

MG01

Particulars of a mortgage or charge

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21/01/2013

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COMPANIES HOUSE
For further information, please
refer to our guidance at
www.companieshouse.gov.uk

MONDAY

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 register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

1

Company details

Company number

0 4 1 6 2 5 2 3

Company name in full

Shell Energy Europe Limited (the "Collateral Provider")

1

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

d1 d4 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

Collateral Security Deed (the "Deed") made by the Collateral Provider in favour of NASDAQ OMX
Stockholm AB (the "Clearinghouse")

4

Amount secured

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

Amount secured

See Part II of the attached continuation pages for the amount
secured by the property mortgaged or charged

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 NASDAQ OMX Stockholm AB

Address Tullvaktsvagen 15, S-105 78 Stockholm, Sweden

Postcode N / 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 See Part III of the attached continuation pages for the short particulars of all the property mortgaged or charged

Part IV of the attached continuation pages refers to covenants by, and restrictions on, the Collateral Provider which protect and further define the charges created by the Deed and must be read as part of those charges

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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 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 *Hogan Lovells International LLP* X
on behalf of the chargee

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 **Andrew Taylor F3/AMT/2877241**

Company name **Hogan Lovells International LLP**

Address **Atlantic House, Holborn Viaduct**

Post town **London**

Country/Region

Postcode **E C 1 A 2 F G**

Country **United Kingdom**

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part I - Definitions

In this Form MG01, references to clauses, sections and schedules are to clauses, sections and schedules to the Deed unless otherwise specified

In this Form MG01, any reference to the Deed or to any agreement or document is to be construed as a reference to the Deed or such agreement or document (including their respective Schedules) as the same may from time to time be amended, varied, supplemented, novated, replaced or restated and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, the Deed or (as the case may be) such agreement or document

In this Form MG01, the following expressions shall have the following meanings

"Account Bank" means the bank approved by the Clearinghouse for the purpose of holding any Cash Collateral Account, and includes any successor

"Account Holder" means the person named in paragraph 8 of part III of these continuation pages to this Form MG01

"Account Holder's Agreement" means the agreement(s) (including, the Clearing Agreement) for the time being in force between the Account Holder and the Clearinghouse

"Automatic Insolvency Event" means the occurrence of any one of the following in relation to the Collateral Provider (i) the appointment of an administrator, provisional liquidator or liquidator, (ii) the making of a winding up order, (iii) the passing of a resolution for a voluntary winding up (except for the purpose of a consolidation, amalgamation or merger while solvent), (iv) the appointment of a receiver over all or substantially all of its assets, or (v) the taking of any step or proceeding or the making of any court order in any applicable jurisdiction outside England and Wales which has a substantially similar effect to any of the foregoing

"Cash Collateral" means at any time the aggregate of the credit balances of each Cash Collateral Account

"Cash Collateral Account" means each and any account(s) now or in the future opened or maintained at an Account Bank (pursuant to clause 5.2 (*Cash Collateral Account*) for the purpose of holding money and/or interest charged by the Collateral Provider under the Deed), including in each case such account as redesignated and/or renumbered from time to time

"Charged Property" means the property, assets, rights, interests and benefits of the Collateral Provider from time to time comprised in or subject to the Security Interests constituted by the Deed, including the Cash Collateral and, unless the context otherwise requires, including the money for the time being standing to the credit of any Cash Collateral Account, and references to the Charged Property include references to any part of it

"Clearing Agreement" means any agreement for the time being in force between the Clearinghouse and the Account Holder relating to its participation in the Clearing System

"Clearinghouse" includes any transferee or successor (whether immediate or derivative) of the Clearinghouse and any company with which it may amalgamate

"Clearing Rules" means the Clearing Rules established by the Clearinghouse which are from time to time in force in relation to signatories to a Clearing Agreement and their participation in the Clearing System

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Clearing System" means the clearing operations of the Clearinghouse acting as central counterparty for clearing transactions and the services provided by it pursuant to the Clearing Rules

"Deed" means the Deed, including its Recitals and Schedules and the notices given pursuant to the Deed, as amended in accordance with its terms from time to time

"Default Event" has the meaning given to it in the Clearing Rules

"Excess Collateral" means at any time any Cash Collateral which, when added together with other Collateral provided by or on behalf of the Account Holder, exceeds the Collateral required to be maintained by the Account Holder pursuant to the provisions relating to Collateral Calls set out in the Clearing Rules

"Secured Sums" means the obligations, money and liabilities which the Collateral Provider covenants in clause 2 (*Covenant to Pay Secured Sums*) to pay or discharge to the Clearinghouse and references to the Secured Sums include references to any of them

"Security Interest" means

- (a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising,
- (b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off,
- (c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security, and
- (d) any agreement for any of the foregoing

Part II - Amount secured by the mortgage or charge

- 1 Pursuant to clause 2 1 (*Covenant to pay Secured Sums*), the Collateral Provider covenanted with the Clearinghouse that it will duly and punctually pay or discharge to the Clearinghouse all debts, obligations and liabilities whatsoever now or in the future (whether before or after the occurrence of a Default Event) due, owing or incurred by the Account Holder and/or the Collateral Provider to the Clearinghouse (whether solely or jointly, or jointly and severally, with another or others, and whether as principal or surety, and whether actual or contingent, present or future) including (whether before or after any judgment) all interest, costs and other charges whatsoever and including, without limitation, any debts, obligations and liabilities which arise under or in connection with the Clearing Rules, the Account Holder's Agreement and/or the Deed
- 2 Pursuant to clause 2 2 (*Covenant to pay Secured Sums*), the Account Holder will be treated as liable as principal to the Clearinghouse in respect of all transactions to which the Clearing Rules apply, whether such transactions are recorded in the books of account of the Account Holder and/or the Clearinghouse as being for the Account Holder's own account or that of one of its clients

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6 Short particulars of all the property mortgaged or charged

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Short particulars

Part III - Particulars of property mortgaged or charged

- 1 Pursuant to clause 3 1 (*Creation of security*), the Collateral Provider, as continuing security for the payment or discharge of all Secured Sums, with full title guarantee
 - (a) charged to the Clearinghouse, by way of fixed charge, all its rights, title and interest in and to all Cash Collateral now or in the future provided by it to the Clearinghouse (pursuant to the Clearing Rules),
 - (b) assigned to the Clearinghouse, by way of fixed charge, all its rights, title and interest in and to all money now or in the future standing to the credit of each Cash Collateral Account together with all interest accruing thereon, including all debts represented thereby, and
 - (c) charged to the Clearinghouse, by way of floating charge, all its rights, title and interest in and to all property deliverable and all money payable to the Collateral Provider (if it is the Account Holder) by or on behalf of the Clearinghouse (pursuant to the Clearing Rules) to the extent that such property and money are not effectively charged by any other charge contained in clause 3 1
- 2 Pursuant to clause 3 4 (*Creation of security*), the Collateral Provider agreed that the charges contained in clause 3 1 shall apply to all Charged Property provided by the Collateral Provider to the Clearinghouse as Collateral pursuant to the Clearing Rules, whether it is recorded in the books of account of the Account Holder or the Clearinghouse as being for the Account Holder's own account or that of one of its clients
- 3 Pursuant to clause 3 5 (*Creation of security*), the Collateral Provider agreed that all money received or realised under the powers conferred by the Deed shall be applied for the purposes and in the order of priority and, if the Clearinghouse has recorded in its books of account transactions for the Account Holder's own account and that of one of its clients, in the proportions as in each case determined by the Clearinghouse in accordance with the Clearing Rules
- 4 Pursuant to clause 3 6 (*Creation of security*), the Collateral Provider agreed that, without prejudice to clause 7 (Negative Pledge), any charges (fixed or floating) or pledges created in the future by the Collateral Provider over the charged property (except those in favour of the Clearinghouse) will be expressed to be subject to the Deed and shall rank in order of priority behind the charges created by the Deed
- 5 Pursuant to clause 4 1 (*Crystallisation of floating charges*), the Collateral Provider agreed that the Clearinghouse may, at any time after a Default Event has occurred, by notice in writing to the Collateral Provider convert the floating charge created by clause 3 1(c) (*Creation of Security*) with immediate effect into a fixed charge as regards any property or assets specified in the notice
- 6 Pursuant to clause 4 2 (*Crystallisation of floating charges*), the Collateral Provider agreed that, without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge upon the occurrence of an Automatic Insolvency Event
- 7 Pursuant to clause 4 3 (*Crystallisation of floating charges*), the Collateral Provider agreed

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Short particulars

that a charge which has crystallised under clauses 4 1 or 4 2 may, by notice in writing given at any time by the Clearinghouse to the Collateral Provider, be reconverted into a floating charge in relation to the Charged Property specified in such notice

- 8 The Account Holder is Shell Energy Europe Limited acting through its agent Shell International Trading & Shipping Company Limited

Part IV - Covenants and Restrictions

- 1 Pursuant to clause 5 1 (*Cash Collateral Accounts*), the Collateral Provider agreed that all cash from time to time provided by the Collateral Provider as Cash Collateral for the Account Holder (pursuant to the Clearing Rules) will be transferred with full title guarantee to the relevant Cash Collateral Account
- 2 Pursuant to clause 5 2 (*Cash Collateral Accounts*), the Collateral Provider agreed that each Cash Collateral Account will be established and maintained as a blocked, segregated account with the Account Bank at a branch located in England and Wales, and designated using the format "Shell Energy Europe Limited acting through its agent Shell International Trading & Shipping Company Limited Re NASDAQ OMX Stockholm AB Blocked Cash Collateral Account" (or otherwise designated as the Clearinghouse may expressly agree in writing) No money may be withdrawn from any Cash Collateral Account except on the express instructions of the Clearinghouse in each case
- 3 Pursuant to clause 7 (*Negative pledge*), the Collateral Provider agreed that it will not, without the prior written consent of the Clearinghouse
- (a) create, or agree or attempt to create, or permit to subsist, any Security Interest (including any security conferring power to convert a floating charge into a fixed charge) or any trust over any Charged Property, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Collateral Provider's business) to arise or subsist over any Charged Property, or
 - (b) sell, transfer or otherwise dispose of any part of the Charged Property or any of its right, title or interest therein
- 4 Pursuant to clause 12 (*Further assurance*), the Collateral Provider agreed that it will on demand by the Clearinghouse in writing execute and deliver to the Clearinghouse at the cost of the Collateral Provider and in such form as the Clearinghouse may require
- (a) a legal assignment over all or any money standing to the credit of any Cash Collateral Account
 - (b) where any Charged Property is situated outside England and Wales or where title to it is evidenced by entries in a register or account maintained by or on behalf of an intermediary outside England and Wales, such mortgage, pledge, fixed charge or other security under the law of the place where the Charged Property is situated as the Clearinghouse may require, and
 - (c) such other documents as the Clearinghouse may in its discretion think fit further to secure the payment of the Secured Sums or to perfect the Deed, or to vest title to any Charged Property in itself or any purchaser

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4162523
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COLLATERAL SECURITY DEED
DATED 14 JANUARY 2013 AND CREATED BY SHELL ENERGY
EUROPE LIMITED FOR SECURING ALL SUMS DUE OR TO
BECOME DUE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 21 JANUARY
2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY
2013**

DX



Companies House



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