

095513/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01**Particulars of a charge**

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08

For further information, please
refer to our guidance at



A07 *A48QRRM9*
02/06/2015 #259
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 7 2 5 3 4 7 8
Company name in full Fairfield Energy No 1 Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 2 0 5 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name MCX Dunlin (UK) Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Herbert Smith Freehills LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Lisa Quelch

Company name Herbert Smith Freehills LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 E G

Country

DX 28

Telephone 020 7374 8000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7253478

Charge code. 0725 3478 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2015 and created by FAIRFIELD ENERGY NO.1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2015

Q

Given at Companies House, Cardiff on 9th June 2015



Companies House



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



HERBERT
SMITH
FREEHILLS

Execution Version

22 MAY..... 2015

THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEBENTURE

as Chargors

and

MCX DUNLIN (UK) LIMITED

as Lender

DEBENTURE

Herbert Smith Freehills LLP

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

Herbert Smith Freehills LLP

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

Date 29 MAY..... 2015

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THIS DEBENTURE is made on ~~21~~ MAY 2015

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEBENTURE (each a "Company" and together the "Companies"), and
- (2) MCX DUNLIN (UK) LIMITED (a company registered in England and Wales) with company number 06451712 whose registered office is at Mid City Place, 71 High Holborn, London WC1V 6BA ((the "Lender")

IT IS AGREED as follows

1 DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

1.1.1 Terms defined in the Credit Agreement shall, unless otherwise defined in this Debenture or unless a contrary intention appears, bear the same meaning when used in this Debenture 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 bank or other account of each Company with any bank, building society, financial institution or other person (including, without limitation, the Accounts) and the debts represented thereby

"Accounts" means each of the Blocked Account and each Operational Account

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

"Assigned Agreements" means any present or future agreement, contract, deed, lease, underlease, tenancy, licence, undertaking, guarantee or other contract to which a Company is now or may in the future become a party, including the Project Documents, any Shareholder Loan, any letter of credit issued in favour of a Company from time to time and any bill of exchange or other negotiable instrument held by a Company from time to time

"Barclays Assets" means all assets charged pursuant to the account charge dated 25 November 2011 granted by Fairfield Energy Limited in favour of Barclays Bank plc, including the Barclays Account

"Barclays Account" means the current accounts in the name of Fairfield Energy Limited held with Barclays Bank plc with account numbers [REDACTED] and [REDACTED] each with sort code [REDACTED]

"Birthright Project Documents" means

- (a) the Joint Operating Agreement,
- (b) each Licence,
- (c) each Licence Trust Deed, and
- (d) any other document designated as such by the Lender and a Borrower

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London

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

"Common Stream Agreement" means the common stream agreement entered into on 29 March 2012 between RWE DAE UK SNS Limited, Fairfield Acer Limited, Fairfield Cedrus Limited, BayernGas Europe Limited and British Gas Trading Limited

"Condensate Sales Agreement" means the condensate sales agreement entered into on 29 June 2012 between Fairfield Acer Limited, Fairfield Cedrus Limited and ConocoPhillips Limited

"Credit Agreement" means the \$26,000,000 bridging loan facility agreement between the Companies and the Lender dated on or about the date of this Debenture

"Debts" means all of a Company's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to that Company or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above

"Dunlin DCPD Side Letter" means the side letter dated 21 December 2007 between Fairfield Energy Limited, MCX Dunlin (UK) Limited, MCX Osprey (UK) Limited and Mitsubishi Corporation

"Entry Capacity Agreement" means the agreement for the provision of services in respect of Clipper South gas field entered into by RWE Supply & Trading GmbH, RWE DAE UK SNS Limited, Fairfield Acer Limited, Fairfield Cedrus Limited and BayernGas Europe Limited, in relation to the procurement of entry capacity, dated 29 June 2012

"Excluded Assets" means

- (a) unless and until Barclays Bank plc grants consent to or agrees to the creation of security over the Barclays Assets pursuant to this Debenture, any Barclays Asset,
- (b) unless and until Financial Services North Sea Limited grants consent to or agrees to the creation of security over the FSNSL Assets pursuant to this Debenture, any FSNSL Asset, and
- (c) unless and until Financial Services North Sea Limited, Fairfield Betula Limited and Fairfield Fagus Limited grant consent to or agree to the creation of security over the Shareholder Assets pursuant to this Debenture, any Shareholder Asset

"Existing Security" means the Security granted in respect of

- (a) the Credit Suisse Facility,
- (b) the Barclays Facility,
- (c) the FSNSL Liabilities, and
- (d) a rent deposit deed granted by FEL in favour of McKay Securities dated 17 October 2011

"FSNSL Asset" means any asset charged pursuant to the FSNSL Charge over Shares and Assignment of Shareholder Loans to secure the FSNSL Liabilities

"FSNSL Charge over Shares and Assignment of Shareholder Loans" means the charge over shares and assignment of shareholder loans dated 7 April 2008 between (1) Fairfield Energy Holdings Limited and Fairfield Energy Limited (as Chargors) and (2) Financial Services North Sea Limited (as security agent), as supplemented and amended by the supplemental charge over shares and assignment of shareholder loans dated 22 June 2010 between (1) Fairfield Energy Holdings Limited, Fairfield Energy Limited and Fairfield Energy No 1 Limited (as Chargors) and (2) Financial Services North Sea Limited (as security agent)

"Gas Lifting Agreement" means the gas lifting agreement for Clipper South gas field entered into on 13 February 2012 by RWE DAE UK SNS Limited, Fairfield Acer Limited, Fairfield Cedrus Limited and BayernGas Europe Limited

"Gas Supply Agreement" means the Clipper South gas supply agreement dated 12 December 2007 between Shell U K Limited and British Gas Trading Limited as novated by Shell U K Limited to Fairfield Acer Limited by way of a novation agreement dated 31 March 2008 and as amended by a deed of amendment dated 3 July 2009, a deed of amendment dated 30 September 2010, an amended and novation agreement dated 16 December 2011 and an amendment agreement dated 15 February 2012

"Insurance Policies" means all present and future contracts or policies of insurance (including life policies) and including any replacements or renewals thereof

- (a) in which a Company has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee otherwise), or
- (b) that are required to be maintained by, or on behalf of, any Company pursuant to the Finance Documents

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

"Investments" means all of a Company's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of a Company or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of a Company or whether the same have been delivered to or to the order of the Lender or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of a Company

"Joint Operating Agreement" means the joint operating agreement dated 3 July 2009 between Fairfield Acer Limited and RWE DEA UK SNS Limited acceded to by

- (a) BayernGas North Sea Limited pursuant to two execution deeds dated 30 September 2010 between UKCS Administrator Limited, Fairfield Acer Limited and BayernGas North Sea Limited,
- (b) BayernGas Europe Limited pursuant to an execution deed dated 2 January 2012 between UKCS Administrator Limited, BayernGas Europe Limited and BayernGas North Sea Limited, and
- (c) Fairfield Cedrus Limited, pursuant to an execution deed dated 16 December 2011 between UKCS Administrator Limited, Fairfield Acer Limited, Fairfield Cedrus Limited and the Secretary of State for Energy and Climate Change

"Licence" means each of

- (a) the UKCS Petroleum Production licence P 008 (the **"P.008 Licence"**) to search and bore for and get petroleum dated 17 September 1964 (as amended, supplemented and assigned from time to time (insofar as it relates to the areas in which Fairfield Acer Limited and Fairfield Cedrus Limited have a beneficial interest only), and

- (b) the UKCS Petroleum Production licence P 465 (the "**P.465 Licence**") to search and bore for and get petroleum dated 16 August 1983 as amended, supplemented and assigned from time to time (insofar as it relates to the areas in which Fairfield Acer Limited and Fairfield Cedrus Limited have a beneficial interest only)

"Licence Trust Deed" means each of

- (a) the trust deed in respect of the P 008 Licence dated 27 November 1998 between, among others, Fairfield Acer Limited and Shell U K Limited, and
- (b) the trust deed in respect of the P 465 Licence dated 31 March 2008 between, among others, Fairfield Acer Limited and Shell U K Limited

"LPA" means the Law of Property Act 1925

"Operational Account" means each of the accounts listed in Schedule 4 (*Operational Accounts*)

"Offtake Contract" means

- (a) the Gas Supply Agreement,
- (b) the Common Stream Agreement, and
- (c) the Condensate Sales Agreement

"Permitted Security" means the Existing Security provided that the principal amount secured by such Security is not increased beyond the principal amount secured at the date of this Debenture

"Pipeline Crossing Agreement" means the pipeline crossing agreement dated 31 August 2011 between, among others, Fairfield Acer Limited, BayernGas Europe Limited and Conocophillips (U K) Limited as crossed pipeline provider

"Project Documents" means

- (a) the Birthright Project Documents,
- (b) the Sole Control Project Documents,
- (c) the Third Party Project Documents, and
- (d) the Dunlin DCPD Side Letter

"Receiver" means any person appointed by the Lender to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Debenture

"Related Investment 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 Investment 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 Investments

"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), and
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right

"Rig Contract" means the rig contract entered into on 18 February 2011 by ENSCO Offshore U K Limited and RWE DAE UK SNS Limited, in relation to supply and operation of a rig for the purpose of drilling certain wells on the

Clipper South gas field as well as ancillary support service in relation to the operation of the rig

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

"Security" means any mortgage, charge, pledge, 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 Debenture until the date on which the Lender has determined that all of the Secured Obligations have been irrevocably and unconditionally paid and discharged in full

"Shareholder Asset" means any asset owned by Fairfield Energy Limited, Fairfield Energy No 1 Limited and/or Fairfield Energy Holdings Limited which

- (a) is subject to a legal, valid and binding restriction under the Shareholders Support Undertaking precluding absolutely the creation of Security over that asset, or
- (b) requires, pursuant to the Shareholders Support Undertaking, the prior consent of Financial Services North Sea Limited, Fairfield Betula Limited and Fairfield Fagus Limited to the creation of Security over that asset

"Shares" means

- (c) the entire issued share capital of the companies listed in Part 1 of Schedule 2 (*Shares*) from time to time legally and beneficially owned by Fairfield Energy Limited,
- (d) the entire issued share capital of the companies listed in Part 2 of Schedule 2 (*Shares*) from time to time legally and beneficially owned by Fairfield Energy No 1 Limited,
- (e) the entire issued share capital of the companies listed in Part 3 of Schedule 2 (*Shares*) from time to time legally and beneficially owned by Fairfield Energy Holdings Limited, and
- (f) all Related Investment Rights and all Related Property Rights in respect thereof

"Shareholder Loan" means any loan entered into from time to time between one or more of Fairfield Acer Limited, Fairfield Cedrus Limited, Fairfield Energy Holdings Limited, Fairfield Energy No 1 Limited and Fairfield Energy Limited

"Shareholder Support Undertaking" means the shareholder support undertaking dated 7 April 2008 between (1) Fairfield Betula Limited and Fairfield Fagus Limited (as borrowers), (2) Fairfield Energy Limited and Fairfield Energy Holdings Limited (as shareholders) and (3) Financial Services North Sea Limited (as beneficiary) as amended by the amendment letter dated 22 June 2010 between (1) Financial Services North Sea Limited (as facility agent and security agent), (2) Fairfield Betula Limited and Fairfield Fagus Limited (as borrowers), (3) Fairfield Energy Limited and Fairfield Energy Holdings Limited (as existing shareholders), and (4) Fairfield Energy No 1 Limited (as new shareholder)

"Sole Control Project Documents" means

- (a) each Offtake Contract, and
- (b) any other documents designated as such by the Lender and the Borrower

"Third Party Project Documents" means

- (a) the Transportation & Processing Agreement,
- (b) the Entry Capacity Agreement,
- (c) the Rig Contract,
- (d) the Tie-In Agreement,
- (e) the Gas Lifting Agreement,
- (f) the Pipeline Crossing Agreement, and
- (g) any other documents designated as such by the Lender and the Borrowers

"Tie-in Agreement" means the Clipper South facilities construction agreement dated 1 April 2011 between RWE DAE UK SNS Limited, Fairfield Acer Limited and BayernGas Europe Limited, RWE DEA UK SNS Limited, the LOGOS Theddlethorpe Owners (as defined therein) and ConocoPhillips (UK) Limited

"Transportation and Processing Agreement" means the Clipper South field agreement for the transportation and processing of natural gas in the Loggs Theddlethorpe System dated 7 June 2010 between ConocoPhillips (U K) Limited, ConocoPhillips Petroleum Limited, BP Exploration (Alpha) Limited, BP Exploration Beta Limited, RWE DAE UK SNS Limited and Fairfield Acer Limited

"Trust" means the trusts constituted by the Trust Deed and the Trust Property

"Trust Property" means the assets of the Trust from time to time

"VAT" means United Kingdom Value Added Tax together with all interest and penalties relating thereto

- 1 1 2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Debenture

1 2 Construction and Third Party Rights

- 1 2 1 Unless a contrary indication appears, any reference in this Debenture to

- (A) the singular includes the plural and vice versa,
- (B) the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
- (C) **"assets"** includes present and future properties, revenues and rights of every description,
- (D) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- (E) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (F) a provision of law is a reference to that provision as amended or re-enacted,
- (G) a Clause or a Schedule is a reference to a clause of or schedule to this Debenture,

- (H) this Debenture shall be construed as references also to any separate or independent stipulation or agreement contained in it,
 - (I) another agreement (including the Credit Agreement) shall be construed as a reference to such agreement as the same may have been modified, extended, amended, varied or supplemented or novated from time to time,
 - (J) references to any form of property or asset (including a Charged Asset) shall include a reference to all or any part of that property or asset), and
 - (K) the word "including" is without limitation
- 1 2 2 Clause and Schedule headings are for ease of reference only
- 1 2 3 The words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to
- 1 2 4 The terms of this Debenture may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded
- 1 3 **Implied Covenants for Title**
- The obligations of each Company under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994
- 1 4 **Effect as a Deed**
- This Debenture is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only
- 1 5 **Law of Property (Miscellaneous Provisions) Act 1989**
- To the extent necessary for any agreement for the disposition of the Charged Assets in this Debenture 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 Debenture are incorporated into this Debenture
- 2 **COVENANTS TO PAY**
- 2 1 **Covenant to Pay Secured Obligations**
- Each Company covenants that it shall on demand pay to the Lender all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Obligor to the Lender under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Lender or purchased (whether by assignment or otherwise) or acquired in any other way by it, denominated in sterling or any other currency, or incurred on any current or other banking account or in any other manner whatsoever under or pursuant to the Finance Documents
- 2 2 **Potential Invalidity**
- Neither the covenant to pay in Clause 2 1 (*Covenant to Pay Secured Obligations*) nor the obligation to pay interest pursuant to Clause 2 3 (*Interest*) nor the security created by this Debenture shall extend to or include any liability or sum which would, but for this Clause 2 2, cause such covenant or security to be unlawful under any applicable law

2 3 Interest

2 3 1 Each Company hereby agrees to pay to the Lender, in respect of any amount demanded from it in accordance with this Debenture (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between that Company and the Lender) interest from first demand by the Lender of that Company

(A) at the rate of interest payable or deemed to be payable by the relevant Company in respect of the amount demanded as calculated and compounded in accordance with any agreement between the Lender and the relevant 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 Lender (as conclusively determined by the Lender) of funding the amount demanded, such interest being calculated daily on the basis of a 365 day year and compounded at monthly rests

2 3 2 Such interest shall accrue due on a daily basis from the demand by the Lender until actual payment by a Company (both before and after any further demand or judgment or the liquidation of any Company)

3 SECURITY

3 1 Creation of Fixed Security

Each Company charges to the Lender by way of fixed charge with full title guarantee (but subject to the Permitted Security) and as a continuing security for the payment and discharge of the Secured Obligations all of its rights to and title and interest from time to time in any and each of the following

3 1 1 (to the extent that the same are not the subject of a fixed charge under Clause 3 1 2) all Debts,

3 1 2 all Account Proceeds,

3 1 3 all of its Investments,

3 1 4 the Shares,

3 1 5 all goodwill and uncalled capital,

3 1 6 (to the extent not effectively assigned under Clause 3 2 (*Assignments*)), the Insurance Policies and the Insurance Proceeds and all Related Property Rights,

3 1 7 (to the extent not effectively assigned under Clause 3 2 (*Assignments*)), the Assigned Agreements and all Related Property Rights, and

3 1 8 (to the extent not effectively assigned under Clause 3 2 (*Assignments*)), all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Company

3 2 Assignments

Each Company assigns to the Lender with full title guarantee (but subject to the Permitted Security) as a continuing security for the payment and discharge of the Secured Obligations all of that Company's rights to and title and interest from time to time in

3 2 1 the Insurance Policies and the Insurance Proceeds,

- 3 2 2 the Assigned Agreements, and
- 3 2 3 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Company,

and all Related Property Rights in respect of the above

3 3 Preservation of fixed charge

Without prejudice to Clause 3 1 (*Creation of Fixed Security*) and Clause 3 2 (*Assignments*), if, pursuant to clause 7 (*Conditions for Withdrawal*) of the Credit Agreement, a Company is entitled to withdraw the proceeds of any book and other debts standing to the credit of the Blocked Account (or any other Account) and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3 1 2 (*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 Company and the proceeds of those debts

4 FLOATING CHARGE

4 1 Creation of Floating Charge

4 1 1 Each Company charges to the Lender by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations all of that Company's 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 (i) 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*), (ii) any Shipper Gas (as defined in the Transportation and Processing Agreement), (iii) any Gas (as defined in the Gas Supply Agreement) sold pursuant to the Gas Supply Agreement, and (iv) any Condensate (as defined in the Condensate Sales Agreement) sold pursuant to the Condensate Sales Agreement,

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 Lender reserves its rights to appoint an administrative receiver on and following an Event of Default 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 Debenture, and without prejudice to any law which may have similar effect, if

4 2 1 any Company creates or attempts to create any Security (other than a Permitted Security) over all or any of the Charged Assets without the prior consent of the Lender, or

4 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets, or

4 2 3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Company, 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 Debenture, the Lender may at any time

4 3 1 following the occurrence of an Event of Default which is continuing, or

4 3 2 if the Lender 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 Lender 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 any Company,

by giving notice in writing to that effect to the relevant Company 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 LIMITATION OF SECURITY

5 1 Notwithstanding any other provision of this Debenture, the Lender's rights under this Debenture are, in relation to the Joint Operating Agreement, subject to and without prejudice to the rights under the Joint Operating Agreement of any joint operating parties thereto (other than the relevant Company)

5 2 Without prejudice to Clause 6 3 (*Further assurance*), if the rights of a Company under a document cannot be secured without the consent of a party to that document or the rights of a Company under a licence cannot be secured without the consent of the relevant granting authority

5 2 1 the relevant Company shall notify the Lender promptly, and

5 2 2 the security created pursuant to this Debenture will secure all amounts which that Company may receive, or has received, under that document or in respect of that licence but exclude the document or licence itself or any rights arising thereunder (other than any amounts received or to be received thereunder)

5 3 Without prejudice to Clauses 6 3 and 6 4 (*Further Assurance*), this Debenture does not create any Security over any asset which, from time to time, is an Excluded Asset, provided that if any asset which was an Excluded Asset ceases to be an Excluded Asset, Security over such asset shall immediately become the subject of Security created by this Debenture

5 4 The Lender acknowledges that the Trust Deed and the Trust Property do not form part of the estate or assets of any Company and accordingly, for the avoidance of doubt, neither the Trust Deed nor the Trust Property is subject to any Security granted by this Deed

6 FURTHER ASSURANCE

6 1 Each Company must promptly upon request by the Lender execute (in such form as the Lender may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Lender or its nominees and do all such assurances and things as the Lender may reasonably require for

6 1 1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Debenture,

- 6 1 2 conferring upon the Lender such security as it may require over the assets of a 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,
- 6 1 3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of a Company, and
- 6 1 4 exercising all powers, authorities and discretions conferred on the Lender or any Receiver pursuant to this Debenture or by law
- 6 2 Each Company 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 Lender in such form as the Lender shall require and on terms no onerous than those set out in this Debenture
- 6 3 Each 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 Debenture including the obtaining of any necessary consent (in form and content satisfactory to the Lender) to enable its assets to be mortgaged, charged or assigned pursuant to this Debenture. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Debenture. Each Company shall promptly deliver a copy of each such consent to the Lender
- 6 4 On request from the Lender
 - 6 4 1 each Company shall use all reasonable endeavours to procure that each consent (in form and substance satisfactory to the Lender) required from Fairfield Betula Limited and Fairfield Fagus Limited in relation to the creation of security over the Shareholder Assets is obtained as soon as practicable and shall notify the Lender, on a regular basis following such request, of the steps being taken in relation to obtaining any such consent and, promptly, when any such consent has been obtained, and
 - 6 4 2 each Company shall give all reasonable assistance to the Lender to assist the Lender in procuring that each consent (in form and substance satisfactory to the Lender) required from FSNSL in relation to the creation of security over the FSNSL Assets and Shareholder Assets is obtained as soon as practicable

7 GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS

- 7 1 Each Company undertakes to the Lender with respect to the Charged Assets that
 - 7 1 1 **Negative Pledge**
it shall not, without the prior consent in writing of the Lender except as expressly permitted by the Credit 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,
 - 7 1 2 **Disposals**
it shall not dispose of the Charged Assets or any part of them or agree so to do except in the case of disposals which are expressly permitted by the Credit Agreement (where 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 1 3 Compliance with Laws

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

7 1 4 Subsequent Charges

Without prejudice to Clause 7 1 1 (*Negative Pledge*), it shall procure that any Security created by it over the Charged Assets after the date of this Debenture (otherwise than in favour of the Lender) shall be expressed to be subject to this Debenture,

7 1 5 Prejudicial Action

it shall not do or cause or permit to be done anything which may in anyway reduce, jeopardise or otherwise prejudice the value to the Lender of the Charged Assets,

7 1 6 Repair and Condition

it shall keep the Charged Assets in a good and substantial state of repair and condition to the satisfaction of the Lender (acting reasonably), and

7 1 7 Authorisations

each Company shall obtain and supply certified copies to the Lender of any authorisation required by a Company to perform its obligations under this Debenture, to ensure the validity of this Debenture or to carry on the business of that Company

7 2 Notices of Charge and/or Assignment

7 2 1 Each Company shall

- (A) to the extent required by the Lender, forthwith give notice to any bank or financial institution where any Account is held by it in the form set out in Part 1 of Schedule 3 (*Notices*) and use all reasonable endeavours to procure that each such bank or financial institution acknowledges such notice to the Lender in the form set out in Part 2 of Schedule 3 (*Notices*)
- (B) to the extent required by the Lender, give notice to every other party to each contract to which it is a party referred to in Clauses 3 2 2 and 3 2 3 in the form set out in Part 3 of Schedule 3 (*Notices*) (or such other form agreed by the Lender and the relevant Company or as the Lender may require (acting reasonably)) and use all reasonable endeavours to procure that each such party to whom such notice is given to acknowledges such notice to the Lender in the form set out in Part 4 of Schedule 3 (*Notices*) (or such other form agreed by the Lender and the relevant Company or as the Lender may require (acting reasonably)), and
- (C) to the extent required by the Lender, forthwith give notice to any insurer under an Insurance Policy to which it is a party in the form set out in Part 5 of Schedule 3 (*Notices*) and use all reasonable endeavours to procure that each such insurer acknowledges such notice to the Lender in the form set out in Part 6 of Schedule 3 (*Notices*)

8 UNDERTAKINGS AS TO INVESTMENTS AND SHARES

8 1 Deposit of Title Documents

Each Company shall deposit with the Lender or its nominee (to the extent that the relevant documents have not been deposited with another person in connection with the Permitted Security (where the relevant indebtedness to which such Permitted Security relates remains outstanding) or any clearance system, settlement system or custodian (acceptable to the Lender))

- 8 1 1 all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Investments and the Shares,
- 8 1 2 stock transfer forms or other instruments of transfer duly completed to the Lender's satisfaction, and
- 8 1 3 such other documents as the Lender may require from time to time for the purpose of perfecting its title to the Investments or 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

8 2 Dividends

After the occurrence of an Event of Default which is continuing, all dividends or other monies in respect of the Investments and the Shares shall be paid to and held by the Lender (or its nominee)

8 3 Voting Rights and Other Matters

- 8 3 1 Prior to the occurrence of a Default which is continuing and save as otherwise provided in this Clause 8 3, each Company shall exercise (or direct the Lender to exercise on its behalf) all voting rights in respect of the Investments and the Shares provided that no Company shall exercise (or direct the exercise of) any voting rights in any manner which, in the reasonable opinion of the Lender, may prejudice the value of, or the ability of the Lender to realise, the security over the Investments and the Shares created pursuant to this Debenture
- 8 3 2 No Company shall, without the prior written consent of the Lender, permit or agree to any variation of the rights attaching to or conferred by any of the Investments or 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
- 8 3 3 At any time on or after the occurrence of a Default which is continuing, the Lender may in such manner and on such terms as it sees fit (in the name of the relevant Company or otherwise and without the need for further consent from any Company)
 - (A) exercise (or refrain from exercising) any voting rights in respect of the Investments and the Shares, and/or
 - (B) apply all dividends and other monies arising from the Investments and the Shares in accordance with Clause 16 (*Application of Monies received under this Debenture*), and/or
 - (C) without prejudice to any other provision of this Debenture, transfer the Investments and the Shares into the name of a nominee or transferee of the Lender as the Lender 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 Investments and the Shares

8 3 4 The Lender may, in its absolute discretion and without any consent or authority from any Company, at any time, by notice to the relevant Company (which notice shall be irrevocable), elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares and Investments conferred or to be conferred on the Lender pursuant to Clause 8 3 3

8 3 5 Once a notice has been issued by the Lender under Clause 8 3 4, on and from the date of such notice the Lender shall cease to have the right to exercise (or refrain from exercising) voting rights and powers conferred or to be conferred on it pursuant to Clause 8 3 3 or any other provision of this Debenture and all such rights will be exercisable by that Company. That Company shall be entitled on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares and Investments subject only to the proviso contained in Clause 8 3 1 and to Clause 8 3 2

8 4 Liability of Lender

Each Company agrees with the Lender that neither the Lender nor any nominee will have any liability for

- 8 4 1 failing to present any coupon or other document relating to any of the Investments or the Shares,
- 8 4 2 failing to accept any offer relating to any of the Investments or the Shares,
- 8 4 3 failing to attend or vote at any meetings related to any of the Investments or the Shares,
- 8 4 4 failing to notify a Company of any matters referred to in this Clause 8 4 or of any communication received in relation to any of the Investments or the Shares, or
- 8 4 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 Investments or the Shares or which may be exercised by the Lender or any nominee of the Lender under this Debenture (whether or not on sale or other realisation of the Investments a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise)

8 5 Nominees

Each Company 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 Investments or the Shares

9 UNDERTAKINGS AS TO ACCOUNT PROCEEDS

9 1 Blocked Account

Except as expressly permitted by Clause 7 (*Conditions for Withdrawal*) of the Credit Agreement, no Company shall be entitled to be paid, withdraw or otherwise transfer any credit amount referred to in the definition of "Account Proceeds" from the Blocked Account

9 2 Operational Accounts. Position before Default

Before the occurrence of an Event of Default which is continuing, each Company shall (subject to any restrictions in the Credit Agreement preventing the withdrawal of the same) be entitled to withdraw any credit amount referred to in the definition of Account Proceeds from the Operational Accounts

9 3 **Operational Accounts. Position after Default**

At any time after the occurrence of an Event of Default which is continuing, the Lender may give notice to a Company that no amount may be withdrawn from an Operational Account without the prior consent of the Lender. If the Lender gives such notice, the Lender shall thereafter, to the exclusion of that Company (unless the Lender otherwise consents), be entitled (and is irrevocably authorised by each Company) to withdraw amounts from the Operational Account and to operate the Operational Account in or towards any of the purposes for which moneys in any Account may be applied.

10 **RIGHTS OF THE LENDER**

10 1 **Enforcement**

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

10 1 1 enforce all or any part of the security created by this Debenture 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

10 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 Debenture) or by law, and

(B) granted to a Receiver by this Debenture or from time to time by law

10 2 **Restrictions on Consolidation of Mortgages**

Section 93 of the LPA shall not apply to this Debenture or to any sale made under it. The Lender shall have the right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time. Such power may be exercised by the Lender at any time on or after the occurrence of an Event of Default.

10 3 **Restrictions on Exercise of Power of Sale**

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

10 4 **No Prior Notice Needed**

The powers of the Lender set out in Clauses 10 2 (*Restrictions on Consolidation of Mortgages*) and 10 3 (*Restrictions on Exercise of Power of Sale*) may be exercised by the Lender without prior notice to any Company.

10 5 **Right of Appropriation**

10 5 1 Without prejudice to the other provisions of this Debenture, to the extent that any of the Charged Assets constitute "financial collateral", and this Debenture and the obligations of the Companies 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 Lender shall have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Obligations. 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 Lender by reference to such method or source of valuation as the Lender may reasonably select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause or selected by the Lender in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

- 10.5.2 The Lender shall notify the Companies 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.

11 EXONERATION

11.1 Exoneration

The Lender shall not, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets, 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 Lender under this Debenture 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 Debenture when the provisions of this Debenture shall prevail and every such Receiver and the Lender 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.

11.2 Indemnity

The Lender and every Receiver, attorney, delegate, manager, agent or other person appointed by the Lender 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 Debenture 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 Lender 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 Debenture.

12 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

12.1 Appointment

- 12.1.1 At any time on or after the occurrence of an Event of Default which is continuing or at the request of the relevant Company or its directors, the Lender may, without prior notice to the relevant 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.

- 12.1.2 Nothing in Clause 12.1.1 shall restrict the exercise by the Lender of any one or more of the rights of the Lender under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

12 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 Lender may specify to the contrary in the appointment

12 3 Receiver as agent

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

12 4 Receiver's Remuneration

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

12 5 Actions of the Administrator

Save as provided for in statute or as otherwise agreed in writing by the Lender, the Lender shall have no liability for the acts or omissions of an Administrator

13 RECEIVER'S POWERS

13 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 Debenture)

13 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),

13 1 2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA,

13 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 Company itself could do or omit to do,

13 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 Debenture or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any Company, 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 Company (whether under hand, or by way of deed or by utilisation of the company seal of any Company)

13 2 Powers may be Restricted

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

14 PROTECTION OF PURCHASERS

14 1 Absence of Enquiry

No person or persons dealing with the Lender or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Debenture 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 Debenture. 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 Lender or any such Receiver

14 2 Receipt: Conclusive Discharge

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

15 POWER OF ATTORNEY AND DELEGATION

15 1 Power of Attorney. General

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

15 1 1 to execute and deliver any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser,

15 1 2 to sign, execute, seal and deliver and otherwise perfect any further security document which any Company is required to enter into pursuant to this Debenture,

15 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 Lender or any Receiver under this Debenture or which any Company is required to do pursuant to this Debenture or which may be deemed expedient by the Lender or a Receiver in connection with any preservation, disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Debenture

15 2 Power of Attorney: Ratification

Each Company ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 15 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause

15 3 General Delegation

The Lender and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Debenture (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

16 APPLICATION OF MONIES RECEIVED UNDER THIS DEBENTURE

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Debenture 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

16 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 Lender or the Receiver and of remuneration to the Receiver in such order as the Lender shall in its absolute discretion decide,

16 1 2 in or towards satisfaction of the Secured Obligations which shall be applied in such order as the Lender shall in its absolute discretion decide, and

16 1 3 the surplus, if any, shall be paid to the relevant Company or other person or persons entitled to it,

save that the Lender may credit any monies received under this Debenture to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider appropriate

17 RELEASE OF SECURITY

17 1 Release

The Lender shall promptly, at the request and cost of each Company, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Lender (acting reasonably)) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Debenture at the end of the Security Period

17 2 Avoidance of Payments

17 2 1 No amount paid, repaid or credited to the Lender shall be deemed to have been irrevocably paid if the Lender 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

17 2 2 If any amount paid, repaid or credited to the Lender is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between the Lender and the Companies shall be deemed not to have occurred and the Lender shall be entitled to enforce this Debenture subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

18 AMOUNTS PAYABLE

18 1 No Deduction

All payments to be made by a Company under this Debenture 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 Company is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to the Lender under this Debenture or, if any such withholding or deduction is made in respect of any recovery under this Debenture, each Company shall pay such additional amount so as to ensure that the net amount received by the Lender shall equal the full amount due to it under the provisions of this Debenture had no such withholding or deduction been made

18 2 Currency of Payment

The obligation of a Company under this Debenture 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 the Lender of the full amount of the currency expressed to be payable under this Debenture

18 3 Currency Indemnity

18 3 1 If any sum due from a Company under this Debenture (a "Sum"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "First Currency") in which that Sum is payable into another currency (the "Second Currency") for the purpose of

- (A) making or filing a claim or proof against a Company,
 - (B) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings, or
 - (C) applying the Sum in satisfaction of any of the Secured Obligations,
- such Company shall, as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the Lender at the time of its receipt of that Sum

18 3 2 Each Company waives any right it may have in any jurisdiction to pay any amount under this Debenture in a currency unit other than that in which it is payable

19 **POWER OF SEVERANCE**

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

20 **REPRESENTATIONS AND WARRANTIES**

20 1 **Representations**

Each Company represents and warrants in favour of the Lender

20 1 1 **Powers and authority**

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

20 1 2 **Legal Validity**

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

20 1 3 **Non-Conflict**

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

- (A) any law or regulation or judicial or official order applicable to it, or
- (B) its constitutional documents, or
- (C) any material agreement or document which is binding upon it or any of its assets or result in the creation of (or a requirement for the creation of) any Security over any Charged Asset (other than a Permitted Security)

20 1 4 **Status of Assets and Security**

It is the legal and beneficial owner of the Charged Assets free from Security (other than this Debenture and the Permitted Security) and this Debenture confers the security it purports to confer over the Charged Assets and the security created under or pursuant to this Debenture is not subject to any prior or pari passu Security (other than the Permitted Security) and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings

20 1 1 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have been started or threatened against any Company or member of the Group

20 1 2 Transfer, registration and calls

The Shares are free from any restrictions as to transfer or registration and are not subject to any calls or other liability to pay money

20 1 3 Stamp taxes and registration

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

20 2 Times for Making Representations and Warranties

The representations and warranties set out in this Clause are made on the date of this Debenture and are deemed to be repeated on the date of any Utilisation Request and on the date of any Withdrawal by reference to the facts and circumstances then existing

21 NEW ACCOUNTS

If the Lender 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 Debenture, open a fresh account or accounts with each Company and continue any existing account in the name of any Company and may appropriate to any such fresh account any monies paid in, received or realised for the credit of any Company after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Obligations. If the Lender fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Obligations outstanding on the Notice Date

22 MISCELLANEOUS

22 1 The Companies

This Debenture is binding on the successors and assigns of each Company

22 2 Assignment and Transfer

22 2 1 No Company may assign any of its rights or transfer any of its rights or obligations under this Debenture. The Lender may not assign any of its rights or transfer by novation any of its rights and obligations under this Debenture to any person other than any of its Affiliates. "Affiliates" for the purpose of this clause means a Subsidiary of the Lender or a Holding Company of the Lender or any other Subsidiary of that Holding Company

22 2 2 Upon the appointment of any of the persons in Clause 12 in respect of any Company, the Lender will be free to assign or transfer its rights and obligations to any person of its choosing

22 3 Disclosure of Information

The Lender may disclose to

22 3 1 any of its professional advisers,

- 22 3 2 any person to (or through) whom the Lender assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Debenture,
- 22 3 3 a Receiver, prospective Receiver or Administrator,
- 22 3 4 any person (together with professional advisers) who may have an interest in the benefits arising under this Debenture and/or the Credit Agreement, or
- 22 3 5 any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation,
- any information about any Company, the Credit Agreement or this Debenture as the Lender shall consider appropriate if, in relation to Clauses 22 3 2 and 22 3 4 above, the person to whom the information is to be given has entered into a confidentiality undertaking

22 4 Remedies and Waivers Cumulative

No failure to exercise, nor delay in exercising, on the part of the Lender, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Lender provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law

22 5 Set-Off

The Lender may set off any matured obligation due from any Company under the Debenture, the Credit Agreement or any of the other Finance Documents against any matured obligation owed by the Lender to that Company, regardless of the place of payment, booking branch or currency of either obligation and apply any credit balance to which that Company is entitled on any account with the Lender in accordance with Clause 16 (*Application of Monies received under this Debenture*). If the obligations are in different currencies, the Lender may, at the cost of the Companies, convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

22 6 Partial Invalidity

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

22 7 Property

This Debenture is and will remain the property of the Lender

22 8 Continuing Security

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

22 9 Additional Security

This Debenture shall be in addition to and not be affected by any other security or guarantee now or hereafter held by the Lender for all or any part of the Secured Obligations nor shall any such other security or guarantee of liability to the Lender of or by any person not a party to this Debenture be in any way impaired or discharged by this Debenture nor shall this Debenture in any way impair or discharge such other security or guarantee

22 10 Variation of Security

This Debenture shall not in any way be affected or prejudiced by the Lender at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 22 9 (*Additional Security*) or any rights which the Lender may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever

22 11 Enforcement of Other Security

The Lender shall not be obliged to enforce any other Security it may hold for the Secured Obligations before enforcing any of its rights under this Debenture

22 12 Redemption of Prior Incumbrances

The Lender 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 Company. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by each Company to the Lender and until such payment shall form part of the Secured Obligations

22 13 Stamp Taxes

Each Company covenants to pay to the Lender immediately on demand a sum equal to any liability which the Lender 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 Debenture (including any interest, penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying any such duty, fee or tax)

22 14 Costs and Expenses

Each Company shall promptly on demand reimburse the Lender or any Receiver, attorney, manager, agent or other person appointed by the Lender under this Debenture for all costs and expenses (including legal fees) incurred by the Lender, that Receiver, attorney, manager, agent or other person (on a full indemnity basis together with any applicable VAT) in connection with the negotiation, preparation, printing and execution of this Debenture, the completion of the transactions and perfection of the security contemplated by this Debenture and the exercise, preservation and/or enforcement or attempted enforcement of the security created by or contemplated by this Debenture

23 CALCULATIONS AND CERTIFICATES

23 1 Accounts

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

23 2 Certificates and Determinations

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

23 3 Day Count Convention

Any interest accruing under this Debenture will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days

24 NOTICES

24 1 Communication to be in writing

Any communication given or made under or in connection with the matters contemplated by this Debenture shall be in writing

24 2 Deemed delivery

Any such communication shall be addressed as provided in Clause 24 3 (*Parties' details*) and, if so addressed, shall be deemed to have been duly given or made as follows -

- (a) if sent by email, upon delivery at the email address of the relevant party,
- (b) if sent by personal delivery, upon delivery at the address of the relevant party,
- (c) if sent by first class post, two Business Days after the date of posting, and
- (d) if sent by fax, upon receipt by the relevant party,

provided that if, in accordance with the above provisions, any such communication would otherwise be deemed to be given or made outside normal working hours, such communication shall be deemed to be given or made at the start of the next Business Day

24 3 Parties' Details

The relevant details of each party for the purposes of this Agreement, subject to Clause 24 4 (*Change of details*) are -

Party Fairfield Energy Limited
Address Mallard Court, Market Square, Staines-Upon-Thames, TW18 4RH
Attention Graeme Fergusson
Email [REDACTED]
Fax +44 (0)1224 320501

Party Fairfield Energy No 1 Limited
Address Mallard Court, Market Square, Staines-Upon-Thames, TW18 4RH
Attention Graeme Fergusson
Email [REDACTED]
Fax +44 (0)1224 320501

Party Fairfield Energy Holdings Limited
Address Mallard Court, Market Square, Staines-Upon-Thames, TW18 4RH
Attention Graeme Fergusson
Email [REDACTED]
Fax +44 (0)1224 320501

Party Fairfield Acer Limited
Address Mallard Court, Market Square, Staines-Upon-Thames, TW18 4RH
Attention Graeme Fergusson
Email [REDACTED]
Fax +44 (0)1224 320501

Party Fairfield Cedrus Limited
Address Mallard Court, Market Square, Staines-Upon-Thames, TW18 4RH
Attention Graeme Fergusson
Email [REDACTED]
Fax +44 (0)1224 320501

Party the Lender
Address 7th floor Mid City Place, 71 High Holborn, London WC1V 6BA
Attention Mr Tetsuya Nishigaki
Email [REDACTED]
Fax +44 2070 253179

24 4 Change of details

Any party may notify the other party at any time of a change to its details for the purposes of Clause 24 3 (*Parties' details*) provided that such notification shall only be effective on -

- (a) the date specified in the notification as the date on which the change is to take place, or
- (b) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date falling five Business Days after notice of any such change has been given

24 5 English language

24 5 1 Any notice given under or in connection with this Debenture must be in English

24 5 2 All other documents provided under or in connection with this Debenture must be

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

25 COUNTERPARTS

This Debenture 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 Debenture

26 LAW

This Debenture 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

27 ENFORCEMENT

27 1 Jurisdiction of English courts

27 1 1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Debenture or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "**Dispute**")

27 1 2 Subject to Clause 27 1 3 below, the parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly each Company will not

(A) argue to the contrary, or

(B) initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England

27 1 3 This Clause 27 1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from initiating or pursuing 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 Lender may initiate or pursue

(A) proceedings in any other court, and

(B) concurrent proceedings in any number of jurisdictions, irrespective of whether proceedings have already been initiated by any party in England

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

Schedule 1
COMPANIES

Name of Company	Registration Number
FAIRFIELD ENERGY LIMITED	05562373
FAIRFIELD ACER LIMITED	04649606
FAIRFIELD CEDRUS LIMITED	04967270
FAIRFIELD ENERGY NO 1 LIMITED	07253478
FAIRFIELD ENERGY HOLDINGS LIMITED	05562502

Schedule 2

SHARES

PART 1

SHARES OWNED BY FAIRFIELD ENERGY LIMITED

FAIRFIELD ENERGY NO 1 LIMITED	07253478
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PART 2

SHARES OWNED BY FAIRFIELD ENERGY NO 1 LIMITED

FAIRFIELD ENERGY HOLDINGS LIMITED	05562502
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PART 3

SHARES OWNED BY FAIRFIELD ENERGY HOLDINGS LIMITED

FAIRFIELD ACER LIMITED	04649606
FAIRFIELD CEDRUS LIMITED	04967270
FAIRFIELD BETULA LIMITED	04465204
FAIRFIELD FAGUS LIMITED	05461823

Schedule 3

PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of relevant Company]

To [Account Bank]

Dear Sirs

[Date]

Debenture dated [] between [] and others
and [the Lender] (the "Lender") (the "Debenture")

We, hereby give you notice that under the Debenture we have charged (by way of a fixed charge) in favour of the Lender all our rights in respect of any moneys standing to the credit of each account listed below and maintained by us with you (the "Accounts")

- (a) [•] (the "Blocked Account"),
- (b) [•] (the "Operational Account") and
- (c) [•]

We hereby irrevocably instruct and authorise you to

- (a) disclose to the Lender any information relating to any Account requested from you by the Lender,
- (b) no longer comply with any existing payment instructions in respect of the Blocked Account or with any instructions that the Company (or any person other than the Lender) gives in respect of the Blocked Account,
- (c) comply with the terms of any written notice or instruction relating to any Account received by you from the Lender,
- (d) pay or release any sum standing to the credit of the Blocked Account only in accordance with the written instructions of the Lender, and
- (e) following the notice of an occurrence of a Default (as defined in the Credit Agreement (as defined in the Debenture)) which is continuing, only pay or release any sum standing to the credit of the Operational Accounts in accordance with the written instructions of the Lender

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

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 Lender at [•] Attention [•] with a copy to ourselves

Yours faithfully,

(Authorised signatory)

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To [the Lender] as the Lender
Attention []
Copy [relevant Company] (the "Company")

[Date]

Dear Sirs,

**Debenture dated [] between [] and others
and [the Lender] as the Lender (the "Lender") (the "Debenture")**

We confirm receipt from the Company of a notice dated [] (the "Notice") of, amongst other things, a charge upon the terms of the Debenture over all the rights of the Company to any amount standing to the credit of any of the Company's accounts with us listed in the notice (the "Accounts")

We confirm that we

- (a) accept the instructions contained in the Notice and agree to comply with the Notice,
- (b) have not received notice of the interest of any third party in any Account,
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account (as set out in this letter below), and
- (d) will not permit any amount to be withdrawn from the Blocked Account (as defined below) without your prior written consent, and
- (e) will not permit any amount to be withdrawn from the Operational Account (as defined below) without your prior written consent if you notify us that a Default is continuing under the Credit Agreement (as defined in the Debenture)

The Accounts maintained with us are

- (a) [•] (the "Blocked Account"),
- (b) [•] (the "Operational Account"), and
- (c) [•]

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]

**PART 3
NOTICE TO COUNTERPARTY**

[On letterhead of the Company]

To [Counterparty]
From [Name of the Company] (the "Company")

Date []

Dear Sirs

**Debenture dated [] between [] and others
and [the Lender] (the "Debenture")**

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

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

We irrevocably instruct and authorise you to

- (A) disclose to the Lender, without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Contract (including the performance of our obligations thereunder) which the Lender may request from you, and
- (B) following a confirmation from the Lender that an Event of Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing], pay any sum payable by you under the Contract to the Lender at [], Sort Code [], Account No [] or to such other account as the Lender may notify you in writing

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

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

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

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

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 Lender at [•], Attention [•], with a copy to us

PART 4

ACKNOWLEDGEMENT OF COUNTERPARTY

To [Lender]
Attention { }
Copy [the Company] (the "Company")

Date []

Dear Sirs,

Debenture dated [] between [] and others
and [the Lender] (the "Debenture")

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

We confirm that

- (A) we have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Assignor under or in respect of the Contract,
- (B) following a confirmation from you that an Event of Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing, we will pay any amount payable by us under the Contract to the account at [], Sort Code [], Account No [] or to such other account as you notify to us in writing,
- (C) we must accept your instructions in relation to the Assignor's rights under the Contract [following a confirmation from you that an Event of Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing, and
- (D) we will not agree to any amendment, waiver or variation of the terms of the Contract without your prior written consent

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

Yours faithfully

(Authorised signatory)
[Counterparty]

**PART 5
NOTICE TO INSURER**

To [Insurer]

[Date]

Dear Sirs,

Debenture dated [] between [] and others and [the Lender] (the "Lender")(the "Debenture")

We hereby give you notice that under the Debenture we assigned to the Lender all our rights to and title and interest from time to time in, to and under insurance policy number[s] [●] (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 or arising under the Policy[ies] to our account at [Bank], account number [] and sort code []

It is very important that you

- (A) make all immediate arrangements for all relevant sums payable by you under the Policy[ies] to be paid in accordance with this notice,
- (B) do not terminate, invalidate, cancel or avoid (in whole or in part) any insurance policy without first giving to the Lender not less than 30 days' written notice of the proposed termination, invalidation, avoidance or cancellation and specifying the action necessary to avoid such termination, invalidation, avoidance or cancellation (including, without limitation, the opportunity within 30 days of written notice to rectify any non-payment of premium), and
- (C) do not decline any valid claim under an insurance policy without first giving to the Lender not less than 30 days written notice and (where applicable) the opportunity to rectify the ground for declining such valid claim (including, without limitation, where such ground is the non-payment of premium, the opportunity to rectify such non-payment

Please note that

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

We will remain liable to perform all our obligations under the Policy[ies] and the Lender 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 Lender

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 Lender at [], Attention [] with a copy to ourselves

Yours faithfully,

PART 6
ACKNOWLEDGEMENT OF INSURER

To [Lender]
Attention []

[Date]

Dear Sirs,

Debenture dated [] between [] and others and [the Lender] (the "Debenture")

We confirm receipt of a notice dated [] from each of the companies listed therein (the "**Companies**") in respect of an assignment upon the terms of the Debenture to the Lender of each Company's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party (the "**Assignment**")

We confirm that

- (A) 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,
- (B) no termination, invalidation, avoidance or cancellation of such rights, interests or benefits will be effective unless we have given the Lender at least 30 days' written notice of the proposed termination, invalidation, avoidance or cancellation and specifying the action necessary to avoid such termination, invalidation, avoidance or cancellation (including, without limitation, the opportunity within 30 days of written notice to rectify any non-payment of premium),
- (C) will not decline any valid claim under an insurance policy without first giving to the Lender not less than 30 days written notice and the opportunity to rectify the ground for declining such valid claim (including, without limitation, where such ground is the non-payment of premium, the opportunity to rectify such non-payment),
- (D) each Company (as relevant) will remain liable to perform all of its obligations under the Policy[ies] and the Lender is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by such Company to perform its obligations under the Policy[ies], and
- (E) the Assignment does not conflict with any provision of 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 4

OPERATIONAL ACCOUNTS

- 1 A GBP denominated account held by Fairfield Energy Limited with The Royal Bank of Scotland designated as [REDACTED] with account number [REDACTED] and sort code [REDACTED]
- 2 A US Dollar denominated account held by Fairfield Energy Limited with The Royal Bank of Scotland designated as [REDACTED] with account number [REDACTED] and IBAN [REDACTED]
- 3 A GBP denominated account held by Fairfield Acer Limited with The Royal Bank of Scotland designated as [REDACTED] with account number [REDACTED] and sort code [REDACTED]
- 4 A US Dollar denominated account held by Fairfield Acer Limited with The Royal Bank of Scotland designated as [REDACTED] with account number [REDACTED] and IBAN [REDACTED]
- 5 A GBP denominated account held by Fairfield Cedrus Limited with The Royal Bank of Scotland designated as [REDACTED] with account number [REDACTED] and sort code [REDACTED]
- 6 A US Dollar denominated account held by Fairfield Cedrus Limited with The Royal Bank of Scotland designated as [REDACTED] with account number [REDACTED] and IBAN [REDACTED]
- 7 A GBP denominated account held by Fairfield Energy Limited with The Royal Bank of Scotland designated as [REDACTED] with account number [REDACTED] and sort code [REDACTED]
- 8 A GBP denominated account held by Fairfield Energy Limited with BNP Paribas designated as [REDACTED] with account number [REDACTED] and IBAN [REDACTED]
- 9 A GBP denominated account held by Fairfield Acer Limited with Credit Suisse AG designated as [REDACTED] with account number [REDACTED] and IBAN [REDACTED]
- 10 A GBP denominated account held by Fairfield Acer Limited with Credit Suisse AG designated as [REDACTED] with account number [REDACTED] and IBAN [REDACTED]
- 11 A GBP denominated account held by Fairfield Acer Limited with Credit Suisse AG designated as [REDACTED] with account number [REDACTED] and IBAN [REDACTED]

Signatures

**EXECUTED AS A DEED by
FAIRFIELD ENERGY LIMITED**
acting by

)
)
)
)
)



Director

in the presence of

Signature of witness



Name of witness
(in **BLOCK CAPITALS**)

WILLIAM HEYWOOD


Address of witness

Civil: C. Meron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

EXECUTED AS A DEED by)
FAIRFIELD ENERGY NO 1 LIMITED)
acting by)
in the presence of)


Director

Signature of witness


Name of witness
(in **BLOCK CAPITALS**)

WILLIAM HEYWOOD

Address of witness

Civil Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

EXECUTED AS A DEED by
FAIRFIELD ENERGY HOLDINGS
LIMITED

acting by

in the presence of

)
)
)
)
)
)


Director

Signature of witness



Name of witness
(in **BLOCK CAPITALS**)

WILLIAM HEYWOOD

Address of witness

Civils Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

EXECUTED AS A DEED by
FAIRFIELD ACER LIMITED
acting by

)
)
)
)
)


Director

in the presence of

Signature of witness


Name of witness
(in BLOCK CAPITALS)

WILLIAM HEYWOOD
Address of witness

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

EXECUTED AS A DEED by
FAIRFIELD CEDRUS LIMITED
acting by

in the presence of

)
)
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)
)

[Redacted Signature]

Director

Signature of witness

[Redacted Signature]

Name of witness
(in **BLOCK CAPITALS**)

WILLIAM HEYWOOD

Address of witness

Civils Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

EXECUTED AS A DEED by
MCX DUNLIN (UK) LIMITED
acting by

in the presence of

)

)

)

)

Director

Michio Kawamata

Signature of witness

Name of witness
(in BLOCK CAPITALS)

TAKUMA NISHIMOTO

Address of witness

71 High Holborn

London WC1V 6BA.