



Registration of a Charge

Company name: **SAVANNAH PETROLEUM (UQUO) LIMITED**
Company number: **12292632**



Received for Electronic Filing: **20/11/2019**

Details of Charge

Date of creation: **14/11/2019**
Charge code: **1229 2632 0002**
Persons entitled: **GLAS TRUSTEES LIMITED**
Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12292632

Charge code: 1229 2632 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2019 and created by SAVANNAH PETROLEUM (UQUO) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2019 .

Given at Companies House, Cardiff on 21st November 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

SECURITY AGREEMENT

DATED 14 November 2019

BETWEEN

**the companies LISTED IN SCHEDULE 1
as Chargors**

and

**GLAS Trustees Limited
as Security Agent**

This Deed is entered into subject to the terms of the Intercreditor Agreement (as defined herein)

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 14 November 2019 and made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (Chargors) as chargors (the **Chargors**); and
- (2) **GLAS TRUSTEES LIMITED** (the **Security Agent**), a company incorporated in England and Wales, the registered office of which is 45 Ludgate Hill, London, EC4M 7JU, United Kingdom, as security trustee for the Secured Parties (as defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Intercreditor Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Account Bank means a bank with which a Restricted Account is maintained.

Act means the Law of Property Act 1925.

Assigned Relevant Contract means, in respect of a Chargor, any agreement, instrument or other document specified in Schedule 2 (Security Assets) under its name under the heading **Assigned Relevant Contracts**.

Authorisation means an authorisation, consent, approval, resolution, permit, licence, exemption, filing, notarisation or registration.

Enforcement Trigger means an Event of Default which has occurred and is continuing under any Debt Document and a notice of such Event of Default has been served in accordance with the provisions of any relevant Debt Documents or any similar or analogous process therewith.

Event of Default has the meaning given to that term in the Intercreditor Agreement.

Insurance Policy means in relation to a Chargor, any contract or policy of insurance (including all cover notes) of whatever nature which is from time to time taken out by or on behalf of it or (to the extent of its interest) in which it has an interest at any time.

Intercreditor Agreement means the agreement entered into between, among others, GLAS Trustees Limited as security agent for the Secured Parties (as defined therein), the Secured Parties (as defined therein) and SUGL on or around the date of this Deed.

NSIA means the Nigeria Sovereign Investment Authority.

NSIA Notes Purchase Agreement means the purchase agreement, with attached terms and conditions, entered into between, among others, SUGL and NSIA on or around the date of this Deed.

Obligor means a member of the Group.

Party means a party to this Deed.

Receivables means, in relation to a Chargor, all book and other debts of any nature, and all other rights to receive money (excluding bank accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

Receiver means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

Restricted Account means each bank account of a Chargor including, without limitation, each bank account specified in the table in Schedule 2 (*Security Assets*) and includes:

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred; and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes.

Secured Liabilities has the meaning given to the term Secured Obligations in the Intercreditor Agreement.

Secured Parties has the meaning given to that term in the Intercreditor Agreement.

Security Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Stubb Creek Holdco means Stubb Creek HoldCo Limited, a company incorporated in Jersey with registered number 128339 and having its registered address at 11 Bath Street, St Helier, Jersey JE4 8UT.

Stubb Creek Topco means Savannah Petroleum (Stubb Creek) Limited, a company incorporated in England and Wales with registered number 11309541 and having its registered address at 40 Bank Street, London, United Kingdom, E14 5NR.

SUGL means Seven Uquo Gas Limited, a company incorporated in Nigeria with registration number 659675.

UERL means Universal Energy Resources Limited, a company incorporated in Nigeria with registered company number 429120.

Uquo TopCo means Savannah Petroleum (Uquo) Jersey Ltd, a company incorporated in Jersey with registered number 130188.

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have the same meaning in this Deed, unless expressly defined in this Deed. If any provision of this Deed conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall prevail.
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Intercreditor Agreement shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (iii) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
 - (E) any cash or securities account maintained by any custodian or other entity, in each case, in respect of that share, stock, debenture, bond or other security or investment;
 - (iv) the term **this Security** means any Security created by this Deed; and
 - (v) an agreement, instrument or other document to which it is a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Debt Documents and of any other agreement or instrument between any Parties in relation to any Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any

freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (f) If the Security Agent considers that an amount paid to a Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Debt Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Debt Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor covenants to pay and discharge the Secured Liabilities (other than (i) the Promissory Note Debt Liabilities; and (ii) prior to the Pari Passu Debt Discharge Date, the Promissory Note Guarantee Liabilities) in the manner, and at the times, provided for in the applicable Debt Document.
- (b) The security created under this Deed shall not extend to or include any liability or sum which would otherwise cause any Security to be unlawful or prohibited by any applicable law (including, without limitation, any applicable financial assistance laws).
- (c) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (d) If the rights of a Chargor under a document cannot be secured without the consent or waiver of a party to that document or satisfaction of some other condition:
 - (i) that Chargor shall notify the Security Agent promptly;
 - (ii) this Security shall constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that document but exclude that Chargor's

other rights under the document until that Chargor obtains the required consent or waiver or satisfies the relevant condition;

(iii) unless the Security Agent otherwise requires, that Chargor shall use its reasonable endeavours to obtain the required consent or waiver or satisfy the relevant condition; and

(iv) if that Chargor obtains the required consent or waiver or satisfies the relevant condition:

(A) that Chargor shall notify the Security Agent promptly; and

(B) all of that Chargor's rights under the document shall immediately be secured in accordance with this Deed.

(e) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Land

(a) Each Chargor charges:

(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Real Property**; and

(ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

(b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

(i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor:

(a) mortgages by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee, trustee, custodian or clearance system on its behalf; and

(b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (Land), each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Restricted Account, any amount standing to the credit of that account and the debt represented by that account.

2.6 Insurance Policies

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of its Insurance Policies.
- (b) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest from time to time in respect of its Insurance Policy and any sums payable to it pursuant to those policies.

2.7 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of each Assigned Relevant Contract to which it is a party.
- (b) Subject to paragraph (c) below, each Chargor charges by way of a first fixed charge all of its rights in respect of any agreement, instrument, letter of credit, bill of exchange or other negotiable instrument or other document to which it is a party, including the agreements, instruments and other documents (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Charged Relevant Contracts**.
- (c) Paragraph (b) above does not apply to any agreement, instrument or other document to which a Chargor is a party that is subject to any fixed security created under any other term of this Clause 2.

2.8 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Specific Intellectual Property Rights**;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c) above.

2.9 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;
- (e) its uncalled capital; and
- (f) the benefit of all rights in relation to any item in paragraphs (a) to (e) above.

2.10 Floating charge

- (a) Each Chargor charges by way of a first floating charge all of its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause 2.10 into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Enforcement Trigger has occurred; or
 - (ii) the Security Agent, acting in accordance with the instructions of the Instructing Group, considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.10 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.10 shall (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed, or the Security Agent receives notice of an intention to appoint an administrator, in respect of that Chargor.
- (e) The floating charge created by this Clause 2.10 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. REPRESENTATIONS AND WARRANTIES – GENERAL

3.1 Nature of security

Each Chargor represents and warrants to each Secured Party that this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

3.2 Times for making representations

- (a) Unless specifically expressed otherwise, the representations and warranties in this Deed (including in this Clause 3) are made by each Chargor on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, the representations and warranties under this Deed are deemed to be made by each Chargor by reference to the facts and circumstances then existing on each six month anniversary of the date of this Deed during the Security Period.

4. RESTRICTIONS ON DEALINGS

No Chargor shall:

- (a) create or permit to subsist any Security over any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset,

except as permitted or not prohibited under the Debt Documents or this Deed.

5. LAND

5.1 General

In this Clause 5 **Mortgaged Property** means all freehold or leasehold property included in the definition of Security Asset and, where the context so requires, includes any buildings on that property.

5.2 Compliance with leases

Each Chargor shall:

- (a) exercise its rights and comply with its obligations under each lease comprised in its Mortgaged Property in a proper and timely manner; and
- (b) not do or allow to be done any act as a result of which any lease comprised in its Mortgaged Property may become liable to forfeiture or otherwise be terminated.

5.3 Maintenance

Each Chargor shall ensure that all buildings, plant, machinery, fixtures and fittings on its Mortgaged Property are in and are maintained in good and substantial repair, and in good working order.

5.4 Notices

Each Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public, local or other authority with respect to its Mortgaged Property (or any part of it):

- (a) deliver a copy to the Security Agent; and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

5.5 Power to remedy

- (a) If a Chargor fails to perform any obligations under the Debt Documents affecting its Mortgaged Property, that Chargor shall allow the Security Agent or any of its agents and contractors:
 - (i) to enter any part of its Mortgaged Property;
 - (ii) to comply with or object to any notice served on that Chargor in respect of its Mortgaged Property; and
 - (iii) to take any action that the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such obligation or to comply with or object to any such notice.
- (b) The relevant Chargor shall, promptly on request by the Security Agent, pay the costs and expenses of the Security Agent and its agents and contractors incurred in connection with any action taken by it under this Clause 5.
- (c) No Secured Party is obliged to account as mortgagee in possession as a result of any action taken under this Clause 5.

5.6 Insurance

- (a) Each Chargor shall:
 - (i) perform all of its obligations under its Insurance Policies in a diligent and timely manner;
 - (ii) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Assigned Relevant Contracts/Insurance Policies), on each counterparty, insurer or broker under its Insurance Policies; and
 - (iii) use its reasonable endeavours to procure that the addressees of the notices described in paragraph (ii) above acknowledge that notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Assigned Relevant Contracts/Insurance Policies) (provided that if the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement for a period of 30 Business Days following the request of such acknowledgement, then the relevant Chargor shall no longer be required to obtain such acknowledgement).
- (b) Except as permitted or not prohibited under the Debt Documents, each Chargor must not make or agree any material amendments to the Insurance Policies, waive any of its material

rights under such policies or agreements or exercise any right to terminate any Insurance Policy, except with the prior consent of the Security Agent (not to be unreasonably withheld).

5.7 Leases

No Chargor shall grant or agree to grant (whether in exercise of any statutory power or otherwise) any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property (except as permitted or not prohibited under the relevant Debt Documents).

5.8 Acquisitions

- (a) If a Chargor acquires any freehold or leasehold property after the date of this Deed it shall:
- (i) promptly notify the Security Agent;
 - (ii) promptly on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require;
 - (iii) if the title to that freehold or leasehold property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of this Security; and
 - (iv) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at HM Land Registry.
- (b) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over that lease, that Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. That Chargor shall use its reasonable endeavours to obtain the landlord's consent (provided that if the relevant Chargor has used its reasonable endeavours to obtain such consent or waiver for a period of 30 Business Days following the relevant application for such consent or waiver, then the relevant Chargor shall no longer be required to use its reasonable endeavours to obtain such consent or waiver).

5.9 Compliance with applicable laws and regulations

Each Chargor shall perform all its obligations under any law or regulation in any way related to or affecting its Mortgaged Property.

5.10 HM Land Registry

- (a) Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:
- "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".
- (b) If the title to any of its Mortgaged Property is not registered at HM Land Registry, each Chargor shall ensure that no person (other than itself) shall be registered under the Land

Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Agent.

- (c) Whether or not the title to any of its Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against its title to any Mortgaged Property, each Chargor shall within 5 Business Days of request provide the Security Agent with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Security Agreement, that Chargor shall as soon as reasonably practicable and at its own expense take such steps as the Security Agent may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5.11 Deposit of title deeds

Each Chargor shall deposit with the Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and HM Land Registry search certificates and similar documents received by it or on its behalf.

6. INVESTMENTS

6.1 General

In this Clause 6:

Investments means:

- (a) the Shares; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments which are Security Assets.

Shares means:

- (a) in respect of Savannah Petroleum Nigeria Limited, the shares it owns in Savannah Petroleum (Uquo) Limited, Uquo TopCo, Stubb Creek Topco, SUGL and UERL;
- (b) in respect of Uquo TopCo, the shares it owns in Savannah Petroleum (Uquo) Limited;
- (c) in respect of Savannah Petroleum (Uquo) Limited, the shares it owns in Seven Energy (BVI) Limited;
- (d) in respect of Seven Energy (BVI) Limited, the shares it owns in SUGL;
- (e) in respect of Stubb Creek Topco, the shares it owns in Stubb Creek Holdco; and
- (f) in respect of Stubb Creek Holdco, the shares it owns in UERL.

6.2 Deposit

Each Chargor shall promptly:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments; and

- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of, or otherwise obtain a legal title to, any of its Investments.

6.3 Changes to rights

Except as permitted or not prohibited under the relevant Debt Documents, no Chargor shall take any action or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares in Savannah Petroleum (Uquo) Limited, Stubb Creek Topco, Seven Energy (BVI) Limited, Stubb Creek Holdco, SUGL, Uquo TopCo and/or UERL (as applicable) being issued.

6.4 Other obligations in respect of Investments

- (a) Each Chargor shall promptly send to the Security Agent a copy of, and comply with, all requests for information which are within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document or which are made by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Investment.

6.5 Voting rights and dividends

- (a) Before this Security becomes enforceable:
 - (i) each Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of its Investments; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments shall be paid directly to that Chargor.
- (b) After this Security has become enforceable:
 - (i) the Security Agent may exercise (or refrain from exercising), in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor, any voting rights and any other rights or powers which may be

exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and

- (ii) if any Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of any of its Investments.

6.6 Clearance systems

Following the occurrence of an Enforcement Trigger, each Chargor shall, if requested by the Security Agent, instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system.

6.7 Custodian arrangements

Each Chargor shall:

- (a) promptly give notice of this Security to any custodian or other entity in respect of any Investment held for it by that custodian or other entity in a form the Security Agent may require; and
- (b) use its reasonable endeavours to ensure that the custodian or other entity acknowledges that notice in a form the Security Agent may require.

7. RESTRICTED CREDIT BALANCES

7.1 Withdrawals

Once this Security has become enforceable and upon written notice being given by the Security Agent to a Chargor, no Chargor shall receive, withdraw or otherwise transfer any moneys (including interest) standing to the credit of any Restricted Account.

7.2 Notices of charge

Each Chargor shall:

- (a) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Account Bank) on each Account Bank; and
- (b) use its reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Account Bank) (provided that if the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement for a period of 30 Business Days following the relevant request for such acknowledgement, then the relevant Chargor shall no longer be required to obtain such acknowledgements).

7.3 Collection of Receivables

Each Chargor shall collect and realise all its Receivables and, promptly upon receipt, pay all money so collected into a Restricted Account. It shall, pending such payment, hold all moneys so received upon trust for the Security Agent.

7.4 No Derogation

Except as permitted or not prohibited under the relevant Debt Documents, no Chargor shall purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery.

8. INTELLECTUAL PROPERTY

8.1 General

In this Clause 8 **Intellectual Property Rights** means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not, and which are Security Assets.

8.2 Preservation

Each Chargor shall:

- (a) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Rights; and
- (b) if requested to do so by the Security Agent, make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

9. RELEVANT CONTRACTS

9.1 General

In this Clause 9 **Relevant Contract** means:

- (a) any Assigned Relevant Contract;
- (b) any agreement, instrument or other document specified in Schedule 2 (Security Assets) under the heading **Charged Relevant Contracts**; and
- (c) any other agreement, instrument or other document to which a Chargor is a party and which the Security Agent and the relevant Chargor has designated in writing a Relevant Contract.

9.2 Preservation

No Chargor shall, without the prior consent of the Security Agent or unless permitted by or not prohibited under the terms of the Debt Documents:

- (a) amend or waive any term of, or terminate, any Relevant Contract to which it is a party; or
- (b) take any action which might jeopardise the existence or enforceability of any such Relevant Contract,

in each case, in a manner which would materially prejudice the interests of the Secured Parties.

9.3 Other undertakings

Each Chargor shall:

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each Relevant Contract to which it is a party; and
- (b) supply the Security Agent and any Receiver with copies of each such Relevant Contract and any information and documentation relating to any such Relevant Contract reasonably requested by the Security Agent or any Receiver.

9.4 Notices of assignment/charge

Each Chargor shall:

- (a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Assigned Relevant Contracts/Insurance Policies), on each counterparty to an Assigned Relevant Contract to which it is a party;
- (b) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Assigned Relevant Contracts/Insurance Policies) (provided that if the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement for a period of 30 Business Days following the request of such acknowledgement, then the relevant Chargor shall no longer be required to obtain such acknowledgement);
- (c) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 5 (Forms of letter for Relevant Contracts other than Assigned Relevant Contracts), on each counterparty to a Relevant Contract to which it is a party that is not an Assigned Relevant Contract; and
- (d) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (Forms of letter for Relevant Contracts other than Assigned Relevant Contracts) (provided that if the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement for a period of 30 Business Days following the request of such acknowledgement, then the relevant Chargor shall no longer be required to obtain such acknowledgement).

10. PEOPLE WITH SIGNIFICANT CONTROL (PSC) REGIME

10.1 Definitions

In this Clause 10:

Act means the Companies Act 2006; and

Security Interest means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

10.2 Undertakings relating to the PSC regime

Each Chargor must:

- (a) comply on time with any notice it receives under Part 21A of the Act from any company incorporated in the United Kingdom whose shares are subject to any Security Interest created under this Deed; and
- (b) promptly provide the Security Agent with a copy of that notice.

10.3 Representations relating to the PSC regime

- (a) Each Chargor represents on the date of this Deed that, in respect of each company incorporated in the United Kingdom whose shares are subject to any Security Interest created under any Security Document (and in each case, to the extent required by law):
 - (i) it has complied on time with any notice it has received under Part 21A of the Act from that company; and
 - (ii) it has not received any "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Act) in respect of those shares.
- (b) Each Chargor incorporated in the United Kingdom represents on the date of this Deed that the copy of the "PSC Register" (within the meaning of section 790(C)(10) of the Act) of that company included in Schedule 6 (PSC Register) is correct, complete and has not been amended or superseded.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Enforcement Trigger

This Security shall become immediately enforceable upon and at any time after the occurrence of an Enforcement Trigger.

11.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Intercreditor Agreement.

11.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, shall be immediately exercisable at any time after this Security has become enforceable.

12. ENFORCEMENT OF SECURITY

12.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

12.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

12.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or their agents need enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Debt Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

12.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor).

- (b) Each Chargor shall pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 Contingencies

If this Security is enforced at a time when no amount is due under the Debt Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

12.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- (b) Where any financial collateral is appropriated:

- (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
- (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (iii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it,

and each Secured Party shall give credit for the proportion of the value of the financial collateral appropriated to its use.

12.8 Applying credit balances

The Security Agent may at any time after this Security has become enforceable require the Account Bank in respect of a Restricted Account to pay any moneys (including interest) standing to the credit of that Restricted Account to the Security Agent or as the Security Agent may direct and the Security Agent may apply all or any part of those moneys against all or any part of the Secured Liabilities.

13. RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Security Agent in writing at any time.

- (b) Any appointment under paragraph (a) above shall be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent shall not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

13.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act shall not apply.

13.4 Agent of each Chargor

A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor shall be responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

13.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

14. POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) (including an administrative receiver) under the Act and the Insolvency Act 1986.

- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

14.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner it thinks fit.

14.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

14.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which it thinks fit.

14.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

14.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which it thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which it thinks fit (including the payment of money to a lessee or tenant on a surrender).

14.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

14.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit.

14.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

14.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

14.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

14.13 Lending

A Receiver may lend money or advance credit to any person.

14.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation or other works; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as it thinks fit.

14.15 Other powers

A Receiver may:

- (a) do all other acts and things which it may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security shall be held by the Security Agent and applied in the following order of priority:

- (a) in or towards payment of or provision for the Secured Liabilities in accordance with the terms of the Intercreditor Agreement; and

- (b) in payment of the surplus (if any) to any Chargor or other person entitled to it.

This Clause 15 is subject to the payment of any claims having priority over this Security.
This Clause 15 does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

16. EXPENSES AND INDEMNITY

Each Chargor will also, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, within three Business Days of the Security Agent's written demand from time to time, reimburse or pay to the Security Agent, its employees or agents, and any nominee on demand (each, an **Indemnified Party**), on the basis of a full indemnity, the amount of all liabilities incurred by any Indemnified Party in connection with:

- (a) any default or delay by such Chargor in the performance of any of its obligations under this Deed;
- (b) the exercise, or the attempted or purported exercise, by or on behalf of the Security Agent or any of its powers or any other action taken by or on behalf of the Security Agent with a view to or in connection with the recovery of the Secured Liabilities, the enforcement of the security constituted by this Deed or for any other purpose contemplated by this Deed; and
- (c) the carrying out or consideration of any other act or matter which the Security Agent may consider to be conducive after the occurrence of an Enforcement Trigger to the preservation, improvement or benefit of any Security Asset,

except in the case of gross negligence or wilful default on the part of such Indemnified Party (as finally judicially determined).

The Contracts (Rights of Third Parties) Act 1999 applies to this Clause 16 (Expenses and indemnity) for the benefit of each Indemnified Party.

17. DELEGATION

17.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Deed.

17.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may think fit.

17.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or will be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any delegate or sub-delegate.

18. FURTHER ASSURANCES

- (a) Each Chargor shall promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
- (i) creating, perfecting, protecting or maintaining any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes (without limitation):
- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Security Agent, its nominee or any other person; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

19. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney may, in its absolute discretion, deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 19.

20. PRESERVATION OF SECURITY

20.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

20.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 20, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Party):

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment of any Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other document or security;
- (f) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Debt Document or any other document or security; or
- (g) any insolvency, resolution or similar proceedings.

20.3 Chargor intent

- (a) Without prejudice to the generality of Clause 20.2 (Waiver of defences), each Chargor acknowledges that the Debt Documents may from time to time be amended.
- (b) Each Chargor confirms its intention that:
 - (i) any amendment to a Debt Document is within the scope of the Secured Liabilities and this Security; and
 - (ii) the Secured Liabilities and this Security extend to any amount payable by the Chargor under or in connection with a Debt Document as amended.
- (c) Each Chargor agrees that the confirmations in paragraph (b) above apply regardless of:
 - (i) why or how a Debt Document is amended (including the extent of the amendment and any change in or addition to the parties);
 - (ii) whether any amount payable by an Obligor under or in connection with the amended Debt Document in any way relates to any amount that would or may have been payable had the amendment not taken place;
 - (iii) the extent to which the Chargor's liability under this Deed (whether present or future, actual or contingent), or any right it may have as a result of entering into or performing its obligations under this Deed, changes or may change as a result of the amendment; and
 - (iv) whether the Chargor was aware of or consented to the amendment.

20.4 Immediate recourse

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

20.5 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or trustee or agent) in respect of the Secured Liabilities or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

20.6 Deferral of Chargor's rights

Unless the Security Period has expired or the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other person who has provided security or a guarantee in respect of any Obligor's obligations under the Debt Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Chargor has granted security under this Deed;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with the terms of this Deed.

20.7 Additional Security

- (a) This Security is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge with this Security.

21. MISCELLANEOUS

21.1 Continuing Security

This Security is a continuing security and shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

21.2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with a Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

21.3 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit shall automatically be renewed for any further maturity which that Secured Party considers appropriate.

21.4 Notice to Chargor

This Deed constitutes notice in writing to each Chargor of any charge or assignment by way of security that may at any time be created or made under any Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member of the Group is a party.

21.5 Certificate Conclusive

Any certificate or determination by the Security Agent as to:

- (a) the amount of all or part of the Secured Liabilities; and
- (b) the amount of its costs and expenses for the purpose of Clause 16 (Expenses and indemnity),

is, in the absence of manifest error, conclusive.

21.6 Payments by Chargors

- (a) All payments to be made by a Chargor under this Deed will be made without any withholding, set-off, cross-claim or other deduction of any kind.
- (b) If a Chargor is required by any applicable law to deduct any amount (whether on account of tax or otherwise) from any payment under this Deed, it must pay any additional amount that is necessary to ensure that the Security Agent receives an amount equal to the original payment before any deduction.

22. RELEASE

At the end of the Security Period, the Security Agent shall, at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security.

23. NOTICES

Communications under this Deed shall be made in accordance with Clause 25 (Notices) of the Intercreditor Agreement.

24. SERVICE OF PROCESS

The appointment and operation of the service of process agent under this Deed shall be made in accordance with Clause 30.2 (Service of process) of the Intercreditor Agreement.

25. COUNTERPARTS

This Deed may be executed in any number of counterparts (each of which shall constitute an original), and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

26. GOVERNING LAW

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

27. ENFORCEMENT

27.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, to the extent allowed by law:
 - (i) no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and

- (ii) the Secured Parties may take concurrent proceedings in any number of jurisdictions.

27.2 Waiver of immunity

Each Chargor irrevocably and unconditionally:

- (a) waives all rights of immunity to which it or its assets may be entitled;
- (b) agrees not to claim any immunity from:
 - (i) proceedings brought in any jurisdiction against it or its assets by a Secured Party in relation to a Dispute;
 - (ii) recognition or enforcement in any jurisdiction of any judgment or order given in relation to a Dispute; or
 - (iii) execution, attachment or other legal process in any jurisdiction against it or its assets in relation to a Dispute,and, in each case, to ensure that no such claim is made on its behalf;
- (c) submits to the jurisdiction of any court in relation to the recognition of any judgment or order given in relation to a Dispute; and
- (d) consents generally to the enforcement in any jurisdiction of any judgment or order given in relation to a Dispute and the giving of any relief in any jurisdiction, whether before or after final judgment, including, without limitation:
 - (i) relief by way of interim or final injunction or order for specific performance or recovery of any assets; and
 - (ii) execution, attachment or other legal process against any assets (irrespective of their use or intended use).

28. CONTRACTUAL RECOGNITION OF BAIL-IN

28.1 Definitions

In this Clause 28:

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to the United Kingdom (to the extent that the United Kingdom is not an EEA Member Country which has implemented or implements, Article 55 BRRD), Part 1 of the United Kingdom's Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing

banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings); and

- (c) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Write-down and Conversion Powers means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and
- (b) in relation to the United Kingdom's Bail-In Legislation or any other applicable Bail-In Legislation:
 - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right has been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
 - (ii) any similar or analogous powers under that Bail-In Legislation.

28.2 Contractual recognition of bail-in

Notwithstanding any other term of any Debt Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Debt Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

a variation of any term of any Debt Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

This Deed has been executed as a deed and delivered by each Chargor on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name	Registered No.	Jurisdiction of Incorporation	Address
Savannah Petroleum Nigeria Limited	11290084	England & Wales	40 Bank Street, London, United Kingdom, E14 5NR
Seven Energy (BVI) Limited	1032686	British Virgin Islands	PO Box 71, Road Town, Tortola, British Virgin Islands
Savannah Petroleum (Stubb Creek) Limited	11309541	England & Wales	40 Bank Street, London, United Kingdom, E14 5NR
Stubb Creek Holdco Limited	128339	Jersey	11 Bath Street, St Helier, Jersey JE4 8UT
Savannah Petroleum (Uquo) Limited	12292632	England & Wales	C/O Hackwood Secretaries Limited, One Silk Street, London, United Kingdom, EC2Y 8HQ
Savannah Petroleum (Uquo) Jersey Limited	130188	Jersey	11 Bath Street, St Helier, Jersey, JE4 8UT

SCHEDULE 2
SECURITY ASSETS

REAL PROPERTY

Chargor	Description of Property
N/A	N/A

ASSIGNED RELEVANT CONTRACTS

Chargor	Description of Investments
N/A	N/A

CHARGED RELEVANT CONTRACTS

Chargor	Description of Relevant Contracts
N/A	N/A

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Chargor	Description of Specific Intellectual Property Rights
N/A	N/A

SCHEDULE 3

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: [Security Agent] (as Security Agent)

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of the account maintained by us with you (Account no. [] sort code []) (the **Restricted Account**), any amount standing to the credit of that account and the debt represented by that account.

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Restricted Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to the Restricted Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of the Restricted Account to the order of the Security Agent; and
- (d) pay or release any sum standing to the credit of the Restricted Account in accordance with the written instructions of the Security Agent.

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at 45 Ludgate Hill, London EC4M 7JU with a copy to us.

Yours faithfully

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

We confirm receipt from [] (the Chargor) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to its account with us (Account no. [], sort code []) (the Restricted Account), any amount standing to the credit of that account and the debt represented by that account.

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 the Restricted Account; and
- (c) have neither claimed nor exercised any security interest, set-off, counter-claim or other right in respect of the Restricted Account.

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]

[By countersigning this letter the Security Agent agrees to the Account Bank paying all accrued interest on each Restricted Account to the Chargor in accordance with its normal business terms.

Yours faithfully

.....
(Authorised signatory)

[Security Agent] (as Security Agent)]

SCHEDULE 4

FORMS OF LETTER FOR ASSIGNED RELEVANT CONTRACTS/INSURANCE POLICIES

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) all our rights in respect of [insert details of Contract/Insurance Policy] (the Contract).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to make payments and send communications under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments shall be made and all communications shall be sent, to the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without its prior consent or unless permitted by or not prohibited under by the terms of the Debt Documents (as defined in the Security Agreement).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

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

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Security Agent at 45 Ludgate Hill, London EC4M 7JU, with a copy to us.

Yours faithfully

.....
(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

We confirm receipt from [] (the Chargor) of a notice dated [] of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract/Insurance Policy] (the Contract).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) will make payments and send communications under the Contract as directed in that notice.

We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right.

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

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SCHEDULE 5

FORMS OF LETTER FOR RELEVANT CONTRACTS OTHER THAN ASSIGNED RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) all our rights in respect of [insert details of Contract] (the Contract).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to make payments and send communications under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments shall be made and all communications shall be sent, to the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without the prior consent of the Security Agent or unless permitted by or not prohibited under by the terms of the Debt Documents (as defined in the Security Agreement).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

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

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Security Agent at 45 Ludgate Hill, London EC4M 7JU, with a copy to us.

Yours faithfully

.....
(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) will make payments and send communications under the Contract as directed in that notice.

We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.

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

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SCHEDULE 6
PSC REGISTER

SAVANNAH PETROLEUM NIGERIA LIMITED

Register of People with Significant Control

"PSC Register"

Company Number
11290084

Date
05/11/2019

Name Registered or Principal Office	SAVANNAH PETROLEUM PLC 40 BANK STREET, LONDON, E14 5NR, ENGLAND	Date Registrable Date first entered on Register Date Ceased	04/04/2018 04/04/2018
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Legal Form Governing Law Registration Number If applicable, where the company/firm is registered Additional Registrations	Public Limited Company United Kingdom (England and Wales) 09115262 Companies House
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Nature of Control

As Registrable Relevant Legal Entity	
Date From	Specified Condition
04/04/2018	The person holds, directly or indirectly, 75% or more of the shares in the company
04/04/2018	The person holds, directly or indirectly, 75% or more of the voting rights in the company
04/04/2018	The person holds the right, directly or indirectly, to appoint or remove a majority of the board of directors

Date 05/11/2019

Registered Office: 40 BANK STREET, LONDON, E14 5NR, UNITED KINGDOM

SAVANNAH PETROLEUM (STUBB CREEK) LIMITED

Company Number
11309541

Register of People with Significant Control
"PSC Register"

Date
05/11/2019

Name	MUHAMMADU DIKKO LADAN	Date Registrable	03/07/2018
Service Address	FIRST FLOOR, BLOCK A, POST SQUARE 98, ADEOLA ODEKU, VICTORIA ISLAND, LAGOS, NIGERIA	Date first entered on Register	03/07/2018
Usual Residential Address		Date Ceased	

Date of Birth	
Nationality	NIGERIAN
Country/State of Residence	NIGERIA
s790ZF Applies	No

Nature of Control

As Registrable Person	
Date From	Specified Condition
03/07/2018	The person holds, directly or indirectly, 75% or more of the shares in the company
03/07/2018	The person holds, directly or indirectly, 75% or more of the voting rights in the company

Date 05/11/2019

Registered Office: 40 BANK STREET, LONDON, E14 5NR, UNITED KINGDOM

Page 1

Savannah Petroleum (Uquo) Limited

Register of People with Significant Control

"PSC Register"

Date
14/11/19

Company Number
12292632

Name Registered or Principal Office	Savannah Petroleum Nigeria Limited 40 Bank Street, London, United Kingdom, E14 5NR	Date Registrable Date first entered on Register Date Ceased	14/11/19 14/11/19
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Legal Form Governing Law Registration Number If applicable, where the company/firm is registered Additional Registrations	Limited by Shares United Kingdom (England and Wales) 11290084 Companies House
--	--

Nature of Control

As Registrable Relevant Legal Entity	
Date From	Specified Condition
14/11/19	The person holds, directly or indirectly, 75% or more of the shares in the company
14/11/19	The person holds, directly or indirectly, 75% or more of the voting rights in the company
14/11/19	The person holds the right, directly or indirectly, to appoint or remove a majority of the board of directors

SIGNATORIES

Chargors

EXECUTED AS A DEED by
SAVANNAH PETROLEUM NIGERIA LIMITED
acting by

)
)
)
.....
Director

In the presence of:

Witness's signature:

Name: JACK WINFIELD

Address: 99 BISHOPSGATE, LONDON, EC2M 3KF

EXECUTED AS A DEED by
SEVEN ENERGY (BVI) LIMITED
acting by

)
)
).....
Director

In the presence of:

Witness's signature:
.....

Name:*Josanne Harper*.....

Address:*One Silk Street, London EC2Y 8HQ*.....

EXECUTED AS A DEED by
SAVANNAH PETROLEUM (STUBB CREEK) LIMITED
acting by

)
)
)
.....
Director

In the presence of:

Witness's signature:

Name:

JACK WINFIELD

Address:

99 BISHOPSGATE, LONDON, EC4M 3JF

Signed as a deed by **STUBB CREEK HOLDCO LIMITED**, a company incorporated in JERSEY,
byChristopher Thomas.....

being a person who, in accordance with the laws of that territory, is acting under the authority of the
company

.....
[Redacted Signature].....

Authorised Signatory

EXECUTED AS A DEED by
SAVANNAH PETROLEUM (UQUO) LIMITED
acting by

)
)
).....
Director

In the presence of:

Witness's signature:

Name: *Josanne Harper*

Address: *One Silk Street, London EC2Y 8HQ*

Signed as a deed by **SAVANNAH PETROLUEM (UQUO) JERSEY LIMITED**, a company
incorporated in JERSEY, by*Christopher Thomas*.....,

being a person who, in accordance with the laws of that territory, is acting under the authority of the
company

.....
.....

Authorised Signatory

Security Agent

Executed as a deed by **GLAS TRUSTEES LIMITED**

acting by **PAUL CATTERMOLE**
~~AUTHORISED SIGNATORY~~ an authorised signatory

in the presence of:

Authorised signatory

Witness:

Name:

MARK JACKSON
TRANSACTION MANAGER

Address:

Occupation:

45 Ludgate Hill
London EC4M 7JU