



Registration of a Charge

Company Name: **A-GAS INVESTMENTS LIMITED**

Company Number: **06004328**



XCYWHEIW

Received for filing in Electronic Format on the: **14/03/2024**

Details of Charge

Date of creation: **08/03/2024**

Charge code: **0600 4328 0008**

Persons entitled: **TRUIST BANK**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6004328

Charge code: 0600 4328 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2024 and created by A-GAS INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2024 .

Given at Companies House, Cardiff on 19th March 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Security Accession Deed

This Security Accession Deed is made on 8 March 2024.

Between:

- (1) **A-GAS GROUP LIMITED**, a company incorporated in England and Wales with registered number 10792666;
- (2) **A-GAS BIDCO LIMITED**, a company incorporated in England and Wales with registered number 10786853;
- (3) **A-GAS (ORB) LIMITED**, a company incorporated in England and Wales with registered number 07488989;
- (4) **A-GAS INVESTMENTS LIMITED**, a company incorporated in England and Wales with registered number 06004328;
- (5) **A-GAS INTERNATIONAL LIMITED**, a company incorporated in England and Wales with registered number 02074334;
- (6) **A-GAS (UK) LIMITED**, a company incorporated in England and Wales with registered number 02752249;
- (7) **A-GAS ELECTRONIC MATERIALS LIMITED**, a company incorporated in England and Wales with registered number 02991666 (together with A-Gas Group Limited, A-Gas Bidco Limited, A-Gas (Orb) Limited, A-Gas Investments Limited, A-Gas International Limited, A-Gas (UK) Limited and A-Gas Electronic Materials Limited, the "**New Chargors**");
- (8) **CLEAN TOPCO LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands, having its registered office at Ugland House Grand Cayman KY1-1104 Cayman Islands ("**Topco**");
- (9) **ARTHUR BIDCO LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands, having its registered office at Ugland House Grand Cayman KY1-1104 Cayman Islands for itself and as agent for and on behalf of each of the existing Chargors (the "**Company**"); and
- (10) **TRUIST BANK**, as security trustee for itself and the other Secured Parties (the "**Collateral Agent**").

Recital:

This deed is supplemental to a Deed dated 14 December 2023 between, amongst others, the Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Deed**").

Now this deed witnesses as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Deed shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Deed will be deemed to be set out in full in this deed, but as if references in those clauses to the Deed were references to this deed.

2. Accession of New Chargors and Topco

2.1 Accession

Each New Chargor and Topco agrees to be a Chargor for the purposes of the Deed with immediate effect and agrees to be bound by all of the terms of the Deed as if it had originally been a party to it as a Chargor, in each case in respect of those of its assets specified herein.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Finance Documents, each New Chargor and Topco covenants, as primary obligor and not only as surety, with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).

2.3 Fixed Security

Subject to Clause 3.5 (*Excluded Assets*) of the Deed and as continuing security for the payment of the Secured Obligations, each New Chargor and Topco charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge all of its Shares and Related Rights.

2.4 Floating Charge

(a) Subject to Clause 3.5 (*Excluded Assets*) of the Deed, as further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all of its present and future assets and undertakings.

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.4.

3. Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Deed.

4. Construction of Deed

The Deed and this deed shall be read together as one instrument on the basis that references in the Deed to "this deed" or "this Deed" will be deemed to include this deed.

5. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed and delivered on the date first above written.

[The rest of this page has been deliberately left blank.]

**SCHEDULE
Shares**

Name of Chargor which holds the shares	Name of company issuing shares	Number and class
Clean Topco Limited	A-Gas Group Limited	1,845,207,702 ordinary shares of £0.01 each
A-Gas Group Limited	A-Gas Bidco Limited	184,362,298 ordinary shares of £1.00 each
A-Gas Bidco Limited	A-Gas (Orb) Limited	482,630 ordinary shares of £0.50 each
A-Gas (Orb) Limited	A-Gas Investments Limited	1 ordinary share of £1.00 each
A-Gas Investments Limited	A-Gas International Limited	4,766,000 ordinary shares of £0.10 each
A-Gas International Limited	A-Gas (UK) Limited	50,000 ordinary shares of £1.00 each
A-Gas International Limited	A-Gas Electronic Materials Limited	88 ordinary shares of £0.10 each

SIGNATORIES TO SECURITY ACCESSION DEED

The New Chargors

EXECUTED as a **DEED** by
A-GAS GROUP LIMITED
acting by

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)
)

[Redacted Signature]

as Director

Name: *RICHARD STEWART*

[Redacted Signature]

Witness

Name: *Willem Ankers*

Address: [Redacted Address]

Occupation: *Group FD*

EXECUTED as a **DEED** by
A-GAS BIDCO LIMITED
acting by

)
)
)

[Redacted Signature]

as Director

Name: *RICHARD STEWART*

[Redacted Signature]

Witness

Name: *Willem Aalbers*

Address:

Occupation: *Group FO*

[Redacted Address]

EXECUTED as a **DEED** by
A-GAS (ORB) LIMITED
acting by

)

)

)

[REDACTED]

as Director

Name: *RICHARD STEWART*

[REDACTED]

Witness

Name: *William Aulbers*

Address:

[REDACTED]

Occupation: *Group FD*


EXECUTED as a **DEED** by
A-GAS INVESTMENTS LIMITED
acting by


as Director

Name: *RICHARD STEWART*


Witness

Name: *William Aulbers*

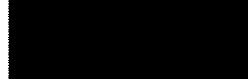
Address: 

Occupation: *Group FD* *J J*


EXECUTED as a DEED by)
A-GAS INTERNATIONAL LIMITED)
acting by)


as Director

Name: RICHARD STEWARD


Witness

Name: William Aubrey

Address: 

Occupation: Group FD

EXECUTED as a **DEED** by
A-GAS (UK) LIMITED
acting by


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)
)


as Director

Name: *RICHARD STEWART*


Witness

Name: *William Aubers*

Address: 

Occupation: *Corby FD*

EXECUTED as a **DEED** by
A-GAS ELECTRONIC
MATERIALS LIMITED
acting by

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)

[REDACTED]

as Director

Name: *RICHARD STEWART*

[REDACTED]

Witness

Name: *William Aullors*

Address: [REDACTED]

Occupation: *Group FD*

Topco

EXECUTED and **DELIVERED** as a **DEED** by
CLEAN TOPCO LIMITED
and signed on its behalf by:

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)
)



as Director

Name: *RICHARD STEWART*



Witness

Name: *Willem Aalkers*

Address:




Occupation: *Gring FD*

The Company

EXECUTED and DELIVERED as a DEED by
ARTHUR BIDCO LIMITED
and signed on its behalf by:

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)
)



as Director

Name: *RICHARD STEWART*



Witness

Name: *William Ankers*

Address:



Occupation: *Group FD*

The Collateral Agent

SIGNED by
TRUIST BANK
acting by:

)
)
)



as Authorised Signatory

Name: Iryna Kolos