

817342-104

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 register  
particulars of a charge for a Scot  
company. To do this, please use  
form MG01s

THURSDAY



\*AL37TTH8\*

A41

21/04/2011

181

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 d9 m0 m4 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

Debenture dated 19 April 2011 made between (1) A-Gas Investments Limited (the "**Chargor**") and  
(2) HSBC Corporate Trustee Company (UK) Limited (the "**Chargee**") (the "**Charge**")

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**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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## 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

N/A

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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 *Shoosmith*

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 JENNY BROERS

Company name  
SHOOSMITHS

Address THAMES VALLEY

APEX PLAZA

FORBURY ROAD

Post town READING

County/Region BERKSHIRE

Postcode R G 1 1 S H

Country UNITED KINGDOM

DX DX117879 Reading (APEX PLAZA)

Telephone 03700 868705 REF JUB/203935.1



### 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 [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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

#### 1 CHARGES

The Chargor with full title guarantee in accordance with the Law of Property Act (Miscellaneous Provisions) Act 1994 has charged in favour of the Chargee as continuing security for the payment and discharge of the Secured Obligations

- 1 1 by way of legal mortgage, the property (if any) specified in Schedule 1 of the Charge,
- 1 2 by way of fixed charge, any Real Property now or at any time after the date of the Charge belonging to the Chargor (other than property charged under clause 3 1 1 of the Charge (as described at paragraph 1 1 above)),
- 1 3 by way of fixed charge, all Plant and Machinery owned by the Chargor and the Chargor's interest in any Plant and Machinery in the Chargor's possession,
- 1 4 by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under clause 3 3 of the Charge (as described at paragraph 3 below),
- 1 5 by way of fixed charge, other than those validly and effectively assigned under clause 3 3 of the Charge (as described at paragraph 3 below), a) all present and future Investments, b)
- all Investment Derivative Rights, c) where any Investment 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 Investment,
- 1 6 by way of fixed charge, all present and future Intellectual Property Rights,
- 1 7 by way of fixed charge, the goodwill of the Chargor,
- 1 8 by way of fixed charge, the uncalled capital of the Chargor,
- 1 9 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 3 3 of the Charge (as described in paragraph 3 below),
- 1 10 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 3 3 of the Charge (as described in paragraph 3 below),
- 1 11 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them,
- 1 12 by way of fixed charge, all rights, interests and claims in any pension fund now or in the future, and
- 1 13 by way of floating charge, the whole of the Chargor's undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Charge (the "**Floating Charge Property**")

#### 2 QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Charge and the floating charge created under the Charge is a "qualifying floating charge" for these purposes

#### 3 SECURITY ASSIGNMENT

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

- 3 1 1 Material Contracts,
- 3 1 2 Insurance Policies,
- 3 1 3 the Related Rights in respect of any Investments, and
- 3 1 4 Receivables

#### 4 EXCLUSION FROM CHARGE

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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>4 1 Until and unless the relevant consent has been obtained there shall be excluded from the charges created by Clauses 1 1 to 1 12 of the Charge (as described at paragraphs 1 1-1 12 above) the following property ("<b>Excluded Property</b>") a) any leasehold property held by the Chargor where the terms of such lease preclude the Chargor from creating any charge over its interest in such property, or require the consent of any third party prior to the creation of such charge and such consent has not been obtained, and b) any Intellectual Property Right, permit or contract in which the Chargor has an interest and where the Chargor is precluded from creating any security over its interest in such Intellectual Property or contract, or require the consent of any third party prior to the creation of such charge and such consent has not been obtained</p> <p>4 2 The Chargor shall use all commercially reasonable efforts to obtain the consent of any third party to the charge of the Excluded Property, save where the Excluded Property is a rack rent lease with an unexpired term of 15 years or less</p> <p>4 3 Forthwith upon receipt of any third party consent, the relevant Excluded Property shall be charged to the Lender pursuant to the charges created by Clauses 3 1 1 to 3 1 12 (as relevant) of the Charge (as described at paragraph 1 1 – 1 12 above), or, if the Chargee so requires, the Chargor will give additional security over such Excluded Property in the form required by the Chargee, having regard to the form of the Charge</p> <p>4 4 For the avoidance of doubt, all Excluded Property shall at all times be charged by the floating charge created by Clause 3 1 13 of the Charge (as described at paragraph 1 13 above)</p> <p><b>5 CRYSTALLISATION OF FLOATING CHARGE</b></p> <p>5 1 The Chargee may at any time by notice in writing to the Chargor immediately convert the floating charge created by clause 3 1 13 of the Charge (as described at 1 13 above) into a fixed charge as regards any property or assets specified in the notice if</p> <p>5 1 1 an Event of Default has occurred and is continuing, or</p> <p>5 1 2 the Chargee considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or</p> <p>5 1 3 the Chargee acting reasonably considers that it is necessary in order to protect the priority of the security created under the Charge</p> <p>5 2 If, without the prior written consent of the Chargee</p> <p>5 2 1 any steps are taken for any of the Charged Property to become subject to any security in favour of any other person other than where such security is permitted under the terms of the Facility Agreement, or</p> <p>5 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or</p> <p>5 2 3 a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Chargor,</p> <p>the floating charge created under clause 3 1 13 of the Charge (as described at paragraph 1 13 above) by the Chargor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property</p> <p>5 3 The floating charge created under the Charge shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor</p> <p><b>6 NEGATIVE PLEDGE</b></p> <p>6 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</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

6 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

#### DEFINED TERMS

In this form MG01, the following definitions apply

**"Agent"** has the meaning given to it in the Facility Agreement,

**"Ancillary Lender"** has the meaning given to it in the Facility Agreement,

**"Arrangers"** has the meaning given to it in the Facility Agreement,

**"Charged Property"** means all 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 Charge,

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

**"Event of Default"** has the meaning given to it in the Facility Agreement,

**"Facility Agreement"** means the facility agreement dated on or about the date of the Charge and made between, amongst others, A-Gas (Orb Limited), HSBC Bank plc, Lloyds TSB Bank plc, National Westminster Bank plc and the Chargee,

**"Finance Document"** has the meaning given to it in the Facility Agreement,

**"Finance Party"** means the Agent, the Arranger, the Security Agent, a Lender, 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) of Clause 1 2 (*Construction*) of the Facility Agreement, c) paragraph (c) of the definition of "Material Adverse Effect", d) Clause 21 (*Guarantee and Indemnity*) of the Facility Agreement, and e) Clause 31 (*Conduct of business by the Finance Parties*) of the Facility Agreement,

**"Floating Charge Property"** has the meaning given in clause 3 1 13 of the Charge (as described at paragraph 1 13 above),

**"Group"** means A-Gas (Orb) Limited, the Target and each of their respective Subsidiaries for the time being,

**"Hedge Counterparty"** has the meaning given to it in the Facility Agreement,

**"Insurance Policy"** means any policy of insurance and cover note in which the Chargor may from time to time have an interest,

**"Intellectual Property Rights"** means a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (including any specified under the heading "Intellectual Property Rights" in Schedule 1) of the Charge, b) the benefit of all applications and rights to use such assets, and c) all Related Rights,

**"Intercreditor Agreement"** has the meaning given to it in the Facility Agreement,

**"Investments"** means a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including any specified under the heading "Shares" in Schedule 1 of the Charge, being 3,223,048 ordinary shares of 1p each being the entire issued share capital of A-Gas International Holdings Limited),

**"Investment Derivative Rights"** means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment,

**"Lender"** has the meaning given to it in the Facility Agreement,

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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><b>"Material Contracts"</b> means a) the agreements (if any) listed under the heading "Material Contracts" in Schedule 1 of the Charge being i Intercompany Loan Agreement dated on or about the date of the Charge between, amongst others (1) A-Gas (Orb) Limited (as Borrower), and (2) the Chargor (as Lender), ii Loan Agreement dated on or about the date of the Charge between (1) A-Gas (Orb) Limited (as Lender), and (2) the Chargor (as Borrower),b) any other contract entered into by the Chargor that may from time to time be identified in writing by the Chargee as a Material Contract, and c) all Related Rights,</p> <p><b>"Plant and Machinery"</b> means a) all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of the Charge become, the property of the Chargor, and b) all Related Rights,</p> <p><b>"Real Property"</b> means a) any freehold, leasehold or other immovable property (including the property (if any) specified in Schedule 1 of the Charge), and b) any buildings, fixtures or fittings from time to time situated on or forming part of such property (including any trade textures and fittings), and c) all Related Rights,</p> <p><b>"Receivables"</b> means a) all present and future book and other debts and monetary claims owing to a Chargor, and b) all Related Rights,</p> <p><b>"Receiver"</b> means a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of the charge or any applicable law,</p> <p><b>"Related Rights"</b> 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,</p> <p><b>"Secured Parties"</b> means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate,</p> <p><b>"Security Agent"</b> means the Chargor, and</p> <p><b>"Subsidiary"</b> means a subsidiary within the meaning of section 1159 of the Companies Act 2006,</p> <p><b>"Target"</b> has the meaning given to it in the Facility Agreement</p>	





**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. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 APRIL 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 21 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 APRIL 2011



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES