

# 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 Scottish  
company. To do this, please use  
form MG01s.

WEDNESDAY



"LVYTSFU8"

LD4

16/12/2009

354

COMPANIES HOUSE

For official use

### 1 Company details

Company number 0 6 5 9 5 3 1 5

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

→ **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 d6 m1 m2 y2 y0 y0 y9

### 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 Share Charge in favour of Deutsche Trustee Company Limited acting as  
security trustee (the "Security Trustee")

### 4 Amount secured

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

Amount secured All present and future moneys, debts and  
liabilities due, owing or incurred by the Issuer to  
any Secured Party under or in connection with any  
Secured Document (in each case, whether alone or  
jointly, or jointly and severally, with any other  
person, whether actually or contingently and  
whether as principal, surety or otherwise), and all  
costs, charges and expenses incurred by the  
Security Trustee in connection with the protection,  
preservation, realisation or enforcement of its  
rights under the Share Charge.

**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	Deutsche Trustee Company Limited
Address	Winchester House, 1 Great Winchester Street, London
Postcode	E C 2 N 2 D B
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

The Chargor, with full title guarantee and as security for payment of all Liabilities, has charged in favour of the Security Trustee (as security Trustee and trustee for each of the Secured Parties) by way of first equitable charge all its present and future Shares and Dividends.

**Negative Pledge**

The Chargor shall not:

- (a) create nor permit to subsist any Security over any Charged Asset, nor do anything else prohibited by section 4.07 (*Limitations on Liens*) of the Indenture, except as permitted by that section; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Assets or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so.

**Further Assurance**

The Chargor shall at its own expense promptly do whatever the Security Trustee requires:

- (a) to perfect, preserve or protect the Charge or the priority of the Charge; or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Delegate, including:
  - (i) while an Enforcement Event is continuing, executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise);
  - (ii) making any registration; and
  - (iii) giving any notice, order or direction.

Please see the attached Appendix for a list of defined terms.

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## Particulars of a mortgage or charge

### 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 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).

### 9 Signature

Please sign the form here.

Signature

Signature

X *James Thake & Partners  
LLP* 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 **Stephen Short**

Company name  
**Simpson Thacher & Bartlett  
LLP**

Address **Citypoint, One Ropemaker Street**

Post town **London**

County/Region

Postcode **E C 2 Y 9 H U**

Country **United Kingdom**

DX

Telephone **020 7275 6500**



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)**

***Appendices to Form MG01 relating to the Share Charge entered into by Infinis Energy Holdings Limited (company number 06595315) dated 16 December, 2009***

**APPENDIX  
DEFINITIONS**

**“Additional Notes”** means an unlimited principal amount of additional securities having identical terms and conditions as any series of the Original Notes.

**“Charge”** means all or any of the Security created or expressed to be created by or pursuant to the Share Charge.

**“Charged Assets”** means the assets from time to time subject, or expressed to be subject, to the Charge or any part of those assets.

**“Delegate”** means a delegate or sub-delegate appointed under Clause 8.2 (*Delegation*) of the Share Charge.

**“Dividends”** means, in relation to any Share, all present and future:

- (i) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (ii) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (iii) allotments, offers and rights accruing or offered in respect of that Share; and
- (iv) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share.

**“Enforcement Event”** means an Event of Default which has resulted in the Notes Trustee issuing a written notice to the Issuer under Section 6.02 (*Acceleration*) of the Indenture declaring all amounts in respect of the Notes to be due and payable and pursuant to which, under the terms of the Indenture, the Notes Trustee has become entitled to instruct the Security Trustee to enforce the Share Charge.

**“Event of Default”** means the list of possible events detailed in clause 6.01(a) of the Indenture.

**“Indenture”** means the indenture dated as of 16 December, 2009 made between the Issuer, the Notes Trustee, the Security Trustee, Deutsche Bank AG, London Branch as principal paying agent and transfer agent and Deutsche Bank Luxembourg S.A., as Luxembourg paying agent, registrar, Luxembourg transfer agent and listing agent.

**“Initially Charged Shares”** means 5,000,000 ordinary shares of £0.01 each of the Issuer, of which the Chargor is the beneficial or registered owner on the date of the Share Charge.

**“Issuer”** means Infinis PLC, a company incorporated under the laws of England and Wales with registered company number 05719060.

**“Liabilities”** means:

- a) all present and future moneys, debts and liabilities due, owing or incurred by the Issuer to any Secured Party under or in connection with any Secured Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise); and
- b) all costs, charges and expenses incurred by the Security Trustee in connection with the protection, preservation, realisation or enforcement of its rights under the Share Charge.

**“Noteholders”** means the holders of the Notes from time to time.

**“Notes”** means the Issuer’s 9.125% senior notes due 2014 in the aggregate principal amount of £275,000,000 and any Additional Notes.

**“Notes Trustee”** means Deutsche Trustee Company Limited as trustee of the Noteholders under the terms of the Indenture and any replacement trustee or other person acting as trustee for the Noteholders under the Indenture from time to time.

**“Original Notes”** means the Issuer’s sterling-denominated 9.125% senior notes due 2014.

**“Secured Documents”** means the Indenture, the Notes, the Share Charge and any other deed, agreement or instrument entered into or executed pursuant thereto or in connection therewith.

**“Secured Parties”** means the Noteholders, the Notes Trustee (for itself and on behalf of the Noteholders) and the Security Trustee.

**“Security”** means any mortgage, charge, pledge, lien, hypothecation, security trust, assignment by way of security, reservation of title or any other security interest created, arising, evidenced or conferred by or pursuant to any of the Secured Documents.

**“Shares”** of the Chargor means:

- a) all present and future shares in the Issuer held by the Chargor, including the Initially Charged Shares;
- b) all rights relating to any of those shares referred to in (a) above which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person); and
- c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares referred to in (a) above,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.



## **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. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 16  
DECEMBER 2009 AND CREATED BY INFINIS ENERGY  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE ISSUER 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 16 DECEMBER  
2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 DECEMBER  
2009**



*Companies House*  
— for the record —



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