



Registration of a Charge

Company name: **OPHIR ENERGY PLC**

Company number: **05047425**



X6A07XAZ

Received for Electronic Filing: **05/07/2017**

Details of Charge

Date of creation: **03/07/2017**

Charge code: **0504 7425 0007**

Persons entitled: **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE HEREBY CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO SECTION 859G COMPANIES ACT 2006, THIS IS A TRUE AND ACCURATE COPY OF THE ORIGINAL**

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5047425

Charge code: 0504 7425 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd July 2017 and created by OPHIR ENERGY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2017 .

Given at Companies House, Cardiff on 7th July 2017

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

3 JULY 2017

OPHIR ENERGY PLC

and

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

CHARGE OVER SHARES

Herbert Smith Freehills LLP

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THIS DEED is made on 3 JULY 2017

BETWEEN:

- (1) **OPHIR ENERGY PLC**, a company incorporated under the laws of England and Wales with company number 05047425 (the "**Company**"); and
- (2) **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK** as agent and trustee for itself and each of the other Secured Parties (the "**Security Trustee**").

IT IS AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

"Charged Assets" means the assets charged pursuant to Clause 3 (*Security*).

"Facility Agreement" means the senior borrowing base facility agreement dated 20 June 2017 between, among others, Salamander Energy plc as Original Borrower and Crédit Agricole Corporate and Investment Bank as Security Trustee (as amended or as amended and restated from time to time).

"LPA" means the Law of Property Act 1925.

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

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

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

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

"Security Period" means the period from the date of this Deed until the date on which the Security Trustee has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

"SEPLC" means Salamander Energy plc, a company incorporated under the laws of England and Wales with company number 05934263.

"Shares" means the issued ordinary shares of SEPLC that are legally and beneficially owned by the Company from time to time (being the entire issued share capital of SEPLC).

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature of any jurisdiction.

1.2 Third Party Rights

- 1.2.1 Save for the Secured Parties, any Receiver or any delegate, attorney or nominee of the Security Trustee or any Receiver, and any person appointed by any of them and unless expressly provided to the contrary in this Deed, a person who is

not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

- 1.2.2 Notwithstanding any term of this Deed, and subject to the terms of the Facility Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Deed.

1.3 Implied Covenants for Title

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

1.4 Effect as a deed

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

1.5 Security Trust Provisions

The Security Trustee holds the benefit of this Deed on trust for the Secured Parties.

1.6 Incorporation

1.6.1 The rules of construction set out in clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Deed to the extent applicable.

1.6.2 Unless a contrary intention appears words and expressions defined in the Companies Act 2006 have the same meaning in this Deed.

2. COVENANTS TO PAY

2.1 Secured Liabilities

The Company covenants that it shall on demand pay to the Security Trustee all monies and discharge all of the Secured Liabilities (however incurred) when due in accordance with their respective terms.

2.2 Potential Invalidity

None of (i) the covenant to pay in Clause 2.1 (*Secured Liabilities*) (ii) the obligation to pay interest pursuant to Clause 2.3 (*Interest*) or (iii) the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2 (*Potential Invalidity*), cause such covenant, obligation or security to be unlawful under any applicable law.

2.3 Interest

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

- (A) at the rate of interest payable or deemed to be payable by the Company in respect of the amount demanded as calculated and compounded in accordance with any agreement between the relevant Secured Party and the Company with respect to such amount; or
- (B) failing such agreement, at the rate per annum which is two per cent. (2%) per annum above the interest cost to the relevant Secured Party (as conclusively determined by that Secured Party) of funding the amount demanded, such interest being compounded at monthly rests.

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

3. SECURITY

The Company hereby charges to the Security Trustee by way of first fixed charge with full title guarantee and as a continuing security for the payment and discharge of all of the Secured Liabilities all of the Company's rights to and title and interest from time to time in:

- 3.1.1 the Shares;
- 3.1.2 all Related Securities Rights; and
- 3.1.3 all Related Property Rights in respect of the assets referred to at Clauses 3.1.1 and 3.1.2.

4. FURTHER ASSURANCE

4.1 Further assurance

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

- 4.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed or the priority of such security;
- 4.1.2 conferring upon the Security Trustee such security as it may require over the assets of the Company 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;
- 4.1.3 facilitating the realisation of all or any part of the Charged Assets; and
- 4.1.4 exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Deed or by law.

4.2 Perfection

The Company 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 substance satisfactory to the Security Trustee) to enable all or any of the Charged Assets to be mortgaged or charged pursuant to this Deed. The Company shall promptly deliver a copy of each such consent to the Security Trustee.

5. GENERAL UNDERTAKINGS

5.1 Negative Pledge

Save as permitted under clause 24.4.3(J) (*Negative Pledge*) of the Facility Agreement, the Company shall not 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.

5.2 Disposals

The Company shall not dispose of the Charged Assets or any part of them or agree so to do other than in accordance with the Facility Agreement.

5.3 Compliance with laws

- 5.3.1 The Company shall at all times comply in all material respects with all laws and regulations applicable to it or its assets or activities for the time being.

- 5.3.2 The Company shall obtain and maintain in full force and effect all Authorisations which may at any time be required with respect to any of the Charged Assets.

5.4 Prejudicial Action

Save as permitted in the Facility Agreement, the Company shall not do or cause or permit to be done anything which may in any way reduce, jeopardise or otherwise prejudice the value to the Secured Parties of the Charged Assets or the ability of the Security Trustee to exercise its rights pursuant to this Deed.

5.5 Enforcement of rights

At any time on or after the Enforcement Trigger Date, the Company shall (i) do or permit to be done each and every act or thing which the Security Trustee may from time to time require to be done for the purpose of enforcing the security created pursuant to this Deed and/or its rights or remedies under this Deed and (ii) allow its name to be used as and when required by the Security Trustee for that purpose.

5.6 Communications

The Company shall promptly deliver to the Security Trustee a copy of every circular, notice, resolution, minutes or other documents received by it in connection with the Charged Assets.

5.7 Nominees

The Company shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Charged Assets.

6. UNDERTAKINGS WITH RESPECT TO THE SHARES

6.1 Deposit of Title Documents

The Company shall deposit with the Security Trustee or its nominee:

- 6.1.1 all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Shares;
- 6.1.2 stock transfer forms or other instruments of transfer duly completed to the Security Trustee's satisfaction; and
- 6.1.3 such other documents as the Security Trustee may require from time to time for the purpose of perfecting its title to the Shares or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time on or after the Enforcement Trigger Date.

6.2 Registration of transfers

If required by the Security Trustee, the Company shall procure that, on or after the Enforcement Trigger Date, all Shares which are in registered form are duly registered in the name of the Security Trustee or its nominee once a transfer relating to those Shares is presented for that purpose.

6.3 Calls

The Company shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of the Shares; and, no Secured Party shall incur any liability in respect of any amounts due from the Company in respect of the Shares.

6.4 Dividends

- 6.4.1 Prior to the Enforcement Trigger Date, the Company shall be entitled to receive and retain all dividends or other monies received by it in respect of the Shares.

- 6.4.2 At any time on or after the Enforcement Trigger Date, the Security Trustee (or its nominee) shall be entitled to receive all dividends or other monies which may be paid or payable in respect of the Shares. The Company shall, to the extent that such dividends or other monies have not been paid directly to the Security Trustee (or its nominee), take all steps as may be required to ensure that such dividends or other monies are paid to the Security Trustee (or its nominee). In any event, any such dividends or other monies received by the Company on or after the Enforcement Trigger Date shall, be held on trust by the Company for the Security Trustee (or its nominee) and shall be paid to the Security Trustee (or its nominee) upon the Security Trustee's request.

6.5 Voting rights and other matters

- 6.5.1 Prior to the Enforcement Trigger Date and save as otherwise provided in this Clause 6.5 (*Voting rights and other matters*), the Company shall exercise all voting rights in respect of the Shares provided that the Company shall not exercise any voting rights in any manner which, in the opinion of the Security Trustee (acting on the instructions of the Majority Lenders, acting reasonably) may prejudice the value of, or the ability of the Security Trustee to realise, the security over the Charged Assets created pursuant to this Deed.
- 6.5.2 The Company shall not, without the prior written consent of the Security Trustee, permit or agree to any variation of the rights attaching to or conferred by any of the Shares, participate in any rights issue, elect to receive or vote in favour of receiving any dividends or other distributions other than in the form of cash or participate in any vote concerning a members' voluntary winding-up or a compromise or arrangement pursuant to sections 895-901 of the Companies Act 2006.
- 6.5.3 At any time on or after the Enforcement Trigger Date the Security Trustee may in such manner and on such terms as it sees fit (in the name of the Company or otherwise and without the need for further consent from the Company):
- (A) exercise (or refrain from exercising) any voting rights in respect of the Shares or, as the case may be, require the Company to exercise (or refrain from exercising) any such voting rights in accordance with the directions of the Security Trustee (in which event, the Company shall comply with all such directions of the Security Trustee); and/or
 - (B) apply all dividends and other monies arising from the Shares in accordance with Clause 13 (*Application of monies received under this Deed*); and/or
 - (C) without prejudice to any other provision of this Deed, transfer the Shares into the name of a nominee or transferee of the Security Trustee as the Security Trustee may require; and/or
 - (D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Shares.

6.6 Redemption

The Company will not redeem or take any step to redeem any redeemable Shares save to the extent that such redemption would not breach the terms of the Finance Documents.

6.7 Liability of Security Trustee

The Company agrees that no Secured Party nor any nominee will have any liability for:

- 6.7.1 failing to present any coupon or other document relating to any of the Shares;
- 6.7.2 accepting or failing to accept any offer relating to any of the Shares;
- 6.7.3 failing to attend or vote at any meetings relating to the Shares;

- 6.7.4 failing to notify the Company of any communication received in relation to the Shares; or
- 6.7.5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Charged Assets or which may be exercised by the Security Trustee or any nominee for the Security Trustee under this Deed (whether or not on sale or other realisation of the Charged Assets a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise).

6.8 Register of members

The Company shall procure that, during the Security Period, no company whose shares are subject to the Security purported to be created under this Deed keeps information in respect of its members on the central register kept by the Registrar at Companies House.

7. RIGHTS OF THE SECURITY TRUSTEE

7.1 Enforcement

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

- 7.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and
- 7.1.2 whether or not the Security Trustee 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.

7.2 Restrictions on consolidation of mortgages

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Security Trustee or any Receiver 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 Trustee or any Receiver at any time on or after the Enforcement Trigger Date.

7.3 Restrictions on exercise of power of sale

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

7.4 No prior notice needed

The powers of the Security Trustee or any Receiver set out in Clauses 7.2 (*Restrictions on consolidation of mortgages*) and 7.3 (*Restrictions on exercise of power of sale*) may be exercised by the Security Trustee or any Receiver without prior notice to the Company or any other person.

7.5 Right of appropriation

7.5.1 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 the Company 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 Trustee shall at any time on and after the Enforcement Trigger Date 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 Trustee by reference to such method or source of valuation as the Security Trustee may reasonably select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause 7.5 (*Right of appropriation*) or selected by the Security Trustee in accordance with this Clause 7.5 (*Right of appropriation*) shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7.5.2 The Security Trustee shall notify the Company 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.

8. EXONERATION

8.1 Exoneration

Neither any Secured Party nor any Receiver shall, by reason of it or any 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 Trustee under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of the LPA 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 each Secured Party shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

8.2 Indemnity

The Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the 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 to be done, in each case, in any way relating to the Charged Assets or any part of them other than as a result of fraud or gross negligence of the Security Trustee or any Receiver or any other person appointed by the Security Trustee under this Deed. The Security Trustee and any Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers, authorities or discretions conferred by this Deed.

9. APPOINTMENT OF RECEIVER

9.1 Appointment

- 9.1.1 At any time on or after the Enforcement Trigger Date or at the request of the Company or its directors, the Security Trustee may, without prior notice to the Company, 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.
- 9.1.2 Nothing in Clause 9.1.1 shall restrict the exercise by the Security Trustee of any one or more of the rights of the Security Trustee under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

9.2 More than one Receiver

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

9.3 Receiver as agent

A Receiver shall be the agent of the Company which shall be solely responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for all of the liabilities incurred by the Receiver. No Receiver shall at any time act as agent of any Secured Party.

9.4 Receiver's remuneration

- 9.4.1 A Receiver:
- (A) shall be entitled to remuneration at a reasonable market level for his services at a rate to be determined by the Security Trustee from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument); and
 - (B) may direct payment of that remuneration out of moneys he receives as Receiver.
- 9.4.2 The Company alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

10. RECEIVER'S POWERS

10.1 Powers

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

- 10.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 10.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 10.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Company itself could do or omit to do; and

- 10.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including, the bringing or defending of proceedings in the name of, or on behalf of, the Company; the collection and/or realisation of the Charged Assets or any part thereof in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Company (whether under hand, or by way of deed or by utilisation of the company seal of the Company)).

10.2 Powers may be restricted

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

11. PROTECTION OF PURCHASERS

11.1 Absence of enquiry

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

11.2 Receipt: conclusive discharge

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

12. POWER OF ATTORNEY AND DELEGATION

12.1 Power of attorney: general

The Company hereby irrevocably and by way of security appoints the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed to do any of the following (i) which the Company is obliged to do hereunder and has failed to do, or (ii) on or after the occurrence of an Event of Default which is continuing:

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

12.2 Power of attorney: ratification

The Company ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 12 (*Power of attorney and delegation*) does or purports to do in exercise of the powers granted by this Clause 12 (*Power of attorney and delegation*).

12.3 Power of Attorney: general delegation

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

13. APPLICATION OF MONIES RECEIVED UNDER THIS DEED

13.1 Order of application

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed, be paid to the Security Trustee for application in accordance with the terms of the Facility Agreement.

13.2 Suspense account

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

14. RELEASE OF SECURITY

14.1 Release

Subject to Clause 14.2 (*Avoidance of payments*) at any time on or after the expiry of the Security Period, the Security Trustee shall, at the request and cost of the Company, execute (or procure the execution by its nominee of) such documents (in each case in a form reasonably acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets or any part thereof from the security created by or in accordance with this Deed.

14.2 Avoidance of Payments

14.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Trustee (acting reasonably) considers that the payment or credit of such amount is capable of being avoided or reduced by virtue of any laws applicable on bankruptcy, insolvency, liquidation or similar laws.

14.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced by virtue of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Company shall be deemed not to have occurred and the Security Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

15. AMOUNTS PAYABLE

15.1 No deduction

15.1.1 All payments to be made by the Company under this Deed shall be made without (and free and clear of any deduction for) set-off or counterclaim. Subject to

Clause 15.1.2, all payments made by the Company under this Deed shall be calculated and made free from, clear of and without deduction for any Taxes, present or future.

- 15.1.2 If the Company is compelled by any applicable law or regulation to withhold or deduct any sums in respect of Taxes 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, the Company 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.

15.2 Set-off

A Secured Party may set off any matured obligation due from the Company under this Deed (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

15.3 Currency of payment

The obligation of the Company under this Deed to make payments in any currency shall not be discharged or satisfied by any tender, or recovery pursuant to any judgment or otherwise, expressed in or converted into any other currency, except to the extent 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. To the extent that there is a shortfall between the amount of receipt in one currency and the amount due under this Deed in the original currency then the Security Trustee or the relevant Secured Party shall have a further separate cause of action against the Company and shall be entitled to enforce the security created over the Charged Assets to recover the amount of that shortfall.

16. NEW ACCOUNTS

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

17. MISCELLANEOUS

17.1 The Company

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

17.2 Assignment and Transfer

The Company may not assign any of its rights or transfer any of its rights or obligations under this Deed. The Security Trustee may assign and transfer all or any part of its rights and obligations under this Deed to a replacement security trustee appointed pursuant to the Facility Agreement.

17.3 Remedies and waivers

No failure to exercise nor any delay in exercising, on the part of any Secured Party any right or remedy under this Deed shall operate as a waiver, of any such right or remedy or

constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

17.4 Partial invalidity

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

17.5 Waiver of defences

This Deed, the security constituted by this Deed and the obligations of the Company under this Deed will not be affected by (and the intention of the Company is that this Deed, such security and its obligations shall continue in full force and effect notwithstanding) any act, omission, matter or thing which, but for this Clause 18.5 (*Waiver of defences*), would reduce, release or prejudice this Deed, such security or any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- 17.5.1 any time, waiver or consent granted to, or composition with any Transaction Party or any other person;
- 17.5.2 the release of any Transaction Party or any other person under the terms of any composition or arrangement with any creditor of any Transaction Party or any other person;
- 17.5.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, any Transaction Party or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 17.5.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Transaction Party or any other person;
- 17.5.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 17.5.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 17.5.7 any insolvency or similar proceedings.

17.6 Chargor intent

Without prejudice to the generality of Clause 18.5 (*Waiver of defences*), the Company expressly confirms that it intends that this Deed, the security constituted by this Deed and its obligations under this Deed, in each case, shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

17.7 Immediate recourse

The Company waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from it under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.8 Discretion

Until the expiry of the Security Period, each Secured Party (or any trustee or agent on its behalf) may:

17.8.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of all or any of the Secured Liabilities and may apply and enforce the Secured Liabilities in such manner and order as it sees fit (whether against those Secured Liabilities or otherwise) and the Company shall not be entitled to the benefit of the same; and

17.8.2 hold in any suspense account any monies received from the Company or on account of the Company's liability under this Deed.

17.9 Deferral of rights

17.9.1 Until the expiry of the Security Period and unless the Security Trustee otherwise directs, the Company will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents, by reason of any amount being payable, or any liability arising, under this Deed or by reason of any security constituted under this Deed being enforced:

- (A) to be indemnified by a Transaction Party;
- (B) to claim any contribution from any other guarantor of any Transaction Party's obligations under the Finance Documents;
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (D) to bring legal or other proceedings for an order requiring any Transaction Party to make any payment, or perform any obligation, in respect of which any Transaction Party has given a guarantee, undertaking or indemnity under the Finance Documents;
- (E) to:
 - (1) exercise or claim any right of set off or counterclaim against any other Transaction Party or any other person liable; or
 - (2) claim or prove in competition with the Secured Parties in the bankruptcy or liquidation of any other Transaction Party or any other person liable; or
 - (3) have the benefit of, or share in any payment from or composition with any other Transaction Party or any other person liable or any other security now or hereafter held by the Secured Parties in respect of the obligations of any Transaction Party under the Finance Documents or for the obligations or liabilities of any other person liable,

but so that, if so directed by the Security Trustee, it will prove for the whole or any part of its claim in the liquidation or bankruptcy of any other Transaction Party on terms that the benefit of such proof and of all of the money received by it in respect thereof shall be held on trust for the

Secured Parties and applied in or towards discharge of the obligations of the Transaction Parties under the Finance Documents in such manner as the Security Trustee shall deem appropriate.

- 17.9.2 Without prejudice to Clause 18.9.1(E) or Clause 18.10 (*Security Trustee's authority*), if the Company receives any benefit, payment or distribution in relation to such rights described in Clause 18.9.1, it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Transaction Parties under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct.

17.10 Security Trustee's authority

If the Company fails to claim or prove in the liquidation or bankruptcy of any person promptly upon being directed to do so by the Security Trustee as contemplated by Clause 18.9 (*Deferral of rights*):

- 17.10.1 the Security Trustee may, and is irrevocably authorised on behalf of the Company to, file any claims or proofs in such liquidation or bankruptcy on its behalf; and
- 17.10.2 the Security Trustee may direct the trustee in bankruptcy, liquidator, assignee or other person distributing the assets of such person or their proceeds to pay distributions on the obligations or liabilities of such person direct to the Security Trustee on behalf of the Secured Parties until the expiry of the Security Period.

17.11 Property

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

17.12 Continuing Security

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

17.13 Additional Security

This Deed shall be in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

17.14 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 17.13 (*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.

17.15 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.

17.16 Redemption of prior incumbrances

Without prejudice to Clause 5.1 (*Negative pledge*) the Security Trustee may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. Such agreed accounts shall be conclusive and binding on the Company absent fraud or manifest error. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid five Business Days from demand by the Company to the Security Trustee and until such payment shall form part of the Secured Liabilities.

17.17 Further advances

The Company acknowledges that the Secured Parties must perform their obligations under the Facility Agreement (including any obligation to make available further advances).

18. CONFIDENTIALITY

18.1 Incorporation

Without prejudice to the application of any other provisions of the Facility Agreement to this Deed (by reason of this Deed being a Finance Document for the purposes of the Facility Agreement), clause 43 (*Confidentiality*) of the Facility Agreement shall apply to this Deed, *mutatis mutandis*, as if the same had been set out in full herein with references in such clause to:

- 18.1.1 any "Obligor" or "Original Borrower" or "Transaction Party" being construed, if the context so requires, as references to the Company (as defined herein);
- 18.1.2 the "Parties" or a "Party" being construed as references to the parties, or as the case may be, a party to this Deed;
- 18.1.3 the "Finance Documents" being construed as (a) including this Deed (in accordance with the definition of "Finance Documents" included in the Facility Agreement) or (b) if the context so requires, as references specifically to this Deed.

18.2 Disclosure

Without prejudice to Clause 19.1 (*Incorporation*) each Secured Party is entitled to disclose all Confidential Information to:

- 18.2.1 any Insolvency Officer or any other person who may have any interest in the benefits arising under this Deed and/or the Facility Agreement; and
- 18.2.2 any professional adviser, delegate, agent, attorney or (where applicable) co-trustee, to any Secured Party or any of the persons referred to at Clause 19.2.1.

19. 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 this Deed.

20. GOVERNING LAW AND JURISDICTION

20.1 Governing law

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

20.2 Jurisdiction

- 20.2.1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "**Dispute**").
- 20.2.2 Subject to Clause 22.2.3, the parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Company will not:
 - (A) argue to the contrary; or
 - (B) take any proceedings relating to a Dispute in any jurisdiction other than England.

20.2.3 This Clause 22.2 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction nor from contending that such courts are appropriate and convenient. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

EXECUTED AS A DEED by)
OPHIR ENERGY PLC)
acting by Anthony Rouse)
In the presence of:)

.....
Director

Signature of witness


Name of witness
(in BLOCK CAPITALS)

JOHN McMURTRIE

Address of witness

c/o Level 4

123 Victoria Street

London SW1E 6DE

SIGNED by CRÉDIT
AGRICOLE CORPORATE
AND INVESTMENT BANK
the Security Trustee

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)
)

Sonia HANIFI
Deputy Head of Agency and Middle Office
for Energy and Infrastructure Group and Telecom

Guillaume GRANJOUX
Head of Agency and Middle Office
for Energy and Infrastructure Group and Telecom