

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
use form MG01s

MONDAY



LD4

"L1NHXPYZ"

10/12/2012

#16

COMPANIES HOUSE

1	Company details	5	For official use
Company number	0 2 1 2 5 8 5 5	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Team Energy Resources Limited (the "Company")		

2	Date of creation of charge
Date of creation	d3 d0 m1 m1 y2 y0 y1 y2

3	Description
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Supplemental Deed dated 30 November 2012 to the Debenture dated 5 November 2012 (the "Debenture") between, amongst others, the Company and Lloyds TSB Bank plc (the "Security Agent", as security agent (which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of and in accordance with the Intercreditor Deed)).

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge The "Secured Obligations" which is defined in the Debenture as meaning all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Company or some other person) of the Company to any of the Finance Parties under or in connection with each and any of the Finance Documents as well as any obligations arising out of, under or in connection with any guarantee given by the Company under any of the Finance Documents as amended, increased, varied, novated or changed in any other way in accordance with the Finance Documents provided that the Security constituted by the Debenture shall not extend to or include any liability or sum which would, but for this proviso, cause such Security to be unlawful or prohibited by any applicable law.	

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Continuation page 1 of 1

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	Lloyds TSB Bank plc							
Address	33 Old Broad Street							
	London							
Postcode	E	C	2	N		1	H	Z
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 Nil

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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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 Joyce Lau

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 1 Y 8 H Q

Country UK

DX 10 London/CITY

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:

- ☐ 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

Short particulars of all the property mortgaged or charged

Continuation page (1)

Team Energy Resources Limited (02125855)

1 FIXED CHARGES

1 1 Subject to paragraph 4 (*Excluded Assets*) below, the Company, with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charged in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Creditors)

- (a) by way of first legal mortgage, all its rights, title and interest from time to time in and to any freehold property in England and Wales vested to it at the date of the Debenture, and
- (b) by way of first fixed equitable charge, all its rights, title and interest from time to time in and to any other Real Property,

but excluding any leasehold Real Property that has 25 years or less to run on the lease or has a rack-rent payable in respect thereof together with all buildings and fixtures (including trade fixtures) on that Real Property

1 2 Subject to paragraph 4 (*Excluded Assets*) below, the Company, with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charged in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Creditors) by way of first fixed charge, all its right, title and interest from time to time in and to

- (a) any Tangible Moveable Property,
- (b) any Accounts,
- (c) any Intellectual Property,
- (d) any goodwill and rights in relation to the uncalled capital of the Company,
- (e) any Investments, and
- (f) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture

2 ASSIGNMENTS

Subject to paragraph 4 (*Excluded Assets*) below, the Company with full title guarantee and as security for the payment and discharge of the Secured Obligations, assigned and agreed to assign absolutely to the Security Agent (as Security Agent for itself and on behalf of the Secured Creditors) all its right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights

3 FLOATING CHARGE

3 1 The Company with full title guarantee and as security for the payment and discharge of the Secured Obligations, charged in favour of the Security Agent (as Security Agent for itself and on

Short particulars of all the property mortgaged or charged

Continuation page (2)

Team Energy Resources Limited (02125855)

behalf of the Secured Creditors) by way of first floating charge, all of its present and future assets and undertaking

- 3 2 The floating charge created by sub-clause 3 3 1 of the Debenture (as set out in paragraph 3 1 above) shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Creditors) as security for the Secured Obligations
- 3 3 Paragraph 14 of Schedule BI to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 3 3 of the Debenture (as set out in this paragraph 3)

4 EXCLUDED ASSETS

Unless otherwise expressly agreed in writing between the Company and the Security Agent after the date of the Debenture, there shall be excluded from the Security and from the operation of any further assurance provisions contained in the Finance Documents

- 4 1 any asset or undertaking which the Company is at any time prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which the Company is precluded from creating Security on or over without the prior consent of a third party),
- 4 2 any asset or undertaking which, if subject to any such Security, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the Company in respect of that asset or undertaking or require the Company to take any action materially adverse to the interests of the Group or any member thereof,
- 4 3 any asset or undertaking situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liability for any director or officer of the Company or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer), and
- 4 4 any unregistered Real Property which, if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that Real Property shall only be excluded for so long as it remains unregistered)

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

any reference to "assets" includes property and rights of every kind, present, future and contingent (including uncalled share capital)

"Accounts" means each current, deposit or other account opened or maintained by the Company in England or Wales with the Security Agent or any other bank or financial institution (and any replacement account or subdivision or sub-account of that account), the debt or debts represented thereby and all Related Rights

Short particulars of all the property mortgaged or charged

Continuation page (3)

(Continuation of 2.1.1)

Team Energy Resources Limited (02125855)

"Agreement" means the senior facilities agreement dated 5 November 2012 as amended by an amendment letter dated 16 November 2012 between, among others, the Company, the Arrangers and Lloyds TSB Bank plc acting as the Facility Agent and Security Agent

"Arrangers" means the Arrangers under and as defined in the Agreement

"Facility Agent" means Lloyds TSB Bank plc as facility agent for the Lenders

"Fee Letter" has the meaning given to it in the Agreement

"Finance Document" means

- (a) the Agreement
- (b) the syndication letter dated on or about the date of the Agreement between, amongst others, the Arrangers and the Company setting out certain matters agreed with respect to the syndication of the Facilities (as defined in the Agreement),
- (c) any Fee Letter,
- (d) the Debenture and any other security document creating or expressed to create any Security over all or any part of the assets under any of the Finance Documents,
- (e) any accession letter substantially in the form set out in Schedule 5 (*Form of Accession Letter*) of the Agreement,
- (f) any resignation letter substantially in the form set out in Schedule 6 (*Form of Resignation Letter*) of the Agreement or in any other form agreed between the Facility Agent and the Company,
- (g) the Intercreditor Deed,
- (h) any obligor accession deed substantially in the form of Schedule 6 (*Form of Obligor Accession Deed*) of the Intercreditor Deed with such amendments as the Security Agent may approve (acting reasonably),
- (i) any additional facility accession notice substantially in the form set out in Schedule 15 (*Form of Additional Facility Accession Notice*) of the Agreement or any other form agreed by the Facility Agent and the Company,
- (j) any additional facility notice substantially in the form set out in Schedule 16 (*Form of Additional Facility Notice*) of the Agreement or any other form agreed by the Facility Agent and the Company,
- (k) any ancillary document evidencing an Ancillary Facility (as defined in the Agreement) or a Fronted Ancillary Facility (as defined in the Agreement), as the case may be, or, in either case, its terms,
- (l) any clearing facility document evidencing a Clearing Facility (as defined in the Agreement) or its terms, and

Short particulars of all the property mortgaged or charged

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Team Energy Resources Limited (02125855)

(m) any other document designated as a Finance Document by the Facility Agent and the Company
any reference to the "**Finance Documents**" is a reference to that document or agreement as amended or novated (however fundamentally) and includes any increase in, extension or substitution of or change to any facility made available under any such document or agreement

"Group" means the Company and each of its Subsidiaries (as defined in the Agreement) for the time being

"Hedging Counterparty" has the meaning given to it in the Intercreditor Deed

"Insurance Policy" means policy of insurance in which the Company may from time to time have an interest (in each case to the extent of its interest and excluding any third party insurances)

"Intellectual Property" means all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

"Intercreditor Deed" means the intercreditor deed dated 5 November 2012 between, amongst others, the Company, the parties to the Agreement and the Security Agent

"Investments" means

- (a) any stock, shares, debentures, securities and certificates of deposit,
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) or (b),

in each case whether held directly by or to the order of the Company (now or in the future owned by it or (to the extent of its interest) in which or in the future it has an interest) or by an agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including any rights against any such agent, nominee, fiduciary or clearance system)

"Lenders" has the meaning given to it in the Agreement

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees or indemnities of any kind (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

"Real Property" means

- (a) any freehold or leasehold property (including, but not limited to, the freehold and leasehold property in England and Wales specified in Schedule 1 of the Debenture, if any), and

Short particulars of all the property mortgaged or charged

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Team Energy Resources Limited (02125855)

- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Creditors" means a Senior Creditor and/or a Hedging Counterparty, as the context requires

"Security" means any mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person or any other agreement entered into for the purpose and having the effect of conferring security

any reference to the **"Security Agent"** and **"Secured Creditors"** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests

"Senior Creditor" means each of the Finance Parties under and as defined in the Agreement, but excluding the Hedging Counterparties

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights

Short particulars of all the property mortgaged or charged

Continuation page (6)

Team Energy Resources Limited (02125855)

Note (2): The Debenture provides that

- 1 **Crystallisation - By Notice:** The Security Agent may at any time by notice in writing to the Company convert the floating charge created by clause 3.3 (*Floating Charge*) of the Debenture (as set out in paragraph 3 of Note (1) above) with immediate effect into a fixed charge as regards any property or assets of the Company specified in the notice if
 - 1.1 an Enforcement Event has occurred and is continuing, or
 - 1.2 those assets are in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
 - 1.3 it is necessary to do so to protect the priority of the Security over those assets
- 2 **Crystallisation - Automatic.** Notwithstanding clause 4.1 (*Crystallisation By Notice*) of the Debenture (as set out in paragraph 1 of Note (2) above) and without prejudice to any law which may have a similar effect, the floating charge created by the Company will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets of the Company subject to the floating charge if
 - 2.1 the Company creates or attempts to create any Security (other than any Security permitted under the terms of the Agreement) over any of the Charged Property, or
 - 2.2 any person levies or attempts to levy any distress, execution or other legal process against any of the assets of the Company subject to the floating charge (provided that only the assets the subject of such process shall become subject to a fixed charge), or
 - 2.3 the Company is, or is deemed to or declared for the purposes of any applicable law to be, unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Creditors) for the rescheduling of any of its Financial Indebtedness

For the purposes of this Note (2)

"Charged Property" means all of the assets and undertaking of the Company which from time to time are subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture

"Enforcement Event" means an Acceleration Event (as defined in the Agreement) which is outstanding

"Financial Indebtedness" has the meaning given to it in the Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2125855
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 30
NOVEMBER 2012 AND CREATED BY TEAM ENERGY
RESOURCES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY OF THE FINANCE
PARTIES 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
10 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER
2012



Companies House



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