

306308 13  
**OS MG01**

**Particulars of a mortgage or charge by an  
overseas company**



**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  
by an overseas company.



**What this form is NOT for**

You cannot use this form for  
overseas company which is  
registered at Companies House

TUESDAY



LD2

\*LXKEUEUI\*

10/11/2009

124

COMPANIES HOUSE

**1**

**Overseas company details**

Company number

F C 0 2 9 0 9 5

Company name in full

Petroleo Brasileiro S/A - Petrobras (the "Chargor")

2

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

d0 d3 m1 m1 y2 y0 y0 y9

**3**

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Account charge ("Account Charge") over the US dollar account maintained  
by the Chargor with the Chargee in the People's Republic of China (or any  
other account being a replacement, renewal or re-designation thereof as  
the Chargee may from time to time specify with the prior written consent  
of the Chargor) (the "Collection Account"), dated 3 November 2009, by the  
Chargor in favour of China Development Bank Corporation (the "Chargee").

**4**

**Amount secured**

Please give us details of the amount secured by the charge.

Amount secured

04  
10  
All obligations at any time due, owing or incurred  
by the Chargor to the Chargee under or pursuant to  
the Finance Documents, including any liability in  
respect of any further advances made under the  
Finance Documents whether present or future, actual  
or contingent (and whether incurred by the Chargor  
alone or jointly, and whether as principal or  
surety or in some other capacity) except for any  
obligation or liability which, if it were included,  
would cause that obligation or liability or any of  
the Security constituted by the Facility Agreement,  
to be unlawful or prohibited by any applicable law  
("Secured Obligations").

**Continuation page**

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

# OS MG01

Particulars of a mortgage or charge by an overseas company

5

## Mortgagee(s) or person(s) entitled to the charge

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

China Development Bank Corporation

Address

No. 29 Fuchengmenwai Street, Xicheng District,  
Beijing, People's Republic of China

Postcode

1 0 0 0 3 7

Name

Address

Postcode

6

## Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

In the Account Charge, the Chargor charged the Deposit with full title guarantee and by way of first fixed charge, in favour of the Chargee as continuing security for the payment and discharge of all of the Secured Obligations.

T + 95

The Account Charge contains covenants for further assurance.

Please note: "Deposit" means each credit balance from time to time on the Collection Account and all rights, benefits and proceeds in respect of the credit balance(s) and the Collection Account.

# OS MG01

Particulars of a mortgage or charge by an overseas company

7

## Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

No floating charge is granted in the Account Charge.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

8

## Particulars as to commission, allowance or discount

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.

9

## Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created outside the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK.

Certified copies of any other documents relevant to the charge should also be delivered.

# OS MG01

Particulars of a mortgage or charge by an overseas company

10

## Signature

Please sign the form here.

Signature

Signature

X

*Clifford Chance LLP*

X

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

# OS MG01

Particulars of a mortgage or charge by an overseas company



## 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 Ross Ollerhead (02-40412901)

Company name Clifford Chance LLP  
(via CH London Counter)

Address 10, Upper Bank Street,

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



## 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 a certified copy of the deed (if any) 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 chargee.
- ☒ You have given details of the mortgage(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property 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 charge.

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



## Where to send

You may return this form to any Companies House address:

### England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

### 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).

### Northern Ireland:

The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)

# OS MG01 - continuation page

## Particulars of a mortgage or charge by an overseas company

4

### Amount secured

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

Amount secured

Defined Terms:

**"Account Management Agreement"** means any agreement in relation to establishment and/or management of the Collection Account and the Debt Service Reserve Account to be entered into between the Chargor and the Chargee.

**"Debt Service Reserve Account"** means the US dollar account (the particulars of which will be notified by the Chargee to the Chargor in writing upon or after its establishment) maintained by the Chargor with the Chargee in the People's Republic of China (or any other account being a replacement, renewal or redesignation thereof as the Chargee may from time to time specify with the prior written consent of the Chargor), for the purposes of maintaining a minimum required account balance for application in accordance with the Finance Documents.

**"Export Contract"** means:

- (a) the agreement of terms of sale of Brazilian crude oil between the Chargor and Unipet Asia Ltd. dated on or about 19 May 2009;
- (b) each other export contract between the Chargor as seller and an Importer as buyer in relation to the sale and purchase of Brazilian crude oil on commercial terms satisfactory to the Chargor; or
- (c) any other documents designated as "Export Contract" by the Chargor and the Chargee.

**"Facility Agreement"** means the term facilities agreement dated 19 May 2009 between the Chargee and the Chargor.

**"Finance Documents"** means the Facility Agreement, the Security Documents, any Account Management Agreement (if any) and any other document designated as a "Finance Document" by the Chargee and the Chargor.

**"Importer"** means:

- (a) China Petroleum & Chemical Corporation ("**Sinopec**"), Unipet Asia Ltd. or any affiliates of Sinopec which, in each case, is a party to an Export Contract; or
- (b) such other buyer or purchaser (howsoever described) under an Export Contract.

**"Revenues"** means all amounts due or owing to the Borrower from:

- (a) any Importer under any Export Contract to which it is a party; or
- (b) any person who has given a guarantee, letter of credit, indemnity, Security or other assurance against loss to or for the benefit of the Chargor in respect of any obligations of any Importer under any Export Contract.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

# OS MG01 - continuation page

## Particulars of a mortgage or charge by an overseas company

4

### Amount secured

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

Amount secured

Defined Terms (Contd.)

**"Security Documents"** means:

- (a) the Account Charge and the account charge dated 3 November 2009 between the Chargor and the Chargee in respect of the Debt Service Reserve Account;
- (b) the assignment of receivables dated 3 November 2009 between the Chargor and the Chargee in respect of the Revenues ("**Assignment of Receivables**");
- (c) any notice or acknowledgement delivered pursuant to the Assignment of Receivables; and
- (d) any other document entered into by the Chargor creating or expressed to create any Security over all or part of its assets in respect of its obligations under any of the Finance Documents.



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

**Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009**

**COMPANY NO. FC29095  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 3  
NOVEMBER 2009 AND CREATED BY PETROLEO BRASILEIRO  
S/A - PETROBRAS FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO CHINA  
DEVELOPMENT BANK CORPORATION ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO THE OVERSEAS COMPANIES  
(EXECUTION OF DOCUMENTS AND REGISTRATION OF  
CHARGES) REGULATIONS 2009 ON THE 10 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER  
2009

40  
*[Signature]*

