

MG01

Particulars of a mortgage or charge

302521/13



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
company. To do this, please
use form MG01s

SATURDAY



A08

A1NUHMK

15/12/2012

#317

COMPANIES HOUSE

1

Company details

Company number

0 7 9 8 2 8 4 7

Company name in full

INFINITE VENTURES (CIRCAN) LIMITED

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

d0 d5 m1 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

A guarantee and trust debenture dated 5 December 2012 between the Chargor
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 monies 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 Borrower or the Chargor
under the terms of any Finance Document (the
"Secured Obligations")

Not 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 ENTERPRISE VCT PLC (the "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 the Debenture

1 COVENANT TO PAY

The Chargor covenanted, as primary obligor, with the Security Trustee to pay and discharge all the Secured Obligations when due under the Finance Documents

2 GUARANTEE AND INDEMNITY

The Chargor guaranteed to each Finance Party punctual performance by the Borrower of all the Borrower's obligations under the Finance Documents and agreed to indemnify each Finance Party in respect of any costs, loss or liability arising as a result of any obligation of the Borrower becoming unenforceable, invalid or illegal

3 SECURITY

3.1 The Chargor charged with full title guarantee to the Security Trustee as security for payment and discharge of all the Secured Obligations

FIRST - The property vested in it and described in Schedule 1 (The Property) 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 Chargor 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 Chargor and any other person in respect of such plant, machinery and other equipment,

FOURTH - All Investments now or hereafter beneficially owned by the Chargor, and all dividends, interest and other distributions paid or payable in respect thereof,

CONTINUED ON THE CONTINUATION PAGE

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

Nil

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).

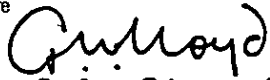
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  X
for Bird + Bird LLP, Solicitors to the Chargee

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

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 GTWL/HYD/ALBIO 0013

Company name
Bird & Bird LLP

Address 15 Fetter Lane

Post town London

County/Region

Postcode E C 4 A 1 J P

Country United Kingdom

DX 119 London/Chancery Lane

Telephone 020 7415 6000



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

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

FIFTH - All Negotiable Instruments of the Chargor,

SIXTH - The benefit of all present and future licences (statutory or otherwise) held in connection with the business of the Chargor or the user of any property the subject of the security created by or pursuant to the Debenture and the right to recover and receive all compensation which may at any time become payable to the Chargor in respect thereof,

SEVENTH - All licences and patents (including applications and the rights to apply therefor), 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 Chargor,

EIGHTH - The goodwill and the uncalled capital of the Chargor both present and future,

NINTH - The debts due or owing to the Chargor both present and future (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 Chargor has an interest including, without limitation, keyman policies (if any) in respect of the lives of directors, officers and employees of the Chargor,

ELEVENTH - The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Chargor both present and future, and

TWELFTH - The undertaking and all other property and assets of the Chargor both present and future

all and any of the property and assets FIRST through TWELFTH described above being the "Charged Property"

3 2 The charges on the property and assets, FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH and TENTH described were 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 Chargor

The charges on the property and assets ELEVENTH and TWELFTH described were created as floating charges unless and until the provisions of Clause 5 2 of the Debenture and/or Clause 5 3 of the Debenture 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 charges

3 3 The security 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

CONTINUED ON THE NEXT CONTINUATION PAGE

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 342 1027 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="316 398 1469 488">3 4 The Chargor undertook with the Security Trustee that at no time during the subsistence of the security constituted by or pursuant to this Debenture will the Chargor.</p> <p data-bbox="316 524 600 551">(a) otherwise than</p> <p data-bbox="379 586 1027 613">(1) in the Security Trustee's favour, or</p> <p data-bbox="379 649 1244 676">(11) with the Security Trustee's prior written consent,</p> <p data-bbox="316 712 1489 1025">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 pari passu therewith or thereafter,</p> <p data-bbox="316 1061 1469 1187">(b) otherwise than with the prior written consent of the Security Trustee (and for disposal permitted in the Subscription Agreement relating to the Borrower dated 26 August 2011 and except for sales of stock-in-trade in the ordinary course of business):</p> <p data-bbox="316 1223 1469 1281">(1) part with, sell or transfer or otherwise dispose of or agree to dispose of all or any part of the Charged Property;</p> <p data-bbox="316 1317 1409 1375">(11) allow any person any licence or other right to use or share possession of all or any part of the Charged Property, and</p> <p data-bbox="316 1411 1441 1536">(c) none of the foregoing prohibitions in clause 3 5 of the Debenture (replicated at 3 4 above) shall be construed as limited any powers exercisable by any receiver appointed by the Security Trustee hereunder and being agent of the Chargor.</p> <p data-bbox="316 1572 1469 1630">3 5 Until the Debenture is discharged the Chargor shall unless otherwise agreed in writing by the Security Trustee:</p> <p data-bbox="316 1666 1489 1823">(a) get in and realise all its debts in the ordinary course of business (which shall not extend to selling or assigning or any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation (until payment to the special account is hereinafter provided) upon trust for the Security Trustee;</p> <p data-bbox="316 1859 1425 1984">(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,</p> <p data-bbox="316 2020 935 2047">CONTINUED ON THE NEXT CONTINUATION PAGE</p>

MG01 - continuation page

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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	<p>(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</p> <p>(d) if called upon to do so 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</p> <p>The following terms are defined</p> <p>"Borrower" means Alto Prodotto Wind Limited (registered in England and Wales under company number 07549473),</p> <p>"Borrower's Debenture" means the debenture dated 23 March 2011 given by the Borrower by way of security for the stock,</p> <p>"Finance Documents" means the Loan Stock Deed (as defined below), the Borrower's Debenture and this Debenture,</p> <p>"Insolvency Act" means the Insolvency Act 1986,</p> <p>"Investments" means shares, stocks, warrants, options 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,</p> <p>"Loan Stock Deed" means the deed dated 23 March 2011 constituting the Stock (as defined below),</p> <p>"Negotiable Instruments" means all bills or exchange, promissory notes and other negotiable instruments of any description beneficially owned now or hereafter by the Company,</p> <p>"Original Shareholders" means</p> <p>(a) the Security Trustee,</p> <p>(b) Albion Development VCT Plc (registered in England and Wales under company number 3654040),</p> <p>(c) Albion Venture Capital Trust Plc (registered in England and Wales under company number 3142609),</p> <p>(d) Albion Technology & General VCT Plc (registered in England and Wales under company number 4114310),</p> <p>(e) Albion Income & Growth VCT Plc (registered in England and Wales under company number 5132495),</p> <p>(f) Crown Place VCT Plc (registered in England and Wales under company number 3495287),</p> <p>(g) Kings Arms Yard VCT Plc (registered in England and Wales under company number 3139019), and</p> <p>(h) Kings Arms Yard 2 VCT Plc (registered in England and Wales under company number 4063505)</p> <p>CONTINUED ON NEXT CONTINUATION PAGE</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

"Stock" means the secured loan stock 2026 constituted under the Loan Stock Deed or as the case may require the amount thereof for the time being issued and outstanding or any part thereof,

"Secured Obligations" means all monies 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 Borrower or the Chargor under the terms of any Finance Document,

"Stockholder" or "Finance Parties" means the original stock holders and/or the person or several persons for the time being registered as the holder (s) of the Stock and "Stockholder" means any of them

Schedule 1 - The Property

None

Schedule 2 - The Original Shares

Name of Chargor with issued shares

Number and description of Shares

None

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7982847
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND TRUST
DEBENTURE DATED 5 DECEMBER 2012 AND CREATED BY
INFINITE VENTURES (CRICAN) LTD FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR
THE BORROWER 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 15 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 DECEMBER
2012



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

D4