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CHFP041

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

* insert full name
of company

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

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

Pursuant to section 410 of the Companies Act 1985

410

COMPANIES HOUSE
FEE PAID
EDINBURGH

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

For official use Company number

Name of company

☐ ☐ ☒ 2

SC264324

* Cathkin Energy Limited (the **Chargor**)

Date of creation of the charge (note 1)

4 May 2006

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge (the **Instrument**)

Amount secured by the charge

All present and future obligations and liabilities of the Chargor to the Bank under the Instrument, the Guarantee, each other Finance Document and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations thereunder to indemnify the Bank (the **Secured Liabilities**).
(See Paper Apart for defined terms)

If there is not enough
space on this form
you may use the
prescribed
continuation sheet
410cs

Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of Scotland, New Ueberior House, 11
Earl Grey Street, Edinburgh, EH3 9BN (the **Bank**).

Presenter's name, address, telephone
number and reference (if any):

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
JWC/QAA/BOS001.2854

For official use (02/2006)
Charges Section

Post room



Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time while the Instrument is in force comprised in the property and undertaking of the Chargor (the **Charged Assets**).

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

If there is not enough space on this form you may use the prescribed continuation sheet 410cs

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The floating charge created by the Instrument shall, subject to Section 464(2) of the Act, rank in priority to any fixed security which shall be created by the Chargor after its execution hereof, other than a fixed security in favour of the Bank for itself and/or as trustee aforesaid, and to any other floating charge which shall be created by the Chargor after its execution hereof and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the floating charge hereby created by it. Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Instrument.

Except with the prior written consent of the Bank, the Chargor shall not during the Security Period create, incur, assume or permit to subsist any Security Interest on all or any part of the Charged Assets except for any Permitted Security Interest.

Except with the prior written consent of the Bank or as expressly permitted by the terms of any Finance Document, the Chargor shall not sell, feu, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Charged Assets.

(See Paper Apart for defined terms)

Particulars as to commission, allowance or discount paid (see section 413(3))

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

Signed

[Signature]

Date

19 May 2007

On behalf of [company] [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/ or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

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 are to be made payable to Companies House.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB DX 235 Edinburgh or LP-4 Edinburgh 2

† delete as appropriate

CATHKIN ENERGY LIMITED (SC264324)
Form 410 Paper Apart

Definitions:

Act means the Companies Act 1985;

Borrowers means each of CLPE Projects 2 Limited (Company No. 3966429) and CLPE Projects 3 Limited (Company No. 04939137), each with its registered office at Unit 14-15, Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, BL1 4AY (each a **Borrower**);

Facility Agreement means the credit facility agreement dated on or around the date of the Instrument among the Borrowers and the Bank in respect of facilities of up to £5,000,000 and includes reference to all amendments and variations thereof and supplements thereto from time to time in force;

Finance Document is as defined in the Facility Agreement;

Guarantee means the guarantee dated on or around the date of the Instrument by the Chargor in favour of the Bank;

Insolvency Act means the Insolvency Act 1986;

Permitted Security Interest means:

- (a) any Security Interest created under the Finance Documents;
- (b) any right of set-off arising under the express terms of the Transaction Documents;
- (c) any lien or right of set-off arising (in either case) by operation of law (or by agreement to the same effect) in the ordinary course of the Borrower's trading and not as a result of any default or omission on the part of the Borrower; and
- (d) any other Security Interest approved by the Lender;

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement (such as a blocked account or "flawed asset" arrangement) having a commercial effect analogous to the conferring of security;

Security Period means the period beginning on the date of the Instrument and ending on the date upon which all the Secured Liabilities (actual or contingent) which have arisen or which may arise have been irrevocably paid and discharged or the floating charge created by the Instrument has been finally released and discharged; and

Transaction Documents means:

- (a) a Finance Document; and
- (b) each authorisation provided pursuant to paragraph 1 (Corporate Documents etc) of Schedule 3 to the Facility Agreement.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 264324

I hereby certify that a charge created by

CATHKIN ENERGY LIMITED

on 4 MAY 2006

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,
on 19 MAY 2006 given at Companies House, Edinburgh
24 MAY 2006



C O M P A N I E S H O U S E



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