

MR01

Particulars of a charge

212563 / B



**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 MR02

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**  
**21 days** beginning with the day after the date of creation of the  
charge. If the form is delivered outside of the 21 days it will be rejected unless it is  
delivered with 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



\*S2DC38EX\*  
SCT 25/07/2013 #76  
COMPANIES HOUSE

THURSDAY

**1 Company details**

Company number 01021486

Company name in full First Oil Expro Limited

17 For official use

→ **Filing 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 01/07/2013

**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 Ian Alexander Suttie

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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## Particulars of a 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

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### 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

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### 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

*am*

25 July 2013

X

For and on behalf of CMS Cameron McKenna LLP

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 James Horton

Company name CMS Cameron McKenna LLP

Address 2nd Floor

7 Castle Street

Post town Edinburgh

County/Region

Postcode E H 2 3 A H

Country

DX ED 194 Edinburgh

Telephone 0131 220 8556



### 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 1021486

Charge code: 0102 1486 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2013 and created by FIRST OIL EXPRO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2013

Dx

Given at Companies House, Cardiff on 30th July 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated

17 JULY

2013

- (1) FIRST OIL PLC and others as Chargors
- (2) IAN SUTTIE as Lender

CERTIFIED AS A TRUE AND  
COMPLETE COPY OF THE  
ORIGINAL SAVE FOR  
REDACTIONS UNDER S.  
859G COMPANIES ACT 2006

Date: 24th July 2013  
CMS Cameron McKenna LLP,  
2nd Floor, 7 Castle Street,  
Edinburgh EH2 3AH

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AMENDMENT DEED

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CMS Cameron McKenna LLP

2<sup>nd</sup> Floor

7 Castle Street

Edinburgh

EH2 3AH

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F +44(0)131 220 7670

JAHIO/JEAL/GOIIA/121961.00043

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THIS DEED is dated 17 July 2013 and made between

- (1) IAN ALEXANDER SUTTIE as Lender (the "Lender"), and
- (2) THE COMPANIES listed in Schedule 1 (together, the "Chargors" and each a "Chargor"),

**WHEREAS**

- (A) This Deed is made supplemental to the debenture dated 5 October 2011 and made between the Original Chargors and the Lender (together the "Parties"), as such Debenture has previously been amended by a deed of amendment to debenture (the "Deed of Amendment 2011") dated 23 November 2011 (the debenture as so amended being hereafter referred to as the "Debenture"), and
- (B) In consideration of the Lender providing and continuing to provide the facilities to certain of the Chargors, the parties hereto have agreed to amend the Debenture in the manner set out herein

**NOW IT IS AGREED** as follows

**1. Definitions and Interpretation**

- 1.1 Terms defined in the Debenture shall have the same meanings when used herein save where the context otherwise requires or save as defined elsewhere in this Deed.
- 1.2 The provisions of Clauses 1.4 (*Construction of certain terms*) of the Debenture shall (so far as the context shall permit) apply to this Deed as if set out herein in full and as if all references to the "Deed" were references to this Deed
- 1.3 It is intended that this Deed takes effect as a deed notwithstanding the fact that a Party may only execute this Deed under hand Amendments
- 2.1 The Parties hereby agree that the Debenture will be amended on and with effect from the date of this Deed
- 2.2 The Debenture will be amended as follows
  - 2.2.1 The definition of "Additional Guarantor" in clause 1.1 (*Definitions*) of the Debenture shall be amended by:
    - (a) deleting the words "Accession Deed" and replacing them with the words "accession deed", and
    - (b) deleting the word "defined" and replacing it with the word "envisaged",
  - 2.2.2 The definition of "Facility Agreement" in clause 1.1 (*Definitions*) of the Debenture which reads

"**Facility Agreement**" means the Facility Agreement between the Original Chargors, BNP Paribas (in various capacities), Fortis Bank, UK Branch (as account bank) and others dated 5 October 2011 and any other replacement facility agreement entered into from time to time by the Original Chargors "

shall be deleted in its entirety and replaced with the following new definition:

"**Senior Facility Agreement**" means the Facility Agreement entered into between certain of the Chargors, BNP Paribas (in various capacities), BNP Paribas Fortis, UK Branch (formerly Fortis Bank, UK Branch) as account bank and others dated 5



October 2011 as amended and restated pursuant to a amendment and restatement agreement entered into between certain of the Chargors, BNP Paribas (in various capacities), BNP Paribas Fortis, UK Branch (formerly Fortis Bank, UK Branch) as account bank and others dated 16 May 2013",

- 2.2.3 The term "Facility Agreement" where it appears in the definitions "Approved Fields" and "Licences" in clause 1.1 (*Definitions*) of the Debenture shall be deleted and replaced (in each case) with the term "Senior Facility Agreement";
- 2.2.4 A new definition of "Securities" shall be inserted into clause 1.1 (*Definitions*) of the Debenture and read as follows.

"**"Securities"** means the assets of the Chargors described in Clause 3.1.5",
- 2.2.5 Clause 1.2 (*Successors and assigns*) of the Debenture shall be amended by inserting the word "Lender" after the words "Security Trustee",
- 2.2.6 Clause 3.1.3 (*Fixed Charge*) of the Debenture shall be amended by deleting the words "Clause 3.1 or 3.2" on the second line and replacing them with the words "Clause 3.1.1 or 3.1.2",
- 2.2.7 Clause 3.1.11 (*Fixed Charge*) of the Debenture shall be amended by deleting the words "Clause 3.10" and replacing them with the words "Clause 3.1.10"; and
- 2.2.8 Clause 3.1.14 (*Fixed Charge*) of the Debenture shall be amended by deleting the words "Security Trustee" and replacing them with the word "Lender".

### 3. Construction

- 3.1 On and from the Effective Date, this Deed, the Deed of Amendment 2011 and the Debenture will be construed as one document

### 4. No Waiver

- 4.1 Except as otherwise provided in this Deed, the Debenture, the Guarantee and the Facility Agreement remain in full force and effect
- 4.2 No waiver of any provision of the Facility Agreement, the Debenture, the Guarantee or any other Finance Document is given by the terms of this Deed and the Lender expressly reserves all their rights and remedies in respect of any breach of, or other default under, the Facility Agreement, the Debenture, the Guarantee or any other Finance Document (as applicable)

### 5. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed

### 6. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of England. Clause 18.2 (*Jurisdiction*) of the Debenture will apply to this Deed as if set out in full in this Deed except that references to the Debenture are to be construed as references to this Deed.

**This Deed has been entered into as a deed and is intended to be and is delivered as a deed on the date stated at the beginning of this Deed.**

## Schedule

	Chargor	Registered Office	Company Number
1	First Oil plc	1 Queens Terrace Aberdeen AB101XL	SC191745
2	First Oil UK Holdings Limited	21 Reggata House 32 Twickenham Road Teddington Middlesex TW11 8AZ	01282732
3	First Oil Expro Limited	21 Reggata House 32 Twickenham Road Teddington Middlesex TW11 8AZ	01021486
4.	First Oil and Gas Limited	21 Reggata House 32 Twickenham Road Teddington Middlesex TW11 8AZ	05894683
5	Murphy Mungo Limited	21 Reggata House 32 Twickenham Road Teddington Middlesex TW11 8AZ	07944027

**SIGNATURES**

**The Lender**

**IAN ALEXANDER SUTTIE**

 ... Signature

**Chargors**

**EXECUTED AS A DEED**

By **FIRST OIL PLC**

 .. Signature of Director

*STEVEN RICHARD STORSE* .. Name of Director

in the presence of

 ..... Signature of witness

*STEVEN MCCREERY* .. Name of witness

*1 QUEENS TERRACE* .. Address of witness

*ABERDEEN, AB10 1XL*

*FINANCIAL CONTROLLER* Occupation of witness


**EXECUTED AS A DEED**

By **FIRST OIL UK HOLDINGS LIMITED**

 .. Signature of Director

*STEVEN RICHARD STORSE* .. Name of Director

in the presence of

 ..... Signature of witness

*STEVEN MCCREERY* .. Name of witness

*1 QUEENS TERRACE* Address of witness

*ABERDEEN, AB10 1XL*

*FINANCIAL CONTROLLER* Occupation of witness

EXECUTED AS A DEED

By. **FIRST OIL EXPRO LIMITED**

[REDACTED]

.. Signature of Director

STEVEN RICHARD GEORGE Name of Director

in the presence of

[REDACTED]

.. . . . Signature of witness

STEVEN MCCREERY Name of witness

1 QUEENS TERRACE Address of witness

ABERDEEN AB10 1XL

FINANCIAL CONTROLLER Occupation of witness

By. **FIRST OIL AND GAS LIMITED**

[REDACTED]

.. . . . Signature of Director

STEVEN RICHARD GEORGE Name of Director

in the presence of

[REDACTED]

.. . . . Signature of witness

STEVEN MCCREERY Name of witness

1 QUEENS TERRACE Address of witness

ABERDEEN AB10 1XL

FINANCIAL CONTROLLER Occupation of witness

By. **MURPHY MUNGO LIMITED**

[Redacted Signature]

Signature of Director

**STEVEN RICHARD GEORGE** Name of Director

in the presence of

[Redacted Signature]

Signature of witness

**STEVEN MCCREERY** Name of witness

**1 QUEENS TERRACE** Address of witness

**ABERGROBBEN, ABID IXL**

**FINANCIAL CONTROLLER** Occupation of witness