

MG01

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 register particulars of a charge for a company. To do this, please use form MG01s

MONDAY



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A28

11/03/2013

#19

COMPANIES HOUSE

For official use

1

Company details

Company number

0 4 9 8 1 2 7 9

Company name in full

IGas Energy plc (the "Chargor")

7

→ **Filling 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

d2 d8 m0 m2 y2 y0 y1 y3

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

Third Supplemental Security agreement dated 28 February 2013 between, among others, the Chargor and Macquarie Bank Limited as Security Agent (the "Security Agent") as security trustee for the Secured Parties (as defined below) (the "Security Agreement")

4

Amount secured

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

Amount secured

All obligations at any time due, owing or incurred by the Security Agreement Chargors to the Secured Parties under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) but excluding any liability to the extent that it would result in unlawful financial assistance being given within the meaning of any applicable provisions under the laws of the jurisdiction of incorporation of the relevant Security Agreement Chargor (the "Secured Obligations")

Continuation page

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

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5 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 Macquarie Bank Limited (as the Security Agent)

Address 1 Martin Place

Sydney, Australia

Postcode N S W 2 0 0 0

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

The Chargor has restated and re-granted (without prejudice to the continuing effect of the Security granted by it under the Original Security Agreement) Security identical to the Security expressed to be created under the Original Security Agreement as if the terms of Clause 4.1 (Fixed Charges), 4.2 (Security assignments) and Clause 5 (Floating Charge) of the Original Security Agreement (as such provisions have been supplemented by the Supplemental Agreements) were incorporated mutatis mutandis into the Security Agreement (including the schedules to the Original Security Agreement (or as applicable, the Supplemental Agreements) as referred to in those provisions (or in defined terms referred to in such provisions)). Short particulars of the Security restated and regranted are set out in Appendix 1 below

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7 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

8 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).

9 Signature

Please sign the form here

Signature

Signature

X Benita Leighon Partner 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 Daniel Finch

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgage or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ 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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SINGLETON ACQUISITION DOCUMENTS

The Chargor

- (a) has assigned and agreed to assign by way of security (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to all rights and benefits under the Singleton Acquisition Documents including all rights and remedies in connection with the Singleton Acquisition Documents and all claims arising from them, and
- (b) to the extent that any Singleton Acquisition Document has not been effectively assigned as referred to in (a) above, charges by way of first fixed charge such Singleton Acquisition Documents and all present and future rights and claims of the Singleton Acquirer and the Singleton Acquirer's Guarantor to any proceeds of such Singleton Acquisition Documents

MORTGAGED REAL PROPERTY

The Chargor has charged by way of first legal mortgage all its Mortgaged Real Property

APPENDIX 1

1 FIXED SECURITY

The Chargor has charged in favour of the Security Agent as continuing security to secure the payment and discharge of the Secured Obligations with full title guarantee (except that the covenant set out in section 3 (1) of the Miscellaneous Provisions Act shall extend to all charges, encumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

1 1 by way of first fixed charge

- (a) all Real Property (including without limitation all Field Surface Title Rights),
- (b) all easements, rights and licences to enter upon or use land and the benefit of all other agreements relating to land (including without limitation all Field Surface Ancillary Rights), and
- (c) the proceeds of sale or surrender of or other dealing with all Real Property,

1 2 by way of first fixed charge all rights and benefits of the Chargor under or in respect of and all remedies in connection with

- (a) the Specified Hydrocarbon Licences,
- (b) all other Hydrocarbon Licences from time to time granted to or transferred to or otherwise held by the Chargor, and

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- (c) all proceeds and claims arising under and the proceeds of sale of all Hydrocarbon Licences,
- 1 3 by way of first fixed charge all Field Infrastructure and any other plant and machinery and the benefit of all contracts, licences and warranties relating to the same,
- 1 4 by way of first fixed charge, all Receivables,
- 1 5 by way of first fixed charge
- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1 4 of the Original Security Agreement, replicated at paragraph 1 3 of this Form MG01), and
- (b) the benefit of all contracts, licences and warranties relating to the same,
- 1 6 by way of first fixed charge
- (a) the Charged Securities referred to in part 3 of schedule 2 (Details of Security Assets) of the Original Security Agreement, replicated at schedule 2 of this Form MG01, and
- (b) all other Charged Securities (not charged by clause 4 1 6(a) of the Original Security Agreement, replicated at paragraph 1 6(a) of this Form MG01),
- in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- 1 7 by way of first fixed charge
- (a) the Project Account and all monies at any time standing to the credit of the Project Account,
- (b) the Mandatory Prepayment Account and all monies at any time standing to the credit of the Mandatory Prepayment Account,
- (c) the Debt Service Reserve Account and all monies at any time standing to the credit of any Debt Service Reserve Account
- (d) all accounts of the Chargor (other than as specified under paragraphs (a), (b) or (c) above) with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts,
- in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

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| | | |
|-------------------|---|--|
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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>1 8 by way of first fixed charge, all Intellectual Property,</p> <p>1 9 to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (Security Assignments) of the Original Security Agreement, by way of first fixed charge such Assigned Asset,</p> <p>1 10 by way of first fixed charge (to the extent not otherwise charged or assigned in the Original Security Agreement) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>1 11 by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p>2. SECURITY ASSIGNMENTS</p> <p>The Chargor has assigned by way of security (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>2 1 all rights and benefits under the Acquisition Documents including all rights and remedies in connection with the Acquisition Documents and all claims arising from them,</p> <p>2 2 all other Relevant Contracts together with all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>2 3 each of the following</p> <p>(a) all Insurances specified in part 6 of schedule 2 (Details of Security Assets) of the Original Security Agreement (replicated in Schedule 1 of this Form MG01),</p> <p>(b) all other Insurances (not assigned by clause 4 2 3 (a)), and</p> <p>(c) all claims under the Insurances and all proceeds of the Insurances</p> <p>To the extent that any Assigned Asset is not assignable, the assignment which that clause purports to effect shall operate instead as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Assigned Asset</p> <p>3 FLOATING CHARGE</p> <p>3 1 The Chargor has charged by way of first floating charge in favour of the Security Agent all its present and future business, assets and undertaking which are not effectively charged by way of fixed charge under the Security Agreement</p> <p>3 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by or pursuant to the Original Security Agreement (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986) and the Security Agent may appoint</p> | |

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Short particulars

an administrator of the Chargor under that paragraph

4 NEGATIVE PLEDGE

Pursuant to clause 8.1 (*Negative Pledge*) of the Original Security Agreement, the Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over any Security Assets (save for Permitted Security)

5 FURTHER ADVANCES

Pursuant to clause 18.9 (*Further Advances*) of the Original Security Agreement, each Finance Party must perform its obligations under the Senior Facilities Agreement (including any obligation to make further advances)

6 LEASEHOLD INTERESTS CONTAINING PROHIBITION ON CHARGING

Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 4.1 (*Fixed Charges*) of the Original Security Agreement (replicated at paragraph 1.1 of this Form MG01) (and the further assurance provisions set out in clause 16 (*Further Assurances*) of the Original Security Agreement) any leasehold property held by the Chargor under a lease and any other property where the freehold is not owned where the terms of such lease or other arrangement either preclude absolutely the Chargor from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained

APPENDIX 2

DEFINITIONS

For the purposes of this Form MG01, the following terms shall have the meanings set out below

'**Accession Letter**' means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Senior Facilities Agreement

'**Account Bank**' means Macquarie Bank Limited as 'Account Bank' under and as defined in the Senior Facilities Agreement

'**Acquisition**' means the Star Acquisition and the Singleton Acquisition

'**Acquisition Agreement**' means the Star Acquisition Agreement and the Singleton Acquisition Agreement

'**Acquisition Disclosure Letter**' means the Singleton Disclosure Letter and the Star Disclosure Letter

'**Acquisition Documents**' means the Star Acquisition Documents and the Singleton Acquisition Documents

'**Acquisition-related Project Documents**' means the Star Acquisition-

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related Project Documents and the Singleton Acquisition-related Project Documents

'Additional Borrower' means a company which becomes a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement

'Additional Guarantor' means a company which becomes a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement

'Affiliate' means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

'Agent' means Macquarie Bank Limited as 'Agent' under and as defined in the Senior Facilities Agreement

'Authorisation' means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration (including, without limitation, any Hydrocarbon Licence)

'Assigned Agreements' means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Original Security Agreement

'Assigned Assets' means all rights, titles, benefits and interests, whether present or future, of the Chargor in, to or arising under the Assigned Agreements including rights to any sums payable to the Chargor and the full benefit of any Security, options, indemnities, guarantees and warranties in respect of the Assigned Agreements

'Borrower' means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement,

'Charged Securities' means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Original Security Agreement (as replicated in Schedule 3 of this Form MG01), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or 'investments' (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Original Security Agreement) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time

'Closing Date' means the date on which Star Completion occurs

'Completion' means the completion of the Star Acquisition in accordance with the Acquisition Agreement

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'Compliance Certificate' means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Senior Facilities Agreement

'Controlled Accounts' means the Project Account and the Debt Service Reserve Account

'Debt Service Reserve Account' or **'DSRA'** means the account so designated and maintained pursuant to Clause 22 (*Controlled Accounts and other Accounts*) of the Senior Facilities Agreement (including any sub-account or replacement account thereof)

'Delegate' means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver

'Economic Model' has the meaning given to it in the Senior Facilities Agreement

'Existing Project Documents' means

- (a) the Star Acquisition-related Project Documents,
- (b) the Field JOAs,
- (c) the Field Project Documents

'Field' means each Hydrocarbon field or other Hydrocarbon project held at any time by any member of the Group, being, as at the Singleton Completion, those as set out in Schedule 11 (*Fields and Hydrocarbon Licences*) of the Senior Facilities Agreement and thereafter as varied in accordance with the Senior Facilities Agreement

'Field Asset' means, in respect of a Field

- (a) that Field,
- (b) all Hydrocarbons, Field Infrastructure, Field Surface Ancillary Rights and Field Surface Title Rights derived from or relating to that Field, and
- (c) any other rights, benefits and interests to which any member of the Group is entitled in or relating to any of the foregoing

'Field Asset Purposes' means the use, possession, ownership, exploration, development, construction, operation, processing and/or exploitation of any Field Asset to the extent contemplated by the relevant Hydrocarbon Licence and the Economic Model, or as otherwise as may be required to trade, and all purposes ancillary or incidental thereto

'Field Infrastructure' means all pipelines, plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and any other infrastructure related to the use, possession, ownership, exploration, development, construction, operation and/or exploitation of any Field or Field Asset

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'Field JOAs' means the following joint operating agreements

- (a) the joint operating agreement dated 20 June 2001 relating to Hydrocarbon Licence PEDL 070 (Block No SU52) between Star Weald Basin Limited, EDP Onshore Limited, Egdon Resources U K Limited, Egdon Resources Avington Limited and Northern Petroleum (GB) Limited,
- (b) the joint operating agreement dated 14 March 1984 relating to Hydrocarbon Licence PL Licence 211 between Carless Exploration Limited, Marinex Petroleum Plc, Hadson Oil U K Onshore Limited, St Joe Petroleum (U K) Corporation, Sulpetro (UK) Limited,
- (c) the joint operating agreement dated 14 March 1984 relating to Hydrocarbon Licence PL Licence 240 between Carless Exploration Limited, Marinex Petroleum Plc, Hadson Oil U K Onshore Limited, St Joe Petroleum (U K) Corporation, Sulpetro (UK) Limited, as novated by the novation and amendment of joint operating agreement dated 4 April 2012 between Noble Energy (Europe) Limited, the Singleton Target and Providence Resources UK Limited,

each in the form thereof (inclusive of amendments to date) as delivered to the Agent prior to the date of the Senior Facilities Agreement (or in the case of (c) above as delivered to the Agent prior to the date of the Singleton Amendment Agreement) and as amended hereafter in accordance with Clause 24 24 (Amendments) of the Senior Facilities Agreement

'Field Project Documents' means the following project and operating documents in the form as at the Closing Date

- (a) the Offtake Agreement dated 1 January 2009 between Star Energy Weald Basin Limited and Esso Petroleum Company Limited,
- (b) the Offtake Agreement dated 15 January 2008 between Star Energy Oil and Gas Limited and Conoco Phillips Limited as amended from time to time,
- (c) each of (i) the distribution services agreement dated 1 February 2008 between Star Energy (East Midlands) Limited to Clayton Industrial Services Limited as amended from time to time (ii) the traffic agreement dated 1 March 1991 between Tullow UK Gas Limited (formerly Kelt UK Ltd) and the British Railways Board, (iii) Network Rail sidings agreement dated 26 September 1986 between British Railways Board and BP Petroleum Development Limited and (iv) the transport services agreement dated 10 November 2011 between Star Energy Weald Basin Limited and BKP Liquid Waste Services Limited, and
- (d) each of (i) the drilling agreement dated 2 June 2011 relating to BDF rig 28 onshore drilling unit between Island Gas Limited and British Drilling and Freezing Company Limited and (ii) the drilling agreement dated 8 August 2011 relating to A Schramm R1 TXD 200 onshore drilling unit between Island Gas Limited And Meehan Drilling Limited each in the form thereof (inclusive of amendments to date) as delivered to the Agent

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prior to the date of the Senior Facilities Agreement and as amended hereafter in accordance with Clause 24 24 (*Amendments*) of the Senior Facilities Agreement

'**Field Surface Ancillary Rights**' means all easements, licences, wayleaves, rights and agreements in respect of the entry on to or the right of access over any Real Property required for the use, possession, ownership, exploration, development, construction, operation and/or exploitation of any Field Asset

'**Field Surface Title Rights**' means a freehold or long leasehold title to Real Property required for the use, possession, ownership, exploration, development, construction, operation and/or exploitation of any Field Asset

'**Finance Document**' means the Senior Facilities Agreement, the Singleton Amendment Agreement, any Accession Letter, any Compliance Certificate, any Hedging Document, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Warrant Document and any other document designated as a '**Finance Document**' by the Agent

'**Finance Party**' means the Agent, the Security Agent, a Lender, the Hedge Counterparty or the Account Bank

'**Group**' means the Parent and each of its Subsidiaries for the time being (and including, on and after Star Completion, the Star Target and each of its Subsidiaries and on and after the Singleton Completion, the Singleton Target)

'**Guarantor**' means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement

'**Hedge Counterparty**' means Macquarie Bank Limited or an Affiliate of Macquarie Bank Limited in its capacity as '**Hedge Counterparty**' under and as defined in the Senior Facilities Agreement

"**Hedging Document**" means any master agreement, schedule or other agreement in the agreed form or confirmation entered into or to be entered into by

- (a) the Parent and the Hedge Counterparty as contemplated by Clause 24 27 (Hedging) of the Senior Facilities Agreement (including the 2002 ISDA Master Agreement dated 31 October 2011 between the Hedge Counterparty as Party A and IGas Energy PLC as Party B as amended and restated), and
- (b) Island Gas Limited or any other member of the Group and the Hedge Counterparty as contemplated by Clause 24 27 (Hedging) of the Senior Facilities Agreement (and including as contemplated by paragraph 7(k) of Schedule 1 to the Singleton Amendment Agreement)

'**Holding Company**' means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

'**Hydrocarbon**' means any mineral, oil or relative hydrocarbon (including condensate and natural gas liquids) and natural gas existing in its

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natural condition in strata and any products refined or processed from any of the foregoing

'**Hydrocarbon Licences**' means all Authorisations from time to time required to explore for and drill for and get Hydrocarbons including

(a) Petroleum Exploration and Development Licences ("**PEDLs**") issued under The Petroleum Act 1998 and licences issued under similar legislation whether or not preceding that Act (including under the Mining Act and the Petroleum Act 1934) including methane drainage licences,

(b) Seaward Petroleum Production Licence ("**SPPLs**") issued under The Petroleum Act 1998 and licences issued under similar legislation whether or not preceding that Act;

(c) Water Abstraction Licences under section 32 of the Water Act 2003,

and includes all supplements, extensions and undertakings from time to time in relation to any of the foregoing

'**Insurances**' means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*) (as replicated in Schedule 4 of this Form MG01) of the Security Agreement excluding, in each case, to the extent such contracts and policies of insurance or assurance relate to liabilities to third parties,

'**Intellectual Property**' means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*)) of the Security Agreement,

'**Key Fields**' means those Fields identified as Key Field in Part 2 of Schedule 11 of the Senior Facilities Agreement plus any other existing or new Fields subsequently designated as Key Fields by the Agent acting reasonably

'**Key Field Assets**' means those Field Assets relating to Key Fields plus any other existing or new Field Assets subsequently designated as Key Field Assets by the Agent acting reasonably and including the gathering stations and production facilities owned and operated by an Obligor at

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| Short particulars | <p>Gainsborough/Beckingham and Welton and the Weald Basin production facility at Hollybourne</p> <p>'Key Material Contract' means</p> <ul style="list-style-type: none"> (a) any Material Contract relating to, or which is material to any Field Asset Purposes in respect of, a Key Field Asset, and (b) any other Material Contract held by a Key Obligor <p>'Key Obligor' means those Obligor identified as Key Obligor in Schedule 1 of the Senior Facilities Agreement plus any other existing or new Obligor subsequently designated as Key Obligor by the Agent acting reasonably</p> <p>'Lender' means</p> <ul style="list-style-type: none"> (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 26 (<i>Changes to the Lenders</i>) of the Senior Facilities Agreement, <p>which in each case has not ceased to be a Lender in accordance with the terms of of the Senior Facilities Agreement</p> <p>'Mandatory Prepayment Account' means an interest-bearing account</p> <ul style="list-style-type: none"> (a) held in the United Kingdom by a Borrower with the Agent, (b) denominated in the currency of the Disposal Proceeds or Acquisitions Proceeds (each as such term is defined in of the Senior Facilities Agreement to be credited to such account pursuant to Clause 8 4 (Mandatory Prepayment Accounts) of the Senior Facilities Agreement , (c) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account, (d) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and (e) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement, <p>(as the same may be redesignated, substituted or replaced from time to time),</p> <p>"Material Contract" means</p> <ul style="list-style-type: none"> (a) the Project Documents, (b) any contract from time to time entered into in order to effect a Permitted Acquisition (under (g) of the definition thereof) or a | |

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Permitted Joint Venture,

- (c) any joint operating or operating agreements or farm-out or farm-in agreements,
- (d) any Hydrocarbon purchase, acquisition, sales, exchange, processing, gathering, treatment, or compression agreements, and
- (e) any Hydrocarbon storage or transportation agreement, area of mutual interest agreement, drilling contract, servicing contracts, pooling agreements, surface leases, permits, licences, servitudes or any other similar material commercial arrangements appertaining to any Field Asset and in each case which (i) results in any liability or liabilities (whether present or future or actual or contingent) being incurred by any member of the Group which exceeds or might reasonably be expected to exceed £3,000,000 (or its equivalent in any currency) and/or (ii) has a value which exceeds or might reasonably be expected to exceed £3,000,000 (or its equivalent in any currency) and/or (iii) cannot be terminated by the relevant member of the Group without any penalty or premium being payable on less than 60 days notice

"Mortgaged Real Property" means all estates and interests in freehold, leasehold and other immovable property belonging to the Chargor, or in which the Chargor has an interest at any time (including registered and unregistered land) and including without limitation its properties (if any) specified in Schedule 2 of this Form MG01, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof

'Obligor' means a Borrower or a Guarantor

'Original Borrower' means IGas Energy plc, as 'Original Borrower' under and as defined in the Senior Facilities Agreement

'Original Guarantors' means the Parent, Island Gas Limited, Island Gas Operations Limited, IGas Exploration UK Limited, Star Energy Oil & Gas Limited, Star Energy Weald Basin Limited, Star Energy Group Limited, Star Energy (East Midlands) Limited and Star Energy Limited as 'Original Guarantors' under and as defined in the Senior Facilities Agreement

'Original Lender' means IGas Energy plc as 'Original Lender' under and as defined in the Senior Facilities Agreement

'Original Security Agreement' means the security agreement between among others the Chargor and the Security Agent dated 14 December 2011 as supplemented and partially released by the Supplement Agreements

'Parent' means IGas Energy plc, a public limited company incorporated under the laws of England and Wales with company registration number 04981279

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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

'Permitted Acquisition' has the meaning given to it in the Senior Facilities Agreement

'Permitted Disposal' has the meaning given to it in the Senior Facilities Agreement

'Permitted Financial Indebtedness' has the meaning given to it in the Senior Facilities Agreement

'Permitted Joint Venture' has the meaning given to it in the Senior Facilities Agreement

'Permitted Security' means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,
- (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (provided that the aggregate of those debit and credit balances does not at any time exceed zero),
- (c) any payment or close out netting or set-off arrangement pursuant to any Hedging Document,
- (d) any Transaction Security,
- (e) any Security over any rental deposits in respect of any property leased or licensed by a member of the Group for the purpose of carrying out its business,
- (f) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,
- (g) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (c) of the definition of 'Permitted Financial Indebtedness',
- (h) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal, or
- (i) any Security over cash balances (not being amounts required to be paid into a Controlled Account) securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (h) above) does not exceed US\$250,000 (or its equivalent in other currencies)

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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'Planning Acts' means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature

'Project Account' means the accounts in the name of the Parent so designated and maintained pursuant to Clause 22 (Controlled Accounts and Other Accounts) of the Senior Facilities Agreement (including any sub-account or replacement account thereof)

'Project Documents' means the Existing Project Documents

'Quasi-Security' has the meaning given to that term in Clause 24 13 (Negative pledge) of the Senior Facilities Agreement

'Quotation Day' means, in relation to any period for which an interest rate is to be determined, the first day of that period

'Real Property' means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (Details of Security Assets) of the Original Security Agreement and as specified in Schedule 2 (Real Properties) of the Supplemental Agreement dated 29 May 2012), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof

'Receivables' means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) and including Intra-Group Debt (as defined in Schedule 17 (Subordination and Intercreditor Arrangements) of the Senior Facilities Agreement) together with

- (d) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (e) all proceeds of any of the foregoing,

'Receiver' means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets

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Particulars of a mortgage or charge

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'Related Rights' means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset,

(including all rights against any trustee, nominee, fiduciary or clearing system)

'Relevant Contract' means

- (e) each Acquisition Document,
- (f) each Hedging Document, and
- (g) each Key Material Contract (if any), including but not limited to those (if any) specified in part 5 of schedule 2 (*Details of Security Assets*) of the Original Security Agreement,

together with each other agreement supplementing or amending or novating or replacing the same,

'Relevant Jurisdiction' means, in relation to an Obligor, the United Kingdom and

- (a) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated,
- (b) any jurisdiction where it conducts its business, and
- (c) the jurisdiction whose laws govern the perfection of any Transaction Security Document entered into by it

'Representative' means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian

'Resignation Letter' means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Senior Facilities Agreement

'Secured Parties' means each Finance Party and any Receiver or Delegate,

'Security' 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

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Particulars of a mortgage or charge

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'Security Agreement Chargors' means the Parent, Island Gas Limited, Island Gas Operations Limited, IGas Exploration UK Limited, Star Energy Oil & Gas Limited, Star Energy Weald Basin Limited, Star Energy Group Limited, Star Energy (East Midlands) Limited, Star Energy Limited and P R Singleton Limited

'Security Assets' means all the assets and undertaking of a Security Agreement Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Security Agent under the Security Agreement

'Security Period' means the period starting on the date of this Deed and ending on the date when the Security Agent is satisfied that

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,
- (b) no Security Agreement Chargor has any liability, actual or contingent, to the Secured Parties under any Finance Document (disregarding inchoate indemnity obligations relating to contingencies that have not occurred and are not reasonably anticipated to arise),
- (c) no Secured Party has any liability, actual or contingent under any Finance Document, and
- (d) no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to an Obligor or any other person under any Finance Document

'Selection Notice' has the meaning given to it in the Senior Facilities Agreement

'Senior Facilities Agreement' means the senior facilities agreement dated 14 December 2011 between (among others) the Parent, the other Security Chargors and Macquarie Bank Limited as Agent, as amended, varied, novated or supplemented from time to time

"Singleton Acquisition" means the acquisition by the Parent of the Singleton Target Shares on the terms of the Singleton Acquisition Documents

"Singleton Acquisition Agreement" means the sale and purchase agreement dated 15 January 2013 relating to the sale and purchase of the Singleton Target Shares and made between Island Gas Limited, the Parent, the Singleton Vendor and the Singleton Vendor Guarantor

"Singleton Acquisition Disclosure Matters" means the Disclosed Data as defined in the Singleton Acquisition Agreement

"Singleton Acquisition Documents" means the Singleton Acquisition Agreement, the Singleton Tax Deed and all other documents delivered under the Singleton Acquisition Agreement as at the Singleton Completion and

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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any other document designated as a "Singleton Acquisition Document" by the Agent and the Parent

"Singleton Amendment Agreement" means the agreement dated 28 February 2013 made between the parties hereto providing for the amendment and restatement of this Agreement on the Singleton Effective Date

"Singleton Completion" means the completion of the Singleton Acquisition in accordance with the Singleton Acquisition Agreement

"Singleton Completion Date" means the date of the Singleton Completion

"Singleton Target" means P R Singleton Limited, a company incorporated in England and Wales (registered number 0102195), whose registered office is at 5 Jubilee Place, London, SW3 3TD

"Singleton Target Shares" means all of the shares in the share capital of the Singleton Target

"Singleton Tax Deed" has the meaning given to it in the Singleton Acquisition Agreement

"Singleton Vendor" means P R UK Holdings Limited as the "Vendor" in the Singleton Acquisition Agreement

"Singleton Vendor Guarantor" means Providence Resources PLC as the "Vendor's Guarantor" under and as defined in the Singleton Acquisition Agreement

'Specified Hydrocarbon Licences' means the Hydrocarbon Licences specified in Schedule 1 of this Form MG01

'Star Acquisition' means the acquisition by the Parent of the Target Shares on the terms of the Acquisition Documents

'Star Acquisition Agreement' means the sale and purchase agreement dated 16 September 2011 relating to the sale and purchase of the Target Shares and made between the Parent and the Vendor

'Star Disclosure Letter' means the Disclosure Letter as defined in the Star Acquisition Agreement

'Star Acquisition Documents' means the Acquisition Agreement, the Tax Deed, the Acquisition Disclosure Letter and all other documents delivered under the Acquisition Agreement at Completion thereunder and any other document designated as an 'Acquisition Document' by the Agent and the Parent

'Star Acquisition-related Project Documents' means the following documents to be entered into pursuant to the Star Acquisition Agreement

- (a) the gas sales and marketing deed dated 16 September 2011 in the agreed form and entered into between IGas Energy Plc, Petronas and Energy Trading Limited,
- (b) the gas storage services agreement in the agreed form to be

| 6 | Short particulars of all the property mortgaged or charged |
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| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>entered into between Star Energy HG Gas Storage Limited, Star Energy Weald Basin Limited and IGas Energy Plc,</p> <p>(c) the oil sale and purchase agreement in the agreed form to be entered into between Star Energy HG Gas Storage Limited and Star Energy Weald Basin Limited,</p> <p>(d) the oil field services agreement in the agreed form to be entered into between Star Energy Weald Basin Limited and Star Energy HG Gas Storage Limited,</p> <p>each in the form thereof as delivered to the Agent prior to the date of the Senior Facilities Agreement and as amended in accordance with Clause 24 23 (Amendments) of the Senior Facilities Agreement</p> <p>'Star Target' means Star Energy Group Limited, a company incorporated in England and Wales (registered number 05054503), whose registered office is at 3 More London Riverside, London SE1 2AQ</p> <p>'Star Target Shares' means all of the shares in the share capital of the Star Target</p> <p>'Star Vendor' means Petronas International Corporation Limited, whose registered office is at Unit Level 13 (E), Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000 Federal Territory Labuan, Malaysia and all the other persons named as Sellers in the Acquisition Agreement</p> <p>'Subsidiary' means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p> <p>'Supplemental Agreements' means a supplemental agreement dated 2 April 2012 and a second supplemental security agreement dated 29 May 2012 between, among others, the Chargor and the Security Agent</p> <p>'Target' means the Star Target and the Singleton Target</p> <p>'Target Shares' means the Star Target Shares and the Singleton Target Shares</p> <p>'Transaction Security' means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents</p> <p>'Transaction Security Documents' means</p> <p>(a) the Original Security Agreement,</p> <p>(b) the English law security agreement dated 31 October 2011,</p> <p>(c) the English law supplemental security agreement dated 2 April 2012,</p> <p>(d) the English law second supplemental agreement dated 29 May 2012,</p> <p>(e) the Security Agreement, and</p> |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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(f) each of the documents specified in paragraph 13 of Schedule 2 Part 2 (*Conditions precedent required to be delivered by an Additional Obligor of the Senior Facilities Agreement*,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

'Utilisation Request' means a notice substantially in the relevant form set out in Schedule 3, Part 1 (*Utilisation Report*) of the Senior Facilities Agreement

'Vendor' means the Star Vendor and the Singleton Vendor

'Warrant' means the warrant instrument in the agreed form entered into by the Parent on the Closing Date

'Warrant Documents' means

(a) the Warrant, and

(b) all certificates issued under the Warrant

SCHEDULE 1

SPECIFIED HYDROCARBON LICENCES

N/A

SCHEDULE 2

REAL PROPERTY

FREEHOLD PROPERTIES

| Site | Address | Title number | Chargor |
|--------------|---|---------------------|--------------------|
| Gainsborough | Wellsite 1 Unit 29, Corringham Rd Ind Estate, Gainsborough, DN21 1QB | LL48042 | Island Gas Limited |
| Welton | Welton Gathering Centre, Barfield Lane, Off Wragby Road, Sudbrooke, Lincoln LN2 2QU | LL50643 | Island Gas Limited |
| | Welton A Sudbrooke Road, Scothern, LN2 2QT | LL96212 and LL84899 | Island Gas Limited |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

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|--------------|--|---|----------------|-----|
| | Welton B Off Wragby Road, Langworth, Lincoln LN2 4QZ | LL96211 | Island Limited | Gas |
| | Welton C Barfield Lane, (north side) Off Wragby Road, Sudbrooke, Lincoln LN2 2QU | LL96209 and LL96210 (south) | Island Limited | Gas |
| | Pipeline C to GC | Not registered | Island Limited | Gas |
| | Pipeline B to GC | LL96211 LL96210 LL96209 LL84899 | Island Limited | Gas |
| | Pipeline Nettleham to C | Not registered (Rights contained in leases and deeds of grant) | | |
| | Pipeline A to B | Not registered (Rights granted in Leases dated 3 May 1986, 26 February 1985 and 21 May 1985) | | |
| Palmers Wood | Coney Hill - Barrow Green Lane, Godstone, Surrey, RH8 9NE | SY495972 | Island Limited | Gas |
| | Rooks Nest - Rooks Nest Farm, Godstone, Surrey, RH9 8DE (Palmers Wood) | SY687021 | Island Limited | Gas |
| Horndean B | Site and part access | HP491077 site and part access | Island Limited | Gas |
| Weald Basin | Holybourne Rail Terminal / Humbly Grove Export Terminal and landscape areas | HP501313 and SH16772 (leasehold) | Island Limited | Gas |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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LEASEHOLD PROPERTIES

LONDON HQ

| Site | Description | Title number | Name of proprietor Company | Lease details |
|--------|---|--|----------------------------|--|
| London | Part first floor and 2 car park spaces Grand Buildings London WC2 | Not registrable (Term from 10 6 2009 to 21 12 2015) | Star Energy Group Limited | Underlease dated 10 June 2009 (1) Enterprise Oil Limited (2) Star Energy Group plc Expires 21 12 2015 |

GAINSBOROUGH

| Site | Description | Title number | Name of proprietor Company | Lease details |
|------------|---|--------------|----------------------------|--|
| Corringham | Site 5, Taskers Farm, Yawthorpe, Corringham, Gainsborough, DN21 5RH | LL314470 | Island Gas Limited | Lease dated 26 November 2009 (1) K F Blades and B Blades (2) Star Energy Oil and Gas Limited Expires 26 03 2020 |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

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|--|---|----------------|--------------------|--|
| | Site 1 Taskers Farm, Yawthorpe, Corringham, Gainsborough, DN21 5RH | LL314470 | Island Gas Limited | Lease dated 26 November 2009 (1) K F Blades and B Blades (2) Star Energy Oil and Gas Limited Expires 26 03 2020 |
| | Site 10, Taskers Farm, Yawthorpe, Corringham, Gainsborough, DN21 5RH | Not registered | Island Gas Limited | Lease dated 30 June 1999 (1) John Martin Riddle (2) Pentex East Midlands Ltd and (3) BP Petroleum Development Ltd Expired 29 06 2009 New lease being negotiated |
| | Site 10, Taskers Farm, Yawthorpe, Corringham, Gainsborough, DN21 5RH | LL314807 | Island Gas Limited | Lease dated 26 November 2009 (1) Derek Hedley Blades & Dorothy Blades and (2) Star Energy Oil and Gas Ltd Expires 26 03 20 |

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Particulars of a mortgage or charge

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|------------|--|----------|-----------------------|--|
| | Site 11, Taskers Farm, Yawthorpe, Corringham, Gainsborough, DN21 5RH | LL314470 | Island Gas Limited | Lease dated 26 November 2009 (1) K F Blades and B Blades (2) Star Energy Oil and Gas Limited Expires 26 03 20 |
| Glentworth | Glentworth 1 - Site 1, Northlands Road, Glentworth Gainsborough DN21 5DN | | | Lease dated 14 August 1989 (1) Church Commissioner s for England (2) BP Petroleum Development Limited Expired 29 April 2010 New lease being negotiated |
| | Site J Lock Lane Glentworth Gainsborough DN21 5DL | | | Lease dated 24 June 2005 (1) Glentworth Scottish Farms Ltd (2) Pentex Oil & Gas Limited Expired 19 October 2009 New lease being negotiated |

| Site | Description | Title number | Name of proprietor Company | Lease details |
|------|-------------|--------------|----------------------------------|------------------|
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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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|------------|---|-----------------|--------------------|--|
| Beckingham | Wellsite 1 | Not known | Island Gas Limited | Expired in 2009 New Lease being negotiated |
| | Wellsite 3 Off Old Trent Rd, Beckingham, Doncaster, DN10 4NN | Not registrable | Island Gas Limited | Lease dated 15 April 2010 (1) Smithson (Farming) Ltd (2) Star Energy Oil and Gas Ltd Expires 20 08 2016 |
| | Wellsite 4 Off Old Trent Rd, Beckingham, Doncaster, DN10 4NN | Not known | Island Gas Limited | Expired 2009 - New lease being negotiated |
| | Wellsite 5 Off Old Trent Rd, Beckingham, Doncaster, DN10 4NN | Not known | Island Gas Limited | Expired 2009 - New lease being negotiated |
| | Wellsite 6 Off Old Trent Rd, Beckingham, Doncaster, DN10 4NN | Not known | Island Gas Limited | Expired 2009 - New lease being negotiated |
| | Wellsite 8 Off Tetheringrass Lane, Beckingham, Doncaster, DN10 4NN | Not known | Island Gas Limited | Expired 2009 - New lease being negotiated |

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Particulars of a mortgage or charge

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|--|---|-----------------|-----------------------|---|
| | Wellsite 21 Beckingham, Doncaster, DN10 4NN | Not known | Island Gas Limited | Expired 2009 - New lease being negotiated |
| | | | | |
| | Wellsite 25 Beckingham, Doncaster, DN10 4NN | Not registrable | Island Gas Limited | Lease dated 27 April 2010 (1) R L Bell (2) Star Energy Oil and Gas Ltd Expires 05 07 2016 |
| | Wellsite 28 Beckingham, Doncaster, DN10 4NN | N/A | N/A | New lease being negotiated |
| | Wellsite 31 Mill Farm Beckingham, Doncaster, DN10 4NN | Not registrable | Island Gas Limited | Lease dated 15 April 2010 (1) JB Simpson & Co Ltd (2) Star Energy Oil and Gas Limited Expires 29 06 2016 |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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|--|--|-----------------|-----------------------|---|
| | Wellsite 33 Beckingham, Doncaster, DN10 4NN | Not registrable | Island Gas Limited | Lease dated 27 April 2010 (1) R L Bell (2) Star Energy Oil and Gas Ltd Expires 05 07 2016 |
| | Wellsite 36 Beckingham, Doncaster, DN10 4NN | Not registrable | Island Gas Limited | Lease dated 27 April 2010 (1) R L Bell (2) Star Energy Oil and Gas Ltd Expires 05 07 2016 |
| | Wellsite 37 Beckingham, Doncaster, DN10 4NN | | Island Gas Limited | Lease dated 11 September 1992 (renewed) (1) Mason and others (2) Pentex Oil Ltd Expired 06 05 2011 New lease being negotiated |
| | Pipeline 37 to 21 | Not registered | Island Gas Limited | PL BK37-BK21 - letter of agreement seen dated 8 October 1981 with Mr Simpson, |

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

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| | | | | PL BK37-BK21 - letter of agreement seen dated 8 October 1981 with Mr Proudley |
| | | | | PL BK37-BK21 - letter of agreement seen dated 8 October 1981 with Mr Emerson, |
| | | | | PL BK37-BK21 - Road crossing Licence dated 1 October 1986 with Nottinghamsh ire County Council, |
| | | | | PL BK37-BK21 - letter of agreement seen dated 11 June 1984 with Bell/Thompso n, |
| | | | | PL BK37-BK21 - letter of agreement seen dated 2 May 1987 with Mr Lundy |
| | Pipeline 21 to 8 | Not registered | Island Gas Limited | |
| | Pipeline 8 to 28 | Not registered | Island Gas Limited | PL BK8-BK28 letter of agreement for pipeline easement 4 June 1975 with Severn Trent, |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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| | | | | PL BK8-BK28 - letter of agreement for pipeline easement 20 March 1986 with Mr Summers, |
| | | | | PL BK8-BK28 - letter of agreement for pipeline easement 19 June 1975 with Mr Rose, |
| | | | | PL BK8-BK28 - letter of agreement for pipeline easement 25 January 1974 Mr Smithson, |
| | | | | PL BK8-BK28 letter of agreement for pipeline easement 19 March 1986 Mr Lockwood, |
| | | | | PL BK8-BK28 - letter of agreement for pipeline easement 17 November 1981 Mr P Mason, |
| | | | | PL BK8-BK28 - letter of agreement for pipeline easement 25 January 1978 with Severn Trent, |

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Particulars of a mortgage or charge

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Short particulars

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|--|--|--|--|---|
| | | | | PL BK8-BK28 - letter of agreement for pipeline easement 25 January 1978 with Mr Smithson |
|--|--|--|--|---|

| Site | Description | Title number | Name of proprietor Company | Lease details |
|--------------|---|-----------------|----------------------------|---|
| Gainsborough | Wellsite 2 Off Hawthorne Avenue Gainsborough, DN21 1HA | Not registrable | Island Gas Limited | Lease dated 29 June 2010 (1) The West Lindsey District Council (2) Star Energy Oil and Gas Ltd Expires 27 07 2013 |
| | Wellsite 5 Oil Depot, Ramper Rd, Gainsborough, DN21 1AY | N/A | Island Gas Limited | New lease being negotiated |
| | Wellsite 6, Site 6, Belt Rd, Gainsborough, DN21 1QA | Not known | Island Gas Limited | Lease dated 17 April 2000 (1) Thomas James Ponsonby Ramsden & Stephen Cockayne Gibbs and (2) Pentex Oil & Gas Limited Expires 29 06 2019 |

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Particulars of a mortgage or charge

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|--|--|-----------------|-----------------------|--|
| | Wellsite 8 Site 8, North of Flood Rd, Gainsborough, DN21 1AY | Not registrable | Island Gas Limited | Lease dated 15 April 2010 (1) W Thompson (2) Star Energy Oil and Gas Limited Expires 29 06 2016 |
| | Wellsite 11 Site 11, Off Old Trent Rd, Gainsborough, DN21 1AY | N/A | TBC | New lease being negotiated |
| | Wellsite 14 Site 14, Off Marshall Way, Gainsborough, DN21 1RZ | Not known | Island Gas Limited | Lease dated 17 April 2000 (1) Bacon, Ramsden, Gibbs (2) Pentex Oil and Gas Limited Expires 29 06 2019 |
| | Wellsite 29 Site 29, Middlefield Lane, Gainsborough, DN21 1QR | Not registrable | Island Gas Limited | Lease dated 29 June 2010 (1) West Lindsey DC (2) Star Energy Oil and Gas Limited Expires 27 07 2013 |

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Particulars of a mortgage or charge

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Short particulars

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|--|--|-----------|-----------------------|---|
| | Wellsite 31 Site 31, Off Belt Rd, Gainsborough, DN21 1QA | Not known | Island Gas Limited | Lease dated 17 April 2000 (1) Thomas James Ponsonby Ramsden & Stephen Cockayne Gibbs (2) Pentex Oil & Gas Limited Expires 29 06 2019 |
| | Wellsite 33 Site 33, Off Belt Rd, Gainsborough, DN21 1QA | Not known | Island Gas Limited | Lease dated 21 November 1994 (1) Karsten (UK) Ltd (2) Pentex (East Midlands) Ltd Lease for five years is "held over" on a rolling basis |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

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| | Wellsite Site 34, Off Belt Rd, Gainsborough, DN21 1QA | Not known | Island Gas Limited | Lease dated 21 November 1994 (1) Karsten (UK) Ltd (2) Pentex (East Midlands) Ltd Lease for five years is "held over" on a rolling basis |
| | Wellsite 36 Site 36, Off The Flood Rd, Gainsborough, DN21 1AY | N/A | N/A | New lease being negotiated |
| | Wellsite 37 Site 37, Off Thonock Rd, Gainsborough, DN21 3HP | Not known | Island Gas Limited | Lease dated 17 April 2000 (1) Thomas James Ponsonby Ramsden & Stephen Cockayne Gibbs (2) Pentex Oil & Gas Limited Expires 29 06 2019 |

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|--|---|-----------|-----------------------|--|
| | Wellsite Site 38, Off Little Belt Rd, Gainsborough, DN21 1QA | Not known | Island Gas Limited | Lease dated 17 April 2000 (1) Thomas James Ponsonby Ramsden & Stephen Cockayne Gibbs (2) Pentex Oil & Gas Limited Expires 29 06 2019 |
| | Wellsite Site 41, North of The Flood Rd, Gainsborough, DN21 1AY | N/A | N/A | New lease being negotiated |
| | Wellsite 43 Site 43, Off Cox's Hill, Gainsborough, DN21 1HH | Not known | Island Gas Limited | Lease dated 8 April 2004 (1) Watson (2) Pentex Oil and Gas Limited Expires 24 12 2018 |
| | Wellsite 59 Site 59, Off The Flood Rd, Gainsborough, DN21 1AY | N/A | N/A | New lease being negotiated |
| | Wellsite Site 60, South Of Old Trent Rd, Gainsborough, DN21 1AY | N/A | N/A | New lease being negotiated |

MG01 - continuation page

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

| | | | | | |
|--|---|-----------------|-------------------|-----|---|
| | Rail Sidings, Lea Rd, Gainsborough, DN21 1AF | Not registrable | Island Limited | Gas | Agreement dated 27 October 1981 (1) BRB (2) Pentex (East Midlands) Ltd Expiry on 6 months' notice by either party |
| | Thonock, Gainsborough, DN21 3HP Pipeline 38 -1 | Not registered | Island Limited | Gas | PL GB37- GB1 - Deed of Easement dated 1 June 1995 between (1) Sir EC Bacon's Settlement Trustees and (2) Pentex (East Midlands) Limited, |
| | | | | | PL GB1- GB29 - Deed of Grant dated 15 July 1967 (Thonock Estates), |
| | | | | | PL GB38 - GB37 - Deed of Grant 24 August 1972 (Thonock Estates) |

MG01 - continuation page

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

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|----------------|---|---|-----------------------|--|
| | Gainsborough, DN21 - Pipeline 1 -29 | Not registered | Island Gas Limited | PL GB1- GB29 Deed of Grant 15 July 1967 (Thonock Estates) |
| | Pipeline 2 to Lea Road | Not registered but see cautions against first registration on LL317271 LL317270 LL317268 LL317267 LL317263 LL317259 | Island Gas Limited | |
| | Pipeline 5 to Lea Road | Not registered | | |
| | Pipeline BK 28 to GB5 | Not registered | | Letter of Agreement 4 June 1975 - Severn Trent Water |
| South Leverton | Site 6, South Leverton, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated 15 April 2010 (1) Messrs Loates (2) Star Energy Oil and Gas Ltd Expires 22 08 2016 |

MG01 - continuation page

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

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|--|--|-----------------|-------------------|-----|--|
| | Site 7, South Leverton, Retford, Notts, DN22 8DQ | Not registrable | Island Limited | Gas | Lease dated 15 April 2010 (1) D Dickens (2) Star Energy Oil and Gas Limited Expires 17 08 2016 |
| | Site 8, Treswell, Retford, Notts, DN22 0EQ | Not registrable | Island Limited | Gas | Lease dated 15 April 2010 (1) D Dickens (2) Star Energy Oil and Gas Limited Expires 17 08 2016 |
| | Site 13, South Leverton, Retford, Notts, DN22 8DQ | Not registrable | Island Limited | Gas | (1) R, J W and M A Quickfall (2) Star Energy Oil and Gas Limited Expires 14 08 2016 |

MG01 - continuation page

Particulars of a mortgage or charge

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| 6 | Short particulars of all the property mortgaged or charged |
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| Please give the short particulars of the property mortgaged or charged |
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| Short particulars | |
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MG01 - continuation page

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 | Site | Description | Title number | Name of proprietor Company | Lease details |
|-------------------|------------|---|-----------------|----------------------------|---|
| | Bothamsall | Collecting Station, West Drayton Avenue, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated March 2011 (1) JB Marsh (2) Star Energy Oil and Gas Limited Will expire 22 11 2016 - New lease close to completion |
| | | Wellsite 1, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated 31 July 1989 (1) J Carr (renewed) (2) Pentex (East Midlands) Ltd Expired 30 07 2009 - New lease being negotiated |

MG01 - continuation page

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

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|--|---|-----------------|-----------------------|--|
| | Wellsite 2, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated 31 July 1989 (renewed) (1) J Carr (2) Pentex (East Midlands) Ltd Expired 30 07 2009 New lease being negotiated |
| | Wellsite 4, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated 12 September 1989 (1) John Warrener Trust (2) Pentex (East Midlands) Ltd renewed Expired 11 09 2009 New lease being negotiated |

MG01 - continuation page

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

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|--|---|-----------------|-------------------|-----|--|
| | Wellsite 5, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Limited | Gas | Lease dated 12 September 1989 (1) John Warrener Trust (2) Pentex (East Midlands) Ltd renewed Expired 11 09 2009 New lease being negotiated |
| | Wellsite 8, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Limited | Gas | Lease dated 31 July 1989 (1) J Carr (2) Pentex (East Midlands) Ltd Expired 30 07 09 New lease being negotiated |

MG01 - continuation page

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

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|--|--|-----------------|-----------------------|--|
| | Wellsite 9, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated 12 September 1989 (1) John Warrener Trust (2) Pentex (East Midlands) Ltd renewed Expired 11 09 2009 New lease being negotiated |
| | Wellsite 11, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated March 2011 (1) JB Marsh (2) Star Energy Oil and Gas Limited New lease being negotiated |
| | Wellsite 12, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated 31 July 1989 (1) J Carr (2) Pentex (East Midlands) Ltd Expired 30 7 2009 New lease being negotiated |

MG01 - continuation page

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

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|------|--|-----------------|----------------------------------|---|
| | Wellsite 14, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated 12 September 1989 (1) John Warrener Trust (2) Pentex (East Midlands) Ltd renewed Expired 11 09 2009 New lease being negotiated |
| | Wellsite 21, Bothamsall, Retford, Notts, DN22 8DQ | Not registrable | Island Gas Limited | Lease dated 31 July 1989 (1) J Carr (2) Pentex (East Midlands) Ltd Expired 30 07 09 New lease being negotiated |
| Site | Description | Title number | Name of proprietor Company | Lease details |

MG01 - continuation page

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

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|----------|---|-----------------|-----------------------|--|
| Egmanton | Central Area, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Gas Limited | Lease dated 27 July 2010 (1) SM Connole and EN Connole (2) Star Energy Oil and Gas Limited Expires 31 07 2016 |
| | Site 1, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Gas Limited | Lease dated 27 July 2010 (1) SM Connole and EN Connole (2) Star Energy Oil and Gas Limited Expires 31 07 2016 |
| | Site 3, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Gas Limited | Lease dated 15 April 2010 (1) P A Fendley and GAS Fendley (2) Star Energy Oil and Gas Limited Expires 29 06 2016 |

MG01 - continuation page

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

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|--|--|-----------------|-------------------|-----|---|
| | Site 5, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Limited | Gas | Lease dated 27 July 2010 (1) D M Chase (2) Star Energy Oil and Gas Limited Expires 29 06 2016 |
| | Site 7, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Limited | Gas | Lease dated 27 July 2010 (1) SM Connole and EN Connole (2) Star Energy Oil and Gas Limited Expires 31 07 2016 |
| | Site 14, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Limited | Gas | Lease dated 27 July 2010 (1) S H Martin (2) Star Energy Oil and Gas Limited Expires 29 06 2016 |

MG01 - continuation page

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

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|--|--|-----------------|-----------------------|--|
| | Site 27, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Gas Limited | Lease dated 27 July 2010 (1) SM Connole and EN Connole (2) Star Energy Oil and Gas Limited Expires 31 07 2016 |
| | Site 32, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Gas Limited | Lease dated 15 April 2010 (1) P A Fendley and GAS Fendley (2) Star Energy Oil and Gas Limited Expires 29 06 2016 |
| | Site 35, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Gas Limited | Lease dated 27 July 2010 (1) SM Connole and EN Connole (2) Star Energy Oil and Gas Limited Expires 31 07 2016 |

MG01 - continuation page

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

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|--|---|-----------------|-----------------------|---|
| | Site 44, Weston, Newark, Notts, NG23 6TL | N/A | N/A | Lease expired 2000 - Negotiations for a new lease at an early stage |
| | Site 52, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Gas Limited | Lease dated 27 July 2010 (1) SM Connole and EN Connole (2) Star Energy Oil and Gas Limited Expires 31 07 2016 |
| | Site 64, Great North Rd, Weston, Newark, Notts, NG23 6TL | Not registrable | Island Gas Limited | Lease dated 27 July 2010 (1) SM Connole and EN Connole (2) Star Energy Oil and Gas Limited Expires 31 07 2016 |

MG01 - continuation page

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

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|--------------|--|-----------------|-----------------------|---|
| Rempstone | Rempstone A Site A, Wymeswold Rd, Rempstone, Loughborough, Leics, LE12 6RN | Not registrable | Island Gas Limited | Lease dated 15 April 2010 (1) BL Burton (2) Star Energy Oil and Gas Ltd Expires 3 7 2016 |
| | Rempstone B Site B, Loughborough Rd, Rempstone, Loughborough, Leics, LE12 6RQ | Not registrable | Island Gas Limited | Lease dated 15 April 2010 (1) NT Burton (2) Star Energy Oil and Gas Ltd Expires 29 6 2016 |
| Long Clawson | Site A, OS Field 5177, Melton Rd, Long Clawson, Melton Mowbray, Leics, LE14 4NR | Not registrable | Island Gas Limited | Lease dated TBC (1) Ernest Ewart Oxbrough (2) Star Energy Oil and Gas Limited Will expire 11 9 2017 - New lease near completion |

MG01 - continuation page

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

| | | | | | |
|--|--|-----------------|----------------|-----|---|
| | Site C, Melton Rd, Long Clawson, Melton Mowbray, Leics, LE14 4NR | Not registrable | Island Limited | Gas | Lease dated TBC (1) Ernest Ewart Oxbrough (2) Star Energy Oil and Gas Ltd Will expire 11 9 2017 - New lease near completion |
|--|--|-----------------|----------------|-----|---|

WELTON

| Site | Description | Title number | Name of proprietor Company | Lease details |
|-----------------------|--|----------------------------------|----------------------------|---|
| Scampton North C Site | OS Field No NG0031, Heath Lane, Welton LN2 3PY | Not registrable at time of grant | Not known | Lease dated 2 January 1991 (1) RH Ward (2) BP Petroleum expires 31 07 2013 |
| | Pipelines at Scampton | LL78702 and LL68171 | Island Gas Limited | Lease dated 2 January 1991 (1) R H Ward (Welton) Ltd (2) BP Petroleum Expires 31 July 2038 |

MG01 - continuation page

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

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|--------------------------|---|--|-----------------------|--|
| Scampton North B Site | Cliff Road, Welton, Lincoln LN2 3JJ | Not registrable at time of grant | Island Gas Limited | Lease dated 2 January 1991 (1) R H Ward Welton Limited (2) BP Petroleum Development Limited Expires 31 7 2013 |
| Scampton North A Site | OS Field No 3200, Ermine Street, Scampton, Lincoln LN2 3PY | Not registrable at time of grant | Island Gas Limited | Lease dated 2 January 1991 (1) R H Ward Welton Limited (2) BP Petroleum Development Limited Expires 31 7 2013 |
| Scampton South Site | Horncastle Lane, Lincoln, LN1 2SF | Not registrable at time of grant | Island Gas Limited | Lease dated 11 June 1982 (1) Midland Bank (2) BP Exploration Operating Company Ltd Expires 31 12 2020 |

MG01 - continuation page

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

| | | | | |
|---------------|--|----------------------------------|--------------------|--|
| Stainton A | Stainton Manor Farm, Lincoln LN3 5BL | Not registrable | Island Gas Limited | Lease dated 29 July 2010 (1) AW Smith & Sons (2) Star Energy (East Midlands) Limited Expires 01 07 2016 |
| Welton A Site | Water pipeline to the south of Main Street, Scothern | LL207358 and LL211615 | Island Gas Limited | Lease dated 30 November 2001 (1) Wilkinson (2) Star Energy (East Midlands) Limited 999 years -- |
| Welton B Site | Access Road to Welton B | Not registrable at time of grant | Island Gas Limited | Lease dated 3 May 1996 (1) TM O'Brien & DG Hutchinson (2) Candecca Resources Ltd Expires 31 March 2016 |

WEALD BASIN

| Site | Description | Title number | Name of proprietor Company | Lease details |
|------|-------------|--------------|----------------------------|---------------|
| | | | | |

MG01 - continuation page

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

| | | | | |
|--------------------|---|-----------|--------------------|---|
| Albury | Land at Albury Park, Albury, Surrey, GU5 9DA | SY617523 | Island Gas Limited | Lease dated 25 August 1987 (1) RGA Percy (2) Conoco (UK) Limited Expires 24 June 2017 |
| Bletchingly | Bletchingly 1 Langham Park Farm, South Godstone, Surrey, RH9 | Not known | Island Gas Limited | Lease dated 11 June 1987 (1) HAJ Collard (2) HAJ Collard (3) Cambrian Exploration Limited Expires 30 6 2006 - Holding over The site will be restored in the next six months |
| | Bletchingly 2 Kings Farm, South Godstone, Surrey, RH9 8LB | Not known | Island Gas Limited | Lease dated 28 February 1990 (1) KE King (2) Cambrian Exploration Limited Expired 27 4 2008 - Holding over The site will be restored in the next six months |

MG01 - continuation page

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

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|----------|--|--------------|-----------------------|---|
| | <p>Bletchingly 3</p> <p>Kennels Farm, Bletchingly, Surrey, RH9</p> | Not known | Island Gas Limited | <p>(1) Bletchingly and Hathersham</p> <p>(2) Cambrian Exploration</p> <p>(3) BP Petroleum Development</p> <p>Expired 31 5 2008 -</p> <p>Holding over The site will be restored in the next six months</p> |
| | <p>Bletchingly 5</p> <p>Land adjacent to Birchen Coppice at Kings Farm, South Godstone, Surrey</p> | SY 768648 | Island Gas Limited | <p>Lease dated 30 October 2007</p> <p>(1) John Kenneth King, David Herbert King and</p> <p>(2) Star Energy Weald Basin Ltd</p> <p>Expires 28 9 2037</p> |
| Horndean | <p>Horndean B - Sheepwash Rd, Horndean, Hampshire, PO8 ODS</p> | Unregistered | Island Gas Limited | <p>Lease of right of way dated 2 September 2010</p> <p>(1) Fuller Smith & Turner plc</p> <p>(2) Star Energy Weald Basin Limited</p> <p>Expires 19 9 2030</p> |

MG01 - continuation page

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

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|--|---|---------------------|-----------------------|--|
| | Horndean C (Part Site) - The Holt (Off B2149), Horndean, Hampshire, PO9 6BP | Unregistered | Island Gas Limited | Lease dated 1 August 1984 (1) Edney (2) Carless Exploration Ltd Expired 25 3 2009 - Holding over |
| | Horndean C (Part Site) - The Holt (Off B2149), Horndean, Hampshire, PO9 6BP | Unregistered | Island Gas Limited | Lease dated 6 April 1985 (1) Edney (2) Carless Exploration Ltd Expired 25 3 2009 - Holding over |
| | Horndean C (Part Site) - The Holt (Off B2149), Horndean, Hampshire, PO9 6BP | Deed of Easement | Island Gas Limited | Dead of Easement dated 1 August 1984 (1) MAFF (2) Carless Exploration Ltd |
| | Horndean X - Pyle Farm, Horndean, Hampshire, PO8 0AJ | SH31289 | Island Gas Limited | (1) PG Langrish & Others (2) Star Energy Weald Basin Ltd Expires 21 8 2034 |

MG01 - continuation page

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

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|--------------|--------------------------|---|-----------------------|--|
| Palmers Wood | Palmers Wood pipeline | SY611392 SY614221 SY608819 And SY609613 | Island Gas Limited | Lease dated 25 May 1990 (1) Catterall (2) Cairn Energy plc Expires 31 12 2089 |
| | | | | Lease dated 12 June 1990 (1) TF Cheriman (2) Cairn Energy plc Expires 31 12 2014 |
| | | | | Lease dated 6 July 1990 (1) East Surrey Water (2) Cairn Energy plc Expires 31 12 2014 |
| | | | | Lease dated 12 July 1990 (1) Parsons (2) Cairn Energy plc Expires 31 12 1989 |

MG01 - continuation page

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

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|--------------|--|------------|-----------------------|--|
| | Coney Hill, Godstone, Surrey, RH8 9NE | SY617679 | Island Gas Limited | Lease dated 19 July 1990 (1) CR Pabono (2) Conoco UK Ltd (3) Cairn Energy plc Expires 13 6 2015 |
| Storrington | Pulborough Rd, Storrington, West Sussex, RH20 4HP | WSX 181431 | Island Gas Limited | Lease dated 11 August 1993 (1) Coutts & Co (2) Cairn Energy plc Expires 31 5 2015 |
| Humbly Grove | Humbly Grove B, New farm, South Warnborough, Hook | HP645065 | Island Gas Limited | Lease dated 19 September 1986 (1) ES Borthwick Norton (2) Carless Exploration Ltd Expires 25 March 2012 (break exercised) |

STOCKBRIDGE

| Site | Description | Title number | Name of proprietor Company | Lease details |
|------|-------------|--------------|----------------------------------|---------------|
| | | | | |

MG01 - continuation page

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

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|-------------|---|-----------|---|---|
| Stockbridge | Avington - Matterley Farm, Itchen Valley, Winchester, Hampshire, SO21 1HW | HP 659532 | Star Energy Oil UK Limited Currently being assigned to Island Gas Limited - ongoing discussions with Landlord on granting consent) | Lease dated 11 May 2005 (1) PJ Bruce (2) Pentex Oil UK Limited Expires 20 5 2020 |
| | Goodworth - Goodworth Site, Next to Sewage Works, Stockbridge Rd, Goodworth Clatford, Andover Hants, SP11 7HP | HP713464 | Island Gas Limited | Lease dated 26 January 2009 (1) Wilsco 237 Ltd (2) Star Energy Oil UK Ltd (3) Star Energy Group plc Expires 30 6 2017 |
| | Stockbridge - Hill Farm Hill Farm Site, Crawley Down, Winchester, Hampshire, SO21 2NS | HP696990 | Island Gas Limited | Lease dated 28 November 2007 (1) Zurich Assurance Limited (2) Star Energy Oil UK Limited Expires 31 10 2029 |

MG01 - continuation page

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

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|--|---|----------|-----------------------|---|
| | Larkwhistle Farm - Larkwhistle Farm Site, Off A272 Winchester to Andover Rd, Crawley Down, Winchester, Hampshire, SO21 2RJ | HP736108 | Island Gas Limited | Lease dated 21 March 2011 (1) Cowen & Sykes (2) Star Energy Oil UK Limited Expires 2 1 2025 |
| | Folly Farm - Folly Farm Site, Crawley, Winchester, Hampshire, SO21 2PT (and Walton Abstraction Licence dated 8 8 2005) | HP714601 | Island Gas Limited | Lease dated 5 February 2009 (1) NF Kimber (2) Star Energy Oil UK Limited Expires 24 11 2019 |

EAST MIDLANDS

| Site | Description | Title number | Name of proprietor Company | Lease details |
|---------------|--|--------------|----------------------------------|---|
| Cold Hanworth | Wetmoore Lane, Welton Low Fields, Welton, Lincoln, LN2 3RH | LL252086 | Island Gas Limited | Lease dated 13 March 2001 (1) R H Ward Welton Ltd (2) Star Energy (East Midlands) Ltd Expires 20 5 2020 |

MG01 - continuation page

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

| | | | | | |
|-----------|---|---|-------------------|-----|---|
| Nettleham | Nettleham, Lincoln, LN2 2UZ | Not registerable at time of grant | Island Limited | Gas | Lease dated 25 March 2002 (1) Church Commission ers (2) Star Energy (East Midlands) Ltd Expires 20 1 2015 |
| Nettleham | Nettleham, Lincoln, LN2 2UZ | Not registerable at time of grant | Island Limited | Gas | Lease dated 27 June 2011 (1) Church Commission ers (2) Star Energy (East Midlands) Ltd Expires 20 1 2020 |
| | Access Road, A46 to Cold Hanworth | LL269396 | Island Limited | Gas | Lease dated 6 April 2006 (1) RH Ward Welton (2) Star Energy (East Midlands) Ltd Expires 5 4 2026 |

MG01 - continuation page

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

| | | | | |
|--|---|----------|-----------------------|---|
| | Access Road, A46 to Cold Hanworth | LL269437 | Island Gas Limited | Lease dated 6 April 2006 (1) FK Smith (2) Star Energy (East Midlands) Ltd Expires 5 4 2026 |
| | Access Road, A46 to Cold Hanworth | LL269397 | Island Gas Limited | Lease dated 6 April 2006 (1) JC&BJ Pears (2) Star Energy (East Midlands) Ltd Expires 5 4 2026 |

| Site | Description | Title number | Name of proprietor Company | Lease details |
|--------------|--|-----------------|----------------------------------|---|
| Alton office | Buckham House, 23 Lenton Street, Alton | Not registrable | Island Gas Limited | Lease dated 6 January 2011 (1) AH Buckham Ltd (2) Star Energy Group Limited Expires 5 1 2016 |

MG01 - continuation page

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

| Site | Description | Title number | Name of proprietor Company | Lease details |
|------------|---|-----------------|----------------------------|---|
| The Common | 4 The Common, Carron Lane, Midhurst, West Sussex GU29 9LF | Not registrable | P R Singleton Limited | Letting Agreement with Andrew and Elizabeth Cook commencing on 6 August 2012 |
| Singleton | Singleton Forest, Singleton, Chichester | WSX335960 | P R Singleton Limited | Lease dated 7 June 2010 between (1) The Secretary of State for Environment Food and Rural Affairs and (2) P R Singleton Limited |

SCHEDULE 3

CHARGED SECURITIES

| Security Agreement Chargor | Name of company in which shares are held | Class of shares held | Number of shares held | Issued share capital |
|----------------------------|--|-----------------------|-----------------------|----------------------|
| IGas Energy Plc | Island Gas Limited | Ordinary Shares of £1 | 668 | £668 |
| IGas Energy Plc | Island Gas Operations Limited | Ordinary Shares of £1 | 2 | £2 |
| IGas Energy Plc | IGas Exploration UK Limited | Ordinary Shares of £1 | 17,687,562 | £17,687,562 |

MG01 - continuation page

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

| Security Agreement Chargor | Name of company in which shares are held | Class of shares held | Number of shares held | Issued share capital |
|---------------------------------|--|----------------------|-----------------------|---|
| IGas Energy Plc | Star Energy Group Limited | Ordinary Shares | 100% | 95,260,775 ordinary shares, fully paid |
| Star Energy Group Limited | Star Energy Limited | Ordinary Shares | 100% | 51,831,431 ordinary shares, fully paid |
| Star Energy Group Limited | Star Energy Weald Basin Limited | Ordinary Shares | 100% | 152,232,050 ordinary shares of 10p each, fully paid |
| Star Energy Group Limited | Star Energy Oil and Gas Limited | Ordinary Shares | 100% | 4,176,708 ordinary shares of £1 each, fully paid |
| Star Energy Oil & Gas Limited | Star Energy (East Midlands) Limited | Ordinary Shares | 100% | 1 ordinary shares, fully paid |
| Star Energy Weald Basin Limited | Star Energy Oil UK Limited | Ordinary Shares | 100% | 1 ordinary shares of £1, fully paid |
| Star Energy Limited | Larchford Limited | Ordinary Shares | 100,000 ordinary | 300,001 ordinary shares of £1, fully paid |

SCHEDULE 4 Insurances

| Security Agreement Chargor (Insured Party) | Insurer | Policy type | Policy number |
|---|---------|--------------------|---------------|
| Star Energy Group Limited, Star Energy Limited, Star Energy Oil & Gas Limited and Star Energy Weald Basin Limited | Aviva | Contractor's Plant | 24190130ENP |

MG01 - continuation page

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

| | | | |
|---|-------------------|---|-----------------|
| Star Energy Group Limited, Star Energy Limited, Star Energy Oil & Gas Limited and Star Energy Weald Basin Limited | QBE | Employer's Liability | Y032106QBE0111A |
| IGas Energy Plc | Lockton | Energy Package | ENOTH1100801 |
| Star Energy Group Limited, Star Energy Limited, Star Energy Oil & Gas Limited and Star Energy Weald Basin Limited | Zurich Municipal | Motor Fleet | MV2320015714 |
| IGas Energy Plc | Lockton | General Liability | ENOTH1100802 |
| IGas Energy Plc | Lockton | Excess Liability | ENOTH1100805 |
| Island Gas Limited | TL Risk Solutions | Asset Protection, Revenue Protection, Employers Liability and Public and Products Liability | 62 OSP 2097477 |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4981279
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD SUPPLEMENTAL SECURITY
AGREEMENT DATED 28 FEBRUARY 2013 AND CREATED BY
IGAS ENERGY PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE SECURITY AGREEMENT CHARGORS
TO THE SECURED PARTIES 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 11 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2013

DX



Companies House



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