

MG01

Particulars of a mortgage or charge

000253/13

A fee is payable with this form

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

What this form is for

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

What this form is NOT for

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

WEDNESDAY



A1FUTR76

A19

22/08/2012

#287

COMPANIES HOUSE

1

Company details

Company number 0 7 4 0 7 7 9 1
Company name in full EES Operations 1 Limited (the "Chargor")

1 6 1

For official use

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d 2 1 m 0 8 y 2 0 y 1 2

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 supplemental legal mortgage (the "Supplemental Mortgage") dated 21 August 2012
and made between (1) the Chargor and (2) Lombard North Central plc (the "Lender"),
supplemental to a debenture dated 20 May 2011 made between the Chargor and the
Lender (the "Debenture")

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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

Name Lombard North Central Plc

Address 3 Princess Way

Redhill

Postcode R H 1 1 N P

Name

Address

Postcode

Continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

As specified in the continuation page to this form

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

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

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

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

Commission allowance
or discount

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

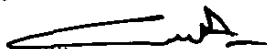
9

Signature

Please sign the form here

Signature

Signature



For and on behalf of EES Operations 1 Limited

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 Richard Spencer

Company name BPE Solicitors LLP

Address St James' House

St James' Square

Post town Cheltenham

County/Region

Postcode G L 5 0 3 P R

Country

DX 141660 Cheltenham 11

Telephone 01242 248232

✓ 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

i 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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Amount secured

Amount secured

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 Chargor and any Obligor to the Lender under the Finance Documents (including the Debenture, the Supplemental Mortgage and any other Mortgage), 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"**)

Capitalised terms are defined in the Appendix to this form

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Particulars of a mortgage or charge

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Short particulars

Short particulars of all the property mortgaged or charged

- 1 **FIXED SECURITY**

The Chargor has charged with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property
- 2 **NEGATIVE PLEDGE**
 - 2.1 During the Security Period, the Chargor shall not
 - 2.1.1 create, extend or permit to subsist any Security over any of the Secured Assets, nor
 - 2.1.2 (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 2.1 and clause 5.1 of the Debenture
 - 2.2 **Exceptions**
 - 2.2.1 Paragraph 2.1 and clause 5.1 (*Negative pledge*) of the Debenture do not apply to (a) the Security created or required to be created pursuant to the Supplemental Mortgage or any Mortgage, nor (b) the Permitted Security, nor (c) any Security, arrangement or transaction to which the Lender has given its written consent
 - 2.2.2 Paragraph 2.1.2 and clause 5.1.2 of the Debenture do 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
- 3 **POWER OF ATTORNEY**
 - 3.1 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 paragraph 3.2 and clause 13.2 of the Debenture
 - 3.2 The power of attorney granted in paragraph 3.1 and clause 3.1 of the Debenture 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 this Deed and each Mortgage 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 this Deed or any Mortgage 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

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6 Short particulars of all the property mortgaged or charged

Short particulars

for the purposes of, the Supplemental Mortgage or any Mortgage

- 3 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 this paragraph 3 and clause 13 of the Debenture

4 INTERPRETATION

- 4 1 The Supplemental Mortgage is supplemental to the Debenture. The terms of the Debenture (other than clause 3 (*Security*)) shall be deemed to be incorporated into the Supplemental Mortgage, as if references to those clauses to the Debenture are references to the Supplemental Mortgage and as if all reference to Secured Assets are references to the assets of the Chargor from time to time charged in favour of or assigned to the Lender pursuant to the Supplemental Mortgage and as if all references to the Debenture are references to the Supplemental Mortgage

Capitalised terms are defined in the Appendix to this form

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SCHEDULE (*Details of Mortgaged Property*)

The following leasehold properties known as "The airspace above the roof of "

Hexworthy Crest Leburnick Launceston Cornwall PL15 9NL

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Short particulars

Short particulars of all the property mortgaged or charged

APPENDIX

"Compliance Certificate" means a certificate as to compliance with certain provisions of this agreement, in form and substance satisfactory to the Lender

"Deed of Subordination" means a deed of subordination dated on or about the date of this agreement between the Chargor, EESL, EREL and the Lender

"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

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

"EESL" means Ecovision Energy Solutions Limited (company number 07397371)

"EREL" means Ecovision Renewable Energy Limited (company number 07397378)

"Facility Agreement" means a loan agreement dated 9 February 2011 as amended and restated on or about the date of the Debenture and made between, amongst others, the Chargor and the Lender

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

"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*) of the Debenture

"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

"Loan" means a Term Loan

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"Mortgage" means a mortgage or charge in respect of the Property substantially in the form of Schedule 9 to the Debenture

"Mortgaged Property" means the real property specified in the Schedule (*Details of Mortgaged Property*), and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights

"Obligors" means the Chargor and EESL

"Permitted Security" means

(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 an Obligor,

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 its creation

"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

"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

"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 the Debenture, the Supplemental Mortgage or any Mortgage in respect of the Chargor or in respect of the Secured Assets of the Chargor

"Related Rights" means, in relation to the Mortgaged Property, the proceeds of sale of any part of the Mortgaged Property, all rights under any licence, agreement for sale or agreement for lease in respect of the Mortgaged Property, all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Mortgaged Property, and any moneys and proceeds paid or payable in respect of the Mortgaged Property

"Secured Assets" means the assets the subject of any Security created by the Debenture, the Supplemental Mortgage and any Mortgage

"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

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date

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

"Term 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 the relevant time

"Transaction Security Documents" means each of the documents listed in paragraphs 2.1.2 to 2.1.4 (inclusive) and paragraph 3 of Part 1 of Schedule 2 (*Initial Conditions Precedent*) to the Facility Agreement, 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 or EREL under any Finance Document and each supplemental mortgage issued pursuant to the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7407791
CHARGE NO. 161**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE SUPPLEMENTAL TO A DEBENTURE DATED 21
AUGUST 2012 AND DATED 21 AUGUST 2012 AND CREATED BY
EES OPERATIONS 1 LIMITED 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 22 AUGUST
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 AUGUST 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES