

MG01s

Particulars of a charge created by a company  
registered in Scotland



52/057607

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 charge created by a  
Scottish company.

☐ **What this form is NOT**  
You cannot use this form  
particulars of a mortgage  
created by a company in  
and Wales or Northern Ireland.  
If this, please use form MG

SATURDAY



\*S11ZBF61\*

SCT

06/10/2012

#10

COMPANIES HOUSE

**1 Company details**

Company number S C 2 9 8 7 3 9

Company name in full Dart Energy (Forth Valley) Limited (the "Chargor")

→ **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 2 1 0 9 2 0 1 2

**3 Description**

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

Description Charge Over Accounts (the "Charge")

**4 Amount secured**

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

Amount secured All monies and all obligations and liabilities now or hereafter due,  
owing or incurred by all or any of the Obligors to all or any of the  
Finance Parties, under or pursuant to the Finance Documents, in  
each case, when the same become(s) due for payment or discharge  
whether by acceleration or otherwise, and whether such monies,  
obligations or liabilities are express or implied; present, future or  
contingent, joint or several; incurred as principal or surety; originally  
owing to a Finance Party or purchased (whether by assignment or  
otherwise) or acquired in any other way by it; denominated in dollars  
or any other currency; or incurred on any current or other banking  
account or in any other manner whatsoever (the "**Secured  
Liabilities**")

Any capitalised terms not defined in this MG01s are defined in the  
MG01s continuation page annexed hereto.

**Continuation page**

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

# MG01s

Particulars of a charge created by a company registered in Scotland

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

The Hongkong and Shanghai Banking Corporation Limited

Address

20 Pasir Panjang Road (East Lobby), # 12-21 Mapletree Business

City, Singapore

Postcode

1 1 7 4 3 9

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

All of the Chargor's right, title and interest from time to time in and to each Account.

All capitalised terms not defined within the MG01s are defined in the MG01s continuation page annexed hereton.

## MG01s

Particulars of a charge created by a company registered in Scotland

7

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

N/A

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.

**Continuation page**

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

# MG01s

Particulars of a charge created by a company registered in Scotland

## 8 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

## 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 out of 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.

## 10 Signature ②

Please sign the form here.

Signature

Signature

X *ASW*

Partner for Tods Murray LLP X

### ② Signature

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

# MG01s

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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 PAW.AZM,H10413.1001

Company name  
Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region

Postcode E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 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 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 mortgagee(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, 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](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)

## MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**"Accession Letter"** has the meaning given to it in the Facility Agreement;

**"Account"** means any account of the Chargor specified in Schedule 1 (*Details of Accounts*) of the Charge (including, in each case, any addition to, or any renewal, replacement, redesignation or renumbering of, any such account (in whatever currency) from time to time), together with:

- (a) all monies now or in future deposited in or credited to, and for the time being standing to the credit of, any such account;
- (b) all interest and other monies from time to time payable in respect of, or accruing to, any such account; and
- (c) all rights of the Chargor to payment or repayment of any of the monies referred to above;

**"Account Bank"** means each of:

(A) The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch in its capacity as account bank; and

(B) any Affiliate of The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch that accedes, and becomes a party, to the Facility Agreement as an "Account Bank" in accordance with Clause 28.12 (*Additional Account Bank*) of the Facility Agreement or in each case, any person that replaces it in such capacity in accordance with the Facility Agreement;

**"Administrative Party"** means each of the Facility Agent, the Security Agent, the Technical Bank, the Modelling Bank, an Account Bank and the Mandated Lead Arranger;

**"Affiliate"** has the meaning given to it in the Facility Agreement;

**"Assignment Agreement"** means an agreement substantially in a recommended form of the APLMA and set out in Schedule 6 (*Form of Assignment Agreement*) of the Facility Agreement or any other form agreed between the relevant assignor, assignee and the Facility Agent;

**"Facility Agent"** means The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch in its capacity as facility agent or any person that replaces it in such capacity in accordance with the Facility Agreement;

**"Facility Agreement"** means the borrowing base facility agreement dated 28 August, 2012 between, amongst others, Dart Energy International Pte Ltd. and The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as the Mandated Lead Arranger, Original Lender, the Facility Agent, the Security Agent and the Account Bank and HSBC Bank plc as the Technical Bank and the Modelling Bank (each as defined in the Facility Agreement);

**"Fee Letter"** means:

- (A) each letter referring to the Facility Agreement or the Facility between one or more Administrative Parties and the Chargor setting out any of the fees payable to, or for the account of, all or any of the Finance Parties in connection with the Facility Agreement and/or the Facility; or
- (B) any other letter designated as such by the Chargor and the Facility Agent;

**"Finance Party"** means each of the Administrative Parties, the Hedging Banks and the Lenders;

## MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**"Finance Document"** means:

- (A) the Facility Agreement;
- (B) each Security Document;
- (C) each Fee Letter;
- (D) (other than for the purposes of Clauses 13 (*Tax Gross up and indemnities*), 14 (*Increased Costs*) or 33.6 (*No set-off by Obligors*)) each Secured Hedging Agreement;
- (E) each Utilisation Request;
- (F) each Accession Letter;
- (G) each Transfer Certificate;
- (H) each Assignment Agreement; or
- (I) each other document designated as such by the Chargor and the Facility Agent;

**"Hedging Agreement"** means each interest, currency or commodity swap, futures contract, option, cap, collar, floor arrangement, forward rate agreement, foreign exchange or currency purchase or sale agreement, derivative transaction or similar arrangement or instrument or each combination of any of the foregoing or other hedging arrangement;

**"Hedging Bank"** has the meaning given to it in the Facility Agreement;

**"Lender"** means:

- (A) any Original Lender; and
- (B) any person which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

**"Mandated Lead Arranger"** means The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch in its capacity as arranger in accordance with the Facility Agreement;

**"Modelling Bank"** means HSBC Bank plc in its capacity as modelling bank or any person that replaces it in such capacity in accordance with the Facility Agreement;

**"Obligors"** has the meaning given to it in the Facility Agreement;

**"Original Lender"** means The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch in its capacity as original lender in accordance with the Facility Agreement;

**"Party"** means, at any time, a party to the Facility Agreement at that time;

**"Permitted Security"** means any Security permitted pursuant to Clause 23.4.4 of the Facility Agreement;

**"Security"** means the security created under or pursuant to or evidenced by the Charge.

## MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**"Security Agent"** means The Hongkong and Shanghai Banking Corporation Limited, Singapore Bank, registered as an Overseas Company with Company number FC000298 and registered office at 1 Queens Road central, Hong Kong;

**"Security Document"** means:

- (A) each of the documents listed in paragraph 3.2 (*Finance Documents*) of Part I (*Conditions precedent to initial Utilisation*) of Schedule 3 (*Conditions precedent*) of the Facility Agreement;
- (B) each other document entered into pursuant to which Security over the share capital of any Obligor is granted to the Finance Parties or, as the case may be, the Security Agent (in its capacity as such) for, or in respect of, the Secured Liabilities;
- (C) each other document entered into pursuant to which Security is granted by any Obligor over that Obligor's assets to the Finance Parties or, as the case may be, the Security Agent (in its capacity as such) for, or in respect of, the Secured Liabilities;
- (D) each other document evidencing or creating any Security in favour of the Finance Parties (or, as the case may be, the Security Agent (in its capacity as such)) for, or in respect of, the Secured Liabilities; and
- (E) each other document designated as such by the Facility Agent and the Company.

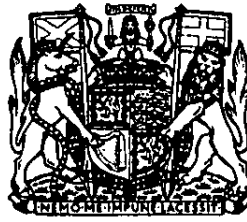
**"Secured Hedging Agreement"** means any Hedging Agreement entered into between any Obligor and any Hedging Bank in compliance with the Facility Agreement;

**"Technical Bank"** means HSBC Bank plc in its capacity as technical bank or any person that replaces it in such capacity in accordance with the Facility Agreement.

**"Transfer Certificate"** means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) of the Facility Agreement or any other form agreed between the Facility Agent and the Chargor;

**"Utilisation Request"** means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*) of the Facility Agreement.





**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

**COMPANY NO. 298739**

**CHARGE NO. 3**

**I HEREBY CERTIFY THAT A CHARGE CREATED BY DART  
ENERGY (FORTH VALLEY) LIMITED**

**ON 21 SEPTEMBER 2012**

**FOR SECURING ALL SUMS DUE OR TO BECOME DUE**

**IN FAVOUR OF THE HONGKONG AND SHANGHAI BANKING  
CORPORATION LIMITED**

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 6 OCTOBER 2012**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 8 OCTOBER 2012**



*Companies House*  
— for the record —



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