

500081 / 13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

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

WEDNESDAY



L1M6DU1Q
21/11/2012 #12
COMPANIES HOUSE

1 Company details

Company number 0 6 5 5 1 6 6 6

Company name in full A&A UK HOLDING LIMITED

3 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 d0 d2 m1 m1 y2 y0 y1 y2

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 Charge Over Shares and Securities granted by A&A UK Holding Limited (the "Company") in favour
of Coöperatieve Rabobank Westland U A (the "Lender") (the "Charge")

4 Amount secured

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

Amount secured All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever) of each Obligor to the Lender together with all
costs, charges, losses, liabilities, expenses and other sums and taxes
incurred thereon by the Lender which are, or are expected to be, or
may become due, owing and payable by any Obligor and "Secured
Liabilities" shall mean any such obligation or liability

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

MG01

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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	Coöperatieve Rabobank Westland U A
Address	Postbus 9, 2670 AA Naaldwijk
	The Netherlands
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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

Continuation page

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

Short particulars

The Company has charged by way of first fixed charge all present and future Charged Investments and their proceeds of sale

The Company has covenanted with the Lender that it will not

(a) create or permit to subsist any Security Interest on any Charged Investment, or

(b) assign, permit or agree to any variation of the rights attaching to the whole or any part of the Charged Investments, or

(c) sell, transfer, licence, grant any option over or otherwise dispose of or agree to dispose of any Charged Investment

The Company further assured that it shall, at the direction of the Lender given at any time, forthwith, execute and deliver to the Lender all transfers and other documents and do all such things as may be necessary or desirable

(a) to register all or any of the Charged Investments in the name of the Lender or its nominee, or

(b) for creating, registering, perfecting, maintaining or protecting the security created by the Charge, or

(c) for creating a fixed charge over any of the Charged Investments, or

(d) to facilitate the realisation of all or any of the Charged Investments after the Charge has become enforceable or the exercise of any right, power or discretion vested in the Lender or the Attorney in relation to any Charged Investment or the Charge


MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>DEFINITIONS</p> <p>"Accruing Property" means all stocks, shares or other securities, rights or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any of the Charged Investments including previous Accruing Property</p> <p>"Attorney" means an attorney of the Chargor appointed under the Charge</p> <p>"Borrower" means any person who is named as a borrower in the Loan Agreements as at the date they are signed</p> <p>"Charged Investments" means all the shares, loan capital, securities, bonds and warrants the Chargor may be legally or beneficially entitled to in the share or loan capital of the Companies and together with all Accruing Property</p> <p>(a) all rights accruing or incidental to those investments from time to time, and</p> <p>(b) all dividends, interest and other income (not being Accruing Property), arising out of, or accruing due in respect of, Charged Investments (and references to the Charged Investments include references to all or any of the above property and rights),</p> <p>(c) any further securities whatsoever issued by any Company to the Chargor or substituted or added from time to time pursuant to the provisions of the Charge</p> <p>"Companies" means the English companies Thanet Energy Limited (no 6488873) and TG1 Holding Limited (no 7871683)</p> <p>"Co-obligors", if any, means any person who is named as a co-obligor in the Loan Agreements</p> <p>"Loan Agreements" means the Dutch law governed agreements dated 9 January 2009 and 29 April 2009 entered into by, inter alios, the Chargor and the Co-Obligors, as amended, varied or supplemented from time to time in accordance with their terms, or, as the case may be, with the agreement of the relevant parties</p> <p>"Obligor" means the Chargor, the Borrower, the Co-obligors and (to the extent not included in the foregoing) any subsidiary (as defined in the Companies Act 2006) of the Chargor as at the date of the Charge or any person which may subsequently become such a subsidiary</p>	

MG01

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7	Particulars as to commission, allowance or discount (if any)	
	<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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount		
8	Delivery of instrument	
	<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>	
9	Signature	
	Please sign the form here	
Signature	<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> Signature X </div>  <div style="display: flex; justify-content: space-between;"> X </div> </div>	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

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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 **Richard Beresford**

Company name **McGuireWoods London LLP**

Address **11 Pilgrim Street**

Post town **London**

County/Region

Postcode **E C 4 V 6 R N**

Country **UK**

DX **249 London/Chancery Ln**

Telephone **020 7632 1682**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6551666
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SHARES AND
SECURITIES DATED 2 NOVEMBER 2012 AND CREATED BY A&A
UK HOLDING LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM EACH OBLIGOR TO COOPERATIEVE
RABOBANK WESTLAND U.A. ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 21 NOVEMBER
2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER
2012**



Companies House



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