



Registration of a Charge

Company name: **ALBA RESOURCES LIMITED**

Company number: **SC210359**



X7L9O6YP

Received for Electronic Filing: **21/12/2018**

Details of Charge

Date of creation: **20/12/2018**

Charge code: **SC21 0359 0002**

Persons entitled: **DNB BANK ASA (AS SECURITY TRUSTEE)**

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

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 210359

Charge code: SC21 0359 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th December 2018 and created by ALBA RESOURCES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2018 .

Given at Companies House, Edinburgh on 24th December 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

Execution Version

20 December 2018

CAIRN ENERGY PLC
CAPRICORN OIL LIMITED
AGORA OIL AND GAS (UK) LIMITED
ALBA RESOURCES LIMITED
CAPRICORN RESOURCES MANAGEMENT LIMITED
as the Companies

and
DNB BANK ASA
as Security Trustee

SECURITY ASSIGNMENT

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.

Thomas P. Pugh

Herbert Smith Freehills LLP
Exchange House
Primrose Street
London EC2A 2EG

Date: *20 December* 20*18*

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THIS DEED is made on 20 December 2018

BETWEEN:

- (1) CAIRN ENERGY PLC (a company registered in Scotland with registration number SC226712) whose registered office is at 50 Lothian Road, Edinburgh, EH3 9BY;
- (2) CAPRICORN OIL LIMITED (a company registered in Scotland with registration number SC301223) whose registered office is at 50 Lothian Road, Edinburgh, EH3 9BY;
- (3) AGORA OIL AND GAS (UK) LIMITED (a company registered in Scotland with registration number SC366018) whose registered office is at 50 Lothian Road, Edinburgh, Midlothian, EH3 9BY;
- (4) ALBA RESOURCES LIMITED (a company registered in Scotland with registration number SC210359) whose registered office is at 50 Lothian Road, Edinburgh, EH3 9BY;
- (5) CAPRICORN RESOURCES MANAGEMENT LIMITED (a company registered in Scotland with registration number SC221577) whose registered office is at 50 Lothian Road, Edinburgh, EH3 9BY,
(each a "Company" and together the "Companies"); and
- (6) DNB BANK ASA as agent and trustee for itself and each of the other Finance Parties (the "Security Trustee").

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 or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

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

"Assigned Rights" means all rights, titles, benefits and interests, whether present or future, of the Companies in, to or arising under the Contracts including rights to any sums payable to the Companies and the full benefit of any Security, options, indemnities, guarantees and warranties in respect of the Contracts.

"Contract" means each of the Secured Hedging Agreements entered into from time to time to which any Company is a party and each Intercompany Loan.

"Enforcement Date" means the date on which the Facility Agent issues a notice pursuant to clause 24.22 (*Acceleration*) of the Facility Agreement.

"Facility Agreement" means the senior secured borrowing base facility agreement dated 18 July 2014 between, among others, (1) Capricorn Energy Limited and (2) the Security Trustee, as amended and/or restated from time to time, including pursuant to the Second Amendment and Restatement Agreement.

"Intercompany Loan" means any present or future sum, liability and obligation whatsoever (actual or contingent) payable, ongoing, due or increased by any member of the Group to any Company.

"LPA" means the Law of Property Act 1925.

"Receiver" means any person appointed by the Security Trustee to be a receiver or receiver and manager or administrative receiver of the Assigned Rights or any part thereof.

"Second Amendment and Restatement Agreement" means the amendment and restatement agreement dated 7 September 2018 amending and restating the Facility Agreement.

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged under or pursuant to Clause 2 (*Covenants To Pay*).

"Security Period" means the period from the date of this Deed until the date on which the Security Trustee has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

"Specified Intercompany Loans" means the Intercompany Loans described in Schedule 3 (*Specified Intercompany Loans*).

- 1.1.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Third Party Rights

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 each Company 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 Trustee may have executed it under hand only.

1.5 Security Trust Provisions

Each Company agrees that the terms of clause 29 (*Security Trustee*) of the Facility Agreement are incorporated into this Deed as if those terms were set out in full in this Deed, and that the Security Trustee holds the benefit of this Deed on trust for the Finance Parties in accordance with clause 29 (*Security Trustee*) of the Facility Agreement.

1.6 Incorporation

Without prejudice to the application of any other provisions of the Facility Agreement to this Deed (by reason of this Deed being a Finance Document for the purposes of the Facility Agreement), clauses 1.2 (*Construction*), 14 (*Tax gross up and indemnities*), 16 (*Other indemnities*), 32.7 (*No set-off by Obligor*), 33 (*Set-off*), 34 (*Notices*), 35 (*Calculations and certificates*), 36 (*Partial invalidity*), 37 (*Remedies and waivers*), 38 (*Amendments and waivers*), 39 (*Confidentiality*) and 42 (*Counterparts*) of the Facility Agreement shall apply to this Deed, mutatis mutandis, as if the same had been set out in full herein with references in such clauses to:

- 1.6.1 the "Parent" or "Company" or any "Obligor" or "Borrower" being construed, if the context so requires, as references to each Company (as defined herein);
- 1.6.2 the "Agreement" being construed as references to this Deed;
- 1.6.3 the "Parties" or "Party" being construed as references to the parties or, as the case may be, a party to this Deed;
- 1.6.4 the "Finance Documents" being construed as (a) including this Deed (in accordance with the definition of "Finance Documents" included in the Facility Agreement) or (b) if the context so requires, as references specifically to this Deed; and

- 1.6.5 In the context of clause 14 (*Tax gross up and indemnities*) of the Facility Agreement, the "Facility Agent" being, if the context so requires, construed as references to the Security Trustee and, in the context of clause 14.6 (*Stamp taxes*) of the Facility Agreement, a "Finance Party" being construed as references to each Finance Party, Receiver (as defined herein), attorney, manager, agent or other person as may be appointed by the Security Trustee under this Deed.

2. COVENANTS TO PAY

2.1 Covenant to Pay Secured Liabilities

Each Company covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by any Transaction Party under or pursuant to the Finance Documents, in each case, whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Finance Party(ies) or purchased (whether by assignment or otherwise) or acquired in any other way by the Finance Party(ies); denominated in dollars or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the obligation to pay interest pursuant to Clause 2.3 (*Interest*) 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 or Security to be unlawful under any applicable law.

2.3 Interest

- 2.3.1 Each Company hereby agrees to pay to the Security Trustee, in respect of any amount demanded from it in accordance with this Deed (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between any Company and the relevant Finance Party) interest from first demand by the Security Trustee of the relevant Company:

- (A) at the rate of interest payable or deemed to be payable by it in respect of the amount demanded as calculated and compounded in accordance with any agreement between it and the relevant Finance Party with respect to such amount; or
- (B) failing such agreement, at the rate per annum which is three per cent. (3%) per annum above the interest cost to the relevant Finance Party (as conclusively determined by that Finance Party) of funding the amount demanded, such interest being compounded at monthly rests.

- 2.3.2 Such interest shall accrue due on a daily basis from the demand by the Security Trustee until actual payment by the relevant Company (both before and after any further demand or judgment or the liquidation of the relevant Company).

3. LIMITED RECOURSE

Notwithstanding Clause 2.1 (*Covenant to Pay Secured Liabilities*):

- 3.1.1 the liability of each Company to the Finance Parties under Clause 2.1 (*Covenant to Pay Secured Liabilities*) shall be:
- (A) limited in aggregate to an amount equal to that recovered by the Security Trustee as a result of the enforcement of this Deed with respect to the Assigned Rights; and

- (B) satisfied only from the proceeds of sale or other disposal or realisation of the Assigned Rights pursuant to this Deed; and

3.1.2 the Security Trustee shall not have any recourse under Clause 2.1 (*Covenant to Pay Secured Liabilities*) to any assets of any Company other than the Assigned Rights.

4. SECURITY

During the Security Period, each Company assigns by way of security to the Security Trustee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the Assigned Rights.

5. FURTHER ASSURANCE

During the Security Period, each Company shall promptly upon request by the Security Trustee execute (in such form as the Security Trustee may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may reasonably require for:

- 5.1.1 perfecting and/or protecting (by registration or in any other way) the Security created or intended to be created by this Deed; and
- 5.1.2 for exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Deed or by law.

6. UNDERTAKINGS

6.1 Each Company undertakes to the Security Trustee that:

6.1.1 General

it shall:

- (A) promptly and diligently perform its obligations under each Contract;
- (B) notify the Security Trustee of any material default by it or any other party under any Contract;
- (C) with the prior written consent of the Security Trustee (which it shall promptly seek), institute and maintain all such proceedings as may be necessary or expedient to preserve or protect its interest under the Contracts and keep the Security Trustee informed of the progress of any such proceedings;
- (D) provide the Security Trustee with such information as the Security Trustee may from time to time reasonably request with respect to the Contracts and the Assigned Rights;
- (E) permit representatives of the Security Trustee and its advisers to have access to and examine during normal business hours minute books and other corporate records, books of account and financial records in relation to the Contracts upon reasonable advance notice having been given to the relevant Company by the Security Trustee;
- (F) not, without the Security Trustee's prior written consent, agree to any material waiver, material amendment, termination or cancellation of any Contract or any of the Assigned Rights, (other than the Specified Intercompany Loans which may be waived or otherwise discharged on or before the date specified in Schedule 3 (*Specified Intercompany Loans*));

- (G) not take or omit to take any action the taking or omission of which might adversely affect the interests of the Security Trustee or the Finance Parties;
- (H) not give any consent, waiver or approval under any Contract or exercise any right in respect of the Assigned Rights without the prior written consent of the Security Trustee; and
- (I) deposit each original Contract with the Security Trustee promptly upon request by the Security Trustee.

6.1.2 Payments

it shall pay all sums due by it under the Contracts and observe and perform the covenants and conditions on its part to be observed and performed as set out therein;

6.1.3 Negative Pledge

it shall not, without the prior consent in writing of the Security Trustee, create or attempt to create or permit to subsist or arise any Security on, over or affecting any Contract or any of the Assigned Rights other than in favour of the Security Trustee under the Security Documents;

6.1.4 Disposals

it shall not dispose of any Contract or any of the Assigned Rights or agree so to do and for these purposes the term "disposal" shall include any form of disposal including any transfer, declaration of trust, assignment, sale, novation or the creation of any other form of legal or equitable interest in or over any Contract or any of the Assigned Rights or any option in respect of the foregoing;

6.1.5 Compliance with Laws

it shall comply in all material respects with all laws and regulations applicable to it and will obtain and maintain in full force and effect all consents, licences, approvals or authorisations of, exemptions by or registrations or declarations with, any governmental or other authority which may at any time be required with respect to any Contract and any of the Assigned Rights;

6.1.6 Prejudicial Action

it shall not do or cause or permit to be done anything which may in any way reduce, jeopardise or otherwise prejudice the value to the Security Trustee of the Assigned Rights; and

6.1.7 Consents and Other Necessary Action

it shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the Security created or intended to be created pursuant to this Deed which shall include, without limitation, the obtaining of any necessary consent (in form and content satisfactory to the Security Trustee) to enable any Contract or all or any of the Assigned Rights to be assigned or charged pursuant to this Deed.

6.2 Notices of Assignment

- 6.2.1 Each Company shall forthwith give notice to each counterparty to each Contract in the form set out in Schedule 1 (*Form of Notice to Counterparty*) and procure that each such counterparty acknowledges such notice to the Security Trustee in the form set out in Schedule 2 (*Form of Acknowledgement of Counterparty*).

- 6.2.2 The notices of assignment and acknowledgement referred to in Clause 6.2.1 shall be in a form substantially similar to those contained in Schedules 1 and 2 or such other form as the Security Trustee may require.

6.3 No Liability

Notwithstanding anything contained in this Deed:

- 6.3.1 the Finance Parties shall be under no obligation or liability under or in respect of the Contracts or the Assigned Rights or be liable to make any payment under or in respect of the Contracts or the Assigned Rights;
- 6.3.2 the Finance Parties shall not be obliged to take any steps necessary to preserve any Contract or any of the Assigned Rights or enforce against any Company or any other person any term of any Contract, or to make any enquiries as to the nature or sufficiency of any payment received by any Company pursuant to the terms of any Contract; and
- 6.3.3 each Company shall remain solely and fully liable under or in respect of the Contracts to perform all the obligations and to pay all losses, costs, expenses, taxes and damages payable by it under or in connection with the Contracts.

7. RIGHTS OF THE SECURITY TRUSTEE

7.1 Enforcement

At any time on or after the Enforcement Date, the Security created pursuant to this Deed shall be immediately enforceable and the Security Trustee may in its absolute discretion and without notice to the Companies 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 Assigned Rights in each case at such times and upon such terms as it sees fit;
- 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 from time to time by law;
- 7.1.3 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands relating in any way to any Contract and any of the Assigned Rights;
- 7.1.4 bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Contract and any of the Assigned Rights which may seem to it to be expedient;
- 7.1.5 exercise in relation to any of the Assigned Rights all the powers, authorities and things which it would be capable of exercising if it were the absolute owner of the same;
- 7.1.6 apply for and maintain any regulatory permission, consent or licence required in connection with the Contracts or the Assigned Rights; and
- 7.1.7 fulfil, at each Company's expense and risk, its obligations under the Contracts.

7.2 Restrictions on Consolidation

Section 93 of the LPA shall not apply to this Deed or to any sale made under it or to the right of the Security Trustee 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 Security Trustee 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 to restrict the exercise by the Security Trustee of its power of sale which shall arise on the date of this Deed (and the Secured Liabilities 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 Trustee at any time on or after the Enforcement Date.

7.4 No Prior Notice Needed

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

8. EXONERATION

8.1 Exoneration

No Finance Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Assigned Rights 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 Trustee 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 Trustee 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.

8.2 Indemnity

The Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Assigned Rights or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Assigned Rights or any part of them (other than by reason of that person's gross negligence or wilful misconduct). The Security Trustee and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

9. APPOINTMENT OF RECEIVER

9.1 Appointment

At any time on or after the Enforcement Date, or at the request of any Company or its directors, the Security Trustee may, without prior notice to any Company, in writing (under seal, by deed or otherwise under hand) appoint a Receiver in respect of the Assigned Rights 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 Security Trustee may specify to the contrary in the appointment.

9.3 Receiver as agent

A Receiver shall be the agent of the relevant Company 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 Finance 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 Trustee 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 Assigned Rights 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 relevant Company 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 relevant Company; the collection and/or realisation of the Assigned Rights in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the relevant Company (whether under hand, or by way of deed or by utilisation of the company seal of that Company).

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 Trustee) appointing him but they shall not be restricted by any winding-up or dissolution of the relevant Company.

11. PROTECTION OF PURCHASERS

11.1 Absence of Enquiry

No person or persons dealing with the Security Trustee or any Receiver 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 Trustee or any such Receiver.

11.2 Receipt: Conclusive Discharge

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to any purchaser of the Assigned Rights.

12. POWER OF ATTORNEY AND DELEGATION

12.1 Power of Attorney: General

Each Company hereby irrevocably and by way of security appoints the Security Trustee 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 execute and deliver any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Assigned Rights or for vesting the same in the Security Trustee, its nominee or any purchaser;
- 12.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which a Company is required to enter into pursuant to this Deed; and
- 12.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or any Receiver under this Deed or which it is required to do pursuant to this Deed or which may be deemed expedient by the Security Trustee or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Trustee or such Receiver of the Assigned Rights or any part thereof or in connection with any other exercise of any other power under this Deed.

12.2 Power of Attorney: Exercise of Power

Any attorney appointed under Clause 12.1 (*Power of Attorney: General*) above must not exercise any power under Clause 12.1 (*Power of Attorney: General*) unless (i) an Event of Default has occurred and is continuing; or (ii) the relevant Company has failed to do the same within three Business Days following any request by the Security Trustee or the Receiver (as the case may be).

12.3 Power of Attorney: Ratification

Each Company ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 12 (*Power Of Attorney And Delegation*) shall do or purport to do in exercise of the powers granted by this Clause.

12.4 General Delegation

The Security Trustee 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 and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A Insolvency Act 1986, be applied for the following purposes and in the following order of priority:

- 13.1.1 in satisfaction of all costs, charges and expenses and payments (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Trustee or the Receiver and of remuneration to the Receiver in such order as the Security Trustee shall in its absolute discretion decide;

13.1.2 in or towards satisfaction of the Secured Liabilities which, subject to any provision to the contrary in the Facility Agreement, shall be applied in such order as the Security Trustee shall in its absolute discretion decide; and

13.1.3 the surplus, if any, shall be paid to the relevant Company or other person or persons entitled to it,

save that the Security Trustee may credit any monies received under this Deed to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Security Trustee may retain the same for such period as the Security Trustee considers appropriate.

14. RELEASE OF SECURITY

14.1 Release

At the end of the Security Period or if permitted under the Finance Documents, the Security Trustee shall, at the request and cost of the Companies, execute or procure the execution by its nominee (in each case in a form acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign the Assigned Rights 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 Finance Party shall be deemed to have been irrevocably paid if the Security Trustee 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 Finance 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 Finance Party and any Company shall be deemed not to have occurred and the Security Trustee 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. AMOUNTS PAYABLE

15.1 No Deduction

All payments to be made by a Company under this Deed shall be made without any set-off, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes, duties, levies, imposts or charges whatsoever, present or future. If any Company is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to a Finance Party under this Deed or, if any such withholding or deduction is made in respect of any recovery under this Deed, that Company shall pay such additional amount as may be necessary to ensure that the net amount received by that Finance Party shall equal the full amount due to it under the provisions of this Deed (had no such withholding or deduction been made).

15.2 Currency of Payment

The obligation of any Company 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 to which such tender or recovery results in the effective receipt by a Finance Party of the full amount of the currency expressed to be payable under this Deed.

16. REPRESENTATIONS AND WARRANTIES

Each Company represents and warrants in favour of each of the Finance Parties that:

16.1 Status

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

16.2 Powers and Authority

16.2.1 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 and the transactions contemplated by this Deed.

16.2.2 It has the power to own its assets and to carry on its business as it is being conducted.

16.3 Legal Validity

Subject to any general principles of law limiting its obligations, this Deed constitutes its legal, binding, valid and enforceable obligations.

16.4 Non-Conflict

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

16.4.1 conflict with any law or regulation or judicial or official order applicable to it; or

16.4.2 conflict with its constitutional documents; or

16.4.3 conflict with any agreement or document which is binding upon it or any of its assets or result in a requirement for the creation of any Security over any of the Assigned Rights (other than as contemplated by this Deed); and

the terms of the Contracts do not restrict or prohibit the assignment of the Assigned Rights to the Security Trustee.

16.5 Status of Security

It is the legal and beneficial owner of the Assigned Rights free from Security (other than this Deed) and, subject to any qualifications as to matters of law set out in any legal opinions delivered in relation to this Deed, this Deed confers the Security it purports to confer over the Assigned Rights and the Security created under or pursuant to this Deed is not subject to any prior or pari passu Security and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings.

16.6 Stamp taxes and registration

No stamp or registration duty or similar Tax or charge is payable in its jurisdiction of incorporation in respect of this Deed and it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in any jurisdiction.

16.7 Information

16.7.1 Any written factual information provided by or on behalf of it to a Finance Party in connection with the Contracts pursuant to the terms of this Deed after the date of this Deed was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

16.7.2 Any written expressions of opinion or views on behalf of it provided in connection with this Deed or any Contract were made (at their respective dates) after due and careful consideration on reasonable grounds as at the date it was provided.

16.7.3 Nothing has been omitted from the information provided pursuant to Clause 16.7.2 that makes such information misleading in any material respect.

16.8 No Immunity

The execution by it of this Deed constitutes, and the exercise by it of its rights and performance of its obligations under this Deed will constitute, private and commercial acts performed for private and commercial purposes and it will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Deed.

16.9 Licences

It is not necessary under the laws of its jurisdiction of incorporation:

16.9.1 in order to enable any Finance Party to enforce its rights under this Deed; or

16.9.2 by reason of the execution of this Deed or the performance by it of its obligations under this Deed,

that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in its jurisdiction of incorporation and no Finance Party is or will be deemed to be resident, domiciled or carrying on business in its jurisdiction of incorporation by reason only of execution, performance and/or enforcement of this Deed.

16.10 Governing law and enforcement

Its:

16.10.1 irrevocable submission under this Deed to the jurisdiction of the courts of England;

16.10.2 agreement that this Deed is governed by English law; and

16.10.3 agreement not to claim any immunity to which it or its assets may be entitled, are legal, valid and binding under the laws of its jurisdiction of incorporation and any judgment obtained in England will be recognised and be enforceable by the courts of its jurisdiction of incorporation.

16.11 Anti-bribery, anti-corruption and anti-money laundering laws

Neither it, nor any of its Subsidiaries, directors, officers, nor, to the best of its knowledge, any Affiliate, agent or employee of it, has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws, regulations or rules in any applicable jurisdiction and it has instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules.

16.12 Sanctions

16.12.1 Neither it, nor any of its Subsidiaries, directors, officers nor, to the best of its knowledge, any Affiliate, agent or employee of it or joint venture of it or of any of its Subsidiaries or their joint ventures:

(A) is an individual or entity (a "Person"), that is owned or controlled by, or is acting on behalf of any Person or Persons that is or are the target of any Sanctions, or a Person with which any Lender notifies the Company that such Lender is prohibited from dealing or otherwise engaging in a transaction with by any Sanctions, or subject to or involved in any inquiry, claim, action, suit, proceeding or investigation against it with respect to Sanctions or located, organised or resident in a Sanctioned Country (a "Sanctioned Person");

(B) is engaged in (or has, in the past five years, engaged in) any Sanctionable Activity; or

- (C) derives any of its revenues and profits on average from business involving any Sanctioned Persons.

16.13 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 Finance Party receives notice of any subsequent charge or other interest affecting any part of the Assigned Rights (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 any Company and continue any existing account in the name of any Company and may appropriate to any such fresh account any monies paid in, received or realised for the credit of any Company after such time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Finance 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 Liabilities outstanding on the Notice Date.

18. MISCELLANEOUS

18.1 The Companies

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

18.2 Assignment and Transfer

No Company may assign any of its rights or transfer any of its rights or obligations under this Deed. The Security Trustee may assign and transfer all or any part of its rights and obligations under this Deed.

18.3 Property

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

18.4 Continuing Security

18.4.1 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 Liabilities.

18.4.2 If any purported obligation or liability of any Transaction Party to the Finance Parties which, if valid, would have been the subject of any obligation or Security created by this Deed is or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to any Finance Party, each Company shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the relevant Company was the principal debtor in respect thereof. Each Company hereby agrees to keep each Finance Party fully indemnified against all damages, losses, costs and expenses arising from any failure of any Transaction Party to carry out any such purported obligation or liability.

18.4.3 Each Company waives any right it may have of first requiring any Finance Party to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the relevant Company under this Deed. This waiver applies irrespective of any law or any provision of the Finance Documents to the contrary.

18.5 Additional Security

This Deed shall be in addition to and not be affected by any other Security or guarantee now or hereafter held by a Finance Party for all or any part of the Secured Liabilities nor shall any such other Security or guarantee of liability to a Finance Party of 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.

18.6 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Finance Party now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any Security or guarantee referred to in Clause 18.5 (*Additional Security*) above or any rights which a Finance Party may now or hereafter have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

18.7 Enforcement of Other Security

No Finance Party shall be obliged to enforce any other Security it may hold for, or exercise any other rights it may have in relation to, the Secured Liabilities before enforcing any of its rights under this Deed.

18.8 Redemption of Prior Incumbrances

The Security Trustee may redeem or take a transfer of any prior Security over the Assigned Rights and may agree the accounts of prior incumbrancers. Such agreed accounts shall be conclusive and binding on each the Companies. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Companies to the Security Trustee and until such payment shall form part of the Secured Liabilities.

18.9 Stamp Taxes

To the extent not paid in accordance with clause 14.6 of the Facility Agreement, each Company covenants to pay to each Finance Party and any Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed immediately on demand a sum equal to any liability which that Finance Party, Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed 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).

18.10 Costs and Expenses

To the extent not paid in accordance with clause 18 of the Facility Agreement, each Company shall on demand reimburse each Finance Party and any Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed for all costs and expenses (including legal fees) incurred by such Finance Party, that Receiver, attorney, manager, agent or other person (on a full indemnity basis together with any applicable VAT) in connection with the negotiation, preparation, printing and execution of this Deed, the completion of the transactions and perfection of the security contemplated by this Deed and the exercise, preservation and/or enforcement or attempted enforcement of the Security created by or contemplated by this Deed.

18.11 Waiver of defences

The obligations of each Company under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 18.11, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to any Finance Party) including:

- 18.11.1 any time, waiver or consent granted to, or composition with, any Company, any Transaction Party or other person;
- 18.11.2 the release of any Transaction Party or any other person under the terms of any composition or arrangement with any creditor of any person;
- 18.11.3 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, any Company, any Transaction Party 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;
- 18.11.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Company, any Transaction Party or any other person;
- 18.11.5 any amendment (however fundamental) or replacement of any Finance Document or any other document or Security;
- 18.11.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- 18.11.7 any insolvency or similar proceedings.

18.12 Deferral of rights

- 18.12.1 Until the Security Period has ended, each Finance Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other moneys, Security or rights held or received by it 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 Companies shall not be entitled to the benefit of the same.
- 18.12.2 Unless the Security Trustee otherwise directs, no Company will 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 Transaction Party (including any rights it may have by way of subrogation);
 - (B) to claim any contribution from any guarantor of any Transaction Party's 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 rights of the Security Trustee or any of the other Finance Parties under the Finance Documents 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 Transaction Party or its estate in competition with the Security Trustee or any of the other Finance Parties; and/or
 - (E) to exercise or claim any right of set off or counterclaim against any Transaction Party or any other person liable for any of the Secured Liabilities or claim or prove in competition with the Finance Parties in the bankruptcy, administration, liquidation or any other analogous procedure of any Transaction Party or any other person liable or have the benefit of, or share in, any payment from or composition with, any Transaction Party or any other person liable or any other Security now or hereafter held by the Finance Parties for any of the Secured Liabilities or for the obligations

or liabilities of any other person liable but so that, if so directed by the Security Trustee, it will prove for the whole or any part of its claim in the liquidation, administration, bankruptcy or any other analogous procedure of any Transaction Party 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 Finance Parties and applied in or towards discharge of the Secured Liabilities in such manner as the Security Trustee shall deem appropriate.

18.12.3 If any Company fails to claim or prove in the liquidation, administration, bankruptcy or any other analogous procedure of any Transaction Party promptly upon being directed to do so by the Security Trustee as contemplated by Clause 18.12.2(E):

- (A) the Security Trustee may, and is irrevocably authorised on behalf of the relevant Company 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 Transaction Party or their proceeds is directed to pay distributions on the obligations or liabilities of any Transaction Party direct to the Security Trustee on behalf of the Finance Parties until the Secured Liabilities have been irrevocably paid in full.

18.12.4 Each Company shall hold on trust for and immediately pay or transfer to the Security Trustee any payment or distribution or benefit of Security received by it contrary to this Clause 18.12 or in accordance with any directions given by the Security Trustee under Clause 18.12.2.

18.12.5 This Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by any Finance Party.

18.13 Company's intent

Without prejudice to the generality of Clause 18.11 (*Waiver of defences*), each Company expressly confirms that it intends that this Deed, the Security constituted by this Deed and its obligations under this Deed, in each case, shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with the foregoing.

18.14 Non-competition

18.14.1 Until the Security Period has ended and unless the Security Trustee otherwise directs, no Company will exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (A) to be indemnified by any Transaction Party (including any rights it may have by way of subrogation);
- (B) to claim any contribution from any guarantor of any Transaction Party 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 Trustee or any of the other

Finance 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 Transaction Party or its estate in competition with the Security Trustee or any of the other Finance Parties; and/or
- (E) receive, claim or have the benefit of any payment, distribution or Security from or on account of any Transaction Party, or exercise any right of set-off against any Transaction Party.

18.14.2 Each Company shall hold on trust for and immediately pay or transfer to the Security Trustee any payment or distribution or benefit of Security received by it contrary to this Clause 18.14.

19. 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.

20. ENFORCEMENT

20.1 Jurisdiction of English courts

20.1.1 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").

20.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Company will:

- (A) argue to the contrary; or
- (B) initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.

20.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Company:

20.2.1 irrevocably appoints Nautical Petroleum Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and

20.2.2 agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

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

SCHEDULE 1

FORM OF NOTICE TO COUNTERPARTY

[on the letterhead of the Company]

To: [Counterparty]

Date: []

Dear Sir or Madam,

Security Assignment dated [] between [the Company]
and [the Security Trustee] (the "Security Assignment")

We refer to the [describe contract] dated [] and made between [] and us (the "Contract").

This letter constitutes notice to you that under the Security Assignment we assigned (by way of security) to [the Security Trustee] (the "Security Trustee") all our rights, benefits and interests (including any and all sums payable to us under the Contract and the benefit of all security, options, indemnities, guarantees and warranties) under the Contract.

We irrevocably instruct and authorise you to:

- (A) disclose to the Security Trustee, without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Contract (including the performance of our obligations thereunder) which the Security Trustee may request from you; and
- (B) following a confirmation from the Security Trustee that the Enforcement Date (as defined in the Security Assignment) has occurred, pay any sum payable by you under the Contract to such account of the Company as the Security Trustee may (a) direct from time to time; or (b) notify to you following application by you to the Security Trustee for such direction unless and until the Security Trustee notifies you in writing.

We will remain liable to perform all our obligations under the Contract and the Security Trustee shall not be under any obligation or liability under the Contract by reason of the Security Assignment or anything arising therefrom.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to give notices under the Contract to us, in each case unless and until you receive notice from the Security Trustee to the contrary stating that the Security Assignment has become enforceable. In this event, all the rights, powers and discretions under the Contract will be exercisable by, and notices should be given to, the Security Trustee or as it directs.

The instructions in this letter apply until you receive notice from the Security Trustee to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at DNB Bank ASA, 8th Floor, The Walbrook Building, 25 Walbrook, London EC4N 8AF, Attention: Kay Newman.

Yours faithfully,

.....
(Authorised signatory)
[the Company]

SCHEDULE 2
FORM OF ACKNOWLEDGMENT OF COUNTERPARTY

To: DNB Bank ASA (the "Security Trustee")
Attention: Kay Newman
Copy: [the Company]

Date: []

Dear Sir or Madam,

Security Assignment dated [] between [the Company]
and [the Security Trustee] (the "Security Assignment")

We confirm receipt from [the Company] (the "Assignor") of a notice dated [] (the "Notice") of an assignment upon the terms of the Security Assignment of all the Assignor's rights, benefits and interests under the Contract (as defined in the Notice).

We confirm that:

- (A) we have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Assignor under or in respect of the Contract;
- (B) following a confirmation from you that the Enforcement Date (as defined in the Security Assignment) has occurred, we will pay any amount payable by us under the Contract to the Assignor's account with you or to such other account as you notify to us in writing;
- (C) we must accept your instructions in relation to the Assignor's rights under the Contract following a confirmation from you that the Enforcement Date (as defined in the Security Assignment) has occurred; and
- (D) we will not agree to any amendment, waiver or variation of the terms of the Contract without your prior written consent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
(Authorised signatory)
[Counterparty]

SCHEDULE 3
SPECIFIED INTERCOMPANY LOANS

Lender	Borrower	Deadline
Agora Oil and Gas (UK) Limited	Nautical Petroleum Limited	1 October 2019
Alba Resources Limited	Capricorn Energy Limited	1 October 2019
Capricorn Resources Management Limited	Capricorn Energy Limited	1 October 2019

SIGNATURE PAGE TO SECURITY ASSIGNMENT

The Companies

Executed as a Deed by
CAIRN ENERGY PLC acting by



(Signature of director)

in the presence of

SUSAN GIBB.....
(Name of witness)




.....
(Address of witness)



(Signature of witness)

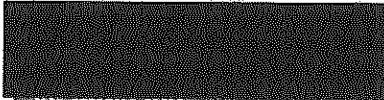
SIGNATURE PAGE TO SECURITY ASSIGNMENT

Executed as a Deed by
CAPRICORN OIL LIMITED acting by



(Signature of director)

in the presence of

SUSAN GIBB
(Name of witness)

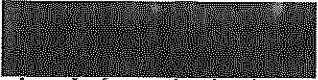


.....
(Address of witness)


(Signature of witness)

SIGNATURE PAGE TO SECURITY ASSIGNMENT

Executed as a Deed by
AGORA OIL AND GAS (UK) LIMITED acting by


(Signature of director)

in the presence of

SUZAN GIBB
(Name of witness)


.....
(Address of witness)


(Signature of witness)

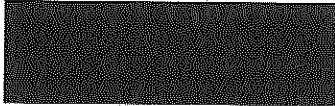
SIGNATURE PAGE TO SECURITY ASSIGNMENT

Executed as a Deed by
ALBA RESOURCES LIMITED acting by


(Signature of director)

in the presence of

SUDAN GIBB
(Name of witness)



.....
(Address of witness)



(Signature of witness)

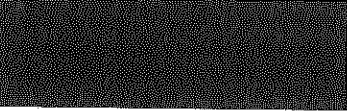
SIGNATURE PAGE TO SECURITY ASSIGNMENT

Executed as a Deed by
CAPRICORN RESOURCES MANAGEMENT LIMITED
acting by


(Signature of director)

in the presence of

SUSAN GIBB
(Name of witness)



.....
(Address of witness)



(Signature of witness)

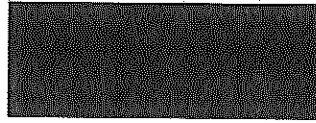
SIGNATURE PAGE TO SECURITY ASSIGNMENT

The Security Trustee

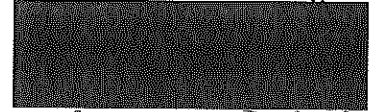
SIGNED by

**for and on behalf of
DNB BANK ASA**

)
)
)
)



David Hopwood
Authorised Signatory



CRAG RAMSAY
AUTHORISED SIGNATORY