

MG01

Particulars of a mortgage or charge



10 9087/13

**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  
particulars of a charge for  
company. To do this, please  
use form MG01s

THURSDAY



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07/02/2013

#11

COMPANIES HOUSE

For official use

1

**Company details**

Company number 0 5 7 9 9 7 8 1

Company name in full TGPP 1 Limited  
(the "Chargor")

**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 d0 d1 m0 m2 y2 y0 y1 y3

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 debenture dated 01 February 2013 granted by the Chargor in favour of  
RBC Europe Limited as trustee for each of the Secured Parties on the  
terms and conditions set out in the Intercreditor Agreement (the  
"Security Trustee") (the "Debenture").

4

**Amount secured**

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

Amount secured

The Chargor has covenanted with the Security  
Trustee that it shall, on demand of the Security  
Trustee pay, discharge and satisfy the Secured  
Obligations and indemnify the Security Trustee and  
each of the Secured Parties against any losses,  
costs, charges, expenses and liabilities arising  
from any breach or failure to pay, discharge and  
satisfy the Secured Obligations in accordance with  
their respective terms.

Capitalised terms used in this MG01 and not defined  
herein have been defined in the Definition  
Schedule

**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

**Continuation page**

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

Name RBC Europe Limited

Address Riverbank House, 2 Swan Lane,  
London

Postcode E C 4 R 3 B F

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

**Fixed Security****1 Mortgage of Real Property**

The Chargor has charged, by way of first legal mortgage, its Mortgaged Property

**2 Fixed charge over Real Property**The Chargor has charged (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*) of the Debenture), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights**3 Fixed charge over Tangible Moveable Property**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

**4 Fixed charge over Accounts**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights

**5 Fixed charge over contracts**The Chargor has charged (to the extent not validly and effectively assigned pursuant to Clause 4.13 (*Assignment of Specific Contracts*))

(Contd )

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## 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

None

### 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 

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 Tamara Brittan [70-40533346]

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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 mortgage 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## 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	<p>or Clause 4 14 (<i>Assignment of Insurance Policies</i>) of the Debenture), by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which the Chargor is a party (except for the Excluded Contracts) (including the Hedging Agreement, each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights</p> <p>6      <b>Fixed charge over Monetary Claims</b></p> <p>The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture) and all Related Rights (to the extent not already charged under Clause 4 6 (<i>Fixed Charge over Monetary Claims</i>) of the Debenture)</p> <p>7      <b>Fixed charge over Investments</b></p> <p>The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)</p> <p>8      <b>Fixed charge over Shares</b></p> <p>The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)</p> <p>9      <b>Fixed charge over Intellectual Property</b></p> <p>The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights</p> <p>10     <b>Fixed charge over goodwill</b></p> <p>The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of the Chargor</p> <p>11     <b>Fixed charge over other assets</b></p> <p>The Chargor has charged (to the extent not validly and effectively assigned pursuant to Clauses 4 12 (<i>Assignment of Accounts</i>) to 4 14 (<i>Assignment of Insurance Policies</i>) of the Debenture) by way of first fixed charge, all of its rights, title and interest from time to time in and to each Control Account, each Specific Contract and each Insurance Policy of the Chargor and all Related Rights in relation to each of those assets</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>12      <b>Assignment of Accounts</b></p> <p>The Chargor has assigned and agreed to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Control Account of the Chargor and all Related Rights</p> <p>13      <b>Assignment of Specific Contracts</b></p> <p>The Chargor has assigned and agreed to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of the Chargor and all Related Rights</p> <p>14      <b>Assignment of Insurance Policies</b></p> <p>The Chargor has assigned and agreed to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of the Chargor and all Related Rights</p> <p><b>Floating Charge</b></p> <p>(a)      The Chargor has charged by way of first floating charge in favour of the Security Trustee all present and future assets and undertaking of the Chargor</p> <p>(b)      The floating charge created pursuant to paragraph (a) of Clause 5 1 (<i>Floating Charge</i>) of the Debenture shall be deferred in point of priority to all Fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Trustee as security for the Secured Obligations</p> <p>(c)      Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5 1 (<i>Floating Charge</i>) of the Debenture</p> <p>The Debenture also contains a covenant for further assurance and negative pledge</p> <p>Capitalised terms used in this MG01 and not defined herein have been defined in the Definition Schedule</p>	

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## 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

#### Definition Schedule:

"**Accession Deed**" means an accession deed substantially in the form set out in Schedule 7 (*Form of Accession Deed*) of the Facility Agreement

"**Account**" means each of the accounts opened or maintained by the Chargor with the Security Trustee, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

"**Accounting Principles**" means generally accepted accounting principles in the United Kingdom

"**Acquisition**" means the acquisition by the Company of the Target Shares on the terms of the Acquisition Documents

"**Acquisition Agreement**" means the sale and purchase agreement dated 19 December 2012 relating to the sale and purchase of the Target Shares and made between the Company and the Vendor

"**Acquisition Documents**" means the Acquisition Agreement, the Disclosure Letter and any other document designated as an "Acquisition Document" by the Agent and the Company

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Facility Agreement

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Facility Agreement

"**Additional Obligor**" means an Additional Borrower or an Additional Guarantor

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

"**Agent**" means RBC Europe Limited as agent of the other Finance Parties

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

"**Ancillary Lender**" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 8 (*Ancillary Facilities*) of the Facility Agreement

"**Ancillary Facility**" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 8 (*Ancillary Facilities*) of the Facility Agreement

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>"<b>Arrangers</b>" means Royal Bank of Canada, Credit Agricole Corporate &amp; Investment Bank and Banc of America Securities Limited as mandated lead arrangers</p> <p>"<b>Borrower</b>" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"<b>Charged Property</b>" means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security</p> <p>"<b>Commitment</b>" means a Term Facility Commitment or Revolving Facility Commitment</p> <p>"<b>Company</b>" means NSMP (TGPP) Limited, a company incorporated in Jersey with registration number 112053</p> <p>"<b>Compliance Certificate</b>" means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) of the Facility Agreement</p> <p>"<b>Control Account</b>" means Account of RBC Europe Limited as described in Schedule 2 (<i>Control Accounts</i>) of the Debenture (and any renewal, redesignation, replacement, subdivision or subaccount of such accounts) and any other Account that may from time to time be identified in writing as a Control Account by the Security Trustee</p> <p>"<b>Creditors</b>" means the Primary Creditors, the Intra-Group Lenders and Midco</p> <p>"<b>Debenture</b>" means a debenture dated 19 December 2012 between the Company as chargor and the Security Trustee</p> <p>"<b>Debt Document</b>" means each of the Intercreditor Agreement, the Finance Documents, the Hedging Agreements, the Security Documents, any agreement evidencing the terms of the Midco Liabilities, any document evidencing the terms of the Intra-Group Liabilities and any other document designated as such by the Security Trustee and the Company</p> <p>"<b>Debtor</b>" means Midco, the Company and any person which becomes a Party as a Debtor in accordance with the terms of Clause 19 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"<b>Delegate</b>" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p>"<b>Disclosure Letter</b>" means the disclosure letter provided in accordance with the Acquisition Agreement</p> <p>"<b>Excluded Contracts</b>" means certain contracts entered into by Teesside Gas &amp; Liquids Processing and Northern Gas Processing Limited as set out in</p>	



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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

#### Short particulars

Schedule 5 (*Excluded Contracts*) of the Debenture

"**Facility**" means the Term Facility or the Revolving Facility

"**Facility Agreement**" means the facilities agreement dated 19 December 2012 between amongst others NSMP (TGPP) Limited, Royal Bank of Canada, Credit Agricole Corporate & Investment Bank and Banc of America Securities Limited as mandated lead arrangers and RBC Europe Limited as agent and Security Trustee

"**Facility Creditors**" means each of the Agent, the Arrangers and the Lenders

"**Fee Letter**" means

- (a) any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in Clause 16 (*Fees*) of the Facility Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in paragraph (f) of Clause 2.2 (*Increase*), Clause 16.5 (*Fees payable in respect of Letters of Credit*) or Clause 16.6 (*Interest, commission and fees on Ancillary Facilities*) of the Facility Agreement or under any other Finance Document

"**Finance Document**" means the Facility Agreement, the Mandate Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company, provided that where the term "Finance Document" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement a Hedging Agreement shall be a Finance Document only for the purposes of

- (a) the definition of "Material Adverse Effect",
- (b) paragraph (a) of the definition of "Permitted Transaction",
- (c) the definition of "Transaction Document",
- (d) the definition of "Transaction Security Document",
- (e) paragraph (a)(iv) of Clause 1.2 (*Construction*) of the Facility Agreement,
- (f) Clause 22 (*Guarantee and Indemnity*) of the Facility Agreement,

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## Particulars of a mortgage or charge

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Short particulars

- (g) Clause 27 (*Events of Default*) (other than paragraph (b) of Clause 27 14 (*Repudiation and rescission of agreements*) and Clause 27 17 (*Acceleration*) of the Facility Agreement),
- (h) Clause 36 (*Notices*) of the Facility Agreement, and
- (i) the definition of "Secured Obligations" III Schedule 13 (*Agreed Security Principles*) of the Facility Agreement

**"Finance Party"** means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender, provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement a Hedge Counterparty shall be a Finance Party only for the purposes of

- (a) the definition of "Secured Parties",
- (b) paragraph (a) (1) of Clause 1 2 (*Construction*) of the Facility Agreement,
- (c) paragraph (c) of the definition of "Material Adverse Effect" of the Facility Agreement,
- (d) Clause 22 (*Guarantee and Indemnity*) of the Facility Agreement,
- (e) Clause 24 9 ("*Know your customer*" checks) of the Facility Agreement, and
- (f) Clause 32 (*Conduct of Business by the Finance Parties*) of the Facility Agreement

**"Financial Indebtedness"** means any indebtedness for or in respect of

- (a) moneys borrowed and debit balances at banks and other financial institutions;
- (b) any amount raised by acceptance under any acceptance credit facility or bill discounting facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles as at the date of the Facility Agreement, be treated as a finance or capital lease but only to the extent of the capitalised value thereof,

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Short particulars

- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis, subject to customary representations),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing classified as such under Accounting Principles,
- (g) for the purposes of Clause 27.5 (Cross default) of the Facility Agreement only, any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution (but not, in any case, Trade Instruments), and
- (i) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clause 4 (Fixed Security) of the Debenture

**"Group"** means the Company, the Target and each of their respective Subsidiaries from time to time

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 30 (Changes to the Obligors) of the Facility Agreement

**"Hedge Counterparty"** means any entity which has become a Party as a Hedge Counterparty in accordance with Clause 28.8 (Accession of Hedge Counterparties) of the Facility Agreement and which is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facility which, at the time that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter either requires or had required or permits or did permit, to be hedged

**"Hedging Letter"** means the letter dated on or before the date of the

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Short particulars

Facility Agreement and made between the Arranger and the Company describing the hedging arrangements to be entered into or which are permitted to be entered into in respect of the interest rate liabilities of the Borrowers of, and in relation to, the Term Facility

**"Holding Company"** means, in relation to a person, any other person in respect of which it is a Subsidiary

**"Insurance Policy"** means certain policies of insurance of the members of the Group as set out in Schedule 7 (*Insurance Policies*) of the Debenture and any policy of insurance in which the Chargor may from time to time have an interest (as amended or supplemented)

**"Intellectual Property"** means the intellectual property specified in Schedule 6 (*Intellectual Property*) of the Debenture and any patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which the Chargor may from time to time have an interest

**"Intercreditor Agreement"** means the intercreditor agreement dated 19 December 2012 and made between, among others, the Company, the Debtors, RBC Europe Limited as Security Trustee, RBC Europe Limited as Agent, the Lenders, the Arrangers, Midco and the Intra-Group Lenders

**"Intra-Group Lenders"** means each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which becomes a Party as an Intra-Group Lender in accordance with the terms of Clause 19 (*Changes to the Parties*) of the Intercreditor Agreement

**"Intra-Group Liabilities"** means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders

**"Investments"** means the securities specified in Schedule 3 (*Shares and Investments*) of the Debenture and any

- (a) stocks, shares, debentures and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares),
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above,

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- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above, and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of the Investments from time to time)

**"Issuing Bank"** means each Party identified as an Issuing Bank in the Facility Agreement and any Party which has become an Issuing Bank pursuant to Clause 6 8 (*Appointment of additional Issuing Banks*) of the Facility Agreement (and if there is more than one such Party, such Parties shall be referred to, whether acting individually or together, as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facility Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

**"Legal Charge"** means a charge by way of legal mortgage in respect of all or any part of the Real Property between the Chargor and the Security Trustee substantially in the form of Schedule 8 (*Form of Legal Charge*) of the Debenture

**"Legal Opinions"** means any legal opinion delivered to the Agent under Clause 4 1 (*Initial conditions precedent*) or Clause 30 (*Changes to the Obligors*) of the Facility Agreement

**"Legal Reservations"** means

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors,
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim,
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction, and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions

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"**Lender**" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2 2 (*Increase*) or Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement

"**Letter of Credit**" means

- (a) a letter of credit, substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) of the Facility Agreement or in any other form requested by the Company and agreed by the Agent with the prior consent of the Majority Lenders and the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Agent with the prior consent of the Majority Lenders and the Issuing Bank

"**Liabilities**" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate at least 66 66 per cent of the Total Commitments (or, if the Total

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Commitments have been reduced to zero, aggregated at least 66 66 per cent of the Total Commitments immediately prior to that reduction)</p> <p><b>"Management"</b> means Andrew Heppel, David O'Donnell and Gareth Williams</p> <p><b>"Mandate Letter"</b> means, together, the mandate and commitment letter dated 9 November 2012 between RBC Capital Markets, London Branch, Credit Agricole Corporate &amp; Investment Bank and the Sponsor and the commitment letter dated 13 December 2012 from Banc of America Securities Limited and Bank of America, N A</p> <p><b>"Material Adverse Effect"</b> means a material adverse effect on the</p> <ul style="list-style-type: none"> <li>(a) business, assets, operations or financial condition of the Group taken as a whole, or</li> <li>(b) the ability of the Obligors taken as a whole to perform their payment obligations under the Finance Documents and/or their obligations under Clause 25 2(Financial condition) of the Facility Agreement, or</li> <li>(c) the validity, legality or enforceability (subject to the Legal Reservations) of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents</li> </ul> <p><b>"Midco"</b> means North Sea Midstream Partners Limited, a company incorporated in Jersey with registration number 112054</p> <p><b>"Midco Liabilities"</b> means Liabilities arising under or in connection with any Shareholder Loan</p> <p><b>"Monetary Claims"</b> means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any Specific Contract, any Excluded Contract, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)</p> <p><b>"Mortgaged Property"</b> means certain freehold and leasehold property specified in Schedule 2 (Mortgaged Property) to the Legal Charge</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor</p> <p><b>"Original Borrower"</b> means NSMP (TGPP) Limited, a company incorporated in Jersey with registration number 112053</p> <p><b>"Original Guarantor"</b> means NSMP (TGPP) Limited, a company incorporated in Jersey with registration number 112053</p>	

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## 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

**"Original Jurisdiction"** means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at 19 December 2012 or, in the case of an Additional Obligor, as at the date on which that Additional Obligor becomes Party as a Borrower or a Guarantor (as the case may be)

**"Original Lender"** means Royal Bank of Canada, Credit Agricole Corporate & Investment Bank and Bank of America, N A as listed in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement

**"Party"** means a party to the Facility Agreement or the Intercreditor Agreement as the context may require

**"Payment"** means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)

**"Permitted Transaction"** means

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents,
- (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group incorporated in the same jurisdiction,
- (c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms, or
- (d) any payments or other transactions contemplated by the Structure Memorandum

**"Primary Creditors"** means the Facility Creditors and the Hedge Counterparties

**"Quasi-Security"** means an arrangement or transaction as described below

- (i) sale, transfer or disposal of any assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group,
- (ii) sale, transfer or disposal of any receivables on recourse terms,
- (iii) arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination



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## 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

of accounts, or

- (iv) any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

**"Real Property"** means (including as provided in Clause 1.8 (*Real Property*) of the Debenture), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which the Chargor has an interest

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

**"Related Rights"** means, in relation to any asset

- (a) the proceeds of sale or rental of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

**"Relevant Jurisdiction"** means, in relation to an Obligor

- (a) its Original Jurisdiction,
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated,
- (c) any jurisdiction where it conducts its business, and
- (d) the jurisdiction whose laws govern the perfection of any of the Transaction Security Documents entered into by it

**"Reliance Parties"** means the Agent, the Arrangers, the Security Trustee, the Issuing Bank, each Hedge Counterparty, each Ancillary Lender and each Original Lender

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

**"Revolving Facility"** means the revolving credit facility made available under the Facility Agreement as described in paragraph (a)(ii) of Clause

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## 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

2 1 (*The Facilities*) of the Facility Agreement

"**Revolving Facility Commitment**" means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Revolving Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with Clause 2 2 (*Increase*) of the Facility Agreement, and
- (b) in relation to any other Lender, the amount of any Revolving Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with Clause 2 2 (*Increase*) of the Facility Agreement

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

"**Secured Obligations**" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

"**Secured Parties**" means the Security Trustee, any Receiver or Delegate and each of the Primary Creditors from time to time but, in the case of each Primary Creditor, only if it is a Party or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 19 9 (*Creditor Accession Undertaking*) of the Intercreditor Agreement

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"**Security Documents**" means

- (a) each of the Transaction Security Documents,
- (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and
- (c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above

"**Selection Notice**" means a notice substantially in the form set out in

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## Particulars of a mortgage or charge

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

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#### Short particulars

Part III of Schedule 3 (*Requests and Notices*) of the Facility Agreement given in accordance with Clause 14 (*Interest Periods*) of the Facility Agreement in relation to the Term Facility

"**Shareholder Loan**" means any loan made by Midco to the Company which is subordinated to the Facilities under the Intercreditor Agreement or otherwise in form and substance satisfactory to the Majority Lenders

"**Shares**" means any stocks, shares, debentures and other securities listed in Schedule 3 (*Shares and investments*) of the Debenture held by, to the order, or on behalf, of the Chargor at any time

"**Specific Contracts**" means each of the Hedging Agreements and the agreements set out in Schedule 4 (*Specific Contracts*) of the Debenture

"**Sponsor**" means ArcLight Energy Partners Fund V, L P

"**Structure Memorandum**" means the structure paper entitled "Project Kinetic" and dated 14 December 2012 describing the Group and the Acquisition and prepared by Deloitte LLP in the agreed form and addressed to, and/or capable of being relied upon by, the Reliance Parties

"**Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purpose shall be treated as including any person where both

- (a) the shares or ownership interests in that person are subject to Security and the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such Security, and
- (b) the holding company of that person no longer holds a majority of the voting rights in respect of the shares or ownership interests in that person

"**Tangible Moveable Property**" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress)

"**Target**" means Teesside Gas Processing Plant Limited, a company incorporated under the laws of England and Wales with registered number 05740797

"**Target Shares**" means all of the shares in the Target

"**Term Facility**" means the term loan facility made available under the Facility Agreement

"**Term Facility Commitments**" means

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## 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

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Term Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other Term Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with Clause 2 2 (*Increase*) of the Facility Agreement, and

(b) in relation to any other Lender, the amount of any Term Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with Clause 2 2 (*Increase*) of the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

**"Total Commitments"** means the aggregate of the Total Term Facility Commitments and the Total Revolving Facility Commitments, being £95,000,000 at the date of the Facility Agreement

**"Total Revolving Facility Commitments"** means the aggregate of the Revolving Facility Commitments, being £5,000,000 at the date of the Facility Agreement

**"Total Term Facility Commitments"** means the aggregate of the Term Facility Commitments, being £90,000,000 at the date of the Facility Agreement

**"Trade Instruments"** means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group arising in the ordinary course of trading of that member of the Group

**"Transaction Documents"** means the Finance Documents and the Acquisition Documents

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

**"Transaction Security Documents"** means this Debenture, the Legal Charge entered into between the Security Trustee, Teesside Gas & Liquids Processing and Northern Gas Processing Limited, the debenture dated 19 December 2012 and entered into between the Company and the Security Trustee and any other document entered into by any Obligor or by Midco creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

**"Treasury Transactions"** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

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### Particulars of a mortgage or charge

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

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Short particulars

"**Utilisation Request**" means a notice substantially in the relevant form set out in Part I or, as the case may be, Part II of Schedule 3 (*Requests and Notices*) of the Facility Agreement

"**Vendor**" means Deutsche Bank AG, London Branch, MatlinPatterson Global Opportunities Partners (Cayman) II LP, MatlinPatterson Global Opportunities Partners II LP, CVI GVF (LUX) Master SARL, Equity Trust Services (UK) Limited and Management



4/c

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

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

**COMPANY NO. 5799781  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 FEBRUARY  
2013 AND CREATED BY TGPP 1 LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO  
ANY SECURED PARTY 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 FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY  
2013**



**Companies House**



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