

000002/13

3/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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.companieshouse.gov.uk

☒ 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 MR0

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A27 *A290T24J* 24/05/2013 #313
COMPANIES HOUSE
A30 *A28IRP1U* 16/05/2013 #105
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 0 4 5 4 2 7 6 9

Company name in full Glencore Energy UK Ltd

142

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 1 0 0 5 2 0 1 3

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 Societe Generale (as Security Agent) 189, Rue d'Aubervilliers
Paris CEDEX 19 France 75886

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

~~I certify that this is a true and complete copy
of the original~~

[Signature]

Date - 14th MAY 2013 02:13 PM on 10

MR01

Particulars of a charge

4**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

Under the designation Notice, the chargor (to the extent it has not already done so) with full title guarantee assigns absolutely all its present and future right, title and interest in and to the contracts and documents identified as 'New' in the column headed 'Assigned Contract (Existing/New/Non-Recourse)' in Appendix A to the designation Notice, including all moneys payable to the Chargor, and any claims, awards and judgements in favour of receivable or received by the chargor, under or in connection with pursuant to such contracts or documents

'Finance Documents' means the facility Agreement, the parent company guarantee, each fee letter, each Security Document, each utilisation request, and each borrowing base report

'Security Document' means inter alia, the Security Agreement dated 25 February 2011, the AR Pledge Agreement dated 25 February 2011 and any Designation Notice

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**

6**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**

7**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**

MR01

Particulars of a charge

8

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)

9

Signature

Please sign the form here

Signature

Signature

X

Robert Stine

X

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

Company name

Glencore Energy UK Ltd

Address

50 Berkeley Street

Post town

London

County/Region

Postcode

W 1 J 8 H D

Country

UK

DX

Telephone

0207 412



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4542769

Charge code: 0454 2769 0142

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2013 and created by GLENCORE ENERGY UK LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2013.

Given at Companies House, Cardiff on 29th May 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

GLENCORE

ENERGY UK Ltd.

FORM OF DESIGNATION NOTICE

To Societe Generale, Paris
189, rue d'Aubervilliers
75886 Paris, CEDEX 19
France
Attention Rostislava Ninova (rostislava.ninova@sgcib.com)
Claire Jouanneau (claire.jouanneau@sgib.com)
Facsimile +33 1 5898 2170
Telephone +33 1 5898 3443
(the "Security Agent")

10th May 2013

- 1 Glencore Energy UK Ltd (the "Chargor") hereby gives notice under Clause 5 2 (*Designation Notice*) of the Security Agreement dated 25th February 2011 (the "Security Agreement") and Additional Security Agreement dated 14th August 2012 (the "Additional Security Agreement") between the Chargor and the Security Agent
- 2 In this notice, unless a contrary indication appears, terms used in the Security Agreement and the Additional Security Agreement have the same meaning and construction
- 3 The Chargor, with full title guarantee, hereby assigns absolutely to the Security Agent (as security for the payment of all Liabilities) all its present and future right, title and interest in and to the contracts and documents identified as "New" in the column headed "Assigned Contract (Existing/New/Non-Recourse)" in the Borrowing Base Report attached at Appendix A to this Designation Notice, provided that any assignment of contracts or documents effected in accordance with this paragraph shall only be to the extent that such contracts or documents have not already been assigned by the Chargor pursuant to Clause 5 1 (*Assignment of Contracts*) of the Security Agreement and the Additional Security Agreement and or by a Designation Notice delivered pursuant to Clause 5 2 (*Designation Notice*) of the Security Agreement and Additional Security Agreement
- 4 The Chargor hereby confirms that no Event of Default in respect of clauses 22 7 (*Insolvency and rescheduling*), 22 8 (*Winding-up*), 22 9 (*Execution or distress*) and 22 10 (*Analogous events*) of the Amended and Restated Facility Agreement has occurred and is continuing as at the date of this Designation Notice

Signed by



For and on behalf of
GLENCORE ENERGY UK LTD

Name Karen Davis

Title Authorised Signature

I certify that this is a true and complete copy
of the original



Date 22/5/2013

European Receivables Financing new in the pool

Invoice Contract Rate	Repay Rate	Prevalent 1/Final Rate	Country/Party	Ultimate Parent	Ultimate Parent Country	Counterparty Rating	Ultimate Parent Rating	Ultimate Parent Name	Commodity	TI Date	Payment Due Date	Gross Exposure	Comment	Controlled By	LCPU Rating	Assigned Contract	Expirable Yes/No	Counterparty Yes/No	Grade Yes/No	Insured/ Bribe	% Insured	Substantiated Matter	Settle Time Depend	Borrowing Rate	Settle Date
28Apr13	0.04163	PR20V	Monsters Plc	United Kingdom	UK	NR	NR	04Apr13	UK	04Apr13	30 07Apr13	40,375			NEW	YES	NO	NO	NO			Zero Premium (Private) Ltd NL	32,083.54	NO	
28Apr13	0.04163	PR20V	Monsters Plc	United Kingdom	UK	NR	NR	04Apr13	UK	04Apr13	30 07Apr13	40,812			NEW	YES	NO	NO	NO			Zero Premium (Private) Ltd NL	32,722.05	NO	
28Apr13	0.04163	PR20V	Monsters Plc	United Kingdom	UK	NR	NR	04Apr13	UK	04Apr13	30 07Apr13	173,205			NEW	YES	NO	NO	NO			Zero Premium (Private) Ltd NL	138,900.00	NO	
28Apr13	0.04163	PR20V	Monsters Plc	United Kingdom	UK	NR	NR	04Apr13	UK	04Apr13	30 07Apr13	173,205			NEW	YES	NO	NO	NO			Zero Premium (Private) Ltd NL	138,900.00	NO	
28Apr13	0.04163	PR20V	Monsters Plc	United Kingdom	UK	NR	NR	04Apr13	UK	04Apr13	30 07Apr13	173,205			NEW	YES	NO	NO	NO			Zero Premium (Private) Ltd NL	138,900.00	NO	
28Apr13	0.04163	PR20V	Monsters Plc	United Kingdom	UK	NR	NR	04Apr13	UK	04Apr13	30 07Apr13	173,205			NEW	YES	NO	NO	NO			Zero Premium (Private) Ltd NL	138,900.00	NO	
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