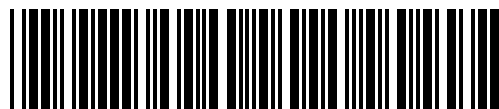




Registration of a Charge

Company Name: **A-GAS INTERNATIONAL LIMITED**

Company Number: **02074334**



XCYWHELN

Received for filing in Electronic Format on the: **14/03/2024**

Details of Charge

Date of creation: **08/03/2024**

Charge code: **0207 4334 0023**

Persons entitled: **TRUIST BANK**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2074334

Charge code: 0207 4334 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2024 and created by A-GAS INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2024 .

Given at Companies House, Cardiff on 19th March 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

JOINDER AGREEMENT FOR NEW PLEDGOR

THIS JOINDER AGREEMENT (this “Agreement”), dated as of March 8, 2024, is entered into between A-Gas International Limited, a private limited liability company incorporated in England and Wales with registered number 02074334 (the “New Pledgor”), and Truist Bank, as administrative agent and as collateral agent (the “Collateral Agent”) under that certain Credit Agreement, dated as of December 14, 2023 (the “Closing Date”), by and among Arthur MidCo Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 401849 and having its registered office at c/o Maples Corporate Services Limited, P.O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104 (“Holdings”), Arthur US Finco, Inc., a Delaware corporation (the “US Borrower”), Arthur BidCo Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 401846 and having its registered office at c/o Maples Corporate Services Limited, P.O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104 (“Cayman Borrower”, together with the US Borrower, the “Borrowers”), the Co-Borrowers from time to time party thereto, the lenders from time to time party thereto and Truist Bank, as Administrative Agent and Collateral Agent, as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time (the “Credit Agreement”). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Security Agreement (as defined below).

The New Pledgor and the Collateral Agent, for the benefit of the Secured Parties, hereby agree as follows:

1. The New Pledgor hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Pledgor will be deemed to be a Pledgor under the Pledge and Security Agreement, dated as of the Closing Date, among Holdings, the US Borrower, the other Grantors and Pledgors from time to time party thereto, and the Collateral Agent (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”) for all purposes of the Security Agreement and, subject to the terms thereof, shall have all of the obligations of a Pledgor thereunder. The New Pledgor hereby grants a security interest to the Collateral Agent for the benefit of the Secured Parties in the Pledged Collateral (as defined in Article II of the Security Agreement) of such Pledgor, whether now owned or existing or hereafter created, acquired or arising and wherever located, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), all with the same force and effect as if the New Pledgor were a signatory to the Security Agreement.

2. The New Pledgor hereby agrees that each reference in the Security Agreement to a Pledgor shall also mean and be a reference to the New Pledgor.

3. Attached to this Agreement is a duly completed Schedule I to the Security Agreement and Section 1(a) and Section 2 of the Perfection Certificate in substantially the form of “Schedule 1(a)” and “Schedule 2” in the “Form of Perfection Certificate” under Exhibit A to the Security Agreement with respect to the New Pledgor (collectively, the “Supplemental Schedule”). The New Pledgor represents and warrants that the information contained on the

Supplemental Schedule with respect to such New Pledgor and its properties and affairs is true, complete and accurate in all material respects as of the date hereof.

4. The New Pledgor hereby waives acceptance by the Collateral Agent and the Secured Parties of this Agreement and acknowledges that the Secured Obligations are and shall be deemed to be incurred, and that credit extensions under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements are made and maintained in reliance on this Agreement and the New Pledgor's joinder as a party to the Security Agreement as herein provided.

5. This Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the New Pledgor has caused this Agreement to be duly executed by its authorized officer, and the Collateral Agent, for the benefit of the Secured Parties, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

A-GAS INTERNATIONAL LIMITED

By: 

Name: Richard Stewart

Title: Director

Acknowledged and accepted:

TRUIST BANK, as Collateral Agent

By: 

Name: Iryna Kolos

Title: Vice President

SCHEDULE I

Pledged Securities

Pledged Securities constituting Equity Interests

Issuer	Record Owner/Grantor	Certificate No. (if applicable)	Number of Shares/Interest Owned	Percentage of Total Equity Interests of Issuer Pledged
A-Gas US Holdings Inc.	A-Gas International Limited	1	100	100%

Schedule 1(a) to Perfection Certificate

Legal Name:

Loan Party	Type of Entity	Jurisdiction of Organization	Organizational Number	Federal Taxpayer Identification Number
A-Gas International Limited	N/A	N/A	N/A	N/A

Schedule 2 to Perfection Certificate

Chief Executive Office

Loan Party	Chief Executive Office
A-Gas International Limited	Units 7 & 8, Gordano Court, Serbert Close, Portishead, BS20 7FS, United Kingdom