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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

27

Company number

01483729

623096/13
395

Name of company

Venture Production (DMF) Limited (the **Chargor**).

Date of creation of the charge

15 January 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Charge over accounts dated 15 January 2007 made between the Chargor Venture Production (GMA) Limited, Venture Production Nederland BV and The Royal Bank of Scotland plc (the **Charge**).

Amount secured by the mortgage or charge

All sums and liabilities (whether actual, contingent, present or future) due, owing or incurred by the **Chargor** and any other Obligor to any Finance Party under any Finance Document whether incurred solely or jointly with any other person and whether as principal or surety (the **Secured Liabilities**).

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached.

ON ANY ACC
to

Please return
via
CH London Counter

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc of 135 Bishopsgate, London (the **Security Trustee**)

Postcode

Presentor's name address and
reference (if any):

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
PDOS/RF/70201.00142

Time critical reference

For official Use (02/00)

Mortgage Section



Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Denton Wilde Sapte

Date

30/1/07

On behalf of ~~[company]~~ [mortgagee/chargee][†]

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

* insert full name
of company

Venture Production (DMF) Limited

Short particulars of all the property mortgaged or charged (continued)

The Chargor jointly and severally irrevocably and unconditionally

- (a) assigned and pledged to the Security Trustee all of its right, title, benefit and interest in and to the Charged Accounts and the balances from time to time standing to the credit of the Charged Accounts and the debts represented thereby; and **TA5**
- (b) assigned and pledged to the Security Trustee the Charged Funds and all of its respective right, title, benefit and interest whatsoever present and future therein.

Definitions**Act** means the Companies Act 1985.

Accounts Charge Agreement means a Deed of Charge over Accounts granted by a Borrower under Scots law in favour of the Security Trustee in relation to the bank accounts of that Borrower. The Accounts Charge Agreement for the Original Borrowers is contained in one document dated on or about the date of the Senior Facility Agreement. The Accounts Charge Agreements for the New Borrowers are dated on or about the Restatement Date.

Additional Borrower means a Qualifying Group Company which becomes a Borrower in accordance with Clause 30 of the Senior Facility Agreement (*Changes to the Borrowers*).

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Amending and Restating Agreement means the agreement relating to the Senior Facility Agreement made on or about the date of the Charge.

Approved Fields means the Initial Approved Fields and such other Fields as may become Approved Fields under Clause 6.1 of the Senior Facility Agreement (*Adding new assets*) from time to time, in each case subject to Clause 6.2 of the Senior Facility Agreement (*Removing assets*) and **Approved Field** means any one of them.

Borrower means an Original Borrower, a New Borrower or an Additional Borrower in either case unless it has ceased to be a Borrower in accordance with Clause 30 of the Senior Facility Agreement (*Changes to the Borrowers*).

Charged Accounts means the various accounts specified in the Schedule below.

Charged Funds means the moneys from time to time standing to the credit of the Charged Accounts.

Development Consent means, in relation to any Approved Field, any permit, licence (including any Licence), authorisation, consent, registration, exemption, certificate, notification or other document issued by any relevant regulatory authority or required by any relevant law or regulation in connection with the exploration and exploitation of such Approved Field by a Borrower (including any planning consent, wayleave or easement relating to the use and enjoyment of any land comprised in the relevant Field Interest).

Development Document means, in relation to an Approved Field, any material document relating to the development of that Field, such as any Development Plan, Development Consent or development plan (but not the licence terms) in a Licence relating to that Field.

Development Plan means, in relation to an Approved Field, the latest version of the written development plan or

Name of company

* insert full name
of company

Venture Production (DMF) Limited

equivalent document approved by the relevant Borrower and accepted in writing by the Facility Agent as the Development Plan for that Approved Field.

Event of Default means any of

- (a) an Event of Default as defined under the Junior Facility Agreement; or
- (b) an Event of Default as defined under the Senior Facility Agreement; or
- (c) a default (howsoever described) under the Overdraft Letter or any Secured Hedging Document.

Facility Agent means The Royal Bank of Scotland plc.

Fee Letter means any letter or letters dated on or about the date of the Charge between the Mandated Lead Arranger and the Parent (or the Facility Agent and the Parent) setting out any of the fees referred to in Clause 18 of the Senior Facility Agreement and Clause 18 of the Junior Facility Agreement (*Fees*).

Field means any onshore or offshore reservoir of Petroleum provided that if such reservoir is located outside of the United Kingdom, that reservoir shall be approved in writing by the Facility Agent.

Field Agreement means, in relation to an Approved Field, any agreement (other than a Licence or Development Document) to which the relevant Borrower is party or by which it is bound that relates to:

- (a) the exploration or exploitation of that Approved Field;
- (b) any other right to receive Petroleum won from that Approved Field or the proceeds of sales of that Petroleum, whether the right is expressed as a production payment, royalty or otherwise;
- (c) the transportation, storage, initial treatment or processing of Petroleum won from that Approved Field (whether at that Approved Field or otherwise); or
- (d) the sale or other disposal of Petroleum won from that Approved Field.

Field Facilities means, in relation to an Approved Field, each of the following (whether or not partly used for purposes other than those mentioned below):

- (a) all wells drilled or to be drilled in that Approved Field in accordance with the relevant Development Plan, including production and injection wells and all equipment and structures installed or to be installed or erected in or at the site of such well;
- (b) all separation and processing plant erected at or used in connection with that Approved Field that is used to separate and process the gaseous and liquid constituents of Field Petroleum from that Approved Field;
- (c) all pipeline and ancillary facilities and all loading, pumping and other terminals and stations constructed or to be constructed for the storage and transportation of Field Petroleum at or from that Approved Field; and
- (d) all other pipelines, apparatus, machinery, structures, equipment, vehicles and other facilities which from time to time are used or are available principally for use in the production, generation, processing, treatment, storage or transportation of Field Petroleum from that Approved Field.

Field Interest means, in relation to an Approved Field, all the present and future right, title and interest of the relevant Borrower in and to that Approved Field including all its right, title and interest in or under:

- (a) the relevant Licence;

Name of company

* insert full name
of company

Venture Production (DMF) Limited

- (b) the relevant Field Agreements;
- (c) the relevant Field Facilities;
- (d) the freehold, heritable and leasehold land and all necessary easements, rights and privileges (including, in the case of Venture Production Nederland BV, those of ownership (*eigendom*), usufruct (*vruchtgebruik*), longlease (*erfpacht*) and/or rights of superficies (*opstalrecht*)) attaching to that land comprised or situated in that Approved Field or used in connection with the exploration, development or exploitation of oil or gas production at that Approved Field, or with the storage, processing or transportation of Field Petroleum from or at that Approved Field; and
- (e) all other necessary contracts, agreements, permits, leases, licences, franchises, consents (including Development Consents), easements, searches, wayleaves, freeholds, leaseholds, tenancies, insurances and other rights and interests (whether tangible or intangible) which relate to:
 - (i) the exploration, development, exploitation or operation of that Approved Field;
 - (ii) the production of Field Petroleum at that Approved Field;
 - (iii) the construction, equipment, maintenance or use of the Field Facilities at that Approved Field;
 - (iv) the carrying out and the completion of any work at that Approved Field pursuant to any Development Document; or
 - (v) the production, storage, loading, transportation, processing or marketing of Field Petroleum won from that Approved Field,

to the extent that such right, title or interest constitutes a Field Interest as at the date of the Charge or is approved as one pursuant to Clause 6.1 of the Senior Facility Agreement (*Adding new assets*), in each case to the extent not removed from the Borrowing Base pursuant to Clause 6.2 of the Senior Facility Agreement (*Removing assets*).

Field Petroleum means, in relation to an Approved Field or Field Interest, all Petroleum won and saved from that Approved Field which, in the case of a Field Interest, accrues to that Field Interest (including the appropriate share in any co-mingled Petroleum and any Petroleum taken under any participation with Her Majesty's Government, or, in the case of Venture Production Nederland BV, the state owned company designated for the time being as state participant in accordance with the Dutch Mining Act, and, in each case, the proceeds from that Petroleum).

Finance Documents means the Senior Finance Documents, the Junior Finance Documents, the Secured Hedging Documents and the Overdraft Letter.

Finance Parties means the Senior Lenders, the Junior Lenders, The Royal Bank of Scotland plc as facility agent for the Senior Facility Agreement and the Junior Facility Agreement and as issuing bank and overdraft bank, and each Hedging Counterparty.

First Amendment Agreement means the first amendment agreement relating to the amendment of the Senior Facility Agreement dated 2 December 2005 between the persons that were Parties as at that date.

Floating Charge Agreement means a Floating Charge Agreement between a Borrower and the Security Trustee in relation to the Field Interests of that Borrower (including without limitation the Charge). The Floating Charge Agreement for each Original Borrower is dated on or about the date of the Senior Facility Agreement. The Floating Charge Agreement for each New Borrower is dated on or about the Restatement Date.

Group means the Obligors, each Holding Company of an Obligor and each Subsidiary of an Obligor and **Group**

Name of company

* insert full name
of company

Venture Production (DMF) Limited

Company means any of them.**Hedging Counterparty** means any of:

- (a) each Original Hedging Counterparty but, unless it becomes a Senior Lender or an Affiliate of a Senior Lender before such time, only until such time as the Hedging Liabilities owed to it under Secured Hedging Documents in existence as at the date of the Intercreditor Deed have been discharged; and
- (b) each Senior Lender or Affiliate of a Senior Lender that accedes to the Intercreditor Deed as a Hedging Counterparty pursuant to a Intercreditor Accession Deed for such time as it remains a Senior Lender or an Affiliate of a Senior Lender.

Hedging Liabilities means all sums and liabilities (whether actual, contingent, present or future) due, owing or incurred by any Obligor to any Hedging Counterparty under any Secured Hedging Document whether incurred solely or jointly with any other person and whether as principal or surety.

Hedging Program means:

- (a) from the date of the First Amendment Agreement until the adoption of a hedging program document as a new "Hedging Program" pursuant to Clause 27.11 of the Senior Facility Agreement (*Hedging Program*), the commodity price, interest rate and currency exposure hedging strategy for the Group established in connection with the Finance Documents and delivered to the Facility Agent pursuant to clause 2 (*Effective Date*) of the First Amendment Agreement; and
- (b) thereafter, each commodity price, interest rate and currency exposure hedging strategy for the Group adopted as such in accordance with Clause 27.11 of the Senior Facility Agreement (*Hedging Program*).

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

Initial Approved Fields has the meaning given in the Senior Facility Agreement and the Junior Facility Agreement.

Insolvency Event is as defined in Clause 7.1 of the Intercreditor Deed.

Intercreditor Accession Deed means an accession deed substantially in the form set out in Schedule 2 of the Intercreditor Deed (Finance Party Accession Deed) or any other form agreed between the Security Trustee and the Parent.

Intercreditor Deed means the Intercreditor Deed originally dated 22 July 2005 and made between, amongst others, Venture Production plc, Venture Production Company (North Sea) Limited and Venture Production (North Sea Developments) Limited as Original Borrowers and The Royal Bank of Scotland plc as Security Trustee, Senior Agent, Junior Agent, Overdraft Bank, Senior Lender, Junior Lender and Hedging Counterparty and subsequently amended by a First Amendment Agreement dated 2 December 2005 between the same parties and further amended by a Second Amendment Agreement dated 18 January 2006 and by a Third Amendment Agreement dated on or about the date of the Charge, and to which the Chargor, Venture Production (GMA) Limited and Venture Production Nederland BV respectively acceded as Obligor under the respective Accession Agreement all dated on or about the date of the Charge.

Junior Accession Agreement means a document substantially in the form set out in Schedule 8 of the Junior Facility Agreement (*Form of Accession Agreement*).

Junior Amending and Restating Agreement means the agreement relating to the Junior Facility Agreement made on or about the date of the Charge.

Name of company

* insert full name
of company

Venture Production (DMF) Limited

Junior Facility Agreement means the junior facility agreement dated 22 July 2005 and as amended and restated on 15 January 2007 made between the Original Borrowers, certain financial institutions and The Royal Bank of Scotland plc as facility agent.

Junior Finance Documents means the Junior Facility Agreement, the Junior Amending and Restating Agreement, the Security Documents, each Junior Accession Agreement, the Fee Letters, the Intercreditor Deed and any other document designated by the Facility Agent and the Parent as a Junior Finance Document.

Junior Lender means:

- (a) any Original Junior Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Junior Facility Agreement in accordance with Clause 29 of the Junior Facility Agreement (*Changes to the Lenders*),
- (c) which in each case has not ceased to be a Party in accordance with the terms of the Junior Facility Agreement.

Licence means, in relation to an Approved Field, a licence or other authority granted by the Relevant Person to, or otherwise assigned or transferred with the consent of the Relevant Person to, a Borrower and required for the exploration, exploitation or development of, and for the production of Field Petroleum from, that Approved Field.

Mandated Lead Arranger means The Royal Bank of Scotland plc.

New Borrower means Venture Production (GMA) Limited, Venture Production (DMF) Limited, and Venture Production Nederland BV, and **Original Borrower** means any of them.

Obligor means each Borrower and each other Group Company which has any obligation under any Finance Document from time to time and Obligor means any one of them.

Original Borrowers means Venture Production plc, Venture Production Company (North Sea) Limited, and Venture Production (North Sea Developments) Limited, and **Original Borrower** means any of them.

Original Junior Lender means The Royal Bank of Scotland plc, The Governor and Company of the Bank of Scotland, Lloyds TSB Bank plc, Calyon, London Branch, Bayerische Landesbank London Branch, Bayerische Hypo-und Vereinsbank AG, London Branch, National Australia Bank Limited A.B.N., Mizuho Corporate Bank, Ltd. and Natexis Banques Populaires and **Original Junior Lender** means any of them.

Original Senior Lenders means The Royal Bank of Scotland plc, The Governor and Company of the Bank of Scotland, Lloyds TSB Bank plc, Nordea Bank Finland plc, Sumitomo Mitsui Finance Dublin Limited, Calyon, London Branch, Bayerische Landesbank London Branch, Bayerische Hypo-und Vereinsbank AG, London Branch, National Australia Bank Limited A.B.N. 12 004 044 937, Mizuho Corporate Bank, Ltd., Natexis, Banques Populaires and Barclays Bank PLC and **Original Senior Lender** means any of them.

Original Hedging Counterparty means each of The Royal Bank of Scotland plc, Calyon (a division of Calyon S.A., London Branch), and HBOS Treasury Services plc.

Overdraft Letter means the letter agreement dated on or about the date of the Senior Facility Agreement between the Original Borrowers and The Royal Bank of Scotland plc as overdraft bank.

Parent means Venture Production plc, a company incorporated in Scotland with registered number SC169182 and whose registered office is at 34 Albyn Place, Aberdeen AB10 1FW.

Petroleum means any oil, natural gas or other hydrocarbon existing in its natural condition in strata and natural gas liquids but excluding (a) coal and bituminous shales and other stratified deposits from which oil can be extracted by destructive distillation and (b) any substance unavoidably lost in the production of that mineral oil,

Name of company

* insert full name
of company

Venture Production (DMF) Limited

natural gas or other hydrocarbon or used in conformity with good oilfield practice for drilling and the production operations (including gas injection, fuel, secondary recovery pressure maintenance, re-pressuring or re-cycling operations) conducted for the purpose of winning and saving that mineral oil, natural gas or other hydrocarbon but only for the duration of such use.

Qualifying Group Company has the meaning given in the Senior Facility Agreement and the Junior Facility Agreement.

Restatement Date means the date of the Senior Amending and Restating Agreement.

Relevant Person means, in relation to any Field located in the United Kingdom, the Secretary of State, in relation to any Field located in The Netherlands, the MEA and in relation to any Field located in a jurisdiction outside of the United Kingdom or The Netherlands, the person prescribed by law or regulation in that jurisdiction as having the power to grant licences or such other authority for the exploitation or development of, and for the production of Field Petroleum in that jurisdiction (and for the purposes of this definition, **MEA** means the Minister of Economic Affairs of The Netherlands or any other person or official from time to time in office and exercising the powers, duties and functions of the Minister of Economic Affairs of The Netherlands under the Dutch Mining Act and any regulations made under that act).

Secretary of State means Her Majesty's Secretary of State for Trade and Industry from time to time or any person or official from time to time in office under the Crown and exercising the powers, duties and functions of the Crown under the Continental Shelf Act 1964, the Oil and Gas (Enterprise) Act 1982, the Petroleum Acts 1987 and 1998 and any regulations made under these statutes.

Secured Hedging Document means a hedging agreement or instrument that is:

- (a) in existence as at the date of the Charge and is between an Obligor and an Original Hedging Counterparty; or
- (b) otherwise entered into by, or on the application of, or for the benefit of, any Obligor with a Hedging Counterparty in connection with the Hedging Program.

Secured Parties means each Finance Party and the Security Trustee, and **Secured Party** means any of them.

Security Documents means the Floating Charge Agreements, the Accounts Charge Agreements, the Share Charge Agreements and each other document executed in favour of the Security Trustee in connection with the Senior Facility Agreement (whether pursuant to Clause 30 of the Senior Facility Agreement (*Changes to the Borrowers*) or otherwise) guaranteeing, granting or creating or evidencing rights in security for, or otherwise in support of, whether or not amongst others, the obligations of any Borrower under the Senior Facility Agreement and **Security Document** means any of them.

Security Provider means:

- (a) in relation to Venture Production (GMA) Limited, CH4 Holdings Limited; and
- (b) in relation to any other Qualifying Group Company where the immediate Holding Company of that Qualifying Group Company is not a Borrower or acceding as an Additional Borrower at the time that Qualifying Group Company is acceding as an Additional Borrower, that immediate Holding Company.

Senior Accession Agreement means a document substantially in the form set out in Schedule 8 of the Senior Facility Agreement (*Form of Accession Agreement*).

Senior Facility Agreement and Senior Facilities Agreement means the senior facilities agreement dated 22 July 2005 as amended by a First Amendment Agreement dated 2 December 2005 and as further amended and restated on 15 January 2007 made between, amongst others, the Original Borrowers, certain banks and financial

Name of company

* insert full name
of company

Venture Production (DMF) Limited

institutions and The Royal Bank of Scotland plc as facility agent.

Senior Finance Document means the Senior Facility Agreement, the First Amendment Agreement, the Amending and Restating Agreement, the Security Documents, each Senior Accession Agreement, the Fee Letters, the Intercreditor Deed and any other document designated by the Facility Agent and the Parent as a Finance Document.

Senior Lender means:

- (a) any Original Senior Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facility Agreement in accordance with Clause 29 of the Senior Facility Agreement (*Changes to the Lenders*),
- (c) which in each case has not ceased to be a Party in accordance with the terms of the Senior Facility Agreement.

Share Charge Agreement means a shares pledge deed over all the shares in a Borrower that are owned by the Group granted by the Group Company or Group Companies that own those shares in favour of the Security Trustee. The shares pledge deed in respect of the shares in North Sea and North Sea Developments is dated on or about the date of the Senior Facility Agreement. The shares pledge deeds in respect of the Shares in Venture Production (GMA) Limited, Venture Production (DMF) Limited and Venture Production Nederland BV are dated on or about the Restatement Date.

Subsidiary means a subsidiary within the meaning of section 736 of the Act.

Name of company

Venture Production (DMF) Limited

SCHEDULE**THE CHARGED ACCOUNTS**

The Charged Accounts held at The Royal Bank of Scotland plc, P.O. Box 72, 9 Rubislaw Terrace, Aberdeen, AB10 1YR, tel: 01224 625 615, fax: 01224 624 042 are:

Dollar Compensation Account		
Name	Sort Code	Account Number
Venture Production (GMA) Limited		VPGMACA-USDA
Venture Production (DMF) Limited		VPDMFCA-USDA
Venture Production Nederland BV		VEPRNECO-USDA

Dollar Insurance Account		
Name	Sort Code	Account Number
Venture Production (GMA) Limited		VEPRGMIN-USDA
Venture Production (DMF) Limited		VPDMFIA-USDA
Venture Production Nederland BV		VEPRNEIN-USDA

Dollar Proceeds Account		
Name	Sort Code	Account Number
Venture Production (GMA) Limited		VPGMAPA-USDA
Venture Production (DMF) Limited		VPDMFPA-USDA
Venture Production Nederland BV		VEPRNEPR-USDA

Name of company

Venture Production (DMF) Limited

Euro Compensation Account

Name	Sort Code	Account Number
Venture Production (GMA) Limited		VPGMACA-EURA
Venture Production (DMF) Limited		VPDMFCA-EURA
Venture Production Nederland BV		VEPRNECO-EURA

Euro Insurance Account

Name	Sort Code	Account Number
Venture Production (GMA) Limited		VEPRGMIN-EURA
Venture Production (DMF) Limited		VPDMFIA-EURA
Venture Production Nederland BV		VEPRNEIN-EURA

Euro Proceeds Account

Name	Sort Code	Account Number
Venture Production (GMA) Limited		VPGMAPA-EURA
Venture Production (DMF) Limited		VPDMFPA-EURA
Venture Production Nederland BV		VEPRNEPR-EURA

Name of company

Venture Production (DMF) Limited

Sterling Compensation Account

Name	Sort Code	Account Number
Venture Production (GMA) Limited		00601091
Venture Production (DMF) Limited		00601156
Venture Production Nederland BV		00600990

Sterling Insurance Account

Name	Sort Code	Account Number
Venture Production (GMA) Limited		00601121
Venture Production (DMF) Limited		00601199
Venture Production Nederland BV		00601024

Sterling Proceeds Account

Name	Sort Code	Account Number
Venture Production (GMA) Limited		00601059
Venture Production (DMF) Limited		00601148
Venture Production Nederland BV		00600982

and any other accounts opened or to be opened by any or all of the Chargors and held with the Security Trustee in circumstances where such accounts are intended to replace the accounts detailed above as any of the Bank Accounts (as that term is defined in the Finance Documents).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01483729

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNTS DATED THE 15th JANUARY 2007 AND CREATED BY VENTURE PRODUCTION (DMF) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND ANY OTHER 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 XII OF THE COMPANIES ACT 1985 ON THE 30th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2007.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —