

MG01

Particulars of a mortgage or charge



518671/13

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 Scottish company. To do this, please use form MG01s

THURSDAY



A09

ALD5XMOK

19/08/2010

249

COMPANIES HOUSE

1

Company details

Company number

0 3 3 3 7 4 3 7

Company name in full

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

18

For official use



Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d1 m0 m8 y2 y0 y1 y0

3

Description

Description

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

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

4

Amount secured

Amount secured

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

The Company shall on demand pay to the Security Trustee all monies and discharge 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 meanings given to them in the attached continuation sheet

Continuation page

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

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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 (as 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****7 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

8 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)

9 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

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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 xHeather Woodward

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode

E	C	2	A		2	H	S
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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:

- ☐ [x] The company name and number match the information held on the public Register
- ☐ [x] You have included the original deed with this form
- ☐ [x] You have entered the date the charge was created
- ☐ [x] You have supplied the description of the instrument
- ☐ [x] You have given details of the amount secured by the mortgagee or chargee
- ☐ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☐ [x] 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 or email enquiries@companieshouse.gov.uk

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

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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. CREATION OF FLOATING CHARGE

The Company grants in favour of the Security Trustee as a continuing security for the payment and discharge of the Secured Liabilities a floating charge over 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

The Floating Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. PRIORITY

The Floating Charge shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any Fixed Security (other than any Fixed Security granted by the Company in favour of the Security Trustee which shall rank in priority to the floating charge hereby created) and to any other floating charge except for the floating charge under English law granted by the Company in favour of the Security Trustee on or about the date hereof which shall rank equally with the Floating Charge

The Company shall not, without the prior written consent of the Security Trustee, create or permit to exist any Fixed Security or floating charge over all or any part of the Charged Assets which ranks in priority to or equally with the Floating Charge except for any Fixed Security or floating charge granted by the Company in favour of the Security Trustee

3. FURTHER ASSURANCE

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, standard securities, 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.

3.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by the Floating Charge,

3.2 conferring upon the Security Trustee such a floating security (but not any other form of security) as it may require over the assets of the Company outside of Scotland which if in Scotland would form part of or be intended to form part of the Charged Assets,

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3 3 facilitating the realisation of all or any part of the assets of the Company, and</p> <p>3 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>4. NEGATIVE PLEDGE</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>5. DISPOSALS</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 "disposal" shall include any form of disposal of any interest in any asset including any conveyance, transfer, lease, assignment, sale, right to use or occupy, surrender, declaration of trust or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing,</p> <p>DEFINITIONS AND INTERPRETATIONS</p> <p>The terms used in this Form MG01 and the attached continuation sheets should have the meaning set out below</p> <p>"Charged Assets" means the property charged pursuant to the Floating Charge</p> <p>"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</p> <p>"Finance Documents" means</p> <p>(A) the Credit Agreement,</p> <p>(B) any Security Document,</p> <p>(C) any fee letter,</p> <p>(D) any secured hedging agreement with exceptions set out in the Credit Agreement,</p> <p>(E) any transfer certificate,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="320 353 1037 389">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 472 683 508">(F) any assignment agreement,</p> <p data-bbox="320 533 608 568">(G) any accession letter,</p> <p data-bbox="320 593 767 629">(H) any hedging accession agreement,</p> <p data-bbox="320 654 767 689">(I) any collection accounts agreement,</p> <p data-bbox="320 714 576 750">(J) the mandate letter,</p> <p data-bbox="320 775 1283 810">(K) any other document designated as such by the Company and the facility agent</p> <p data-bbox="320 835 1453 902">"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</p> <p data-bbox="320 927 1299 963">"Fixed Security" has the meaning given to it in section 486 of the Companies Act</p> <p data-bbox="320 987 1262 1023">"Initial Floating Charge" has the meaning given to it in the Credit Agreement</p> <p data-bbox="320 1048 1230 1084">"Initial Share Charge" has the meaning given to it in the Credit Agreement</p> <p data-bbox="320 1108 1453 1176">"Obligors" has the meaning given to it in the Credit Agreement and includes the Company and certain other subsidiaries of Dana Petroleum plc</p> <p data-bbox="320 1200 1437 1236">"Permitted Security" means any Security permitted under the terms of the Credit Agreement</p> <p data-bbox="320 1261 1465 1328">"Receiver" means any person appointed by the Security Trustee to be a receiver of any property subject to the security created by the Floating Charge</p> <p data-bbox="320 1352 1503 1420">"Security" 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> <p data-bbox="320 1444 676 1480">"Security Document" means</p> <p data-bbox="320 1505 1503 1639">(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 data-bbox="320 1664 1503 1765">(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 data-bbox="320 1789 1503 1890">(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 data-bbox="320 1915 1310 1951">(D) each other document designated as such by the Facility Agent and the Company</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. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING CHARGE GOVERNED
BY SCOTTISH LAW DATED 11 AUGUST 2010 AND CREATED BY
DANA PETROLEUM (BVUK) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE SECURITY TRUSTEE 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

Rm



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES