

MG01
Particulars of a mortgage or charge

223083/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT**
You cannot use this
particulars of a charge
company. To do this
form MG01s

WEDNESDAY



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L6TCVUTE

08/06/2011

3

COMPANIES HOUSE

ase
uk

1 Company details

Company number 0 6 4 5 6 1 2 7

Company name in full Land Energy Limited (the "Charging Company")

2 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d2 d4 m0 m5 y2 y0 y1 y1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Share Charge dated 24 May 2011 made between the Charging Company in
favour of Gottex Real Asset Fund 1 (CHP) S A R.L. as Security Trustee for
the Finance Parties (as defined in the Continuation Pages to Section 6 of
this Form MG01) (the "Share Charge")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All obligations of the Charging Company at the
Share Charge Date or in the future owed to the
Security Trustee and the other Finance Parties
under any of the Finance Documents whether actual
or contingent and whether owed jointly or severally
or in any other capacity whatsoever (including,
without limitation, all costs, charges and expenses
incurred by the Security Trustee or any other
Finance Party and recoverable under the Finance
Documents) (the "Secured Obligations")

Capitalised terms are defined in the Continuation
Pages to Section 6 of this Form MG01.

Continuation page
Please use a continuation page if
you need to enter more details

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Gottex Real Asset Fund 1 (CHP) S A R L as Security

Address Trustee for the Finance Parties

20, Rue de la Poste, L-2346 Luxembourg

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

In this Section 6, references to Clauses and to Schedules are to Clauses of and Schedules to the Share Charge unless otherwise specified. References in this Form MG01 to the Share Charge or to any other document (including any Finance Document) include reference to the Share Charge, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Share Charge and which must be read as part of those charges.

Particulars of property mortgaged or charged

1 As continuing security for the discharge and performance of the Secured Obligations, the Charging Company with full title guarantee

(a) assigned by way of mortgage the Shares and Related Rights it holds at the Share Charge Date, and

(b) agreed to assign by way of mortgage any Shares or Related Rights it acquires after the Share Charge Date,

to the Security Trustee

Continued on Continuation Page .

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name F6 JD/GM/AMH/2431702

Company name
Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Covenants and Restrictions contained in the Share Charge

1 By Clause 4 2 (*Preservation of Security*), the Charging Company agreed that it would not exercise the voting rights in respect of the Security Shares and not otherwise permit, agree, take or fail to take any action in any manner that would result in

(a) any variation of the rights attaching to or conferred by the Security Shares or any of them, or

(b) any increase in the issued share capital of the Company,

which, in the opinion of the Security Trustee acting reasonably, would impair the value of, or prejudice the ability of the Security Trustee to realise, the Security

2 By Clause 7 2(e) (*Negative Undertakings*), the Charging Company agreed not to, without the consent of the Security Trustee

(a) create or permit to subsist any Security Interest (other than as constituted by any Permitted Security) on or over the Security Shares,

(b) sell, transfer, loan or otherwise dispose of the Security Shares or attempt to or agree to do so unless the Charging Company complies with the conditions set out in Clause 7 2(d) of the Share Charge;

(c) suffer or permit the Company to cancel, increase, create, issue or agree to issue or put under option or agree to put under option any share or obligation convertible into shares of any class,

(d) suffer or permit the Company to call any uncalled capital,

(e) suffer or permit the Company to make any alteration to, grant any rights in relation to or otherwise re-organise, redeem, purchase or reduce the share capital or reserves of the Company in any way or enter into any composition or arrangement with its creditors or any class of creditors of the Company,

(f) alter any of the provisions of the Company's memorandum and articles of association except to the extent permitted by the terms of the Finance Documents, or

(g) take any step to wind up, reconstruct, re-organise or dissolve itself or take any other action which is analogous to them

3. By Clause 12 (*Further Assurances*), the Charging Company agreed, at its own expense, to take whatever action the Security Trustee or a Receiver may reasonably require for creating, perfecting or protecting any security intended to be created by the Share Charge or facilitating the realisation of any Security Share, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Share

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>This includes</p> <p>(a) the execution of any transfer, conveyance, assignment or assurance of the assets forming part of, or intended to form part of, the Security Shares, whether to the Security Trustee or its nominee, or</p> <p>(b) the giving of any notice, order or direction and the making of any registration, which, in any such case, the Security Trustee may reasonably require</p> <p style="text-align: center;">Definitions</p> <p>In this Form MG01, the following expressions shall have the meanings respectively set out below</p> <p>"Company" means Land Energy Girvan Limited, a company incorporated under the laws of England and Wales, registered with Companies House under number 06813953 and having its registered office at 54 Hatton Garden, London, EC1N 8HN,</p> <p>"Facility Agreement" means the facility agreement dated 19 May 2011 as amended and restated from time to time between, amongst others, the Company, the Charging Company, the Lender and the Security Trustee,</p> <p>"Finance Documents" means the Facility Agreement, the Security Documents, the documents pertaining to the use of Loans by the Company and any other document designated as such by the Lender from time to time,</p> <p>"Finance Parties" means the Security Trustee or the Lender and "Finance Parties" shall be construed accordingly,</p> <p>"Future Shares" means any of the issued and allotted shares in the capital of the Company acquired by the Charging Company after the Share Charge Date,</p> <p>"Initial Shares" means all of the issued and allotted shares in the capital of the Company registered in the name of the Charging Company and beneficially owned by the Charging Company referred to in Schedule 1 to the Share Charge,</p> <p>"Lender" means Gottex Real Asset Fund 1 (CHP) S A R L , a private limited liability company (société à responsabilité limitée), incorporated and operating under the laws of Luxembourg, registered with the Luxembourg RCS under number B147.566, whose registered office is 20, Rue de la Poste, L-2346 Luxembourg,</p> <p>"Loan" has the meaning given to it in Clause 1.1 of the Facility Agreement,</p> <p>"Permitted Security" means any Security Interest required to be</p>	

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6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="328 371 1046 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 461 1509 618">granted by the Company or the Charging Company in favour of any bank or financial institution under the terms of any working capital, overdraft, invoice discounting facility or other similar facility, whether now or in the future, which the Lender, in its capacity as a Shareholder, has approved, such approval not to be unreasonably withheld or delayed,</p> <p data-bbox="328 640 1461 707">"Person" has the meaning given to it in Clause 1 2 1(E) of the Facility Agreement,</p> <p data-bbox="328 730 1445 831">"Receiver" means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) a receiver, in either case, appointed under the Share Charge,</p> <p data-bbox="328 853 1102 887">"Related Rights" means in relation to the Shares,</p> <p data-bbox="328 909 1509 1010">(a) all dividends, interest, repayment or redemption proceeds and other distributions paid or payable after the Share Charge Date on all or any of the Shares (and the dividends or interest on them),</p> <p data-bbox="328 1032 1493 1133">(b) rights, money or property accruing or offered at any time by way of redemption, conversion, substitution, exchange, bonus or preference under option rights or otherwise, to, for or in respect of any of the Shares,</p> <p data-bbox="328 1155 1493 1279">(c) all stock, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income related to them) accruing or acquired by way of redemption, purchase, bonus, preference, option or otherwise, and</p> <p data-bbox="328 1301 1509 1491">(d) at the Share Charge Date or subsequently, all claims, proprietary or otherwise, against depositories, custodians, clearing systems and/or other similar persons (including brokers, banks or the like), in respect of fungible or specific Shares or Related Rights, including any proprietary interest in respect of those fungible or specific Shares or Related Rights</p> <p data-bbox="328 1514 1246 1547">"Security" means the security created by the Share Charge,</p> <p data-bbox="328 1570 1430 1648">"Security Documents" has the meaning given to it in Clause 1.1 of the Facility Agreement,</p> <p data-bbox="328 1671 1509 1771">"Security Interest" means a mortgage, hypothec, charge, pledge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect;</p> <p data-bbox="328 1794 1485 1827">"Security Shares" means, collectively, the Shares and the Related Rights,</p> <p data-bbox="328 1850 1477 2007">"Security Trustee" means Gottex Real Asset Fund 1 (CHP) S A R L , a private limited liability company (société à responsabilité limitée), incorporated and operating under the laws of Luxembourg, registered with the Luxembourg RCS under number B147 566, whose registered office is 20, Rue de la Poste, L-2346 Luxembourg;</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Share Charge Date**" means 24 May 2011,

"**Shareholder**" has the meaning given to it in Clause 1.1 of the Facility Agreement, and

"**Shares**" means, together, the Initial Shares and the Future Shares



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 6456127
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 24 MAY
2011 AND CREATED BY LAND ENERGY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE SECURITY TRUSTEE AND THE OTHER
FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 8 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES