

MG01s

Particulars of a charge created by a company  
registered in Scotland

78/043407

IRIS Laserform

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 charge created by a  
Scottish company.

✗ **What this form is NOT for**  
You cannot use this form to  
particulars of a mortgage or  
created by a company in Eng  
and Wales or Northern Irelan  
this, please use form MG01.

TUESDAY



\*S231S89D\*

SCT

26/02/2013

#179

COMPANIES HOUSE

**1** Company details

Company number S C 1 6 6 7 5 3

Company name in full Norson Group Limited (the "Chargor")

For official use

4

→ **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 d0 d8 m0 m2 y2 y0 y1 y3

**3** Description

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Description Deed of Confirmation in respect of a Bond and Floating Charge created 9  
July 2010 and registered at Companies House on 17 July 2010 (the  
"Floating Charge")

**4** Amount secured

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

Amount secured The "Secured Obligations"

\*Please see continuation sheet for definition of  
Secured Obligations

**Continuation page**

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

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## Mortgagee(s) or person(s) entitled to the charge

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 Bank of Scotland plc (for itself as security agent and for and on behalf of the Secured Parties) (in such capacity, the "Security Agent")

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6

## Short particulars of all the property charged

Please give the short particulars of the property charged.

### Continuation page

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

Short particulars

The whole of the property, assets and undertaking (including uncalled capital) from time to time of the Chargor (the "Charged Assets").

7

**Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①****Priority**

The floating charge created by Clause 3.2 of the Floating Charge shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any Fixed Security (other than any Fixed Security granted by the Chargor in favour of the Security Agent) and any Permitted Security which is Fixed Security which shall rank in priority to the floating charge created by Clause 3.2 of the Floating Charge and to any other floating charge.

The Chargor shall not, without the prior written consent of the Security Agent, create or permit to exist any Fixed Security or floating charge over all or any part of the Charged Assets which ranks in priority to or equally with the floating charge created by Clause 3.2 of the Floating Charge except for any Fixed Security granted by the Chargor in favour of the Security Agent or any Permitted Security which is Fixed Security.

- ① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

**Continuation page**

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

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**8** 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

**9** Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

**10** Signature <sup>2</sup>

Please sign the form here.

Signature

Signature

X 

FOR AND ON BEHALF OF  
MACLAY MURRAY & SPENS LLP

X

**2** Signature

This form must be signed by a person with an interest in the registration of the charge.

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## 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 Glenn Johnston

Company name Maclay Murray & Spens LLP

Address 66 Queens Road

Post town Aberdeen

County/Region

Postcode A B 1 5 4 Y E

Country United Kingdom

DX AB17

Telephone 01224 356 130



## 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 a certified copy of the deed (if any) 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 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 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 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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### Amount secured

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

Amount secured

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) to the Facilities Agreement.

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with Clause 31 (Changes to the Obligors) of the Facilities Agreement.

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 31 (Changes to the Obligors) of the Facilities Agreement.

**"Affiliate"** means in relation to any person, a Subsidiary of that person or a Holding Company of that person or other Subsidiary of that Holding Company.

**"Agent"** means Bank of Scotland plc as agent of the other Finance Parties.

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility.

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (Ancillary Facilities) of the Facilities Agreement.

**"Ancillary Lender"** means a Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (Ancillary Facilities) of the Facilities Agreement.

**"Arranger"** means Bank of Scotland plc as mandated lead arranger.

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (Changes to the Obligors) of the Facilities Agreement.

**"Charged Property"** means all of the assets of the Obligors which from time to time, are or are expressed to be, the subject of the Transaction Security.

**"Company"** means Norson Group Limited, a company incorporated in Scotland with registered number SC166753 and having its registered office at Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, AB10 1DQ.

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) to the Facilities Agreement.

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

**"Facilities Agreement"** means the senior multicurrency term and revolving credit facilities agreement dated 9 July 2010 and as amended and restated from time to time between the Parent, the Original Borrower, the Original Guarantors and Bank of Scotland plc as Agent, Arranger, Security Agent, Issuing Bank, Original Lender and Original Hedge Counterparty in respect of certain senior multicurrency term and revolving facilities.

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	Please give us details of the amount secured by the charge.
Amount secured	<p><b>"Fee Letter"</b> means:</p> <p>(a) any letter or letters dated on or about the date of the Facilities Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (Fees) of the Facilities Agreement; and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in Clause 17.3 (Fees payable in respect of Letters of Credit) or Clause 17.4 (Interest, commission and fees on Ancillary Facilities) of the Facilities Agreement or under any other Finance Document.</p> <p><b>"Finance Document"</b> means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Working Capital Facility Letter and any other document designated as a "Finance Document" by the Agent and Parent.</p> <p><b>"Finance Party"</b> means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty, the Working Capital Bank or any Ancillary Lender.</p> <p><b>"Fixed Security"</b> shall have the meaning given to it in Section 486 of the Companies Act 1985.</p> <p><b>"Guarantor"</b> means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (Changes to the Obligors) of the Facilities Agreement.</p> <p><b>"Hedge Counterparty"</b> means:</p> <p>(a) an Original Hedge Counterparty; and</p> <p>(b) any person which has become a Party to the Facilities Agreement as a Hedge Counterparty.</p> <p><b>"Hedging Agreement"</b> means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facility which, at the time that the master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged.</p> <p><b>"Hedging Letter"</b> means the letter dated on or before the date of the Facilities Agreement and made between the Agent and the Company describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or the exchange rate risks of the Borrowers of, and in relation to, the Term Facility.</p> <p><b>"Holding Company"</b> means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.</p> <p><b>"Issuing Bank"</b> means each Lender identified above as an issuing bank and any other Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facilities Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit.</p>

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### Amount secured

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

Amount secured

**"Lender"** means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 29 (Changes to the Lenders) of the Facilities Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement

**"Letter of Credit"** means:

(a) a letter of credit, substantially in the form set out in Schedule II (Form of Letter of Credit) to the Facilities Agreement or in any other form requested by the Parent and agreed by the Agent and with the prior consent of the majority lenders and the Issuing Bank; or

(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed with the prior consent of the majority lenders and the Issuing Bank.

**"Obligor"** means a Borrower or a Guarantor.

**"Original Borrower"** means the Company.

**"Original Guarantors"** means the Parent, the Company, EnerMech UAE Limited, Norson Holdings Limited, Norson Group Limited, Norson Power Limited, EnerMech FZE, EnerMech Pte. Ltd. and EnerMech Pty Limited.

**"Original Hedge Counterparty"** means Bank of Scotland plc.

**"Original Lender"** means Bank of Scotland plc.

**"Parent"** means EnerMech Group Limited, a company incorporated in Jersey with registration number 100596 and having its registered office at Templar House, Don Road, St. Helier, Jersey JE1 2TR.

**"Party"** means a party to the Facilities Agreement.

**"Permitted Security"** means any Security that the Chargor is permitted to create over its assets in accordance with the Facilities Agreement.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (Form of the Resignation Letter) to the Facilities Agreement.

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of the Obligors to the Finance Parties (or any of them) under each of the Finance Documents (and whether originally owing to that Finance Party or purchased or acquired by that Finance Party), except for any obligation or liability which, if it were so included, would result in this Floating Charge contravening any law.

**"Secured Parties"** means each Finance Party from time to time party to the Facilities Agreement, 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.

**"Security Agent"** means Bank of Scotland plc as security agent for the Secured Parties.



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**"Selection Notice"** means a notice substantially in the form set out in Part II of Schedule 3 (Requests and Notices) to the Facilities Agreement given in accordance with Clause 15 (Interest Period) of the Facilities Agreement in relation to the Term Facility.

**"Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006 or a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

**"Term Facility"** means the term loan facility made available under the Facilities Agreement as described in Clause 2.1.(a) (The Facilities) of the Facilities Agreement.

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

**"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in paragraph 3.4 of Part I of Schedule 2 (Conditions Precedent) to the Facilities Agreement and any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 (Conditions Precedent) to the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**"Utilisation Request"** means a notice substantially in relevant form set out in Part IA of Schedule 3 (Requests and Notices) to the Facilities Agreement.

**"Working Capital Bank"** means Bank of Scotland plc in its capacity as provider of the Working Capital Facility.

**"Working Capital Facility Letter"** means the facility letter from the Working Capital Bank to the Parent and certain of its subsidiaries dated 9 July 2010 in respect of certain payment systems as amended, restated or replaced from time to time.

**"Working Capital Facility"** means the facility available under the Working Capital Facility Letter.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

**COMPANY NO. 166753  
CHARGE NO. 4**

**I HEREBY CERTIFY THAT A CHARGE CREATED BY NORSON  
GROUP LIMITED**

**ON 8 FEBRUARY 2013**

**FOR SECURING ALL SUMS DUE OR TO BECOME DUE**

**IN FAVOUR OF BANK OF SCOTLAND PLC**

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 26 FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 26 FEBRUARY  
2013**



**Companies House**



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