

C H F P 0 0 Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

\*insert full name of company

## **COMPANIES FORM NO. 395**

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.



A14 \*\*ARS' COMPANIES HOUSE

19/07/2006

Pursuant to section 395 of the Companies Ad	1		
Tursuant to section 095 of the Companies Ac	t 1985		
To the Registrar of Companies (Address overleaf - Note 6)	For official use	Company number 05159752	
Name of company	r <sub>1</sub> +-+-1	<u> </u>	
* Barry Howard Energy Ltd.			
	<del></del>	<u> </u>	
Date of creation of the charge  3 July 2006		<del></del>	
Description of the instrument (if any) creating	or evidencing the charge (no	ote 2) 	
Debenture			
Amount secured by the mortgage or charge			
	ision interest costs and ex		
another) mording banking charges, commis	sion, interest, costs and ex		
Names and addresses of the mortgagees or person			
Names and addresses of the mortgagees or person	s entitled to the charge	er incurred alone or jointly with penses.	
Names and addresses of the mortgagees or person The Royal Bank of Scotland plc	s entitled to the charge		
Names and addresses of the mortgagees or person The Royal Bank of Scotland plc 36 St Andrew Square Edinburgh	s entitled to the charge	penses.	

M395

DX 714895 Manchester-25

Time critical reference

•					
Short particulars of all the property mortgaged or charged					
1		y of legal mortgage all the freehold and leasehold property now vested in or charged to the Company;	Please do not		
2	•	y of fixed charge:-	write in		
	(i)	all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property referred to in paragraph 1;	this margin		
	(ii)	all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;			
	(iii)	all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the	Please complete		
	(,	ordinary course of business and all associated warranties and maintenance contracts;	legibly, preferably		
	(iv)	all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the	in black type, or		
		ordinary course of business;	bold block lettering		
	(v)	all rents receivable from any lease granted of any freehold and leasehold property of the Company;			
	(vi)	all the goodwill and uncalled capital of the Company present and future; all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived			
:	(vii)	an stocks shares and other securities held by the company from time to time in any substituty and an income and rights derived from or attaching to the same;			
	(viii)	all stocks shares and other securities of the Company present and future (except those referred to in paragraph 2(vii)) and all			
	` ,	income and rights derived from or attaching to the same;			
	(ix)	all intellectual property rights (including, without limitation, all rights in patents inventions copyrights design rights trademarks			
		000000000000000000000000000000000000000			
		000000000000000000000000000000000000000			
	-	abaacaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa			
	(x)	the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury			
		instrument made with the Bank or any third party:			
		all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them			
	` '	until the receipt of the proceeds from time to time into an account in accordance with Note 1(c) below;			
	(iix)	all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial			
	institution or organisation including all receipts from time to time paid into an account in accordance with Note 1(c) below provided				
3	that the Bank may without prejudice to the charge permit the Company to make withdrawals from time to time.  3 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed				
3	charge under the Debenture.				
Not	Note 1 The Debenture contains covenants by the Company with the Bank:-				
	(a				
		Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge			
		may be disposed of in the ordinary course of business.			
	(b	Not without the previous written consent of the Bank to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it.			
	(c				
	(0	another bank) as the Bank may specify from time to time all money which the Company may receive in respect of the			
		Company's book debts and other debts and not to deal with the Company's book debts and other debts otherwise than by			
		collecting them in the ordinary course of the Company's business and in particular not to realise the Company's book debts			
	ж-	and other debts by means of block discounting, factoring or the like.			
Particulars as to commission allowance of discount (note 3)					
			A fee of £13 is payable		

For The Royal Bank of Scotland plo

to Companies House in respect of each register entry for a mortgage or charge.

(See Note 5)

Date 13 July 2006

**Duly Authorised Official** 

On behalf of [company][mortgagee/chargee]†

†delete as appropriate

## **Notes**

Signed

- The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal Charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and postal orders are to be made payable to Companies House
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ, DX: 33050 Cardiff

M395



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 05159752

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd JULY 2006 AND CREATED BY BARRY HOWARD ENERGY LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JULY 2006.



