

# MG01

## Particulars of a mortgage or charge

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Oyez

**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 for  
company. To do this, please  
use form MG01s

TUESDAY



\*A14L9S03\*

A03

13/03/2012

#145

COMPANIES HOUSE

1

### Company details

Company number

0 6 1 2 0 4 3 1

Company name in full

Aspen Pumps Limited (the "Company")

6

For official use

**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

0 6 / 0 3 / 2 0 1 2

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

Master Guarantee and Security Agreement entered into between (1) PG Bidco Limited ("**Bidco**") (as issuer), (2) PG Topco Limited ("**Topco**"), (3) The Pump Group Limited ("**PGL**"), (4) the Company, (5) Big Foot Systems Limited ("**BFS**") (6) Aspen Oldco Limited ("**AOL**") and (7) Inflexion Private Equity Partners LLP (as security trustee) (the "**Security Trustee**") (the "**Master Guarantee and Security Agreement**")

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### Amount secured

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

Amount secured

Please see attached continuation sheet for definitions

All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or in any other  
capacity whatsoever) of the Company to the Secured Parties (or any  
of them) under

- (a) the Secured Loan Stock Instrument,
- (b) this Master Guarantee and Security Agreement, and/or
- (c) any other Senior Finance Documents to the extent that liabilities  
or obligations under them are expressed to be Secured Liabilities for  
the purposes of this Master Guarantee and Security Agreement,

together with all costs, charges and expenses on a full indemnity basis  
incurred by the Security Trustee in the protection, preservation and  
enforcement of its respective rights in relation thereto (the "**Secured  
Liabilities**")

**Continuation page**

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

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## 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	Inflexion Private Equity Partners LLP
Address	43 Welbeck Street, London
Postcode	W 1 G 8 D X
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	Please see continuation page

#### Continuation page

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

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>N/A</p>	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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).</p> <p>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).</p>	
<b>9</b>	<b>Signature</b>	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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  
**Ryan Hill**

Company name  
**Jones Day**

Address  
**21 Tudor Street**

**London**

Post town

County/Region

Postcode

E C 4 Y 0 D J

Country

DX **DX 67 London/Chancery**

Telephone  
**020 7039 5959**



### 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](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	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 Definitions</p> <p><b>"APL Loan Stock"</b> means the loan stocks constituted by the APL Loan Stock Instruments,</p> <p><b>"APL Loan Stock Instruments"</b> means the loan stock instruments executed on 8 March 2007 pursuant to which the Company constituted the investor loan stock and vendor loan stock therein mentioned,</p> <p><b>"Bidco Loan Stock"</b> means (a) the Bidco A Loan Stock and Bidco B Loan Stock and (b) any other loan stock issued by Bidco which it is agreed by Bidco and the persons to whom it is first issued shall be subject to the subordination provisions of the Deed of Priority,</p> <p><b>"Bidco A Loan Stock Instrument"</b> means the loan stock instrument executed on or about the date of this Master Guarantee and Security Agreement pursuant to which Bidco constituted the A1, A2 and A3 Loan Stock therein mentioned and references to <b>"Bidco A Loan Stock"</b> shall be construed accordingly,</p> <p><b>"Bidco B Loan Stock Instrument"</b> means the loan stock instrument executed on the date of this Master Guarantee and Security Agreement pursuant to which Bidco constituted the B Loan Stock therein mentioned and references to the <b>"Bidco B Loan Stock"</b> shall be construed accordingly;</p> <p><b>"Deed of Priority"</b> means the deed of priority executed on the date of this Master Guarantee and Security Agreement between (1) Inflexion 2006 Buyout Fund Limited Partnership (<b>"Inflexion"</b>), (2) Bernard Leach (<b>"BL"</b>), (3) Bruce Cecil (<b>"BC"</b>), the Security Trustee, (4) Topco, (5) Bidco, (6) PGL, (7) Hamish Middleton (<b>"HM"</b>), (8) Ian Stuart (<b>"IS"</b>), (9) Adrian Thompson (<b>"AT"</b>), (10) the Company, (11) BFS and (12) AOL,</p> <p><b>"Finance Document"</b> means each of the Deed of Priority, the Senior Finance Documents and Junior Finance Documents and any other document designated as such in accordance with the Deed of Priority,</p> <p><b>"Fixtures"</b> means, in relation to any Mortgaged Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company,</p> <p><b>"Insurances"</b> means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest, any proceeds thereof, all rights to demand the same and the debts represented thereby,</p> <p><b>"Investor"</b> means the Security Trustee and any person being an allottee of shares carrying Investor rights under the articles of association of Topco (the <b>"Articles"</b>),</p> <p><b>"Intercreditor Agreement"</b> means the Intercreditor Agreement entered into on the date of this Master Guarantee and Security Agreement between, amongst others, (1) Bidco, (2) the Company and (3) Lloyds TSB Bank Plc (in various capacities) as from time to time amended, restated, supplemented or replaced,</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

**"Junior Creditors"** means Topco, Bidco, PGL, HM, IS and AT and anyone else that adheres to the Deed of Priority as a Junior Creditor,

**"Junior Debt"** has the same meaning as Senior Debt save for Senior Creditors should be read as Junior Creditors;

**"Junior Finance Documents"** means the documents constituting the APL Loan Stock, PGL Loan Stock and Topco Loan Stock,

**"Premises"** means all buildings and erections for the time being comprised within the definition of "Security Assets",

**"Loan Stock"** means APL Loan Stock, PGL Loan Stock, Bidco Loan Stock and Topco Loan Stock or any part of it as the context may require,

**"Mortgaged Property"** means any freehold or leasehold property for the time being comprised in the definition of "Security Assets",

**"Topco A Loan Stock"** means the A loan stock constituted by the Topco A Loan Stock Instrument;

**"Topco A Loan Stock Instrument"** means the loan stock instrument executed on the date of this Master Guarantee and Security Agreement pursuant to which Topco constituted the A Loan Stock therein mentioned,

**"Topco B Loan Stock"** means the B loan stock constituted by the Topco B Loan Stock Instrument,

**"Topco B Loan Stock Instrument"** means the loan stock instrument executed on the date of this Master Guarantee and Security Agreement pursuant to which Topco constituted the B Loan Stock therein mentioned,

**"Topco Loan Stock"** means the Topco A Loan Stock and Topco B Loan Stock and any other loan stock issued by Topco which it is agreed by Topco and the persons to whom it is first issued shall be subject to the subordination provisions of the Deed of Priority,

**"PGL Loan Stock"** means the loan stocks constituted by the PGL Loan Stock Instruments,

**"PGL Loan Stock Instruments"** means the loan stock instruments executed on or about the date of this Master Guarantee and Security Agreement pursuant to which PGL constituted the A and B Loan Stocks therein mentioned;

**"Receiver"** means a receiver and manager, a receiver or manager appointed under the Security Arrangements or any other security document and, as the context permits, shall include administrative receiver as defined in the Insolvency Act 1986,

**"Related Rights"** means in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise any proceeds thereof, all rights to demand the same, and the debts represented thereby;

**"Relevant Liabilities"** means

(a) in respect of a Senior Creditor, Senior Debt, and

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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>(b) in respect of a Junior Creditor, Junior Debt,</p> <p><b>"Secured Parties"</b> means the Security Trustee and each Stockholder,</p> <p><b>"Secured Loan Stock"</b> means the Loan Stock which is secured by the Security Documents or any of them,</p> <p><b>"Secured Loan Stock Instrument"</b> means the loan stock instrument executed on or about the date of this Master Guarantee and Security Agreement pursuant to which Bidco constituted the Loan Stock therein mentioned and any further such instrument constituting additional loan stock of Bidco on the same or substantially the same terms,</p> <p><b>"Securities"</b> means any stock, shares, debentures, bonds and other securities and investments held by the Company,</p> <p><b>"Security Assets"</b> means subject as herein provided, all property assets and undertaking of the Company which are expressed to be the subject of any security interest created hereby or pursuant hereto,</p> <p><b>"Security Documents"</b> means the Master Guarantee and Security Agreement and any other Finance Document for the time being securing or guaranteeing or providing similar assurances for the payment of any Relevant Liabilities,</p> <p><b>"Senior Creditors"</b> means Inflexion, BC, BL, the Security Trustee and any other Investors appointed pursuant to the Articles,</p> <p><b>"Security Interests"</b> means any mortgage, pledge, lien, charge, secured assignment, hypothecation, security trust or security interest,</p> <p><b>"Security Period"</b> means the period beginning on the date hereof and ending on the date upon which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Security Interests hereby created have been unconditionally and irrevocably released and discharged,</p> <p><b>"Senior Debt"</b> means all present and future indebtedness and all other present and future obligations and liabilities at any time due, owing or incurred by any of Bidco and/or Topco, PGL, the Company, AOL and/or BFS to any Senior Creditor or Senior Creditors, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, under the Senior Finance Documents (or any of them), both actual and contingent (including under any express or implied obligations of indemnity for guarantees or similar commitment) and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <p>(i) any refinancing, novation, deferral or extension,</p> <p>(ii) any claim for damages or restitution, and</p> <p>(iii) any claim as a result of any recovery by Bidco and/or Topco, PGL, the Company, AOL and/or BFS of a payment or discharge on the grounds of preference,</p> <p>(iv) and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings,</p>	

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Senior Finance Documents"** means the Senior Loan Stock Instruments, the Security Documents and all other documents (i) evidencing or regulating or securing or guaranteeing or providing assurances for payment of any monies on or in respect of any Senior Loan Stock and/or other amounts liabilities or obligations owing under any investment agreement and/or under any other funding arrangements made available or supported by any Investor or Investors and/or (ii) specified in any of the foregoing documents to be Senior Finance Documents,

**"Senior Loan Stock Instruments"** means the instruments constituting the Senior Loan Stock,

**"Senior Loan Stock"** means the Bidco A Loan Stock and any other loan stocks issued by Bidco, Topco, PGL, the Company, BFS and/or AOL and/or a person who becomes an obligor under the Deed of Priority and constituting Senior Debt, and all Senior Debt relating to them respectively,

**"Stockholders"** means the holders of the Secured Loan Stock and any other Senior Creditors to which Secured Liabilities are owing (even if not yet due) or (if the context so admits have been owed,

**2 Priority Arrangements**

This Master Guarantee and Security Agreement is entered into subject to the terms of the Intercreditor Agreement and any other priority arrangements from time to time entered into with consent of Investors. If there are any inconsistencies between the terms of this Master Guarantee and Security Agreement and the Intercreditor Agreement or such other priority arrangements, then the Intercreditor Agreement or (if the inconsistency is only with the other priority arrangements) such priority arrangements shall take precedence

**3 Security Arrangements**

**3.1 Covenant To Pay**

The Company as primary obligor has covenanted with the Security Trustee that it will pay or discharge the Secured Liabilities on the due date(s) therefor

Any amount not paid when due shall bear interest (as well after as before judgment, payable on demand and compounded monthly) at the relevant default rate set out in the Secured Loan Stock Instrument from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full

**3.2 Fixed Security**

The Company with full title guarantee, as security for the payment of all Secured Liabilities

(1)

(a) has charged in favour of the Security Trustee by way of legal mortgage

(i) all its right title and interest in the Mortgaged Property together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants, and



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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

- (ii) all estates or interests in any other freehold or leasehold property wheresoever situate now or hereafter belonging to it and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants,
- (b) by way of fixed charge, to the extent that they are not the subject of a mortgage under paragraph 3 2(1)(a) above, all estates or interest in any freehold or leasehold land and all immovable assets belonging to the Company or in which the Company may have an interest, in each case at any time regardless (as regards immoveable assets) of their location,
- (c) has charged to the Security Trustee by way of fixed charge all Securities together with all Related Rights accruing thereto,
- (d) has assigned to the Security Trustee by way of absolute assignment (subject to the proviso hereinafter contained) all of the Insurances,
- (e) has assigned to the Security Trustee by way of absolute assignment (subject to the proviso hereinafter contained) all of its present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing,
- (f) (to the extent that the same are not the subject of a specific assignment or charge pursuant to the foregoing paragraphs) has charged to the Security Trustee by way of fixed charge all its rights and benefits under any agreements, entered into by it (including all rights of enforcement of the same and all causes of action in relation thereto and in relation to any representations connected therewith), any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, any beneficial interest, claim or entitlement of the Company in any pension fund, the Company's present and future goodwill, the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and the Company's present and future uncalled capital.
- (2) The assignments by the Company in paragraph 3.2(1) above are subject to the proviso that following the end of the Security Period the Security Trustee shall reassign to the Company or other person entitled thereto (without recourse or warranty and at the Company's expense) the subject matter of those assignments or, as the case may be, the balance thereof or other property or assets representing the same
- 4 3 Floating Charge**
- (1) The Company with full title guarantee, as security for the payment and performance of the Secured Liabilities, charges in favour of the Security Trustee by way of floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged, charged by way of fixed charge, or assigned by the this Master Guarantee and Security Agreement
- (2) The Security Trustee by notice to the Company may convert the floating charge hereby created into a specific charge as regards

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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) subject first to obtaining any consent required under any priority arrangements, all or any of the Company's assets specified in the notice if

(i) the security constituted hereby shall become immediately enforceable, or

(ii) the Security Trustee considers such assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or

(b) any Security Asset which becomes the subject of a Security Interest granted by the Company other than with the consent of the Security Trustee

(3) The floating charge hereby created shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge

(a) on the appointment of a trustee in bankruptcy, liquidator, administrator or similar officer to the Company or on the making of any administration application (as defined in the Enterprise Act 2002 or otherwise), or

(b) on the making of any order or the passing of any resolution of the Company for the liquidation, winding-up or dissolution of the Company, or

(c) on the appointment by the Security Trustee of a Receiver or Receivers of the whole or any part of the Security Assets, or

(d) on the occurrence of any other event of default under the Secured Loan Stock Instrument

(4) The Company shall not (and shall procure that its directors shall not) make any administration application (as defined in the Enterprise Act 2002 or otherwise) in respect of the Company, nor take any step to appoint an administrator thereof.

(5) Service by the Security Trustee of a notice pursuant to paragraph 3 3(2) in relation to any class of the Company's assets shall not be construed as a waiver or abandonment of the Security Trustee's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Security Trustee

### 4 4 Continuing Security

(1) The Security Interests constituted hereby shall be continuing and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

(2) If for any reason the Security Interests constituted hereby cease to be a continuing security such Security Interests shall remain effective as security in respect of the Secured Liabilities at the date of such cessation regardless of any subsequent increase or reduction in the amounts of any sums constituting Secured Liabilities

(3) Where any discharge (whether in respect of the obligations of the Company or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Company under this Master Guarantee and Security Agreement shall continue as if the discharge or arrangement had not occurred. The Security Trustee may concede or compromise any claim that any present security or other disposition is liable to avoidance or restoration

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

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Short particulars

(4) Each part of the security hereby created shall be in addition to and shall not operate so as in any way to prejudice or affect (or be prejudiced or affected by) the security created by any deposit which may already have been or may hereafter be made with the Security Trustee (in whatever branch or office) of any title deeds and documents (whether relating to the Mortgaged Property or otherwise) or by any bill note guarantee mortgage charge pledge or other security or remedy or lien on any property (whether real personal or in action) which the Security Trustee may now or at any time hereafter hold for or in respect of the Secured Liabilities to the intent that the security hereby created shall not merge therein nor shall any such security merge herein

### 3 5 When Security Becomes Enforceable

(1) The security constituted hereby shall become immediately enforceable upon

(a) any of the Secured Liabilities not being paid in full when due,

(b) the occurrence of an event of default under the Secured Loan Stock Instrument, or

(c) the Security Trustee or otherwise becoming entitled to demand repayment of any of the Secured Liabilities prior to any specified maturity date therefor,

and the power of sale and other powers conferred by Section 101 of the Law of Property Act, 1925 as varied or amended by this Master Guarantee and Security Agreement shall be immediately exercisable upon and at any time thereafter

(2) After the security constituted hereby has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of such security in such manner as it sees fit, but subject always to any priority arrangements set out in the Secured Loan Stock Instrument

### 3 6 Further Assurances

The Company shall at its own expense execute and do all such assurances, acts and things as the Security Trustee may require for perfecting the Security Interests intended to be created hereby over the Security Assets or any part thereof or for facilitating the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any Receiver of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid To that intent, the Company shall in particular but without limitation execute all transfers, conveyances, assignments and assurances of the Security Assets or any part hereof whether to the Security Trustee or to its nominees and give all notices, orders and directions and make all registrations which the Security Trustee may think expedient Without prejudice to the generality of the foregoing, the Company will forthwith at the request of the Security Trustee execute a legal mortgage, charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security hereby created in favour of the Security Trustee in such form as the Security Trustee may require in the form of the Security Arrangements mutatis mutandis, incorporating such amendments as the Security Trustee may require having regard to the nature of the asset, the Security Interest to be created and any change in law

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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

### 3 7 Power of Attorney

The Company hereby by way of security and in order more fully to secure the performance of its obligations hereunder irrevocably appoints the Security Trustee and every Receiver of the Security Assets or any part thereof appointed hereunder and every such delegate or sub delegate as aforesaid to be its attorney acting severally, and on its behalf and in its name or otherwise, to execute and do all such assurances, acts and things which that Company ought to do under the covenants and provisions contained in this Master Guarantee and Security Agreement (including, without limitation, to make any demand upon or to give any notice or receipt to any person owing moneys to that Company and to execute and deliver any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Master Guarantee and Security Agreement or by statute on the Security Trustee or any such Receiver, delegate or sub-delegate and (without prejudice to the generality of the foregoing) to sell and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may deem proper in or for the purpose of exercising any of such powers, authorities and discretions. The Company hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in this clause 3 7 shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such clause



FILE COPY

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

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

COMPANY NO. 6120431  
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MASTER GUARANTEE AND  
SECURITY AGREEMENT DATED 6 MARCH 2012 AND CREATED  
BY ASPEN PUMPS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO THE SECURED  
PARTIES 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 13 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MARCH 2012

dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES