



Registration of a Charge

Company name: **IGAS ENERGY PLC**

Company number: **04981279**



X8IZNBGB

Received for Electronic Filing: **25/11/2019**

Details of Charge

Date of creation: **14/11/2019**

Charge code: **0498 1279 0010**

Persons entitled: **BANK OF MONTREAL, LONDON BRANCH**

Brief description: **THE REAL PROPERTY AS DEFINED IN THE CHARGE AND INCLUDING THE FREEHOLD AND/OR LEASEHOLD PROPERTY OF THE CHARGOR AS SPECIFIED IN PART D (REAL PROPERTY) OF SCHEDULE 1 (DETAILS OF CHARGED ASSETS) OF THE CHARGE. SEE THE CHARGE FOR MORE DETAILS.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4981279

Charge code: 0498 1279 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2019 and created by IGAS ENERGY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2019 .

Given at Companies House, Cardiff on 26th November 2019

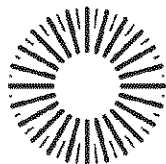
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HERBERT
SMITH
FREEHILLS

EXECUTION VERSION

14 NOVEMBER
..... 2019

IGas Energy Plc
Island Gas Limited
Island Gas Operations Limited
Star Energy Weald Basin Limited
Star Energy Group Limited
Star Energy Limited
Island Gas (Singleton) Limited
Dart Energy (Europe) Limited
IGas Energy Production Limited
Dart Energy (East England) Limited
Dart Energy (West England) Limited
IGas Energy Development Limited
IGas Energy Enterprise Limited
as the Chargors

and

Bank of Montreal, London Branch
as the Security Agent

SECURITY AGREEMENT

Herbert Smith Freehills LLP

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THIS DEED is made on

14 November 2019

BETWEEN:

- (1) **IGAS ENERGY PLC** a company registered in England and Wales with registration number 04981279) whose registered office is at 7 Down Street, London, W1J 7AJ (the "**Parent**");
- (2) **ISLAND GAS LIMITED** a company registered in England and Wales with registration number 04962079) whose registered office is at 7 Down Street, London, W1J 7AJ ("**IGL**");
- (3) **ISLAND GAS OPERATIONS LIMITED** a company registered in England and Wales with registration number 03999194) whose registered office is at 7 Down Street, London, W1J 7AJ ("**IGOL**");
- (4) **STAR ENERGY WEALD BASIN LIMITED** a company registered in England and Wales with registration number 06293763) whose registered office is at 7 Down Street, London, W1J 7AJ ("**SEWBL**");
- (5) **STAR ENERGY GROUP LIMITED** a company registered in England and Wales with registration number 05054503) whose registered office is at 7 Down Street, London, W1J 7AJ ("**SEGL**");
- (6) **STAR ENERGY LIMITED** a company registered in England and Wales with registration number 03806814) whose registered office is at 7 Down Street, London, W1J 7AJ ("**SEL**");
- (7) **ISLAND GAS (SINGLETON) LIMITED** a company registered in England and Wales with registration number 01021095) whose registered office is at 7 Down Street, London, W1J 7AJ ("**IGSL**");
- (8) **DART ENERGY (EAST ENGLAND) LIMITED** a company registered in England and Wales with registration number 06760546) whose registered office is at 7 Down Street, London, W1J 7AJ ("**DEEEL**");
- (9) **DART ENERGY (WEST ENGLAND) LIMITED** a company registered in England and Wales with registration number 06760557) whose registered office is at 7 Down Street, London, W1J 7AJ ("**DEWEL**");
- (10) **IGAS ENERGY DEVELOPMENT LIMITED** a company registered in England and Wales with registration number 07240286) whose registered office is at 7 Down Street, London, W1J 7AJ ("**IEDL**");
- (11) **IGAS ENERGY ENTERPRISE LIMITED** a company registered in England and Wales with registration number 05457589) whose registered office is at 7 Down Street, London, W1J 7AJ ("**IEEL**");
- (12) **DART ENERGY (EUROPE) LIMITED** a company registered in Scotland with registration number SC259898) whose registered office is at C/O Womble Bond Dickinson (UK) LLP Level 6 124 - 125 Princes Street, Edinburgh, EH2 4AD ("**DEEL**");
- (13) **IGAS ENERGY PRODUCTION LIMITED** a company registered in Scotland with registration number SC298739) whose registered office is at C/O Womble Bond Dickinson (UK) LLP Level 6 124 - 125 Princes Street, Edinburgh, EH2 4AD ("**IEPL**" and together with the entities list at (1) to (12) above, the "**Chargors**"); and
- (14) **BANK OF MONTREAL, LONDON BRANCH** as security trustee for itself and each of the other Secured Parties (the "**Security Agent**").

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:

"Account Proceeds" means all amounts (including interest) from time to time standing to the credit of any Revenue Account held with an Account Bank in England and Wales being, as at the date of this Deed, the bank accounts specified in Part B (*Revenue Accounts*) of Schedule 1 (*Details of the Charged Assets*).

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

"Ancillary Liabilities" means, in relation to any present or future sums, liabilities or obligations whatsoever (actual or contingent) payable, owing due or incurred by any person to another person ("**debt**");

- (a) any refinancing, novation, refunding, restructuring, deferral or extension of any such debt;
- (b) any further advance which may be made under any agreement supplemental to the relevant documents relating to any such debt (together with all related interest, indemnities, fees and costs);
- (c) any claim for damages or restitution in the event of rescission of any such debt or otherwise in connection with the relevant documents relating to such debt;
- (d) any claim against any person flowing from any recovery by that person of a payment or discharge in respect of any such debt on the grounds of preference or otherwise; and
- (e) any sum, liability or obligation (including post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Assigned Agreements and Rights" means the agreements and rights specified in Part A (*Assigned Agreements and Rights*) of Schedule 1 (*Details of the Charged Assets*).

"Assigned Intergroup Receivables" means, in respect of each Chargor, all rights, titles, benefits and interests, whether present or future, of that Chargor in, to or arising under an Intergroup Receivable including rights to any sums payable to that Chargor and the full benefit of any Security, options, indemnities, guarantees and warranties in respect of any Intergroup Receivable.

"Charged Assets" means the assets mortgaged, charged or assigned pursuant to Clauses 3 (*Fixed Security*) and 4.1 (*Creation of Floating Charge*) of this Deed.

"Facility Agreement" means the senior secured borrowing base facility agreement dated on or about the date of this Deed and made between, among others, (1) IGas Energy Plc as borrower, (2) The Bank of Montreal, London Branch as facility agent and (3) the Security Agent.

"Insurance Proceeds" means all monies from time to time payable to a Chargor under or pursuant to the Required Insurances, including (without limitation) the refund of any premiums.

"Intergroup Receivable" means any present or future sum, liability and obligation whatsoever (actual or contingent) payable, owing, due or increased by:

- (a) any member of the Parent Group; or
- (b) any person in which a Chargor or member of the Parent Group owns shares, warrants or other securities,

to any Chargor, together with all Ancillary Liabilities relating thereto.

"LPA" means the Law of Property Act 1925.

"Occupational Lease" means any occupational lease or licence or other right of occupation to which the Real Property may be subject from time to time.

"Parties" means the parties to this Deed.

"Petroleum Licence" means any licence required from time to time for the lawful exploitation, development or operation of any Borrowing Base Asset or the production, transportation or sale of Petroleum from such Borrowing Base Asset including all supplements, extensions and undertakings from time to time.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and any other enactment for the time being in force relating to the use, development and enjoyment of land and buildings (including section 96 of, and Schedules 13 and 14 to, the Environment Act 1995).

"Real Property" means:

- (a) all of the freehold and/or leasehold property of each Chargor specified in Part D (*Real Property*) of Schedule 1 (*Details of the Charged Assets*);
- (b) all freehold and/or leasehold property or immovable property of each Chargor situate in England and Wales (other than the property referred to in paragraph (a)) from time to time required for the use, possession, ownership, exploration, development, construction, operation and/or exploration of any Borrowing Base Asset;
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above; and
- (d) the Related Property Rights.

"Related Property Rights" means, where used in relation to a particular property, asset (or class of assets) or right, the following:

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

"Related Share Rights" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any 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.

"Required Insurances" has the meaning given to such term in the Facility Agreement being, at the date of this Deed, the insurance policies specified in Part E (*Required Insurances*) of Schedule 1 (*Details of the Charged Assets*).

"Security" means any mortgage, standard security, charge, pledge, assignation, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

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

"Shares" means:

- (a) the entire issued share capital of each of the following entities legally and beneficially owned by the relevant Chargor from time to time, being at the date of this Deed:

	Chargor	Shares in Obligor	Description of Shares
1.	The Parent	SEGL	at the date of this Deed, 95260775 issued ordinary shares of GBP 0.10 each
2.	The Parent	SEL	at the date of this Deed, 31831431 issued ordinary shares of GBP 0.10 each
3.	The Parent	SEWBL	at the date of this Deed, 52232050 issued ordinary shares of GBP GBP 0.10 each
4.	The Parent	IEEL	at the date of this Deed, 3305805 issued ordinary shares of GBP 1.00 each
5.	The Parent	IGOL	at the date of this Deed, 2 issued ordinary shares of GBP 1.00 each
6.	The Parent	IGL	at the date of this Deed, 668 issued ordinary shares of GBP 1.00 each
7.	IGL	IGSL	at the date of this Deed, 87144893 issued ordinary shares of £0.05 each 1 deferred share of £0.45 each
8.	DEEL	DEEEL	at the date of this Deed, 2 issued ordinary shares of GBP 1.00 each
9.	DEEL	DEWEL	at the date of this Deed, 2 issued ordinary shares of GBP 1.00 each
10.	DEEL	IEDL	at the date of this Deed, 13031 issued ordinary shares of GBP 1.00 each

and

- (b) any issued share capital of any Iona JV Entity legally and beneficially owned by each Chargor from time to time,

in each case, together with all Related Share Rights and all Related Property Rights.

"Specified Petroleum Licences" means the Petroleum Licences specified in Part C (*Petroleum Licences*) of Schedule 1 (*Details of the Charged Assets*).

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

1.2 **Construction and Third Party Rights**

- 1.2.1 Except as set out in this Clause 1.2 (*Construction and third party rights*), clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Deed as if set out in full herein and as if each reference to the Facility Agreement were a reference to this Deed.
- 1.2.2 In addition, unless a contrary indication appears, any reference in this Deed to:
- (A) a Clause or a Schedule is a reference to a clause of or schedule to this Deed; and
 - (B) this Deed shall be construed as references also to any separate or independent stipulation or agreement contained in it.
- 1.2.3 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.
- 1.2.4 This Deed is subject to the terms of the Facility Agreement. In the event of a conflict between the terms of this Deed and the Facility Agreement, the terms of the Facility Agreement shall prevail.

1.3 **Joint and Several**

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 **Implied Covenants for Title**

The obligations of each 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.

1.5 **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.

1.6 **Law of Property (Miscellaneous Provisions) Act 1989**

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

1.7 **Security Trust Provisions**

The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with clause 28.2 (*The Agents and the Security Agent*) of the Facility Agreement.

2. **COVENANTS TO PAY**

2.1 **Covenant to Pay Secured Liabilities**

Each Chargor covenants that it shall pay or discharge to the Security Agent all of the Secured Liabilities on the date or dates on which such Secured Liabilities are expressed to become due and payable in accordance with the terms of the relevant Finance Documents.

2.2 **Potential Invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) 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. **FIXED SECURITY**

3.1 **Creation of Fixed Security**

Subject to Clause 6 (*Excluded assets*), each Chargor charges to the Security Agent by way of fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following:

- 3.1.1 the Real Property;
- 3.1.2 the Specified Petroleum Licences, all other Petroleum Licences from time to time granted or transferred to or otherwise held by a Chargor and all proceeds and claims arising under and the proceeds of sale from all Petroleum Licences;
- 3.1.3 all pipelines, plant, machinery, vehicles, fixtures, fittings, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
- 3.1.4 all Account Proceeds;
- 3.1.5 the Shares; and
- 3.1.6 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)), the Assigned Agreements and Rights and all Related Property Rights.

3.2 **Assignments**

Subject to Clause 6 (*Excluded assets*), each Chargor assigns to the Security Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in the Assigned Agreements and Rights and all Related Property Rights.

3.3 **Preservation of fixed charge**

Without prejudice to Clause 3.1 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), pursuant to clause 18 (*Revenue Accounts*) of the Facility Agreement and the Account Bank Agreement, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of a Revenue Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.1 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Chargor and the proceeds of those debts.

4. **FLOATING CHARGE**

4.1 **Creation of Floating Charge**

- 4.1.1 Each Chargor charges to the Security Agent by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in the whole of its property, assets, rights and revenues, whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*).
- 4.1.2 The floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- 4.1.3 Without prejudice to Clause 4.1.2 the Security Agent reserves its rights to appoint an administrative receiver on or after the occurrence of an Event of Default which is continuing in accordance with sections 72B to H (inclusive) of the Insolvency Act 1986.

4.2 **Automatic Crystallisation of Floating Charge**

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

- 4.2.1 any Chargor creates or attempts to create any Security over all or any of the Charged Assets without the prior consent of the Security Agent;
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets;
- 4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor; or
- 4.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

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

4.3 **Crystallisation on Notice of Floating Charge**

Notwithstanding anything express or implied in this Deed, the Security Agent may at any time:

- 4.3.1 on or after the occurrence of an Event of Default; or
- 4.3.2 if the Security Agent considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Security Agent reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding up of a Chargor,

by giving notice in writing to that effect to the Chargors convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

5. **FURTHER ASSURANCE**

- 5.1 Each Chargor must promptly upon request by the Security Agent execute (in such form as the Security Agent may reasonably require) such documents (including assignments, assignations, transfers, standard securities, mortgages, charges, notices and instructions) in favour of the Security Agent or its nominees and do all such assurances and things as the Security Agent 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;
- 5.1.2 conferring upon the Security Agent such security as it may require over the assets of that Chargor outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets;
- 5.1.3 facilitating, at any time on or after the occurrence of an Event of Default, the realisation of all or any part of the assets of that Chargor; and
- 5.1.4 exercising all powers, authorities and discretions conferred on the Security Agent or any Receiver pursuant to this Deed or by law.

- 5.2 Each Chargor shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Security Agent in such form as the Security Agent shall require.

- 5.3 Each Chargor 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 including the obtaining of any necessary consent (in form and content

satisfactory to the Security Agent) to enable its assets to be mortgaged, charged or assigned pursuant to this Deed. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Deed. Each Chargor shall promptly deliver a copy of each such consent to the Security Agent.

6. **EXCLUDED ASSETS**

There shall be excluded from the Security created by this Deed and from the other provisions of this Deed, any contract, licence, lease, instrument or Authorisation which:

6.1 that Chargor is at any time prohibited from creating Security on or over (i) by reason of an express prohibition contained in that contract, licence, lease, instrument or Authorisation or (ii) without the prior consent of a third party (and such consent shall not have been previously obtained); or

6.2 if subject to any such Security or the provisions of this Deed, would give a third party to that contract, licence, lease, instrument or Authorisation the right to terminate or otherwise amend any rights, benefits and/or obligations of that Chargor in respect of that contract, licence, lease, instrument or Authorisation,

(together, the "**Excluded Assets**") provided that the Excluded Assets shall be secured by way of floating charge under Clause 4 (*Floating Charge*) unless and only to the extent that the circumstances in paragraphs 6.1 or 6.2 above would also apply to a floating charge over such Excluded Assets and provided that this Deed will charge all amounts which the Chargor may receive or has received in respect of any Excluded Asset.

7. **GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS**

7.1 Each Chargor undertakes to the Security Agent with respect to the Charged Assets that:

7.1.1 **Negative Pledge**

it shall not (except as expressly permitted by the Facility Agreement), create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them; and

7.1.2 **Disposals**

it shall not dispose of the Charged Assets or any part of them or agree so to do except as expressly permitted by the Facility Agreement, and for these purposes the term "disposal" shall include any form of disposal of any interest in any asset including any conveyance, transfer, lease, assignment, sale, right to use or occupy, surrender, declaration of trust 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.

7.2 **Notices of Charge and/or Assignment**

7.2.1 Each Chargor shall deliver to the Security Agent and serve on any debtor or other person as required by the Security Agent (and in respect of any Real Property, to the extent agreed by the Chargors and the Security Agent):

- (A) notices of assignment in respect of any of the assets assigned pursuant to this Deed (including any of the contracts referred to in Clause 3.2 (*Assignments*)) within five Business Days from the date on which any such assets are assigned pursuant to this Deed and shall use reasonable endeavours to promptly procure that each notice is acknowledged by any debtor specified by the Security Agent; and
- (B) notices of charge in respect of any of the assets charged pursuant to this Deed within five Business Days from the Date on which any such assets are charged pursuant to this Deed and shall use reasonable endeavours

to promptly procure that each notice is acknowledged by any debtor specified by the Security Agent.

7.2.2 The notices of charge and/or assignment and/or acknowledgement referred to in Clause 7.2.1 shall:

- (A) in relation to any Account Proceeds, be substantially in the form contained in Schedule 2 (*Notice to Account Bank*);
- (B) in relation to any Hedging Agreement, be substantially in the form contained in Schedule 3 (*Notice to Counterparty to Hedging Arrangements*);
- (C) in relation to any Required Insurance, be substantially in the form contained in Schedule 4 (*Notice to Insurer*); and
- (D) in relation to an Assigned Agreement (other than as covered in paragraphs (B) or (C) above), be substantially in the form contained in Schedule 5 (*Notice to Contract Counterparty*),

or in such other form acceptable to the Security Agent.

7.2.3 Each Chargor must promptly and, in any event, within five Business Days of (i) this Deed and (ii) the acquisition of any Petroleum Licence after the date of this Deed, deliver to the Oil and Gas Authority of the United Kingdom a notice in form and substance satisfactory to the Security Agent of the creation of the charge under this Deed pursuant to and in accordance with the Open Permission (Creation of Security Rights over Licences) 2012 granted by the Secretary of State on 6 February 2012.

7.3 Real Property Registration and Notifications

Each Chargor shall:

7.3.1 if so required by the Security Agent, each Chargor shall, in respect of any freehold or leasehold Real Property owned by it at the date of this Deed or which is acquired by it after the date of this Deed, the title which is registered at HM Land Registry or the title to which is required to be so registered:

- (A) give HM Land Registry written notice of this Deed; and
- (B) procure that notice of this Deed is clearly noted in the register to each such title;

7.3.2 if so required by the Security Agent, each Chargor shall make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Part D (*Real Property*) of Schedule 1 (*Details of the Charged Assets*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the following restriction:

"No [disposition or specify type of disposition] of the registered estate [(other than a charge)] by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register [or [their conveyancer or specify appropriate details]]."; and

7.3.3 if so required by the Security Agent, each Chargor shall promptly make all applications to and filings with HM Land Registry (or the Land Charges Registry as the case may be) which are necessary or desirable to protect this Security.

7.4 **Remedy**

If any Chargor fails to comply with any undertaking or obligation contained in this Clause 7, the Security Agent shall be entitled (either itself, or through any agent, nominee or advisor) to do such things as it reasonably believes are required to remedy such failure. That Chargor shall reimburse to the Security Agent on demand all amounts expended by the Security Agent in remedying such failure together with interest in accordance with clause 9 (*Interest*) of the Facility Agreement from the date of payment by the Security Agent until reimbursed.

8. **UNDERTAKINGS AS TO SHARES**

8.1 **Dividends**

- 8.1.1 Prior to the occurrence of an Event of Default which is continuing, each Chargor shall be entitled (subject to Clause 8.2.2) to receive all dividends or other monies in respect of the Shares (to the extent permitted to be paid pursuant to the terms of the Facility Agreement).
- 8.1.2 On or after the occurrence of an Event of Default which is continuing, the Security Agent (or its nominee) shall be entitled to receive all dividends or other monies in respect of the Shares (to the extent permitted to be paid pursuant to the terms of the Facility Agreement).
- 8.1.3 If a Chargor has received any dividend or other monies in respect of the Shares that it is not entitled to receive pursuant to this Clause 8.1, it shall hold all such dividend or other monies on trust for the Security Agent and promptly upon demand pay to the Security Agent such dividends or monies.

8.2 **Voting Rights and Other Matters**

- 8.2.1 Prior to the occurrence of an Event of Default which is continuing and save as otherwise provided in this Clause 8.2, each Chargor shall exercise (or direct the Security Agent to exercise on its behalf) all voting rights in respect of the Shares provided that no Chargor shall exercise (or direct the exercise of) any voting rights in any manner which, in the reasonable opinion of the Security Agent, may prejudice the value of, or the ability of the Security Agent to realise, the security over the Shares created pursuant to this Deed.
- 8.2.2 No Chargor shall, 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 which, in the reasonable opinion of the Security Agent, may prejudice the value of, or the ability of the Security Agent to realise, the security over the Shares created pursuant to this Deed, 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.
- 8.2.3 At any time on or after the occurrence of an Event of Default which is continuing, the Security Agent may in such manner and on such terms as it sees fit (in the name of the relevant Chargor or otherwise and without the need for further consent from the relevant Chargor):
 - (A) exercise (or refrain from exercising) any voting rights in respect of the Shares;
 - (B) apply all dividends and other monies arising from the Shares in accordance with Clause 15 (*Application of Monies Received under this Deed*);
 - (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.

8.3 **Nominees**

Each Chargor represents and warrants that it has not and undertakes that it shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Shares.

9. **RIGHTS OF THE SECURITY AGENT**

9.1 **Enforcement**

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Deed shall be immediately enforceable and the Security Agent may in its absolute discretion and without notice to any Chargor or the prior authorisation of any court:

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

9.2 **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 Security Agent at any time on or after the occurrence of an Event of Default. Each Chargor hereby consents to the Security Agent making an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in Part D (*Real Property*) of Schedule 1 (*Details of the Charged Assets*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the right to consolidate.

9.3 **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 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 Agent at any time on or after the occurrence of an Event of Default.

9.4 **Leasing Powers**

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

9.5 **No Prior Notice Needed**

The powers of the Security Agent set out in Clauses 9.2 (*Restrictions on Consolidation of Mortgages*) to 9.4 (*Leasing Powers*) may be exercised by the Security Agent without prior notice to each Chargor.

9.6 **Right of Appropriation**

9.6.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Charged Assets constitute "financial collateral", and this Deed and the obligations of each 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 have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets 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 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.

9.6.2 The Security Agent shall notify the relevant Chargor as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

10. **EXONERATION**

10.1 **Exoneration**

No Secured Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets 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 of this Deed 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.

10.2 **Indemnity**

The Security Agent and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Agent hereunder shall be entitled to be indemnified out of the Charged Assets 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 Charged Assets or any part of them. The Security Agent 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.

11. **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

11.1 **Appointment**

11.1.1 At any time on or after the occurrence of an Event of Default, or at the request of any Chargor or its directors, the Security Agent may, without prior notice to any it

or any other Chargor, in writing (under seal, by deed or otherwise under hand) appoint:

- (A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead; or
- (B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

11.1.2 Nothing in Clause 11.1.1 shall restrict the exercise by the Security Agent of any one or more of the rights of the Security Agent under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

11.2 More than one Receiver

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

11.3 Receiver as agent

A Receiver shall be the agent of the relevant 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.

11.4 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).

11.5 Actions of the Administrator

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

12. RECEIVER'S POWERS

12.1 Powers

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

- 12.1.1 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);
- 12.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 12.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any Chargor itself could do or omit to do;
- 12.1.4 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 the bringing or defending of proceedings in the name of, or on behalf of, any Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of any Chargor (whether under hand, or by way of deed or by utilisation of the company seal of that Chargor).

12.2 **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 any Chargor.

13. **PROTECTION OF PURCHASERS**

13.1 **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.

13.2 **Receipt: Conclusive Discharge**

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

14. **POWER OF ATTORNEY AND DELEGATION**

14.1 **Power of Attorney: General**

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

- 14.1.1 to execute and deliver any documents or instruments which the Security Agent or such Receiver may require for perfecting the title of the Security Agent to the Charged Assets or for vesting the same in the Security Agent, its nominee or any purchaser;
- 14.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which it is required to enter into pursuant to this Deed;
- 14.1.3 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 Agent 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 Agent or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Agent or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed,

in each case, provided that, an attorney may only exercise the powers granted to it by this Clause 14.1 (i) at any time on or after the occurrence of an Event of Default which is continuing or (ii) at any time following a failure by any Chargor to carry out any of its obligations under this Deed.

14.2 **Power of Attorney: Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 14 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause.

14.3 **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.

15. 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:

- 15.1.1 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 Agent or the Receiver and of remuneration to the Receiver in such order as the Security Agent shall in its absolute discretion decide;
- 15.1.2 in or towards satisfaction of the Secured Liabilities which, subject to the Facility Agreement, shall be applied in such order as the Security Agent shall in its absolute discretion decide; and
- 15.1.3 the surplus, if any, shall be paid to the relevant Chargor or other person or persons entitled to it,

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 Security Agent may retain the same for such period as he considers appropriate.

16. RELEASE OF SECURITY

16.1 Release

At the end of the Security Period the Security Agent shall, at the request and cost of a 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 Charged Assets of that Chargor from the security created by or in accordance with this Deed.

16.2 Avoidance of Payments

- 16.2.1 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 because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.
- 16.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and each 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.

17. AMOUNTS PAYABLE

17.1 No Deduction

All payments to be made by a Chargor 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 a Chargor 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 Secured Party under this Deed or, if any such withholding or deduction is made in respect of any recovery under this Deed, that Chargor shall pay such additional amount so as to ensure that the net amount received by that Secured Party shall equal the full amount due to it under the provisions of this Deed (had no such withholding or deduction been made).

17.2 Currency of Payment

The obligation of a 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.

18. POWER OF SEVERANCE

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

19. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (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 Chargor and continue any existing account in the name of any Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of that 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 Liabilities. 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 Liabilities outstanding on the Notice Date.

20. MISCELLANEOUS

20.1 The Chargors

This Deed is binding on the successors and assigns of the Chargors.

20.2 Assignment and Transfer

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

20.3 Property

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

20.4 Continuing Security

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.

20.5 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 Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured 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.

20.6 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 20.5 (*Additional Security*) 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.

20.7 Enforcement of Other Security

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

20.8 Redemption of Prior Incumbrances

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

20.9 Stamp Taxes

Each Chargor covenants to pay to each Secured Party and any Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed immediately on demand a sum equal to any liability which that Secured Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent 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).

20.10 Costs and Expenses

Each Chargor shall promptly on demand reimburse each Secured Party and any Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed for:

20.10.1 all costs and expenses (including legal fees) agreed to in writing by the Parent incurred by that Secured Party, 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

20.10.2 all costs and expenses (including legal fees) incurred by that Secured Party, Receiver, attorney, manager, agent or other person (on a full indemnity basis together with any applicable VAT) in connection with the exercise, preservation and/or enforcement or attempted enforcement of the security created by or contemplated by this Deed.

20.11 Further advances

20.11.1 Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

20.11.2 Each Chargor hereby consents to the Security Agent making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in Part D (*Real Property*) of Schedule 1 (*Details of the Charged Assets*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the obligation to make further advances.

20.12 **Security over joint operating agreements**

Notwithstanding any other provision of this Deed, the Security Agent and the Secured Parties rights under this Deed are, in relation to any current or future joint operating agreements, subject to and without prejudice to the rights of any third parties thereto.

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 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").

23.2 Subject to Clause 23.3 below, the parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Chargor will:

23.2.1 argue to the contrary; or

23.2.2 initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.

23.3 This Clause 23 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:

23.3.1 proceedings in any other court; and

23.3.2 concurrent proceedings in any number of jurisdictions,

irrespective of whether proceedings have already been initiated by any party in England. Each 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.

SCHEDULE 1

DETAILS OF THE CHARGED ASSETS

PART A

ASSIGNED AGREEMENTS AND RIGHTS

1. Each Hedging Agreement to which a Chargor is a party or which has been entered into on behalf of a Chargor.
2. All Assigned Intergroup Receivables.
3. Each Required Insurance and the Insurance Proceeds.

PART B
REVENUE ACCOUNTS

Chargor	Account Name	Account Number	Currency	Sort Code	IBAN
Island Gas Limited	ISLAND GAS LTD - CAD	██████	CAD	20-00-00	██████████
	ISLAND GAS LTD - EUR	██████	EUR	20-00-00	██████████
	ISLANDGASLTD	██████	GBP	20-00-00	██████████
	IGL - PRODUCTION	██████	GBP	20-00-00	██████████
	IGL-BPA	██████	GBP	20-00-00	██████████
	ISLAND GAS LTD - USD	██████	USD	20-00-00	██████████
IGas Energy plc	IGAS ENERGY PLC	██████	GBP	20-00-00	██████████
	IGAS ENERGY PLC	██████	GBP	20-00-00	██████████
	IGAS ENERGY PLC	██████	GBP	20-00-00	██████████
	IGAS ENERGY PLC USD	██████	USD	20-00-00	██████████
IGas Energy Enterprise Limited	IGAS ENERGY ENTERPRI	██████	GBP	20-94-63	██████████
	IGAS ENERGY ENTERPRI	██████	USD	20-94-63	██████████
IGas Energy Development limited	IGAS ENERGY DEVELOPM	██████	GBP	20-00-00	██████████

IGas Energy Production Limited	IGAS ENERGY PRODUCTI	██████	GBP	20-00-00	████████████████████
Star Energy Limited	SEL GBP CURRENT	██████	GBP	20-67-59	████████████████████
Star Energy Weald Basin Limited	SEW CURRENT	██████	GBP	20-67-59	████████████████████
	SEW USD	██████	USD	20-67-59	████████████████████
Dart Energy (West England) Limited	DART ENRGY (W E) LTD	██████	GBP	20-00-00	████████████████████
Dart Energy (Europe) Limited	DART E (EUROPE) LTD	██████	GBP	20-00-00	████████████████████
Dart Energy (East England) Limited	DART EGY(EST EN)LTD	██████	GBP	20-00-00	████████████████████

PART C
PETROLEUM LICENCES

Chargor	Petroleum Asset	Licence Number	Licence Interest (%)	Expiry Date
IGas Energy Development Limited	East Glentworth	PL179 (a)	100.00%	November 2034
	Nettleham	PL 179 B	100.00%	November 2034
	Scampton North	PL179 B	100.00%	November 2034
	Scampton South	PL179 B	100.00%	November 2034
	Stainton	PL179 B	100.00%	November 2034
	Stockbridge, Folly Farm	DL002	100.00%	November 2030
	Stockbridge, Hill Farm	PL233	100.00%	October 2030
	Stockbridge, Larkwhistle Farm	PL249	100.00%	November 2030
	Welton	PL179 B	100.00%	November 2034
IGas Energy Enterprise Limited	Lybster	P1270	100.00%	December 2031
		PEDL158	100.00%	September 2035
	Singleton	PL240	100.00%	December 2037
IGas Energy Production Limited	Beckingham	ML4 (2)	100.00%	March 2040
	Cold Hanworth	PEDL006	100.00%	April 2027
	Corringham	ML4 (3)	100.00%	March 2040
	Gainsborough	ML4 (1)	100.00%	March 2040
	Glentworth	ML4 (3)	100.00%	March 2040
	Palmers Wood	PL182	100.00%	November 2034
Island Gas Limited	Albury	DL004	100.00%	November 2027
	Avington	PEDL070	53.76%	September 2031
	Bletchingley	ML018	100.00%	January 2027
		ML021	100.00%	April 2027
	Bothamsall	ML6	100.00%	March 2040
	Egmanton	ML003	100.00%	December 2033

Chargor	Petroleum Asset	Licence Number	Licence Interest (%)	Expiry Date
	Goodworth	PEDL021	100.00%	April 2027
	Horndean	PL211	90.00%	April 2036
	Long Clawson	PL220 (c)	100.00%	August 2026
	Rempstone	PL220 (d)	100.00%	August 2026
	South Leverton	ML7	100.00%	March 2040
	Storrington	PL205	100.00%	February 2036

PART D
REAL PROPERTY

	Chargor	Site	Registered	Title	Lease Details
1.	Island Gas Limited	Albury	Registered	SY617523	Lease dated 12 December 2013 between (1) Trustees of Will of 7 th Duke & (2) Island Gas Limited
2.	(Star Energy Weald Basin Limited) Assignment to Island Gas Limited completed	Avington	Registered	HP659532	Lease dated 11 May 2005 between (1) Pervil John Bruce & (2) Pentex Oil UK Limited
3.	IGas Energy Production Limited	Beckingham Well Site 1	Not Registered	N/A	Lease dated 8 April 2013 between (1) Sally Ann Lockwood Constance Mary Lockwood & (2) Island Gas Limited New Lease dated 29 th August 2018 made between (1) Sally Ann Lockwood and Constance Mary Lockwood and (2) IGas Energy Production Limited
4.	IGas Energy Production Limited	Beckingham Well Site 3	Not Registered	N/A	Lease dated 9 August 2017 between (1) R&M Smithson (Farming) Limited & (2) IGas Energy Production Limited
5.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Well Site 4	Not Registered	N/A	Lease dated 23 January 2017 between (1) Difuria Contractors Ltd & (2) Island Gas Ltd
6.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Well Site 5	Not Registered	N/A	Lease dated 23 January 2017 between (1) Difuria Contractors Ltd & (2) Island Gas Ltd
7.	IGas Energy Production Limited	Beckingham Well Site 6	Not Registered	N/A	Lease dated 9 August 2017 between (1)R&M Smithson (Farming) Limited & (2) IGas Energy Production Limited
8.	IGas Energy Production Limited	Beckingham Well site 8	Not Registered	N/A	Lease dated 9 August 2017 between (1) R&M Smithson (Farming) Limited & (2) IGas Energy Production Limited

9.	IGas Energy Production Limited	Beckingham Well Site 6 & 8 (roads)	Not Registered	N/A	Lease dated 9 August 2017 between (1)R&M Smithson (Farming) Limited & (2) IGas Energy Production Limited
10.	IGas Energy Production Limited	Beckingham Well Site 21	Not Registered	N/A	Lease dated 5 December 2017 between (1) Blatherwick and Highfield & (2) IGas Energy Production Ltd
11.	IGas Energy Production Limited	Beckingham Well Site 25	Not Registered	N/A	Lease dated 31 October 2017 made between (1) Robert Brackenbury & (2) IGas Energy Production Limited
12.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Well Site 28	Not Registered	N/A	Lease dated 21 August 1989 between (1) Severn-Trent water Authority, (2) Pentex (East Midlands Limited & (3) BP Petroleum Development Limited (New Lease in the process)
13.	IGas Energy Production Limited	Beckingham Well Site 31	Not Registered	N/A	Lease dated 24 January 2018 between (1) Raymond Arthur Simpson & John Michael Simpson & (2) IGas Energy Production Limited
14.	IGas Energy Production Limited	Beckingham Well Site 33	Not Registered	N/A	Lease dated 31 October 2017 made between (1) Robert Brackenbury & (2) IGas Energy Production Limited
15.	IGas Energy Production Limited	Beckingham Well Site 36	Not Registered	N/A	Lease dated 31 October 2017 made between (1) Robert Brackenbury & (2) IGas Energy Production Limited
16.	IGas Energy Production Limited	Beckingham Well Site 37	At the Land Registry in the process of being registered	At the Land Registry in the process of being registered	Lease dated 24 June 2019 between (1) Quilter Estates Limited & (2) IGas Energy Production Limited
17.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK37-BK36 acknowledged letter of agreement dated 4 June 1987 with Mr Lundy
18.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 33 to 21	Not Registered	N/A	PL BK37-BK36 acknowledged letter of agreement dated 27 May 1987 with Mr Bell

19.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK36-BK33 acknowledged letter of agreement dated 19 September 1986 with Mr Bell
20.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK33-BK21 acknowledged letter of agreement dated 27 May 1987 with Mr Bell
21.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK25- BK33 acknowledged letter of agreement dated 6 August 1984 with Mr Bell
22.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK36-BK33 acknowledged letter of agreement dated 19 September 1986 with Mr Bell
23.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK37-BK21 Road crossing Licence dated 1 October 1986 with Nottingham County Council
24.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK25- BK21 acknowledged letters of agreement dated 17 October 1981, 12 May 1983 and 28 May 1987 with Mr Proudley
25.	Island Gas Limited (assignment prepared for	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK33 BK21 acknowledge letters of agreement dated 23 June 1987 and 22 October 1981 with Mr Simpson

	IGas Energy Production Limited but not yet completed)				
26.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK25-BK21 letters of agreement dated 8 October 1981, 6 January 1982 and 22 May 1987 with Mr Emerson
27.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Beckingham Pipeline 37 to 21	Not Registered	N/A	PL BK33- BK21 letters of agreement dated 27 January 1982 with the Trustees of Mr J C Sowden (deceased)
28.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 21 to 8 Beckingham	Not Registered	N/A	Deed of Grant dated 22 May 1978 between (1) Trustees of James Colton Snowden (deceased) & (2) BP Petroleum Development Limited (Landlord is now Burton)
29.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 21 to 8 Beckingham	Not Registered	N/A	Letter dated 25 January 1978 in respect of freehold owned by Mr Smithson & Son
30.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 21 to 8 Beckingham	Not Registered	N/A	Letters dated 19 January 1978 and 25 January 1978 in respect of Deed of Grant of Easement with Severn Trent Water Authority
31.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 21 to 8 Beckingham	Not Registered	N/A	Letter dated 17 November 1981 with Mr Mason

32.	(Star Energy Oil & Gas Limited) (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 21 to 8 Beckingham	Not Registered	N/A	Licence dated 26 April 2010 between (1) Network Rail Infrastructure Limited & (2) Star Energy Oil & Gas Limited
33.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 8 to 28 Beckingham	Not Registered	N/A	PL BK6, 7 and 8 to BK1//BK8-BK28 letter of agreement for pipeline easement dated 10 April 1986, 17 November 1981 and 21 January 1974 with Mr P J Mason
34.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 8 to 28 Beckingham	Not Registered	N/A	PL BK8-BK28 letter of agreement for water pipeline easement dated 20 March 1986 with Mr Summers
35.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 8 to 28	Not Registered	N/A	PL BK8-BK28 acknowledged letter of agreement for water pipeline easement dated 9 April 1986 with Mrs C Lockwood
36.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 8 to 28 Beckingham	Not Registered	N/A	PL BK8-BK28 acknowledged letter of agreement for pipeline and cable easement dated 21 March 1974 with Mr Smithson
37.	Island Gas Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Pipeline 8 to 28 Beckingham	Not Registered	N/A	PL BK8-BK28 letters in respect of pipeline easements dated 17 September 1975, 4 June 1975, letter of agreement for pipeline easements dated 4 June 1974, letter of acceptance dated 3 March 1967 and letter dated 16 February 1967 with Severn Trent
38.	Island Gas Limited (assignment	Pipeline 8 to 28	Not Registered	N/A	PL BK8 BK28 acknowledged letter of agreement for pipeline easements dated 12 March 1967 and

	prepared for IGas Energy Production Limited but not yet completed)				acknowledged letter dated 26 June 1975 with Mr Rose
39.	Island Gas Limited	Bletchingley 2	Not Registered	N/A	Lease dated 28 February 1990 between (1) K E King & (2) Cambrain Exploration Limited
40.	Star Energy Weald Basin Limited	Bletchingley 5 & Bletchingley 6	Registered	SY768648	Lease dated 30 October 2007 between (1) John Kenneth King, David Hebert King & (2) Star Energy Weald Basin Ltd
41.	Island Gas Limited (New Lease in the process of being drawn up in favour of Island Gas Limited)	Bothamsall Well Site 1	Not Registered	N/A	Lease dated 30 August 2011 between (1) Carr and Others & (2) Star Energy Oil and Gas Limited
42.	Island Gas Limited (New Lease in the process of being drawn up in favour of Island Gas Limited)	Bothamsall Well Site 2	Not Registered	N/A	Lease dated 30 August 2011 between (1) P J Carr, A D Persson, G Carr and C D Carr trading as Carr Family Properties & (2) Star Energy Oil and Gas Limited
43.	Island Gas Limited	Bothamsall WellSite 4	Not Registered	N/A	Lease dated 2 May 2018 between (1) Philip Henry Warrener, Timothy Noel Wiberg, Ian Mitchell Calverley & (2) Island Gas Limited
44.	Island Gas Limited	Bothamsall Well Site 5	Not Registered	N/A	Lease dated 2 May 2018 between (1) Philip Henry Warrener, Timothy Noel Wiberg, Ian Mitchell Calverley & (2) Island Gas Limited
45.	Island Gas Limited (New Lease in the process of being drawn up in favour of Island Gas Limited)	Bothamsall Well Site 8	Not Registered	N/A	Lease dated 30 August 2011 between (1) Carr and Others (2) Star Energy Oil and Gas Limited
46.	Island Gas Limited	Bothamsall Well Site 9	Not Registered	N/A	Lease dated 2 May 2018 between (1) Philip Henry Warrener, Timothy Noel Wiberg, Ian Mitchell Calverley & (2) Island Gas Limited

47.	Island Gas Limited	Bothamsall Well Site 11	Not Registered	N/A	Lease dated 27 June 2019 between (1) J B Marsh & (2) Island Gas Limited
48.	Island Gas Limited (New Lease in the process of being drawn up in favour of Island Gas Limited)	Bothamsall Well Site 12	Not Registered	N/A	Lease dated 30 August 2011 between (1) Carr and others (2) Star Energy Oil and Gas Limited
49.	Island Gas Limited	Bothamsall Well Site 14	Not Registered	N/A	Lease dated 2 May 2018 between (1) Philip Henry Warrener, Timothy Noel Wiberg, Ian Mitchell Calverley & (2) Island Gas Limited
50.	Island Gas Limited (New Lease in the process of being drawn up in favour of Island Gas Limited)	Bothamsall Well Site 21	Not Registered	N/A	Lease dated 30 August 2011 between (1) Carr and Others & (2) Star Energy Oil and Gas Limited
51.	Island Gas Limited	Bothamsall Central	Not Registered	N/A	Lease dated 27 June 2019 between (1) J B Marsh & (2) Island Gas Limited
52.	Island Gas (assignment prepared for IGas Energy Production Limited but not yet completed)	Cold Hanworth (Eastern Site)	Registered	LL252086	Lease dated 30 November 2004 between (1) R H Ward Welton Ltd & (2) Star Energy (East Midlands) Ltd
53.	Island Gas (assignment prepared for IGas Energy Production Limited but not yet completed)	Cold Hanworth (Western Site)	Not Registered	N/A	Lease dated 13 March 2001 between (1) RH Ward(Welton) Ltd & (2) Star Energy (East Midlands) Limited
54.	(Star Energy Oil & Gas Limited) Assignment to Island Gas Limited completed (assignment prepared for IGas Energy Production	Corringham 1	Registered	LL314470	Lease dated 26 November 2009 between (1) K F Blades and B Blades & (2) Star Energy Oil and Gas Limited

	Limited but not yet completed)				
55.	(Star Energy Oil & Gas Limited) Assignment to Island Gas Limited completed (assignment prepared for IGas Energy Production Limited but not yet completed)	Corringham 5	Registered	LL314470	Lease dated 26 November 2009 between (1) K F Blades and B Blades & (2) Star Energy Oil and Gas Limited
56.	(Star Energy Oil & Gas Limited) Assignment to Island Gas Limited completed (assignment prepared for IGas Energy Production Limited but not yet completed)	Corringham 10 Access	Registered	LL314807	Lease dated 30 June 2009 between (1) JM Riddle & (2) Pentex East Midlands Limited Lease dated 26 th November 2009 between (1) D H Blades and D Blades and (2) Pentex East Midlands Limited
57.	(Star Energy Oil & Gas Limited) Assignment to Island Gas Limited completed (assignment prepared for IGas Energy Production Limited but not yet completed)	Corringham 11	Registered	LL314470	Lease dated 26 November 2009 between (1) K F Blades and B Blades & (2) Star Energy Oil and Gas Limited
58.	Island Gas Limited	Egmanton Well Site 1	Not Registered	N/A	Lease dated 7 August 2017 between (1) Connole & (2) Island Gas Limited
59.	Island Gas Limited	Egmanton Well Site 3	Not Registered	N/A	Lease dated 1 August 2017 between (1) P A Fendley and G S Fendley & (2) Island Gas Limited
60.	Island Gas Limited	Egmanton Well Site 5	Not Registered	N/A	Lease dated 1 August 2017 between (1) D M Chase & (2) Island Gas Limited
61.	Island Gas Limited	Egmanton	Not Registered	N/A	Lease dated 7 August 2017 between (1) Connole & (2) Island Gas Limited

		Well Site 7			
62.	Island Gas Limited	Egmanton Well Site 14	Not Registered	N/A	Lease dated 1 August 2017 between (1) S H Martin & (2) Island Gas Limited
63.	Island Gas Limited	Egmanton Well Site 27	Not Registered	N/A	Lease dated 7 August 2017 between (1) Connole & (2) Island Gas Limited
64.	Island Gas Limited	Egmanton Well Site 32	Not Registered	N/A	Lease dated 1 August 2017 between (1) P A Fendley and G S Fendley & (2) Island Gas Limited
65.	Island Gas Limited	Egmanton Well Site 35	Not Registered	N/A	Lease dated 7 August 2017 between (1) Connole & (2) Island Gas Limited
66.	Island Gas Limited	Egmanton Well Site 44	Not Registered	N/A	Lease dated 18 July 2014 between (1) Hemsall & (2) Island Gas Limited
67.	Island Gas Limited	Egmanton Well Site 44	Not Registered	N/A	Lease dated 21 May 2018 between (1) Philip Granville Hemsall, Beryl Hemsall & (2) Island Gas Limited
68.	Island Gas Limited	Egmanton Well Site 52	Not Registered	N/A	Lease dated 7 August 2017 between (1) Connole & (2) Island Gas Ltd
69.	Island Gas Limited	Egmanton Well Site 64	Not Registered	N/A	Lease dated 7 August 2017 between (1) Connole & (2) Island Gas Limited
70.	Island Gas Limited	Egmanton Central Area	Not Registered	N/A	Lease dated 27 July 2010 between (1) SM Connole and EN Connole & (2) Star Energy Oil & Gas Limited
71.	Island Gas Limited	Gainsborough Well Site 1	Registered Freehold	LL48042	N/A
72.	Island Gas Limited	Gainsborough Well Site 2	Registered	LL351723	Lease dated 2 July 2014 between (1) West Lindsey District Council & (2) Island Gas Limited
73.	Island Gas Limited	Gainsborough Well Site 5	Not Registered	N/A	Lease dated 21 August 1989 between (1) Severn Trent Water Authority (2) Pentex (East Midlands) Limited & (3) BP Petroleum Limited
74.	IGas Energy Production Limited	Gainsborough Well Site 8	Not Registered	N/A	Lease dated 13 October 2017 between (1) Elsie Thompson (2)IGas Energy Production Limited, & (3)IGas Energy PLC
75.	Island Gas Limited	Gainsborough Well Site 11	Not Registered	N/A	Lease dated 21 August 1989 between (1) Severn Trent-Water Authority, (2) Pentex (East Midlands) Limited & (3) BP Petroleum Limited

76.	Island Gas Limited	Gainsborough Well Site 29	Yes	LL351722	Lease dated 2 July 2014 between (1)West Lindsey District Council & (2) Island Gas Limited
77.	Island Gas Limited	Gainsborough Well Site 36	Not Registered	N/A	Lease dated 21 August 1989 between (1) Severn Trent Water Authority (2) Pentex (East Midlands) Limited and (3) BP Petroleum Development Limited
78.	Island Gas Limited	Gainsborough Well Site 41	Not Registered	N/A	Lease dated 21 August 1989 between (1) Severn Trent Water Authority, (2) Pentex (East Midlands) Limited & (3) BP Petroleum Development Limited
79.	IGas Energy Production Limited	Gainsborough Well Site 43	Not Registered	N/A	Lease dated 30 August 2019 between (1)Watson & (2) IGas Energy Production Limited
80.	Island Gas Limited	Gainsborough Well Site 59	Not Registered	N/A	Lease dated 21 August 1989 between (1) Severn Trent Water Authority, (2) Pentex (East Midlands) Limited & (3) BP Petroleum Development Limited
81.	Island Gas Limited	Gainsborough Well Site 60	Not Registered	N/A	Lease dated 21 August 1989 between (1) Severn Trent Water Authority, (2) Pentex (East Midlands) Limited & (3) BP Petroleum Development Limited
82.	Island Gas Limited	Gainsborough Pipeline 38-1	Not Registered	N/A	PL GB37-GB1 Deed of Easement dated 1 June 1995 between (1) Sir EC Bacon's Settlement Trustees & (2) Pentex (East Midlands) Limited
83.	Island Gas Limited	Gainsborough Pipeline 1-29	Not Registered	N/A	PL BG1GB29 Deed of Grant dated 6 May 1967
84.	Island Gas Limited	Pipeline 2 to Lea Road	Not Registered but see cautions against first registration on LL317271, LL317270, LL317268, LL317267, LL317263, LL317259	N/A	Deed of Grant dated 6 January 1972 between (1) Urban District Council of Gainsborough & (2) BP Petroleum Development Limited
85.	IGas Energy Production Limited	Pipeline 5 to Lea Road	Not Registered	N/A	Part previously Severn Trent now Environment Agency – letters dated 22 October 2002, 8 June 1999, 1 April 1964, 26 March 1964 and Pipeline route details and plan. Counterpart Lease dated 31 October 2018 made between (1) Her Majesty The Queen (2) The Crown Estate

					Commissioners & (3) IGas Energy Production Limited
86.	Island Gas Limited	Pipeline BK 28 to GB5	Not Registered	N/A	Letter of Agreement 4 June 1975 Severn Trent Water
87.	Island Gas Limited	Goodworth	At the Land Registry still in the process of being registered	At the Land Registry still in the process of being registered	Lease dated 1 August 2019 between (1) Wilsco 237 Limited & (2) Island Gas Limited
88.	Island Gas Limited	Horndean B	Not Registered	N/A	Lease of right of way dated 2 September 2010 between (1) Fuller Smith & Turner Plc & (2) Star Energy Weald Basin Limited
89.	Island Gas Limited (New Lease being prepared for Island Gas Limited)	Horndean C (part Site The Holt (Off B2149) Horndean)	Not Registered	N/A	Lease dated 1 August 1984 between (1) Edney & (2) Carless Exploration Ltd
90.	Island Gas Limited (New Lease being prepared for Island Gas Limited)	Horndean C (part Site The Holt (Off B2149) Horndean)	Not Registered	N/A	Lease dated 16 April 1985 between (1) Edney & (2) Carless Exploration Ltd
91.	Island Gas Limited (New Lease being prepared for Island Gas Limited)	Horndean C (part Site The Holt (Off B2149) Horndean)	Not Registered	N/A	Deed of Easement dated 1 August 1984 (1) MAFF & (2) Carless Exploration Ltd
92.	(Star Energy Weald Basin Limited) Assignment to Island Gas Limited completed	Horndean X	Registered	SH31289	Lease dated 26 April 2010 between (1) Langworth and others & (2) Star Energy Weald Basin Limited
93.	Island Gas Limited	Long Clawson A	Not Registered	N/A	Lease dated 13 December 2018 between (1) Philip E Oxbrough, Earnest E Oxbrough & (2) Island Gas Limited
94.	Island Gas Limited	Long Clawson C	Not Registered	N/A	Lease dated 13 December 2018 between (1) Philip E Oxbrough, Earnest E Oxbrough & (2) Island Gas Limited

95.	IGas Energy Enterprise Limited	Lybster	Not Registered	N/A	Lease dated 27 November 2013 between (1) Grant and Grant & (2) Caithness Oil Limited
96.	Island Gas Limited	Nettleham B	Not Registered	N/A	Lease dated 8 August 2016 between (1) Church Commissioners For England (2) Island Gas Ltd & (3) Star Energy Ltd
97.	Island Gas Limited	Nettleham	Not Registered	N/A	Lease dated 25 March 2002 between (1) Church Commissions & (2) Star Energy (East Midlands) Ltd Superseded by 8 August 2016 Lease between (1) Church Commissioners For England (2) Island Gas Ltd & (3) Star Energy Ltd
98.	(Star Energy Oil & Gas Limited) Assignment to Island Gas Limited completed	Nettleham	Not Registered	N/A	Deed of Grant dated 27 June 2011 between (1) Church Commissioners & (2) Star Energy (East Midlands) Ltd
99.	(Star Energy Oil & Gas Limited) Assignment to Island Gas Limited completed	Nettleham (Truelove)	Not Registered	N/A	Deed of Easement dated 10 March 2011 between (1) University of Lincoln & (2) Star Energy (East Midlands) Limited
100.	Island Gas Limited	Nettleham (Ward)	Not Registered	N/A	Deed of Grant dated 13 April 1987 between (1) Nevile Edward Ward (2) National Westminster Bank Plc (3) The Agricultural Mortgage Corporation Plc & (4) BP Petroleum Development
101.	(Star Energy (East Midlands) Ltd) Assignment to Island Gas Limited completed (assignment prepared for IGas Energy Production Limited but not yet completed)	Access Road A46 to Cold Hanworth	Registered	LL269396	Lease dated 6 April 2006 between (1) RH Ward Welton & (2) Star Energy (East Midlands) Ltd

102.	(Star Energy (East Midlands) Ltd) Assignment to Island Gas Limited completed (assignment prepared for IGas Energy Production Limited but not yet completed)	Access Road A46 to Cold Hanworth	Registered	LL269437	Lease dated 6 April 2006 between (1) FK Smith & (2) Star Energy (East Midlands) Ltd
103.	(Star Energy (East Midlands) Ltd) Assignment to Island Gas Limited completed (assignment prepared for IGas Energy Production Limited but not yet completed)	Access Road A46 to Cold Hanworth	Registered	LL269397	Lease dated 6 April 2006 between (1) JC&BJ Pears & (2) Star Energy (East Midlands) Ltd
104.	Island Gas Limited	Palmers Wood	Registered – Freehold	SY495972	N/A
105.	Island Gas Limited	Palmers Wood Pipeline	Registered	SY611392 SY609613	Lease dated 25 May 1990 between (1) Catterall & (2) Cairn Energy PLC
106.	Island Gas Limited	Palmers Wood Pipeline	Registered	SY608819	Lease dated 12 June 1990 between (1) TF Cheirman & (2) Cairn Energy Plc
107.	Island Gas Limited	Palmers Wood Pipeline	Registered	SY6144221	Lease dated 6 July 1990 between (1) East Surrey Water & (2) Cairn Energy Plc
108.	Island Gas Limited	Coney Hall Godstone Surrey	Registered	SY617679	Lease dated 19 July 1990 between (1) CR Parsons (2) Conoco UK Ltd, & (3) Cairn Energy Plc
109.	Island Gas Limited	Rempstone A	Not Registered	N/A	Lease dated 21 June 2018 between (1) Brian Leslie Burton & (2) Island Gas Limited
110.	Island Gas Limited	Rempstone B	Not Registered	N/A	Lease dated 5 January 2018 between (1) Nigel Thomas Burton & (2) Island Gas Limited
111.	Island Gas Limited	Scampton A	Registered	LL345331	Lease dated 3 October 2013 between (1) R H Ward (Welton) Limited,

					(2) Island Gas Limited, & (3) IGas Energy PLC
112.	Island Gas Limited	Scampton B	Registered	LL345332	Lease dated 3 October 2013 between (1) R H Ward (Welton) Limited (2) Island Gas Limited & (3) IGas Energy PLC
113.	Island Gas Limited	Scampton C	Registered	LL345333	Lease dated 3 October 2013 between (1) R H Ward (Welton) Limited, (2) Island Gas Limited & (3) IGas Energy PLC
114.	Island Gas Limited	Scampton South Site	Registered	LL341401	Lease dated 11 June 1982 between (1) Midlands Bank & (2) BP Exploration Operating Company Ltd
115.	Island Gas (Singleton) Limited (assignment prepared for IGas Energy Production Limited but not yet completed)	Singleton	Registered	WSX335960	Lease dated 7 June 2010 between (1) The Secretary of State for Environment Food and Rural Affairs & (2) Island Gas (Singleton) Limited
116.	Island Gas Limited	South Leverton 6	Not Registered	N/A	Lease dated 29 October 2018 between (1) D H Loates Limited & (2) Island Gas Limited
117.	Island Gas Limited	South Leverton 7	Not Registered	N/A	Lease dated 2 July 2010 between (1) D Dickens & (2) Island Gas Limited
118.	Island Gas Limited	South Leverton 8	Not Registered	N/A	Lease dated 2 July 2019 between (1) D Dickens & (2) Island Gas Limited
119.	Island Gas Limited	South Leverton 13	Not Registered	N/A	2 July 2019 between (1) R, J W and M A Quickfall & (2) Island Gas Limited
120.	Island Gas Limited	Stainton	Not Registered	N/A	Lease dated 20 June 2018 between (1) A W Smith & Sons Limited & (2) Island Gas Limited
121.	(Star Energy Weald Basin Limited) Assignment to Island Gas Limited completed	Stockbridge – Avington	Registered	HP659532	Lease dated 11 May 2005 between (1) PJ Bruce & (2) Pentex Oil UK Limited
122.	IGas Energy Development Limited	Stockbridge – Folly Farm	Registered	HP714601	Lease dated 5 February 2009 between (1) NF Kimber & (2) Star Energy Oil UK Limited

123.	IGas Energy Development Limited	Stockbridge – Hill Farm	Registered	HP696990	Lease dated 28 November 2007 between (1) Zurich Assurance Limited & (2) Star Energy Oil Limited
124.	IGas Energy Development Limited (current application pending at HM Land Registry)	Stockbridge - Larkwhistle Farm	Registered	HP736108	Lease dated 14 March 2019 between (1) NSS (Winchester) LLP (2) IGas Energy Development Limited
125.	Island Gas Limited	Storrington	Registered	WSX181431	Lease dated 3 October 2016 between (1) Rotrist Nominees Limited & (2) Star Energy Weald Basin Limited
126.	Island Gas Limited	Welton Gathering Centre Licence	Registered	LL50643	Freehold
127.	Island Gas Limited	Welton A	Registered	LL207358 and LL211615	Lease dated 30 November 2001 between (1) Wilkinson & (2) Star Energy (East Midlands) Limited
128.	Island Gas Limited	Welton A	Registered Freehold	LL96212 and LL84899	
129.	Island Gas Limited	Welton B Access Road	Registered	LL369552	Lease dated 25 August 2016 between (1) L O'Brien & DG Hutchinson & (2) Island Gas Limited
130.	Island Gas Limited	Welton B Road Crossing Licence at Part Welton B to Gathering Centre	Not Registered	N/A	Road crossing dated 16 August 1988 with Lincolnshire County Council
131.	Island Gas Limited	Welton B	Registered Freehold	Title No. LL96211	Freehold
132.	Island Gas Limited	Welton B	Not Registered	N/A	Deed of Grant dated 26 February 1985 between (1) Henry Emerson Hill & (2) BP Petroleum Development Limited
133.	Island Gas Limited	Roadway C to Gathering Centre	Not Registered	N/A	Rights contained within a conveyance dated 26 October 1984 between (1) Mr and Mrs F Taylor & (2) BP Petroleum Developments Limited
134.	Island Gas Limited	Welton C	Registered Freehold	LL96209 and LL96210	Freehold
135.	Island Gas Limited	All of that parcel of land in OS 0059, 0078 and 5268 being parts of Hall Farm Sudbrooke	Not Registered	N/A	Deed of Grant dated 21 May 1985 between (1) Bernard Wilkinson, Nigel Wilkinson and John Wilkinson & (2) BP Petroleum Developments Limited and Deed of Grant dated 13 February 1991 between (1) Nigel Wilkinson and John Wilkinson (2) Royal Bank of Scotland

					& (3) BP Petroleum Developments Limited
136.	Island Gas Limited	Welton – Fields 7016 and 7400 Barfield Lane Farm Reepham Lincolnshire	Not Registered	N/A	Correspondence in respect of grant of easement with AH Bengé dated 14 March 1984
137.	Island Gas Limited	Pipelines under land at Reepham Lincolnshire Pipeline B to Gathering Centre	Not Registered	N/A	Deed of Grant dated 26 June 1985 between (1) Mr and Mrs F Taylor & (2) BP Petroleum Developments Limited
138.	Island Gas Limited	Pipelines across land at Sudbrooke	Not Registered	N/A	Deed of Grant dated 26 February 1985 and 13 June 1990 between (1) Mr C Hague & (2) BP Petroleum Developments Limited
139.	Island Gas Limited	Pipelines across land at Sudbrooke	Not Registered	N/A	Deed of Grant dated 26 February 1985 and 13 June 1990 between (1) Mrs Serana Josephine Hall & (2) BP Petroleum Developments Limited Hall
140.	Island Gas Limited	Land situated at Sudbrooke	Not Registered	N/A	Rights reserved within a Conveyance dated 8 April 1987 between (1) BP Petroleum Developments Limited & (2) Professor D.G. Montifiore
141.	Island Gas Limited	Land situated at Barnfields Farm Wragby Road Sudbrooke (believed to be small parcel of land part of Nettleham to C pipeline)	Not Registered	N/A	Deed of Grant dated 5 August 1986 between (1) Moyra May Denton & (2) BP Petroleum Developments Limited
142.	Island Gas Limited	Welton Pipeline Nettleham to C	Not Registered	N/A	Deed of Grant dated 27 June 2011 between (1) M Good & Son Limited & (2) Star Energy Oil and Gas Limited

PART E
REQUIRED INSURANCES

	Chargor (Insured Party)	Insurer	Policy type	Policy number
1.	IGas Energy Plc and specified subsidiary companies	Aviva	Engineering/ Plant and equipment	100691601ENG
2.	IGas Energy Plc and specified subsidiaries	Aviva	Fleet	46FLW7253579
3.	IGas Energy Plc and subsidiary companies	Through Lockton	Energy Package	ENGLO1900062

SCHEDULE 2

NOTICE TO ACCOUNT BANK

[On the letterhead of the Chargor]

To: [Account Bank]

[Date]

Dear Sir or Madam,

Security Agreement dated [] between, amongst others,, amongst others, [the Chargor] and [the Security Agent] (the "Security Agreement")

We hereby give you notice that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [*the Security Agent*] (the "**Security Agent**") all our present and future rights, title and interest in and to the account proceeds standing to the credit of the bank account[s] listed below:

[•]

(the "**Accounts**").

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 sending the attached acknowledgement to the Security Agent at [*insert address*], Attention: [] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)

[the Chargor]

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: [Security Agent]
Attention: []
Copy: [the Chargor]

[Date]

Dear Sir or Madam,

Security Agreement dated [] between, amongst others, [the Chargor] and [the Security Agent] (the "Security Agreement")

We confirm receipt from [*name of the Chargor*] (the "**Chargor**") of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights, title and interests of the Chargor to the account proceeds standing to the credit of any of the Chargor's accounts with us (the "**Accounts**").

We confirm that we have not received notice of the interest of any third party in any Account.

The Accounts maintained with us are:

[Specify accounts and account numbers]

We agree that, in the event that we become aware at any time that any person other than yourselves has or will have any right or interest in the Accounts and/or the debts represented by them, we will promptly notify you.

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

Yours faithfully,

.....
(Authorised signatory)
[Account Bank]

SCHEDULE 3

NOTICE TO COUNTERPARTY TO HEDGING ARRANGEMENTS

[on the letterhead of the Chargor]

To: [Counterparty]

[Date]

Dear Sir or Madam,

**Security Agreement dated [] between, amongst others, [the Chargor]
and [the Security Agent] (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we assigned (by way of security) or charged to [the Security Agent] (the "**Security Agent**") all present and future rights, title and interest under any hedging arrangements between you and us, being as at the date of this notice, the hedging arrangements constituted pursuant to the following hedging agreements:

[Insert list of hedging agreements]

(the "**Hedging Arrangements**").

We irrevocably instruct and authorise you to:

1. disclose to the Security Agent 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 Hedging Arrangements which the Security Agent may request from you; and
2. pay any sum payable by you under the Hedging Arrangements to the following bank account: [●], unless and until the Security Agent notifies you otherwise, following which all payments shall be made as the Security Agent directs.

We will also remain entitled to exercise all our rights, powers and discretions under the Hedging Arrangements, and you should continue to give notices under the Hedging Arrangements to us, unless and until you receive notice from the Security Agent to the contrary. In this event, all the rights, powers and discretions will be exercisable by, and notices given to the Security Agent or as it directs.

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 sending the enclosed acknowledgement to the Security Agent with a copy to us.

Yours faithfully,

.....
(Authorised signatory)

[the Chargor]

ACKNOWLEDGEMENT OF COUNTERPARTY TO HEDGING ARRANGEMENTS

To: [Security Agent]
Attention: []
Copy: [the Chargor]

[Date]

Dear Sir or Madam,

**Security Agreement dated [] between, amongst others, [the Chargor]
and [the Security Agent] (the "Security Agreement")**

We confirm receipt from [*name of the Chargor*] (the "**Chargor**") of a notice dated [] (the "**Notice**") of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Arrangements (as defined in the Notice).

We confirm that we:

1. have not received notice of the interest of any third party in the Hedging Arrangements;
2. must pay any amount payable by us under the Hedging Arrangements to the following bank account of the Chargor: [●] unless and until you notify us otherwise, following which all payments shall be made as you direct; and
3. must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements following a notice to that effect from you.

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 4

NOTICE TO INSURER

To: [Insurer]

[Date]

Dear Sir or Madam,

**Security Agreement dated [] between, amongst others, [the Chargor]
and [the Security Agent] (the "Security Agreement")**

We hereby give you notice that under the Security Agreement we assigned to [*the Security Agent*] (the "**Security Agent**") all our rights to and title and interest from time to time in, to and under [re]insurance policy number[s] [●] effected by us or whomsoever in relation to the properties listed in the Schedule hereto (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "**Policy[ies]**").

We irrevocably instruct and authorise you to pay all payments under the Policy[ies] to such account as the Security Agent may (a) direct from time to time; or (b) notify to you following application by you to the Security Agent for such direction.

Please note that:

1. all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Security Agent;
2. all rights to compel performance of the Policy[ies] are exercisable by the Security Agent; and
3. all rights, interests and benefits whatsoever accruing to or for our benefit arising under the Policy[ies] belong to the Security Agent.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Agent is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

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

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 Agent at [], Attention [].

Yours faithfully,

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

ACKNOWLEDGEMENT OF INSURER

To: [Security Agent]
Attention: []

[Date]

Dear Sir or Madam,

Security Agreement dated [] between, amongst others, [the Chargor and [the Security Agent] (the "Security Agreement")

We confirm receipt from [*name of Company*] (the "**Company**") of a notice dated [●] of an assignment upon the terms of the Security Agreement to [*name of Security Agent*] (the "**Security Agent**") of the Chargor's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in accordance with the terms of the notice to the account specified in that notice.

We further confirm that:

1. no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Agent;
2. no termination of such rights, interests or benefits will be effective unless we have given the Security Agent at least 14 days' prior written notice of the proposed termination and specifying the action necessary to avoid such termination;
3. the Chargor will remain liable to perform all of its obligations under the Policy[ies] and the Security Agent is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy[ies];
4. as the Security Agent is named as composite insured, no breach or default on the part of the Chargor of any of the terms of such Policy[ies] will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach; and
5. the Security Agent has been endorsed as a loss payee on each Policy in respect of all claims.

We unconditionally and irrevocably waive all rights of set-off, lien, counter-claim and other similar rights (however described) which we may have now or in the future.

It is understood that we, pursuant to the Policy[ies], are authorised to issue this Acknowledgment of Insurer on behalf of all the insurers under the Policy[ies].

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

Yours faithfully,

.....
(Authorised signatory)

[Insurer]

SCHEDULE 5

NOTICE TO CONTRACT COUNTERPARTY

[On letterhead of the Chargor]

To: [debtor]

[Date]

Dear Sirs,

**Security Agreement dated [] between, amongst others, [the Chargor]
and [the Security Agent] (the "Security Agreement")**

We hereby give you notice that under the Security Agreement we have **[charged (by way of first fixed charge)] [OR assigned]** in favour of [the Security Agent] (the "**Security Agent**") all of our rights to and title and interest from time to time in the property described in the Annexure to this Notice (the "**Assigned/Charged Property**").

We hereby irrevocably instruct and authorise you to:

1. disclose to the Security Agent such information regarding the **[Assigned]/[Charged]** Property request 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 **[Assigned]/[Charged] Property** which the Security Agent may request from you;
2. comply with the terms of any written notice or instruction relating to the **[Assigned]/[Charged]** Property received by you from the Security Agent; and
3. make all payments due to us in respect of the **[Assigned]/[Charged]** Property to the following bank account at [details] unless and until the Security Agent notifies you otherwise, following which all payments shall be made as the Security Agent directs.

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

1. have not received notice of the interest of any third party relating to the **[Assigned]/[Charged]** Property;
2. are not aware of any dispute between ourselves and yourselves relating to the **[Assigned]/[Charged]** Property; and
3. have neither claimed nor exercised, nor will claim or exercise, any security interest, set off, counter claim or other right in respect of the **[Assigned]/[Charged]** Property.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [insert address], Attention: [] with a copy to ourselves.

Yours faithfully,

.....
(Authorised signatory)
for and on behalf of
[the Chargor]

ACKNOWLEDGMENT OF CONTRACT COUNTERPARTY

[On the letterhead of the debtor]

[On copy of Notice]

To: [the Security Agent]
Attention: []
Copy: [the Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between, amongst others, [the Chargor]
and [the Security Agent] (the "Security Agreement")**
[Description of **[Assigned]/Charged** Property]

We acknowledge receipt of the Notice of **[Assignment]/[Charge]** dated [] relating to the Security Agreement, of which this is a copy.

Yours faithfully,

.....
duly authorised signatory for and on
behalf of **[debtor]**

SIGNATURE

THE CHARGORS

EXECUTED AS A DEED by
IGAS ENERGY PLC

acting by KUMAR TUSHAR

in the presence of:

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)
)
)
)



Signature of witness



Name of witness (in BLOCK CAPITALS)

JULIAN TEDDER
.....

Address of witness

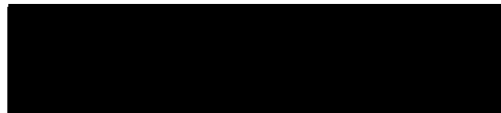


EXECUTED AS A DEED by
STAR ENERGY GROUP LIMITED

acting by Shamala Perea
Schuetze

in the presence of:

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Director

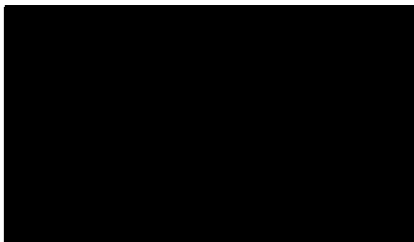
Signature of witness



Name of witness (in BLOCK CAPITALS)

JULIAN TEDDER
.....

Address of witness



EXECUTED AS A DEED by
STAR ENERGY LIMITED

acting by THAMALA PERERA

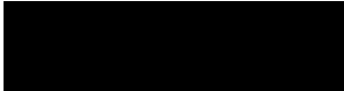
in the presence of:

SCUETZ



Director

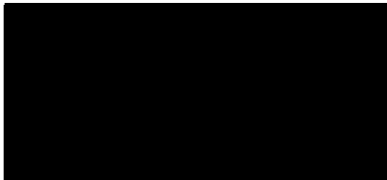
Signature of witness



Name of witness (in BLOCK CAPITALS)

JULIAN TEDDER

Address of witness

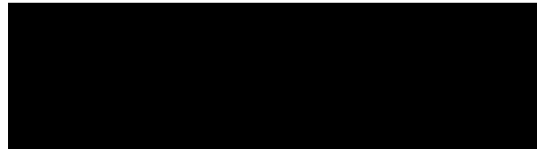


EXECUTED AS A DEED by
STAR ENERGY WEALD BASIN LIMITED

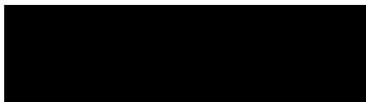
acting by THAMALA PERERA

in the presence of:

SCUETZ



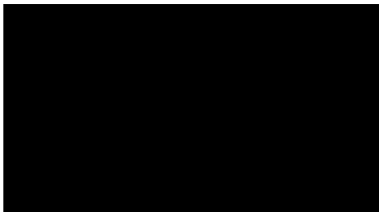
Signature of witness



Name of witness (in BLOCK CAPITALS)

JULIAN TEDDER

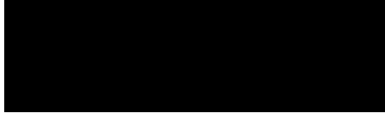
Address of witness



EXECUTED AS A DEED by
ISLAND GAS OPERATIONS LIMITED)
acting by THAMALA PERERA)
in the presence of: SCHMETZ)



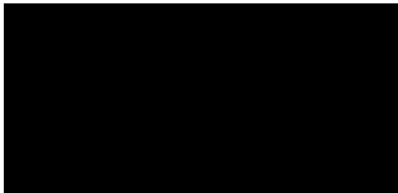
Signature of witness



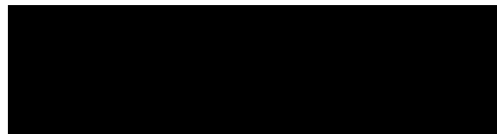
Name of witness (in BLOCK CAPITALS)

JULIAN TEDDER

Address of witness



EXECUTED AS A DEED by
IGAS ENERGY ENTERPRISE LIMITED)
acting by THAMALA PERERA)
in the presence of: SCHMETZ)



Director

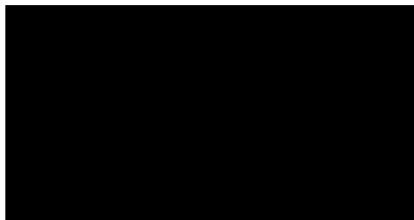
Signature of witness



Name of witness (in BLOCK CAPITALS)

JULIAN TEDDER

Address of witness



EXECUTED AS A DEED by)
ISLAND GAS (SINGLETON) LIMITED)

acting by JULIAN TEDDER)

in the presence of:)

[Redacted Signature]

Director

Signature of witness

[Redacted Signature]

Name of witness (in BLOCK CAPITALS)

THAMALA PERERA SCHUETZE

Address of witness

7 Down Street
London
W1J 7AJ

EXECUTED AS A DEED by)
ISLAND GAS LIMITED)

acting by JULIAN TEDDER)

in the presence of:)

[Redacted Signature]

Signature of witness

[Redacted Signature]

Name of witness (in BLOCK CAPITALS)

THAMALA PERERA SCHUETZE

Address of witness

7 Down Street
London
W1J 7AJ

EXECUTED AS A DEED by
DART ENERGY (EAST ENGLAND)
LIMITED

acting by JULIAN TEDDER

in the presence of:

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)
)
)



Director

Signature of witness



Name of witness (in BLOCK CAPITALS)

THAMALA PERERA SCHWETZE

Address of witness

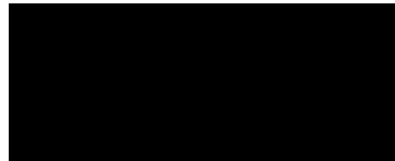
7 Down Street
London
W1J 7AJ

EXECUTED AS A DEED by
DART ENERGY (WEST ENGLAND)
LIMITED

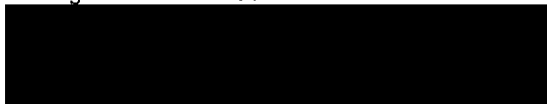
acting by JULIAN TEDDER

in the presence of:

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)
)



Signature of witness



Name of witness (in BLOCK CAPITALS)

THAMALA PERERA SCHWETZE

Address of witness

7 Down Street
London
W1J 7AJ

.....

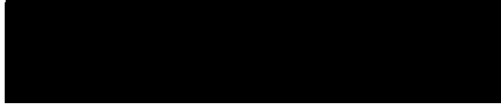
EXECUTED AS A DEED by
IGAS ENERGY DEVELOPMENT
LIMITED
acting by JUAN TEDDER

in the presence of:

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)



Signature of witness



Name of witness (In BLOCK CAPITALS)

THAMALA PERERA SCHUETZE

Address of witness

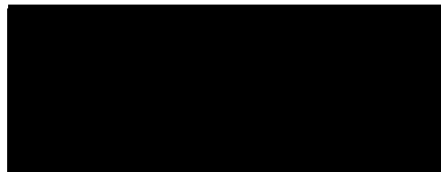
7 Down Street
London W1J 7AT

EXECUTED AS A DEED by
IGAS ENERGY PRODUCTION LIMITED

acting by JUAN TEDDER

in the presence of:

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)
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)



Signature of witness



Name of witness (In BLOCK CAPITALS)

THAMALA PERERA SCHUETZE

Address of witness

7 Down Street
London W1J 7AT

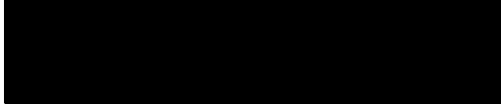
EXECUTED AS A DEED by
DART ENERGY (EUROPE) LIMITED

acting by JULIAN TEDDER

in the presence of:



Signature of witness



Name of witness (in BLOCK CAPITALS)

THANALA PERERA SCHUETZE

Address of witness

7 Down Street
London W1J 7AJ

.....

.....

THE SECURITY AGENT

EXECUTED by
BANK OF MONTREAL, LONDON BRANCH

By: _____

By: _____

Sylvain Martinez

**Managing Director & CRO, EMEA
BMO Financial Group**



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