

MG01

Particulars of a mortgage or charge

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IRIS  
LASERFORM

**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**

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

TUESDAY



A46 29/03/2011 181  
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")

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 d8 m0 m3 y2 y0 y1 y1

3

**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

Deed of confirmation dated 18 March 2011 governed by Scots law and made  
between (1) the Company and (2) the Security Trustee (as defined below)  
in respect of a Scots law bond and floating charge dated 11 August 2010  
between (1) the Company and (2) Bank of Scotland plc (the "Deed of  
Confirmation")

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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").

**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 BNP Paribas (the "Security Trustee")

Address 16 rue de Hanovre

Paris, France

Postcode 7 5 0 0 2

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

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## 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 *Hubert Smith LLP* X

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

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## 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 Elmeear Murphy

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country United Kingdom

DX 020 7466 7615

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	<p><b>1. SHORT PARTICULARS OF ALL PROPERTY CHARGED</b></p> <p>1 1 The Company entered into a term and revolving credit facilities agreement dated 15 July 2010, as amended from time to time (the "<b>Credit Agreement</b>")</p> <p>1 2 Pursuant to the Credit Agreement, the Company granted in favour of Bank of Scotland plc a Scots law bond and floating charge dated 11 August 2010 (the "<b>Floating Charge</b>")</p> <p>1 3 The Floating Charge is security for the payment and discharge of the Secured Liabilities</p> <p>1 4 Pursuant to a deed of appointment and resignation dated 18 March 2011 (the "<b>Deed of Appointment and Resignation</b>") and made between, the Obligors, the Lenders, Bank of Scotland plc (as retiring facility agent and retiring security trustee) and the Security Trustee (as new facility agent and new security trustee), the Security created under the existing Security Documents vested automatically in the Security Trustee and the rights and obligations under the Finance Documents were transferred to the Security Trustee</p> <p>1 5 The Company and the Security Trustee, among others, have agreed to amend the terms of the Credit Agreement pursuant to the terms of a supplemental agreement dated 18 March 2011 (the "<b>Supplemental Agreement</b>")</p> <p>1 6 The Credit Agreement has been amended and restated pursuant to the Supplemental Agreement to, amongst other things, increase the Commitments under the Credit Agreement up to a maximum of US\$870,000,000 to be provided by the existing Lenders or new Lenders</p> <p>1 7 Under the terms of the Supplemental Agreement, the Company was required to enter into the Deed of Confirmation</p> <p><b>2. FLOATING CHARGE</b></p> <p>2 1 Clause 3 1 of the Floating Charge provides that 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 created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p><b>3. CONFIRMATION AND AMENDMENT OF FLOATING CHARGE</b></p> <p>3 1 Clause 2 of the Deed of Confirmation provides that the Company irrevocably and unconditionally confirms for the benefit of the Security Trustee that the Floating Charge and the Security granted thereunder:</p> <p>3 1 1 remains in full force and effect notwithstanding the entry into the Deed of Confirmation, the Deed of Appointment and Resignation and the amendments to the Credit Agreement pursuant to the Supplemental Agreement, and</p> <p>3 1 2 the Secured Liabilities extend to all monies, obligations and liabilities relating to any</p>

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and / or any amount made payable under any Finance Document</p> <p>3 2 Clause 2 4 of the Deed of Confirmation provides that, with effect from the date of the Deed of Confirmation, the Security Document will be amended and supplemented by the Deed of Confirmation so that all references in the Finance Documents to the Security Document shall include the Deed of Confirmation</p> <p>3 3 Clause 2 5 of the Deed of Confirmation provides that any reference in any Finance Document to a Finance Document will include such Finance Document as amended, varied, supplemented, novated, restated or replaced from time to time</p> <p><b>4. DEFINITIONS</b></p> <p>The terms used in this form MG01 and the attached continuation sheet have the meaning set out below</p> <p>"Commitments" has the meaning given to it in the Credit Agreement</p> <p>"Facility Agent" means BNP Paribas, in its capacity as facility agent for the other Finance Parties or any other person that replaces it in such capacity in accordance with the Credit Agreement</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> <li>(A) the Credit Agreement,</li> <li>(B) any Security Document,</li> <li>(C) any fee letter,</li> <li>(D) any secured hedging agreement with exceptions set out in the Credit Agreement,</li> <li>(E) any transfer certificate,</li> <li>(F) any assignment agreement.</li> <li>(G) any accession letter,</li> <li>(H) any hedging accession agreement,</li> <li>(I) any collection accounts agreement,</li> <li>(J) any mandate letter, and</li> <li>(K) any other document designated as such by the Company and the Facility Agent</li> </ul> <p>"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>"Initial Floating Charge" has the meaning given to it in the Credit Agreement</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p><b>"Initial Share Charge"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"Lender"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"Obligor"</b> has the meaning given to it in the Credit Agreement and includes Dana Petroleum plc and certain of its subsidiaries, including the Company</p> <p><b>"Permitted Security"</b> has the meaning given to it in the Floating Charge</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> <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 Dana Petroleum plc 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 the Credit Agreement or any other Finance Documents, and</p> <p>(D) each other document designated as such by the Facility Agent and Dana Petroleum plc</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. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CONFIRMATION DATED  
18 MARCH 2011 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 29 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 APRIL 2011

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES