

M

CHFP025

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2111

06401475

Name of company

* Sword Energy Limited (to be renamed Amor Energy Limited)

Date of creation of the charge

11 May 2009

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

Debenture

Amount secured by the mortgage or charge

See attached Rider A

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

CBGC (Nominees) Limited (registered number 02053037) having its registered
office at 96-98 Baker Street, London as agent and security trustee for
itself and each of the Loan Note Holders (as defined in Rider A)

Postcode W1U 6TJ

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

Dickson Minto W.S.
16 Charlotte Square
Edinburgh
EH2 4DF

C245.004 SEL - debenture

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



AJKZUA1H

A24

21/05/2009

372

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached Rider B

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

Dickson Minto

Date

19 May 2009

On behalf of ~~XXXXXXXXXXXX~~ [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

SWORD ENERGY LIMITED (TO BE RENAMED AMOR ENERGY LIMITED)

(Registered Number 06401475)

RIDER A - FORM 395 - (DEBENTURE)

Amount secured by the 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 any of the Subordinated Creditors (and whether originally owing to any of the Subordinated Creditors or purchased or acquired by any of the Subordinated Creditors), under or in connection with the Subordinated Documents together with any of the following matters relating to or arising in respect of those liabilities and obligations:-

- (a) any refinancing, novation, deferral or extension;
- (b) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference; or
- (c) any claim under or in connection with the Subordinated Documents (including for misrepresentation or breach of contract) or any other document entered into between an Obligor and any Subordinated Creditor,

except for any obligation or liability which, if it were so included, would result in the Debenture contravening any law.

Where:-

"A Loan Note Holders"	means the holders of A Loan Notes from time to time;
"A Loan Note Instrument"	means the instrument of the Parent dated 11 May 2009, constituting £10,546,175 nominal secured fixed rate A loan notes 2013;
"A Loan Notes"	means the subordinated nominal secured fixed rate A loan notes due 2013 of the Parent constituted pursuant to the A Loan Note Instrument;
"B Loan Note Holders"	means the holders of B Loan Notes from time to time;
"B Loan Note Instrument"	means the instrument of the Parent dated 11 May 2009, constituting £10,672,392 nominal secured fixed rate B loan notes 2014-2015;
"B Loan Notes"	means the subordinated nominal secured fixed rate B loan notes due 2014-

+
10

	2015 of the Parent constituted pursuant to the B Loan Note Instrument;
"Chargor"	means Sword Energy Limited (to be renamed Amor Energy Limited) (registered number 06401075) having its registered office at 1000 Great West Road, Brentford, Middlesex TW8 9DW;
"Lender"	means Clydesdale Bank plc;
"Loan Notes"	means the A Loan Notes and the B Loan Notes;
"Loan Note Holders"	means the A Loan Note Holders and the B Loan Note Holders;
"Loan Note Instruments"	means the A Loan Note Instrument and the B Loan Note Instrument;
"Obligor"	means the Parent and any of its subsidiaries which is a party to a Subordinated Document;
"Parent"	means Amor Group Limited (SC348472) having its registered office at Union Plaza, 1 Union Wynd, Aberdeen AB10 1DQ;
"Secured Obligations"	means the amount secured by the Debenture as set out in this Rider A;
"Subordinated Creditors"	means the Loan Note Holders and the Subordinated Security Trustee;
"Subordinated Documents"	means:- <ul style="list-style-type: none"> (a) the Loan Notes; (b) the Loan Note Instruments; (c) the Subordinated Security Documents; and (d) any other document from time to time evidencing any loan made by the Subordinated Creditors (or any of them) to any Obligor;
"Subordinated Security Documents"	means:- <ul style="list-style-type: none"> (a) the guarantee given by the Parent, Amor Business Technology

Solutions Limited (formerly Sword Business Technology Solutions Limited) and the Chargor in favour of the Subordinated Security Trustee pursuant to the terms of the Loan Note Instruments;

- (b) the floating charges granted by the Parent and Amor Business Technology Solutions Limited (formerly Sword Business Technology Solutions Limited) in favour of the Subordinated Security Trustee pursuant to the terms of the Loan Note Instruments;
- (c) the Debenture;
- (d) the shares pledge over the Parent's reversionary right to the entire issued share capital in Amor Business Technology Solutions Limited (formerly Sword Business Technology Solutions Limited) granted by the Parent in favour of the Subordinated Security Trustee pursuant to the terms of the Loan Note Instruments; and
- (e) the shares charge over the entire issued share capital in the Chargor granted by Amor Business Technology Solutions Limited (formerly Sword Business Technology Solutions Limited) in favour of the Subordinated Security Trustee pursuant to the terms of the Loan Note Instruments,

together with any other document granted by any Obligor in favour of the Subordinated Security Trustee or all or any of the Subordinated Creditors with the prior written consent of the Lender conferring or evidencing any charge, guarantee or other assurance against financial loss for, or in respect of, the Secured Obligations or any of them; and

"Subordinated Security Trustee"

means CBGC (Nominees) Limited (registered number 02053037) having its registered office at 96-98 Baker Street, London W1U 6TJ as agent and security trustee for itself and each of the Loan Note Holders.

SWORD ENERGY LIMITED (TO BE RENAMED AMOR ENERGY LIMITED)**(Registered Number 06401475)****RIDER B - FORM 395 - (DEBENTURE)****Short particulars of all the property mortgaged or charged**

1. The Chargor charges by way of first legal mortgage all its right, title and interest in the Mortgaged Property.
2. To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (Mortgage) of the Debenture or effectively assigned pursuant to Clause 3.5 (Assignment by way of Security) of the Debenture, the Chargor charges by way of first fixed charge:
 - 2.1. all estates or interests in any Real Property at the date of the Debenture 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 Clause 3 (Creation of Security) of the Debenture 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. The fixed security from time to time created by the Debenture does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated.
 4. To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3.3 (Fixed Charges), the Chargor assigns and agrees to assign absolutely all of its right, title and interest in:
 - 4.1. 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;
 - 4.2. 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;
 - 4.3. each of the Assigned Documents.
 5. The Chargor charges 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 Clause 3 (Creation of Security) of the Debenture or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the provisions of Clause 3 (Creation of Security) of the Debenture.
 6. The floating charge created by Clause 3.6 (Floating Charge) of the Debenture shall (other than in respect of any Charged Assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto under Section 72 of the Insolvency Act by reason of automatic conversion) immediately upon the occurrence of the relevant event convert into a fixed charge in respect of:-
 - 6.1. any Charged Asset which shall without the prior written consent of the Subordinated Security Trustee become subject to a fixed charge in favour of any person other than the Lender or the Subordinated Security Trustee;

- 6.2. any Charged Asset in respect of which any person shall levy, or attempt to levy, any distress, diligence, execution, sequestration or other similar process;
 - 6.3. all Charged Assets if an Administrator is appointed by the Subordinated Security Trustee or the Subordinated Security Trustee receives notice of an intention to appoint an Administrator; or
 - 6.4. all Charged Assets on the convening of any meeting of the members of the Chargor to consider a resolution to wind up the Chargor (or not to wind up the Chargor).
- 7. The Subordinated Security Trustee may set-off any matured obligation due from the Chargor under the Subordinated Documents against any matured obligation owed by the Subordinated Security Trustee or the Subordinated Creditors (or any of them) to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Subordinated Security Trustee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
 - 8. Save as expressly permitted by the Subordinated Documents, the Chargor will not create or permit to subsist any Encumbrance on any part of the Charged Assets or, otherwise than in the ordinary course of trading, dispose of or otherwise deal with any part of the Charged Assets.
 - 9. Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3.6 (Floating Charge) of the Debenture so that the floating charge created by Clause 3.6 (Floating Charge) of the Debenture shall be a "qualifying floating charge" for the purposes of that paragraph.

Where:-

"Administrator"	means any person appointed as an administrator pursuant to paragraph 26 of Schedule B1 to the Insolvency Act;
"Assigned Documents"	means the documents listed in Schedule 3 (Assigned Documents) to the Debenture;
"Charged Assets"	means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Subordinated Security Trustee by or pursuant to the Debenture;
"Encumbrance"	means any standard security, mortgage, charge, assignation, pledge, lien or other security right whatsoever;
"Insolvency Act"	means the Insolvency Act 1986;

"Insurance Policy"

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 application 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) to the Debenture 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 any monies paid or payable in respect of those covenants;

"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;

"Receiver"

means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Assets, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under the Debenture or pursuant to the statute;

"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 the Debenture 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; and

"Shares"

means the shares listed in Schedule 2 (Shares) to the Debenture together with all Related Rights.

Terms defined in Rider A shall have the same meaning in this Rider B.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6401475
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MAY 2009
AND CREATED BY AMOR ENERGY LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR
TO ANY OF THE SUBORDINATED CREDITORS ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 21 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2009

PO
J.F.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES