

MG01

Particulars of a mortgage or charge

046152/156

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 for**
You cannot use this form to register
particulars of a charge
company. To do this,
form MG01s

WEDNESDAY



A05 27/07/2011 199
COMPANIES HOUSE

1 Company details

Company number 0 2 6 1 8 4 1 6

Company name in full EDL Operations (LFG1) Limited

3 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 d 0 8 m 0 7 y 2 0 1 1

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 A debenture dated 8 July 2011 (the "**Debenture**") and entered into between (1) EDL Holdings (UK) Limited, Energy Developments (UK) Limited, Bio Energy (UK) Limited, EDL (UK) LFG Generation Limited, EDL Generation Limited, EDL Operations (Barling) Limited, EDL Operations (Bellhouse) Limited EDL Operations (LFG1) Limited, EDL Operations (Mucking) Limited, EDL Operations (Pitsea) Limited, EDL Operations (Rainham) Limited and Ryton Energy Limited as the original chargors (the "**Original Chargors**") and (2) National Australia Bank Limited as security trustee (the "**Security Trustee**")

4 Amount secured

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

Amount secured

"**Secured Moneys**" means all moneys which a Security Provider is or may be
liable to pay to the Beneficiaries under or in relation to any Finance Document
and in any capacity, irrespective of whether the debts or liabilities

- 1 are present or future,
- 2 are actual, prospective, contingent or otherwise,
- 3 are at any time ascertained or unascertained,
- 4 are owed or incurred by or on account of any Security Provider alone, or
severally or jointly with any other person,
- 5 are owed to or incurred for the account of any Beneficiary alone, or severally
or jointly with any other person,
- 6 are owed to any other person as agent (whether disclosed or not) for or on
behalf of any Beneficiary,
- 7 are owed or incurred as principal, interest, fees, charges, Taxes, damages
(whether for breach of contract or tort or incurred on any other ground), losses,
costs or expenses, or on any other account,
(cont)

Continuation page

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

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4	Amount secured	
Amount secured	<p data-bbox="344 376 1043 398">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="344 421 1449 611"> 8 are owed to or incurred for the account of any Beneficiary directly or as a result of (a) the assignment or transfer to any Beneficiary of any debt or liability of any Security Provider (whether by way of assignment, transfer or otherwise), or (b) any other dealing with any such debt or liability, 9 are owed to or incurred for the account of a Beneficiary before the date of the Security Trust Deed or before the date of any assignment of the Security Trust Deed to any Beneficiary by any other person or otherwise, or 10 comprise any combination of the above </p> <p data-bbox="344 645 1377 701">It includes all moneys for which a Security Provider would have been liable but for Insolvency. Despite that Insolvency, a Security Provider will still be taken to be liable</p> <p data-bbox="344 757 459 779">Definitions</p> <p data-bbox="344 813 1465 891"> "Bankruptcy Law" means United States Bankruptcy' Reform Act of 1978, 11 USC §§101 et seq, as amended from time to time or any applicable United States Federal or state bankruptcy, insolvency or other similar law now or hereafter in effect and all rules and regulations promulgated thereunder </p> <p data-bbox="344 925 555 947"> "Beneficiary" means </p> <p data-bbox="344 981 750 1081"> 1 the Security Trustee, 2 each Initial Beneficiary, and 3 each New Beneficiary, but does not include a Retired Beneficiary </p> <p data-bbox="344 1115 1457 1193"> "Collateral Security" means any present or future Security Interest, Guarantee or other document or agreement created or entered into by a Security Provider or any other person as security for, or to credit enhance, the payment of any of the Secured Moneys </p> <p data-bbox="344 1227 1420 1283"> "Common Terms Deed" means the common terms deed dated on or about the date of the Security Trust Deed between, amongst others, each party specified in schedule 1 of that deed and the Security Trustee </p> <p data-bbox="344 1317 1433 1373"> "Controller" has the meaning given to the word 'controller' in the Corporations Act, but as if 'charge' included any Security, and includes a Receiver </p> <p data-bbox="344 1395 978 1417"> "Corporations Act" means the Corporations Act 2001 (Australia) </p> <p data-bbox="344 1451 630 1473"> "Finance Document" means </p> <p data-bbox="344 1507 1444 1731"> 1 the Security Trust Deed, 2 a Security, 3 the Common Terms Deed, 4 a Swap Agreement, 5 any document between a Security Provider and a Beneficiary in respect of Permitted Financial Indebtedness, 6 any other Finance Document as defined in any Finance Document (directly or indirectly) and 7 any other document which the Beneficiaries, the Security Trustee and the Security Providers agree is a Finance Document for the purposes of the Security Trust Deed </p> <p data-bbox="344 1765 1034 1787"> "Financial Indebtedness" means any indebtedness for or in respect of </p> <p data-bbox="344 1821 1444 2033"> 1 moneys borrowed, 2 any amount raised under any acceptance credit, or bill acceptance, discount or endorsement facility, 3 any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, 4 the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease, 5 receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis), (cont) </p>	

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p data-bbox="336 371 1034 394">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="336 421 1465 696"> 6 any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption, 7 any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, 8 any derivative transaction (and, unless specified otherwise, when calculating the indebtedness for or in respect of any derivative transaction, only the marked to market value shall be taken into account), 9 consideration for the acquisition of assets or services payable more than 90 days after acquisition, 10 any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and 11 the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (1) to (9) above, </p> <p data-bbox="336 723 1034 745">provided that the same indebtedness will not be counted more than once</p> <p data-bbox="336 779 1465 857">"GAAP" means generally accepted accounting principles in Australia or, in the case of Financial Indebtedness of any Security Provider not incorporated or organised in Australia, in that Security Provider's jurisdiction of incorporation or organisation</p> <p data-bbox="336 891 1465 947">"Government Agency" means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity</p> <p data-bbox="336 974 987 996">"GST" means the goods and services tax levied under the GST Law</p> <p data-bbox="336 1025 1326 1048">"GST Law" has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)</p> <p data-bbox="336 1081 1313 1104">"Guarantee" means any guarantee, suretyship, letter of credit, letter of comfort or any other obligation</p> <p data-bbox="336 1137 1465 1249"> 1 to provide funds (whether by the advance of money, the purchase of or subscription for shares or other securities, the purchase of assets, rights or services, or otherwise) for the payment or discharge of, 2 to indemnify against the consequences of default in the payment of, or 3 to be responsible otherwise for, </p> <p data-bbox="336 1276 1465 1332">any debt or monetary liability of another person or the assumption of any responsibility or obligation in respect of the insolvency or financial condition of another person</p> <p data-bbox="336 1361 1161 1384">"Initial Beneficiary" means each party listed in Schedule 1 of the Security Trust Deed</p> <p data-bbox="336 1417 1225 1440">"Initial Security Provider" means each party listed in Schedule 2 of the Security Trust Deed</p> <p data-bbox="336 1473 802 1496">"Insolvency" means that a person is Insolvent if</p> <p data-bbox="336 1529 619 1552">A - if incorporated in Australia</p> <p data-bbox="336 1556 1465 1944"> 1 it is (or states or is presumed for the purposes of the Corporations Act that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act), 2 except for the purpose of a solvent reorganisation on terms reasonably acceptable to the Security Trustee, it implements a merger, demerger or scheme of arrangement with any person, 3 it has a Controller, trustee in bankruptcy, receiver or interim receiver (including any Receiver, administrator, administrative receiver or compulsory manager) appointed to any part of its property, 4 except for the purpose of a solvent reorganisation on terms reasonably acceptable to the Security Trustee it is in liquidation, in provisional liquidation or wound up, 5 it is subject to any plan of compromise or arrangement, a proposal or a notice of intention to file a proposal, assignment, moratorium or composition by which its assets are subject conditionally or unconditionally to the control of its creditors, 6 an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (2), (3) or (4) above, </p> <p data-bbox="336 1971 392 1993">(cont)</p>	

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>7 it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand, or</p> <p>8 it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Security Trustee reasonably deduces it is so subject),</p> <p>B - if incorporated in the United Kingdom</p> <p>1 it is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under section 123 of the Insolvency Act or any applicable Insolvency Legislation, it suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, it commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities),</p> <p>2 a moratorium is declared in respect of any of its indebtedness,</p> <p>3 except for the purpose of a solvent reorganisation on terms reasonably acceptable to the Security Trustee, corporate action, legal proceedings or other procedure or step is taken in relation to (i) the suspension of payments by it, a moratorium of any of its indebtedness, its dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or the winding up of it (other than any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement), or (ii) a composition, compromise, assignment or arrangement with any creditor of any member of it,</p> <p>4 except for the purpose of a solvent reorganisation on terms reasonably acceptable to the Security Trustee, any corporate action, legal proceedings or other procedure or step is taken in relation to (i) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it or any of its assets, or (ii) the enforcement of any Security over any of its assets, or</p> <p>5 any procedure or step analogous to those described in (3) or (4) above is taken in relation to it in any jurisdiction,</p> <p>"Insolvency Act" means the Insolvency Act 1986 (United Kingdom)</p> <p>"Insolvency Legislation" means the Insolvency Act and any secondary legislation made under it, and any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation</p> <p>"New Beneficiary" means at any time, a person who is not an existing Beneficiary at that time, and who becomes a Beneficiary after that time in accordance with the Security Trust Deed</p> <p>"Permitted Financial Indebtedness" means Financial Indebtedness permitted to be incurred by any Security Provider and secured by any Security in accordance with the terms of the Finance Documents</p> <p>"PPSA" means Personal Property Securities Act 2009 (Australia) and its related legislation</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver appointed under a Security or any Finance Document</p> <p>"Retired Beneficiary" means at any time, a person who was a Beneficiary but who</p> <p>1 has assigned or novated to one or more New Beneficiaries all of its rights and obligations under the Finance Documents, or</p> <p>2 becomes a Retired Beneficiary in accordance with clause 6 6(b) of the Security Trust Deed</p> <p>"Security" means at any time, each of the following which has been granted at that time</p> <p>1 any Security Interest entered into by or granted in favour of the Security Trustee (as trustee under this deed) or the benefit of which the Security Trustee acquires after the date of this deed as security for, among other things, the payment of any of the Secured Moneys including any Security as defined in a Finance Document,</p> <p>2 any Collateral Security, and</p> <p>3 any other document which the Beneficiaries, the Security Trustee and the Security Providers agree at any time, now or in the future, is a Security for the purposes of the Security Trust Deed</p> <p>(cont)</p>

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p data-bbox="347 371 1043 394">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="347 421 603 443">"Security Interest" means</p> <ol data-bbox="347 477 1458 752" style="list-style-type: none"> 1 a "security interest" under the PPSA or a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, 2 any title retention arrangement, 3 any right, interest, agreement, notice or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts or not repayable in certain circumstances, 4 any third party right or interest or any right arising as a consequence of the enforcement of a judgment, or 5 any other agreement, notice or arrangement having a similar effect, or any agreement or arrangement to create any of them or allow them to exist <p data-bbox="347 786 1426 835">"Security Provider" means a person who has granted a Security and includes, on the date of the Security Trust Deed, the Initial Security Providers</p> <p data-bbox="347 869 1458 918">"Security Trust Deed" means the security trust deed entered into between (1) the Initial Beneficiaries, (2) the Initial Security Providers and (3) the Security Trustee</p> <p data-bbox="347 952 1474 1059">"Swap Agreement" means an agreement which is an International Swap Dealers Association Inc agreement (or any other agreement which replaces that agreement as an industry standard) entered into at any time by a Security Provider. It includes any master agreement, any schedule to a master agreement and any transaction or confirmation under such master agreement and schedule</p> <p data-bbox="347 1093 469 1115">"Tax" means</p> <ol data-bbox="347 1149 1331 1198" style="list-style-type: none"> 1 any tax including GST, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding, or 2 any income, stamp or transaction duty, tax or charge, <p data-bbox="347 1232 1458 1281">which is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or other amount imposed on or in respect of any of the above</p>	

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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	National Australia Bank Limited	
Address	Level 25, 255 George Street, Sydney NSW 2000, Australia	
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	<p>Clause 3 1 (Legal Mortgage) Each Chargor charges by way of first legal mortgage its Real Property</p> <p>Clause 3 2 (Mortgage over Shares) Each Chargor, as legal and beneficial owner, mortgages all of its present and future right, title and interest in</p> <ul style="list-style-type: none">(i) the Shares,(ii) any dividend or interest paid or payable in relation to the Shares, and(iii) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, conversion, bonus or preference including option or warrant rights or otherwise, <p>but excluding any Excluded Property, to the Security Trustee as security for the due and punctual payment of the Secured Moneys</p> <p>Clause 3 3 (Fixed Charges) Each Chargor charges by way of first fixed charge</p> <ul style="list-style-type: none">(a) all estates or interests in any freehold or leasehold property now or in the future owned by that Chargor, to the extent that they are not the subject of the mortgage created in Clause 3 2 of the Debenture,(b) its Investments, to the extent that they are not the subject of the mortgage created in Clause 3 3 of the Debenture,(c) its Plant and Machinery,(d) its Debts (but, for the avoidance of doubt, excluding any proceeds of such Debts),(e) its Designated Bank Accounts,(f) its Intellectual Property, and(g) each of the following<ul style="list-style-type: none">(i) any beneficial interest, claim or entitlement it has in any pension fund,(ii) its goodwill,(iii) its uncalled capital, and(iv) its Insurances <p>Clause 5(a) (Negative Pledge) Except with the consent of the Security Trustee, no Chargor may do, or agree, attempt or take any step to do, any of the following</p> <ul style="list-style-type: none">(i) create or permit to subsist any Security Interest over any Security Asset other than a Permitted Security Interest, or <p>(cont)</p>	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(ii) sell, transfer, licence, lease, grant options or rights over or otherwise dispose of any Security Asset other than a Permitted Disposal

Definitions

"Accession Deed (Beneficiary)" means a deed in, or substantially in, the form of Attachment 1 (Accession Deed (Beneficiary) of the Security Trust Deed) (or in any other form that the parties from time to time agree) under which a New Beneficiary becomes a party to the Security Trust Deed in accordance with clause 10 2 (New Beneficiaries pursuant to transfers) or clause 10 3 (Other New Beneficiaries) of the Security Trust Deed

"Additional Chargor" means a company which becomes a party to the Debenture by executing a supplemental deed in the form as set out in Schedule 3 to the Debenture

"Bank Account" means any bank account of any Chargor from time to time, including any Credit Balance

"Banking Day" means

- 1 for the purposes of clause 13 4 (Notices) of the Security Trust Deed, a day on which banks are open for business in the city where the notice or other communication is received excluding a Saturday, Sunday or public holiday, and
- 2 for all other purposes, a day on which banks are open for general banking business in Brisbane, Melbourne, Sydney and Singapore, excluding a Saturday, Sunday or public holiday in that place, and
- (a) in the case of a proposed payment in Euro, any TARGET Day,
- (b) in the case of a proposed payment in US Dollars, New York,
- (c) in the case of a proposed payment in Pounds, London, and
- (d) in the case of something to be done under a Finance Document other than this deed, on the date specified in that Finance Document (if different)

"Chargor" means an Original Chargor or an Additional Chargor

"Credit Balance" means, in relation to a Bank Account

- (a) the amount for the time being standing to the credit of such Bank Account,
- (b) any amount received by or for the account of the account holding bank which it is under a duty to credit to a Bank Account but which it has not yet credited to the relevant Bank Account,
- (c) any interest accrued or accruing on an amount covered by paragraph (a) or (b) above, whether or not the interest has been credited to the relevant Bank Account, and
- (d) any other rights and benefits accruing to or arising in connection with any Bank Account or any of (a) - (c) above

"Debts" mean all book debts, other debts, royalties, fees and other amounts due to any Chargor from any other person including, without limitation, amounts due under letters of credit in its favour and under bills of exchange, negotiable and bearer instruments held by it (whether present, future or contingent and whether acquired from a third party) together with all collateral, security, guarantees or other rights connected with them, but excluding any Credit Balance

"Designated Bank Account" means any Bank Account for which a notice pursuant to Clause 8 2 of the Debenture has been requested by the Security Trustee

"Duties Act" means the Duties Act 1997 (New South Wales, Australia)

"Euro" means the single currency unit of each Participating Member State

"Event of Default" means an Event of Default as defined in any Finance Document by or relating to a Security Provider

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 371 1015 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 432 1460 568">"Excluded Property" means, in respect of a Chargor, (but only for the period commencing on the date of first execution of the Debenture and ending on the Spring Date) all of the present and future undertaking, assets and rights of that Chargor located or taken under the Duties Act to be located in New South Wales, Australia including all real and personal property, choses in action, goodwill, uncalled and called but unpaid capital located or taken under the Duties Act to be located in New South Wales, Australia</p> <p data-bbox="336 600 635 627">"Exposure" means at any time</p> <p data-bbox="336 656 1460 929">1 in relation to a Beneficiary (other than in its capacity as a Swap Bank, Voting Representative or the Security Trustee), the total of all amounts due for payment, or which will or may become due for payment, in connection with any Finance Document (including any transactions contemplated by it) to that Beneficiary (or the Security Trustee or a Voting Representative on account of that Beneficiary) other than amounts paid to that Beneficiary on account of another Beneficiary,</p> <p data-bbox="336 792 1345 819">2 in relation to a Swap Bank, the amount of the Potential Close-out Amount and Settlement Amount, and</p> <p data-bbox="336 822 1460 929">3 in relation to a Voting Representative or the Security Trustee, the total of all amounts due for payment or which will or may become due for payment under any Finance Document to the Voting Representative or the Security Trustee other than amounts paid to the Voting Representative or the Security Trustee for the account of another Beneficiary or in any other capacity,</p> <p data-bbox="336 958 443 985">at that time</p> <p data-bbox="336 1014 1398 1041">"Insurances" mean all contracts and policies of insurance in which a Chargor is the insured or has an interest</p> <p data-bbox="336 1070 711 1097">"Intellectual Property Rights" means</p> <p data-bbox="336 1126 1342 1234">(a) any know-how, patent, trade mark, service mark, design, brand name, business name or similar right, (b) any copyright or other intellectual property monopoly right, (c) any interest (including by way of licence) in any of the above, and (d) any application for any of the above,</p> <p data-bbox="336 1263 707 1290">in each case whether registered or not</p> <p data-bbox="336 1319 557 1346">"Investments" means</p> <p data-bbox="336 1375 1460 1512">(a) the Securities, (b) the Shares, (c) any dividend or interest paid or payable in relation to any of the above, and (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, conversion, bonus or preference including option or warrant rights or otherwise,</p> <p data-bbox="336 1541 649 1568">"Majority Beneficiaries" means</p> <p data-bbox="336 1597 1460 1762">1 if no Event of Default is subsisting, those Beneficiaries (other than Swap Banks, Voting Representatives and the Security Trustee) whose Exposures together exceed 66% of the total Exposure of all Beneficiaries (other than Swap Banks, Voting Representatives and the Security Trustee), or</p> <p data-bbox="336 1680 1425 1762">2 while an Event of Default subsists (except for the purpose of waiving that Event of Default), those Beneficiaries (other than Voting Representatives and the Security Trustee) whose Exposures together exceed 66% of the aggregate Exposures of all Beneficiaries (other than Voting Representatives and the Security Trustee)</p> <p data-bbox="336 1792 1460 1848">"Participating Member State" means any member state of the European Union that adopts or has adopted Euro as its lawful currency in accordance with legislation of the European Union relating to the European Monetary Union</p> <p data-bbox="336 1877 1388 1933">"Permitted Disposal" means any sale, assignment, transfer or other disposal permitted to be effected by any Security Provider that does not result in a breach of any Finance Document</p> <p data-bbox="336 1962 399 1989">(cont)</p>

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Particulars of a mortgage or charge

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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

"Permitted Security Interests" means Security Interests permitted to be granted by any Security Provider that do not result in a breach of any Finance Document

"Plant and Machinery" means all plant and machinery together with the benefit of all warranties, maintenance contracts, sale and purchase options, rights and interests relating to them

"Potential Close-out Amount" means in relation to a Swap Bank on any day, the amount which, if the relevant Swap Agreements were closed out, would be owed to that Swap Bank on that day. The amount is to be calculated on a net basis in accordance with the relevant Swap Agreement

"Real Property" means,

(a) any and all freehold, leasehold and commonhold property (including moveable and immoveable property) in England and Wales (whether registered or unregistered) as may be held by a Chargor (or in which a Chargor is otherwise interested) from time to time, and

(b) any real property elsewhere in the world as may be held by a Chargor (or in which the Chargor is otherwise interested) to the extent of its interest from time to time

"Securities" means any debentures, bonds and other securities owned by a Chargor or held by any trustee, nominee, depositary, custodian or clearing house, system or agent on its behalf

"Security" means all security created by the Debenture

"Security Assets" means all assets of the Chargors which are the subject of the Security

"Settlement Amount" means the amount (if any) payable by a Security Provider to a Swap Bank under a Swap Agreement which has been closed out or terminated, calculated on a net basis in accordance with the relevant Swap Agreement

"Shares" means shares in the Subsidiary of a Chargor, owned by such Chargor, or held by any trustee, nominee, depositary, custodian or clearing house, system or agent on its behalf

"Spring Date" means the earlier of

(i) 1 July 2012,

(ii) the date an Event of Default occurs, provided that the Security Trustee (acting on the instructions of any Beneficiary) gives written notice to that effect to each Chargor within five Banking Days of the date of the Event of Default, and

(iii) the date on which the Security Trustee (acting on the instructions of the Majority Beneficiaries) gives written notice to each Chargor that the Spring Date has occurred for the purposes of the Debenture

"Subsidiary" has the meaning given to that expression in the Corporations Act, but an entity will also be taken to be a Subsidiary of an entity if it is controlled by that entity (expressions used in this paragraph have the meanings given for the purposes of chapter 2M of the Corporations Act) and, without limitation

1 a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share, and

2 an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation

In respect of a Security Provider incorporated in England, a "Subsidiary" of an entity means another entity which is a subsidiary undertaking of the first entity within the meaning of section 1162 of the Companies Act

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 371 1015 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 434 539 456">"Swap Bank" means</p> <p data-bbox="336 490 1385 568">1 each party specified as an Initial Swap Bank in Part B of Schedule 1 of the Security Trust Deed, and 2 each person that enters into a Swap Agreement with a Security Provider and executes an Accession Deed (Beneficiary) in accordance with clause 10 3 (Other New Beneficiaries) of the Security Trust Deed</p> <p data-bbox="336 602 1394 624">"TARGET" means Trans-European Automated Real-time Gross Settlement Express Transfer payment system</p> <p data-bbox="336 658 1275 680">"TARGET Day" means any day on which TARGET is open for the settlement of payments in Euro</p> <p data-bbox="336 714 1390 770">"US Dollars" means United States Dollars, being the lawful currency for the time being of the United States of America</p> <p data-bbox="336 804 655 826">"Voting Representative" means</p> <p data-bbox="336 860 1449 1072">1 in respect of the Initial Beneficiaries, the party specified as the Initial Agent in Part C of Schedule 1 (Initial Beneficiaries) of the Security Trust Deed, 2 each party who becomes a substitute Voting Representative under the terms of a Finance Document and that executes an Accession Deed (Beneficiary) in accordance with clause 10 2 (New Beneficiaries pursuant to transfers) of the Security Trust Deed, and 3 each person who is appointed as a Voting Representative in relation to Financial Indebtedness provided to a Security Provider and executes an Accession Deed (Beneficiary) in accordance with clause 10 3 (Other New Beneficiaries) of the Security Trust Deed,</p> <p data-bbox="336 1106 1422 1151">and in relation to any Beneficiary, the Voting Representative appointed by that Beneficiary in accordance with the Finance Documents (or, if there is no such person appointed, that Beneficiary)</p>

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Particulars of a mortgage or charge

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X

X

Watson, Farley + Williams LLP

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 James Clayton

Company name Watson, Farley & Williams LLP

Address 15 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H B

Country England

DX

Telephone 020 7863 8953



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2618416
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 JULY 2011
AND CREATED BY EDL OPERATIONS (LFG 1) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM A
SECURITY PROVIDER TO THE BENEFICIARIES 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 27 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES