

819053 / 13  
**MG01**

## Particulars of a mortgage or charge



### 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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

TUESDAY



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A54

20/09/2011

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COMPANIES HOUSE

**1**

### Company details

Company number 0 6 0 0 4 3 2 8

Company name in full A-Gas Investments Limited

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 d1 d5 m0 m9 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 A Supplemental Debenture dated 15 September 2011 made between (1) A-Gas  
Investments Limited (the "Chargor") and (2) HSBC Corporate Trustee  
Company (UK) Limited as security trustee for the Secured Parties, (the  
"Chargee") (the "Supplemental Debenture")

**4**

### Amount secured

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

Amount secured All present and future obligations and liabilities,  
whether actual or contingent and whether owed  
jointly or severally, as principal or surety and/or  
in any other capacity whatsoever, owed by any  
member of the Group to the Secured Parties under or  
in connection with the Finance Documents (the  
"Secured Obligations").

### 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 HSBC Corporate Trustee Company (UK) Limited  
*as security trustee for the secured parties*

Address 8 Canada Square,

London

Postcode E 1 4 5 H Q

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 See continuation sheet

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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 Elizabeth Judd (EZW/203935 1)

Company name Shoosmiths

Address Apex Plaza

Forbury Road

Post town Reading

County/Region Berkshire

Postcode R G 1 1 S H

Country UK

DX DX117879 Reading (APEX PLAZA)

Telephone 03700 868800



### 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://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

#### 1 GRANT OF SECURITY

1 1 The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, has charged in favour of the Chargee as continuing security for the payment and discharge of the Secured Obligations, by way of fixed charge, other than those validly and effectively assigned under clause 2 2 of the Supplemental Debenture (as described at paragraph 1 2 below)

1 1 1 the Shares, /

1 1 2 all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Share, and

1 1 3 where any Share is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Share

1 2 The Chargor with full title guarantee assigns to the Chargee as continuing security for the payment and discharge of the Secured Obligations, all of its rights, title, interest and benefit from time to time in and to the Related Rights in respect of any Share

#### 2. NEGATIVE PLEDGE

The Debenture to which the Supplemental Debenture is supplemental, contains the following negative pledge

2 1 The Chargor shall not create or permit to subsist any security over any of the Charged Property, other than as permitted under the Facility Agreement

2 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property, other than as permitted under the Facility Agreement

#### 3. DEFINED TERMS

In this form MG01

"Additional Property" means all the assets of the Chargor which from time to time are the subject of the security charged or expressed to be created in favour of the Chargee by or pursuant to the Supplemental Debenture,

"Charged Property" means all of the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Chargee by or pursuant to the Debenture,

"Debenture" means a debenture dated 19 April 2011 entered into between the Chargor and the Chargee,

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Chargee,

"Facility Agreement" means the facility agreement dated on or about 19 April 2011 and made between, amongst others, A-Gas (Orb) Limited, HSBC Bank plc, Lloyds TSB Bank plc, National

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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

Westminster Bank plc and the Chargee,

**"Finance Documents"** means the Facility Agreement, 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, any Redenomination Notice (in each case as defined in the Facility Agreement) and any other document designated as a "Finance Document" by HSBC Bank plc and A-Gas (Orb) Limited,

**"Finance Party"** means

the Agent, the Arranger, the Chargee, a Lender, a Hedge Counterparty or any Ancillary Lender (in each case as defined in the Facility Agreement),

**"Group"** means

A-Gas (Orb) Limited, A-Gas International Investments Limited and each of their respective Subsidiaries (as defined in the Facility Agreement) for the time being,

**"Obligors"** means

a Borrower or Guarantor in each case as defined in the Facility Agreement,

**"Related Rights"** means

in relation to any asset,

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) any income, moneys and proceeds paid or payable in respect of that asset,

**"Receiver"** means

a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,

**"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,

**"Secured Parties"** means

each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate,

**"Shares"** means

- (a) 4,766,000 ordinary shares of 10p each held by the Chargor in the capital of A-Gas

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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

International Limited, and

(b) all Related Rights (including all rights against any trustee, fiduciary or clearance system),

**"Transaction Security"** means

The Security created or expressed to be created in favour of the Chargee pursuant to the Transaction Security Documents, and

**"Transaction Security Documents"** means

each of the documents listed as being a Transaction Security Document in Schedule 2 (*Conditions Precedent*) of the Facility Letter and any document required to be delivered to the HSBC Bank plc under paragraph 15 of Part 11 of Schedule 2 (*Conditions Precedent*) of the Facility Letter together with any other document entered into by any Obligor 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



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

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

**COMPANY NO. 6004328  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE  
DATED 15 SEPTEMBER 2011 AND CREATED BY A-GAS  
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO THE  
SECURED 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 20 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 SEPTEMBER  
2011

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES