

MG01

143376/13

Particulars of a mortgage or charge



A fee is payable with this form.

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



What this form is for

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



What this form is NOT for

You cannot use this form to re-
gister particulars of a charge for a Sc
company. To do this, please use
form MG01s

WEDNESDAY



L146EC8A

LD3

07/03/2012

#14

COMPANIES HOUSE

1

Company details

Company number

0 7 4 4 4 2 5 3

Company name in full

THE STREET BY STREET SOLAR PROGRAMME LIMITED

3

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

d2 d9 m0 m2 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Trust Debenture dated 29 February 2012 between the Company and the
Security Trustee (as defined below) (the "Debenture")

4

Amount secured

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

Amount secured

All moneys and liabilities (whether actual or
contingent) which are now or may at any time
hereafter be due, owing or payable, to the
Stockholders, in each case from or by the Company
under the terms of any Finance Documents (the
"Secured Obligations")

Note Capitalised terms not defined on this page
are defined in the Continuation Sheet

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name ALBION DEVELOPMENT VCT PLC ("Security Trustee")

Address 1 King's Arms Yard

London

Postcode E C 2 R 7 A F

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars Pursuant to Clause 1 of the Debenture

1 COVENANT TO PAY

The Company covenanted with the Security Trustee to pay and discharge all the Secured Obligations due, payable or owing by it or expressed to be due, owing or payable by it at the time or times when, and in the currency or currencies in which, the same are expressed to be payable by it under the Finance Documents

(Please see continuation pages)

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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

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).

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Signature

Please sign the form here

Signature

Signature

X *Berwin Lightman Praisner LLP* X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name GLLO/27558 00085

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

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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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
		PURSUANT TO CLAUSE 2 OF THE DEBENTURE
		2 SECURITY
		2 1 The Company hereby charges with full title guarantee to the Security Trustee as security for the payment and discharge of all the Secured Obligations
		FIRST - The property vested in it and described in Schedule 1 (<i>The Property</i>) together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
		SECOND - All other freehold and leasehold property vested in it both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
		THIRD - All plant, machinery, vehicles and other equipment now or hereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment,
		FOURTH - All Investments now or hereafter beneficially owned by the Company, and all dividends, interest and other distributions paid or payable in respect thereof,
		FIFTH - All Negotiable Instruments of the Company,
		SIXTH - The benefit of all present and future licences (statutory or otherwise) held in connection with the business of the Company or the user of any property the subject of the security created by or pursuant to this Debenture and the right to recover and receive all compensation which may at any time become payable to the Company in respect thereof,
		SEVENTH - All licences and patents (including applications and the rights to apply therefore), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to the Company,
		EIGHTH - The goodwill and the uncalled capital of the Company both present and future,
		NINTH - The debts due or owing to the Company both present and future and including amounts payable to the Company in respect of feed in tariffs for energy generated by equipment installed by the Company (whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business),
		TENTH - All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes) which are from time to time taken out by or (to the extent of such interest) in which the Company has an interest including, without limitation, keyman policies (if any) in respect of the lives of directors, officers or employees of the Company,
		ELEVENTH - The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future, and
		TWELFTH - The undertaking and all other property and assets of the Company both present and future,
		all and any of the property and assets FIRST through TWELFTH described above being the " Charged Property "
		2 2 The charges on the property and assets FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH and TENTH described are created as fixed charges and constitute charges by way of legal mortgage on the property FIRST, SECOND and FOURTH described which is now vested in the Company The charges on the property and assets ELEVENTH and TWELFTH described are created as floating charges unless and until the provisions of Clause 4 2 and/or Clause 4 3 become operative when the floating charges shall crystallise and become fixed charges. Such floating charges being qualifying floating charges for the purposes of paragraph 14 of schedule B1 of the Insolvency Act, the provisions of such paragraph applying to such floating

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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

charges

2 3 The security hereby created shall be a continuing security for the Secured Obligations and shall not be considered as satisfied or discharged by any intermediate payment or settlement of any part of the Secured Obligations

2 4 The Company hereby undertakes with the Security Trustee that at no time during the subsistence of the security constituted by or pursuant to this Debenture will the Company

(a) otherwise than

(i) in the Security Trustee's favour, or

(ii) with the Security Trustee's prior written consent,

create, grant, extend or permit to subsist any mortgage, charge or other fixed security or any floating charge or any pledge, hypothecation or lien (other than a lien arising by operation of law securing a debt outstanding for no more than 21 days) or other security interest of any kind on or over the Charged Property or any part thereof or dispose of the equity of redemption in any such property interest. The foregoing prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security hereby constituted but also to any mortgages, securities or charges which rank or purport to rank *par passu* therewith or thereafter,

(b) otherwise than with the prior written consent of the Security Trustee (and save for disposals permitted in the Subscription Agreement and except for sales of stock-in-trade in the ordinary course of business)

(i) part with, sell or transfer or otherwise dispose of or agree to dispose of all or any part of the Charged Property,

(ii) allow any person any licence or other right to use or share possession of all or any part of the Charged Property, and

(c) none of the foregoing prohibitions in this Clause 2 4 shall be construed as limiting any powers exercisable by any receiver appointed by the Security Trustee hereunder and being an agent of the Company

2 5 Until this Debenture is discharged the Company shall unless otherwise agreed in writing by the Security Trustee

(a) get in and realise all its debts in the ordinary course of its business (which shall not extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation (until payment to the special account as hereinafter provided) upon trust for the Security Trustee,

(b) if the Security Trustee so requires, pay all monies which it may receive in respect of the property charged by way of fixed charge into such separate and denominated account (the "**special account**") as the Security Trustee may specify,

(c) not except with the prior written consent of the Security Trustee, withdraw from the special account all or any monies standing to the credit of the special account, and

(d) if called upon so to do by the Security Trustee execute a legal assignment of its debts or its indebtedness to the Security Trustee in such terms as the Security Trustee may require and give such notice thereof to the debtors from whom its debts are or its indebtedness is due owing or incurred and take such other steps as the Security Trustee may require to perfect such legal assignment

Definitions and Interpretation

In this form MG01

Unless otherwise defined, terms in the Loan Stock Deed bear the same meaning as this form MG1

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

"Insolvency Act" means the Insolvency Act 1986

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

"Lead Stockholders" means those Stockholders whose aggregate holding of outstanding Stock constitutes greater than 75% of all outstanding Stock from time to time

"Loan Stock Deed" means the deed of even date herewith constituting the Stock

"LPA" means the Law of Property Act 1925

"Negotiable Instruments" means all bills of exchange, promissory notes and other negotiable instruments of any description beneficially owned now or hereafter by the Company

"Original Shares" means the shares listed in Schedule 2 (*The Original Shares*) (if any)

"Original Stockholders" means the Security Trustee, Albion Income & Growth VCT PLC (registered in England and Wales under company number 5132495), Albion Venture Capital Trust PLC (registered in England and Wales under company number 3142609), Albion Prime VCT PLC (registered in England and Wales under company number 3265074), Albion Technology & General VCT PLC registered in England and Wales company number 4114310), Crown Place VCT PLC (registered in England and Wales company number 3495287), Albion Enterprise VCT PLC (registered in England and Wales company number 05990932) and Kings Arms Yard VCT PLC (registered in England and Wales under company number 03139019) the registered office of each of which is at 1 King's Arms Yard, London EC2R 7AF (the **"Original Stockholders"**) and/or the person or the several persons for the time being entered in the Register as the holder or holders of the Stock and **"Stockholder"** means any one of them

"Register" means the register of the holders of the Stock kept in accordance with Clause 3.2 of the Loan Stock Deed by the Company at the Company's registered office

"Secured Obligations" means all moneys and liabilities (whether actual or contingent) which are now or may at any time hereafter be due, owing or payable, or expressed to be due, owing or payable, to the Stockholders, in each case from or by the Company under the terms of any Finance Document

"Stock" means the Secured Loan Stock 2037 constituted under the Loan Stock Deed or as the case may require the amount thereof for the time being issued and outstanding or a specified portion thereof

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

Schedule 1 - The Property None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7444253
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A TRUST DEBENTURE DATED 29
FEBRUARY 2012 AND CREATED BY THE STREET BY STREET
SOLAR PROGRAMME LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
STOCKHOLDERS ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 7 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES