

**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringInsert full name
of companyTo the Registrar of Companies
(Address overleaf)

For official use Company number



3754338

Name of company

* Bolam Energy Limited, whose registered office is at 20-22 Queen Street,
Mayfair, London, W1X 7PJ (the "Company").

I, David Fitzherbert

of 20-22 Queen Street, London, W1X 7PJ, England

† Delete as
appropriate[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~ of the above company,

do solemnly and sincerely declare that the debt for which the charge described below was given

has been paid or satisfied in ~~[full]~~ **[part]**‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge ‡ Composite Guarantee and Debenture (the "Charge")

Date of Registration § 21 st July 2000

Name and address of [chargee] [trustee for the debenture holders]

The Governor and the Company of the Bank of Scotland acting through its Project Finance Group,
Corporate Banking at Orchard Brae House, 30 Queensferry Road, Edinburgh (the "Bank")§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged ¶ See Rider 1

¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of
the provisions of the Statutory Declarations Act 1835.

Declared at

GOULDENS**10 OLD BAILEY****LONDON EC4M 7NG**

Declarant to sign below

Day Month Year

on

16 11 2000

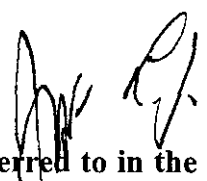
before me RUTH MARGARET ZANKEA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresentor's name, address and
reference (if any):Gouldens
10 Old Bailey
London EC4M 7NG
DX 67 London/ChanceryFor official use
Mortgage section

Post room

BIR
COMPANIES HOUSE0396
02/11/01

Notes

The address of the Registrar of Companies is:-
The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ



This is Rider 1 referred to in the foregoing Form 403a in relation to the Deed of Release dated [16/10/01] giving effect to the Form 403a.

1. The Company with full title guarantee as security for the payment of all Secured Liabilities, charges in favour of the Bank:-

(a) by way of first legal mortgage:-

- (i) all its interest in the property set out opposite its name in Schedule 2 to the Charge together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants; and
- (ii) all estates or interest in any freehold or leasehold property (other than that specified in Clause 3.1(a)(i)) wheresoever situate now belonging to it other than any such situated in Scotland and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefits of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants; and

(b) by way of first fixed charge:-

- (i) (to the extent the same are not the subject of a mortgage under Clause 3(a) of the Charge) all present and future estates or interests in any freehold or leasehold property belonging to it other than any such situated in Scotland and all buildings and Fixtures thereon and all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants;
- (ii) all plant and machinery now or in the future owned by the Company and its interest in any such plant or machinery in its possession;
- (iii) its present and future interest in all stocks, shares debentures, bonds and other securities and all rights relative thereto;
- (iv) all moneys (including interest) standing now or in the future to the credit of its present and future accounts with any bank, financial institution or other person and the debt or debts represented thereby including all sums now or hereafter standing to the credit of any bank account held by or for the benefit of such Company with the Bank, including, in the case of the Borrower only, the Proceeds Account, the Cash Collateral Account, the Settlement Account, the Escrow Account, the Insurance Account and the Compensation Account (each as defined in the Facility Agreement) and all interest and other accruals thereon and the debt represented thereby (**the Account Monies**) and all rights,

titles, benefit and interest of such Company whatsoever present and future therein, together with any agreements (whether oral, written or implied) or instruments entered into in the constitution of the rights and obligations of such Company and the Bank in relation to any such bank account and any agreements (whether oral, written or implied) or instruments entered into in substitution therefor or for such substituted agreement or instrument;

- (v) all benefits in respect of Insurances, all claims in respect thereof and return of premiums;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this sub-clause (b)) all book and other debts and other moneys due, owing, payable or incurred to it now or at any time and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto;
- (vii) its present and future goodwill;
- (viii) the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the use of any of the Secured Assets the subject of the security pursuant to sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (ix) its present and future uncalled capital; and
- (x) all know-how licences and patents (including applications and rights to apply therefor), copyrights, rights in trademarks, service marks whether registered or not and rights in confidential information now or at any time belonging to it.

2. As security for the payment of all Secured Liabilities, the Company hereby assigns and agrees to assign with full title guarantee to the Bank absolutely (but subject always to such Company's right of redemption):-

- (a) all its right, title and interest in and to the Insurances (certified copies of which shall be delivered to the Bank on the signing hereof and from time to time thereafter when required by the Bank) and all rights of such Company to make recovery under any of the Insurances and all proceeds of the Insurances receivable by it; and
- (b) all its rights, titles, benefits and interests whatsoever present and future whether proprietary contractual or otherwise under or arising out of or evidenced by each of the documents to which it is a party, particulars whereof are set out in Schedule 4 as the same are from time to time entered into and as from time to time varied, amended or supplemented, with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens, collateral warranties and other security in respect of the same (being collectively **the Assigned Documents** which expression includes each and every of the same) including but not limited to all claims for

damages or other remedies in respect of any breach thereof, reservation of proprietary rights, right of tracing, rights in the nature of security and all other rights and remedies of whatsoever nature now or hereafter held by it in respect of all or any of the foregoing and all moneys from time to time becoming due or owing thereunder or in connection therewith but so that the Bank shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing, together with any agreements (whether written, oral or implied) or instruments entered into in connection therewith as the same may from time to time be varied, amended or supplemented.

3. As security for the payment of all Secured Liabilities, the Company with full title guarantee charges in favour of the Bank by way of floating charge all its undertakings and all its property, assets and rights whatsoever and wheresoever both present and future not otherwise effectively charged or assigned pursuant to Clause 3 or Clause 4 of the Charge.
4. The Company shall not otherwise than as provided in the Facility Agreement:-
 - (a) create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) over all or any part of the Secured Assets; and
 - (b) part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Secured Assets.
5. The Bank may at any time by notice to the Company convert the floating charge hereby created into a specific charge as regards any assets specified in the notice which the Bank shall consider (acting reasonably) 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 and (whether or not this security has become enforceable) may at any time appoint a Receiver thereof.
6. The floating charge created by Clause 5.1 of the Charge shall (other than in respect of any of the Secured Assets in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge:-
 - (a) on the convening of any meeting of the members of a Company to consider a resolution to wind such Company up (or not to wind such Company up); or
 - (b) on the presentation of a petition (other than a frivolous or vexatious petition) to wind a Company up.
7. At any time after this security shall have become enforceable the Bank may immediately or at any time thereafter, without prior notice to the Company:-
 - (a) set-off all or any part of the Secured Liabilities against the liabilities of the Bank in respect of any account of such Company (whether sole or joint) with the Bank at any of its offices anywhere (**an Account**); or
 - (b) debit any Account (including an account opened specifically for that purpose)

with all or any part of the Secured Liabilities from time to time; or

- (c) combine or consolidate any Account in any currency at any of its offices anywhere with any other Accounts; or
- (d) apply or appropriate the sums standing to the credit of any Account in or towards the payment or discharge of the Secured Liabilities in accordance with Clause 18 of the Charge.