

MR01

Particulars of a charge

170468.13  
IRIS Laserform

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


You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR00

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

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, scanned and placed on the public record.



\*S3YWRTE2\*

SCT

12/01/2015

#82

COMPANIES HOUSE

MONDAY

**1 Company details**

Company number S C 3 9 6 3 8 0  
Company name in full M-SQUARED OIL AND GAS LIMITED

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 d0 d8 m0 m1 y2 y0 y1 y5

**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 Barclays Bank plc  
(the "Chargee")

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.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X Dickson Munte X  
Solicitors for the Chargee

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

**MR01****Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Rachel Fisher

Company name Dickson Minto W.S.

Address 16 Charlotte Square

Post town Edinburgh

County/Region

Postcode 

E	H	2		4	D	F
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Country

DX DX 199 Edinburgh

Telephone 0131 225 4455

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

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

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 396380

Charge code: SC39 6380 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th January 2015 and created by M SQUARED OIL AND GAS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2015.

Given at Companies House, Edinburgh on 14th January 2015



**Companies House**



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

## Floating Charge

*Dickson Minto*  
DICKSON MINTO W.S.  
DATE:

**We, M Squared Oil and Gas Ltd**, incorporated under the Companies Acts (registered number SC396380) in security of all sums and obligations already due or which may hereafter become due from time to time in any manner of way whatever (hereinafter referred to as the "**Secured Sums**") by us to **Barclays Bank PLC** having its registered office at 1 Churchill Place, London do hereby grant in favour of the said Barclays Bank PLC and its successors and assignees whomsoever (hereinafter together referred to as "**the Bank**"), a floating charge over the whole of the property which is, or may be from time to time while this instrument is in force, comprised in our property and undertaking including our uncalled capital for the time being, (all of which are hereinafter referred to as "**our assets**") And we hereby undertake and agree as follows, *videlicet*:

- First
- (1) We covenant to pay or discharge to the Bank on the Bank's demand in writing:
    - (a) all money and liabilities now or in the future due, owing or incurred (before or after that demand) by us to the Bank in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by us alone or by us jointly with any other person; and whether we are a principal or cautioner or other surety; and includes any liability (secured or unsecured) of ours to a third party which subsequently becomes payable to the Bank by assignment or otherwise; and
    - (b) all interest, commission, fees, charges, costs and expenses which the Bank may charge to us in the course of the Bank's business or incur in respect of us or our affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand, decree or judgement.
  - (2) Except as herein otherwise provided or as may hereafter be otherwise agreed in writing by the Bank, the floating charge hereby created shall rank in priority to any fixed security as defined in the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force (which Act as so amended or re-enacted is hereinafter referred to as "**the said Act**") and any other floating charge, being a fixed security or floating charge which shall have been created by us after our execution hereof.
  - (3) Without the previous consent in writing of the Bank we shall not be entitled or at liberty to create or grant any such fixed security or floating charge or any other security, mortgage or charge affecting our assets or any part thereof, heritable, immoveable or moveable, or to sell, dispose of or deal with otherwise than in the ordinary course of our business and for the purpose of carrying on the same, our book or other debts, securities for money or any other part of our assets, heritable, immoveable or moveable, declaring that the sale or other disposal of any part of our heritable or immoveable property and the sale or assignation or other disposal of any such debts or securities in connection with the factoring or discounting thereof shall be deemed not to be in the ordinary course of business.
  - (4) Any such fixed security already subsisting in favour of the Bank or which may at any time hereafter be granted by us in favour of the Bank shall rank in priority to the floating charge hereby created.
  - (5) Any floating charge or fixed security granted or purported to be granted in favour of a person other than the Bank and to which the prior written consent of the Bank is required under (2) above shall, if granted without such consent, rank after and be postponed to the floating charge hereby created.

Second

During the subsistence of the floating charge hereby created we shall, on being so requested by the Bank in writing, forthwith grant in favour of the Bank a fixed security or fixed securities in the usual form or forms adopted by the Bank over any heritable or immoveable property (including freehold and leasehold property) wherever situated which may now or from time to time hereafter belong to us and/or a fixed security or fixed securities in the usual form or forms adopted by the Bank over any book or other

debts, securities for money, or any other moveable property, corporeal or incorporeal, which may now or from time to time hereafter belong or be owing to us.

- Third      The security created by this instrument shall be a continuing security irrespective of any intermediate payment or satisfaction of the Secured Sums or any of them and shall extend to cover all sums and obligations which may be due by us from time to time to the Bank whether solely or jointly with any company, firm or other person, whether as principal or surety and whether actually or contingently, including, without prejudice to the foregoing generality, sums and obligations for which we are or may become liable to the Bank upon any banking account anywhere operated upon by us or with our authority and upon bills, promissory notes, letters of credit, guarantees and other documents of any kind, and all interest, discount, commission and banking charges, and any discharge or restriction which is granted or made on faith of any payment, security or disposition which is invalid, avoided or declared void or repayable or repaid on our or any other person's insolvency will be invalid and the Secured Sums and the security created by this instrument will continue to be enforceable as if the discharge or restriction had never been granted
- Fourth      Subject and without prejudice to the provisions of Clause Tenth hereof, the said sums and obligations shall be repaid and satisfied by us to the Bank either upon demand or in accordance with any separate agreement, in writing entered into by us with the Bank providing for repayment or satisfaction otherwise than on demand, with the interest due thereon at the rate or rates charged and computed as may be provided in any such separate agreement or otherwise in accordance with the ordinary practice of the Bank from time to time (the Bank being entitled, subject and without prejudice to the provisions of any such separate agreement, to fix such rates of interest and alter the same from time to time and to accumulate the interest yearly, half-yearly or quarter-yearly in the option of the Bank) and also with all expenses and other charges of every kind and description, extra judicial as well as judicial, which the Bank may incur.
- Fifth      A stated account made out from the books of the Bank and subscribed by any signing official authorised by the Bank at its Head Office or any of its Local Head offices or at any of its Branch Offices and certifying the gross amount of principal, interest, charges and expenses due by us to the Bank shall, with reference hereto, be sufficient without any other voucher or authority to constitute or ascertain from time to time the sum or sums, principal, interest, charges and expenses which may be or may become due by us to the Bank.
- Sixth      It shall be in the power of the Bank, at its own discretion and without consulting us, to transact or compromise with or give time to any of the parties on bills, promissory notes or other obligations without impairing or affecting our liability hereunder and the security created by this instrument shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security, heritable, immoveable or moveable, or guarantees or other obligations held by the Bank for any sums and obligations due or to become due by us to the Bank from time to time, it being always in the power of the Bank to sell, dispose of, surrender or abandon all or any part of such securities or the shares or property to which they relate or allow these to be sold, disposed of, surrendered or abandoned and to apply the same to any account or item of account or any transaction to which the same may be applicable or to give up, cancel or relinquish any of the said guarantees or other obligations and the obligations hereby undertaken by us shall remain in full force and effect in the same manner and to the same extent as if no such securities or guarantees had ever existed.
- Seventh      (1)      At all times during the subsistence of the security created by this instrument we shall keep all buildings, machinery, fixtures, fittings, trade utensils and the like, which may from time to time form part of our assets in a good state of repair and in proper working order and condition and constantly insured against loss or damage by fire and other similar risks, to the extent of their reinstatement value for the time being with such insurance company or companies as shall be approved by the Bank, the Bank having the right at any time upon giving prior notice to enter any premises belonging to us to view their state of repair and condition.

- (2) We shall likewise keep all raw materials, stock-in-trade, work-in-progress and moveable property belonging to us similarly insured.
- (3) All premiums necessary for such insurances shall be punctually paid by us and the receipts therefor regularly exhibited to the Bank within eight days after the same shall respectively fall due in each year and the policy or policies relative to such insurances shall be endorsed or noted with reference to the interest of the Bank and (if the Bank so requires) we shall produce to or deposit with the Bank all such policies.
- (4) No part of any buildings shall be pulled down or removed nor any of the plant and machinery, fixtures, fittings, trade utensils and the like severed, unfixed or removed except for the purpose of effecting necessary repairs thereto and further as and when any of the said plant and machinery, fixtures, fittings, trade utensils and the like are destroyed, injured or in a state of deterioration we shall forthwith repair, replace and make good the same.
- (5) All moneys which may be received under or by virtue of any insurance policy or policies shall be applied by us in making good the loss or damage in respect of which such moneys may have been received or (in the option of the Bank and without prejudice to any obligation in the policy or policies of insurance or to any other obligation having priority to the obligations imposed by these presents) in discharge or reduction of the sums and obligations hereby secured.
- (6) In the event of our refusing or neglecting to keep in force such insurances or to exhibit to the Bank the receipts for the premiums therefor or to produce or deposit (if required) the policy or policies relative to such insurances, the Bank shall be entitled to effect such insurances as it may think proper over the said buildings and others and we shall forthwith on demand repay to the Bank the amount of such premiums so paid together with interest thereon at the rate or rates aforesaid.

- Eighth We shall provide the Bank with an annual balance sheet and profit and loss account within one hundred and eighty days of the end of our financial year and from time to time such other financial information about our assets and liabilities as the Bank may require and shall maintain our assets at a value from time to time set down by the Bank and notified to us in writing.
- Ninth We shall not be entitled to let or grant leases or sub-leases or other rights of occupancy or possession or use of the buildings or land forming part of our assets or any part thereof nor to create or confer any servitudes or wayleaves or other rights against or affecting such buildings or land or any part thereof without having first obtained the consent thereto of the Bank in writing.
- Tenth The sums and obligations due and to become due by us to the Bank as before mentioned shall, without any demand being made therefor, also fall to be repaid or satisfied to the Bank immediately upon the occurrence of any of the following events:
- (a) on our stopping payment or ceasing to carry on our business;
  - (b) on any step or proceeding being taken for the appointment of an administrator, liquidator or provisional liquidator of us; or
  - (c) on a receiver of our assets or any part thereof being appointed.
- Eleventh As at the date or dates upon which any of the said sums and obligations shall fall to be repaid or satisfied to the Bank as provided in Clauses Fourth and Tenth hereof respectively, or at any other time and from time to time thereafter, it shall be competent to the Bank in its option (1) to capitalise the interest, discount, commission and banking charges then accrued or outstanding and all sums of principal (including any such interest and others so capitalised) shall bear interest computed as aforesaid as well after as before any decree obtained by the Bank for the said sums and (2) if the Bank shall have more than one account for us in its books, to transfer all or any part of a credit balance on any account to any other account then in debit and to do so without prior notice to us and subject only to notifying us of any such transfer having been made.
- Twelfth (1) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this floating charge. At any time after any of the said sums and obligations shall fall to be repaid or satisfied to the Bank as aforesaid or after the Bank shall have



been requested by us in writing so to do, the Bank shall, where permissible by law, be entitled to appoint an administrator of us or have power by instrument in writing to appoint any person or persons whether an officer or officers of the Bank or not to be a receiver or administrative receiver (each a "Receiver") or Receivers of our assets, and may in like manner appoint any person or persons to be a Receiver or Receivers in place of any Receiver removed by the Court or otherwise ceasing to act.

- (2) Every Receiver appointed by the Bank shall be our agent and we shall be solely responsible for his acts or defaults and for his remuneration, costs and expenses (including legal and other professional fees plus disbursements) properly incurred by the Receiver.
- (3) Every Receiver so appointed shall have the powers conferred on Receivers by the said Act and otherwise by law in Scotland and, so far as not inconsistent with applicable law, elsewhere and in addition and without prejudice to these powers shall have power to exercise any rights which may be available to us by virtue of any security granted in our favour.

- Thirteenth      At any time after any of the said sums and obligations shall fall to be repaid or satisfied as aforesaid or after any power conferred by any fixed security or floating charge ranking in priority to the floating charge hereby created shall become exercisable, the Bank shall have power in its sole discretion to redeem or to procure the transfer to themselves of that fixed security or floating charge or any other fixed security or floating charge so ranking in priority and all sums paid by the Bank in consideration of such redemption or transfer shall be at our debit on current account and repayable by us as provided for other sums and obligations in Clauses Fourth and Tenth hereof and shall from the date of payment thereof by the Bank bear interest at the rate or rates charged and computed as aforesaid.
- Fourteenth      We shall at all times maintain our centre of main interests for the purposes of Council regulation (EC) No 1346/2000 on Insolvency Proceedings in the United Kingdom.
- Fifteenth      We agree that the Bank may at any time:
- (a) transfer all or any part of its rights under this instrument and the Secured Sums to any person or otherwise grant an interest in them to any person; and
  - (b) disclose any information about us, this instrument and the Secured Sums to:
    - (i) any of the Bank's associated companies;
    - (ii) any prospective or actual transferee or grantee referred to in Clause Fifteenth (a); and
    - (iii) any other person considered by the Bank to be concerned in the relevant or prospective transaction.
- Sixteenth      We acknowledge and agree that if at any time any provision in this instrument is or becomes illegal, unenforceable by the Bank or otherwise invalid in any respect under any law of any jurisdiction, neither
- (a) the legality, enforceability or validity of any remaining provisions; nor
  - (b) the legality, enforceability or validity of such provision under the law of any other jurisdiction
- will be in any way affected or impaired.
- Seventeenth      We agree that to the extent that our assets constitute "Financial Collateral" (within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226) ("the Regulations")) and are subject to a "Security Financial Collateral Arrangement" (within the meaning of the Regulations) created by or pursuant to this instrument,
- (a) such assets shall be held or designated so as to be under the control of the Bank for all purposes of the Regulations; and
  - (b) the Bank shall have the right but not the obligation at any time after this instrument becomes enforceable to appropriate all or any part of our assets towards the payment or discharge of the Secured Sums.
- We agree that the value of any of our assets so appropriated by the Bank shall be the price of such assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Bank may in its sole discretion

select. We agree that for the purposes of Regulation 18 of the Regulations, such market value or other method of valuation so selected by the Bank is commercially reasonable.

**Eighteenth**

A demand or other notice in writing hereunder by the Bank or on the Bank's behalf shall be deemed to have been sufficiently given to us if:

- (a) hand delivered by or on behalf of the Bank;
  - (i) to any of our directors in person; and/or
  - (ii) by being left at our last known address in the United Kingdom;
- (b) sent by prepaid post to our last known address in the United; and/or
- (c) sent by fax to the last fax number for us known to the Bank,

A demand or other notice to us shall be deemed to have reached us when:

- (aa) if hand delivered, upon being:
  - (i) delivered to any of our directors in person; and/or;
  - (ii) left at our last known address in the United Kingdom;
- (bb) if sent by post, at the earlier of the time of delivery or 10.00 a.m. on the first day upon which the Bank is open for business after such posting; and/or
- (cc) if sent by fax, upon the Bank being satisfied in its sole discretion that the message has been successfully transmitted,

We acknowledge and agree that a notice to be given in writing to the Bank shall only be deemed to have been received upon actual receipt by the Bank and only then when marked for the attention of the official and department within the Bank notified to us from time to time as being responsible for us.

- Nineteenth (1) We agree that Scots law applies to this instrument and we irrevocably submit to the jurisdiction of the Scottish courts. We irrevocably consent to the registration of this instrument and of the stated account referred to in Clause Fifth above for preservation and execution.
- (2) This clause Nineteenth is for the benefit of the Bank. As a result, the Bank shall not be prevented from taking action in any other court of competent jurisdiction. We irrevocably agree that a decree (or other ruling) in any proceedings in connection with this instrument in the Scottish courts will be conclusive and binding on us. We irrevocably consent to any such decree or other ruling being enforced against us by the Bank in the courts of any other jurisdiction.

**In Witness whereof** these presents consisting of this and the five preceding pages are subscribed for us and on our behalf at: Glasgow on 8 January 2015

by Signature [Redacted Signature]  
Full Name GARETH THOMAS MALL Director

in the presence of:

Signature [Redacted Signature]  
Full Name ALAN BRUNNING PORTER Witness

Address [Redacted Address]  
[Redacted Address]  
[Redacted Address]