



**Registration of a Charge**

Company name: **RETIG LTD**

Company number: **09796351**



X6L8R57D

Received for Electronic Filing: **14/12/2017**

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**Details of Charge**

Date of creation: **08/12/2017**

Charge code: **0979 6351 0001**

Persons entitled: **BP GAS MARKETING LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



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

Company number: 9796351

Charge code: 0979 6351 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2017 and created by RETIG LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2017 .

Given at Companies House, Cardiff on 18th December 2017

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

Dated 8 December 2017

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Retig Limited  
as Chargor

BP GAS MARKETING LIMITED  
as Chargee

Charge over Shares

I 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.

 NORTON ROSE FULBRIGHT

Sign & Dated *Norton Rose Fulbright LLP*  
*13/12/17*

## Contents

Clause	Page
Interpretation.....	1
1 Definitions and interpretation.....	1
Security.....	6
2 Payment of Secured Obligations.....	6
3 Charges.....	6
4 Set-off.....	6
5 Restrictions.....	6
6 Perfection .....	7
Enforcement .....	9
7 Enforcement.....	9
8 Application of proceeds.....	11
Undertakings.....	12
9 Investments .....	12
10 Representations .....	12
11 General undertakings .....	13
Miscellaneous .....	15
12 Duration of the security .....	15
13 Reinstatement .....	15
14 Waiver of defences.....	15
15 Immediate recourse.....	16
16 Appropriations .....	16
17 Deferral of Chargors' rights .....	16
18 Expenses, liability and indemnity .....	17
19 Payments.....	17
20 Remedies .....	18
21 Power of attorney .....	19
22 Notices.....	19

23	Law and jurisdiction.....	19
	Schedule 1 Initial administrative details of the parties.....	21

8 December  
**THIS DEED** is dated 2017 and made **BETWEEN**:

- (1) **RETIG LIMITED** a company incorporated in England and Wales (registered number: **9796351**) and whose registered office is at Fourth floor, Lombard House, 145 Great Charles Street, Birmingham England B3 3LP as the **Chargor**; and
- (2) **BP GAS MARKETING LIMITED** a company incorporated in England and Wales (registered number: 908982) and whose registered office is at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP as the **Chargee**.

**IT IS AGREED** as follows:

## **Interpretation**

### **1 Definitions and interpretation**

#### **Definitions**

##### **1.1 In this Deed:**

**Administrative Receiver** means one or more administrative receivers appointed, or to be appointed, under this Deed

**Administrator** means one or more administrators appointed, or to be appointed, under this Deed

**Charged Assets** means all the shares held by the Chargor in the Companies from time to time

**Chargee Security** means the Security created by this Deed and any other existing or future Security granted by the Chargor to the Chargee to secure the payment and discharge of Secured Obligations

**Chargee Security Document** means a document creating or evidencing Chargee Security

**Company** means each of:

- (a) **TONIK ENERGY LIMITED**, a company incorporated in England and Wales (registered number: 09812673) and whose registered office is at Fourth Floor, Lombard House, 145 Great Charles Street, Birmingham, England B3 3LP; and
- (b) **LOCUS ENERGY LTD**, a company incorporated in England and Wales (registered number: 08961481) and whose registered office is at Fourth Floor, Lombard House, 145 Great Charles Street, Birmingham, England B3 3LP

**Default Rate** means the rate specified in clause 8(4) (*Billing and Payment*) of the PSA

**Disposal** means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person

**Enforcement Time**, in relation to the Chargor, means any time at which:

- (a) any amount owing by the Tonik Energy Limited to the Chargee is payable but has not been paid, including any amount owing under a Transaction Document;
- (b) an Event of Default has occurred and is continuing; or
- (c) any step is being taken by any person to put the Chargor or a Company into administration;

**Event of Default** has the meaning given in the PSA

**Indebtedness** has the meaning given in the PSA

**Insolvency Event**, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

**Insolvency Legislation** means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

**Obligations**, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;

- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

**Officer**, in relation to a person, means any officer, employee or agent of that person

**PSA** means the preferred supplier agreement dated on or around the same date as this Deed between the Chargee and Chargor

**Receiver** means one or more receivers or managers appointed, or to be appointed, under this Deed

**Right** means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

**Secured Obligations** means Obligations from time to time incurred by Tonik Energy Limited under or in connection with the Transaction Documents when they become due for payment or discharge

**Security** means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to Indebtedness and which has the same commercial effect as if security had been created over it; and
- (c) any right of set-off created by agreement

**Subsidiary** has the meaning given to it in section 1159 of the Companies Act 2006, and in interpreting that provision for the purposes of this Deed, a company is to be treated as a member of a subsidiary even if its shares are registered in the name of (a) a nominee or (b) any party holding Security over those shares, or that secured party's nominee of a person, means any company or entity directly or indirectly controlled by that person (for which purpose, "control" means either the ownership of more than 50 per cent of the voting share capital (or equivalent right of ownership including where the voting share capital may have been transferred by way of Security or is otherwise held by a nominee) of that company or entity, or the power to direct its policies and management, whether by contract or otherwise)

**Termination Date** means the date on which the Chargee expressly confirms in writing to the Chargor that the Security created pursuant to this Deed is released



**Third Parties Act** means the Contracts (Rights of Third Parties) Act 1999

**Transaction Documents** means:

- (a) the PSA;
- (b) this Deed and any other Chargee Security Document;
- (c) any other document defined as such in the PSA; and
- (d) any other document designated as such by the Chargor and the Chargee at any time

**VAT** means value added tax.

### **Interpretation**

#### 1.2 In this Deed:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (c) references to the PSA, any Transaction Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (e) references to a person include its successors in title, permitted assignees and permitted transferees;
- (f) words importing the plural include the singular and vice versa; and
- (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Chargee, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed.

#### 1.3 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Chargee, it will do so as soon as practicable after it becomes aware of the requirement or request.

#### 1.4 It is intended that this document takes effect as a deed even though the Chargee may only execute it under hand.

- 1.5 This Deed may be executed in counterparts.
- 1.6 The provisions of any other Transaction Document relating to:
- (a) any disposition of an interest in land; or
  - (b) any obligation of the Chargees to make further advances,
- are deemed to be incorporated in this Deed.
- 1.7 Where a definition of a type of asset in clause 1.1 contains a number of categories, each category will be construed as separate from each other category.

**Parties and third parties**

- 1.8 Each Receiver and each Officer of the Chargee or a Receiver are not parties to this Deed. However, the Rights conferred on them under this Deed are enforceable by each of them under the Third Parties Act.
- 1.9 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.
- 1.10 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they must obtain consent if the termination or variation adversely affects the Rights of a Receiver or of an Officer of the Chargee or a Receiver under this Deed, but only to the extent that it has notified the Chargee that it intends to enforce that clause at the time of the termination or variation.

## **Security**

### **2 Payment of Secured Obligations**

The Chargor will pay or otherwise discharge all Secured Obligations from time to time when they become due for payment or discharge.

### **3 Charges**

3.1 The charges contained in this clause 3:

- (a) are given to the Chargee
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

3.2 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in the Charged Assets.

### **4 Set-off**

4.1 The Chargee may set off any matured Secured Obligation due from the Chargor (to the extent beneficially owned by the Chargee) against any matured obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

4.2 If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

4.3 These Rights are in addition to the security conferred on the Chargee under this Deed.

### **5 Restrictions**

5.1 The Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Chargee agrees to the contrary.

5.2 No Security will exist over, or in relation to, any Charged Asset without the prior written consent of the Chargee.

5.3 There will be no Disposal of any Charged Asset without the prior written consent of the Chargee.

## **6 Perfection**

### **General action**

- 6.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Chargee may require from time to time in order to:
- (a) ensure that it has an effective first-ranking fixed charge over the Charged Assets, as the Chargee has agreed should rank in priority;
  - (b) facilitate the enforcement of the Chargee Security, the realisation of the Charged Assets or the exercise of any Rights held by the Chargee or any Receiver or Administrator under or in connection with the Chargee Security.
- 6.2 The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Chargee Security Documents.

### **Specific requirements**

- 6.3 The Chargor will:
- (a) on the date of this Deed (or, if it acquires additional shares in a Company later, as soon as practicable after it does so), deposit with the Chargee all certificates or other documents of title to those shares and stock transfer forms for them, executed in blank by the Chargor;
  - (b) if required to do so by the Chargee (and to the extent the Chargor is able to do so) amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Chargee (and procure that the Subsidiary takes, or omits to take, all such other steps as the Chargee may require) in order to enable it to enforce its security without restriction; and
  - (c) if reasonably required to do so by the Chargee, procure that the Chargee or its nominee becomes registered as the legal owner of the shares concerned.

### **Notification**

- 6.4 If, after the date of this Deed, the Chargor acquires or agrees to acquire any additional shares in a Company, it will notify the Chargee as soon as reasonably practicable and will provide it with such information about the acquisition as the Chargee may reasonably require.

### **Subsequent security**

- 6.5 If the Chargee receives notice that any Security has been created over Charged Assets which the Transaction Documents do not permit to rank in priority to the Chargee Security, the Chargee will be treated as if it had immediately opened a new account for the Chargor, and all payments received by the Chargee from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to the Chargee.

## **Enforcement**

### **7 Enforcement**

#### **Time for enforcement**

- 7.1 The Chargee may enforce the Chargee Security created by the Chargor at any time which is an Enforcement Time or if the Chargor requests it to do so.

#### **Methods of enforcement**

- 7.2 The Chargee may enforce the Chargee Security by:
- (a) becoming the registered holder of the Charged Assets, selling the Charged Assets or otherwise receiving the benefit of the Charged Assets in any way it may decide; or
  - (b) appointing a Receiver of all or any part of the Charged Assets.
- 7.3 To the extent that the Chargee Security arises under a security financial collateral arrangement, the Chargee may also enforce it by giving written notice to the Chargor that it is appropriating those Charged Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Chargee will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 8 (*Application of proceeds*). For this purpose, the Chargee will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Chargee;
  - (b) in the case of credit claims, by reference to the amount actually recovered by the Chargee; and
  - (c) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Chargee may reasonably decide.

Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.

- 7.4 An Administrator must be appointed in accordance with the Insolvency Legislation.
- 7.5 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation.
- 7.6 The appointment of a Receiver may be made subject to such limitations as are specified by the Chargee in the appointment.

7.7 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Chargee may specify to the contrary in the appointment.

7.8 Subject to the Insolvency Legislation, the Chargee may remove or replace any Receiver.

#### **Powers on enforcement**

7.9 An Administrator will have the powers given to him by the Insolvency Legislation.

7.10 An Administrative Receiver of the Chargor will have:

- (a) the powers given to him by the Insolvency Legislation;
- (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings.

7.11 The Chargee will, if it enforces the Chargee Security itself, have the same powers as an Administrative Receiver in respect of the assets which are the subject of the enforcement.

7.12 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to the Chargor.

#### **Status and remuneration of Receiver**

7.13 A Receiver of the Chargor will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Chargee, even in the liquidation of the Chargor.

7.14 The Chargee may from time to time determine the remuneration of any Receiver.

#### **Third parties**

7.15 A person dealing with the Chargee or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

## **8 Application of proceeds**

All money received by the Chargee or a Receiver under or in connection with the Transaction Documents (whether during, or before, enforcement of the Chargee Security) will, subject to the rights of any persons having priority, be applied in the following order of priority:

- (a) first, in or towards payment of all amounts payable to the Chargee, any Receiver or their Officers under clause 13 (*Expenses, liability and indemnity*) and all remuneration due to any Receiver under or in connection with the Chargee Security;
- (b) secondly, in or towards payment of the Secured Obligations in such order as the Chargee may determine (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- (c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.



## Undertakings

### 9 Investments

- 9.1 During an Enforcement Time (and also once the Chargee Security is being enforced), the Chargee will be entitled to receive all distributions in respect of the Charged Assets for application in accordance with clause 8 (*Application of proceeds*). Otherwise, the Chargor will be entitled to receive those distributions.
- 9.2 During an Enforcement Time but only upon written notice to the Chargor, the Chargee will be entitled to exercise all voting and other Rights in respect of the Charged Assets. Otherwise, the Chargor will be entitled to exercise those Rights.
- 9.3 To the extent that the holder of the Charged Assets is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.
- 9.4 The Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of the Charged Assets, and the Chargee will not in any circumstances incur any liability in respect of them.

### 10 Representations

The Chargor makes the representations and warranties set out in this clause 14 to the Chargee on the date of this Agreement and on each day thereafter up until the Termination Date.

- 10.1 It is the sole legal and beneficial owner of the respective assets over which it purports to grant Security under this Deed, free from any claims, third party rights or competing interests.
- 10.2 Its payment obligations under the Transaction Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.
- 10.3 The Security granted pursuant to this Deed has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security.
- 10.4 No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by this Deed and the other Transaction Documents to which it is a party.
- 10.5 The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents and the granting of the Security pursuant to this Deed do not and will not conflict with:

- (a) any law or regulation (where, in the case of a regulation not having the force of law, it is customary to comply) applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets.

10.6 Each Transaction Document pursuant to which Security is created and to which it is a party creates the security interests which that Transaction Document purports to create and those security interests are valid and effective.

## **11 General undertakings**

11.1 The Chargor will take all steps as are necessary to preserve the value and marketability of its Charged Assets.

11.2 The Chargor will notify the Chargee as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Chargee under the Chargee Security. Those matters include a breach or purported breach of a Key Contract by any party to it and a claim by any person to an interest in a Charged Asset.

11.3 The Chargor will provide to the Chargee:

- (a) such information about its Charged Assets;
- (b) such information about the extent to which it has complied with its obligations under this Deed; and
- (c) copies of such documents which create, evidence or relate to its Charged Assets,

as the Chargee may from time to time reasonably request.

11.4 If the Chargor does not comply with its obligations under this Deed, the Chargee may do so on the Chargor's behalf on such basis as the Chargee may reasonably decide. The Chargor will indemnify the Chargee on demand against the amount certified by the Chargee to be the cost, loss or liability suffered by it as a result of doing so.

11.5 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by this Deed and the other Transaction Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are

intended to be, the subject of the Security created pursuant to this Deed) or for the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to the Transaction Documents or by law;

- (b) to confer on the Chargee Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed and the other Transaction Documents; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created pursuant to this Deed.

11.6 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Deed and the other Transaction Documents.

## **Miscellaneous**

### **12 Duration of the security**

- 12.1 The Obligations of the Chargor under the Transaction Documents and the security created by the Chargee Security will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- 12.2 If any discharge, release or arrangement (whether in respect of the Secured Obligations or any security for them or otherwise) is made by the Chargee in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 12.3 Section 93 of the Law of Property Act 1925 will not apply to the Chargee Security.

### **13 Reinstatement**

- 13.1 If any discharge, release or arrangement (whether in respect of the obligations of Tonik Energy Limited or any security for those obligations or otherwise) is made by the Chargor in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### **14 Waiver of defences**

- 14.1 The obligations of the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or to the Chargor), including:
- (a) any time, waiver or consent granted to, or composition with, Tonik Energy Limited or any other person;
  - (b) the release of Tonik Energy Limited or any other person;
  - (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, Tonik Energy Limited or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of Tonik Energy Limited or any other person;
- (e) any amendment (however fundamental) or replacement of a Transaction Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security; or
- (g) any insolvency or similar proceedings.

## **15 Immediate recourse**

- 15.1 The Chargor waives any right it may have of first requiring the Chargee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Transaction Document to the contrary.

## **16 Appropriations**

- 16.1 Until the Secured Obligations have been irrevocably and unconditionally discharged in full, the Chargee (or any trustee or agent on its behalf) or a Receiver may:
- (a) refrain from applying or enforcing any other money, security or Rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or apply and enforce the same in the manner and order it thinks fit (whether against those amounts or otherwise) and the Chargor will not be entitled to the benefit of the same; and
  - (b) hold in an interest-bearing suspense account any money received from the Chargor or on account of the Chargor's liability under this Deed.

## **17 Deferral of Chargors' rights**

- 17.1 Unless the Chargee otherwise directs, the Chargor will not exercise any Rights (including rights of set-off) which it may have by reason of performance by it of its obligations under the Transaction Documents or by reason of any amount being payable, or liability arising, under this Deed:
- (a) to be indemnified or reimbursed by Tonik Energy Limited;
  - (b) to claim any contribution from any other obligor in relation to Tonik Energy Limited's obligations under the Transaction Documents;

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee under the Transaction Documents or of any other guarantee or security taken under, or in connection with, the Transaction Documents by the Chargee;
  - (d) to bring legal or other proceedings for an order requiring Tonik Energy Limited to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under this Deed;
  - (e) to exercise any right of set-off against Tonik Energy Limited; and/or
  - (f) to claim or prove as a creditor of Tonik Energy Limited in competition with the Chargee.
- 17.2 If the Chargor receives any benefit, payment or distribution in relation to such Rights it will promptly pay an equal amount to the Chargee for application in accordance with this Deed.
- 17.3 Clauses 17.1 and 17.2 only apply until all the Secured Obligations have been irrevocably and unconditionally discharged in full.
- 17.4 This Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Chargee.

## **18 Expenses, liability and indemnity**

- 18.1 Subject to clause 18.2 below, each of the Chargee and the Chargor agrees that it will bear its own legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by each respective party in connection with the preparation, negotiation of this Deed, the perfection and registration of the Security created pursuant to this Deed and any amendment, waiver, consent or release required in connection with Transaction Documents or Chargee Security.
- 18.2 The Chargor will, on demand, pay all legal and other costs and expenses incurred by the Chargee or by any Receiver relating to the enforcement or preservation of rights under the Transaction Documents, the Chargee Security or the Charged Assets.
- 18.3 Neither the Chargee nor a Receiver nor any of their Officers will be in any way liable or responsible to any Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Chargee Security, except to the extent caused by its own negligence or wilful misconduct.
- 18.4 The Chargor will, on demand, indemnify each of the Chargee, a Receiver and their Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:

- (a) anything done or omitted in the exercise of the powers conferred on it under the Chargee Security, unless it was caused by its negligence or wilful misconduct;
- (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Chargee Security had not been granted and which was not caused by its negligence or wilful misconduct; or
- (c) any breach by the Chargor of the Transaction Documents.

## **19 Payments**

- 19.1 All payments by the Chargor under the Chargee Security Documents will be made in full, without any set-off or other deduction.
- 19.2 If any tax or other sum must be deducted from any amount payable by the Chargor under the Chargee Security Documents, the Chargor will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions.
- 19.3 All amounts payable by the Chargor under the Chargee Security Documents are exclusive of VAT. The Chargor will, in addition, pay any applicable VAT on those amounts.
- 19.4 If the Chargor fails to make a payment to a person under the Chargee Security Documents, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).
- 19.5 No payment by the Chargor (whether under a court order or otherwise) will discharge the Obligation of the Chargor unless and until the Chargee has received payment in full in the currency in which the Obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the Obligation concerned, the Chargee will have a separate cause of action against the Chargor for the shortfall.
- 19.6 Any certification or determination by the Chargee of an amount payable by the Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

## **20 Remedies**

- 20.1 The Rights created by this Deed are in addition to any other Rights of the Chargee against the Chargor or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- 20.2 No failure by the Chargee to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by the Chargee preclude its further exercise.

- 20.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

## **21 Power of attorney**

The Chargor, by way of security, irrevocably appoints each of the Chargee and any Receiver severally to be its attorney to do anything:

- (a) which the Chargor is obliged to do under the Chargee Security Documents but has failed to do so within 7 days of being requested; or
- (b) which the attorney may require to exercise any of the Rights conferred on it by the Chargee Security Documents or by law.

## **22 Notices**

- 22.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address as that party may from time to time notify to the other parties.
- 22.2 It will be deemed to have been received by the relevant party on receipt at that address.
- 22.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other parties.
- 22.4 Any notice to the Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

## **23 Law and jurisdiction**

- 23.1 This Deed and any non-contractual obligations connected with it are governed by English law.
- 23.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 23.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.



23.4 Clause 23.2 is for the benefit of the Chargee only. As a result, the Chargee will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.**

**Schedule 1**  
**Initial administrative details of the parties**

<b>Party</b>	<b>Address</b>	<b>Attention</b>
Chargor	Fourth floor, Lombard House, 145 Great Charles Street, Birmingham England B3 3LP	Managing Director
Chargee	Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP	CFO, Gas Trading – International Gas with copy to IST Legal and IST Credit

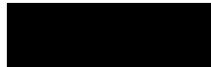
**SIGNATORIES**

**The Chargor**

Executed as a deed by

**RETIG LTD**

acting by: *Chris Russell*



Director

in the presence of:



Name of witness: *SARAH HENNINGS*

Address: *LOMBARD HOUSE, 145 GREAT CHARLES ST, BIRMINGHAM, B3 3LP*

Executed as a deed by

**The Chargee**



**BP GAS MARKETING LIMITED**

Authorised signatory

by: *Fabio Fiorini*