

MG01

Particulars of a mortgage or charge

013231/26



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-
register particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



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07/04/2011

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COMPANIES HOUSE

1

Company details

Company number

67546280

Company name in full

Closer2 Alternative Energy Limited (the "Charging Company")

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

31/03/2011

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

Composite guarantee and debenture dated 31 March 2011 made between the Charging Company and NVM
Private Equity Limited (the "Trustee") (the "Guarantee and Debenture")

Capitalised terms used in this form MG01 are as defined in the Guarantee and Debenture

4

Amount secured

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

Amount secured

All monies, obligations and liabilities now or at any time in the future due,
owing or incurred to the Security Beneficiaries or to the Trustee from or by
the Charging Company when the same become due for payment or
discharge, whether by acceleration or otherwise, and whether such monies
obligations or liabilities are express or implied, present or future, actual or
contingent, joint or several, incurred as principal or surety and whether
originally owing to the Security Beneficiaries or any of them or to the
Trustee or purchased or otherwise acquired by it or any of them and whether
denominated in sterling or in any other currency, or incurred on any banking
account or in any other manner whatsoever and all other amounts payable by
the Charging Company under the Guarantee and Debenture (the "Secured
Obligations")

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

Continuation page

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

Name NVM Private Equity Limited (CRN 02201762)
Address Northumberland House, Princess Square, Newcastle Upon Tyne

Postcode N E 1 8 E R

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

1 Charges

1 1 The Charging Company with full title guarantee charges to the Trustee as trustee for the Security Beneficiaries by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Charging Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Charging Company or in which the Charging Company may from time to time have an interest

(a) all freehold and leasehold property of the Charging Company (including without limitation the property (if any) specified in Part 1 of Schedule 3 of the Guarantee and Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all right easements and privileges appurtenant to or benefiting the same,

(b) all plant, machinery (other than that charge by clause (a)) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same,

(c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them,

(d) the Receivables,

(e) all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with the Trustee or with any other bank, financial institution or person,

(f) the Insurances and all proceeds of the Insurances,

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

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

- 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

N/a

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Wragge & Co LLP* X

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

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Particulars of a mortgage or charge



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 2048392/KXJ1/HGB1

Company name
Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C 1 N 2 S W

Country United Kingdom

DX DX 155790 Bloomsbury 9

Telephone 08709031000



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

Please give the short particulars of the property mortgaged or charged

Short particulars

(g) all uncalled capital and the goodwill of the Charging Company now or at any time in the future and existence,

(h) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Charging Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and / or compensation which may be payable to it in respect of them, and

(i) the Intellectual Property

1 2 The Charging Company with full title guarantee charges to the Trustee as trustee for the Security Beneficiaries by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Trustee by way of fixed charge pursuant to clause 1 1 of this form

1 3 As further security for the payment of the Secured Obligations, the Charging Company assigns absolutely to the Trustee as trustee for the Security Beneficiaries all its right, title and interest in the Receivables (subject to clause 8 of the Guarantee and Debenture) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Trustee will at the request and cost of the Charging Company reassign the Receivables, Assigned Agreements and Insurances

1 4 Each of the charges referred to in clause 1 1 of this form shall be read as and construed as, and deemed to be, separate charges over each of the items mentioned in sub-clauses 1(a) - (i) (inclusive), so that each item mentioned in each sub-clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property shall be deemed to be subject to a separate charge Without prejudice to the generality of the previous sentence if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)

1 5 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 1 2 above which floating charge is accordingly a qualifying floating charge for such purposes

1 6 To the extent that the Charged Assets constitute Financial Collateral, the Charging Company agrees that such Charged Assets shall be held or designated so as to be under the control of the Trustee (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations To the extent that the Charged Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to the Guarantee and Debenture, the Trustee shall have the right at any time after the Guarantee and Debenture becomes enforceable, to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations The value of any Charged Assets appropriated in accordance with this clause shall be (a) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised and (b) in the case of Securities, the market price of that Charged Asset at the time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Trustee may select (acting reasonably) The Charging Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations

2 Negative Pledge

2 1 The Charging Company covenanted that it will not without the prior consent in writing of the Trustee

(a) (save in relation to the Receivables to the extent permitted or required pursuant to clause 8 of the Guarantee and Debenture) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted

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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

Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them,

(b) create or attempt to create or permit to subsist in favour of any person other than the Trustee any Encumbrance (except Permitted Encumbrances),

(c) dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to the Receivables to the extent permitted pursuant to clause 8 of the Guarantee and Debenture and in particular but without limitation subject to the provisions of clause 8 of the Guarantee and Debenture) to be sold at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Charging Company's business



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7546280
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 31 MARCH 2011 AND CREATED BY
CLOSER2 ALTERNATIVE ENERGY LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE SECURITY BENEFICIARIES OR TO NVM PRIVATE
EQUITY LIMITED 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 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES