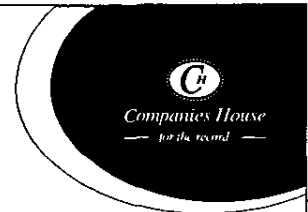


MG04

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



☒ **What this form is for**
You may use this form to register a memorandum of satisfaction where part or the whole of the property has a) been released from the charge or b) ceased to form part of the property

☒ **What this form is NOT for**
You cannot use this form to register a memorandum of satisfaction where part or the whole of the property a) has been released from the charge or b) no longer forms part of the company's property. If you do this, please use

For further information, please refer to our guidance at



PC2 05/03/2010 84
COMPANIES HOUSE

1 Company details		for official use
Company number	0 4 6 4 5 1 8 4	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	D1 OILS TRADING LIMITED	

2 Creation of charge		1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	d 2 0 m 1 2 y 2 0 0 5	
Description 1	DEBENTURE	
Date of registration 2	d 0 4 m 0 1 y 2 0 0 6	

3 Name and address of chargee(s), or trustee(s) for the debenture holders		Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	BARCLAYS BANK PLC	
Address	1 CHURCHILL PLACE	
	LONDON	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

MG04

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

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

AS SPECIFIED IN PART II OF THE ATTACHED SCHEDULE ✓

PART I

IN THIS FORM MG04

'Assets, means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative,

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Debenture but only insofar as concerns that floating charge,

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, data base rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any application for, these rights,

CONTINUED

5

Satisfaction of the property charged

I confirm that with respect to the charge described above that ❶

- ☐ part of the property
☒ the whole of the property

has ❷

- ☒ been released from the charge
☐ ceased to form part of the company's property or undertaking
☐ been released from the charge and ceased to form part of the company's property

❶ Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

Mane Edwards.

X

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

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Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



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 **MARIE EDWARDS**

Company name **D1 OILS PLC**

Address **33-37 CHARTERHOUSE SQUARE**

Post town **LONDON**

County/Region

Postcode **E C 1 M 6 E A**

Country

DX

Telephone



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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(h) of the Debenture,</p> <p>'Land' includes freehold and leasehold and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p>'now' means on the date of the Debenture and 'present' and 'future' shall be construed accordingly,</p> <p>'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Debenture,</p> <p>'Secured Sums' means all money and liabilities covenanted to be paid or discharged by the Chargor to the Bank under clause 2 of the Debenture and set out in this Form MG04 as the 'Amount Secured'</p> <p>'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000),</p> <ul style="list-style-type: none"> • Which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or • The certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that or its nominee or to the order of the Bank, <p>including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise</p> <p>PART II</p> <p>PARTICULARS OF PROPERTY MORTGAGED OR CHARGED</p> <p>By clause 3 1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Secured Sums,</p> <p>1 By way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at HM Land Registry,</p> <p>CONTINUED</p>

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Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 By way of fixed charge</p> <p>(a) All Land in England and Wales now vested in the Chargor and registered at HM Land Registry, (b) All other Land which is now, or in the future becomes, the Chargor's property, (c) All plant and machinery now or in the future attached to any Land, (d) All rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land, (e) All the Chargor's Securities, (f) All insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor</p> <ul style="list-style-type: none"> • Which relate to Assets themselves subject to a fixed charge in favour of the Bank, or • Which are now or in the future deposited by the Chargor with the Bank, <p>together with all the right and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them)</p> <p>(g) All the Chargor's goodwill and uncalled share capital for the time being, (h) All the Chargors intellectual property, present and future, including any intellectual property to which the Chargor is not absolutely entitled or to which it is entitled together with others, the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any intellectual property in any part of the world, all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world, (i) All trade debts now or in the future owing to the Chargor, all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in Section 52(3) of the Companies Act 1989), (j) The benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank,</p> <p>3 By way of floating charge</p> <p>(a) All the Chargor's Assets which are not effectively charge by the fixed charges detailed above and (b) Without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that the Chargor shall not without the Bank's prior written consent</p> <ul style="list-style-type: none"> • Create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge), • Take any other step referred to in clause 5 1 of the Debenture with respect to any of the Floating Charge Assets, • Sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business <p>CONTINUED</p>	

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Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>PART III</p> <p>COVENANTS AND RESTRICTIONS</p> <p>1 Under clause 3 2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3 1 3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice</p> <p>2 Under clause 3 3 of the Debenture, subject to the rights of any prior mortgagee, the Chargor must</p> <p>(a) Deposit with the Bank for its retention all title deeds and documents relating to all assets charged by way of fixed charge under clause 3 1 including insurance and assurance policies,</p> <p>(b) Execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (as its opinion) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Bank may require to achieve this</p> <p>3 Under clause 3 6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture</p> <p>4 Under clause 4 1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank accounts with the Bank, or into any other accounts as the Bank directs Pending that payment, the Chargor will hold all money so received upon trust for the Bank The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any receivable in favour of any other person or purport to do so</p> <p>5 Under clause 4 2 of the Debenture, if a credit balance on any account of the Chargor with the Bank includes proceeds of receivables credited or transferred to that account, the Bank shall have an absolute discretions whether to permit or refuse to permit the Chargor to utilize or withdraw that credit balance and the bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Bank's own name</p> <p>6 Under clause 4 3 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the debenture will in all other respects remain in full force and effect In particular, all amounts due to the Chargor from the Bank or the third party and any receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3 1 2 of the Debenture, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor</p> <p>CONTINUED</p>	

MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>7 Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent</p> <p>a) Create or attempt to create any fixed or floating security of any kind or any trust over any of the assets or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the assets,</p> <p>b) Sell, assign, lease, license, or sub-license, or grant any interest in, its intellectual property rights or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</p> <p>8 Under clause 10 of the Debenture</p> <p>a) The Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreements or give any licence to assign or underlet,</p> <p>b) The Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any land or share the occupation or it with any other person, or agree to do so, without the Bank's prior written consent</p>	