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

X What this form is NOT for You cannot use this form to particulars of a charge for a company To do this, please

form MG01s



19/12/2011

		COMPANIES HOUSE
1	Company details	For afficial use
Company number	0 7 0 6 2 2 0 1	Filling in this form Please complete in typescript or in bold black capitals
Company name in full	APR ENERGY PLC (the "Grantor")	
		All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
Date of creation	d 2 d 8	
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	A collateral agreement (the "Collateral Agreement") granted by the Grantor in favour of Wells Fargo Bank, National Association (the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined below)	

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

The Grantor has granted, pledged, collaterally assigned and guaranteed the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations

For definitions of capitalised terms used in this Form MG01, please see paragraph 4 of Part 6 of this Form MG01

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

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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	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Address	MAC D1109-019 1525 West W T Harris Blvd Charlotte,		
	United States of America		
Postcode	N C 2 8 2 6 2		
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	1 Charging provisions		
	1 1 The Grantor has granted, pledged and collaterally assigned to the ratable benefit of itself and the Secured Parties, a security interest in, and interest in the following property, now owned or at any time hereal in which the Grantor now has or at any time in the future may acquire wherever located or deemed located (collectively, the "Collateral"), as prompt and complete payment and performance when due (whether a acceleration or otherwise) of the Secured Obligations (a) all Accounts, (b) all cash and currency, (c) all Chattel Paper, (d) all Commercial Tort Claims identified on Schedule 3 9 of the Colla (e) all Deposit Accounts, (f) all Documents, (g) all Equipment, (h) all Fixtures, (i) all General Intangibles, (j) all Instruments,	all of the Grantor's right, title fter acquired by the Grantor or any right, title or interest, and collateral security for the t the stated maturity, by	

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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

- (k) all Insurance,
- (i) all intellectual Property,
- (m) all Inventory,
- (n) all Investment Property,
- (o) all Letter of Credit Rights,
- (p) all Receivables and Receivable Records,
- (q) all other Goods not otherwise described above,
- (r) all books and records pertaining to the Collateral, and
- (s) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing,

provided that the Security Interests granted pursuant to this clause 1.1 shall not extend to, and the term "Collateral" shall not include

- (i) any obligation or property of any kind due from, owed by or belonging to any Sanctioned Person,
- (ii) any rights under any lease, instrument, contract or agreement of the Grantor to the extent that the granting of a security interest therein would, under the express terms of such lease, instrument, contract or agreement, (I) be prohibited or restricted or (II) result in a breach of the terms of. constitute a default under or result in a termination of any such lease, instrument, contract or agreement governing such right, unless (x) such prohibition or restriction is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party. Notwithstanding any of the foregoing, such proviso shall not affect, limit, restrict or impair the grant by the Grantor of a Security Interest in any Account or any money or other amounts due and payable to the Grantor or to become due and payable to the Grantor under any such lease, instrument, contract or agreement unless such security interest in such Account, money or other amount due and payable is also specifically prohibited or restricted by the terms of such lease, instrument, contract or other agreement or such security interest in such Account, money or other amount due and payable would expressly constitute a default under or would expressly grant a party a termination right under any such lease, instrument, contract or agreement governing such right unless, in each case, (x) such prohibition is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party, provided further, that notwithstanding anything to the contrary contained in the foregoing proviso, the Security Interests granted herein shall immediately and automatically attach to and the term "Collateral" shall immediately and automatically include the

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Short particulars of all the property mortgaged or charged

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Short particulars

rights under any such lease, instrument, contract or agreement and in such Account, money or other amounts due and payable to the Grantor at such time as such prohibition, restriction, event of default or termination right terminates or is waived or consent to such security interest has been obtained from any applicable third party,

- (III) any motor vehicles or certificates of title relating thereto, or
- (iv) assets in circumstances where the Administrative Agent and the Borrower agree that the cost of obtaining a security interest in such assets is excessive in relation to the value afforded thereby, or if the granting of a security interest in such asset would be prohibited by Applicable Law. It is understood and agreed that assets held by the Grantor as of the Closing Date in jurisdictions other than the U K, the United States and the Cayman Islands will be excluded from the Collateral pursuant to the immediately preceding sentence (excluding Investment Property and Partnership/LLC Interests held by entities in those three jurisdictions)

Notwithstanding the foregoing, the payment and performance of the Obligations shall not be secured by any Hedge Agreement between the Grantor and any Secured Party

- 1.2 The Grantor has pledged all of the Partnership/LLC Interests in which the Grantor has rights to and has granted and collaterally assigned to the Secured Parties a lien and security interest in its Partnership/LLC Interests in which the Grantor has rights without any further consent, approval or action by any other party, including, without limitation, any other party to any Partnership/LLC Agreement or otherwise
- 1 3 The Grantor and each applicable Issuer have agreed that so long as the Collateral Agreement remains in effect, no Partnership/LLC Agreement shall be amended to modify the provisions of the Section 2 2 of the Collateral Agreement without the prior written consent of the Administrative Agent

2 Negative Pledge

The Grantor has covenanted that it will maintain the Security Interests in the Collateral created by the Collateral Agreement as first priority Security Interests (subject only to Permitted Liens) and perfected other than with respect to the Excluded Deposit Accounts and shall defend such Security Interests against the claims and demands of all Persons whomsoever (other than the holders of Permitted Liens)

3 Further Assurances

(a) Upon the request of the Administrative Agent and at the sole expense of the Grantors, the Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, all applications, certificates, instruments,

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registration statements and all other documents and papers the Administrative Agent may reasonably request and as may be required by law in connection with the obtaining of any consent, approval, registration, qualification or authorization of any Person deemed necessary or appropriate for the effective exercise of any rights under this Agreement

(b) If the Grantor shall at any time hold or acquire a Commercial Tort Claim in an amount reasonably estimated to exceed \$250,000 00, the Grantor will promptly notify the Administrative Agent thereof in a writing signed by the Grantor including a summary description of such claim and grant to the Administrative Agent, for the ratable benefit of the Secured Parties, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent

4 Definitions

"Accession" has the meaning assigned to it in the UCC as in effect from time to time

"Accounts" has the meaning assigned to it in the UCC as in effect from time to time

"Applicable Law" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authorities and all orders and decrees of all courts and arbitrators

"Borrower" has the meaning set forth in the Preamble of the Collateral Agreement

"Capital Lease" has the meaning given to such term in the Credit Agreement

"Chattel Paper" has the meaning assigned to it in the UCC as in effect from time to time

"Closing Date" means the date of the satisfaction of the conditions set forth in Section 6.1 of the Credit Agreement

"Commercial Tort Claims" has the meaning assigned to it in the UCC as in effect from time to time

"Collateral" has the meaning assigned to it in Section 2.1 of the Collateral Agreement

"Copyrights" means, collectively, all of the following of any Grantor (a) all copyrights, works protectable by copyright, copyright registrations and copyright applications anywhere in the world (such Copyrights arising under the laws of the United States, "U.S. Copyrights"), including, without limitation, those listed on Schedule 3.11 of the Collateral Agreement, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing throughout the world

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Short particulars

"Copyright Licenses" means any written agreement now or hereafter in existence naming any Grantor as licensor or licensee, including, without limitation, those listed in Schedule 3.11 of the Collateral Agreement, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright

"Credit Agreement" means the credit agreement dated as of 28 November, 2011, by and among the Guarantor as Parent, APR Energy Holdings Limited as Borrower, the Lenders, and Wells Fargo Bank, National Association as Administrative Agent for the Lenders

"Default" means any of the events specified in Section 10.1 of the Credit Agreement which with the passage of time, the giving of notice or any other condition, would constitute an Event of Default

"Deposit Account" has the meaning assigned to it in the UCC as in effect from time to time

"Documents" has the meaning assigned to it in the UCC as in effect from time to time

"Equipment" has the meaning assigned to it in the UCC as in effect from time to time

"Excluded Deposit Account" means, collectively, (a) Deposit Accounts established solely for the purpose of funding payroll, payroll taxes and other compensation and benefits to employees and (b) so long as no Default or Event of Default has occurred and is continuing, Deposit Accounts in jurisdictions other than the U.S., U.K. and Cayman Islands with amounts on deposit that, when aggregated with the amounts on deposit in all other Deposit Accounts for which control agreements have not been obtained (other than those specified in clause (a)), do not exceed \$15,000,000 at any time

"Event of Default" means any of the events specified in Section 10.1 of the Credit Agreement, provided that any requirement for passage of time, giving of notice or any other condition, has been satisfied

"Fixture" has the meaning assigned to it in the UCC as in effect from time to time

"General Intangible" has the meaning assigned to it in the UCC as in effect from time to time

"Goods" has the meaning assigned to it in the UCC as in effect from time to time

"Guarantor" has the meaning given to such term in the Credit Agreement

"Guaranty Agreement" has the meaning given to such term in the Credit Agreement

"Governmental Authorities" has the meaning given to such term in the Credit Agreement

"Hedge Agreement" has the meaning given to such term in the Credit Agreement

"Instrument" has the meaning assigned to it in the UCC as in effect from time to time

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"Insurance" means (i) all insurance policies covering any or all of the Collateral (regardless of whether the Administrative Agent is the loss payee thereof) and (ii) any key man life insurance policies

"Intellectual Property" means the collective reference to all rights relating to intellectual property of any Grantor, whether arising under the United States, multinational or foreign laws or otherwise, including without limitation. (a) all systems software and applications software, all documentation for such software, including, without limitation, user manuals, flowcharts, functional specifications, operations manuals, and all formulas, processes, ideas and know-how embodied in any of the foregoing, (b) concepts, discoveries, improvements and ideas, know-how, technology, reports, design information, trade secrets, practices, specifications, test procedures, maintenance manuals, research and development, (c) Patents and Patent Licenses, Copyrights and Copyright Licenses, Trademarks and Trademark Licenses, and (d) other licenses to use any of the items described in the foregoing clauses (a), (b), and (c)

"Inventory" "has the meaning assigned to it in the UCC as in effect from time to time

"Investment Property" has the meaning assigned to it in the UCC as in effect from time to time

"Issuer" means any issuer of any Investment Property or Partnership/LLC Interests (including, without limitation, any Issuer as defined in the UCC)

"Lender" has the meaning given to such term in the Credit Agreement

"Letter of Credit Rights" has the meaning assigned to it in the UCC as in effect from time to time

"Lien" means, with respect to any asset, any mortgage, leasehold mortgage, lien, pledge, charge, security interest, hypothecation or encumbrance of any kind in respect of such asset. For the purposes of the Credit Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease or other title retention agreement relating to such asset.

"Obligations" has the meaning given to such term in the Credit Agreement

"Parent" means APR Energy PLC, a company incorporated under the laws of England and Wales under company number 07105073 with its registered office at 54 Baker Street, London, WIU 7BU

"Partnership/LLC Interests" means, with respect to any Grantor, the entire partnership, membership interest or limited liability company interest, as applicable, of such Grantor in each partnership, limited partnership or limited liability company owned thereby, including, without limitation, such Grantor's capital account, its interest as a partner or member, as applicable, in the net cash flow, net profit and net loss, and items of income, gain, loss, deduction and credit of any such partnership, limited partnership or limited liability company, as applicable, such Grantor's interest in all distributions made or to be made by any such partnership, limited partnership or limited liability company, as applicable, to such Grantor and all of the other economic rights, titles and interests of such Grantor as a partner or member, as applicable, of any such partnership,

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limited partnership or limited liability company, as applicable, whether set forth in the partnership agreement or membership agreement, as applicable, of such partnership, limited partnership or limited liability company, as applicable, by separate agreement or otherwise

"Patents" means collectively, all of the following of any Grantor (a) all patents, all inventions and patent applications anywhere in the world (such Patents arising under the laws of the United States, "U.S. Patents"), including, without limitation, those listed on Schedule 3.11 of the Collateral Agreement, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing throughout the world

"Patent License" means all agreements now or hereafter in existence providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 3.11 of the Collateral Agreement

"Permitted Liens" means the Liens permitted pursuant to Section 9 2 of the Credit Agreement

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity

"Proceeds" has the meaning assigned to it in the UCC as in effect from time to time

"Receivables" means all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Property, together with all of any Grantor's rights, if any, in any goods or other property giving rise to such right to payment

"Receivables Records" means (i) all original copies of all documents, instruments or other writings or electronic records or other records evidencing the Receivables, (ii) all books, correspondence, credit or other files, records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of any Grantor or any computer bureau or agent from time to time acting for such Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors, secured parties or agents thereof, and certificates, acknowledgments or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or non-written forms of information related in any way to the foregoing or any Receivable

"Sanctioned Person" has the meaning given to such term in the Credit Agreement

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"Security Interests" means the security interests granted pursuant to Article II, as well as all other security interests created or assigned as additional security for any of the Secured Obligations pursuant to the provisions of any Loan Document

"Secured Obligations" means the "Secured Obligations" as defined in the Credit Agreement, together with the obligations of each Guarantor under the Guaranty Agreement executed by such Guarantor

"Secured Parties" has the meaning given to such term in the Credit Agreement

"Supporting Obligation" has the meaning assigned to it in the UCC as in effect from time to time

"Trademarks" means, collectively, all of the following of any Grantor (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world (such Trademarks arising under the laws of the United States, "U.S. Trademarks"), including, without limitation, those listed on Schedule 3.11 of the Collateral Agreement, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world

"Trademark License" means any agreement now or hereafter in existence providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 3.11 of the Collateral Agreement

"UCC" means the Uniform Commercial Code as in effect in the State of Florida as amended or modified from time to time

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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

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 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).

9 Signature

Please sign the form here

Signature

Signature

X

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 Alı Khan Milbank Tweed Hadley & McCloy LLP 10 Gresham Street London Greater London Ē С 2 Country England 020-7615-3089 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

E 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

D

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 goviuk 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. 7062201 CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COLLATERAL AGREEMENT DATED 28 NOVEMBER 2011 AND CREATED BY APR ENERGY PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH GUARANTOR 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 19 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 DECEMBER 2011





