

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

209515 / 13

# 395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06456127

Name of company

\* Land Energy Limited ("the Company")

Date of creation of the charge

20 MARCH 2008

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

Debenture

Amount secured by the mortgage or charge

See Rider A

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

Foresight 2 VCT PLC (Company Number 05200494) ("the Security Trustee")  
whose registered office is at ECA Court, 24-26 South Park, Sevenoaks, Kent  
TN13 1DU

Postcode

Presentor's name address and  
reference (if any)

Martineau Johnson  
1 Colmore Square, Birmingham  
B4 6AA

ref 150921-1

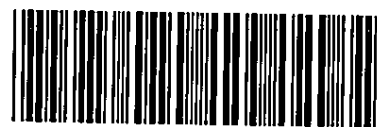
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A13

\*AC45QYDW\*

27/03/2008

360

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See 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)

nil

Signed Mah C

Date 26.3.8

On behalf of ~~[company]~~ [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**

**LAND ENERGY LIMITED**  
**COMPANY NUMBER 06456127**

**Rider A**

**Amount Secured By The Charge**

All monies and liabilities (whether present or future, actual or contingent) now or at any time or times hereafter due or owing or incurred by the Company (whether as principal or surety) to the Security Trustee, or any of the Other Investors (other than dividends on any shares), including without limitation pursuant to the Investment Agreement or any further loan advance pursuant to any agreement with the Security Trustee and/or one or more of the Other Investors which may be entered into after 20 March 2008

**Definitions**

"Investment Agreement" shall mean the Agreement for the investment in the Company dated 20 March 2008 made between the Company (1), the Directors (as defined therein) (2), F2 (3), F3 (4), F4 (5), the EIS Investors (as defined therein) (6) and George William Meyrick (7) as may from time to time be reviewed, replaced or extended

"Other Investors" shall mean

Foresight VCT plc (registered number 03421340) of ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU

Foresight 3 VCT plc (registered number 03121772) of ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU

Foresight 4 VCT plc (registered number 03506579) of ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU

**LAND ENERGY LIMITED**  
**COMPANY NUMBER 06456127**

**Rider B**

**Short Particulars of the Property Charged**

- 1 By way of fixed charge
  - 1 1 all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof
  - 1 2 all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend,
  - 1 3 all book debts and other debts both present and future due or owing to the Company,
  - 1 4 all the goodwill and uncalled capital of the Company both present and future,
  - 1 5 all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company
- 2 by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to clause 1 above
- 3 Subject to the prior rights of the Bank, the Company shall deposit with the Security Trustee and the Security Trustee shall hereafter hold and retain all deeds and documents of title relating to the fixed charged property

Note Clause 6 of the Debenture provides as follows

- "6 1 The Company shall not without previous written consent of the Security Trustee
  - 6 1 2 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, assign, licence, sub-licence, discount, factor, or otherwise dispose of the fixed charged property or any part thereof, or
  - 6 1 3 sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business, or
  - 6 1 4 create or attempt to create any mortgage charge or other security upon any part of the fixed charged property or floating charged property which would rank in priority to or pari passu with the fixed charges hereby created, or

6 1 5 allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business "



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

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

**COMPANY NO. 6456127  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 MARCH  
2008 AND CREATED BY LAND ENERGY LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO FORESIGHT 2 VCT PLC (THE SECURITY  
TRUSTEE) OR ANY OF THE OTHER INVESTORS 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 27 MARCH  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 APRIL 2008

PO  
JEL



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES