

MG01

Particulars of a mortgage or charge



121004/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is not for**
You cannot use this form to register
particulars of a charge on a
company. To do this, use form
MG01s

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COMPANIES HOUSE

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uk

1 Company details

Company number 02582591

Company name in full DALE HEATING SERVICES (U K) LIMITED "Chargor"

For official use

4
→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 20/04/2011

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 Composite Guarantee and Debenture (the "Debenture")

4 Amount secured

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

Amount secured See Continuation page 1

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

MG01

Particulars of a mortgage or charge

5**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Garrison Loan Agency Services LLC (as Security trustee for the Lenders) (the "Agent")

Address

1350 Avenue of the Americas, 9th Floor New York, NY 10019

United States of America

Postcode

Name

Address

Postcode

Continuation page

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

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

FIXED SECURITY
Fixed charges

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage the Specified Real Property,
- (b) by way of first fixed charge
 - (i) all Real Property and all interests in Real Property not charged by clause 5 1(a),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (iii) the proceeds of sale of all Real Property other than Specified Real Property,
- (c) by way of first fixed charge all Specified P&M,
- (d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M,
- (e) by way of first fixed charge all P&M (not charged by clauses 5 1(a), 5 1(b) or 5 1(c)) and the benefit of all contracts, licences and warranties relating to the same,
- (f) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c)), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Chargor's Inventory,
- (g) by way of first fixed charge the Charged Securities,
- (h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities,

Capitalised terms used above and not otherwise defined on this page or page 1 or any continuation page shall have the meaning given to them in Schedule 1 to this Form MG01 All clause references above are a reference to clauses within the Debenture

See Continuation Page 2

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 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 *M. M. & Reeve* X
On behalf of the Agent

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

MG01

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 NHMA

Company name
Mills & Reeve LLP

Address 1 St James Court

Whitefriars

Post town Norwich

County/Region Norfolk

Postcode

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Country United Kingdom

DX DX 5210 Norwich

Telephone 01603 660155

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
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 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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

DALE HEATING SERVICES (U K) LIMITED
Company Number 02582591

Continuation Page 1

All obligations of every nature of each Credit Party from time to time owed to the Agents (including former Agents), the Lenders or any of them, under any Credit Document or Interest Rate Agreement (including, without limitation, with respect to an Interest Rate Agreement, obligations owed thereunder to any Person who was a Lender or an Affiliate of a Lender at the time such Interest Rate Agreement was entered into), whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Credit Party, would have accrued on any obligation, whether or not a claim is allowed against such Credit Party for such interest in the related bankruptcy proceeding), fees, expenses, indemnification or otherwise (the "Secured Obligations")

Provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of section 678 of the Companies Act 2006

"Secured Obligations" includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of or similar event affecting any Borrower or Chargor,

Capitalised terms used above and not otherwise defined on this page or page 1 or 2 or any other continuation page shall have the meaning given to them in Schedule 1 to this Form MG01 All clause references above are a reference to clauses within the Debenture

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DALE HEATING SERVICES (U K) LIMITED
Company Number 02582591

CONTINUATION PAGE 2

- (i) by way of first fixed charge all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,
- (j) by way of first fixed charge all Securities (not charged by clause 5 1(g)),
- (k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Securities,
- (l) by way of first fixed charge all Receivables,
- (m) by way of first fixed charge
 - (i) the Collection Accounts and all monies to which the Chargor is beneficially entitled at any time standing to the credit of the Collection Accounts,
 - (ii) the Prepayment Accounts and all monies to which the Chargor is beneficially entitled at any time standing to the credit of the Prepayment Accounts, and
 - (iii) all accounts of the Chargor with any bank, financial institution or other Person (not charged by clause 5 1(m)(i)) other than Trust Accounts and all monies to which the Chargor is beneficially entitled at any time standing to the credit of such accounts,
- (n) by way of first fixed charge the Intellectual Property specified in part 4 of schedule 3 of the Debenture (*Details of Security Assets*) and listed in Schedule 2 Part 2 of this MG01,
- (o) by way of first fixed charge all Intellectual Property (if any) not charged by clause 5 1(n),
- (p) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (*Security Assignments*), by way of first fixed charge, such Assigned Asset,
- (q) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and
- (r) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

Security assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

- (a) the proceeds of the sale of any Specified Real Property,
- (b) the proceeds of the sale of any Specified P&M,
- (c) the proceeds of the sale of any Charged Securities,
- (d) the proceeds of the sale of any Intellectual Property specified in part 4 of Schedule 3 (*Details of Security Assets*) and listed in Schedule 2 Part 2 of this MG01,
- (e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances,
- (f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances,
- (g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances, and
- (h) the Insurances, all claims under the Insurances and all proceeds of the Insurances

To the extent that any Assigned Asset described in clauses 5 2(a) to 5 2(i) inclusive was not assignable, the assignment which that clause purported to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of an Assigned Asset

Floating Charge

The Chargor charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (*Fixed Charges*), clause 5 2 (*Security Assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

Nature of security

All Security Interests and dispositions created or made by or pursuant to the Debenture are created or made

- (a) in favour of the Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Qualifying floating charge

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

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MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DALE HEATING SERVICES (U K) LIMITED
Company Number 02582591
CONTINUATION SHEET 3

Negative Pledge

Disposition of Security Assets

The Chargor will safeguard and protect all Security Assets for the Agent's general account and make no disposition thereof whether by sale, lease or otherwise except as permitted by the Credit Agreement

Defence of the Agent's and Lenders' Interests

Until (a) payment and performance in full of all of the Secured Obligations and (b) termination of the Debenture, the Security Interests in favour of the Agent created by the Debenture in respect of the Security Assets shall continue in full force and effect. During such period the Chargor shall not, without the Agent's prior written consent, pledge, sell, assign, transfer, create or suffer to exist a Security Interest upon or encumber or allow or suffer to be encumbered in any way, except in each case as permitted under the Credit Agreement, any part of the Security Assets. The Chargor shall defend the Agent's interests in the Security Assets against any and all Persons whatsoever. At any time following demand by the Agent for payment of all Secured Obligations, the Agent shall have the right to take possession of the indicia of the Security Assets and the Security Assets in whatever physical form contained, including labels, stationery, documents, instruments and advertising materials. If the Agent exercises this right to take possession of the Security Assets, the Chargor shall, upon demand, assemble it in the best manner possible and make it available to the Agent at a place reasonably convenient to the Agent. In addition, with respect to all Security Assets, the Agent and Lenders shall be entitled to all of the rights and remedies set forth herein and further provided by Applicable Law. The Chargor shall, and the Agent may, at its option, instruct all suppliers, carriers, forwarders, warehousemen or others receiving or holding cash, cheques, inventory, documents or instruments in which the Agent holds a security interest to deliver same to the Agent and/or subject to the Agent's order and if they shall come into the Chargor's possession, they and each of them, shall be held by the Chargor in trust as the Agent's trustee, and the Chargor will immediately deliver them to the Agent in their original form together with any necessary endorsement.

Capitalised terms used above and not otherwise defined on this page or page 1 or 2 or any other continuation page shall have the meaning given to them in Schedule 1 to this Form MG01

DALE HEATING SERVICES (U.K.) LIMITED
Company Number 02582591

Schedule 1

"ABL Agent" means PNC Bank, National Association, together with its successors and assigns

"ABL Insurances" means Inventory Insurances, P&M Insurances and Real Property Insurances and **"ABL Insurance"** means any policy of insurance falling within any of the definitions of Inventory Insurances, P&M Insurances and Real Property Insurances;

"Account Bank" means HSBC Bank PLC,

"Affiliates" has the meaning given to it in the Credit Agreement,

"Agent" means each of Administrative Agent and Collateral Agent,

"Applicable Law" shall mean all laws, rules and regulations applicable to the Person, conduct, transaction, covenant, Credit Document or contract in question, including all applicable common law and equitable principles; all provisions of all applicable state, federal and foreign constitutions, statutes, rules, regulations, treaties, directives and orders of any Governmental Authority, and all orders, judgments and decrees of all courts and arbitrators,

"Administrative Agent" has the meaning given to it in the Credit Agreement,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5 2 (*Security Assignments*) of the Debenture,

"Assignment Agreement" means an Assignment and Assumption Agreement substantially in the form of Exhibit D of the Credit Agreement, with such amendments or modifications as may be approved by Administrative Agent,

"Borrowers" means Roberts-Gordon LLC, a Delaware limited liability company, Rapid Engineering LLC, a Delaware limited liability company, RG Adding LLC, a Delaware limited liability company, Weather Rite LLC, a Delaware limited liability company, each a **"Borrower"** and collectively the Borrowers,

"Canadian Subsidiary" shall mean Roberts-Gordon Canada Company, an unlimited liability company formed under the laws of the Province of Nova Scotia,

"Charged Securities" means the Securities specified in part 3 of schedule 3 (*Details of Security Assets*) of the Debenture and listed in Schedule 2 part1 of this MG01;

"Charges" means all taxes, charges, fees, imposts, levies or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation and property taxes, custom duties, fees, assessments, liens, claims and charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts, imposed by any taxing or other authority, domestic or foreign (including the PBGC or any environmental agency or superfund), upon the Collateral, any Credit Party or any of its Affiliates,

"Credit Agreement" means the Credit and Guaranty Agreement dated on or about the same date of the Debenture and made between Roberts-Gordon LLC and others (as Borrowers), certain subsidiaries of the Borrowers (as Guarantors), various lenders (as Lenders) and the Agent (as Administrative Agent, Collateral Agent and Lead Arranger), as amended, novated, restated or replaced from time to time,

"Credit Document" means any of the Credit Agreement, the Notes, if any, Collateral Documents, the Fee Letter, the Intercreditor Agreement, and all other documents, instruments or agreements executed and delivered by a Credit Party for the benefit of any Agent or any Lender in connection herewith,

"Credit Party" means each Person who is a Borrower or Guarantor,

"Closing Date" has the meaning given to it in the Credit Agreement;

"Collateral" has the meaning given to it in the Credit Agreement,

"Collateral Agent" has the meaning given to it in the Credit Agreement,

"Collection Account" means each of the accounts held with the Account Bank into which all Receivables are to be collected in accordance with the terms of the Credit Agreement and the Debenture as specified in part 8 of schedule 3 (*Details of Security Assets*) and any replacement or additional account designated as a "Collection Account" by the Agent from time to time,

"Collateral Documents" means the Pledge Agreement, the Lien Waiver Agreements, if any, and all other instruments, documents and agreements delivered by any Credit Party or Pledgors pursuant to the Credit Agreement or any of the Credit Documents in order to grant to Collateral Agent, for the benefit of Secured Parties, a Lien on any real, personal or mixed property of that Credit Party or Pledgor as security for the Secured Obligations,

"Fee Letter" means the letter agreement dated the Closing Date between Roberts-Gordon LLC and Administrative Agent,

"Guarantor" means each Subsidiary of Roberts-Gordon LLC, other than another Borrower, RGGB Limited or Canadian Subsidiary

"Governmental Authority" means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government.

"Insurances" means, save for the ABL Insurances, all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Chargor or in which a Chargor from time to time has an interest,

"Intercreditor Agreement" shall mean the Intercreditor Agreement dated as of the Closing Date between the ABL Agent and the Administrative Agent, as acknowledged and agreed to by the Credit Parties, as amended, restated, modified and supplemented in accordance with its terms,

"Interest Rate Agreement" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement, each of which is (i) for the purpose of hedging the interest rate exposure associated with the Credit Parties' and their

respective Subsidiaries' operations, (ii) approved by Administrative Agent, and (iii) not for speculative purposes,

"Intellectual Property" means all present and future Intellectual Property Rights,

"Intellectual Property Rights" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Chargor,

"Inventory" means raw materials, work in progress and finished goods, being the stock-in-trade of the Chargor,

"Inventory Insurances" means those policies of insurance (if any) specified in part 5 of schedule 3 (*Details of Security Assets*) of the Debenture and listed in Schedule 2 part 3 of this MG01 and any other policies of insurance which may replace those policies of insurance,

"Joint Venture" means a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form, provided, in no event shall any corporate Subsidiary of any Person be considered to be a Joint Venture to which such Person is a party,

"Lead Arranger" has the meaning given to it in the Credit Agreement,

"Lender" means each financial institution listed on the signature pages of the Credit Agreement as a Lender, and any other Person that becomes a party to the Credit Agreement pursuant to an Assignment Agreement,

"Lien" means (i) any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), Charge, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement held or asserted in respect of any asset of any kind or nature whatsoever including any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the UCC or comparable law of any jurisdiction and (ii) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities,

"Lien Waiver Agreements" has the meaning given to it in the Credit Agreement,

"Notes" has the meaning given to it in the Credit Agreement,

"P&M" means all plant, machinery, other capital equipment (excluding Inventory) owned by the Chargor from time to time wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto,

"P&M Insurances" means those policies of insurance specified in part 6 of schedule 3 (*Details of Security Assets*)) and listed in Schedule 2 part 4 of this MG01 and any other policies of insurance which may replace those policies of insurance,

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto,

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, Joint Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities,

"Pledge Agreement" has the meaning given to it in the Credit Agreement;

"Pledgor" and "Pledgors" mean the Persons listed on Schedule 1 1(d) of the Credit Agreement,

"Prepayment Accounts" means each of the blocked accounts to be opened with the Account Bank designated by the Lender as a "Prepayment Account" into which proceeds of sale of certain Security Assets (other than Receivables) are to be collected in accordance with the terms of the Credit Agreement and the Debenture and any replacement or additional account designated as a "Prepayment Account" by the Agent from time to time,

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time, together with

- (i) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (ii) all easements, rights and agreements in respect thereof, and
- (iii) the benefit of all covenants given in respect thereof,

"Real Property Insurances" means those policies of insurance (if any) specified in part 7 of schedule 3 (*Details of Security Assets*)) of the Debenture and listed in Schedule 2 part 5 of this MG01 and any other policies of insurance which may replace those policies of insurance,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

"RGGB Limited" shall mean RGGB Limited, a private limited company formed under the laws of England and Wales,

"Secured Parties" shall mean each of the Agents and Lenders from time to time party to the Credit Agreement,

"Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Chargor, held by a nominee on its behalf or in which such Chargor has an interest at any time,

"Securities Rights" means

- (a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

"Security Interests" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or

- (i) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit),
- (ii) any other security interest of any kind or preferring any obligation of any person, or
- (iii) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security,

"Specified P&M" means the P&M (if any) specified in part 2 of schedule 3 (*Details of Security Assets*) of the Debenture and listed in Schedule 2 part 7 of this MG01,

"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part 1 of schedule 3 (*Details of Security Assets*) of the Debenture and listed in Schedule 2 Part 6 of this MG01, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof,

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, provided, in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding,

"Trust Account" means any account of a Chargor (other than a Collection Account) in which monies are being held by a Chargor on trust for any third party and in which that Chargor has no beneficial interest, and

"UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction

Schedule 2**Part 1****Charged Securities**

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Roberts-Gordon Holdings Limited	Roberts-Gordon Europe Limited	A Ordinary Shares of £1 each	42,857
Roberts-Gordon Holdings Limited	Roberts-Gordon Europe Limited	B Ordinary Shares of £1 each	32,291
Roberts-Gordon Holdings Limited	Roberts-Gordon Europe Limited	B1 Ordinary Shares of £0 01 each	968,730
Roberts-Gordon Holdings Limited	Roberts-Gordon Europe Limited	C Ordinary Shares of £1 each	67,709
Roberts-Gordon Holdings Limited	Roberts-Gordon Europe Limited	Preference Shares of £0 01 each	450,000
Roberts-Gordon Holdings Limited	Process Combustion Limited	Ordinary Shares of £1 each	30,000
Roberts-Gordon Holdings Limited	Radiant Services Limited	Ordinary Shares of £1 each	1,000
Roberts-Gordon Holdings Limited	Heaters Wholesale Limited	Ordinary Shares of £1 each	255
Roberts-Gordon Holdings Limited	Heaters Wholesale Limited	B Ordinary Shares of £1 each	45
Roberts-Gordon Holdings Limited	Dale Heating Services UK Limited	Ordinary Shares of £1 each	100

Part 2**Intellectual Property**

Mark File No.	Country /Area	Reg. No.	Registration Date	Renewal Date	Proprietor
BLACKHEAT BL-T01	CTM	147785	21/8/1998	1/4/2016	Roberts-Gordon Europe Limited
BLACKHEAT (logo) BL-T02	UK	1472675	5/8/1991	5/8/2018	Roberts-Gordon Europe Limited
DUALAIR RG-T20	CTM	1230226	1/7/1999	1/7/2019	Roberts-Gordon Europe Limited
RADIANT SERVICES RGT30-CTM	CTM	8531493	1/2/2010	10/8/2019	Radiant Services Limited

Part 3

Inventory Insurances

Chargor	Insurer	Insured risks	Policy number
Roberts-Gordon Europe Limited	Amlin UK Limited	Stock	TR258080
Process Combustion Limited	Amlin UK Limited	Stock	TR258110

Part 4

P&M Insurances

Intentionally blank

Part 5

Real Property Insurance

Intentionally blank

Part 6

Specified Real Property

Intentionally blank

Part 7

Specified P&M

Intentionally blank



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2582591
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 20 APRIL 2011 AND CREATED BY DALE
HEATING SERVICES (U.K.) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CREDIT PARTY
TO THE AGENTS (INCLUDING FORMER AGENTS) THE
LENDERS OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 7 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MAY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES