

MG01

Voucher 027835/13

Oyez

Particulars of a mortgage or charge

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



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LD5

21/07/2011

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COMPANIES HOUSE

1 Company details

Company number 01021095

Company name in full P R. Singleton Limited

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 18/07/2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security agreement dated 18 July 2011 between Providence Resources UK
Limited, P R Singleton Limited (together, the "Chargors") and Deutsche
Bank AG, London Branch (the "Chargee") (the "Security Agreement")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Any and all present and future sums, liabilities
and obligations (actual or contingent) owing,
payable or incurred by any Chargor to the Chargee
in any currency under (i) the Swap Agreement or
(ii) the Guarantee (the "Secured Liabilities")

For definitions used in this Form MG01, please see
the attached Continuation Pages.

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

Deutsche Bank AG, London Branch

Address

Winchester House, 1 Great Winchester Street,
London, United Kingdom

Postcode

E C 2 N 2 D B

Name

Address

Postcode

6

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

For Short particulars and definitions used in this Form MG01, please see the attached Continuation Pages

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his.

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None.

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature




Signature





X Freshfields Bruckhaus Deringer LLP X

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

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	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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	Maria Kodilinye/Victoria Navarro
Company name	Freshfields Bruckhaus Deringer LLP
Address	65 Fleet Street
	London
	England
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7427 3624/020 7427 3728
	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 in correctly or with information missing.	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	

	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.	
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 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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Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>DEFINITIONS</p> <p>"Confirmation" means a letter confirming the terms and conditions of Transaction 1, Transaction 2, or Transaction 3 or any other transaction entered into under the Swap Agreement from time to time</p> <p>"Guarantee" means the guarantee dated 18 July 2011 between Providence Resources UK Limited (as guarantor) and the Chargee (as beneficiary)</p> <p>"Schedule" means the schedule to the Swap Agreement</p> <p>"Swap Agreement" means the 2002 ISDA Master Agreement dated 18 July 2011 between the Chargee as Party A and P R Singleton Limited as Party B, together with the Schedule thereto and a Confirmation dated 18 July 2011 in respect of "Transaction 1", a Confirmation dated 18 July 2011 in respect of "Transaction 2" and a Confirmation dated 18 July 2011 in respect of "Transaction 3", and any other Confirmation documenting a transaction entered into thereunder from time to time.</p> <p>"Transaction 1" means the transaction entered into under the Swap Agreement that is referred to in the related Confirmation as "Transaction 1"</p> <p>"Transaction 2" means the transaction entered into under the Swap Agreement that is referred to in the related Confirmation as "Transaction 2"</p> <p>"Transaction 3" means the transaction entered into under the Swap Agreement that is referred to in the related Confirmation as "Transaction 3"</p>	

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 Legal mortgages

Each Chargor charged and agreed to charge in favour of the Chargee by way of first legal mortgage

- (a) the Real Property in England or Wales vested in it on the date of the Security Agreement; and
- (b) any shares forming part of the Investments belonging to it on the date of the Security Agreement

1.2 Fixed charges

Each Chargor charged and agreed to charge in favour of the Chargee by way of first fixed charge all its rights, title and interest from time to time in and to

- (a) the Real Property (to the extent not the subject of a mortgage under Clause 1.1 (Legal mortgages)),
- (b) the Investments (to the extent not the subject of a mortgage under Clause 1.1 (Legal mortgages)),
- (c) any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,
- (d) the Accounts,
- (e) to the extent not effectively assigned under Clause 1.3 (Assignments), the Insurance Policies and the Assigned Agreements to which it is party,
- (f) any goodwill and rights in relation to its uncalled capital;
- (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
- (h) the Intellectual Property,
- (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund, and
- (j) the Monetary Claims

1.3 Assignments

Each Chargor assigned and agreed to assign by way of security, absolutely and unconditionally, to the Chargee all its rights, title and interest from time to time in and to:

- (a) the Insurance Policies, and
- (b) each Assigned Agreement to which it is a party

1.4 Floating charge

(a) Each Chargor charged in favour of the Chargee by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located

(b) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 1.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Security Agreement.

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 RESTRICTION ON DEALINGS</p> <p>2.1 No Chargor may</p> <p>(a) create or permit to subsist any Security Interest on any of the Security Assets, or</p> <p>(b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets, unless permitted to do so under the Swap Agreement</p> <p>2.2 Limitations on Security Interests</p> <p>P.R Singleton Limited and each Credit Support Provider (other than Providence Resources P l c) agreed that it shall not directly or indirectly, make, create, incur, assume or suffer to exist any Security Interest upon or with respect to any part of its property, whether now owned or hereafter acquired, other than the following ("Permitted Security Interests"):</p> <p>(i) any Security Interest created under any Credit Support Document;</p> <p>(ii) any Security Interest arising by operation of law and in the ordinary course of trading and not as a result of any default or omission, and</p> <p>(iii) any netting or set-off arrangement entered into by any Credit Support Provider with a deposit taking institution in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of such Credit Support Provider or its Affiliates but only so long as (i) such arrangement does not permit credit balances of such Credit Support Provider to be netted or set off against debit balances of its Affiliates which are not Obligors and (ii) such arrangement does not give rise to a Security Interest over the assets of such Credit Support Provider in support of liabilities of its Affiliates which are not Obligors.</p>	

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>ADDITIONAL DEFINITIONS</p> <p>"Accounts" means (i) the account of Providence Resources UK Limited with IBAN number IE51AIBK93006761440283, account number 61440283 and sort code 93-00-67, (ii) the account of Providence Resources UK Limited with IBAN number GB82AIBK23839700299278, account number 00299278 and sort code 23-83-97, (iii) the account of P.R. Singleton Limited with IBAN number GB78DNBA40511463740001, account number 63740001 and sort code 40-51-14, (iv) the account of P R. Singleton Limited with IBAN number GB24DNBA40511463740003, account number 63740003 and sort code 40-51-14, and (v) the account of P R Singleton Limited with IBAN number GB94DNBA40511463740004, account number 63740004 and sort code 40-51-14, and all Related Rights</p> <p>"Affiliate" means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person</p> <p>"Assigned Agreements" means the Baxters Copse Licence, the Rathlin Island Licence, the Singleton Licence and any other agreement designated as an Assigned Agreement by a Chargor and the Chargee and (in each case) all Related Rights</p> <p>"Baxters Copse Licence" means the licence to search for, bore for and obtain Oil at Baxters Copse dated 1 September 2008 with reference number PEDL233.</p> <p>"Credit Support Document" means, in relation to P.R. Singleton Limited (i) the share charge dated 18 July 2011 between the Chargee and Providence Resources P.l c , (ii) the share charge dated 18 July 2011 between the Chargee and P R. UK Holdings Limited, (iii) the guarantee dated 18 July 2011 of Providence Resources P.l c in favour of the Chargee, (iv) the guarantee dated 18 July 2011 of P R. UK Holdings Limited in favour of the Chargee; (v) the guarantee dated 18 July 2011 of Providence Resources UK Limited in favour of the Chargee, and (vi) the security agreement dated 18 July 2011 between the Chargors and the Chargee</p> <p>"Credit Support Provider" means, in relation to P.R. Singleton Limited, Providence Resources P.l.c., P R. UK Holdings Limited and Providence Resources UK Limited</p> <p>"Insurance Policy" means, in relation to a Chargor, any contract or policy of insurance of any kind (other than in relation to third party liabilities or similar claims) in which that Chargor has an interest from time to time and all Related Rights</p>	

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Particulars of a mortgage or charge



6	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" means (i) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and (ii) the benefit of all applications and all rights to use such assets (which may now or in the future subsist) and registered includes registrations and applications for registration</p> <p>"Investments" means, in relation to a Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of that Chargor or by any trustee, fiduciary or clearance system on its behalf and all Related Rights</p> <p>"Monetary Claims" means, in relation to a Chargor, any book and other debts and monetary claims owing to that Chargor (other than in respect of any Account) and all Related Rights</p> <p>"Obligors" means P.R. Singleton Limited and each Credit Support Provider</p> <p>"Oil" means petroleum and other related hydrocarbons or minerals or any of them and all other substances produced or extracted in association therewith.</p> <p>"Rathlin Island Licence" means the licence to search for, bore for and obtain Oil at Rathlin Island in the County of Antrim dated 22 February 2011 with reference number PL5/10</p> <p>"Real Property" means, in relation to a Chargor (a) any freehold, leasehold, licence or other interest in any immovable property, including the leasehold interest held by P.R. Singleton Limited for a term of 20 years from 7 June 2010 over land at Singleton Forest, Singleton, Chichester with title number WSX335960, and all Related Rights, and (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights.</p> <p>"Related Rights" means, in relation to any asset (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset, (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset, (c) the proceeds of sale of all or any part of that asset, and (d) any other moneys paid or payable in respect of that asset</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Security Assets" means all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Singleton Licence" means the licence to search for, bore for and obtain Oil at Singleton in the County of West Sussex dated 2 December 1983 with reference number PL240



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1021095
CHARGE NO. 22**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 18
JULY 2011 AND CREATED BY P.R. SINGLETON LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGOR TO DEUTSCHE BANK AG, LONDON BRANCH ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 21 JULY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2011

OK



Companies House
— for the record —



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