

MG01

Particulars of a mortgage or charge

109092/13



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LASERFORM

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

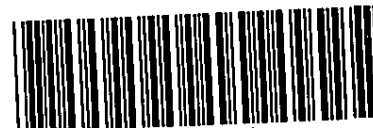
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

TUESDAY



R222JVD4

RCS

12/02/2013

#218

COMPANIES HOUSE

LD3

07/02/2013

#5

COMPANIES HOUSE

1

Company details

Company number

0 2 8 6 6 6 4 2

Company name in full

Northern Gas Processing Limited

(the "Chargor")

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

d0 d1 m0 m2 y2 y0 y1 y3

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 legal charge dated 01 February 2013 granted by the Chargor in favour of
RBC Europe Limited as trustee for each of the Secured Parties (the
"Security Trustee") (the "Legal Charge")

4

Amount secured

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

Amount secured

The Chargor has covenanted with the Security
Trustee that it shall, on demand of the Security
Trustee pay, discharge and satisfy the Secured
Obligations and indemnify the Security Trustee and
each of the Secured Parties against any losses,
costs, charges, expenses and liabilities arising
from any breach or failure to pay, discharge and
satisfy the Secured Obligations in accordance with
their respective terms

Capitalised terms used in this MG01 and not defined
herein have been defined in the Definition
Schedule

Continuation page

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

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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 RBC Europe Limited

Address Riverbank House, 2 Swan Lane,
London

Postcode E C 4 R 3 B F

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

The Chargor has charged with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties), for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the freehold property as set out in Schedule 2 (*Mortgaged Property*) to the Legal Charge (the "**Mortgaged Property**")

Capitalised terms used in this MG01 and not defined herein have been defined in the Definition Schedule

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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).

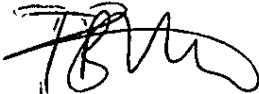
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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 Tamara Brittan [70-40533346]

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 mortgage 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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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	<p><u>Definition Schedule:</u></p> <p>"Accession Deed" means an accession deed substantially in the form set out in Schedule 7 (<i>Form of Accession Deed</i>) of the Facility Agreement</p> <p>"Accounting Principles" means generally accepted accounting principles in the United Kingdom</p> <p>"Acquisition Agreement" means the sale and purchase agreement dated 19 December 2012 relating to the sale and purchase of the Target Shares and made between the Company and the Vendor</p> <p>"Acquisition Documents" means the Acquisition Agreement, the Disclosure Letter and any other document designated as an "Acquisition Document" by the Agent and the Company</p> <p>"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p>"Agent" means RBC Europe Limited as agent of the other Finance Parties</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 8 (<i>Ancillary Facilities</i>) of the Facility Agreement</p> <p>"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 8 (<i>Ancillary Facilities</i>) of the Facility Agreement</p> <p>"Arrangers" means Royal Bank of Canada, Credit Agricole Corporate & Investment Bank and Banc of America Securities Limited as mandated lead arrangers</p> <p>"Borrower" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security</p>	

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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="320 344 1034 378">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 450 1509 506">"Commitment" means a Term Facility Commitment or Revolving Facility Commitment</p> <p data-bbox="320 539 1509 595">"Company" means NSMP (TGPP) Limited, a company incorporated in Jersey with registration number 112053</p> <p data-bbox="320 629 1509 730">"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) of the Facility Agreement</p> <p data-bbox="320 763 1509 819">"Creditors" means the Primary Creditors, the Intra-Group Lenders and Midco</p> <p data-bbox="320 853 1509 909">"Debenture" means a debenture dated 19 December 2012 between the Company as charger and the Security Trustee</p> <p data-bbox="320 943 1509 1099">"Debt Document" means each of the Intercreditor Agreement, the Finance Documents, the Hedging Agreements, the Security Documents, any agreement evidencing the terms of the Midco Liabilities, any document evidencing the terms of the Intra-Group Liabilities and any other document designated as such by the Security Trustee and the Company</p> <p data-bbox="320 1133 1509 1223">"Debtor" means Midco, the Company and any person which becomes a Party as a Debtor in accordance with the terms of Clause 19 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p data-bbox="320 1256 1509 1312">"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p data-bbox="320 1346 1509 1402">"Disclosure Letter" means the disclosure letter provided in accordance with the Acquisition Agreement</p> <p data-bbox="320 1435 1509 1592">"Facility Agreement" means the facilities agreement dated 19 December 2012 between amongst others NSMP (TGPP) Limited, Royal Bank of Canada, Credit Agricole Corporate & Investment Bank and Banc of America Securities Limited as mandated lead arrangers and RBC Europe Limited as agent and Security Trustee</p> <p data-bbox="320 1626 1509 1682">"Facility Creditors" means each of the Agent, the Arrangers and the Lenders</p> <p data-bbox="320 1715 603 1749">"Fee Letter" means</p> <div data-bbox="379 1783 1509 2069"> <p data-bbox="379 1783 1509 1939">(a) any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in Clause 16 (<i>Fees</i>) of the Facility Agreement, and</p> <p data-bbox="379 1973 1509 2069">(b) any agreement setting out fees payable to a Finance Party referred to in paragraph (f) of Clause 2.2 (<i>Increase</i>), Clause 16.5 (<i>Fees payable in respect of Letters of Credit</i>) or</p> </div>

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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

Clause 16 6 (*Interest, commission and fees on Ancillary Facilities*) of the Facility Agreement or under any other Finance Document

"**Finance Document**" means the Facility Agreement, the Mandate Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company, provided that where the term "Finance Document" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement a Hedging Agreement shall be a Finance Document only for the purposes of

- (a) the definition of "Material Adverse Effect",
- (b) paragraph (a) of the definition of "Permitted Transaction",
- (c) the definition of "Transaction Document",
- (d) the definition of "Transaction Security Document",
- (e) paragraph (a) (iv) of Clause 1 2 (*Construction*) of the Facility Agreement,
- (f) Clause 22 (*Guarantee and Indemnity*) of the Facility Agreement,
- (g) Clause 27 (*Events of Default*) (other than paragraph (b) of Clause 27 14 (*Repudiation and rescission of agreements*) and Clause 27 17 (*Acceleration*) of the Facility Agreement),
- (h) Clause 36 (*Notices*) of the Facility Agreement, and
- (i) the definition of "Secured Obligations" III Schedule 13 (*Agreed Security Principles*) of the Facility Agreement

"**Finance Party**" means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender, provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement a Hedge Counterparty shall be a Finance Party only for the purposes of.

- (a) the definition of "Secured Parties",
- (b) paragraph (a) (1) of Clause 1 2 (*Construction*) of the Facility Agreement,
- (c) paragraph (c) of the definition of "Material Adverse Effect" of the Facility Agreement,
- (d) Clause 22 (*Guarantee and Indemnity*) of the Facility Agreement,

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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>(e) Clause 24 9 ("Know your customer" checks) of the Facility Agreement, and</p> <p>(f) Clause 32 (Conduct of Business by the Finance Parties) of the Facility Agreement</p> <p>"Financial Indebtedness" means any indebtedness for or in respect of</p> <p>(a) moneys borrowed and debit balances at banks and other financial institutions,</p> <p>(b) any amount raised by acceptance under any acceptance credit facility or bill discounting facility or dematerialised equivalent,</p> <p>(c) any amount raised pursuant to any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;</p> <p>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles as at the date of the Facility Agreement, be treated as a finance or capital lease but only to the extent of the capitalised value thereof;</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis, subject to customary representations),</p> <p>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing classified as such under Accounting Principles,</p> <p>(g) for the purposes of Clause 27 5 (Cross default) of the Facility Agreement only, any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),</p> <p>(h) 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 (but not, in any case, Trade Instruments), and</p> <p>(i) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above</p> <p>"Group" means the Company, the Target and each of their respective</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	<p>Subsidiaries from time to time</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"Hedge Counterparty" means any entity which has become a Party as a Hedge Counterparty in accordance with Clause 28.8 (<i>Accession of Hedge Counterparties</i>) of the Facility Agreement and which is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facility which, at the time that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter either requires or had required or permits or did permit, to be hedged</p> <p>"Hedging Letter" means the letter dated on or before the date of the Facility Agreement and made between the Arranger and the Company describing the hedging arrangements to be entered into or which are permitted to be entered into in respect of the interest rate liabilities of the Borrowers of, and in relation to, the Term Facility</p> <p>"Holding Company" means, in relation to a person, any other person in respect of which it is a Subsidiary</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 19 December 2012 and made between, among others, the Company, the Debtors, RBC Europe Limited as Security Trustee, RBC Europe Limited as Agent, the Lenders, the Arrangers, Midco and the Intra-Group Lenders</p> <p>"Intra-Group Lenders" means each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which becomes a Party as an Intra-Group Lender in accordance with the terms of Clause 19 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders</p> <p>"Issuing Bank" means each Party identified as an Issuing Bank in the Facility Agreement and any Party which has become an Issuing Bank pursuant to Clause 6.8 (<i>Appointment of additional Issuing Banks</i>) of the Facility Agreement (and if there is more than one such Party, such Parties shall be referred to, whether acting individually or together, as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facility Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit</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

"**Legal Opinions**" means any legal opinion delivered to the Agent under Clause 4 1 (*Initial conditions precedent*) or Clause 30 (*Changes to the Obligors*) of the Facility Agreement

"**Legal Reservations**" means

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors,
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim,
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction, and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions

"**Lender**" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2 2 (*Increase*) or Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement

"**Letter of Credit**" means

- (a) a letter of credit, substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) to the Facility Agreement or in any other form requested by the Company and agreed by the Agent with the prior consent of the Majority Lenders and the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Agent with the prior consent of the Majority Lenders and the Issuing Bank

"**Liabilities**" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 342 1037 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="316 443 746 472">liabilities and obligations</p> <ul style="list-style-type: none"> <li data-bbox="376 501 1284 530">(a) any refinancing, novation, deferral or extension, <li data-bbox="376 560 1508 714">(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition, <li data-bbox="376 743 1158 772">(c) any claim for damages or restitution, and <li data-bbox="376 801 1508 862">(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise, <p data-bbox="316 891 1508 983">and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings</p> <p data-bbox="316 1012 1508 1137">"Majority Lenders" means a Lender or Lenders whose Commitments aggregate at least 66 66 per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated at least 66 66 per cent of the Total Commitments immediately prior to that reduction)</p> <p data-bbox="316 1167 1422 1196">"Management" means Andrew Heppel, David O'Donnell and Gareth Williams</p> <p data-bbox="316 1225 1508 1379">"Mandate Letter" means, together, the mandate and commitment letter dated 9 November 2012 between RBC Capital Markets, London Branch, Credit Agricole Corporate & Investment Bank and the Sponsor and the commitment letter dated 13 December 2012 from Banc of America Securities Limited and Bank of America, N A</p> <p data-bbox="316 1408 1342 1438">"Material Adverse Effect" means a material adverse effect on the</p> <ul style="list-style-type: none"> <li data-bbox="376 1467 1508 1527">(a) business, assets, operations or financial condition of the Group taken as a whole, or <li data-bbox="376 1556 1508 1688">(b) the ability of the Obligors taken as a whole to perform their payment obligations under the Finance Documents and/or their obligations under Clause 25 2 (<i>Financial condition</i>) of the Facility Agreement, or <li data-bbox="376 1718 1508 1872">(c) the validity, legality or enforceability (subject to the Legal Reservations) of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents <p data-bbox="316 1937 1508 1998">"Midco" means North Sea Midstream Partners Limited, a company incorporated in Jersey with registration number 112054</p> <p data-bbox="316 2027 1490 2056">"Midco Liabilities" means Liabilities arising under or in connection with</p>

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Short particulars	<p>any Shareholder Loan</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Original Borrower" means NSMP (TGPP) Limited, a company incorporated in Jersey with registration number 112053</p> <p>"Original Guarantor" means NSMP (TGPP) Limited, a company incorporated in Jersey with registration number 112053</p> <p>"Original Lender" means Royal Bank of Canada, Credit Agricole Corporate & Investment Bank and Bank of America, N A as listed in Part II of Schedule 1 (<i>The Original Parties</i>) of the Facility Agreement</p> <p>"Party" means a party to the Intercreditor Agreement or Facility Agreement as the context may require</p> <p>"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)</p> <p>"Permitted Transaction" means</p> <ul style="list-style-type: none"> (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents, (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group incorporated in the same jurisdiction, (c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms, or (d) any payments or other transactions contemplated by the Structure Memorandum <p>"Primary Creditors" means the Facility Creditors and the Hedge Counterparties</p> <p>"Quasi-Security" means an arrangement or transaction as described below</p> <ul style="list-style-type: none"> (i) sale, transfer or disposal of any assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group, (ii) sale, transfer or disposal of any receivables on recourse terms, 	

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	<p>(iii) 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</p> <p>(iv) any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p>"Reliance Parties" means the Agent, the Arrangers, the Security Trustee, the Issuing Bank, each Hedge Counterparty, each Ancillary Lender, and each Original Lender</p> <p>"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) of the Facility Agreement</p> <p>"Revolving Facility Commitment" means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "Revolving Facility Commitment" in Part II of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with Clause 2.2 (<i>Increase</i>) of the Facility Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any Revolving Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with Clause 2.2 (<i>Increase</i>) of the Facility Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Facility Agreement</p> <p>"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity</p> <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate and each of the Primary Creditors from time to time but, in the case of each Primary Creditor, only if it is a Party or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 19.9 (<i>Creditor Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>"Security" means a mortgage, 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>"Security Documents" means</p>	

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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>(a) each of the Transaction Security Documents,</p> <p>(b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and</p> <p>(c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above</p> <p>"Selection Notice" means a notice substantially in the form set out in Part III of Schedule 3 (<i>Requests and Notices</i>) of the Facility Agreement given in accordance with Clause 14 (<i>Interest Periods</i>) of the Facility Agreement in relation to the Term Facility</p> <p>"Shareholder Loan" means any loan made by Midco to the Company which is subordinated to the Facilities under the Intercreditor Agreement or otherwise in form and substance satisfactory to the Majority Lenders</p> <p>"Sponsor" means ArcLight Energy Partners Fund V, L P</p> <p>"Structure Memorandum" means the structure paper entitled "Project Kinetic" and dated 14 December 2012 describing the Group and the Acquisition and prepared by Deloitte LLP in the agreed form and addressed to, and/or capable of being relied upon by, the Reliance Parties</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purpose shall be treated as including any person where both</p> <p>(a) the shares or ownership interests in that person are subject to Security and the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such Security, and</p> <p>(b) the holding company of that person no longer holds a majority of the voting rights in respect of the shares or ownership interests in that person</p> <p>"Target" means Teesside Gas Processing Plant Limited, a company incorporated under the laws of England and Wales with registered number 05740797</p> <p>"Target Shares" means all of the shares in the Target</p> <p>"Term Facility" means the term loan facility made available under the Facility Agreement as described in paragraph (a)(1) of Clause 2.1 (<i>The Facilities</i>) of the Facility Agreement</p>	

MG01 - continuation page

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	<p>"Term Facility Commitments" means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "Term Facility Commitment" in Part II of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement and the amount of any other Term Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with Clause 2 2 (<i>Increase</i>) of the Facility Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any Term Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with Clause 2 2 (<i>Increase</i>) of the Facility Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Facility Agreement</p> <p>"Total Commitments" means the aggregate of the Total Term Facility Commitments and the Total Revolving Facility Commitments, being £95,000,000 at the date of the Facility Agreement</p> <p>"Total Revolving Facility Commitments" means the aggregate of the Revolving Facility Commitments, being £5,000,000 at the date of the Facility Agreement</p> <p>"Total Term Facility Commitments" means the aggregate of the Term Facility Commitments, being £90,000,000 at the date of the Facility Agreement</p> <p>"Trade Instruments" means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group arising in the ordinary course of trading of that member of the Group</p> <p>"Transaction Documents" means the Finance Documents and the Acquisition Documents</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents</p> <p>"Transaction Security Documents" means this Legal Charge, the Debenture, the debenture dated 19 December 2012 and entered into between the Company and the Security Trustee any other document entered into by any Obligor or by Midco creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p>"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price</p> <p>"Utilisation Request" means a notice substantially in the relevant form</p>	

MG01 - continuation page

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	<p>set out in Part I or, as the case may be, Part II of Schedule 3 (<i>Requests and Notices</i>) of the Facility Agreement</p> <p>"Vendor" means Deutsche Bank AG, London Branch, MatlinPatterson Global Opportunities Partners (Cayman) II LP, MatlinPatterson Global Opportunities Partners II LP, CVI GVF (LUX) Master SARL, Equity Trust Services (UK) Limited and Management</p>	

PROFORMA

Company Number. 02866642

Company Name Northern Gas Processing Limited

Contact Name/ Organisation: Tamara Brittan – Clifford Chance LLP

Address: 10 Upper Bank Street, Canary Wharf, London, E14 5JJ

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☒

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)

Please amend the text in Section 6 of the MG01 form (Short particulars of all property mortgaged or charged) to read:

"The Chargor has charged with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties), for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the freehold property as set out below

Chargor	Property Description	Title Number
Teesside Gas & Liquids Processing	Land at Seal Sands, Billingham	CE168304
Teesside Gas & Liquids Processing	Land at Seal Sands, Billingham	CE160125
Northern Gas Processing Limited	Land at Seal Sands, Middlesbrough	CE160127

(the "Mortgaged Property")

Capitalised terms used in this MG01 and not defined herein have been defined in the Definition Schedule "



L/C

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2866642
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 1
FEBRUARY 2013 AND CREATED BY NORTHERN GAS
PROCESSING LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO ANY
CREDITOR 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 12 FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY
2013**



Companies House



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