



Registration of a Charge

Company name: **NEPTUNE ENERGY GROUP HOLDINGS LIMITED**

Company number: **10647966**



X6ZT8TBV

Received for Electronic Filing: **15/02/2018**

Details of Charge

Date of creation: **13/02/2018**

Charge code: **1064 7966 0003**

Persons entitled: **CITIBANK N.A., LONDON BRANCH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10647966

Charge code: 1064 7966 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2018 and created by NEPTUNE ENERGY GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2018 .

Given at Companies House, Cardiff on 19th February 2018

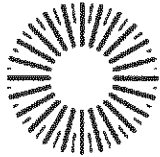
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HERBERT
SMITH
FREEHILLS

13 February
..... 2018

NEPTUNE ENERGY GROUP HOLDINGS LIMITED
as the Chargor


and

CITIBANK, N.A., LONDON BRANCH
acting as the Security Agent

SECURITY AGREEMENT

Herbert Smith Freehills LLP

We hereby certify that save for
material redacted pursuant to
section 859G Companies Act
2006 this is a true and accurate
copy of the original.


KUSHAL BHIMJANI
Herbert Smith Freehills LLP
Exchange House
Rimrose Street
London EC2A 2EG

Date: 15/02/2018

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THIS DEED is made on 13 February 2018

BETWEEN:

- (1) **NEPTUNE ENERGY GROUP HOLDINGS LIMITED** (a company registered in England and Wales with registration number 10647966) whose registered office is at 10 Norwich Street, London, EC4A 1BD (the "**Chargor**"); and
- (2) **CITIBANK, N.A., LONDON BRANCH** as security agent and trustee for the benefit of the Secured Parties (the "**Security Agent**", which expression includes its successors and assigns).

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

1.1.1 Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Facility Agreement" means the borrowing base facility agreement dated 11 May 2017 between, among others, the Chargor as borrower, the original lenders named therein, the agent named therein and the Security Agent.

"Insolvency Act" means the Insolvency Act 1986.

"LPA" means the Law of Property Act 1925.

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

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

"Related Property Rights" means, in relation to any property or asset (or class of assets) or right:

- (A) the proceeds of sale and/or other realisation of that property or asset (or class of assets) or right (or any part thereof or interest therein);
- (B) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property or asset (or class of assets) or right; and
- (C) all rights under any lease, licence or agreement in respect of such property or asset (or class of assets) or right.

"Security Period" means the period from the date of this Deed until the earlier of (i) the Final Discharge Date; and (ii) the date on which the Security created under this Deed has been released.

"Shares" means:

- (A) the entire issued share capital of Neptune Energy Finance Limited from time to time, being at the date of this Deed 1 issued ordinary share of US\$ 1.00 (one) each legally and beneficially owned by the Chargor;
- (B) all Related Investment Rights in respect thereof; and
- (C) all Related Property Rights in respect thereof.

1.1.2 Words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 **Construction and Third Party Rights**

1.2.1 The provisions of clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Deed as if they were set out in this Deed.

1.2.2 The terms of this Deed may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1.3 **Implied Covenants for Title**

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

1.4 **Effect as a Deed**

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

1.5 **Security Trust Provisions**

The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with clause 32 (*The Security Agent*) of the Facility Agreement.

2. **COVENANTS TO PAY**

2.1 **Covenant to Pay Secured Obligations**

The Chargor covenants that it shall on demand pay to the Security Agent and discharge the Secured Obligations when they become due for payment or discharge whether by acceleration or otherwise.

2.2 **Potential Invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Obligations*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

3. **SECURITY**

The Chargor hereby charges to the Security Agent by way of first fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations all of the Chargor's rights to and title and interest from time to time in any and each of the Shares.

4. **FURTHER ASSURANCE**

4.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or any Receiver may reasonably specify (and in such form as the Security Agent or any Receiver may reasonably require in favour of the Security Agent or its nominee(s)):

4.1.1 to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment, or other Security over all or any of the assets which are, or are intended to be, the subject of the Security) or for the exercise of any rights, powers and remedies of the Security Agent or any Receiver or the Secured Parties provided by or pursuant to this Deed or by applicable law; and/or

4.1.2 on and from the Enforcement Date, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Deed.

4.2 Save for the registration of this Deed which is to be undertaken by the Lenders' legal counsel, the Chargor shall take all such action as is available to it (including making all filings and registrations) as is necessary for the purpose of the creation, perfection,

protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed.

5. **GENERAL UNDERTAKINGS WITH RESPECT TO THE SHARES**

5.1 The Chargor undertakes to the Security Agent with respect to the Shares during the Security Period:

5.2 **Negative Pledge**

it shall not, without the prior consent in writing of the Security Agent, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Shares or any part of them;

5.3 **Disposals**

it shall not dispose of the Shares or any part of them or agree so to do and for these purposes the term "dispose" shall include any form of disposal of any interest in any asset including (without limitation) any transfer, declaration of trust, assignment, sale, or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing;

5.4 **Authorisations**

subject to the Legal Reservations, it shall promptly:

(A) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(B) supply certified copies to the Security Agent upon request of,

any authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to enter into and perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed;

5.5 **Compliance with laws**

it shall comply with all laws and regulations applicable to it, save to the extent that non-compliance would not be reasonably likely to have a Material Adverse Effect;

5.6 **Communications**

it shall promptly deliver to the Security Agent a copy of every circular, notice, resolution, minutes or other documents received by it in connection with the Shares;

5.7 **Nominees**

it has not and shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Shares; and

5.8 **Register of members**

it shall procure that the company whose shares are subject to the Security purported to be created under this Deed does not keep information in respect of its members on the central register kept by the Registrar at Companies House.

6. **REPRESENTATION AND UNDERTAKINGS WITH RESPECT TO THE SHARES**

6.1 **Deposit of Title Documents**

The Chargor shall deposit with the Security Agent or its nominee:

6.1.1 all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Shares;

6.1.2 stock transfer forms or other instruments of transfer duly completed to the Security Agent's satisfaction; and

6.1.3 such other documents as the Security Agent may require from time to time for the purpose of perfecting its title to the Shares or for the purpose of vesting the same

in itself, its nominee or any purchaser or presenting the same for registration at any time.

6.2 Registration of transfers

The Chargor shall procure that, as and when required by the Security Agent at any time on and from the Enforcement Date, all Shares which are in registered form are duly registered in the name of the Security Agent or its nominee once a transfer relating to those Shares is presented for that purpose.

6.3 Calls

The Chargor shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of the Shares and, for the avoidance of doubt, no Secured Party shall be liable for any amounts due from the Chargor in respect of the Shares.

6.4 Dividends before enforcement

Subject to Clause 6.5 (*Dividends after enforcement*), the Chargor is entitled to retain any cash income derived from the Shares.

6.5 Dividends after enforcement

At any time on and from the Enforcement Date the Chargor shall hold any dividend or other monies received by it in respect of the Shares on trust for the Secured Parties and pay the same immediately to the Security Agent or as it may direct. The Security Agent shall be entitled to apply the same as permitted in accordance with the terms of the Finance Documents.

6.6 Voting Rights and Other Matters

6.6.1 Prior to the Enforcement Date and save as otherwise provided in this Clause 6.6, the Chargor shall exercise or direct the exercise of all voting rights and corporate powers (and the same shall accrue to the Chargor) in respect of the Shares provided that:

- (A) it does so for a purpose not inconsistent with any Finance Document or that would breach the terms of any Finance Document; and
- (B) the exercise or failure to exercise those rights could not have an adverse effect on the validity or enforceability of the Security created hereunder or cause an Event of Default to occur.

6.6.2 The Chargor shall not, without the prior written consent of the Security Agent, permit or agree to any variation of the rights attaching to or conferred by any of the Shares in any respect which would be expected to materially and adversely affect the interests of the Secured Parties, participate in any rights issue, elect to receive or vote in favour of receiving any dividends or other distributions other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to sections 895-901 of the Companies Act 2006.

6.6.3 At any time on and from the Enforcement Date the Security Agent may in such manner and on such terms as it sees fit (in the name of the Chargor or otherwise and without the need for further consent from the Chargor):

- (A) exercise (or refrain from exercising) any voting rights in respect of the Shares or, as the case may be, require the Chargor to exercise (or refrain from exercising) any such voting rights in accordance with the directions of the Security Agent (in which event, the Chargor shall comply with all such directions of the Security Agent); and/or

- (B) apply all dividends and other monies arising from the Shares in accordance with Clause 13 (*Application of Monies received under this Deed*); and/or
- (C) without prejudice to any other provision of this Deed, transfer the Shares into the name of a nominee or transferee of the Security Agent as the Security Agent may require; and/or
- (D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Shares.

6.7 **Liability of Security Agent**

The Chargor agrees with the Security Agent that no Secured Party nor any nominee will have any liability for:

- 6.7.1 failing to present any coupon or other document relating to any of the Shares;
- 6.7.2 accepting or failing to accept any offer relating to any of the Shares;
- 6.7.3 failing to attend or vote at any meetings relating to the Shares;
- 6.7.4 failing to notify the Chargor of any matters mentioned in this Clause 6.7 or of any communication received in relation to the Shares; or
- 6.7.5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Shares or which may be exercised by the Security Agent or any nominee for the Security Agent under this Deed (whether or not on sale or other realisation of the Shares a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise).

6.8 **Transfer and registration**

The Chargor represents and warrants in favour of each of the Secured Parties that, during the Security Period, the Shares are free from any restrictions as to transfer or registration.

6.9 **Register of Members**

The Chargor represents and warrants in favour of each of the Secured Parties that the company whose shares are subject to the Security purported to be created under this Deed does not keep information in respect of its members on the central register kept by the Registrar at Companies House.

6.10 **People with Significant Control regime**

The Chargor shall:

- 6.10.1 within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from the company whose shares are subject to the Security purported to be created under this Deed; and
- 6.10.2 promptly provide the Security Agent with a copy of that notice.

7. **RIGHTS OF THE SECURITY AGENT**

7.1 **Enforcement**

At any time on and after the Enforcement Date, the security created pursuant to this Deed shall be immediately enforceable and the Security Agent may in its absolute discretion and without notice to the Chargor or the prior authorisation of any court:

- 7.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Shares in each case at such times and upon such terms as it sees fit; and

7.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions granted to a Receiver by this Deed or by law.

7.2 Restrictions on Consolidation of Mortgages

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Security Agent shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Agent at any time on or after the Enforcement Date.

7.3 Restrictions on Exercise of Power of Sale

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

7.4 No Prior Notice Needed

The powers of the Security Agent set out in Clauses 7.2 (*Restrictions on Consolidation of Mortgages*) and 7.3 (*Restrictions on Exercise of Power of Sale*) above may be exercised by the Security Agent without prior notice to the Chargor.

7.5 Right of Appropriation

7.5.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Shares constitute "financial collateral", and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), the Security Agent shall at any time on and after the Enforcement Date have the right to appropriate all or any part of those Shares in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of any such Shares so appropriated shall be the market price of such Shares at the time the right of appropriation is exercised as determined by the Security Agent by reference to such method or source of valuation as the Security Agent may reasonably select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause or selected by the Security Agent in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7.5.2 The Security Agent shall notify the Chargor as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Shares as are specified in such notice.

7.6 Security Agent's Role

The Security Agent has agreed to become a party to this Deed for the better preservation and enforcement of its rights under this Deed but shall not assume any obligations or liabilities to the Chargor unless such obligation or liability is expressly assumed by the Security Agent in this Deed or the Facility Agreement. The Security Agent shall not have any duty to monitor or supervise the performance by the Chargor of its duties and obligations under this Deed. The Security Agent shall be entitled to the benefit of all protections and other provisions expressed to be in its favour as set out in the Facility Agreement and shall be entitled to act or refrain from acting under this Deed in accordance with the provisions of the Facility Agreement.

8. **EXONERATION**

No Secured Party shall, nor shall any Receiver, by reason of its or the Receiver entering into possession of the Shares or any part thereof, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Security Agent under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions hereof shall prevail and every such Receiver and the Security Agent shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

9. **APPOINTMENT OF RECEIVER**

9.1 **Appointment**

At any time on or after the Enforcement Date, or at the request of the Chargor, the Security Agent may, without prior notice to the Chargor, in writing (under seal, by deed or otherwise under hand) appoint a Receiver in respect of the Shares or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead.

9.2 **More than one Receiver**

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

9.3 **Receiver as agent**

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

9.4 **Receiver's Remuneration**

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Agent from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

10. **RECEIVER'S POWERS**

10.1 **Powers**

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

- 10.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 10.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 10.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Chargor itself could do or omit to do;
- 10.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including, without limitation, the bringing or defending of proceedings in the name of, or on behalf of, the Chargor; the collection and/or realisation of Shares in such manner and on such terms as the Receiver sees fit; and the execution of

documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the Chargor).

10.2 Powers may be Restricted

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

11. PROTECTION OF PURCHASERS

11.1 Absence of Enquiry

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

11.2 Receipt: Conclusive Discharge

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

12. POWER OF ATTORNEY AND DELEGATION

12.1 Power of Attorney: General

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

12.1.1 to do anything that the Chargor is obliged to do (but has not done by way of further assurance or perfection) under any Finance Document to which it is a party within 5 Business Days of being notified of that failure and being requested to comply (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Shares); and

12.1.2 on or after the Enforcement Date, to exercise any of the rights conferred on the Security Agent or any Receiver in relation to the Shares or under any Finance Document, the LPA or the Insolvency Act.

12.2 Power of Attorney: Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause shall do or purport to do in exercise of the powers granted by this Clause.

12.3 General Delegation

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

13. **APPLICATION OF MONIES RECEIVED UNDER THIS DEED**

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed, be applied for the following purposes and in the following order of priority:

- 13.1.1 in or towards satisfaction of the Secured Obligations in accordance with clause 33 (*Application of Proceeds*) of the Facility Agreement; and
- 13.1.2 the surplus, if any, shall be paid to the Chargor or other person or persons entitled to it,
- 13.1.3 save that the Security Agent may credit any monies received under this Deed to a suspense account for so long and in such manner as the Security Agent may from time to time determine and the Receiver may retain the same for such period as he and the Security Agent consider appropriate.

14. **RELEASE OF SECURITY**

14.1 **Release**

At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargor, execute or procure the execution by its nominee (in each case in a form acceptable to the Security Agent) and do all such deeds, acts and things as are necessary to release and/or reassign the Shares from the security created by or in accordance with this Deed.

14.2 **Avoidance of Payments**

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

15. **CURRENCY OF PAYMENT**

The obligation of the Chargor under this Deed to make payments in any currency shall not be discharged or satisfied by any tender, or recovery pursuant to any judgment or otherwise, expressed in or converted into any other currency, except to the extent that tender or recovery results in the effective receipt by a Secured Party of the full amount of the currency expressed to be payable under this Deed.

15.1 **Currency Indemnity**

- 15.1.1 If any sum due from the Chargor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
 - (A) making or filing a claim or proof against the Chargor;
 - (B) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings; or
 - (C) applying the Sum in satisfaction of any of the Secured Obligations,the Chargor shall, as an independent obligation, within three Business Days of demand, indemnify the relevant Secured Party against any cost, loss or liability

arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that Secured Party at the time of its receipt of that Sum.

- 15.1.2 The Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency unit other than that in which it is payable.

16. REPRESENTATIONS AND WARRANTIES

16.1 Representations

The Chargor makes the following representations and warranties in favour of the Secured Parties:

16.1.1 Status

It is a limited liability corporation, duly formed and validly existing under the law of its jurisdiction of incorporation.

16.1.2 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of, this Deed.

16.1.3 Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations.

16.1.4 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (A) any law or regulation applicable to it; or
- (B) its constitutional documents or the constitutional documents of any issuer of the Shares; or
- (C) any agreement or instrument binding upon it or any of its assets or result in a requirement for the creation of any Security over any of the Shares (other than as contemplated by this Deed),

in the case of paragraph (C) above, which conflict would, or would reasonably be likely to, have a Material Adverse Effect.

16.1.5 Status of assets and security

It is the sole legal and beneficial owner of the Shares free from Security (other than the Security created by this Deed) and, subject to the Legal Reservations or any required registration of this Deed;

- (A) this Deed confers the security it purports to confer over the Shares; and
- (B) the security created under or pursuant to this Deed is not subject to any prior or *pari passu* Security (save for any Permitted Security) and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings.

16.1.6 Calls

The Shares are not subject to any calls or other liability to pay money.

16.1.7 Stamp taxes and registration

It is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed except any filing, recording or enrolling or any tax or fee payable which is referred

to in any legal opinion delivered pursuant to the Facility Agreement in connection with this Deed.

16.1.8 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened which affects or involves the Shares or the Chargor.

16.2 Times for Making Representations and Warranties

The representations and warranties set out in this Clause are made on the date of this Deed and are deemed to be repeated each day prior to the expiry of the Security Period by reference to the facts and circumstances then existing.

17. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Shares (the date of receipt of such notice being the "**Notice Date**") it may, without prejudice to its rights under this Deed, open a fresh account or accounts with the Chargor and continue any existing account in the name of the Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Obligations. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Obligations outstanding on the Notice Date.

18. MISCELLANEOUS

18.1 The Chargor

This Deed shall be binding on the successors and assigns of the Chargor.

18.2 Assignment and Transfer

The Chargor may not assign any rights it has under this Deed. The Security Agent may assign and transfer all or any part of its rights and obligations under this Deed to a replacement security trustee appointed pursuant to the terms of the Facility Agreement. Such replacement security agent will, from the date of such assignment or transfer, be the agent of and the trustee of each other Secured Party under this Deed instead of the previous security agent.

18.3 Remedies and Waivers Cumulative

Save as expressly provided in this Deed, no failure to exercise, or delay in exercising, on the part of any party hereto any right, power or privilege under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise, or the exercise of any other right, power or privilege. No waiver by the Security Agent shall be effective unless it is in writing. The rights and remedies of the Security Agent are cumulative and not exclusive of any rights or remedies provided by law.

18.4 Set-Off, Combination of Accounts and Lien

A Secured Party may (but shall not be obliged to) set-off any obligation in respect of Secured Obligations which is due and payable by the Chargor against any obligation (contingent or otherwise) owed by that Secured Party to the Chargor (regardless of the place of payment, booking branch or currency of either obligation) and apply any credit balance to which the Chargor is entitled on any account with that Secured Party in payment of the Secured Obligations. That Secured Party may, at the cost of the Chargor, effect such

currency exchanges as such Secured Party considers are appropriate to implement such set-off.

18.5 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction, shall in any way be affected or impaired.

18.6 Property

This Deed is and will remain the property of the Security Agent.

18.7 Continuing Security

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

18.7.2 If any purported obligation or liability of any Obligor to the Secured Parties which if valid would have been the subject of any obligation or charge created by this Deed is or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to any Secured Party, the Chargor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Chargor was the principal debtor in respect thereof.

18.7.3 The obligations of the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 18.7, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to any Secured Party) including:

- (A) any time, waiver or consent granted to, or composition with, the Chargor, any Obligor or other person;
- (B) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
- (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, any Obligor or any other person;
- (E) any amendment (however fundamental) or replacement of any Finance Document or any other document or security;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (G) any insolvency or similar proceedings.

18.7.4 The Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of the Finance Documents to the contrary.

18.7.5 Until the Security Period has ended, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held or received by the Security Agent in respect of those amounts, or apply and enforce the same in such

manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same.

18.7.6 Unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or enforcement of the Security created by this Deed:

- (A) to be indemnified by any Obligor (including any rights it may have by way of subrogation);
- (B) to claim any contribution from any guarantor of any Obligor of the obligations under the Finance Documents;
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Security Agent or any of the other Secured Parties under any Finance Document or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents;
- (D) to claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with the Security Agent or any of the other Secured Parties;
- (E) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off against any Obligor; and/or
- (F) to exercise or claim any right of set off or counterclaim against any other Obligor or any other person liable for any of the Secured Obligations or claim or prove in competition with the Secured Parties in the bankruptcy, administration, liquidation or any other analogous procedure of any Obligor or any other person liable or have the benefit of, or share in, any payment from or composition with, any Obligor or any other person liable or any other Security now or hereafter held by the Secured Parties for any of the Secured Obligations or for the obligations or liabilities of any other person liable but so that, if so directed by the Security Agent, it will prove for the whole or any part of its claim in the liquidation, administration, bankruptcy or any other analogous procedure of any Obligor on terms that the benefit of such proof and of all of the money received by it in respect thereof shall be held on trust for the Secured Parties and applied in or towards discharge of the Secured Obligations in such manner as the Security Agent shall deem appropriate.

18.7.7 If the Chargor fails to claim or prove in the liquidation, administration, bankruptcy or any other analogous procedure of any Obligor promptly upon being directed to do so by the Security Agent as contemplated by Clause 18.7.6(F):

- (A) the Security Agent may, and is irrevocably authorised on behalf of the Chargor to, file any claims or proofs in such liquidation, administration, bankruptcy or other analogous procedure on its behalf; and
- (B) the trustee in bankruptcy, liquidator, assignee or other person distributing the assets of any Obligor or their proceeds is directed to pay distributions on the obligations or liabilities of such Obligor direct to the Security Agent on behalf of the Secured Parties until the Secured Obligations have been irrevocably paid in full.

18.7.8 The Chargor shall hold on trust for and immediately pay or transfer to the Security Agent any payment or distribution or benefit of security received by it contrary to this Clause 18.7.

18.8 **Additional Security**

This Deed shall be in addition to and not be affected by any other security or guarantee at any time held by a Secured Party for all or any part of the Secured Obligations nor shall any such other security or guarantee of liability to a Secured Party or by any person not

a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

18.9 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 18.8 (*Additional Security*) above or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

18.10 Enforcement of Other Security

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Obligations before enforcing any of its rights under this Deed.

18.11 Redemption of Prior Incumbrances

The Security Agent may redeem or take a transfer of any prior Security over the Shares and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargor. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargor to the Security Agent and until such payment shall form part of the Secured Obligations.

18.12 Stamp Taxes

The Chargor covenants to pay to each Secured Party or any Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed within three Business Days of demand a sum equal to any liability which that Secured Party, Receiver, attorney, manager, agent or other person incurs in respect of stamp duty, registration fees and other taxes which is or becomes payable in connection with the entry into, performance or enforcement of this Deed (including any interest, penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying any such duty, fee or tax).

19. CALCULATIONS AND CERTIFICATES

19.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Security Agent in connection with this Deed are *prima facie* evidence of the matters to which they relate.

19.2 Certificates and Determinations

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20. NOTICES

20.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be given in person, by post or fax.

20.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address, fax number or department or officer as the Security Agent or the Chargor may notify to the other party by not less than five Business Days' notice.

20.3 **Delivery**

20.3.1 Any communication or document made or delivered by the Security Agent under or in connection with this Deed will only be effective:

- (A) if by way of fax, when received in legible form; or
- (B) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 20.2 (*Addresses*), if addressed to that department or officer.

20.3.2 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

20.3.3 Any communication or document which becomes effective, in accordance with Clauses 20.3.1 and 20.3.2 above, after 5.00p.m. in the place of receipt shall be deemed only to become effective on the following day.

20.4 **Electronic communication**

20.4.1 Any communication to be made between the parties to this Deed under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that the parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if the Parties:

- (A) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (B) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

20.4.2 Any electronic communication made between the parties to this Deed will be effective only when actually received in readable form and in the case of any electronic communication made by the Chargor to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.

20.4.3 Any electronic communication which becomes effective, in accordance with Clause 20.4.2, after 5.00p.m. in the place of receipt shall be deemed only to become effective on the following day.

20.5 **English language**

20.5.1 Any notice given under or in connection with this Deed must be in English.

20.5.2 All other documents provided under or in connection with this Deed must be:

- (A) in English; or
- (B) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

20.6 **Voice recording**

Each party to this Deed acknowledges and agrees that telephone calls may be recorded for regulatory or monitoring purposes.

21. **COUNTERPARTS**

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

22. **LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

23. **ENFORCEMENT**

23.1 **Jurisdiction of English courts**

23.1.1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "**Dispute**").

23.1.2 Subject to Clause 23.1.3 below, the parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Chargor will not argue to the contrary or initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.

23.1.3 This Clause 23.1 (*Jurisdiction of English Courts*) is for the benefit of each of the Secured Parties only. As a result, a Secured Party shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may initiate or pursue:

(A) proceedings in any other court; and

(B) concurrent proceedings in any number of jurisdictions,

23.1.4 irrespective of whether proceedings have already been initiated by any party in England. The Chargor irrevocably waives any right that it may have to claim that the action has been brought in an inconvenient forum.

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

EXECUTED AS A DEED by
NEPTUNE ENERGY GROUP
HOLDINGS LIMITED

acting by _____

in the presence of:

)
)
)
)
)
)
)

Director

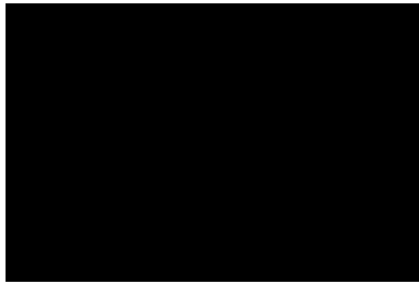
Signature of witness



Name of witness
(in BLOCK CAPITALS)

RONALD NEELMEJ

Address of witness



Notice details for NEPTUNE ENERGY FINANCE LIMITED for Clause 20

Address of Charge: 10 Norwich Street, London EC4A 1BD

Attention: Peter Thomas

Email:



Copy to:

Address: 10 Norwich Street, London EC4A 1BD

Attention: Guido Funes Nova

Email:



[Signature page to the Bidco Share Charge]

SIGNED by

)

**for and on behalf of
the Security Agent**

)

)

)



Notice details for Security Agent for Clause 20

Address: PFLA Team, Citibank, N.A., London Branch,
6th Floor, CGC-1, Citigroup Centre, Canada Square, Canary Wharf,
London E13 5LB, United Kingdom

Fax: +44 20 7500 5877

Attention: PFLA Team

Email: issuerpfla@citi.com

[Signature page to the Bidco Share Charge]