

MG01

Particulars of a mortgage or charge

30/336/13



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 company. To do this, please use
form MG01s

For further information please



A17385TD

A20

18/04/2012

#15

COMPANIES HOUSE

WEDNESDAY

1

Company details

Company number 07971100

Company name in full Superior Heat Limited (the "Company")

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 05/04/2012

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

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 Trustee and/or the Other Investors from or by
the 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
Trustee and/or the Other Investors 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 Company
under the Debenture ("Secured Obligations")
(continued)

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	Octopus VCT plc		
Address	20 Old Bailey, London (acting for itself and as trustee on behalf of the Other Investors (the "Security Trustee"))		
Postcode	E C 4 M 7 A N		
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	<p>1 The Company with full title guarantee charges to the Security Trustee 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 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 Company or in which the Company may from time to time have an interest:</p> <p>(a) all freehold and leasehold property of the Company (including without limitation the property (if any) specified in Schedule 1 of the 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 rights easements and privileges appurtenant to or benefiting the same,</p> <p>(b) all plant, machinery (other than that charged pursuant to (a) above) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same;</p> <p>(c) all stocks, shares, bonds and securities 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;</p> <p>(d) (subject, in the case of any monies held in, or sums standing to the credit of, the Collections Account, to clause 7 of the Debenture), the Receivables,</p> <p>(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 (continued)</p>		

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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 <ul style="list-style-type: none">- 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)	
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9	Signature Please sign the form here	
Signature	Signature X <i>SGH Martineau LLP</i> 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 Robert Newman

Company name SGH Martineau LLP

Address 1 Colmore Square

Post town Birmingham

County/Region West Midlands

Postcode B 4 6 A A

Country

DX 721090 Birmingham 43

Telephone 0870 763 2000



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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(continued)</p> <p><u>DEFINITIONS</u></p> <p>"Other Investors" means the party or parties set out in Schedule 2 of the Debenture</p>	

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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	<p>(continued)</p> <p>bank or other account with the Security Trustee or with any other bank, financial institution or person (including, without limitation but subject to clause 7 of the Debenture, the Collections Account),</p> <p>(f) the Insurances and all proceeds of the Insurances;</p> <p>(g) all uncalled capital and the goodwill of the Company now or at any time in the future in existence; and</p> <p>(h) the Intellectual Property</p> <p>2. The Company with full title guarantee charges to the Security Trustee 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 Security Trustee by way of fixed charge pursuant to paragraph 1 above or assigned pursuant to paragraph 3 below.</p> <p>3. As further security for the payment of the Secured Obligations, the Company assigns absolutely to the Security Trustee all its right, title and interest in the Receivables (subject to clause 7 of the Debenture) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of the Company reassign the Receivables, Assigned Agreements and Insurances (each an "Assigned Asset") to the Company.</p> <p>4. Each of the charges referred to in paragraph 1 above shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in sub-paragraphs 1 (a) to (h) above (inclusive), so that each item mentioned in each sub-paragraph 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</p> <p>5. The Company covenants that it will not without the prior consent in writing of the Security Trustee</p> <p>(a) (save in relation to Receivables to the extent permitted or required pursuant to clause 7 of the 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 Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them;</p> <p>(b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (except Permitted Encumbrances),</p> <p>(c) dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to</p>	

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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

(1) Receivables to the extent permitted pursuant to clause 7 of the Debenture; and

(11) Floating Charge Assets which may (subject to the other provisions of the Debenture and in particular but without limitation subject to the provisions of clause 7 of the Debenture) be sold on market value terms in the usual course of trading as now conducted and for the purpose of carrying on the relevant Company's business, and

(111) computers, office and other equipment which are considered obsolete and disposed of where the proceeds of disposal are used within three months of that disposal for the purchase of an asset to replace directly the assets the subject of that disposal and where the consideration received does not exceed £25,000 in any financial year of the Company.

DEFINITIONS

"Assigned Agreement" means any agreement which the Security Trustee and the Company from time to time agree in writing to designate as such,

"Charged Assets" means in respect of the Company all the undertaking, goodwill, property, assets and rights of the Company described in 1 and 2 above;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and including without limitation any document or instrument creating or evidencing an Encumbrance;

"Collections Account" has the meaning as defined in clause 7 1(a) of the Debenture;

"Encumbrances" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the person so agreeing or disposing;

"Finance Documents" means the Debenture, the Investment Agreement and any document, certificate or instrument executed in connection therewith or pursuant thereto and any other document that the Security Trustee and the Company (both acting reasonably) agree is to be treated as such;

"Floating Charge Assets" means those assets of the Company from time to time subject to a floating charge pursuant to the Debenture;

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Insurances" means all policies of insurance either now or in the future held by or written in favour of any Company or in which any Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance,

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, knowhow, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world;

"Investment Agreement" means the investment agreement dated on or about the date of the Debenture between the Company (1) the Director (as defined therein) (2), the Security Trustee (3), Octopus VCT 2 plc (4), Octopus Investments Limited (5), Octopus Investments Nominees Limited (6) and Geothermal International Limited (7) and as amended from time to time;

"Permitted Encumbrances" means

(1) any lien for taxes of any kind either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the Company);

(11) any lien arising in the ordinary course of business by statute or by operation of law, in any case in respect of any monies:

(a) which are not yet due and payable,

(b) which have become due and payable, to the extent that the payment of such monies is the subject of a dispute which the Company is conducting in good faith, if necessary by appropriate proceedings,

(111) any rights by way of reservation or retention of title which are required by the supplier of any property to the Company in the normal course of such supplier's business,

(1v) any security interest arising under the Finance Documents,

(v) any Encumbrance permitted by the Investment Agreement,

"Receivables" means in respect of the Company

(1) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or

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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

receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),

(11) the benefit of all rights and remedies relating to any of the items in (1) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and

(111) all proceeds of any of the items listed in (1) or rights and remedies in (11) above,



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7971100
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2012
AND CREATED BY SUPERIOR HEAT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO OCTOPUS VCT PLC (THE "SECURITY TRUSTEE") AND/OR
THE OTHER INVESTORS 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 18 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 APRIL 2012

Sp



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES