



Registration of a Charge

Company Name: **TULLOW OIL PLC**

Company Number: **03919249**



XCYQXCRS

Received for filing in Electronic Format on the: **12/03/2024**

Details of Charge

Date of creation: **06/03/2024**

Charge code: **0391 9249 0060**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

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: **LINKLATERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3919249

Charge code: 0391 9249 0060

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2024 and created by TULLOW OIL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2024 .

Given at Companies House, Cardiff on 16th March 2024

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 6 March 2024

**TULLOW OIL PLC
and others
as Chargors**

**GLAS TRUST CORPORATION LIMITED
as Security Agent**

DEBENTURE

 **NORTON ROSE FULBRIGHT**

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.



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THIS DEED is made on 6 March 2024

BETWEEN:

- (1) **THE COMPANIES** described in Schedule 1 (*The Chargors*) (together, the "Chargors"); and
- (2) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the "Security Agent").

PREAMBLE:

- (a) Pursuant to the Revolving Facilities Agreement and the Senior Secured Notes (as defined in the Intercreditor Agreement), certain of the Secured Parties (as defined in the Intercreditor Agreement) agreed to make available to the Original Borrowers (as such terms are defined therein) certain facilities, and they were granted the Existing Security (as defined below) in return.
- (b) Pursuant to the notes subscription agreement dated 11 November 2023, entered into between, amongst others, Tullow Oil Plc as company, Glencore Energy UK Limited ("Glencore") as arranger and GLAS Trust Corporation Limited as security agent (the "Notes Subscription Agreement"), Glencore agreed to subscribe for secured notes issued by Tullow Oil Plc, on the terms and conditions set out therein.
- (c) In accordance with clause 25.13(b)(i) (*Conditions Subsequent*) of the Notes Subscription Agreement, it is a requirement that the Chargors enter into certain Transaction Security Documents (as defined in the Intercreditor Agreement), including this Deed, in favour of the Security Agent, in substantially the same form as the Existing Security (as defined below).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

"Acceleration Event" mean has the meaning given to it in the Intercreditor Agreement.

"Accounts" means the accounts set out in Schedule 3 (*Accounts*) of this Debenture and any Security Accession Deed (and any renewal or re designation of such account(s)), in each case, together with the debt or debts represented thereby.

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property.

"Charged Property" means all the assets and undertakings of the Chargors which from time to time are subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture and any Security Accession Deed.

"Chargor" means any or each of the Chargors as further described in Schedule 1 (*The Chargors*) and each member of the Group which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Existing Security" means the Security created by or pursuant to the English law governed debenture dated 17 May 2021 made between, the Original Chargor and the

Security Agent, as acceded to by the New Chargors on 13 August 2021 by way of a Security Accession Deed.

"Insurances" means any insurances that are required to be maintained by, or on behalf of, any Obligor or any member of the Group pursuant to the Secured Debt Documents.

"Intercreditor Agreement" means the intercreditor agreement dated 6 May 2021 (as amended and restated on 11 November 2023 and as may be further and/or restated from time to time) and made between, among others, the Original Chargor as the Company, the Debtors (as defined therein), the Security Agent as security agent and Law Debenture Corporate Services Limited (the **"Agent"**) as the Original Senior Secured Issuance Facility Agent (as defined therein).

"LPA" means the Law of Property Act 1925.

"New Chargors" means Tullow Oil SK Limited and Tullow Oil SPE Limited.

"Obligor" has the meaning given to it in the Intercreditor Agreement.

"Original Chargor" means Tullow Oil plc.

"Parties" means each of the parties to this Debenture from time to time.

"Receiver" means any person appointed by the Security Agent to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Debenture or any part thereof.

"Related Property Rights" means, in relation to any property or asset:

- (a) the proceeds of sale and/or other realisation of that property or asset (or any part thereof or interest therein);
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title held by a Chargor in respect of such property or asset; and
- (c) all of a Chargor's rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

"Related Securities Rights" means all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered, or arising in respect of or incidental to any Securities and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of any Securities.

"Revolving Facilities Agreement" means the super senior revolving facilities agreement dated 6 May 2021 (as amended and restated on 14 May 2021 and as further amended and/or restated from time to time) and made between, amongst others, the Original Chargor as the Company and Original Borrower, J.P. Morgan AG as Agent and the Security Agent as Security Agent.

"Secured Parties" has the meaning given to it in the Intercreditor Agreement.

"Secured Debt Documents" has the meaning given to it in the Intercreditor Agreement.

"Secured Obligations" has the meaning given to it in the Intercreditor Agreement.

"Securities" means all of a Share Chargor's present and future right, title, benefit and interest in all stocks, shares, warrants and other securities of any kind whatsoever in its Subsidiaries located in England & Wales (whether in bearer or registered form and including but not limited to the shares, if any, specified in Schedule 2 (*Shares*)) and all Related Rights, whether held directly by or to the order of the relevant Share Chargor or by any trustee, fiduciary, clearance system, custody system, or custodian on its behalf or whether the same have been delivered to or to the order of the Security Agent or its nominee, including all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the relevant Share Chargor.

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in Schedule 5 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require.

"Security Period" means the period from the date of this Debenture until the earlier of (i) the date on which the Security Agent has determined (acting reasonably) that all of the Secured Obligations (whether actual or contingent) have been irrevocably and unconditionally paid and discharged in full and no further Secured Obligations are capable of being outstanding; and (ii) the date on which the Security created under this Debenture has been released with respect to all the Charged Property.

"Share Chargor" means each Chargor, other than the New Chargors.

1.2 Construction

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Debenture.

1.3 Implied covenants for title

The obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a Deed

This Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Property in this Debenture to be a valid agreement under Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Secured Debt Documents and of any side letters between the parties to this Debenture are incorporated into this Debenture.

1.6 Incorporation

- (a) Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Debenture.

- (b) The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement and clause 1.2 (*Construction*) of the Notes Subscription Agreement shall apply *mutatis mutandis* to this Debenture as though they were set out in full in this Debenture, so far as they are relevant, provided that the terms of clause 1.2 (*Construction*) of the Intercreditor Agreement will prevail if there is a conflict between the terms of clause 1.2 (*Construction*) of the Notes Subscription Agreement and clause 1.2 (*Construction*) of the Intercreditor Agreement.
- (c) If the terms and conditions of this Debenture are in contradiction with the terms and conditions of the Notes Subscription Agreement or the Intercreditor Agreement, the terms and conditions of the Notes Subscription Agreement or the Intercreditor Agreement, as applicable, shall, to the fullest extent permitted by law, prevail, provided that the terms and conditions of the Intercreditor Agreement will prevail if there is a conflict between the terms and conditions of the Notes Subscription Agreement and the Intercreditor Agreement.
- (d) Notwithstanding anything to the contrary in this Debenture but without prejudice to the creation of any security interest under this Debenture, the terms of this Debenture shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Debt Documents (other than this Debenture), and the Security Agent shall promptly enter into such documentation and/or take such other action in relation to this deed as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including, but not limited to, by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such Charging Company pursuant to this Clause 1.6(d) shall be for the account of the Charging Company, subject to clause 21 (*Costs and Expenses*) of the Intercreditor Agreement.

2. COVENANTS TO PAY

Each Chargor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it shall on demand pay and discharge the Secured Obligations when they fall due for payment.

3. SECURITY

3.1 General

- (a) The security created under this Debenture is created:
 - (i) in favour of the Security Agent and is security for the payment of all Secured Obligations; and
 - (ii) without prejudice but subject only to the Existing Security, and the provisions of this Debenture shall be construed accordingly.
- (b) If a Chargor is not entitled to grant any Security over its rights and/or interests under any document (including any Hedging Agreement) without the consent of a party to that document:
 - (i) the relevant Chargor must notify the Security Agent promptly;

- (ii) the Security constituted under this Debenture will include and extend to all amounts which the relevant Chargor may receive, or has received, under that document but shall, until the date on which the relevant consent is obtained by the relevant Chargor, not extend to and exclude the document itself and its rights and/or interests under such document;
- (iii) unless the Security Agent otherwise requires, the relevant Chargor must use reasonable endeavours to obtain the consent of the relevant party to enable the relevant Chargor to grant Security over that document under this Debenture; and
- (iv) on and from the date on which such consent is obtained, the Security constituted under this Debenture shall extend to and include that document.

3.2 Creation of fixed charge

- (a) Each Chargor (other than the New Chargors) charges to the Security Agent by way of fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations all of the relevant Chargor's rights to and title and interest from time to time in:
 - (i) all Securities;
 - (ii) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts; and
 - (iii) subject to Clause 3.1(a) (*General*) (to the extent not effectively assigned under Clause 3.3 (*Assignments*)) the Insurances and Hedging Agreements to which the relevant Chargor is a party and all Related Property Rights in respect thereof.
- (b) Each New Chargor charges to the Security Agent by way of fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations all of the relevant Chargor's rights to and title and interest from time to time in:
 - (i) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts; and
 - (ii) subject to Clause 3.1(a) (*General*) (to the extent not effectively assigned under Clause 3.3 (*Assignments*)) the Hedging Agreements to which the relevant Chargor is a party and all Related Property Rights in respect thereof.

3.3 Assignments

Subject to Clause 3.1 (*General*), each Chargor assigns to the Security Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations all of the relevant Chargor's rights to and title and interest from time to time in the:

- (a) Insurances (in the case of each Chargor (other than the New Chargors) only); and
- (b) Hedging Agreements to which the relevant Chargor is a party, together with all Related Property Rights in respect thereof.

3.4 Preservation of fixed charge

Without prejudice to Clause 3.2 (*Creation of fixed charge*) and Clause 3.3 (*Assignments*) if, pursuant to the Secured Debt Documents, a Chargor is entitled to withdraw the proceeds of any amounts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.2 (*Creation of fixed charge*) and stand subject to the floating charge created pursuant to Clause 4.1 (*Creation of floating charge*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other amounts standing to the credit of the Accounts.

4. FLOATING CHARGE

4.1 Creation of floating charge

- (a) Each Chargor charges to the Security Agent by way of floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations all of the relevant Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues, whatsoever and wheresoever, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.2 (*Creation of fixed charge*) or 3.3 (*Assignments*).
- (b) The floating charge hereby created is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (c) Without prejudice to Clause 4.1(b), the Security Agent reserves any rights it may have to appoint an administrative receiver on and following an Acceleration Event in accordance with Sections 72B to H (inclusive) of the Insolvency Act 1986.

4.2 Automatic crystallisation of floating charge

Notwithstanding anything express or implied in this Debenture, and without prejudice to any law which may have similar effect, if:

- (a) a Chargor creates or attempts to create any Security over all or any of the Charged Property (save as permitted under the other Secured Debt Documents) without the prior consent of the Security Agent;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property;
- (c) (unless permitted under the other Secured Debt Documents) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of a Chargor; or
- (d) an Administrator is appointed or any step intended to result in such appointment is taken,

then the floating charge created by Clause 4.1 (*Creation of floating charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.

4.3 Crystallisation on notice of floating charge

(a) Notwithstanding anything express or implied in this Debenture, the Security Agent may:

- (i) at any time on or after an Acceleration Event;
- (ii) if it considers in good faith that any of the Charged Property is in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy; or
- (iii) if it reasonably believes that steps likely to lead to the presentation of a petition for the administration or winding up of or the appointment of an Administrator in respect of the relevant Chargor are being, or have been, taken,

in the case of (i), (ii) or (iii), by giving notice in writing to that effect to the relevant Chargor, convert the floating charge created by Clause 4.1 (*Creation of floating charge*) into a fixed charge as regards any assets of the Chargor specified in such notice.

(b) The conversion shall take effect immediately upon the giving of the notice.

5. GENERAL UNDERTAKINGS

5.1 Negative pledge

Except as permitted under the Secured Debt Documents, a Chargor shall not, without the prior consent in writing of the Security Agent, create or allow to exist any Security on any of the Charged Property or any part of them.

5.2 Disposals

Except as permitted under the Secured Debt Documents, each Chargor shall not dispose of the Charged Property or any part of it or agree so to do. For these purposes the term "disposal" shall include any form of disposal of any interest in any asset including any conveyance, transfer, lease, assignment, sale, right to use or occupy, surrender or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing.

5.3 Deposit of title documents

Each Share Chargor shall deposit with the Security Agent or its nominee (or in relation to any Charged Property issued to or acquired by that Share Chargor after the date of this Debenture, on the date of such issue or acquisition or as soon as reasonably practicable after the date of such issue or acquisition (taking into account any stamping requirements in respect of the relevant Charged Property)):

- (a) all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Securities; and
- (b) duly stamped stock transfer forms or other instruments of transfer duly completed to the Security Agent's satisfaction,

unless, in each case, it has already done so under the Existing Security.

5.4 Calls

No Share Chargor shall, without the consent of the Security Agent, acquire any shares or other Securities unless they are fully paid.

5.5 Dividends

- (a) Before the occurrence of an Acceleration Event, the relevant Share Chargor shall be entitled to receive all dividends or other monies which may be paid or payable in respect of the Securities.
- (b) After the occurrence of an Acceleration Event, the Security Agent (or its nominee) shall be entitled to receive all dividends or other monies which may be paid or payable in respect of the Securities. Each Share Chargor shall, to the extent that such dividends or other monies have not been paid directly to the Security Agent (or its nominee) take all steps as may be required to ensure that such dividends or other monies are paid to the Security Agent (or its nominee). In any event, any such dividends or other monies held by a Share Chargor shall, following an Acceleration Event, be held on trust by that Share Chargor for the Security Agent (or its nominee) and shall be paid to the Security Agent (or its nominee).

5.6 Redemption

No Share Chargor shall redeem or take any step to redeem any redeemable Securities, save to the extent that such redemption would not breach the terms of the Secured Debt Documents.

5.7 Voting rights and other matters

- (a) Before the occurrence of an Acceleration Event, each Share Chargor shall be entitled to exercise all voting rights in respect of the Securities provided that no Share Chargor shall exercise such voting rights in any manner which may prejudice the ability of the Security Agent to realise the security over the Securities created pursuant to this Debenture.
- (b) After the occurrence of an Acceleration Event, the Security Agent may, in such manner and on such terms as it sees fit (in the name of a Share Chargor or otherwise and without the need for further consent from any Share Chargor):
 - (i) exercise, or refrain from exercising, any voting rights in respect of the Securities or, as the case may be, require a Share Chargor to exercise, or refrain from exercising, any such voting rights in accordance with the directions of the Security Agent (in which event, the Share Chargor shall comply with all such directions of the Security Agent);
 - (ii) apply all dividends and other monies arising from the Securities in accordance with Clause 12 (*Application of monies received under this Debenture*);
 - (iii) without prejudice to any other provision of this Debenture, transfer the Securities into the name of such nominee or transferee of the Security Agent as the Security Agent may require; and /or

- (iv) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Securities or, as the case may be, require a Share Chargor to exercise (or refrain from exercising) all or any such powers and rights in accordance with the directions of the Security Agent (in which event, the Share Chargor shall comply with all such directions of the Security Agent).

5.8 Notices of charge and/or assignment

- (a) Each Chargor shall deliver to the Security Agent and serve on any relevant person (a **"relevant counterparty"**) as required by the Security Agent:
 - (i) notices of assignment in respect of any of the assets assigned pursuant to this Debenture, and shall use its reasonable endeavours to procure that each notice is acknowledged by that relevant counterparty; and
 - (ii) notices of charge in respect of any of the assets charged pursuant to this Debenture and shall use its reasonable endeavours to procure that each notice is acknowledged by that relevant counterparty.
- (b) For the avoidance of doubt, a Chargor will not be required to comply with the obligations set out in Clause 5.8(a) if the Chargor has already delivered to the Security Agent and served on any relevant counterparty, a notice of assignment and/or charge, in respect of the same assets under, and in connection with, the Existing Security (the **"Existing Notice"**), as the Chargor will be deemed to have already satisfied its obligations under Clause 5.8(a) by way of the Existing Notice.
- (c) The notices of charge and/or assignment and/or acknowledgement referred to in Clause 5.8(a) shall be in a form substantially similar to that contained in the Schedule 4 (*Form of Notices*) hereto or such other form as the Security Agent may reasonably require.

5.9 Hedging Agreements

Each Chargor shall ensure that to the extent within its power, the *lex situs* of each Hedging Agreement to which it is a party remains, at all times, English law.

6. UNDERTAKINGS AS TO ACCOUNT PROCEEDS

6.1 Account Proceeds: position before enforcement

Subject to Clause 6.2 (*Account Proceeds: position after enforcement*), each Chargor shall, subject to any restrictions in the Secured Debt Documents preventing or regulating the withdrawal of the same, be entitled to withdraw any credit amount from the Accounts.

6.2 Account Proceeds: position after enforcement

Following an Acceleration Event, no Chargor shall be entitled to be paid, withdraw or otherwise transfer any credit amount referred to in Clause 6.1 (*Account Proceeds: position before enforcement*).

6.3 Control by Security Agent

Following an Acceleration Event, the Security Agent shall be entitled to apply all amounts in the Accounts in or towards reduction (as and when they fall due) of amounts outstanding under the Secured Debt Documents and such other payments and obligations of the Obligors as it may agree (in such order and from such Accounts as it thinks fit).

6.4 Persons with Significant Control regime

- (a) In respect of any Shares which constitute Charged Property, the relevant Share Chargor shall promptly:
 - (i) notify the Security Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and provide to the Security Agent a copy of any such warning notice or restrictions notice;
 - (ii) respond to that notice within the prescribed timeframe; and
 - (iii) provide to the Security Agent a copy of the response sent/received in respect of such notice.
- (b) For the purposes of withdrawing any restrictions notice or for any application to the court under Schedule 1B of the Companies Act 2006, the relevant Share Chargor shall (and shall ensure that the relevant members of the Group will) provide such assistance as the Security Agent may reasonably request in respect of any Shares which constitute Charged Property and provide the Security Agent with all information, documents and evidence that it may reasonably request in connection with the same.

7. RIGHTS OF THE SECURITY AGENT

7.1 Enforcement

Following an Acceleration Event, the security created pursuant to this Debenture shall be immediately enforceable and the Security Agent may in its absolute discretion and without notice to the relevant Chargor or the prior authorisation of any court:

- (a) enforce all or any part of the security created by this Debenture and take possession of or dispose of all or any of the Charged Property in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions conferred from time to time on:
 - (i) mortgagees by the LPA (as varied or extended by this Debenture) or by law; and
 - (ii) granted to a Receiver by this Debenture or by law.

7.2 Restrictions on consolidation of mortgages

Section 93 of the LPA shall not apply to this Debenture or to any sale made under it. The Security Agent shall have the right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time. Such

power may be exercised by the Security Agent at any time following an Acceleration Event.

7.3 Restrictions on exercise of power of sale

Section 103 of the LPA shall not apply to this Debenture and the power of sale arising under the LPA shall arise on the execution of this Debenture (and the Secured Obligations shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by Section 101 of the LPA as varied or extended by this Debenture and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Agent at any time following an Acceleration Event.

7.4 Leasing powers

The restrictions contained in Sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Agent or any Receiver under this Debenture. The statutory powers of leasing may be exercised by the Security Agent upon and following an Acceleration Event and the Security Agent and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

7.5 No prior notice needed

The powers of the Security Agent set out in Clauses 7.2 (*Restrictions on consolidation of mortgages*) to 7.4 (*Leasing powers*) may be exercised by the Security Agent without prior notice to the relevant Chargor.

8. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

8.1 Appointment

- (a) Following an Acceleration Event, or at the request of a Chargor, the Security Agent may, without prior notice to the Chargors, in writing (under seal, by deed or otherwise under hand) appoint:
 - (i) a Receiver in respect of the Charged Property or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead; or
 - (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in Clause 9.1 (*Powers*) shall restrict the exercise by any Secured Party of any one or more rights of a Secured Party under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

8.2 More than one receiver

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Agent may specify to the contrary in the appointment.

8.3 Receiver as agent

A Receiver shall be the agent of the Chargors which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party.

8.4 Receiver's remuneration

Subject to section 36 of the Insolvency Act 1986, a Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Agent from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

8.5 Actions of the Administrator

Save as for provided for in statute or as otherwise agreed in writing by the Security Agent, the Secured Parties shall have no liability for the acts or omissions of an Administrator.

8.6 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

9. RECEIVER'S POWERS

9.1 Powers

A Receiver shall have (and be entitled to exercise) in relation to the Charged Property over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Debenture):

- (a) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (b) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (c) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- (d) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Debenture or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the relevant Chargor; the collection and/or realisation of Charged Property in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the relevant Chargor)).

9.2 Powers may be restricted

The powers granted to a Receiver pursuant to this Debenture may be restricted by the instrument (signed by the Security Agent) appointing him but they shall not be restricted by any winding-up or dissolution of the relevant Chargor.

10. PROTECTION OF PURCHASERS

10.1 Absence of enquiry

No person or persons dealing with the Security Agent or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Debenture are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Debenture. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Agent or any such Receiver.

10.2 Receipt: conclusive discharge

The receipt of the Security Agent or any Receiver shall be a conclusive discharge to any purchaser of the Charged Property.

11. POWER OF ATTORNEY AND DELEGATION

11.1 General

Each Chargor hereby irrevocably and by way of security appoints the Security Agent and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- (a) to execute and deliver any documents or instruments which the Security Agent or such Receiver may require for perfecting the title of the Security Agent to the Charged Property or for vesting the same in the Security Agent, its nominee or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document which a Chargor is required to enter into pursuant to this Debenture; and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which (a) may be required for the full exercise of all or any of the powers conferred on the Security Agent or any Receiver under this Debenture; (b) a Chargor is required to do pursuant to this Debenture; or (c) may be deemed expedient by the Security Agent or a Receiver in connection with (i) any disposition, realisation or getting in by the Security Agent or such Receiver of the Charged Property or any part thereof or (ii) any other exercise of any other power under this Debenture.

11.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 11 (*Power of attorney and delegation*) does or purports to do in exercise of the powers granted by this Clause.

11.3 General delegation

The Security Agent and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Debenture (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

12. APPLICATION OF MONIES RECEIVED UNDER THIS DEBENTURE

12.1 Order of application

Any monies received by the Security Agent or any Receiver after this Security has become enforceable must be applied in accordance with clause 14 (*Application of Proceeds*) of the Intercreditor Agreement.

12.2 Suspense account

The Security Agent may credit any monies received under this Debenture in respect of the Secured Obligations to an interest-bearing suspense account for so long and in such manner as the Security Agent may from time to time determine and the Receiver may retain the same for such period as he and the Security Agent consider appropriate.

13. RELEASE OF SECURITY

13.1 Release

The Security Agent shall, at the request and cost of the relevant Chargor, execute (in a form acceptable to the Security Agent) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Property from the security created by or in accordance with this Debenture:

- (a) once the Security Agent has determined to its satisfaction (acting reasonably) that all of the Secured Obligations (whether actual or contingent) have been irrevocably and unconditionally paid and discharged in full; or
- (b) if permitted under the terms of the Secured Debt Documents.

13.2 Avoidance of payments

- (a) No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Agent (acting reasonably) considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.
- (b) If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the relevant Chargor shall be deemed not to have occurred and the Secured Parties shall be entitled to enforce this Debenture subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

14. POWER OF SEVERANCE

In the exercise of the powers conferred by this Debenture, the Security Agent or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Security Agent or any Receiver may apportion any rent or other amount without the consent of the relevant Chargor.

15. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Property it may, without prejudice to its rights under this Debenture, open a fresh account or accounts with the relevant Chargor and continue any existing account in the name of the relevant Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the relevant Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Obligations. If a Secured Party fails to open a fresh account it will be deemed to have done so with the effect that any monies received or realised after that time will not reduce the Secured Obligations at the time when that Secured Party received notice.

16. NOTICES

Any communication to be made under or in connection with this Debenture shall be made in accordance with clause 25 (*Notices*) of the Intercreditor Agreement.

17. CHANGES TO PARTIES

17.1 The Chargors

This Debenture shall be binding on the successors and assignees of each Chargor.

17.2 Assignment and transfer

No Chargor may assign or transfer any of its rights and obligations under this Debenture. The Security Agent may assign and transfer all or any part of its rights and obligations under this Debenture to any successor security agent.

17.3 New Chargors

Each Chargor will procure that any member of the Group incorporated in English and Wales which is required to do so by the terms of the Secured Debt Documents executes a Security Accession Deed within the time period specified within the relevant Secured Debt Document.

17.4 Consent of Chargors

- (a) Each Chargor consents to their members of the Group becoming Chargors as contemplated by Clause 17.3 above.
- (b) Each Chargor further confirms that the execution of any Security Accession Deed or other supplemental security document by a Chargor will in no way prejudice or affect the Security granted by each of them under (and the covenants given by each of them in), this Debenture and that this Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed or supplemental security document.

18. COSTS AND EXPENSES

All costs and expenses in relation to this Debenture shall be paid in accordance with clause 21 (*Costs and Expenses*) of the Intercreditor Agreement.

19. MISCELLANEOUS

19.1 Continuing Security

This Debenture shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Obligations.

19.2 Counterparts

This Debenture 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 this Debenture.

19.3 Invalidity of any Provision

If any provision of this Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

19.4 Failure to Execute

Failure by one or more parties ("**Non-Signatories**") to execute this Debenture on the date hereof will not invalidate the provisions of this Debenture as between the other Parties who do execute this Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

19.5 Additional Security

This Debenture shall be in addition to and not be affected by any other Security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Obligations. No such other Security or guarantee shall be in any way impaired or discharged by this Debenture. This Debenture shall not in any way impair or discharge such other Security or guarantee.

19.6 Waiver of defences

Clause 20 (*Guarantee and Indemnity*) of the Notes Subscription Agreement will apply in relation to this Debenture as if incorporated in this Debenture, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of the Chargors under this Debenture.

19.7 Non-competition

Until the expiry of the Security Period and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under the Secured Debt Documents;

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Secured Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Secured Debt Documents by any Secured Party;
- (d) to claim, rank, prove or vote as a creditor of any Obligor in competition with any Secured Party; and/or
- (e) to receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off against any Obligor.

19.8 Setoff

The Security Agent may set off any matured obligation due from any Chargor under the Secured Debt Documents against any matured obligation owed by the Security Agent to the Chargors, regardless of the place of payment, booking branch, or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

20. GOVERNING LAW

This Debenture and any non-contractual obligation arising out of or in connection with this Debenture is governed by, and shall be construed in accordance with, English law.

21. ENFORCEMENT

21.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture) or any non-contractual obligation arising out of or in connection with this Debenture (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

IN WITNESS whereof this Debenture has been duly executed and delivered as a Deed on the date first above written.

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registered number
Tullow Oil Plc	03919249
Tullow Oil SK Limited	05287330
Tullow Oil SPE Limited	04609980

SCHEDULE 2
SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Tullow Oil Plc	Tullow Oil SK Limited	142587300 ordinary shares
Tullow Oil Plc	Tullow Oil SPE Limited	169501187 ordinary shares

SCHEDULE 3
ACCOUNTS

Name of Chargor	Account Bank	Account Number	IBAN	Designation	Currency
Tullow Oil Plc	JPMorgan Chase Bank N.A., London Branch			Proceeds Account	USD
Tullow Oil Plc	JPMorgan Chase Bank N.A., London Branch			Proceeds Account	GBP
Tullow Oil Plc	JPMorgan Chase Bank N.A., London Branch			Proceeds Account	EUR
Tullow Oil Plc	JPMorgan Chase Bank N.A., London Branch			Insurance Proceeds	USD
Tullow Oil SK Limited	JPMorgan Chase Bank N.A., London Branch			Proceeds Account	GBP
Tullow Oil SK Limited	JPMorgan Chase Bank N.A., London Branch			Proceeds Account	USD
Tullow Oil SPE Limited	JPMorgan Chase Bank N.A., London Branch			Proceeds Account	USD
Tullow Oil SPE Limited	JPMorgan Chase Bank N.A., London Branch			Proceeds Account	GBP

SCHEDULE 4
FORM OF NOTICES

[Headed notepaper of the Chargor]

To: [relevant counterparty]

Dated [■]

Dear Sirs, Madams

Notice of [Assignment]/[Charge]

We hereby give you notice that by a debenture dated [■] (the "**Debenture**") made between ourselves [(the "**Company**") and [■] (the "**Security Agent**") all of our rights to and title and interest from time to time in the property described in the Annexure to this notice ("**Assigned/Charged Property**") was **[assigned]/[charged]** by us to the Security Agent.

On behalf of the Security Agent, we hereby irrevocably instruct and authorise you following written notice from the Security Agent that the security created under the Debenture has become enforceable:

1. [on written request from the Security Agent to make all payments due to us in respect of the **[Assigned]/[Charged]** Property to the Security Agent instead at **[details]** unless and until the Security Agent notifies you otherwise];
2. to disclose to the Security Agent such information regarding the **[Assigned]/[Charged]** Property as it may from time to time reasonably request and to send copies of all notices relating to the **[Assigned]/[Charged]** Property to the Security Agent.

Would you please acknowledge receipt of this Notice by returning to us the copy of this Notice duly signed by your authorised signatory.

Your acknowledgement will be deemed to confirm in favour of the Security Agent that you:

1. have not received any other notice of the interest of any third party relating to the **[Assigned]/[Charged]** Property;
2. are not aware of any dispute between ourselves and yourselves relating to the **[Assigned]/[Charged]** Property;
3. will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the **[Assigned]/[Charged]** Property, except for the netting of credit and debit balances pursuant to account netting, cash pooling and set-off arrangements.

This Notice (and any non-contractual obligations arising out of or in connection with it) shall be construed in accordance with and governed by English law.

Yours faithfully

.....

for and on behalf of [*the Chargor*]

ANNEX

Description of **[Assigned]/[Charged]** Property
[description]

[On copy of Notice]

To: **[Security Agent]** and **[the Chargor]**

Dated [■]

Dear Sirs, Madams

Notice of [Assignment/Charge]

We acknowledge receipt of the Notice of **[Assignment]/[Charge]** of which this is a copy.

Yours faithfully

duly authorised signatory for and on
behalf of **[relevant counterparty]**

SCHEDULE 5
FORM OF SECURITY ACCESSION DEED

[THIS SECURITY ACCESSION DEED is made on [■]

BETWEEN:

- (1) [■], a company incorporated [in England and Wales] with registered number [■] (the "Company");
- (2) [■], a company incorporated in [England and Wales] with registered number [■] (the "New Chargor"); and
- (3) [■] as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITAL:

This Deed is supplemental to a debenture dated [■] between, amongst others, the Company, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "Debenture"), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this Deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.6 (*Incorporation*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this Deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor as [primary obligor] covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent by way of fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations all of the New Chargor's rights to and title and interest from time to time in:

- (a) all Securities and all corresponding Related Rights;
- (b) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts; and
- (c) subject to Clause 3.1(a) (*General*) of the Debenture (to the extent not effectively assigned under Clause 2.4 (*Assignments*) below) the Insurances and Hedging Agreements to which the relevant Chargor is a party and all Related Property Rights in respect thereof.

2.4 Assignments

Subject to Clause 3.1(a) (*General*) of the Debenture, the New Chargor assigns to the Security Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations all of the New Chargor's rights to and title and interest from time to time in the Insurances and Hedging Agreements to which the New Chargor is a party.

2.5 Floating charge

- (a) As further security for the payment of the Secured Obligations, the New Chargor charges to the Security Agent by way of floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations all of the New Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues, whatsoever and wheresoever, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses [2.3] (*Specific Security*) or [2.4] (*Assignments*) above.
- (b) The floating charge hereby created is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (c) Without prejudice to paragraph (b) above, the Security Agent reserves any rights it may have to appoint an administrative receiver on and following an Acceleration Event in accordance with Sections 72B to H (inclusive) of the Insolvency Act 1986.

2.6 Automatic crystallisation of floating charge

Notwithstanding anything express or implied in the Debenture, and without prejudice to any law which may have similar effect, if:

- (a) the New Chargor creates or attempts to create any Security over all or any of the Charged Property (save as permitted under the other Secured Debt Documents) without the prior consent of the Security Agent;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property;
- (c) (unless permitted under the other Secured Debt Documents) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of the New Chargor; or

- (d) an Administrator is appointed or any step intended to result in such appointment is taken, then the floating charge created by Clause [2.5] (*Floating charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.

2.7 Crystallisation on notice of floating charge

- (a) Notwithstanding anything express or implied in the Debenture, the Security Agent may:
 - (i) At any time on or after an Acceleration Event;
 - (ii) if it considers in good faith that any of the Charged Property is in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy; or
 - (iii) if it reasonably believes that steps likely to lead to the presentation of a petition for the administration or winding up of or the appointment of an Administrator in respect of the New Chargor are being, or have been, taken,

in the case of (i), (ii) or (iii), by giving notice in writing to that effect to the New Chargor, convert the floating charge created by Clause [2.5] (*Floating charge*) into a fixed charge as regards any assets of the Chargor specified in such notice.

2.8 The conversion shall take effect immediately upon the giving of the notice.

3. NEGATIVE PLEDGE

Except as permitted under the Secured Debt Documents, the New Chargor shall not, without the prior consent in writing of the Security Agent, create or allow to exist any Security on any of the Charged Property or any part of them.

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

5. DESIGNATION AS A FINANCE DOCUMENT

This Deed is designated as a Finance Document.

6. FAILURE TO EXECUTE

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. NOTICES

The New Chargor confirms that its address details for notices in relation to Clause 16 (*Notices*) of the Debenture are as follows:

Address: []

Facsimile: []

Email: []

Attention: []

8. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture) or any non-contractual obligation arising out of or in connection with this Debenture (a "**Dispute**").
- (c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

IN WITNESS whereof this document has been duly executed as a deed and is delivered on the date first above written.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by

[Name of New Chargor] acting by:

[] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: []

Facsimile: [■]

Attention: [■]

[THE COMPANY]

EXECUTED as a DEED by
[Name of Company] acting by:

[■] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [■]

Facsimile: [■]

Attention: [■]

THE SECURITY AGENT

EXECUTED as a DEED by
[Name of Security Agent] acting by:

[■] as Authorised Signatory: _____

Notice Details

Address: [■]

Facsimile: [■]

Attention: [■]

Email: [■]

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

SHARES

[■]

SCHEDULE 2

ACCOUNTS

[■]

THE CHARGORS

EXECUTED as a DEED by

TULLOW OIL PLC

acting by

Director

Name: Richard Miller

in the presence of:

.....
Signature of witness

Name of witness: CONOR BURNS

Address of witness: 9 Chiswick Park London

Occupation of witness: Solicitor

Notice Details

Address: 9, Chiswick Park, 566, Chiswick High Road, London W4 5XT

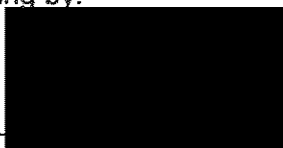
Attention: General Counsel

Email: generalcounsel@tullowoil.com

EXECUTED as a DEED by

TULLOW OIL SK LIMITED

acting by:



Director Adam Holland
Name: Director



Director
Name: Mike Walsh

Notice Details


Address: 9, Chiswick Park, 566, Chiswick High Road, London W4 5XT

Attention: General Counsel

Email: generalcounsel@tullowoil.com

EXECUTED as a DEED by
TULLOW OIL SPE LIMITED

acting by:



Director Adam Holland
Director
Name: _____



Director
Name: Mike Walsh

Notice Details

Address: 9, Chiswick Park, 566, Chiswick High Road, London W4 5XT
Attention: General Counsel
Email: generalcounsel@tullowoil.com

THE SECURITY AGENT

EXECUTED as a DEED by
GLAS TRUST CORPORATION LIMITED acting by:

[Redacted Signature]

Authorised Signatory

Name: Tom Vansol

in the presence of:

[Redacted Signature]

Signature of witness

Name of witness: Isabelle Bradford

Address of witness: _____

55 Ludgate Hill
London

Occupation of witness: client services admin - EC4M 7JW
israet ocm.

Notice Details

Address: 55 Ludgate Hill, Level 1 West, London EC4M 7JW

Facsimile: +44 (0)20 3070 0113

Attention: Trustee and Escrow Services / Tullow Oil

Email: tes@glas.agency