

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**

You cannot use this form  
particulars of a charge for  
company. To do this, please  
form MG01s

THURSDAY



A19

\*A216XBTS\*

31/01/2013

#101

COMPANIES HOUSE

1

**Company details**

Company number 0 2 6 6 9 9 3 6

Company name in full CIECO EXPLORATION AND PRODUCTION (UK) LIMITED  
(the "Company")

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 d3 d0 m0 m1 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 CHARGE OVER BANK ACCOUNTS dated 30 January 2013 between the Company and the Lender  
Party (the "Charge over Bank Accounts")

4

**Amount secured**

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

Amount secured All sums of principal, interest and any other amounts payable or  
becoming payable as at 30 January 2013 or thereafter (whether at  
stated maturity, upon acceleration or otherwise) by the Company  
to the Secured Parties pursuant to the Finance Documents (the  
"Indebtedness")

Continued on continuation page

**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	MIZUHO CORPORATE BANK, LTD
Address	Bracken House, One Friday Street, London as agent for itself and the other Secured Parties (the "Lender Party")
Postcode	E C 4 M 9 J A
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

#### 1 CHARGING CLAUSES

(a) The Company, as security for the payment of the Indebtedness, has charged by way of first fixed charge in favour of the Lender Party (as trustee for itself and the other Secured Parties) with full title guarantee all of its right, title and interest in and to the DSRA Fixed Deposit and the Debt Service Reserve Account

(b) As further security for the payment to the Secured Parties of the Indebtedness the Company with full title guarantee has charged in favour of the Lender Party by way of floating charge all of its right, title and interest in and to the DSRA Floating Deposit, the WIDP Deposit and the WIDP Accounts

#### 2. CONVERSION OF FLOATING CHARGE

2 1 Without prejudice to the position at law, the floating charge created by clause 3(b) of the Charge over Bank Accounts, as set out in clause 1(b) above, will automatically convert into a fixed charge on the first to occur of

(a) the appointment of a liquidator to the Company, or

(b) the making of an order or the passing of a resolution for the winding-up or dissolution of the Company, or

(c) the appointment of a receiver of the whole or any part of the Charged Property

2 2 The Lender Party may by notice to the Company convert the floating charge created by the Charge over Bank Accounts into a specific charge as regards such assets as it shall specify in the notice in the event that

(a) an Event of Default has occurred under the Bank Loan Agreement and is continuing unremedied and unwaived, or

Continued on continuation page

# MG01

## 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

N/A

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

Asmund LLP.

X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## 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 AMD/NIS07 00007/27466221 (LDN)

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### 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)

# MG01 - continuation page

## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this Form MG01</p> <p>"Account Bank" means Mizuho Corporate Bank, Ltd ,</p> <p>"Arranger" means Mizuho Corporate Bank, Ltd ,</p> <p>"Bank Loan Agreement" means the loan agreement dated on or about 30 January 2013 and entered into between, among others, the Company, the Lender, the Arranger, the Bank Loan Facility Agent and the Account Bank,</p> <p>"Bank Loan Facility Agent" means Mizuho Corporate Bank, Ltd ,</p> <p>"Borrower" means CIECO Exploration and Production (UK) Limited (CRN 02669936),</p> <p>"Borrower EOD" means an event of Default constituted by an event or occurrences which is determined as a Borrower EOD pursuant to schedule 3 of the Bank Loan Agreement,</p> <p>"Charged Property" means the assets charged to the Lender Party by the Charge over Bank Accounts,</p> <p>"Debt Service Reserve Account" means the GBP checking account held and maintained by the Borrower at the Account Bank London Branch (more particular details of which are set out in the Charge over Bank Accounts) including interest-earning GBP time deposits that are deposited from time to time with the Account Bank, which shall be created with funds debited from the checking account at the Borrower's request,</p> <p>"Default" means any event or circumstance that, with the giving of notice, the lapse of time or both, would constitute an Event of Default,</p> <p>"DSRA Fixed Deposit" means all monies in any currency together with all interest and other sums accruing thereon from time to time standing to the credit of the Debt Service Reserve Account and which in aggregate is less than or equal to the DSRA Required Balance and all of the rights of the Company in relation thereto,</p> <p>"DSRA Floating Deposit" means all monies in any currency together with all interest and other sums accruing thereon from time to time standing to the credit of the Debt Service Reserve Account and which in aggregate is in excess of the DSRA Required Balance and all of the rights of the Company in relation thereto,</p> <p>"DSRA Required Balance" means the DSRA Required Balance as such term is defined in the Bank Loan Agreement,</p> <p>"Event of Default" means WIDP EOD and Borrower EOD,</p> <p>"Finance Documents" means each Finance Document as such term is defined in the Bank Loan Agreement,</p> <p>"Lender" means Mizuho Corporate Bank, Ltd ,</p> <p>"Receiver" means a receiver appointed under the Charge over Bank Accounts,</p> <p>"Secured Parties" means the Lender, the Arranger, the Bank Loan Facility Agent and any Receiver,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"WIDP Account (GBP)" means the GBP checking account held and maintained by the Borrower at the Account Bank London Branch (more particular details of which are set out in the Charge over Bank Accounts) including interest-earning GBP time deposits that are deposited from time to time with the Account Bank, which shall be created with funds debited from the checking account at the Borrower's request,</p> <p>"WIDP Account (USD)" means the USD checking account held and maintained by the Borrower at the Account Bank London Branch (more particular details of which are set out in the Charge over Bank Accounts) including interest-earning USD time deposits that are deposited from time to time with the Account Bank, which shall be created with funds debited from the checking account at the Borrower's request,</p> <p>"WIDP Accounts" means the WIDP Account (GBP) and the WIDP Account (USD),</p> <p>"WIDP Deposit" means all monies in any currency together with all interest and other sums accruing thereon from time to time standing to the credit of each WIDP Account and all of the rights of the Company in relation thereto, and</p> <p>"WIDP EOD" means an event of Default constituted by an event or occurrences which is determined as a WIDP EOD pursuant to schedule 3 of the Bank Loan Agreement</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="304 342 1021 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="304 398 1442 483">(b) the Lender Party is reasonably of the view that such assets are in danger of being seized, that any legal process or execution being enforced against such assets or that such assets are otherwise in jeopardy</p> <p data-bbox="304 539 798 566"><b>3 ENFORCEMENT OF FLOATING CHARGE</b></p> <p data-bbox="304 600 1485 712">3 1 Without prejudice to the right of the Lender Party to enforce any fixed security created by the Charge over Bank Accounts in accordance with the terms of clause 13 (Enforcement and Powers of the Lender Party) thereof, the security conferred by the floating charge created by the Charge over Bank Accounts will only become enforceable if</p> <p data-bbox="304 741 1485 797">(a) the Company requests the Lender Party to appoint a receiver of all or any part of the Charged Property, or</p> <p data-bbox="304 826 1394 882">(b) a petition is presented for the appointment of an administrator or similar officer to the Company</p> <p data-bbox="304 911 1437 967">3 2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Charge over Bank Accounts</p> <p data-bbox="304 1023 606 1050"><b>4 FURTHER ASSURANCE</b></p> <p data-bbox="304 1084 1458 1169">The Company will, at its own expense, promptly following request by the Lender Party, execute such deeds and other agreements and otherwise take whatever action the Lender Party may require to the extent reasonably necessary</p> <p data-bbox="304 1198 1474 1254">(a) to perfect and/or protect the security created (or intended to be created) by the Charge over Bank Accounts,</p> <p data-bbox="304 1283 1118 1310">(b) to facilitate the realisation or enforcement of such security, and</p> <p data-bbox="304 1339 1485 1512">(c) to facilitate the exercise of any of the Lender Party's rights, powers or discretions under the Charge over Bank Accounts, including the conversion of charges created by the Charge over Bank Accounts into assignments, equitable security created by or in connection with the Charge over Bank Accounts to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever in connection with the accounts that are the subject of the Charge over Bank Accounts and the giving of all notices, orders, instructions and directions whatsoever</p> <p data-bbox="304 1568 948 1594"><b>5 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</b></p> <p data-bbox="304 1628 564 1655">The Company will not</p> <p data-bbox="304 1684 1469 1796">(a) create or agree to create or permit to subsist any assignment by way of security, charge, right of set-off, security trust, encumbrance, any other security interest or any other agreement or arrangement having the commercial effect of conferring security over all or any part of the Charged Property,</p> <p data-bbox="304 1825 1477 1881">(b) sell, transfer, assign, factor or otherwise deal with or dispose of all or any part of the Charged Property or the right to receive or to be paid the same, or agree or attempt to do so, or</p> <p data-bbox="304 1910 1426 1966">(c) withdraw or attempt to withdraw the whole or any part of the DSRA Fixed Deposit, DSRA Floating Deposit or the WIDP Deposit,</p> <p data-bbox="304 2000 1394 2056">except as permitted under the Finance Documents or with the prior written consent of the Lender Party</p>



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

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

**COMPANY NO. 2669936  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER BANK ACCOUNTS  
DATED 30 JANUARY 2013 AND CREATED BY CIECO  
EXPLORATION AND PRODUCTION (UK) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE SECURED PARTIES 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 31  
JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY  
2013

