

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  
company. To do this, please  
use form MG01s

THURSDAY



A04

\*A20RGS97\*

24/01/2013

#338

COMPANIES HOUSE

1

**Company details**

Company number 0 6 5 9 5 3 1 5

Company name in full INFINIS ENERGY HOLDINGS LIMITED (the "Company")

2

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 d4 m0 m1 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

CHARGE OVER CASH DEPOSIT dated 14 January 2013 between the Company and the Security  
Agent (the "Charge over Cash Deposit")

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**Amount secured**

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

Amount secured

All money or liabilities due, owing or incurred to any Secured Party  
by the Company under any Finance Document as at 14 January  
2013 or in the future, in any manner whether actual or contingent,  
whether incurred solely or jointly with any other person and  
whether as principal or surety provided that the Security  
constituted by the Charge over Cash Deposit shall not extend to or  
include any liability or sum which would, but for this proviso cause  
such Security to be unlawful or prohibited by any applicable law  
(the "Secured Obligations")

Continued on continuation page

**Continuation page**

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

**MG01**

## 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	CREDIT SUISSE AG, LONDON BRANCH
Address	One Cabot Square, London as security trustee for itself and the other Secured Parties (the "Security Agent")
Postcode	E 1 4 4 Q J
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	<p><b>1 CHARGING CLAUSE</b></p> <p><b>1 1 Fixed Charge</b></p> <p>The Company, as security for the payment of the Secured Obligations, has charged by way of first fixed charge in favour of the Security Agent (as trustee for the Secured Parties) with full title guarantee all of its right, title and interest in and to the Deposit as at 14 January 2013 and in future,</p> <p><b>1 2 Floating Charge</b></p> <p>The Company, as security for the payment of the Secured Obligations, has charged by way of first floating charge in favour of the Security Agent (as trustee for the Secured Parties) with full title guarantee all of its right, title and interest in and to the Deposit as at 14 January 2013 and in future not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charge) of the Charge over Cash Deposit, as set out in clause 1 1 above,</p> <p><b>1 3 Crystallisation of Floating Charge</b></p> <p>The Security Agent may at any time by notice in writing to the Company convert the floating charge created by clause 3 2 (Floating Charge) of the Charge over Cash Deposit, as set out in clause 1 2 above, with immediate effect into a fixed charge as regards the assets specified in the notice if</p> <p>(a) an Acceleration Event has occurred and is continuing,</p> <p>(b) any legal process or execution is being enforced against the Deposit or that the Deposit is in jeopardy or in danger of being seized, or</p> <p>Continued on continuation page</p>
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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 *Adrian LCP*

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 ZSMALL/NTHREA/599C 00649/27181903

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### 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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### Amount secured

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

Amount secured

NOTE

In this Form MG01

"Acceleration Event" means following the occurrence of an Event of Default which is then continuing, the Agent

(a) giving a notice of acceleration pursuant to, and in accordance with, paragraph (b) of clause 23 15 (Acceleration) of the Facility Agreement, or

(b) having previously placed the Facility on demand pursuant to, and in accordance with, paragraph (c) of clause 23 15 (Acceleration) of the Facility Agreement, making a demand for payment as referred to therein,

"Account" means the account of the Company with the Account Bank, more particular details of which are set out in the Charge over Cash Deposit, as the same may be replaced or renumbered from time to time,

"Account Bank" means Lloyds TSB Bank plc, acting through its office at City Office, PO Box 72, Bailey Drive, Gillingham Business Park, Gillingham, Kent ME8 OLS,

"Additional Facility" has the meaning given to it in clause 2 3 (Additional Facilities) of the Facility Agreement,

"Agent" means Credit Suisse AG, London Branch;

"Borrower" means the Company,

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

"Deposit" means all monies in any currency together with all interest and other sums accruing thereon from time to time standing to the credit of the Account and all of rights of the Company in relation thereto,

"Event of Default" means any event or circumstance specified as such in clause 23 (Events of Default) of the Facility Agreement,

"Facility" means the Revolving Facility and/or any Additional Facility (as the context requires),

"Facility Agreement" means the revolving credit facility agreement dated 14 January 2013 between (1) Infinis Energy Holdings Limited (as the Borrower), (2) Credit Suisse AG, London Branch and Deutsche Bank AG, London Branch (as Arrangers), (3) the Original Lenders (as such term is defined therein), (4) Credit Suisse AG, London Branch (as Agent) (5) Credit Suisse AG, London Branch (as Security Agent) and (6) Credit Suisse AG, London Branch (as Issuing Bank) under which the Original Lenders have made available a loan facility to the Borrower,

"Finance Document" means the Facility Agreement, any Fee Letter, any Transaction Security Document, any Compliance Certificate, any Utilisation Request, any Additional Facility Confirmation (as all such terms are defined in the Facility Agreement) and any other document designated as such by the Agent and the Company,

"Finance Party" means the Agent, the Security Agent, an Arranger, a Lender or an Issuing Bank (as all such terms are defined in the Facility Agreement),

"Receiver" means a receiver appointed under the Charge over Cash Deposit,

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

"Revolving Facility" means the revolving credit facility made available under the Facility Agreement as described in clause 2.1 (The Facility) thereof,

"Secured Parties" means the Finance Parties and any Receiver or Delegate,

"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

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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

(c) it is necessary in order to protect the priority of the security, and

the Company shall promptly following request by the Security Agent execute a fixed charge over the Deposit in the form which the Security Agent requires

1 4 Automatic conversion to Fixed Charge

Notwithstanding clause 3 3 (Crystallisation of Floating Charge) of the Charge over Cash Deposit, as set out in clause 1 3 above, and without prejudice to any law which may have a similar effect, the floating charge created by clause 3 2 (Floating Charge) of the Charge over Cash Deposit, as set out in clause 1 2 above, will automatically be converted (without notice) with immediate effect into a fixed charge as regards the Deposit if

(a) the Company creates or attempts to create any Security over the Deposit (other than as permitted under the Facility Agreement),

(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Deposit, or

(c) a resolution is passed or an order is made for the winding up, dissolution, administration or reorganisation of the Company or an administrator is appointed to the Company



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

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

**COMPANY NO. 6595315  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT  
DATED 14 JANUARY 2013 AND CREATED BY INFINIS ENERGY  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY  
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 24 JANUARY  
2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JANUARY  
2013**

*DX*



**Companies House**



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