

# M

CHFP041

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

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

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

14

3966429

Name of company

✓ CLPE Projects 2 Limited (the Company)

Date of creation of the charge

✓ 4 May 2006

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

T Shares Pledge (the Deed)

Amount secured by the mortgage or charge

AS  
PREV

All present and future obligations and liabilities of the Borrowers to the Bank (or any of them) under the Deed and under the Facility Agreement and the other Finance Documents to which a Borrower is a party 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 to indemnify the Bank (the **Secured Liabilities**).

(See Paper Apart 1 for defined terms)

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

G The Governor and Company of the Bank of Scotland, New Ueberior House, 11 Earl Grey Street, Edinburgh (the Bank)

Postcode EH3 9BN

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN

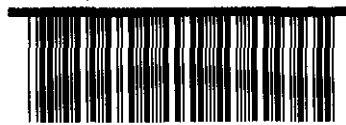
Time critical reference

JWC/QAA/MPS/BOS001.2854

For official use (02/2006)

Mortgage Section

Post room



SCT  
COMPANIES HOUSE

BRVQZPJ1

0568  
19/05/06

Short particulars of all the property mortgaged or charged

See Paper Apart 2

Please do not write in this margin

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

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*[Signature]*

Date

*19 May 2006*

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

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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

**CLPE PROJECTS 2 LIMITED (3966429)**  
**Form 395 Paper Apart 1**

Definitions:

**Assignment** means a Scots law assignment of contracts, renewables, insurances and/or bank accounts created by any of the Borrowers and/or the Project Companies (as defined in the Facility Agreement) in favour of, and in form and substance satisfactory to, the Bank;

**Bond and Floating Charge** means a Scots law bond and floating charge by any of the Project Companies (as defined in the Facility Agreement) in favour of, and in form and substance satisfactory to, the Bank;

**Borrowers** means the Company 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**);

**Debenture** means the English law composite guarantee and debenture dated on or about the date of the Facility Agreement created by *inter alios* the Borrowers and the Project Companies (as defined in the Facility Agreement) in favour of the Bank;

**Facility Agreement** means the credit facility agreement dated on or around the date of the Deed between the Borrowers as borrowers and the Bank as lender 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 Documents** means the Facility Agreement, each Security Document and any other document designated as such in writing by the Bank as lender and the Borrowers;

**Guarantee** means a Scots law guarantee created by any of the Project Companies (as defined in the Facility Agreement) in favour of, and in form and substance satisfactory to, the Bank;

**Security Documents** means:

- (a) the Debenture;
- (b) each Assignment;
- (c) each Bond and Floating Charge;
- (d) each Shares Pledge; and
- (e) each Guarantee; and

**Shares Pledge** means a Scots law shares pledge created by any of the Borrowers or CLPE Projects 1 Limited ((Company No. 3465468) registered office at Unit 14-15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton) in favour of, and in form and substance satisfactory to, the Bank.

**CLPE PROJECTS 2 LIMITED (3465468)**  
**Form 395 Paper Apart 2**

1. **Pledged Securities** means the securities described in paragraphs (A), (B) and (C) of the Schedule to the Deed (as set out at paragraph 2 below) which are to be transferred, or which have been transferred, to the Bank or its nominees, and the securities, monies, assets, rights and powers described in paragraphs (D) and (E) of the Schedule to the Deed (as set out at paragraph 2 below) and all other securities (if any) which are after the date of the Deed transferred or delivered to the Bank to be held subject to the terms and conditions of the Deed; and

2.

**THE SCHEDULE**

**PLEGGED SECURITIES**

- (A) 4,284,068 fully paid ordinary shares of 1p each in the capital of Auchencarroch Energy Limited;
- (B) 2,784,643 fully paid ordinary shares of 1p each in the capital of Garlaff Energy Limited;
- (C) 2,784,643 fully paid ordinary shares of 1p each in the capital of Kilgarth Energy Limited;
- (D) all other securities of every kind which may at any time, whether directly or indirectly, be derived from any kind of the said shares, whether by way of bonus, rights, exchange, option, preference, capital re-organisation or otherwise howsoever; and
- (E) where the context so admits, all monies and assets whatsoever at any time accruing on, or payable or receivable in respect of, any of the said shares or securities and all voting and other rights and powers of any kind at any time attaching to, or exercisable in respect of, any of the said shares or securities.

FILE COPY



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

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

COMPANY No. 03966429

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARES PLEDGE DATED THE 4th MAY 2006 AND CREATED BY CLPE PROJECTS 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (OR ANY OF THEM) 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 19th MAY 2006.

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

*P. Angelle*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES