

# MR01

## Particulars of a charge



Companies House

000135-23



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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 there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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.  
It must be scanned and placed on the public record. **Do not send the original**



\*L72QXMD5\*

LD6

29/03/2018

#240

COMPANIES HOUSE

THURSDAY

### 1 Company details

Company number 0 3 6 8 9 6 2 0

Company name in full PREMIER OIL HOLDINGS LIMITED

8 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 d 2 d 6 m 0 m 3 y 2 y 0 y 1 y 8

### 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 SANTANDER UK PLC

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.



MRU1  
Particulars of a charge

4	<b>Brief description</b>	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
5	<b>Other charge or fixed security</b>	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
6	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
7	<b>Negative Pledge</b>	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
8	<b>Trustee statement <sup>①</sup></b>	
	<p>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.</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).</p>
9	<b>Signature</b>	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p><b>X</b> <i>Sullivan &amp; Worcester UK LLP</i> <b>X</b></p> <p>This form must be signed by a person with an interest in the charge.</p>	



# MK01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name	NAGIA PARASCHOU
Company name	SULLIVAN & WORCESTER UK LLP
Address	FLOOR 36
	TOWER 42
	25 OLD BROAD STREET
Post town	LONDON
County/Region	LONDON
Postcode	E C 2 N 1 H Q
Country	UNITED KINGDOM
DX	
Telephone	020 7448 1021



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**





**FILE COPY**

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

Company number: 3689620

Charge code: 0368 9620 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2018 and created by PREMIER OIL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2018.

Given at Companies House, Cardiff on 6th April 2018



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



EXECUTION VERSION

REF: PMONOPMEX3.1E

Certified as a true copy of the original	
<i>Sullivan &amp; Worcester UK LLP</i>	
Sullivan & Worcester UK LLP Tower 42 • 25 Old Broad Street London • EC2N 1HQ	Date: 28/03/2018

**THIS CHARGE** is made by way of deed on the 26 day of March 2018

BETWEEN

- (1) **PREMIER OIL HOLDINGS LIMITED**, a limited liability company duly incorporated and validly existing under the laws of England and Wales, with company number 03689620 and with registered address at 23 Lower Belgrave Street, London, SW1W 0NR (the “**Company**”); and
- (2) **SANTANDER UK PLC**, with registered office at 2 Triton Square, London NW1 3AN (the “**Bank**”).

#### RECITALS

- (A) The Bank and the Company have entered into a counter-indemnity dated on or about the date of this Charge with reference PMONOPMEX3.1E (the “**Counter-Indemnity**”); and
- (B) it is a condition precedent to the issuance of the SBLC (as defined in the Counter-Indemnity) that the Company executes and delivers this Charge.

NOW IT IS HEREBY AGREED as follows:

#### 1. DEFINITIONS

Capitalised terms used and not defined herein have the meanings given to them in the Counter-Indemnity. In addition, in this Charge (unless the context otherwise requires):

“**Charged Account**” means the following account held by the Bank in the Banks’s name with the designation “Santander re Premier Oil” and account details:

Sort Code: 090715  
Account Number: 00082230  
Swift Code: ABBYGB2L  
IBAN: GB36ABBY09071500082230

and any replacement account or any sub-division or sub-account of that account.



“**Deposit**” means all amounts which are from time to time paid by the Company into the Charged Account, and all the Company’s right, title and interest in such amount, in accordance with the terms of the Counter-Indemnity, together with all interest accruing from time to time in respect of it or them.

“**Secured Liabilities**” means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or at any time in the future be due, owing or incurred by the Company to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise, under or in connection with the Counter-Indemnity together with interest, commission, fees and legal and other costs, charges and expenses (on a full indemnity basis) charged or incurred by the Bank and including but not limited to those arising from the Bank perfecting or enforcing (or attempting to enforce) this Charge or any other security (and its rights thereunder) held by the Bank from time to time.

## 2. **CHARGE**

### 2.1 **First Fixed Charge**

In consideration of the Bank agreeing to issue the SBLC in accordance with the Counter-Indemnity, the Company with full title guarantee hereby charges the Deposit by way of first fixed charge in favour of the Bank as continuing security for the repayment and satisfaction on demand of all Secured Liabilities.

### 2.2 **No entitlement to withdraw Deposit**

Until such time as the Bank is satisfied that the Company has no further actual or contingent liability to the Bank under the Counter-Indemnity in accordance with clause 4.7(b) of the Counter-Indemnity: (a) the Deposit will not be due or accruing due to the Company; and (b) the Company shall not demand or claim to be entitled, except with the prior written consent of the Bank, to withdraw any amount standing to the credit of or claim any rights in respect of the Charged Account.

### 2.3 **Continuing Security**

The charge hereby created shall:



- 2.3.1 be a continuing security notwithstanding any intermediate payment or settlement of account;
- 2.3.2 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Company in respect of any Secured Liabilities nor by any legal limitation or lack of any borrowing powers of the Company in any matter in respect of any Secured Liabilities or by any other fact or circumstance (whether known or not to the Company or the Bank) as a result of which any Secured Liabilities may be rendered illegal, void or unenforceable by the Bank;
- 2.3.3 remain binding on the Company notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Bank or the assets of the Bank and for this purpose this Charge and all rights conferred on the Bank hereunder may be assigned or transferred by the Bank accordingly; and
- 2.3.4 be additional and without prejudice to any other security which the Bank may hold from time to time.

### 3. **REPRESENTATIONS AND WARRANTIES**

The Company represents and warrants to the Bank, on the date of this Charge and as a continuing obligation, that:

- 3.1 it has full power and authority to enter into this Charge, and that the charge hereby created does not contravene any of the provisions of its memorandum and articles of association or any contractual obligations binding on the Company or on its assets; and
- 3.2 it is the sole and beneficial owner of the Deposit now subject to, or which at any time after this date may become subject to, the charge constituted by this Charge and that the rights of the Company in respect of the Deposit are free from any mortgage, lien or any other encumbrance or security agreement or security interest of any kind and the Company irrevocably and unconditionally undertakes that during the continuance of the security constituted by this Charge it will not, with the exception of the security constituted by this Charge or with the prior written consent of the Bank,



create, attempt to create, or permit to subsist any such mortgage, lien or any other encumbrance or security agreement or security interest on or over the Deposit or any part of it or permit any lien to arise or affect the whole or any part of the Deposit.

4. **BANK'S POWERS**

The Bank is irrevocably authorised, without prior notice to the Company, whenever the Bank has received a Demand:

- 4.1 to appropriate and apply the whole or any part or parts of the Deposit in or towards payment or discharge of any or all of the Secured Liabilities in accordance with the terms of the Counter-Indemnity; and
- 4.2 for the purposes of any such appropriation and application, to convert the whole or any part or parts of the Deposit, at the expense of the Company, into any currency other than that in which the same is or are then held by the Bank and any risk or loss arising from the conversion of any amount from one currency to another (or from any fluctuation in exchange rates) shall be borne by the Company.

5. **DEPOSIT FOR FIXED PERIOD**

The provisions of sub-clause 2.2 and clause 4 above shall apply notwithstanding that the Deposit or any part or parts of it may have been made or deposited for a fixed period and that the period may not have, or may have, expired.

6. **CERTIFICATION**

A certificate by a duly authorised officer of the Bank as to the amount of any Secured Liabilities with the Bank at any time, or as to the amount of any credit balance on the Charged Account at any time, shall (save in the case of manifest error) be conclusive.

7. **BANK'S POWER TO OPEN NEW ACCOUNT**

If the Bank receives, or is deemed to be affected by, notice (actual or constructive) of any subsequent charge or other interest affecting the Deposit or if the continuing nature of the charge hereby created is determined for any reason, the Bank may open a new account or accounts in the name of the Company but, whether or not it does, it



shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice or at the time of determination (as the case may be) and from that time all payments made to the Bank shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount of the Secured Liabilities secured by this Charge.

8. **POWER OF ATTORNEY**

By way of security, the Company irrevocably appoints the Bank or any person nominated in writing under the hand of any officer of the Bank as the Company's attorney, in its name and on its behalf, for the purpose of perfecting and/or enforcing the security created by this Charge, to do in the name and on behalf of the Company all such acts and execute all such documents which the Company itself could do or execute in relation to the Deposit or any matters dealt with in this Charge.

9. **COSTS**

9.1 The Company shall pay to the Bank on demand all costs, expenses (including but not limited to legal fees) and duties suffered or incurred by the Bank in the negotiation, preparation, completion and enforcement of this Charge or otherwise in respect of the Deposit.

9.2 The Company shall indemnify the Bank on demand against all other costs, losses, liabilities and damage suffered or incurred by the Bank in respect of the Deposit and the exercise of any of its rights or the performance of its obligations in respect of the Deposit.

10. **MISCELLANEOUS**

10.1 The Company may not assign or otherwise transfer any of its rights or obligations under this Charge without the Bank's prior written consent.

10.2 Each party agrees to keep this Charge and all information relating to it (other than public information or information that is or becomes lawfully known to such party other than in breach of confidentiality obligations) confidential and not to disclose it to anyone other than to its respective officers, directors, employees and those of its Affiliates, financiers, professional advisers, auditors, insurance brokers and insurers on a need-to-know basis, as well as to any competent court or regulatory authority.



EXECUTION VERSION

REF: PMONOPMEX3.1E

- 10.3 No failure or delay on the part of the Bank to exercise any of its rights or powers hereunder shall operate as a waiver hereof, nor will any single or partial exercise by it of any right or remedy preclude any other or further exercise hereof of the exercise of any other right or remedy. The rights and remedies provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.
- 10.4 This Charge and any amendment hereto may be executed in any number of counterparts (including but not limited to by facsimile transmission) and all such counterparts taken together shall be deemed to constitute one and the same document.
- 10.5 In the event that any one or more provisions contained in this Charge shall be invalid, illegal or unenforceable in any respect under law the validity, legality or enforceability of the remaining provisions shall not be impaired.
- 10.6 A person who is not a party to this Charge has no right under the Contracts (Right of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term under this Charge.
- 10.7 All notices, Demands or other communications between the parties hereunder shall be in writing, in English and given by courier, registered post, fax or email to the persons listed below. Any such notices, Demands or communications shall be deemed received (i) if delivered by courier or registered post, on the date of signature confirming receipt, (ii) if delivered by fax, on the date of confirmation of transmission, and (iii) if delivered by email, on the date of actual receipt. Any notices, Demands or communications received after 5pm local time will be deemed received on the following Business Day.

For the Company:

Premier Oil Holdings Limited  
Att: Finance Director/Group Treasurer  
23 Lower Belgrave Street  
London SW1W 0NR  
Fax: 02077303346  
Email: rrose@premier-oil.com /  
tflane@premier-oil.com

For the Bank:

Santander Global Corporate Banking  
Att: Michele Peduzzi / Roy Clark / Mark  
Storkey  
2 Triton Square, Regent's Place  
London NW1 3AN  
Tel : 033 114 80043  
Email :  
michele.peduzzi@santanderpcb.com /  
roy.clark@santanderpcb.com / GTB-



EXECUTION VERSION

REF: PMONOPMEX3.1E

MiddleOfficeTF@santanderGCB.com

10.8 This Charge is intended to take effect as a deed even if signed under hand by the Bank.

11. **GOVERNING LAW AND JURISDICTION**

This Charge (and any non-contractual obligations relating to it) shall be governed by and construed in accordance with English law and the parties hereto irrevocably submit to the jurisdiction of the English Courts.

This Charge has been executed and delivered by the Company as a deed and takes effect on the date stated at the beginning of it.

Executed and delivered as a deed by  
**PREMIER OIL HOLDINGS LIMITED**



Director  
RICHARD ROSE.




Director  
ANDREW RIGG.

Witnesses:

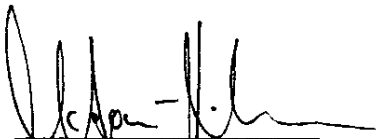


Name: SYAMYL AHMED BROHI.  
Address: 23 LOWER BELGRAVE ST  
Date: 26/03/2018. LONDON SW1W 0NR



Name: EMMA CORBET-MILLARD  
Address: 23 LOWER BELGRAVE STREET SW1W  
Date: 26/3/18 ONR

For and on behalf of  
**SANTANDER UK PLC**



Name: MICHAEL FORSTER  
Position: MARKETING DIRECTOR



Name: MICHAEL FORSTER  
Position: EXECUTIVE DIRECTOR