



**Registration of a Charge**

Company name: **SONATRACH GAS MARKETING UK LIMITED**

Company number: **05646983**



X99ZNY9

Received for Electronic Filing: **24/07/2020**

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**Details of Charge**

Date of creation: **13/07/2020**

Charge code: **0564 6983 0003**

Persons entitled: **SOCIETE GENERALE, LONDON BRANCH**

Brief description: **NONE**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **WE 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 PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO EACH OTHER PART OF SUCH CHARGING INSTRUMENT**





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

Company number: 5646983

Charge code: 0564 6983 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th July 2020 and created by SONATRACH GAS MARKETING UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2020 .

Given at Companies House, Cardiff on 27th July 2020

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

**THIS DEED OF CHARGE OVER ACCOUNT** is made the 13<sup>th</sup> day of July 2020, between:

- (1) **SONATRACH GAS MARKETING UK LIMITED**, a company incorporated in England and Wales with its registered office at Flat 5, Panton House, 25.26 Haymarket, London SW1Y 4EN (the "**Chargor**"); and
- (2) **SOCIETE GENERALE, LONDON BRANCH** of One Bank Street, Canary Wharf, London E14 4SG including its successors, assigns and transferees by novation (the "**Bank**").

**WHEREAS:**

- (A) The Bank has agreed to issue the Instrument (relating to the Chargor's gas transportation obligations) on behalf of the Chargor.
- (B) The Chargor has agreed to provide Security to the Bank to secure the payment and discharge of the Secured Liabilities.
- (C) This Deed constitutes a Security Financial Collateral Arrangement for the purposes of the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Words and expressions defined in the Deed of Indemnity have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this this Deed:

**"Acceleration Event"** means a failure by the Chargor to make a payment when due under Clauses 2.3 or 3.2 of the Deed of Indemnity.

**"Account"** means the GBP account of the Chargor with the Bank numbered 19031847, sort code 236391 (as that account may from time to time be re-designated or re-numbered).

**"Act"** means the Law of Property Act 1925.

**"Ancillary Account Rights"** means all the Chargor's rights in respect of the Account other than to the Deposit, including any right to interest on the Deposit.

**"Deed of Indemnity"** means the deed of indemnity dated on or about the date of this Deed between the Chargor and the Bank, as assigned, restated, varied, novated, supplemented, replaced or amended from time to time.

**"Deposit"** means the amount standing to the credit of the Account from time to time.

**"Documents"** means the Deed of Indemnity, this Deed, the Instrument and any other document designated as such by the Chargor and the Bank.

**"Instrument"** has the meaning given to that term in the Deed of Indemnity.

**"Required Amount"** means, on any date, an amount in GBP equal to 50% of Bank's outstanding exposure under the Instrument as at that date.

**"Reservations"** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 or the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences under the laws of any relevant jurisdiction as those referred to in paragraphs (a) and (b) above (to the extent applicable in that relevant jurisdiction); and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the legal opinion(s) delivered to the Bank pursuant to this Deed.

**"Secured Liabilities"** means the liabilities of the Chargor to the Bank under or pursuant to the Documents.

**"Security Assets"** means the Deposit and the Ancillary Account Rights.

**"Security Period"** means the period starting on the date of this Deed and ending on the date on which the Bank is satisfied that all of the Secured Liabilities are irrevocably discharged in full and the Bank has no commitment or liability, whether present or future, actual or contingent, in relation to the facilities to be made available on the terms of the Deed of Indemnity or in relation to any Instrument.

1.2 Unless a contrary indication appears,

- (a) any reference in this Deed to:
  - (i) a party shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (ii) **"indebtedness"** includes any liability or obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (iii) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
  - (iv) **"rights"** includes any right, power, privilege or remedy; and
  - (v) a provision of law is a reference to that provision as amended, supplemented or re-enacted from time to time;

- (vi) a time of day is a reference to London time; and
- (b) words used in the singular shall include the plural and *vice versa*.
- 1.3 Clause headings are for ease of reference only.
- 1.4 A reference to a Document (or any specified provision of it) or any other document shall be construed as a reference to that Document, that provision or that other document as in force for the time being and as amended, varied, extended, supplemented or novated from time to time.
- 1.5 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties Act 1999) to enforce or enjoy the benefit of any term of this Deed.
- 1.6 The Chargor and the Bank intend this document to take effect as a deed (even though a party may only execute it under hand).
- 1.7 Counterparts
  - (a) This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this document.
  - (b) Transmission of an executed counterpart of this document (but for the avoidance of doubt not just a signature page) by (i) fax or (ii) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this document.

## **2 COVENANT TO PAY**

The Chargor covenants with the Bank that it will on demand pay and discharge the Secured Liabilities when due.

## **3 CHARGE**

The Chargor charges:

- (a) the Deposit by way of fixed charge; and
- (b) the Ancillary Account Rights by way of fixed charge.

## **4 NATURE OF SECURITY CREATED**

The Security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) in favour of the Bank; and
- (c) with full title guarantee.

## **5 PAYMENT OF THE DEPOSIT**

- 5.1 Subject to Clause 5.2 and regardless of the terms on which moneys are credited to the Account, during the Security Period, without the prior consent of the Bank:

- (a) the Deposit will not be due or accruing due, or be payable to the Chargor; and
- (b) the Chargor shall not request, demand or claim to be entitled to withdraw any amount from the Account.

5.2 Clause 5.1 shall not apply to the extent it would prejudice the Bank's rights under any Document to any amount standing to the credit of the Account, including but not limited to any right to set-off an amount under Clause 6 (*Set-off*) of this Deed.

## **6 SET-OFF**

The Bank may set off all or any part of:

- (a) the Deposit; and
- (b) any amount owed by the Bank pursuant to an Ancillary Account Right,

against all or any of the Secured Liabilities that are then due and payable. If the obligations are in different currencies, the Bank may convert the Deposit or Ancillary Account Right into a different currency in accordance with Clause 24 (*Currency*).

## **7 INTEREST ON THE DEPOSIT**

7.1 The rate of interest on the Deposit and the time when accrued interest on the Deposit is payable shall be as agreed, or determined on the basis agreed, from time to time between the Bank and the Chargor.

7.2 Any interest accruing on the Deposit shall, once payable, be paid into another account in the name of the Chargor held with the Bank, as specified from the Chargor from time to time.

## **8 SECURITY MARGIN**

The Chargor shall ensure that if at any time the value of the Deposit is less than the Required Amount (the amount by which it is less being the "**Shortfall**") the Chargor shall promptly either:

- (a) increase the amount of the Deposit; or
- (b) pay to the Bank all or a part of the Secured Liabilities,

in either case so as to eliminate the Shortfall.

## **9 REPRESENTATIONS AND WARRANTIES**

9.1 In entering into the Documents the Bank has relied on the representations of the Chargor that, and the Chargor warrants to the Bank in accordance with Clause 16.1 of the Deed of Indemnity mutatis mutandis as if references therein to "the Company" were references to the Chargor.

9.2 The representations and warranties set out in this Clause 9 shall survive the execution of this Deed, are made on the date of this Deed and are deemed to be repeated on each date the Company requests the issuance of an Instrument pursuant to Clause 2.1 of the Deed of Indemnity, on the date of issue of each Instrument and on each date that commission is paid pursuant to Clause 2.4 of the Deed of Indemnity (in each case by reference to the facts and circumstances then existing).

## **10 UNDERTAKINGS**

The covenants in this Clause 10 remain in force from the date of this Deed until the expiry of the Security Period.

- 10.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to withdraw, assign or otherwise dispose of any or all of the Security Assets, nor enter into an agreement to make any such disposal.
- 10.2 Other than the Security created by this Deed, the Chargor shall not create or permit to subsist any Security over any or all of the Security Assets.
- 10.3 The Chargor shall promptly inform the Bank of any claim or notice relating to any Security Asset which it receives from any third party.
- 10.4 The Chargor covenants with the Bank that all payments to be made by it under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

## **11 ENFORCEMENT**

- 11.1 The Security created by this Deed shall become enforceable on the occurrence of an Acceleration Event.
- 11.2 At any time after the Security created by this Deed has become enforceable the Bank may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following:
  - (a) apply the Deposit (whether on or before the expiry of any fixed or minimum period for which it has been placed with the Bank) and the other Security Assets in or towards satisfaction of the Secured Liabilities; and
  - (b) exercise all the powers and rights which may be exercisable by the beneficial owner of the Security Assets and all other powers conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act.

## **12 PROTECTION OF THE BANK**

Neither the Bank nor its officers or employees shall have any responsibility or liability:

- (a) for any action taken in relation to the Deposit pursuant to the Documents and any terms and conditions that apply from time to time to the Security Assets;
- (b) for any failure to take any action in relation to the Security Assets;
- (c) to account as mortgagee in possession or for any loss on realisation of any Security Asset;
- (d) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 24 (*Currency*); or



- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of negligence or wilful misconduct on the part of that person.

### **13 INDEMNITY**

- 13.1 The Chargor shall indemnify the Bank and its officers and employees against all actions, proceedings, demands claims, costs, expenses and other liabilities incurred by it in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to a Security Asset which is made at any time by any of them;
- (c) any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Deed; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Bank under or pursuant to this Deed,

except in the case of negligence or wilful misconduct on the part of that person.

- 13.2 The Chargor shall pay interest, at the rate applicable to overdue amounts under the Deed of Indemnity, on the sums payable under this Clause from three (3) Business Days of the Bank's demand to the date of actual payment (both before and after judgment).

- 13.3 The Bank and its officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.1 above.

### **14 PRESERVATION OF SECURITY**

- 14.1 If any payment by the Chargor or discharge given by the Bank (whether in respect of any Secured Liabilities or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liabilities of the Chargor and the Security created by this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Bank shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

- 14.2 The obligations of the Chargor under this Deed and the rights, powers or remedies conferred in respect of the Chargor upon the Bank by the Documents or by law shall not be reduced, released, discharged, impaired or otherwise without limitation adversely affected by:

- (a) any time, indulgence, waiver or consent granted to, or arrangement or composition with, or release of, any other person;

- (b) any amendment (however fundamental) to any Document or to any Security or guarantee or indemnity in respect thereof;
- (c) the taking, exercise, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, or guarantee or indemnity from or in respect of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement, replacement (in each case, however fundamental and whether or not more onerous), or assignment, avoidance or termination of the Documents or any Secured Liability or any guarantee or indemnity or any other document, agreement or Security including any change in the purpose of, any extension or any increase in any facility or the addition of any new facility under any other document or security;
- (e) any release of any Security, guarantee or indemnity given in respect of any Secured Liability;
- (f) any insolvency, winding-up, administration, moratorium, dissolution, amalgamation, reconstruction or reorganisation of, or any similar procedure in respect of, the Chargor or any other person;
- (g) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- (h) any illegality, invalidity or unenforceability of the Documents or any Secured Liability;
  - (i) any change in the constitution of the Chargor; or
  - (ii) any other act, event, circumstance (including without limitation the passage of time) or omission which, but for this Clause 14, might operate to discharge, impair or otherwise without limitation affect any of the obligations of the Chargor or any of the rights, powers or remedies conferred upon the Bank by the Documents or by law.

## **15 CHARGOR INTENT**

Without prejudice to the generality of Clause 14.2 above, the Chargor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Documents and/or any facility or amount made available under the Documents for the purposes of or in connection with any variation or extension of the Instrument and any associated fees, costs and/or expenses agreed with the Chargor.

## **16 IMMEDIATE RECOURSE**

The Chargor waives any right it may have of first requiring the Bank (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Document to the contrary.

## **17 APPROPRIATIONS**

During the Security Period the Bank may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Secured Liabilities.

## **18 DEFERRAL OF CHARGOR'S RIGHTS**

During the Security Period and unless the Bank otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or the enforcement of the Security created by this Deed:

- (a) to receive or claim payment from, or be indemnified by any other person;
- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, the Chargor's obligations under the Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank under any Document or of any guarantee or similar assurance against loss or of any Security taken pursuant to, or in connection with, the Documents by the Bank;
- (d) to exercise any right of set-off against any the Bank.

## **19 ADDITIONAL SECURITY**

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Bank.

## **20 NEW ACCOUNTS**

If the Bank receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Chargor to it:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Bank received or was deemed to have received such notice.

## **21 TACKING**

For the purposes of section 94(1) of the Act the Bank confirms that it shall make further advances to the Chargor on the terms and subject to the conditions of the Documents.

## **22 FURTHER ASSURANCE**

22.1 The Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

22.2 The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Bank (acting reasonably) may require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the rights of the Bank and the Security created or intended to be created by or pursuant to this Deed or its ranking; or
- (c) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Bank in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act.

## **23 POWER OF ATTORNEY**

The Chargor irrevocably and by way of security appoints each of:

- (a) the Bank; and
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Bank;

jointly and severally as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Acceleration Event or following the failure by the Chargor to comply with a request from the Bank, to take any action and sign or execute any further documents which, in the Bank's view (acting reasonably), the Chargor is required to take, sign or execute in accordance with this Deed. The Chargor agrees, promptly on the request of the Bank, to ratify and confirm all such actions taken and documents signed or executed.

## **24 CURRENCY**

24.1 In this Clause 24, the Spot Rate means, in relation to the Bank, the spot rate of exchange of the Bank for the purchase of any currency with any other currency in the London foreign exchange market.

24.2 The Bank may convert any moneys received, recovered or realised in any currency under this Charge (including the proceeds of any previous conversion under this Clause 24) from their existing currency into the Required Currency (as defined in the Deed of Indemnity), by purchasing that other currency at the Spot Rate.

## **25 DISCHARGE OF SECURITY**

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Bank shall, or shall procure that its appointees will, at the request and cost of the Chargor, release the Security Assets from this Deed. Section 93 of the Act shall not apply to this Deed.

## **26 CONFIDENTIALITY**

The Chargor agrees that the Bank and each of its Affiliates may disclose the Confidential Information:

- (a) to its Affiliates (including branches) and its and their directors, officers, employees, service providers and professional advisors, provided that such disclosure is in connection with the Bank's provision of financial services or engagement in related activities with the Company and/or the Company's Affiliates;
- (b) on a confidential basis, to its auditors, in the course of their ordinary supervisory function; or
- (c) to the extent requested or required by any order of any court of competent jurisdiction or any competent judicial, governmental banking, taxation, regulatory or similar body, the rules of any relevant listing authority or stock exchange or applicable law or regulation.

## **27 COSTS AND EXPENSES**

- 27.1 The Chargor shall promptly on written demand pay the Bank the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Deed.
- 27.2 If the Chargor requests an amendment, waiver, consent or release of or in relation to this Deed, the Chargor shall, within three Business Days of demand, reimburse the Bank for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.
- 27.3 The Chargor shall, within three Business Days of demand, pay to the Bank the amount of all costs and expenses (including legal fees) incurred by the Bank in connection with the enforcement of, or the preservation of any rights under, this Deed.

## **28 ASSIGNMENT AND TRANSFER**

- 28.1 The Bank may assign any of its rights under this Deed to any person who is a permitted assignee under the Deed of Indemnity without the prior written consent of the Chargor.
- 28.2 The Chargor shall not assign, novate or otherwise transfer or purport to transfer any of its rights and/or obligations under this Deed without the prior written consent of the Bank.

## **29 NOTICES**

- 29.1 Every communication made or to be made under or in connection with the Documents shall:
  - (a) be in writing delivered personally or by first-class prepaid letter or by fax or by email;

- (b) be deemed to have been received (i) in the case of a letter when delivered personally or three days after it has been put into the post; (ii) in the case of a fax, when received in legible form but if sent after 5.00 p.m. London time or on a day which is not a Business Day, on the next Business Day (provided always that such facsimile has been received in legible form); and (iii) in the case of email at the time of dispatch if within normal business hours but if sent after 5.00 p.m. London time the next day (provided always that the email is received in readable form);

(i) if made to the Chargor, be sent to:  
Sonatrach Gas Marketing UK Limited  
Flat 5  
Panton House  
25/26 Haymarket  
London SW1Y 4EN  
Email: [rachid.boudinar@sonatrach-uk.com](mailto:rachid.boudinar@sonatrach-uk.com)  
(in each case marked for the attention of Rachid Boudinar – Managing Director), and

(ii) and if made to the Bank, be sent to:  
Societe Generale, London Branch  
One Bank Street  
Canary Wharf  
London E14 4SG  
Fax: +44 (0)20 7072 34 24  
Email: [cash.management@sgcib.com](mailto:cash.management@sgcib.com)  
(in each case marked for the attention of Clement Battin and Merel Josseaud),

or to any substitute postal address, fax number, email address or addressee a party to a Document may notify to each other party in writing.

- 29.2 Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer identified in Clause 29.1(b)(ii) above (or any substitute department or officer as the Bank shall specify for this purpose).

### 30 CALCULATIONS AND CERTIFICATES

- 30.1 In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Bank are *prima facie* evidence of the matters to which they relate.
- 30.2 Any certification or determination by the Bank of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### 31 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**32 REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

**33 AMENDMENTS AND WAIVERS**

Any term of this Deed may be amended or waived only with the written consent of the Chargor and the Bank.

**34 GOVERNING LAW**

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

**35 JURISDICTION**

- 35.1 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) (a "**Dispute**").
- 35.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 35.3 This Clause 35 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

**EXECUTED AS A DEED** and **DELIVERED** on the date appearing at the beginning of this Deed:

## SIGNATORIES

### THE CHARGOR

EXECUTED as a DEED for and on behalf of  
**SONATRACH GAS MARKETING UK LIMITED**  
acting by:

\_\_\_\_\_  
(Signature)

Print name:

*ZERDANI RACHID*

Title:

Director

\_\_\_\_\_  
(Signature)

Print name:

Title:

Director/ Secretary



## SIGNATORIES

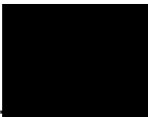
### THE CHARGOR

EXECUTED as a DEED for and on behalf of  
**SONATRACH GAS MARKETING UK LIMITED**  
acting by:

\_\_\_\_\_  
(Signature)

Print name:

Title: Director

  
\_\_\_\_\_  
(Signature)

Print name: *MUHAMMAD AMER ALI*

Title: ~~Director~~/ Secretary

**THE BANK**

EXECUTED for and on behalf of  
**SOCIETE GENERALE, LONDON BRANCH**  
acting by the persons named opposite under the  
authority of the bank

\_\_\_\_\_  
(Signature)

Print name:

Title:

In the presence of

\_\_\_\_\_  
(Signature)

Print name:

Address: c/o Societe Generale, London  
Branch  
One Bank Street,  
Canary Wharf  
London E14 4SG

And

  
\_\_\_\_\_  
(Signature)

Print name: CLEMENT BATTIN

Title: Sales Manager - Global Transaction  
Banking

In the presence of

  
\_\_\_\_\_  
(Signature)

Print name: RUTIN GARCIA COSTA S

Address: c/o Societe Generale, London  
Branch  
One Bank Street,  
Canary Wharf  
London E14 4SG

**THE BANK**

EXECUTED for and on behalf of  
**SOCIETE GENERALE, LONDON BRANCH**  
acting by the persons named opposite under the  
authority of the bank

(Signature)

Print name: *Eric Boyle*

Title: *Head of CT3 UK*

In the presence of

(Signature)

Print name: *ANNE COPPOLA*

Address: c/o Societe Generale, London  
Branch  
One Bank Street,  
Canary Wharf  
London E14 4SG

And

(Signature)

Print name:

Title:

In the presence of

(Signature)

Print name:

Address: c/o Societe Generale, London  
Branch  
One Bank Street,  
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