



Registration of a Charge

Company name: **A-GAS INVESTMENTS LIMITED**

Company number: **06004328**

Received for Electronic Filing: **05/12/2016**



X5L70D40

Details of Charge

Date of creation: **02/12/2016**

Charge code: **0600 4328 0006**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

SOLICITOR FOR THE CHARGE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6004328

Charge code: 0600 4328 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2016 and created by A-GAS INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2016 .

Given at Companies House, Cardiff on 6th December 2016

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 2 DECEMBER 2016

(1) A-GAS INVESTMENTS LIMITED

and

(2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

SUPPLEMENTAL DEBENTURE

SHOOSMITHS

Shoosmiths LLP
Apex Plaza
Forbury Road
Reading
Berkshire
RG1 1SH
Tel: 03700 868800
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Ref: RMM/SUL/M-00574976

THIS SUPPLEMENTAL DEBENTURE is made the 2nd day of December 2016

BETWEEN

1. **A-GAS INVESTMENTS LIMITED** a company incorporated in England and Wales (company number 06004328 whose registered office is at Banyard Road, Portbury, Bristol (the "Chargor"); and
2. **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, a company incorporated in England and Wales (company number 06447555) whose registered office is at 8 Canada Square, London, E14 5HQ (the "Chargee") as security trustee for the Secured Parties.

BACKGROUND

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created security over all of its assets for, amongst other things, their present and future obligations and liabilities under the Original Facilities Agreement (as defined below) and the other Finance Documents (as defined in the Original Facilities Agreement).
- (B) The Original Facilities Agreement is being amended to increase the facilities made available thereunder.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below), and is entered into pursuant to clause 7 (*Further Assurance*) of the Original Debenture.
- (D) It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION

1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Amended Facilities Agreement"	the Original Facilities Agreement, as amended and restated by the amendment and restatement agreement entered into on or about the date of this Supplemental Debenture between amongst others (1) the Chargor and (2) the Security Agent.
"Finance Documents"	has the meaning given to such term in the Amended Facilities Agreement.
"Original Debenture"	the debenture between (1) the Chargor and (2) the Security Agent dated 19 April 2011 (as supplemented by a supplemental debenture on 15 September 2011).
"Original Facilities Agreement"	the term and revolving facility agreement dated 13 April 2011 entered into between, amongst others, (1) A-Gas (Orb) Limited; (2) HSBC Bank plc as Agent; (3) HSBC Corporate Trustee Company (UK) Limited as Security

Agent and (3) HSBC Bank plc, Lloyds Bank plc (formerly Lloyds TSB Bank plc) and National Westminster Bank plc as Original Lenders, as most recently amended on 11 January 2016.

"Secured Obligations"

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 Amended Facilities Agreement and each of the other Finance Documents.

1.2 Interpretation

- 1.2.1 Capitalised terms defined in the Amended Facilities Agreement have, unless expressly defined in this Supplemental Debenture, the same meaning in this Supplemental Debenture.
- 1.2.2 The provisions of clause 1.2 (*Construction*) of the Amended Facilities Agreement apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture, except that references to the Amended Facilities Agreement will be construed as references to this Supplemental Debenture.
- 1.2.3 The provisions of clause 1.2 (*Construction*) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture.

2 GRANT OF SECURITY

2.1 Charges

Supplemental to clause 3 (*Grant of Security*) of the Original Debenture, the Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Chargee as continuing security for the payment and discharge of the Secured Obligations:

- 2.1.1 by way of fixed charge, any Real Property now or at any time after the date of this Supplemental Debenture belonging to the Chargor;
- 2.1.2 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession;
- 2.1.3 by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under clause 2.3;
- 2.1.4 by way of fixed charge, other than those validly and effectively assigned under clause 2.3:
 - 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;

- 2.1.5 by way of fixed charge, all present and future Intellectual Property Rights;
- 2.1.6 by way of fixed charge, the goodwill of the Chargor;
- 2.1.7 by way of fixed charge, the uncalled capital of the Chargor;
- 2.1.8 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 2.3;
- 2.1.9 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 2.3;
- 2.1.10 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;
- 2.1.11 by way of fixed charge, all rights, interests and claims in any pension fund now or in the future; and
- 2.1.12 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 this Supplemental Debenture (the "Floating Charge Property").

2.2 Qualifying Floating Charge

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

2.3 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:

- 2.3.1 Material Contracts (other than to the extent already assigned by the Chargor to the Chargee prior to the date of this Deed);
- 2.3.2 Insurance Policies;
- 2.3.3 the Related Rights in respect of any Investments; and
- 2.3.4 Receivables.

3 NOTICES OF ASSIGNMENT

The Chargor shall, within ten Business Days of the date of this Supplemental Debenture, serve notices in respect of its Insurance Policies and its bank accounts in the form in Schedule 3 (Form of Notice of Assignment to Insurers) and Schedule 4 (Form of Notice of Assignment to Account Bank) (as applicable) of the Original Debenture.

4 INCORPORATION

The provisions of clause 2 (*Covenant to Pay*) and clauses 4 (*Crystallisation of Floating Charge*) to 23 (*Counterparts*) (inclusive) of the Original Debenture apply to this Supplemental Debenture

as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "**this Supplemental Debenture**".

5 CONTINUATION

- 5.1 The Original Debenture will remain in full force and effect.
- 5.2 The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 5.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture.
- 5.4 This Supplemental Debenture is a Transaction Security Document and a Finance Document.

6 GOVERNING LAW

This Supplemental Debenture and any non-contractual obligation arising in connection with it shall be governed by and construed in accordance with English law.

7 JURISDICTION

7.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Supplemental Debenture or the non-contractual obligations arising in connection with it (including a Dispute regarding the existence, validity or termination of this Supplemental Debenture or the consequences of its nullity).

7.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

7.3 Exclusive Jurisdiction

This clause 7 is for the benefit of the Chargee only. As a result and notwithstanding clause 7.1 (*English Courts*), it does not prevent the Chargee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Chargee may take concurrent proceedings in any number of jurisdictions.

THIS Supplemental Debenture has been signed on behalf of the Chargee and EXECUTED AS A DEED by the Chargor and is delivered by them on the date first specified above.

SIGNED as a DEED by)

A-GAS INVESTMENTS LIMITED)

in the presence of:)

Director

Signature of witness

Name

(in BLOCK CAPITALS)

Address

JOSEPH ROBERTS

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

Occupation

TRAINEE SOLICITOR

HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED)

by:)

Authorised Signatory