

MG01

296363

13

Particulars of a mortgage or charge



iris
LASERFORM

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

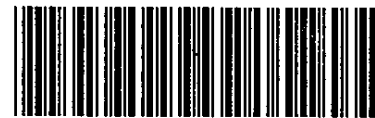
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



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

SATURDAY



A25

A198BR4H

19/05/2012

#203

COMPANIES HOUSE

1

Company details

Company number

0 7 7 3 9 8 7 6

Company name in full

HOLBEACH BIOGAS LIMITED ✓

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

d1 d7 m0 m5 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

✓ Debenture between (1) HOLBEACH BIOGAS LIMITED (the "**Borrower**") and (2) TAMAR ENERGY LIMITED (the "**Lender**")

4

Amount secured

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

Amount secured

£10

All present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Facility Agreement or this debenture (including, without limitation, those arising under clause 13.3) or otherwise together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities ("**Secured Liabilities**")

See continuation sheet for definitions used in this form

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	TAMAR ENERGY LIMITED (Co Number 7703877)									
Address	52 JERMYN STREET									
	LONDON									
Postcode	S	W	1	Y		6	L	X		
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

3 GRANT OF SECURITY

3 1 Charging Clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee

3 1 1 charges to the Lender, by way of first legal mortgage, all the Properties listed in Schedule 1,

3 1 2 charges to the Lender, by way of first fixed charge

(a) all Properties acquired by the Borrower in the future,

(b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property,

(c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

(e) all present and future goodwill and uncalled capital for the time being of the Borrower, and

(f) all Equipment, and

See continuation sheet

MG01

Particulars of a mortgage or charge

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

None

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 *Mandy UP*

X

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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

Clause 13.3 provides

13 3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement

13 3 1 the Lender or its nominee shall be at liberty to retain this debenture and the security created by or pursuant to this debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

13 3 1 the Lender shall be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred

In this form, the following definitions are used

"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the Charged Property include references to any part of it),

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions,

"Facility Agreement" means the facility agreement dated on or about the date of this debenture between the Borrower and the Lender for the provisions of loan facilities secured by this debenture,

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest (including (but not limited to) the properties which are briefly described in Schedule 1) and Property means any of them,

"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3 1 3 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1 1 and clause 3 1 2</p> <p>3 2 Automatic conversion of floating charge</p> <p>The floating charge created by clause 3 1 3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:</p> <p>3 2 1 the Borrower</p> <p>(a) creates, or attempts to create, over all or any part of the Charged Property a Security Interest without the prior written consent of the Lender or any trust in favour of another person, or</p> <p>(b) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or</p> <p>3 2 2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or</p> <p>3 2 3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property, or</p> <p>3 2 4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower</p> <p>3 3 Conversion of floating charge by notice</p> <p>The Lender may in its sole discretion at any time by written notice to the Borrower convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice</p> <p>3.4 Assets acquired after any floating charge crystallisation</p> <p>Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge</p> <p style="text-align: center;">Schedule 1</p> <p style="text-align: center;">Property</p> <p>The land adjoining Manor Farm, Holbeach Hurn, Spalding, Lincolnshire as more particularly described in and demised by a lease dated with today's date made between A H Worth and Company Limited (1) and</p>	

MG01 - continuation page

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

Holbeach Biogas Limited (2)

Schedule 3

Covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

1 1 The Borrower shall not at any time, except with the prior written consent of the Lender

1 1 1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interests created by this debenture, or

1 1 2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture, or

1 1 3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party

9. FURTHER ASSURANCE

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

MG01

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 JMW

Company name Manches LLP

Address 9400 Garsington Road

Oxford Business Park

Post town Oxford

County/Region

Postcode O X 4 2 H N

Country

DX 155710 OXFORD 13

Telephone 01865 722 106



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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7739876
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 MAY 2012
AND CREATED BY HOLBEACH BIOGAS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO TAMAR ENERGY 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 19 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES