

MG01

612316/13

Particulars of a mortgage or charge



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  
form MG01s

TUESDAY



LD5

\*LH123OD9\*

19/10/2010

31

COMPANIES HOUSE

**1 Company details**

Company number 0 5 8 0 6 0 7 6

Company name in full Vostok Energy Public Limited Company (the "Pledgor")

2 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 d3 m1 m0 y2 y0 y1 y0

**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 Deed of Pledge dated 13 October 2010 (the "Deed") created by the Pledgor  
in favour of Capita Trust Company Limited (the "Pledgee").

**4 Amount secured**

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

Amount secured As defined in the Deed "Secured Obligations" means  
all obligations at any time due, owing or incurred  
by the Pledgor to the Pledgee under the Transaction  
Documents; whether present or future, actual or  
contingent (and whether incurred, solely or jointly  
and whether as principal or surety or in some other  
capacity)

**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 ☒ Capita Trust Company Limited

Address Phoenix House, 18 King William Street

London

Postcode E C 4 N 7 H E

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

Please see continuation pages

# 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 866)

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 870) 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 Linklaters LLP

X

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 Piers Summerfield

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX DX10 London/City

Telephone 02074565442



### 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@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)

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="317 367 1038 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="317 421 1142 483">Vostok Energy Public Limited Company, Company Number 05806076 (1)</p> <p data-bbox="317 546 1134 577"><b><u>PLEDGE/CHARGE/ASSIGNMENT/SHARE RETENTION</u></b></p> <p data-bbox="317 622 1508 1077"> 1      By way of security for the due and punctual payment, discharge and satisfaction of the Secured Obligations, the Pledgor, subject to the First Ranking Pledge and the provisions of the Deed of Priority, hereby -   (a)   Pledges and charges, as second priority security, and agrees to pledge and charge to the Pledgee the share certificates in respect of the Pledged Shares and all its right, title, interest and benefit, present and future, to and in the Charged Assets, and _____   (b)   Assigns and agrees to assign, as second priority security, to the Pledgee all its right, title, interest and benefit, present and future, actual or contingent, related to, or accruing in respect of, the Charged Assets including, without limitation to the generality of the foregoing, all voting and other powers relating or pertaining to the Charged Assets subject to the occurrence of an Enforcement Event </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>Vostok Energy Public Limited Company, Company Number 05806076</p> <p><b>Note (1):</b> In this Form, except to the extent that the context requires otherwise</p> <p><b>"Agency Agreement"</b> means the Paying and Conversion Agency Agreement dated 13 October 2010, as amended from time to time, between the Pledgor, the Pledgee and the Principal Paying and Conversion Agent whereby the initial Principal Paying and Conversion Agent and, the Paying and Conversion Agent were appointed in relation to the Bonds, and includes any agreement for the time being in force amending or modifying the aforesaid agreement in accordance with its terms,</p> <p><b>"Bonds"</b> means the bearer bonds substantially in the form set out in Schedule 1 of the Trust Deed,</p> <p><b>"Charged Assets"</b> means all or any of -</p> <ul style="list-style-type: none"> <li>(i) <u>The Pledged Shares,</u></li> <li>(ii) <u>The Further Shares,</u></li> <li>(iii) <u>All dividends, interest and other distributions and returns paid or payable or made on or in respect of the Pledged Shares and the Further Shares, as the case may be, and</u></li> <li>(iv) All stocks, shares, allotments, rights, moneys or property accruing or offered by way of redemption, bonus, preference, option or otherwise and all other rights, interests, benefits, advantages or consensual rights offered or arising in respect of the Pledged Shares and the Further Shares as the case may be,</li> </ul> <p><b>"Company"</b> means Royal Atlantic Energy (Cyprus) Limited a company incorporated under the laws of Cyprus with registration number 173074,</p> <p><b>"Conditions"</b> means, in relation to the Bonds, the terms and conditions set out in Schedule 1 of the Trust Deed,</p> <p><b>"Deed of Priority"</b> means the deed of priority dated on or about the date of the Deed made between the Pledgor, EBRD and the Pledgee,</p> <p><b>"EBRD"</b> means the European Bank for Reconstruction and Development,</p> <p><b>"Escrow Deed"</b> means the escrow deed dated 13 October 2010 between the Pledgor and Deutsche Bank AG,</p> <p><b>"Encumbrances"</b> means any 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>	Continuation page (2)

## 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>Vostok Energy Public Limited Company, Company Number 05806076</p> <p><b>"Event of Default"</b> has the meaning given to it in Conditions,</p> <p><b>"Enforcement Event"</b> means the occurrence of an Event of Default which is continuing,</p> <p><b>"Extraordinary Resolution"</b> means means a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority of at least 75 per cent of the votes cast,</p> <p><b>"First Ranking Pledge"</b> means the first priority pledge dated 18<sup>th</sup> September, 2009 made between (i) the Pledgor and (ii) EBRD as pledgee,</p> <p><b>"Further Shares"</b> means any further shares and other securities of any kind in the Company at any time issued to or held by, to the order of or on behalf of, the Pledgor in addition to, in substitution for or replacement of any of the Pledged Shares,</p> <p><b>"Lien"</b> means any mortgage, pledge, charge, privilege, priority, hypothecation, encumbrance, assignment, lien, attachment, set-off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to, or any segregation of or other preferential arrangement with respect to, any present or future assets, revenues or rights</p> <p><b>"Non-Pledged Shares"</b> means at the date of the Deed 15,000 shares of EURO 17 each par value, representing 50% of the issued capital of the Company and following the Sole Participant Restructuring 15,000 shares of EURO 17 each par value (including the Transferred Share) which are not subject to the pledge granted in the Deed,</p> <p><b>"Paying and Conversion Agent"</b> means the Principal Paying and Conversion Agent and its successors in title,</p> <p><b>"Pledged Shares"</b> means 15,000 shares of EURO 17 each in the Company registered in the name of the Pledgor and representing 50% of the issued share capital of the Company,</p> <p><b>"Principal Paying and Conversion Agent"</b> means, in relation to the Bonds, Deutsche Bank AG, London Branch, in its capacity as Principal Paying and Conversion Agent (in respect of the Bonds) and any successor to that role,</p> <p><b>"Secured Obligations"</b> means all obligations at any time due, owing or incurred by the Pledgor to the Pledgee under the Transaction Documents, whether present or future, actual or contingent (and whether incurred, solely or jointly and whether as principal or surety or in some other capacity),</p> <p><b>"Security Period"</b> means the period commencing 13 October 2010 and terminating on the date on which the Deed terminates in accordance with clause 13 of the Deed,</p> <p><b>"Share Retention Agreement"</b> means the agreement dated 13 October 2010 between the Company and the Pledgee pursuant to which the Company agrees not to effect any change in its equity interest in, or transfer or pledge (or otherwise grant any Lien over), any of its shares in the capital of, Diail Alliance without the prior written consent of the Pledgee or with the approval of an Extraordinary Resolution,</p> <p><b>"Sole Participant Restructuring"</b> means the transfer of a single Non-Pledged Share from the Pledgor to an entity in the same group as the Pledgor in order to comply with Article 88 of the Russian Civil Code and Article 7 of the Russian Law on Limited Liability Companies,</p>	Continuation page (3)

# 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	Vostok Energy Public Limited Company, Company Number 05806076		Continuation page (4)
	<p>"<b>Tranferred Share</b>" means the single Non-Pledged Share transferred pursuant to the Sole Participant Restructuring,</p> <p>"<b>Transaction Documents</b>" means the Trust Deed, the Agency Agreement, the Deed, the Share Retention Agreement, the Escrow Deed and the Deed of Priority, and</p> <p>"<b>Trust Deed</b>" trust deed dated 13 October 2010 made between the Pledgor and the Pledgee</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	Vostok Energy Public Limited Company, Company Number 05806076	
	<b>Note (2)</b>	
	The Deed provides that	
	<p>1. During the Security Period, other than pursuant to any Sole Participant Restructuring, the Pledgor undertakes not to deal in any way with the Non-Pledged Shares (or any part thereof), that would be adverse to or otherwise prejudice any of the rights of the Pledgee under the Deed or any of the other Transaction Documents and the Pledgor further undertakes (save in respect of Sole Participant Restructuring) not and shall not</p>	
	<p>(a) grant or permit to exist or enter into any agreement for the grant of an Encumbrance over all or any part of the Non-Pledged Shares, or</p>	
	<p>(b) sell, transfer or otherwise dispose of or grant any interest in or over, all or any part of the Non-Pledged Shares</p>	

Continuation page (5)



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5806076  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF PLEDGE DATED 13  
OCTOBER 2010 AND CREATED BY VOSTOK ENERGY PUBLIC  
LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO CAPITA TRUST  
COMPANY LIMITED ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 19 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 OCTOBER  
2010

LC



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES