

MG01

Particulars of a mortgage or charge

070256/13



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

THURSDAY



LD4 24/11/2011 112
COMPANIES HOUSE

1 Company details

Company number 0 5 5 3 3 1 2 3

Company name in full Baltic Petroleum (E&P) Limited (the "Company")

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 d7 m1 m1 y2 y0 y1 y1

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 Debenture (the "Debenture") dated 17 November 2011 between, among others,
(1) the Company and (2) Hepworth Technologies S A (the "Noteholder")

4 Amount secured

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

Amount secured All present and future indebtedness, moneys,
obligations and liabilities of the Issuer and each
other Chargor to the Noteholder under the Finance
Documents (including the Debenture), in whatever
currency denominated, whether actual or contingent
and whether owed jointly or severally or as
principal or as surety or in some other capacity,
including any liability in respect of any further
advances made under the Finance Documents, together
with all Expenses and all interest under Clause 2.2
(Interest) of the Debenture (the "Secured
Liabilities")

Please see the continuation page MG01(C1) to this
Form MG01 for further details

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	HEPWORTH TECHNOLOGIES S A	
Address	Quastisky Building, Third Floor, P.O Box 905 Road Town, Tortola, British Virgin Islands	
Postcode		
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	<p>1. Fixed Security</p> <p>Charges</p> <p>1.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Noteholder by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (<i>Real Property</i>) to this Form MG01.</p> <p>1.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Noteholder by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future</p> <p>1 1 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 of the Debenture;</p> <p>Please see the continuation page MG01(C3) to this Form MG01 for further details.</p>	

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

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

X

CMS Cameron McKenna LLP

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 FAGH/MIMR/PHKE/127143 00005

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

Post town London

County/Region London

Postcode E C 1 A 4 D D

Country United Kingdom

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	Continuation Page
Please give us details of the amount secured by the mortgage or charge		
Amount secured	<p>Baltic Petroleum (E&P) Limited</p> <p>In this Form MG01 and MG01(C1) the following expressions shall have the following meaning:</p> <p>"Charged Property" means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Noteholder by or pursuant to the Debenture,</p> <p>"Chargor" means the companies, including the Company, whose respective names and company numbers appear in Schedule 1 (<i>The Chargors</i>) to this Form MG01 (collectively the "Chargors" and each a "Chargor")</p> <p>"Default" means an Event of Default or any event or circumstance specified in Condition 19 (<i>Events of Default</i>) of the Loan Note Instrument which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default;</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Noteholder,</p> <p>"Event of Default" means any event or circumstance specified as such in Condition 19 (<i>Events of Default</i>) of the Loan Note Instrument,</p> <p>"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Noteholder or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis,</p> <p>"Guarantor" means Baltic Oil Terminals plc and each of Baltic Oil Terminal plc's Subsidiaries party to the Composite Guarantee, being at the date of the Loan Agreement the other English Obligors and the Dutch Obligor;</p> <p>"Issuer" means Dan-Balt Terminals Limited,</p> <p>"Loan Agreement" means the agreement dated 17 November 2011 between, inter alia, (1) Baltic Oil Terminals plc, as the company, (2) Hepworth Technologies S.A as the Lender and (3) Optimus Capital LLP as the Agent,</p> <p>"Loan Note Instrument" means the loan note instrument dated 17 November 2011 and made between (1) Baltic Oil Terminals plc, as the company, (2) Dan-Balt Terminals Limited, as issuer, (3) the Noteholder and (4) Optimus Capital LLP as the noteholder agent,</p> <p>"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</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 style="text-align: center;">Schedule 1</p> <p style="text-align: center;">The Chargors</p> <table> <tr> <th data-bbox="443 611 512 633">Name</th><th data-bbox="770 611 991 633">Company Number</th><th data-bbox="1082 611 1353 633">Registered Office</th></tr> <tr> <td data-bbox="443 672 738 723">Dan-Balt Terminals Limited</td><td data-bbox="770 672 898 694">07840822</td><td data-bbox="1082 672 1369 745">1-6 Yarmouth Place, London, W1J 7BU</td></tr> <tr> <td data-bbox="443 757 659 808">Baltic Oil Terminals plc</td><td data-bbox="770 757 898 779">05752493</td><td data-bbox="1082 757 1369 831">1-6 Yarmouth Place, London, W1J 7BU</td></tr> <tr> <td data-bbox="443 869 707 920">Baltic Petroleum Limited</td><td data-bbox="770 869 898 891">05303991</td><td data-bbox="1082 869 1369 943">1-6 Yarmouth Place, London, W1J 7BU</td></tr> <tr> <td data-bbox="443 981 707 1032">Baltic Terminals Limited</td><td data-bbox="770 981 898 1003">05533122</td><td data-bbox="1082 981 1369 1055">1-6 Yarmouth Place, London, W1J 7BU</td></tr> <tr> <td data-bbox="443 1093 643 1178">Baltic Hydrocarbons Limited</td><td data-bbox="770 1093 898 1115">05606176</td><td data-bbox="1082 1093 1369 1167">1-6 Yarmouth Place, London, W1J 7BU</td></tr> <tr> <td data-bbox="443 1211 707 1263">Baltic Petroleum (E&P) Limited</td><td data-bbox="770 1211 898 1234">05533123</td><td data-bbox="1082 1211 1369 1285">1-6 Yarmouth Place, London, W1J 7BU</td></tr> <tr> <td data-bbox="443 1323 691 1375">Caspian Finance Limited</td><td data-bbox="770 1323 898 1346">05530897</td><td data-bbox="1082 1323 1369 1397">1-6 Yarmouth Place, London, W1J 7BU</td></tr> </table>		Name	Company Number	Registered Office	Dan-Balt Terminals Limited	07840822	1-6 Yarmouth Place, London, W1J 7BU	Baltic Oil Terminals plc	05752493	1-6 Yarmouth Place, London, W1J 7BU	Baltic Petroleum Limited	05303991	1-6 Yarmouth Place, London, W1J 7BU	Baltic Terminals Limited	05533122	1-6 Yarmouth Place, London, W1J 7BU	Baltic Hydrocarbons Limited	05606176	1-6 Yarmouth Place, London, W1J 7BU	Baltic Petroleum (E&P) Limited	05533123	1-6 Yarmouth Place, London, W1J 7BU	Caspian Finance Limited	05530897	1-6 Yarmouth Place, London, W1J 7BU
Name	Company Number	Registered Office																								
Dan-Balt Terminals Limited	07840822	1-6 Yarmouth Place, London, W1J 7BU																								
Baltic Oil Terminals plc	05752493	1-6 Yarmouth Place, London, W1J 7BU																								
Baltic Petroleum Limited	05303991	1-6 Yarmouth Place, London, W1J 7BU																								
Baltic Terminals Limited	05533122	1-6 Yarmouth Place, London, W1J 7BU																								
Baltic Hydrocarbons Limited	05606176	1-6 Yarmouth Place, London, W1J 7BU																								
Baltic Petroleum (E&P) Limited	05533123	1-6 Yarmouth Place, London, W1J 7BU																								
Caspian Finance Limited	05530897	1-6 Yarmouth Place, London, W1J 7BU																								

MG01 - continuation page

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	<p>Baltic Petroleum (E&P) Limited</p> <p>1 1.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,</p> <p>1 1.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;</p> <p>1 1.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,</p> <p>1 1.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>1 1.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>1 1.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;</p> <p>1 1.8 each of the Specified Accounts,</p> <p>1.1.9 all moneys from time to time deposited in or standing to the credit of any bank account with the Noteholder or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)),</p> <p>1 1.10 all Securities and their Related Rights,</p> <p>1 1.11 all of its goodwill and uncalled capital,</p>	Continuation Page

MG01 - continuation page

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	<p>1 1 12 all Intellectual Property,</p> <p>1 1 13 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,</p> <p>1.1 14 each of the following</p> <ul style="list-style-type: none"> (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises; (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person; (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit, <p>including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them</p> <p>2. Floating Charge</p> <p><i>Creation of Floating Charge</i></p> <p>2 1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Noteholder by way of a first floating charge all of its undertaking and all its other property, assets and rights, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (Fixed Security) of the</p>	

MG01 - continuation page

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	<p>Debenture</p> <p>Qualifying Floating Charge</p> <p>2 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (<i>Creation of Floating Charge</i>) of the Debenture.</p> <p>Conversion by Notice</p> <p>2 3 The Noteholder may by notice in writing at any time to any Chargor convert the floating charge created by that Chargor pursuant to Clause 4 1 (<i>Creation of Floating Charge</i>) of the Debenture with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if</p> <p>2.3.1 an Event of Default has occurred which is continuing; or</p> <p>2.3.2 the Noteholder reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is necessary to do so in order to protect or preserve the security constituted by the Debenture over any of the Charged Property and/or the priority of that security</p> <p>Automatic Conversion</p> <p>2 4 Notwithstanding Clause 4.3 (<i>Conversion by Notice</i>) of the Debenture and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4.1 (<i>Creation of Floating Charge</i>) of the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:</p> <p>2.4 1 any Chargor creates or attempts to create any Security over any of the Charged Property (other than as expressly permitted under the Loan Note Instrument or the Debenture),</p> <p>2 4 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or</p> <p>2 4 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor</p> <p>3. Undertakings</p>

MG01 - continuation page

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	<p style="text-align: center;">General</p> <p>3 1 The undertakings in Clause 7 (<i>Undertakings</i>) of the Debenture remain in force from the date of the Debenture for so long as any amount is outstanding under the Debenture.</p> <p style="text-align: center;">Negative Pledge</p> <p>3 2 No Chargor shall create or extend or permit to arise or subsist any Security (other than any Security constituted by the Debenture) over the whole or any part of the Charged Property, other than as permitted under the Loan Note Instrument or with the prior written consent of the Noteholder</p> <p style="text-align: center;">Restriction on Disposals</p> <p>3 3 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by Clause 4.1 (<i>Creation of Floating Charge</i>) of the Debenture for full consideration in the ordinary and usual course of that Chargor's business as it is presently conducted or as permitted under the Loan Note Instrument or with the prior consent of the Noteholder</p> <p>In this Form MG01 and MG01(C3) the following expressions shall have the following meaning:</p> <p>"Authorisations" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Insurances" means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy,</p> <p>"Intellectual Property" means:</p> <p>(a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights,</p> <p>(b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights,</p> <p>(c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits</p>	

MG01 - continuation page

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

deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences,

(d) all know-how, confidential information and trade secrets, and

(e) all physical material in which any intellectual property might be incorporated;

"Mortgaged Property" means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it,

"Premises" means all buildings and erections from time to time situated on or forming part of any Mortgaged Property;

"Related Rights" means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 3 (Securities) of this Form MG01(C3), if any, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere,

"Specified Accounts" means each of the accounts specified in Schedule 4 of the Debenture (Specified Accounts)

MG01 - continuation page
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

Schedule 2

Real Property

Part 1 - Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

**Name of
Chargor**

Premises at:

County/District

**Registered at
HM Land
Registry under
Title No:**

Part 2 - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property comprised in the following title deed(s) or other document(s) of title:

**Name of
Chargor**

Document

Date

Parties

Description

MG01 - continuation page

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

Schedule 3

Securities

Part 1 - Shares

(deliberately left blank)