

MG01

Particulars of a mortgage or charge

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Oyez

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 company. To do this, please use form MG01s

WEDNESDAY



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A15

04/05/2011

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COMPANIES HOUSE

Company details

Company number

0 6 0 3 6 7 3 2

Company name in full

A-Gas International Investments Limited (the "Company")

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

Date of creation of charge

Date of creation

1 9 0 4 2 0 1 1

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

Deed of accession (the "Accession Deed") to a debenture and guarantee dated 13 April 2011 (the "Debenture and Guarantee")

Amount secured

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

Amount secured

1 Pursuant to clause 2.1 of the Debenture and Guarantee to which the Company has acceded pursuant to clause 3 of the Accession Deed, in consideration of the Loan Noteholders subscribing for Loan Notes:

1.1 the Company irrevocably and unconditionally covenanted with the Security Trustee to pay to the Security Trustee (as agent and trustee for the Loan Noteholders) or discharge on demand all the Secured Obligations when the Secured Obligations become due; and

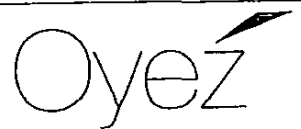
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Continuation page

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

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Amount secured	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>1.2 as a separate and independent stipulation and without prejudice to any other provision of the Debenture and Guarantee, the Company irrevocably and unconditionally covenanted with and guaranteed to the Security Trustee that it shall indemnify and keep indemnified the Loan Noteholders on demand by the Security Trustee (and on a full indemnity basis) from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Loan Noteholders or any of them as a result of any failure or delay by the Company to pay to the Security Trustee or discharge on demand all the Secured Obligations when the Secured Obligations become due or as a result of any of the Secured Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever</p> <p>2. Pursuant to clause 20 1 of the Debenture and Guarantee, the Company covenanted that it shall, within three Business Days of demand, pay to the Security Trustee (and any Receiver or Delegate) the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under the Debenture and Guarantee and any proceedings instituted by or against the Security Trustee (or any Receiver or Delegate) as a consequence of taking or holding the Debenture and Guarantee or enforcing these rights</p> <p>3. Pursuant to clause 20 2 of the Debenture and Guarantee, the Company shall, notwithstanding any release or discharge of all or any part of the security created under the Debenture and Guarantee, indemnify the Security Trustee, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain</p> <p>3 1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by the Debenture and Guarantee (or by law), and/or</p> <p>3 2 in connection with or otherwise relating to the holding of security under the Debenture and Guarantee over the Charged Property</p>	

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Particulars of a mortgage or charge

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 Lloyds TSB Development Capital Limited, as agent and trustee

Address for itself and for each of the Loan Noteholders (the "Security Trustee"), One Vine Street, London

Postcode W 1 J 0 A H

Name

Address

Postcode

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

1 Pursuant to clause 3.1 of the Debenture and Guarantee, the Company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charged in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations:

- 1.1 by way of fixed charge, any Real Property now or at any time after the date of the Debenture and Guarantee belonging to it;
- 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,
- 1.3 by way of fixed charge, all present and future Receivables,
- 1.4 by way of fixed charge, other than those validly and effectively assigned under clause 3.3 of the Debenture and Guarantee (as described in paragraph 3 below),
 - (a) all present and future Investments;
 - (b) all Investment Derivative Rights, and
 - (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,
- 1.5 by way of fixed charge, all present and future Intellectual Property Rights;
- 1.6 by way of fixed charge, its goodwill;
- 1.7 by way of fixed charge, its uncalled capital;

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>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 3.3 of the Debenture and Guarantee (as described in paragraph 3 below);</p> <p>1.9 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;</p> <p>1.10 by way of fixed charge, all rights, interests and claims in any pension fund now or in the future; and</p> <p>1.11 by way of floating charge, the whole of its 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 Debenture and Guarantee (the "Floating Charge Property")</p> <p>2 Pursuant to clause 3.2 of the Debenture and Guarantee, paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture and Guarantee and the floating charge created under the Debenture and Guarantee is a "qualifying floating charge" for these purposes</p> <p>3 Pursuant to clause 3.3 of the Debenture and Guarantee, the Company with full title guarantee assigned to the Security Trustee 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:</p> <p>3.1 the Insurance Policies; and</p> <p>3.2 the Related Rights in respect of any Investments</p> <p>4. Pursuant to clause 3.4.1 of the Debenture and Guarantee, until and unless the relevant consent has been obtained there shall be excluded from the charges described in paragraphs 1.1 to 1.10 above the following property ("Excluded Property"):</p> <p>4.1 any leasehold property held by the Company where the terms of such lease preclude the Company 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</p> <p>4.2 any Intellectual Property Right, permit or contract in which the Company has an interest and where the Company 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>

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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>5 Pursuant to clause 3.4.2 of the Debenture and Guarantee, the Company covenanted that it 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>6. Pursuant to clause 3.4.3 of the Debenture and Guarantee, forthwith upon receipt of any third party consent, the relevant Excluded Property shall be charged to the Security Trustee pursuant to the charges described at paragraphs 1.1 to 1.10 above (as relevant), or, if the Security Trustee so requires, the Company shall give additional security over such Excluded Property in the form required by the Security Trustee, having regard to the form of the Debenture and Guarantee.</p> <p>7 Pursuant to clause 3.4 4 of the Debenture and Guarantee, for the avoidance of doubt, all Excluded Property shall at all times be charged by the floating charge described at paragraph 1 11 above</p> <p>Notes:</p> <p>Negative pledge</p> <p>8 Pursuant to clause 5 1 of the Debenture and Guarantee, the Company shall not create or permit to subsist any security over any of the Charged Property, other than as permitted under the Facility Agreement and the Intercreditor Deed whilst such documents are in full force and effect</p> <p>9. Pursuant to clause 5 2 of the Debenture and Guarantee, the Company 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</p> <p>Further assurance</p> <p>10 Pursuant to clause 7 of the Debenture and Guarantee, the Company shall, at its own expense, promptly take whatever action the Security Trustee:</p> <p>10.1 may reasonably require for creating or perfecting the security intended to be created by the Debenture and Guarantee,</p> <p>10 2 may require for protecting the security intended to be created by the Debenture and Guarantee; and</p> <p>10 3 may reasonably require at any time when the security created by the Debenture and Guarantee is enforceable, for facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver in respect of any of the Charged Property,</p> <p>including the execution of any security or other document (in such form as the Security Trustee may reasonably require), the giving of any notice and the making of any registration which the Security Trustee may think expedient (acting reasonably)</p>	

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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	<p>Power of attorney</p> <p>11. Pursuant to clause 16 of the Debenture and Guarantee, the Company irrevocably appointed the Security Trustee, each person to whom the Security Trustee shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for:</p> <p>11 1 carrying out any obligation imposed on it by the Debenture and Guarantee (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property) which it has not carried out when required to do so under the Debenture and Guarantee, and</p> <p>11 2 enabling the Security Trustee and any Receiver to exercise any of the powers conferred on them by or pursuant to the Debenture and Guarantee or by law.</p> <p>Definitions:</p> <p>"A Loan Notes" means the £33,200,000 nominal secured A loan notes 2018 of the Original Chargor constituted by the A Loan Note Instrument</p> <p>"A Loan Note Instrument" means the instrument entered into by the Original Chargor on 13 April 2011 creating the A Loan Notes</p> <p>"B Loan Notes" means the £12,839,218 nominal secured B loan notes 2018 of the Original Chargor constituted by the B Loan Note Instrument.</p> <p>"B Loan Note Instrument" means the instrument entered into by the Original Chargor on 13 April 2011 creating the B Loan Notes</p> <p>"Charged Property" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and Guarantee,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Facility Agreement" means the facility agreement dated 13 April 2011 and made between, amongst others the Original Chargor, HSBC Bank plc, Lloyds TSB Bank plc and National Westminster Bank plc;</p> <p>"Group" means the Original Chargor and each of its subsidiaries (within the meaning of section 1159 of the Companies Act 2006) from time to time,</p> <p>"Insurance Policies" mean any policies of insurance and cover notes in which the Company may from time to time have an interest,</p> <p style="text-align: right;">/cont'd</p>	

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Particulars of a mortgage or charge



<div data-bbox="65 315 113 360">5</div> <div data-bbox="300 309 1023 347">Short particulars of all the property mortgaged or charged</div>	<div data-bbox="316 360 991 398">Please give the short particulars of the property mortgaged or charged</div>
Short particulars	<p>"Intellectual Property Rights" mean</p> <ul style="list-style-type: none"> (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, (b) the benefit of all applications and rights to use such assets, and (c) all Related Rights; <p>"Intercreditor Deed" means the intercreditor deed dated 13 April 2011 and made between, amongst others, the Original Chargor, HSBC Bank plc, Lloyds TSB Bank plc, National Westminster Bank plc and the Security Trustee;</p> <p>"Investment Derivative Rights" mean all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment,</p> <p>"Investments" mean:</p> <ul style="list-style-type: none"> (a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf, and (b) all Related Rights (including all rights against any trustee, fiduciary or clearance system); <p>"Loan Note Documents" mean the Shareholders Agreement, the Loan Note Instruments, the Loan Notes and all security documents creating security in respect of the Loan Notes;</p> <p>"Loan Note Instruments" means the A Loan Note Instrument and/or the B Loan Note Instrument.</p> <p>"Loan Noteholders" mean the Security Trustee and the registered holders of the Loan Notes from time to time,</p> <p>"Loan Notes" mean the A Loan Notes and the B Loan Notes;</p> <p>"Original Chargor" means A-Gas (Orb) Limited (company number 07488989)</p> <p>"Plant and Machinery" means</p> <ul style="list-style-type: none"> (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 Debenture and Guarantee become, the property of the Company, and (b) all Related Rights, <p style="text-align: right;">/cont'd</p>

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Real Property" means</p> <ul style="list-style-type: none"> (a) any freehold, leasehold or other immovable property, (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>"Receivables" mean:</p> <ul style="list-style-type: none"> (a) all present and future book and other debts and monetary claims owing to the Company, and (b) all Related Rights, <p>"Receiver" means a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of the Debenture and Guarantee or any applicable law,</p> <p>"Related Rights" mean in relation to any asset,</p> <ul style="list-style-type: none"> (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>"Secured Obligations" mean 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 Loan Noteholders under or in connection with the Loan Note Documents,</p> <p>"Security Agent" means HSBC Corporate Trustee Company (UK) Limited in its capacity as security agent for the lenders and secured parties under the Facility Agreement, and</p> <p>"Shareholders Agreement" means the subscription and shareholders agreement dated 13 April 2011 and made between the Original Chargor, the Security Trustee, OBS 2011 LP, the Executives (as defined therein) and the Other Existing Shareholders (as defined therein) (as varied, supplemented, amended, superseded or replaced from time to time)</p>	

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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 <ul style="list-style-type: none">- 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	NIL	
	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 866) 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 870) 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)	
Signature	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px; text-align: center;">Signature X <i>Osborne Clarke</i> X This form must be signed by a person with an interest in the registration of the charge</div>	

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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

Dan Barnhouse

Company name

Osborne Clarke (ref DTB)

Address

Temple Quay

2 Temple Back East

Bristol

Post town

County/Region

Postcode

B S I 6 E G

Country

DX

DX 7818 Bristol

Telephone

+44 (0) 117 917 3656

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6036732
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 19
APRIL 2011 AND CREATED BY A-GAS INTERNATIONAL
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB
DEVELOPMENT CAPITAL LIMITED, AS AGENT AND TRUSTEE
FOR ITSELF AND FOR EACH OF THE LOAN NOTEHOLDERS
(THE SECURITY TRUSTEE) 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 4 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES