

# MG01

## Particulars of a mortgage or charge



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LASERFORM

518668/13

### A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



#### What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



#### What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

THURSDAY



A09 \*ALD57MOU\* 275  
19/08/2010  
COMPANIES HOUSE

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### Company details

Company number

03337437

Company name in full

Dana Petroleum (BVUK) Limited (the "Company")

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 \*

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### Date of creation of charge

Date of creation

01/08/2010

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### Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A floating charge dated 11 August 2010 made between the Company and the Security Trustee (as defined below) (the "Floating Charge")

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All monies and all obligations and liabilities now or hereafter due, owing or incurred by any Obligor to any Finance Party 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 a Finance Party 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 (the "**Secured Liabilities**")

Terms not defined in this Form MG01 shall have the meaning given to them in the attached continuation sheet

#### Continuation page

Please use a continuation page if you need to enter more details

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name Bank of Scotland plc (the "Security Trustee")

Address Level 1 Citymark, 150 Fountainbridge

Edinburgh, Scotland

Postcode E H 3 9 P E

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars See attached continuation sheet

# MG01

## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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### Signature

Please sign the form here

Signature

Signature

X

Herbert Smith LLP

X

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

# MG01

## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Heather Woodward

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX

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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### 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.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Short particulars of all property charged:**

**1. FLOATING CHARGE**

- 1 1 The Company charges to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the 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
- 1 2 The Floating Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- 1 3 Without prejudice to Clause 1 2 above, the Security Trustee reserves its rights to appoint an administrative receiver on and following the Enforcement Date in accordance with sections 72B to H (inclusive) of the Insolvency Act 1986

**2. AUTOMATIC CRYSTALLISATION OF FLOATING CHARGE**

Notwithstanding anything express or implied in the Floating Charge, and without prejudice to any law which may have similar effect, if

- 2 1 the 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 Security Trustee, or
- 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets, to the extent that such levies or attempts to levy would constitute an Event of Default under the Credit Agreement, or
- 2 3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of the Company, to the extent that such resolution or order would constitute an Event of Default under the Credit Agreement, or

- 2 4 an Administrator is appointed or any step intended to result in such appointment is taken,

then the Floating Charge will automatically (without notice) be converted into a fixed charge as regards Charged Assets

**3. CRYSTALLISATION ON NOTICE OF FLOATING CHARGE**

Notwithstanding anything express or implied in the Floating Charge, the Security Trustee may at any time

- 3 1 on or after the Enforcement Date, or

- 3 2 if the Security Trustee 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 (to the extent that such seizure or sale would constitute an Event of Default under the Credit Agreement), or are otherwise in jeopardy or the Security Trustee 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 the Company (to the extent that such petition for winding-up would constitute an Event of Default under the Credit Agreement),

by giving notice in writing to that effect to the Company convert the Floating Charge created by

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>paragraph 1 1 above into a fixed charge as regards any assets specified in such notice The conversion shall take effect immediately upon the giving of the notice</p> <p><b>4. RECONVERSION</b></p> <p>The Security Trustee may, at any time following crystallisation of the floating charge, under the Credit Agreement, by notice in writing to the Company, reconvert with immediate effect, any fixed charge arising on such crystallisation, specified in the notice, into a floating charge so that the Charged Assets shall again become subject to a floating charge</p> <p><b>5. FURTHER ASSURANCE</b></p> <p>The Company must promptly upon request by the Security Trustee execute (in such form as the Security Trustee may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may reasonably require for</p> <p>5 1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by the Floating Charge,</p> <p>5 2 conferring upon the Security Trustee such floating security (but not any other form of security) as it may require over the assets of the Company outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets,</p> <p>5 3 facilitating the realisation of all or any part of the assets of the Company, and</p> <p>5 4 exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to the Floating Charge or by law</p> <p><b>6. NEGATIVE PLEDGE</b></p> <p>The Company undertook to the Security Trustee with respect to the Charged Assets that it shall not, without the prior consent in writing of the Security Trustee, create or attempt to create or permit to subsist or arise any Security (other than a Permitted Security) on, over or affecting the Charged Assets or any part of them</p> <p><b>7. DISPOSALS</b></p> <p>The Company undertook to the Security Trustee with respect to the Charged Assets that 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 permitted by the Credit Agreement and for these purposes the term "<b>disposal</b>" 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</p> <p><b>DEFINITIONS AND INTERPRETATIONS</b></p>	

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Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The terms used in this Form MG01 and the attached continuation sheets should have the meaning set out below

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

**"Charged Assets"** means the property charged pursuant to the Floating Charge

**"Credit Agreement"** means the up to US \$900,000,000 term and revolving credit facility agreement dated 15 July 2010 between, among others, the Company and the Security Trustee

**"Enforcement Date"** means the date on which a notice is issued pursuant to the Credit Agreement following the occurrence of an Event of Default

**"Event of Default"** has the meaning given to it in the Credit Agreement

**"Finance Document"** means

- (A) the Credit Agreement,
- (B) any Security Document,
- (C) any fee letter,
- (D) any secured hedging agreement with exceptions set out in the Credit Agreement,
- (E) any transfer certificate,
- (F) any assignment agreement,
- (G) any accession letter,
- (H) any hedging accession agreement,
- (I) any collection accounts agreement,
- (J) the mandate letter, and
- (K) any other document designated as such by the Company and the facility agent

**"Finance Party"** has the meaning given to it in the Credit Agreement and includes the Security Trustee and other banks that are party to the Credit Agreement

**"Initial Floating Charge"** has the meaning given to it in the Credit Agreement

**"Initial Share Charge"** has the meaning given to it in the Credit Agreement

**"Obligor"** has the meaning given to it in the Credit Agreement and includes the Company and certain other subsidiaries of Dana Petroleum plc

**"Permitted Security"** means any Security permitted under the terms of the Credit Agreement

**"Receiver"** means any person appointed by the Security Trustee to be a receiver or receiver and

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>manager or administrative receiver of any property subject to the security created by the Floating Charge</p> <p><b>"Security Document"</b> means</p> <p>(A) each document entered into pursuant to which Security over the share capital of each Obligor is granted to the Finance Parties or, as the case may be, the Security Trustee (in its capacity as such) (excluding the Company and Dana Petroleum (Jersey) Limited) including each Initial Share Charge,</p> <p>(B) each document entered into pursuant to which Security is granted by any Obligor over that Obligor's assets to the Finance Parties or, as the case may be, the Security Trustee (in its capacity as such) including each Initial Floating Charge,</p> <p>(C) each other document evidencing or creating any Security in favour of the Finance Parties (or, as the case may be, the Security Trustee (in its capacity as such)) for, or in respect of, the liabilities and obligations of any Obligor under this Agreement or any other Finance Documents, and</p> <p>(D) each other document designated as such by the Facility Agent and the Company</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3337437  
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 11  
AUGUST 2010 AND CREATED BY DANA PETROLEUM (BVUK)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 AUGUST  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 AUGUST 2010

*Ray*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES