

MR01

Particulars of a charge

13/190264



A fee is payable with this form.  
Please see 'How to pay' on the  
last page.

You can use the WebFiling  
Please go to [www.companies](http://www.companies)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR08

MONDAY

WED



\*S33DOFAB\*

SCT 10/03/2014 #181  
COMPANIES HOUSE

\*S331661V\*

SCT 05/03/2014 #69  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

**1 Company details**

Company number S C 4 4 4 8 0 8

Company name in full Capricorn Senegal Limited

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 Charge creation date**

Charge creation date 2 1 0 2 2 0 1 4

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name BNP Paribas

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

#### Continuation page

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

Description

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

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### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature

Signature

X

*Pinsent Masons LLP*

X

*For Pinsent Masons LLP*

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ~~Sarah Muncer~~ MICHAEL DUFFY

Company name  
Pinsent Masons LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



### 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 instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### 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 filed on paper.**

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)**



**FILE COPY**

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

Company number: 444808

Charge code: SC44 4808 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st February 2014 and created by CAPRICORN SENEGAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th March 2014.

Given at Companies House, Edinburgh on 13th March 2014



**Companies House**



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



## PLEDGE OVER BANK ACCOUNT

**CAPRICORN SENEGAL LIMITED**, a limited liability company incorporated under the laws of Scotland, having its registered office in 50 Lothian Road, Edinburgh EH3 9BY with company number SC444808, represented by SIMON THOMSON, duly empowered for the purposes hereof, (hereafter the "Client"), hereby:

for the purpose of securing and guaranteeing the payment of all monetary obligations at any time due, owing or incurred by the Borrowers to BNP PARIBAS, a French *Société Anonyme* with a share capital of euro 2,490,325,618 and whose registered office is at 16 boulevard des Italiens, 75009 Paris (acting through its Energy and Commodities Paris Business Centre located at 16 rue de Hanovre, 75002 Paris) ("BNP PARIBAS" or the "Secured Party"), for whatever reason whether present or future, actual or contingent and whether in principal, interest, late interest, commissions, fees, costs, expenses or other ancillary costs, under or in connection with the Facility Letter (such obligations being collectively referred to herein as the "Secured Amounts"),

pledges, in accordance with Articles 2355 *et seq.* of the French Civil Code, and Articles L. 521-1 *et seq.* of the French Commercial Code, the account No. [REDACTED] and all sub-accounts of such account (the "Deposit Account") opened in its name in the books of BNP PARIBAS as bank account holder (the "Pledged Account").

This Pledge over Bank Account is effective as of the date hereof and is concluded and shall extend to the ultimate balance of the Secured Amounts, regardless of any intermediate payment or discharge.

Pursuant to Article 2361 of the Civil Code, the pledge over the Pledged Account (*nantissement*) created hereunder is valid between the parties and enforceable against third parties (*opposable aux tiers*) as from the date hereof, without the need for further steps to be taken.

BNP PARIBAS as bank account holder is a party hereto; consequently the Client acknowledges that pursuant to Article 2362 of the Civil Code, this Pledge over Bank Account shall be enforceable immediately against BNP PARIBAS as bank account holder without the need for notice.

Pursuant to the provisions of Article 2360 of the Civil Code, the rights of the Secured Party extend to the credit balance, whether provisional or definitive, of the Pledged Account on the date on which the Secured Party exercises its rights hereunder, after taking into account all debits and credits previously initiated but not yet completed.

The Client irrevocably authorises BNP PARIBAS to debit the Pledged Account with any amounts owed by the Client to BNP PARIBAS.

Upon the occurrence of an Event of Default (as set out in the Facility Letter) and for so long as such Event of Default remains outstanding and is not waived, the Client authorises BNP PARIBAS to freeze the Pledged Account to secure all of the Borrowers' obligations hereunder and in connection with any of the Secured Amounts. Unless otherwise permitted by BNP PARIBAS, upon such freezing of the Pledged Account by BNP PARIBAS, no debit operation or any withdrawal of any nature whatsoever by the Client in relation to the Pledged Account shall be registered or permitted.

As security for the payment of the Secured Amounts, the Client accepts that BNP PARIBAS shall exercise over the Pledged Account all the rights and entitlements which the law confers on such a secured party, including *inter alia*, the right to obtain full and irrevocable title to the sums standing to the credit of the Pledged Account.



**BNP PARIBAS**  
CORPORATE & INVESTMENT BANKING

All costs and expenses (including duly justified in writing legal fees) incurred or borne in connection with this Pledge over Bank Account shall be borne by the Client.

This Pledge over Bank Account shall be governed by and construed in accordance with French law.

Any dispute arising out of this letter, including without limitation relating to the validity, interpretation or performance of this letter, shall be submitted to the exclusive jurisdiction of the Commercial courts of Paris (*Tribunal de Commerce de Paris*), France.

The Client hereby irrevocably, to the extent that it may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), agrees not to claim and waives such immunity to the full extent permitted by the laws of that jurisdiction. The Client hereby irrevocably waives any objections on the ground of venue or *forum non conveniens* or any similar grounds.

**INTERPRETATION**

In this Agreement:

"Borrowers" has the meaning ascribed to such term in the Facility Letter;

"Facility Letter" means the facility letter between, inter alia, BNP PARIBAS (as uncommitted issuing bank) and the Client (as borrower) dated 8 November 2012 in relation to a uncommitted facilities for the issue of letters of credit, guarantees, counter-guarantees and other similar instruments for a total maximum amount of up to USD 75,000,000, as amended by amendment agreements dated 27 November 2012, 29 October 2013, 31 October 2013 and as amended and restated by amendment and restatement agreement dated on or about the date hereof and as may be further amended, restated or otherwise modified from time to time.

Signed in two (2) original copies, in EDINBURGH AND PARIS  
the day of 21ST FEBRUARY 2014

For and on behalf of CAPRICORN SENEGAL LIMITED

By SIMON THOMSON

Title: DIRECTOR

By \_\_\_\_\_

Title: \_\_\_\_\_

In the presence of:

Witness Susan Gibb

Name SUSAN GIBB

Address 50 LOTHIAN ROAD, EDINBURGH.

For and on behalf of BNP PARIBAS as bank account holder and as the Secured Party

By D. DIDIER

Title DD

By \_\_\_\_\_

T. Vincent VERON  
Managing Director  
BNP PARIBAS

We certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

*Robert Mear*