

# MR01

## Particulars of a charge



**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page.

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR0

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record.

THURSDAY



SCT \*S2KMT7G3\* 07/11/2013 #375  
COMPANIES HOUSE

### 1 Company details

Company number S C 0 2 5 0 2 0

Company name in full GAS MEASUREMENT INSTRUMENTS LIMITED

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 Charge creation date

Charge creation date d3 d0 m1 m0 y2 y0 y1 y3

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name HSBC Corporate Trustee Company (UK) Limited (the Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

# MR01

## Particulars of a charge

4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

#### Continuation page

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

Description

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

### Particulars of a charge

## Trustee statement ①

1

**1** This statement may be filed after the registration of the charge (use form MR06).

**Signature**

Signature

\* Pinned Mesons LL

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name SARAH MUNCER

Company name Pinsent Masons LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



### 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 instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### 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 filed on paper.**

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)**



**FILE COPY**

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

Company number: 25020

Charge code: SC02 5020 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th October 2013 and created by GAS MEASUREMENT INSTRUMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2013.

Given at Companies House, Edinburgh on 11th November 2013



**Companies House**



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

We certify that, save for material  
redacted pursuant to s.859G of the  
Companies Act 2006, this copy instrument is a  
correct copy of the original instrument

EXECUTION VERSION

*- Pinsent Masons LLP  
5/11/13*

**GAS MEASUREMENT INSTRUMENTS LIMITED**

in favour of

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**  
as Security Agent

---

**FLOATING CHARGE**

---



**Pinsent Masons**

Pinsent Masons LLP  
Princes Exchange  
1 Earl Grey Street  
Edinburgh  
EH3 9AQ

Tel: +44 (0)131 777 7000

Fax: +44 (0)131 777 7003

Web Site: <http://www.pinsentmasons.com>  
46612568\_3.DOC



13	MISCELLANEOUS .....	13
13.1	New accounts.....	13
13.2	Non compliance by Company .....	13
13.3	Assignment.....	13
13.4	Non-reliance.....	13
13.5	Consent to registration.....	13
13.6	Expenses .....	13
14	NOTICES .....	14
14.1	Notices and deemed receipt .....	14
14.2	Addresses for notices .....	14
14.3	No electronic service.....	14
15	CALCULATIONS AND CERTIFICATES.....	15
16	PARTIAL INVALIDITY .....	15
17	REMEDIES AND WAIVERS .....	15
18	AMENDMENTS AND WAIVERS .....	15
19	RELEASE.....	15
19.1	Release .....	15
19.2	Reinstatement.....	15
19.3	Retention of Security.....	15
19.4	Avoidance of payments.....	16
20	GOVERNING LAW .....	16

**"Secured Assets"** means the whole of the property (including uncalled capital) which is or may from time to time, while this Charge is in force, be comprised in the property and undertaking of the Company;

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any member of the Group to the Security Agent and/or the Secured Parties (or any of them) under or pursuant to any Finance Document, and all or any monies, liabilities and obligations covenanted to be paid under this Charge;

**"Secured Parties"** means each Finance Party and any Receiver or Delegate, each a **"Secured Party"**; and

**"Security Period"** means the period beginning on the date of this Charge and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

**"US Code"** means the United States Internal Revenue Code of 1986 (as amended from time to time).

## 1.2 Facilities Agreement definitions

In this Charge, terms defined in, or construed for the purposes of, the Facilities Agreement have the same meanings when used in this Charge (unless the same are otherwise defined in this Charge).

## 1.3 Interpretation

- (a) Unless a contrary indication appears in this Charge, the provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this Charge as though they were set out in full in this Charge, except that references to *"this Agreement"* will be construed as references to this Charge.
- (b) In this Charge unless the context requires otherwise:
  - (i) words importing the singular shall include the plural and vice versa;
  - (ii) references to this Charge or any other document shall be constituted as references to this Charge or such other document as amended, varied, restated, supplemented or novated from time to time;
  - (iii) references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
  - (iv) references to a **"person"** shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
  - (v) references to a **"fixed security"** mean a fixed security as defined by section 486 of the Companies Act 1985;

## **2.5 Negative pledge and ranking**

Save as otherwise provided in the Intercreditor Agreement:

- (a) the Company shall not create any fixed security or other floating charge over any part of the Secured Assets after its execution of this Charge except any fixed security in favour of the Security Agent; and
- (b) this Charge shall rank in priority to any fixed security or other floating charge created by the Company after its execution of this Charge except any fixed security in favour of the Security Agent.

## **3 PROTECTION OF SECURITY**

### **3.1 Continuing security**

This Charge is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Charge shall remain in full force and effect as a continuing security for the duration of the Security Period.

### **3.2 No prejudice**

This Charge is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for all or any part of the Secured Obligations.

### **3.3 Right to enforce**

This Charge may be enforced against the Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

### **3.4 Non impairment**

The Company agrees that none of its obligations or the Security Agent's rights, powers and discretions under this Charge shall be reduced, discharged or otherwise adversely affected by:

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any Security or any right or remedy which the Security Agent may have now or in the future from or against the Company or any other person in respect of any of the Secured Obligations; or
- (b) any failure, act or omission by the Security Agent or any other person in taking up, perfecting or enforcing any Security or guarantee from or against the Company or any other person in respect of the Secured Obligations; or
- (c) any increase in or waiver or discharge of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Facilities Agreement or the other Finance Documents; or
- (d) any grant of time, indulgence, waiver or concession to the Company or any other person; or
- (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Company or any other person; or

trading activities, granted or created any other Security, charge or encumbrance over the Secured Assets or any interest therein, or agreed, conditionally or unconditionally, to do so; and

- (ix) it has not, save in the ordinary course of its trading activities, for market value, on an arms length basis and for consideration payable in cash on normal commercial terms, entered into any agreement or granted any option to sell or otherwise dispose of the Secured Assets or any interest therein, or agreed, conditionally or unconditionally, to do so.
- (b) All the representations and warranties in this clause 4 are made on the date of this Charge and are also deemed to be made by the Company;
  - (i) on the date of each Utilisation Request and each Utilisation Date; and
  - (ii) on the first day of each Interest Period.
- (c) Each representation and warranty deemed to be made after the date of this Charge shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

#### 4.2 Undertakings

- (a) The Company undertakes to the Security Agent and to each other Secured Party that save as otherwise provided in the Facilities Agreement it shall not:
  - (i) dispose of any of its heritable, freehold or leasehold property or any interest or estate therein or grant any lease, sub-lease, tenancy, sub-tenancy or licence thereof or surrender or accept the surrender of any of the foregoing;
  - (ii) dispose of any other of the Secured Assets or any interest therein otherwise than in the ordinary course of business, for market value, on an arms length basis and for consideration payable in cash on normal commercial terms;
  - (iii) except for the purposes of effecting necessary structural or external alterations, pull down or remove the whole or any part of any buildings or erections forming part of the Secured Assets or make any structural or external alterations thereto or sever or unfix or remove any of the fixtures attaching thereto or (except for the purpose of effecting necessary repairs or replacing with new or improved models or substitutes) remove any fixed plant or machinery belonging to or used by it;
  - (iv) sell, factor, discount, assign or otherwise charge or dispose of its book debts or other accounts or payments receivable;
  - (v) become a guarantor or surety for any person;
  - (vi) issue or create any debentures, debenture or loan stock or loan capital;
  - (vii) agree to postpone or subordinate the Company's right to receive or claim payment of any debt or monetary claim due to it; or
  - (viii) do or omit to do anything whereby any insurance in respect of the Company or the Secured Assets may be rendered void or voidable.
- (b) The Company undertakes to the Security Agent and to each other Secured Party that unless otherwise agreed in writing by the Security Agent it shall:

- (xii) take all appropriate action (in particular make all filings and registrations and pay all fees, taxes and similar amounts) as may be necessary to maintain in full force and effect all Intellectual Property Rights (if any) owed or used by the Company and take such steps as may be necessary (including without limitation, instituting legal proceedings) to prevent third parties infringing such Intellectual Property Rights in any material respect; and
- (xiii) promptly notify the Security Agent of any material breach of any Environmental Law applicable to it, or of any of the representations, warranties and undertakings on its part specified in this clause 4.

## **5 ENFORCEMENT**

### **5.1 Enforceable**

This Charge shall be enforceable immediately upon, or at any time after:

- (a) an Event of Default occurring;
- (b) the Company requesting the appointment of a Receiver or administrator;
- (c) an administration application being made in respect of the Company; or
- (d) any person giving notice of intention to appoint an administrator.

### **5.2 Appointment of Receiver or administrator**

- (a) At any time after this Charge has become enforceable the Security Agent shall be entitled:
  - (i) to appoint one or more persons as a Receiver or Receivers in respect of the Secured Assets, or apply to the Court for such appointment;
  - (ii) to appoint one or more persons as an administrator of the Company;
  - (iii) to make an administration application in respect of the Company; or
  - (iv) to give notice of intention to appoint an administrator in respect of the Company.
- (b) The appointment of a Receiver or Receivers or an administrator, or the giving of notice of intention to appoint an administrator shall be effected by the Security Agent by written instrument or notice in accordance with and in such form as may be prescribed under the Act. If any such person so appointed as Receiver or administrator is removed from office by the Court or otherwise ceases to act, the Security Agent shall be entitled (subject to the provisions of the Act) to appoint a replacement in the same manner.

### **5.3 Powers of Receiver**

A Receiver appointed under this Charge shall have the following powers in addition to those specified in Schedule 2 of the Act:

- (a) to promote or procure the incorporation of any new company (whether or not a subsidiary of the Company), to transfer any part of the Secured Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire

- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 6.3 (*Appropriation, Intercreditor Agreement and suspense account*); and
- (c) *thirdly*, in payment of any surplus to the Company or other person entitled to it.

## 6.2 Contingencies

If this Charge is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent may determine).

## 6.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 6.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Company.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Charge may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would clear all Secured Obligations in full.

## 7 LIABILITY OF RECEIVER AND SECURITY AGENT

The Receiver and the Security Agent shall not in any circumstances be liable to the Company or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Charge or any realisation, appropriation or application of the Secured Assets or from any act, default or omission of the Receiver or the Security Agent, or his/her or its officers, employees or agents in relation to the Secured Assets or otherwise in connection with this Charge, except to the extent caused by the gross negligence or wilful misconduct of the Receiver or the Security Agent or his/her or its officers, employees or agents.

## 8 SET-OFF

### 8.1 Set-off rights

The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Company and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by the Company) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation.

### 8.2 Set-off rights after Security is enforceable

At any time after this Charge has become enforceable (and in addition to its rights under clause 8.1 (*Set-off rights*)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Company under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or

- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

## **10.2 Finance Documents**

The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.

## **11 POWER OF ATTORNEY**

### **11.1 Appointment**

The Company hereby irrevocably appoints the Security Agent, whether or not a Receiver has been appointed, and separately also the Receiver, as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- (a) to do anything which the Company is obliged to do (but has not done) under this Charge including, without limitation, to create any fixed Security or charge over any of the Secured Assets; and
- (b) generally to exercise all or any of the rights, powers and discretions conferred on the Security Agent or the Receiver in relation to the Secured Assets under this Charge.

### **11.2 Ratification**

The Company hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Company under this clause.

### **11.3 Exercise of power**

The appointment effected under clause 11.1 (*Appointment*) shall take effect immediately (in the case of the Receiver, upon his/her appointment), but the powers conferred shall only become exercisable upon the occurrence of an Event of Default (which upon the appointment of the Receiver shall be deemed to be the case) or if the Company does not fulfil any of its obligations under clause 10 (*Further assurances*) within three Business Days of notice from the Security Agent or the Receiver to do so.

## **12 CURRENCY CONVERSION**

All monies received or held by the Security Agent or any Receiver under this Charge may be converted from their existing currency into such other currency as the Security Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's Spot Rate of Exchange. The Company shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to the Company in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver and Delegate by the Finance Documents or by law,

in each case together with interest at the rate of default interest specified in the Facilities Agreement, from the date of demand until settlement, and the amount thereof shall be a Secured Obligation.

## **14 NOTICES**

### **14.1 Notices and deemed receipt**

Any demand or notice to be given under this Charge shall be in writing signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or by facsimile to the address and for the attention of the relevant party set out in clause 14.2 (*Addresses for notices*) (or as otherwise notified by that party thereunder). Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 24 hours from the date of posting; and
- (c) in the case of facsimile, at the time of transmission, where in order to prove transmission it shall be sufficient to produce confirmation of uninterrupted transmission by a transmission report,

provided that if deemed receipt occurs before 10.00am on a Business Day the notice shall be deemed to have been received at 10.00am on that day and if deemed receipt occurs after 5.00pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 10.00am on the next Business Day.

### **14.2 Addresses for notices**

The addresses and facsimile numbers of the parties for the purposes of this clause are:

#### **The Security Agent**

Address: 8 Canada Square, Level 27, London EH14 5HQ

For the attention of: CTLA Trustee Services Administration

Fax number: +44(0)20 7991 4350

#### **The Company**

Address: Block 2, Inchinnan Business Park, Renfrew PA4 9RG

For the attention of: David Hunter

Fax number: +44 (0)141 302 8210

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

### **14.3 No electronic service**

For the avoidance of doubt no demand or notice given under this Charge shall be validly given if sent by e-mail.

19.4      **Avoidance of payments**


The Security Agent's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Agent on the faith of any such payment or realisation.

20            **GOVERNING LAW**

This Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

**IN WITNESS WHEREOF** these presents consisting of this and the 15 preceding pages are executed as follows:

**SUBSCRIBED** for and on behalf of  
**GAS MEASUREMENT INSTRUMENTS LIMITED**

at Waltham MA  
on the 30<sup>th</sup> day  
of October 2013  
by 

..... Director  
..... Full Name

Jesse Feldman

before this witness  


..... Witness  
..... Full Name  
..... Address

Valerie Walker  
930 Winter St  
Waltham, MA 02451