

MR01

Particulars of a charge

562871/13  
IRIS Laserform

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 the  
instrument Use form MR08

WEDNESDAY



SCT \*S2MZWZK0\* 11/12/2013 #145  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge  
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. This will be  
scanned and placed on the public record

**1 Company details**

Company number 0 0 9 0 2 2 3 9

Company name in full BG INTERNATIONAL LIMITED

For official use

14

**Filing 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 d0 d4 m1 m2 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 BG GROUP PENSION TRUSTEES LIMITED

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

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Particulars of a charge

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**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

N/A

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

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Particulars of a charge

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

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

9

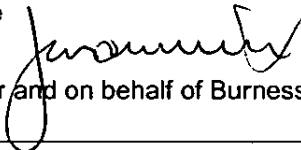
**Signature**

Please sign the form here

Signature

Signature

X



for and on behalf of Burness Paul LLP

X

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 Karen Henderson

Company name BURNES PAULL LLP

Address 50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town EDINBURGH

County/Region

Postcode E H 3 9 W J

Country

DX ED73 EDINBURGH

Telephone 0131 473 6000



### 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: 902239

Charge code: 0090 2239 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2013 and created by BG INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2013.

Given at Companies House, Cardiff on 19th December 2013



**Companies House**



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

EXECUTION VERSION

~~Burness Paull~~

**BG INTERNATIONAL LIMITED**

as the Assignor

in favour of

**BG GROUP PENSION TRUSTEES LIMITED**

as the Assignee

with the consent and acknowledgement of

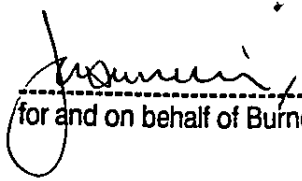
**BG GENERAL PARTNER LIMITED**

and the acknowledgement of

**BG PENSION FUNDING SCOTTISH LIMITED PARTNERSHIP**

**ASSIGNATION IN SECURITY**

Certified a true copy  
Edinburgh. 11/12/13

  
for and on behalf of Burness Paull LLP

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## ASSIGNATION IN SECURITY

by

- (1) **BG INTERNATIONAL LIMITED**, a company incorporated in England and Wales under the Companies Acts with registered number 00902239 and having its registered office at 100 Thames Valley Park Drive, Reading, Berkshire RG6 1PT (the “Assignor”)

in favour of

- (2) **BG GROUP PENSION TRUSTEES LIMITED**, a company incorporated in England and Wales under the Companies Acts with registered number 04229722 and having its registered office at 100 Thames Valley Park Drive, Reading, Berkshire RG6 1PT (the “Assignee”)

with the consent and acknowledgement of

- (3) **BG GENERAL PARTNER LIMITED**, a company incorporated in Scotland under the Companies Acts with registered number SC455678 and having its registered office at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (the “GP”)
- (4) **BG PENSION FUNDING SCOTTISH LIMITED PARTNERSHIP**, a limited partnership registered in Scotland under the Limited Partnerships Act 1907 with registered number SL14873 as it may be from time to time composed and having its registered principal place of business at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (the “SLP”)

## WHEREAS

- (A) In terms of the SLP Agreement, prior written consent is required from the Assignee and the GP in relation to this assignment in security in terms of Clause 21.1. All consents which require to be obtained in respect of this assignment in security in terms of the SLP Agreement and otherwise have been obtained
- (B) The GP has agreed to be party to this document, to give its consent to and, together with the SLP, acknowledgment of this assignment in security and to acknowledge receipt of intimation of this assignment in security

## NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this document



**“Assigned Rights”** means all rights, title and interest, present and future of the Assignor in and to all sums, payments, repayments and distributions due and to become due to it pursuant to clauses 21 2(e)(E)(iii) and 23 4(e) of the SLP Agreement, together with all other relevant rights, titles, powers, interests and privileges relative thereto under the SLP Agreement or otherwise, to the extent of the amount of the Secured Liabilities,

**“Business Day”** means a day (other than a Saturday or Sunday) on which banks are open for normal business in Edinburgh,

**“Enforcement Event”** means the occurrence of an Insolvency Event (unless such Insolvency Event is waived in writing by the Trustee) or a Winding Up Event,

**“Payment Undertaking”** means an agreement between the Assignor and Assignee dated on or around the date of this assignment in security pursuant to which the Assignor agrees to make certain payments to the Assignee,

**“Retained Rights”** means all of the rights of the Assignor as a partner in the SLP other than the Assigned Rights,

**“Secured Liabilities”** means all present and future obligations and liabilities of the Assignor to the Assignee under and pursuant to the Payment Undertaking, whether actual, contingent, sole, joint and/or several,

**“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, and

**“SLP Agreement”** means the SLP Agreement of the SLP among the GP, the Assignor, the Assignee and the SLP constituting and regulating the SLP as such partnership agreement is from time to time amended, supplemented and/or replaced as permitted in accordance with the provisions of this assignment in security

1 2 Unless the context otherwise requires words and expressions defined or given a meaning in the SLP Agreement will have the same meaning in this assignment in security

1 3 Unless a contrary indication appears, any reference in this assignment in security to

1 3 1 the **“Assignor”** and the **“Assignee”** shall be construed so as to include their respective successors in title, permitted assignees and permitted transferees, and

1 3 2 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

- 1 4 Unless any provision of this assignment in security or the context otherwise requires, any reference in this assignment in security to a provision of law is a reference to that provision as amended or re-enacted
- 1 5 In this assignment in security the singular includes the plural and *vice versa* Clause headings are for ease of reference only and a reference to a Clause or the Schedule is a reference to a clause of or the schedule to this assignment in security
- 1 6 Any reference to, or to any specified provision of, this assignment in security, any Transaction Document or any other document shall be construed as reference to, or to such specified provision of, this assignment in security, such other Transaction Document or such other document as in force for the time being and as amended, novated, supplemented, extended or restated in each case in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where any consents are required to be obtained as a condition to such amendment, novation, supplement, extension or restatement being permitted) with the requisite consents

## 2 UNDERTAKING TO PAY

The Assignor undertakes to the Assignee that it will pay or discharge to the Assignee all the Secured Liabilities within 30 days of demand in writing when the Secured Liabilities become due for payment or discharge

## 3 ASSIGNATION IN SECURITY

The Assignor as security for the payment and discharge of all the Secured Liabilities hereby assigns in favour of the Assignee its whole right, title, interest and benefit in and to the Assigned Rights

## 4 INTIMATION

- 4 1 The Assignor and the Assignee hereby intimate the assignment in security in Clause 3 above to the SLP and the GP
- 4 2 The GP and the SLP each acknowledges intimation of the assignment of the Assigned Rights to the Assignee and each confirms that all sums, payments, repayments and distributions comprised in the Assigned Rights will be paid or made to the Assignee
- 4 3 No payment of any part of the Assigned Rights shall be made until the cash amount of the Secured Liabilities has been determined in accordance with the Payment Undertaking

## 5 NEGATIVE PLEDGE

- 5 1 The Assignor will not (save as expressly permitted under the Transaction Documents)

5 1 1 create or allow to exist any security over all or any part of the Assigned Rights or the Retained Rights except in favour of the Assignee, or

5 1 2 assign, transfer or otherwise dispose of or amend all or any of the Assigned Rights or the Retained Rights except with prior written consent of the Assignee (or purport to do any of the same)

5 2 The security created by, or any security interest constituted pursuant to, this assignation in security shall rank in point of security in priority to all other securities created or subsisting from time to time over all or any part of the Assigned Rights

## **6 FURTHER ASSURANCE**

6 1 The Assignor shall execute and do all such assurances, acts and things as the Assignee may require for perfecting or protecting the security created by or pursuant to this assignation in security over the Assigned Rights or for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions conferred on the Assignee and shall, in particular, (but without limitation) promptly after being requested to do so by the Assignee, give all notices, orders and directions which the Assignee may think expedient

## **7 THE ASSIGNOR'S STATUS AS A PARTNER**

7 1 The Assignor shall ensure that all rights from time to time attaching to or connected with any of the Assigned Rights are exercised in accordance with the instructions of the Assignee

7 2 The Assignor, the GP and the SLP will procure that no changes are made to the SLP Agreement or the Assigned Rights other than in accordance with the SLP Agreement

7 3 The Assignee may apply all monies and other things in respect of the Assigned Rights received by the Assignee or its nominee in discharge of any part of the Secured Liabilities and if the Assignor or any person on its behalf receives or obtains the benefit of any monies paid in respect of any Assigned Rights it shall account to the Assignee for those monies. If the Assignor (or any person on its behalf) receives any cheque, warrant or other monetary instrument in respect of any monies for which it would on receipt be obliged to account pursuant to this Clause, it shall immediately pay those monies or procure the transfer of such instrument to the Assignee

## **8 APPLICATION OF MONIES RECEIVED**

8 1 All monies received by the Assignee under or by virtue of this assignation in security shall be applied

8 1 1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Assignee shall in its absolute discretion decide, and

8 1 2 secondly, any surplus shall be paid to the Assignor or any other person entitled thereto

## 9 PROTECTION OF SECURITY

9 1 The security created by, and any security interest constituted pursuant to, this assignment in security shall be a continuing security, notwithstanding any settlement of account or other matter or thing whatsoever, and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities

9 2 The security created by, and any security interest constituted pursuant to, this assignment in security shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Assignee may now or at any time hereafter hold for all or any part of the Secured Liabilities

9 3 No failure on the part of the Assignee to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this assignment in security or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy The rights and remedies provided in this assignment in security and any such other document are cumulative and not exclusive of any right or remedies provided by law

9 4 Each of the provisions in this assignment in security shall be severable and distinct from one another and, if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this assignment in security shall not in any way be affected or impaired by that occurrence

9 5 Neither the security created by, nor any security interest constituted pursuant to, this assignment in security nor the rights, powers, discretions and remedies conferred upon the Assignee by this assignment in security or by law shall be discharged, impaired or otherwise affected by reason of

9 5 1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Assignee being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever, or by the Assignee from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same, or

9 5 2 the Assignee compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Assignor or

any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Assignor or any other person, or

9 5 3 any act or omission which would not have discharged or affected the liability of the Assignor had it been a principal debtor instead of cautioner or by anything done or omitted which, but for this provision, might operate to exonerate the Assignor from the Secured Liabilities, or

9 5 4 any legal limitation, disability, incapacity or other similar circumstance relating to the Assignor

9 6 The Assignee shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this assignation in security or by law, to

9 6 1 take any action or obtain judgement or decree in any court against the Assignor, or

9 6 2 make or file any claim to rank in a winding-up or liquidation of the Assignor, or

9 6 3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Assignee in respect of, any of the Assignor's obligations to the Assignee

## 10 REPRESENTATIONS AND WARRANTIES

10 1 The Assignor represents and warrants to the Assignee that.

10 1 1 **Status** It is a limited company duly incorporated and existing under the laws of its jurisdiction of incorporation, it possesses the capacity to sue and be sued in its own name and has the power to carry on the business which it conducts or proposes to conduct and to own its assets.

10 1 2 **Powers and authority** It has power to execute, deliver and perform its obligations under this assignation in security and to carry out the transactions contemplated herein and all necessary corporate, shareholder and other action has been or will be taken to authorise the execution, delivery and performance of the same

10 1 3 **Binding obligations** Its obligations under this assignation in security and the SLP Agreement constitute legal, valid and binding obligations enforceable in accordance with their terms and the SLP Agreement is in full force and effect and has, to the extent required to date, been complied with in all respects by the Assignor

10.1.4 **Contraventions** Its execution, delivery and performance of this assignment in security to which it is a party does not

- (a) contravene any applicable law or directive or any judgment, order or decree of any court having jurisdiction over it, or
- (b) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound, or
- (c) contravene or conflict with the provisions of its constitutional documentation

10.1.5 **Litigation:** No action, litigation, arbitration or administrative proceeding has been commenced, or, to the best of its information, knowledge and belief following the making of all reasonable inquiry, is pending or threatened, against it which (i) is likely to be adversely determined and (ii) if adversely determined, would materially impair its ability to perform its obligations under this assignment in security and nor is there subsisting any unsatisfied judgment, decree or award given against it by any court, arbitrator or other body, which would materially impair its ability to perform its obligations under this assignment in security

10.1.6 **Encumbrances:** No encumbrance exists over its present or future assets, including, for the avoidance of doubt, the Assigned Rights

10.1.7 **Information**

- (a) It is not aware of any facts or circumstances as at the date of this assignment in security that have not been disclosed in writing to the Assignee which, if disclosed, might reasonably be expected to adversely affect the decision of the Assignee to deal with the Assignor
- (b) All information supplied by (or on behalf of) the Assignor to the Assignee is true and accurate in all material respects

10.1.8 **Security:** This assignment in security creates as security for the obligations expressed to be secured hereby, valid, legally binding and enforceable, first ranking security over the Assigned Rights

10.2 The representations and warranties in Clause 10.1 shall be deemed to be repeated by the Assignor each Business Day until the Secured Liabilities have been fully and finally discharged

## **11 MANDATE AND ATTORNEY**

11 1 The Assignor hereby irrevocably appoints the Assignee to be its mandatary and attorney for it and on its behalf and in its name or otherwise at any time after the occurrence of an Enforcement Event to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Assignee may require for perfecting or protecting the title of the Assignee to the Assigned Rights or for vesting any of the Assigned Rights in the Assignee or its nominee or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Assignee on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Assignee of all or any of the Assigned Rights

11 2 The Assignor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatary or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 11

## **12 TRANSFER**

No party may transfer any of its rights or obligations under this assignment in security

## **13 REASSIGNATION**

13 1 The Assignee shall reassign the Assigned Rights to the Assignor immediately on the full and final repayment of the Secured Liabilities, whereupon this assignment in security will terminate

## **14 INDEMNITY**

The Assignee and every attorney, manager, agent or other person appointed by the Assignee in connection with this assignment in security shall be entitled to be indemnified out of the Assigned Rights in respect of all liabilities and expenses incurred by it or him in the execution or purported execution of any of the powers, authorities or discretions vested in it or him pursuant to this assignment in security and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Assigned Rights, and the Assignee may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this assignment in security

## **15 AVOIDANCE OF PAYMENTS**

Any amount which has been paid by the Assignor to the Assignee and which is, in the opinion of the Assignee, capable of being reduced or restored or otherwise avoided in whole or in part in the liquidation or administration of the Assignor, shall not be

regarded as having been irrevocably paid for the purposes of this assignation in security

## 16 NOTICES

### 16 1 Communications in writing

Any communication to be made under or in connection with this assignation in security shall be made in writing and, unless otherwise stated, may be made by fax or letter.

### 16 2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Assignor and the Assignee for any communication or document to be made or delivered under or in connection with this assignation in security

#### 16 2 1 in the case of the Assignor

Address	Thames Valley Park, Reading, Berkshire, RG6 1PT
Attention	Steve Wheeler
Facsimile	+44(0) 118 935 3484
Email	<a href="mailto:steve.wheeler@bg-group.com">steve.wheeler@bg-group.com</a>

#### 16 2 2 in the case of the Assignee

Address	Thames Valley Park, Reading, Berkshire, RG6 1PT
Attention	Paul Wilks
Facsimile	+44(0) 118 929 2110
Email	<a href="mailto:paul.wilks@bg-group.com">paul.wilks@bg-group.com</a>

#### 16 2 3 in the case of the General Partner

Address	50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ
Attention	Alan Soppitt / Peter Lawson
Facsimile	+44(0) 131 473 6006
Email	<a href="mailto:alan.soppitt@burnesspaul.com">alan.soppitt@burnesspaul.com</a>
with a copy to	

Address	Thames Valley Park, Reading,
---------	------------------------------



Attention	Berkshire, RG6 1PT
Facsimile	Steve Wheeler +44(0) 118 935 3484
Email	<a href="mailto:steve.wheeler@bg-group.com">steve.wheeler@bg-group.com</a>

16 2 4 in the case of the Partnership

Address	50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ
Attention	Alan Soppitt / Peter Lawson
Facsimile	+44(0) 131 473 6006
Email	<a href="mailto:alan.soppitt@burnesspaul.com">alan.soppitt@burnesspaul.com</a>

with a copy to

Address	Thames Valley Park, Reading, Berkshire, RG6 1PT
Attention	Steve Wheeler
Facsimile	+44(0) 118 935 3484
Email	<a href="mailto:steve.wheeler@bg-group.com">steve.wheeler@bg-group.com</a>

or any substitute address or fax number or department or officer of a party as that party may notify to the other parties by not less than 5 Business Days' notice

16 3 **Delivery**

16 3 1 Any communication or document made or delivered by one person to another under or in connection with this assignation in security will only be effective

- (a) if by way of fax, when received in legible form, or
- (b) if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 16 2 (*Addresses*), if addressed to that department or officer

16 3 2 Any communication or document to be made or delivered to the Assignee will be effective only when actually received by the Assignee and then only if it is expressly marked for the attention of the department or officer specified as part of its address details provided under Clause 16 2 (or any substitute department or officer as the Assignee shall specify for this purpose)

16 4    **English language**

Any notice given under or in connection with this assignation in security must be in English

17        **GOVERNING LAW AND JURISDICTION**

This assignation in security shall be governed by, and construed in all respects in accordance with, Scots law and, for the benefit of the Assignee, the Assignor irrevocably submits to the exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Assignee to proceed against the Assignor in any other appropriate jurisdiction

18      **CONSENT TO REGISTRATION**

A certificate signed by any official, manager or equivalent account officer of the Assignee shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Assignor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Assignor hereby consents to the registration of this assignation in security and of any such certificate for preservation and execution. IN WITNESS WHEREOF these presents consisting of this and the preceding 11 pages are executed as follows

**THE ASSIGNOR**

SUBSCRIBED for and on behalf of the  
said    **BG      INTERNATIONAL**  
**LIMITED**

at EDINBURGH

on 4 DECEMBER 2013

By CHRISTOPHER GOTTES

Print Full Name

before this witness

RUARDH COLG


Print Full Name

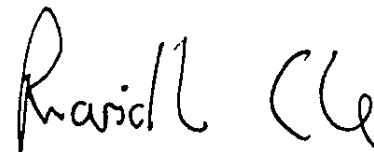
Address

50 LOTHIAN ROAD

EDINBURGH

EH3 9LJ





Witness

**THE ASSIGNEE**

SUBSCRIBED for and on behalf of the  
said **BG GROUP PENSION**  
**TRUSTEES LIMITED**

at **EDINBURGH**

on **4 DECEMBER 2013**

By **CHRISTOPHER GOTTS**

Print Full Name

before this witness

**EVARION COLE**

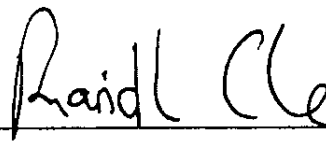
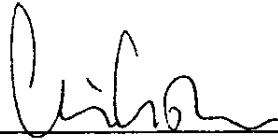
Print Full Name

Address

**50 LOTHIAN ROAD**

**EDINBURGH**

**EH3 9WT**



Witness

**THE GP**

SUBSCRIBED for and on behalf of the  
said **BG GENERAL PARTNER  
LIMITED**

at EDINBURGH

on 4 DECEMBER 2013

By CHRISTOPHER GOTTIS

Print Full Name

before this witness

RUARDH COLG

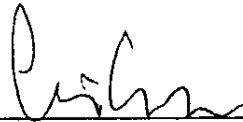
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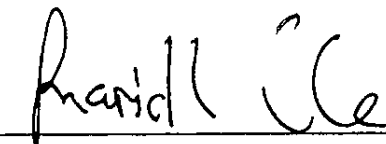
Address

50 LOTHIAN ROAD

EDINBURGH

EH3 9WJ





Witness

**THE PARTNERSHIP**

SUBSCRIBED for and on behalf of the  
said **BG PENSION FUNDING**  
**SCOTTISH LIMITED**  
**PARTNERSHIP**

at **EDINBURGH**

on **4 DECEMBER 2013**

By **CHRISTOPHER GOTTIS**

Print Full Name

before this witness

**RUARDH COLE**

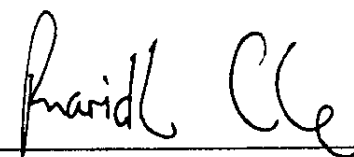
Print Full Name

Address

**50 LOTWIAN ROAD**

**EDINBURGH**

**GA3 9WJ**



Witness