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CHFP025

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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

[2][1][1]

04047723

Name of company

\* BATNEEC (BRISTOL) LIMITED (the "Chargor")

Date of creation of the charge

28 September 2007

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

SECURITY ASSIGNMENT DEED dated 28 September 2007 between, amongst others, (1) the  
Chargor and (2) the Lender (the "Deed")

Amount secured by the mortgage or charge

The sum of the Unpaid Guarantee Minimum and the Advance together with any further amounts  
which become due and payable in respect of the Guarantee Minimum under the 2004 MOA but  
which are not paid on the due date (the "Indebtedness")

(Continued on Addendum 2/2)

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

ANDREW ROBERT THORNHILL Q C , 16 Beford Row, London (the "Lender")

Postcode WC 1R 4EB

Presentor's name address and  
reference (if any)

Ashurst  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

PYR/TYB/TH025 00001/7077949

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A41

11/10/2007

COMPANIES HOUSE

421

1 SECURITY ASSIGNMENT

1.1 Security Assignment

The Chargor, as security for the payment of the Indebtedness, has assigned absolutely by way of security with full title guarantee to the Lender all its rights, title and interest as at 28 September 2007 and that may in the future subsist in the Business Intellectual Property. The Chargor has acknowledged that all Business Intellectual Property that may in the future subsist will, on creation, vest in and be the exclusive property of the Lender and if they do not do so the Chargor will assign them to the Lender (the "Charged Property") provided that on payment or discharge in full of the Indebtedness the Lender will at the request and cost of the Chargor re-assign the Business Intellectual Property to the Chargor.

(Continued on Addendum 4/4)

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*[Signature]*

Date

10 October 2007

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (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 situated 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**.

Name of company

\*insert full name  
of Company

\* BATNEEC (BRISTOL) LIMITED (the "Chargor")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

In this Form 395

"2004 MOA" means the Memorandum of Agreement dated 31 July 2004 and made between BATNEEC (BRISTOL) LIMITED, CAPITAL LEASING LIMITED, COMPACT POWER LIMITED AND COMPACT POWER HOLDINGS PLC

"2007 MOA" means the Memorandum of Agreement dated 11 April 2007 between the parties under which it was stated that all rights of Capital Leasing Limited under the 2004 MOA had been assigned to and were beneficially owned by ART, the parties agreed that, with effect from 1 March 2007, the Guaranteed Minimum payable under the 2004 MOA shall be increased from £200,000 to £300,000

"Advance" means the monies advanced by ART to CPH on 28 September 2007 in the amount of up to £100,000 and such other additional monies as agreed by ART from time to time,

"ART" means Andrew Robert Thornhill Q C of 16 Bedford Row, London WC1R 4EB,

"Borrower" means Compact Power Holdings PLC,

"Business Intellectual Property" means the Scheduled Intellectual Property and the Non-Scheduled Intellectual Property,

"Charged Property" means the meaning given to it in clause 3 1 (Security Assignment) of the Deed (as set out in clause 1 1 above),

"Company" means Compact Power Holdings PLC,

"CPH" means Compact Power Holdings PLC,

"Codes and Documentation" means the codes relating to any unregistered Business Intellectual Property Rights in source code and object code formats and all associated Knowhow, designs, materials, plans and documentation pertaining thereto,

"Deed of Confirmation" means the deed of confirmation dated 4 July 2007 between (1) BATNEEC (BRISTOL) LIMITED (2) COMPACT POWER LIMITED (3) COMPACT POWER HOLDINGS PLC and (4) ANDREW ROBERT THORNHILL Q C ,

"Guarantee(d) Minimum" means a guaranteed minimum of £200,000 per annum (as amended from time to time),

"Intellectual Property" means all rights in or in relation to any and all patents , utility models, trade and service marks, rights in designs, get-up, trade, business or domain names, copyrights, topography rights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, Know-How, trade secrets and other confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character which may as at 28 September 2007 or in the future subsist in any part of the world and any rights to receive any remuneration in respect of such rights,

"Know-How" means confidential or proprietary industrial, technical or commercial information and techniques in any form (including paper, electronically stored data, magnetic media, files and microfilm) including, without limitation, drawings, data relating to inventions, formulae, test results, reports, research reports, project reports and testing procedures, technical specifications, logic, logic diagrams, flow charts, orthographic representations, algorithms, modules, sub-routines, file structures, coding sheets, coding, source or object codes, listings, test data, test routines, diagnostic programs or other material relating to or comprising part of software, shop practices, instruction and training manuals, market forecasts, specifications, quotations, lists and particulars of customers and suppliers, marketing methods and procedures, show-how and advertising copy,

"MOA" means the Memorandum of Agreement dated 31 July 2004 and made between BATNEEC (BRISTOL) LIMITED, CAPITAL LEASING LIMITED, COMPACT POWER LIMITED AND COMPACT POWER HOLDINGS PLC

Name of company

\*insert full name  
of Company

\* BATNEEC (BRISTOL) LIMITED (the "Chargor")

"Non-Scheduled Intellectual Property" means the Intellectual Property as at 28 September 2007 or in the future owned by the Chargor other than the Scheduled Intellectual Property and the benefit of any interest that the Borrower has as at 28 September 2007 or in the future in any Intellectual Property of any other person,

"Receiver" means a receiver and manager or (if the Lender so specifies in the relevant appointment) receiver in each case appointed under the Deed,

"Security Interest" means the security interest created or intended to be created under or evidenced by clause 3 (Security Assignment) of the Deed, as set out in paragraph 1 above

"Scheduled Intellectual Property" means the Intellectual Property briefly described in Schedule 2 of the Deed, as set out in the schedule hereto, including the CD-ROM appended to the Deed and as initialled by ART, and

"Unpaid Guarantee Minimum" means the arrears of the aggregate unpaid Guarantee Minimum accrued in accordance with the terms of the MOA

## Addendum 2/4

## 2 Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

## 3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

## 4 Short particulars of all the property mortgaged or charged (continued)

## 2 FURTHER ASSURANCE

## 2 1 General

(a) The Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s))

(i) to perfect the Security Interest created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Lender or any Receiver provided by or pursuant to the Deed or by law,

(ii) to confer on the Lender Security Interest over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Deed, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interest created by the Deed

(b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or

Name of company

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\* BATNEEC (BRISTOL) LIMITED (the "Chargor")

intended to be conferred on the Lender by or pursuant to the Deed

(c) The Chargor will at the written request of the Lender and in any event once every six months, provide the Lender with a written summary of all Intellectual Property and applications for Intellectual Property (whether in the United Kingdom or elsewhere) acquired by the Chargor since 28 September 2007 and shall at its own cost execute a valid fixed charge in such form as the Lender may reasonably require over such Intellectual Property

## 2.2 Supplemental Assignments

Notwithstanding the generality of clauses 3.1 and 5.1 of the Deed, as set out in clauses 1.1 and 2.1 above, the Chargor has agreed that at the Lender's request and at the Chargor's expense to execute all such documentation in favour of the Lender or its nominee that is required to transfer any new Business Intellectual Property that may be acquired by the Chargor following 28 September 2008 and notified to the Lender under clause 7.5 of the Deed, including without limitation any future rights that may subsist in the Codes and Documentation pursuant to any modifications, variations, updates or improvements to the Codes and Documentation

## 3 UNDERTAKINGS

The Chargor has undertaken to the Lender in the terms of clause 7 of the Deed, as set out in part in this clause 3, from 28 September 2007 and for so long as any security constituted by the Deed remains in force that the Chargor may not

(a) create or agree to create or permit to subsist any assignment by way of security, charge, right of set-off, security trust, encumbrance, any other security interest or any other agreement or arrangement having the commercial effect of conferring security over all or any part of the Charged Property,

(b) sell, transfer, assign, factor or otherwise dispose of all or any part of the Charged Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Deed of Confirmation or with the prior consent of the Lender

## SCHEDULE 2

### Scheduled Intellectual Property

The Intellectual Property detailed in the CD-ROM provided by the Chargors to the Lender as appended to the Deed

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04047723

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DEED DATED THE 28th SEPTEMBER 2007 AND CREATED BY BATNEEC (BRISTOL) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANDREW ROBERT THORNHILL 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 11th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th OCTOBER 2007.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —