

# M

## 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.

037933/12

# 395

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

6401475

Name of company

\* Sword Energy Limited (the "Chargor")

Date of creation of the charge

11 May 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or contingent, whether owed jointly or severally, as principal, cautioner or surety or in any other capacity whatsoever) of any Obligor to the Lender (and whether originally owing to the Lender or purchased or acquired by the Lender), except for any obligation or liability which, if it were so included, would result in the Debenture contravening any law (the "Secured Obligations").

See Continuation Sheet 3 for definitions.

Names and addresses of the mortgagees or persons entitled to the charge

Clydesdale Bank PLC (SC001111) 30 St Vincent Place, Glasgow (the "Lender").

Postcode G1 2HL

Presentor's name address and reference (if any):

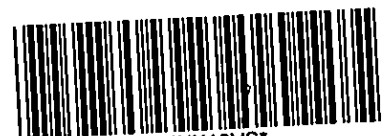
Maclay Murray & Spens LLP  
66 Queens Road  
Aberdeen  
AB15 4YE

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

FRIDAY



\*AMUX19VS\*

A07

15/05/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Continuation Sheet 1

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Goda ASB* FOR AND ON BEHALF OF  
MACLAY MURRAY & SPENS LLP

Date

13/05/09

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

**A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)**

† delete as  
appropriate

Notes

- 1 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## **Continuation Sheet 1**

To the Registrar of Companies

Name of company

Company number

Sword Energy Limited

6401475

Short particulars of all the property mortgaged or charged:

1. By way of first legal mortgage all of the Chargor's right, title and interest in the freehold and leasehold property specified in Schedule 1 of the Debenture (and as set out in Continuation Sheet 2) and including all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.
2. By way of first fixed charge:
  - 2.1 all estates or interests in any Real Property then or thereafter belonging to it.
  - 2.2 all its rights under any agreement relating to the purchase of any freehold or leasehold property;
  - 2.3 all its rights under any occupational lease, licence or other right of occupation;
  - 2.4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession;
  - 2.5 all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts;
  - 2.6 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
  - 2.7 all its rights under any interest rate hedging arrangements;
  - 2.8 its goodwill;
  - 2.9 its uncalled capital;

- 2.10 the Shares;
  - 2.11 all its right, title and interest in any Investment including all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment;
  - 2.12 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest;
  - 2.13 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them; and
  - 2.14 any beneficial interest, claim or entitlement it has to any assets of any pension fund.
3. To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3.3 (*Fixed charges*) of the Debenture (and as set out in paragraph 2 above), the Chargor assigns and agrees to assign absolutely all of its right, title and interest in:
- 3.1.1 the benefit of any agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it;
  - 3.1.2 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies;
  - 3.1.3 each of the Assigned Documents.
4. By way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the foregoing provisions or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of this Clause.

Pursuant to Section 466 of the Companies Act 1985

## **Continuation Sheet 2**

To the Registrar of Companies

Name of company

Company number

Sword Energy Limited

6401475

### **Mortgaged Property**

#### **Registered Land:**

NONE

#### **Unregistered Land:**

NONE

### **SHARES**

<b>Registered owner</b>	<b>Company in which shares held</b>	<b>Registered No.</b>	<b>Class and nominal value of shares</b>	<b>Number of shares</b>
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NONE

### **ASSIGNED DOCUMENTS**

<b>Date</b>	<b>Parties</b>	<b>Description</b>
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NONE

## **Continuation Sheet 3**

To the Registrar of Companies

Name of company

Company number

Sword Energy Limited

6401475

### Definitions:

- “Assigned Documents”** means the documents listed in Schedule 3 (*Assigned Documents*) of the Debenture (and as set out in Continuation Sheet 2).
- “Charged Assets”** means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender by or pursuant to this Debenture.
- “Encumbrance”** means any standard security, mortgage, charge, assignment, pledge, lien or other security right whatsoever.
- “Finance Document”** means any agreement or letter from time to time setting out the terms of or constituting the Secured Obligations together with:
- (a) and guarantee; and
  - (b) any document creating or conferring any Encumbrance,
- which is either case granted by any person in favour of the Lender in respect of the Secured Obligations.
- “Insurance Policies”** means any policy of insurance or assurance in which the Chargor may at any time have an interest.
- “Intellectual Property Rights”** means:
- (a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not; and

- (b) the benefit of all applications for and rights to use any such assets.

**“Investments”**

means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or in which the Chargor has an interest together in all cases with all Related Rights.

**“Mortgaged Property”**

means the freehold and leasehold property specified in Schedule 1 (*Mortgaged Property*) of the Debenture (and as set out in Continuation Sheet 2) and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.

**“Obligor”**

means the Chargor and any of its subsidiaries which is a party to a Finance Document.

**“Related Rights”**

means, in relation to any Shares or Investments, all rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of this Deed on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments.

**“Real Property”**

means the Mortgaged Property and any other present or future freehold or leasehold property in which the Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.

**“Shares”**

means the shares listed in Schedule 2 of the Debenture (and set out in Continuation Sheet 2) (*Shares*) together with all Related Rights.





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6401475  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MAY 2009  
AND CREATED BY SWORD ENERGY LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR  
TO CLYDESDALE BANK PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 15 MAY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MAY 2009**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

PS