

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

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



L57F0WDL

LD3

03/08/2011

22

COMPANIES HOUSE

1 Company details

Company number 0 0 5 4 2 5 1 5

Company name in full BP International Limited (the "Chargor")

5 For official use

→ Filling 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 02 07 2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Deed of Charge (the "Security Document") dated 27 July 2011 between the Chargor, BP Oil
International Limited and Societe General (the "Bank")

4 Amount secured

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

Amount secured The "Liabilities", which are defined in the Security Document as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by the Chargor to the Bank under or in connection
with any Finance Document (in each case, whether alone or jointly, or
jointly and severally, with any other person, whether actually or
contingently and whether as principal, surety or otherwise)

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

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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

Continuation page

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

Name Societe Generale

Address 29 Boulevard Haussmann, 75009, Paris, France

Postcode 7 5 0 0 9

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

PLEASE SEE ATTACHED CONTINUATION PAGES.

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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 Linklaters LLP

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 Adam Cowan

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region United Kingdom

Postcode EC2Y 8HQ

Country

DX 10 LONDON/CHANCERY

Telephone 020 7456 2000



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

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

Short particulars of all the property mortgaged or charged

Continuation page 1

BP International Limited (00542515)

CHARGE

- (1) Each of the Chargor and BP Oil International Limited, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Bank by way of first fixed charge all its present and future right, title and interest in and to all receivables and to all monies of whatever nature due, owing or payable to it under or in connection with the Relevant Product Onsale Contracts and any claims, awards and judgments in favour of the Chargor or BP Oil International Limited under or in connection with the Relevant Product Onsale Contracts (the "Fixed Charge Assets")
- (2) Each of the Chargor and BP Oil International Limited, with full title guarantee charges to the Bank, by way of first floating charge, all its undertaking, property, assets and rights under or in relation to the Fixed Charge Assets at any time not effectively charged or assigned pursuant to the fixed charge under (1) above (the "Floating Charge Assets")

Note 1: In this Form, except to the extent that the context requires otherwise

"**Consignment**" means the Product to be delivered to BP Oil International Limited pursuant to the terms of a Product Purchase Contract

"**Deed of Security Assignment**" means a deed of assignment entered into between BP Oil International Limited (for itself and as agent for and on behalf of the Chargor) and the Bank in relation to certain Product Onsale Contracts and/or related Purchaser Credit Support, substantially in the form set out in Schedule 3 (*Pro-forma Deed of Security Assignment*) of the Facility Agreement

"**Escrow Account Deed of Charge**" means the deed of charge entered into between BP Oil International Limited, the Chargor and the Bank on 27 July 2011 in relation to the escrow account specified in the Escrow Agreement

"**Escrow Agreement**" means the escrow agreement entered into on 27 July 2011 between BP Oil International Limited, the Bank and Citibank, N A , London Branch

"**Facility Agreement**" means the US\$500,000,000 uncommitted secured facility agreement dated 27 July 2011 between the Chargor (acting via its agent BP Oil International Limited), BP Oil International Limited and the Bank

"**Finance Documents**" means the Facility Agreement, the Escrow Agreement, the Security Document, the Escrow Account Deed of Charge, any Deed of Security Assignment and any Third Party Hedging Deed of Security Assignment

"**Letter of Credit**" means an irrevocable standby letter of credit or documentary letter of credit (and "**Letter of Credit**" means either one of them) in each case in the form requested by BP Oil International Limited and agreed by the Bank acting reasonably

"**Product**" means crude oil and petroleum products

"**Product Onsale Contract**" means a contract for the sale of a Consignment entered into by BP Oil International Limited with a Purchaser that has been designated as a Product Onsale Contract by the

Short particulars of all the property mortgaged or charged

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BP International Limited (00542515)

Bank pursuant to clause 16.4 of the Facility Agreement and the conditions to which such designation is subject have been satisfied (or, at the discretion of the Bank, waived)

"Product Purchase Contract" means a contract entered into by BP Oil International Limited for the purchase, prefinancing, processing, tolling or exchange of Products in respect of which a Letter of Credit has been issued

"Purchaser Credit Support" means any credit support identified in clauses 16.1.4 and 16.2.2(i) of the Facility Agreement

"Purchaser" means the purchaser of a Consignment from BP Oil International Limited pursuant to the terms of a Product Onsale Contract

"Relevant Product Onsale Contract" means each contract designated as a Product Onsale Contract by the Bank pursuant to clause 16.4 of the Facility Agreement, other than a Product Onsale Contract assigned in favour of the Bank pursuant to a Deed of Security Assignment

"Third Party Hedging Agreement" means a hedging agreement entered into by BP Oil International Limited or the Chargor and an acceptable third party in connection with a Product Onsale Contract

"Third Party Hedging Deed of Security Assignment" means any deed of assignment entered into between BP Oil International Limited or the Chargor and the Bank in relation to a Third Party Hedging Agreement

Short particulars of all the property mortgaged or charged

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BP International Limited (00542515)

Note 2. The Security Document provides that

- (1) **Security.** Neither of the Chargor or BP Oil International Limited shall create or permit to subsist any security over the Charged Assets, except as permitted by Clause 17.5 (*Further Security*) of the Facility Agreement
- (2) **Disposal.** Neither of the Chargor or BP Oil International Limited shall (nor will they agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of the Charged Assets other than in accordance with the Finance Documents
- (3) **Conversion by notice:** The Bank may, in its sole discretion, by written notice to the Chargor or BP Oil International Limited, convert all or part of the floating charge into a fixed charge by giving notice to that effect to the Chargor or BP Oil International Limited and specifying the identity of the assets concerned. This may be done if the Bank considers it desirable to do so in order to protect or preserve the charges over those Floating Charge Assets and/or the priority of those charges and/or while an Enforcement Event is continuing
- (4) **Automatic crystallisation.** The floating charge shall crystallise automatically on any Floating Charge Assets over which a security interest in favour of a third party arises or in respect of which execution is levied. Such crystallisation shall be deemed to occur immediately prior to the creation of the security interest or levy of execution

For the purposes of this Note 2

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"**Charges**" means all or any of the security created or expressed to be created by or pursuant to the Security Document

"**Enforcement Event**" means the exercise by the Bank of any of its rights pursuant to clause 20.2 (*Acceleration*) of the Facility Agreement

"**Group**" means BP plc and its Subsidiaries

a "**security**" shall be construed as a reference to any mortgage, charge, pledge, lien or other security interest (other than (a) a lien arising by operation of law or provided for in any agreement entered into by a member of the Group having the same effect as a lien arising by operation of law, (b) any right of set-off and/or consolidation of accounts with respect to credit balances with financial institutions and banker's liens with respect to property held by financial institutions, and (c) any security arising by way of retention of title to goods by the supplier of such goods where such goods are supplied on credit subject to the retention of title and are acquired in the ordinary course of business)

"**Subsidiary**" shall have the meaning attributed to that term by Section 1159 of the Companies Act 2006

Short particulars of all the property mortgaged or charged

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BP International Limited (00542515)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 542515
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 27 JULY
2011 AND CREATED BY BP INTERNATIONAL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SOCIETE GENERALE 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 3 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 AUGUST 2011

LC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES