed in favour of Centric (including any arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)) in such form as Centric may require.

21. POWER OF ATTORNEY

The Obligor, by way of security, irrevocably and severally appoints Centric, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which the Obligor is obliged to take under this Deed, including under clause 20 (*Further assurances*). The Obligor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. PAYMENTS

22.1 Payments

Subject to clause 22.2 (*Gross-up*), all payments to be made by the Obligor in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as Centric may designate; and
- (b) without (and free and clear of, and without any deduction for or on account of):
 - (i) any set-off or counterclaim; or
 - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

22.2 Gross-up

If the Obligor is compelled by law to make any deduction or withholding from any sum payable under this Deed to Centric, the sum so payable by the Obligor shall be increased so as to result in the receipt by Centric of a net amount equal to the full amount expressed to be payable under this Deed.

23. STAMP DUTY

The Obligor shall:

- (a) pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection therewith; and
- (b) indemnify Centric and any Receiver on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges.

24. COSTS AND EXPENSES

24.1 Transaction and amendment expenses

The Obligor shall promptly on demand pay to Centric the amount of all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by Centric in connection with:

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security or any document referred to in this Deed; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.

24.2 Enforcement and preservation costs

The Obligor shall promptly on demand pay to Centric and any Receiver the amount of all costs, charges and expenses (including (without limitation) legal fees (and any VAT or similar Tax thereon)) incurred by any of them in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of their respective rights under this Deed or any document referred to in this Deed or the Security (including all remuneration of the Receiver).

25. CURRENCIES

25.1 Conversion

All monies received or held by Centric or any Receiver under this Deed may be converted from their existing currency into such other currency as Centric or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Spot Rate of Exchange. The Obligor shall indemnify Centric against all costs, charges and expenses incurred in relation to such conversion.

Neither Centric nor any Receiver shall have any liability to the Obligor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

25.2 Currency indemnity

No payment to Centric (whether under any judgment or court order or in the liquidation, administration or dissolution of the Obligor or otherwise) shall discharge the obligation or liability of the Obligor in respect of which it was made, unless and until Centric shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, Centric shall have a further separate cause of action against the Obligor and shall be entitled to enforce the Security to recover the amount of the shortfall.

26. INDEMNITY

The Obligor shall indemnify Centric, any Receiver and any attorney, agent or other person appointed by Centric under this Deed and Centric's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) incurred by any Indemnified Party as a result of or in connection with:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or occupation of them by any person (including any Environmental Claim); or
- (c) any breach by the Obligor of any of its obligations under this Deed.

27. MISCELLANEOUS

27.1 Appropriation and suspense account

- (a) Centric may apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit. Any such appropriation shall override any appropriation by the Obligor.
- (b) All monies received, recovered or realised by Centric under, or in connection with, this Deed may at the discretion of Centric be credited to a separate interest bearing suspense account for so long as Centric determines (with interest accruing thereon at such rate, if any, as Centric may determine for the account of the Obligor) without Centric having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Obligations.

27.2 New accounts

If Centric receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for the Obligor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time all payments made to Centric will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

27.3 Changes to the Parties

- (a) The Obligor may not assign any of its rights under this Deed.
- (b) Centric may assign or transfer all or any part of its rights under this Deed. The Obligor shall, immediately upon being requested to do so by Centric, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

27.4 Memorandum and articles

The Obligor certifies that the Security does not contravene any of the provisions of the memorandum or articles of association of the Obligor.

27.5 Amendments and waivers

Any provision of this Deed may be amended only if Centric and the Obligor so agree in writing and any breach of this Deed may be waived before or after it occurs only if Centric so agrees in writing. A waiver given or consent granted by Centric under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

27.6 Calculations and certificates

A certificate of Centric specifying the amount of any Secured Obligation due from the Obligor (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Obligor in the absence of manifest error.

27.7 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of Centric, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

28. NOTICES

28.1 Communications in writing

The provisions of clauses 32.1 to 32.3 inclusive of the Receivables Financing Agreement shall apply to this Deed as if the same were set out in this Deed, provided that reference to "each Party" shall be deemed to be references to each party to this Deed.

28.2 Electronic communications

No communication to be made under this Deed shall be made electronically.

29. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

30. RELEASE

Upon the expiry of the Security Period (but not otherwise) Centric shall, at the request and cost of the Obligor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

31. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

32. GOVERNING LAW


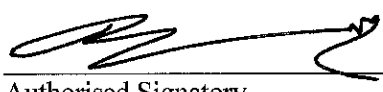
This Deed is governed by English law.

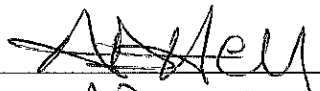
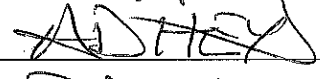
IN WITNESS of which this Deed has been duly executed by the Obligor as a deed and duly executed by Centric and has been delivered on the first date specified on page 1 of this Deed.

EXECUTION PAGE

CENTRIC SPV 1 LIMITED


Executed as a deed, but not delivered until the first date specified on page 1, by **CENTRIC SPV 1 LIMITED** acting by a Director and a duly authorised signatory in the presence of:


) 
) _____
) Director
) 
) _____
) Authorised Signatory

Witness Signature 
Witness Name 
Address 69 PARK LANE
CROYDON
CRO LTD
Occupation UNDERWRITER

THE OBLIGOR

Executed as a deed, but not delivered until the first date specified on page 1, by **RENEWABLE TECHNICAL SERVICES LIMITED** acting by a director in the presence of:

) 
) _____
) Director

Witness Signature 
Witness Name R PAYNE
Address 13 HARDWICK VILLAGE,
HARDWICK, NORTHANTS,
NN9 5AL
Occupation RTS INTERNATIONAL PROJECT MANAGER

Occupation _____

Notices

Address: Unit 2, Constellation Park, Orion Way, Kettering, Northamptonshire, NN15 6NL

Fax Number:

Attention: Ian Sharpe

