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COMPANIES FORM No. 395

623100/13

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

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

For official use

Company number

01483729

Name of company

Venture Production (DMF) Limited (the Company)

Date of creation of the charge

15 January 2007

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

Floating charge dated 15 January 2007 made between the Company and The Royal Bank of Scotland plc (the **Charge**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent, whether as principal or surety and whether severally or jointly, of the Company to the Secured Parties (or any of them) under the Charge, the Intercreditor Deed, the Senior Facility Agreement, the Junior Facility Agreement, the Overdraft Letter, the Secured Hedging Documents and the other Finance Documents, except for any obligations or liabilities which, if secured by the Charge, would result in a contravention by the Company of section 151 of the Companies Act 1985 (the Secured Liabilities).

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

Please return via CH London Counter ON ANY ACC

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

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

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



Page 1

	e the M395 Continuation Sheet attached.	Please do not write in this margin
		Please complete legibly, preferab in black type, or bold block lettering
art Nil	iculars as to commission allowance or discount (note 3)	
		A fee is payable to Companies
	ned Penton Wilde Safle Date 30/1/07 Dehalf of [company] [mortgagee/chargee] [†]	House in respect of each register entry for a mortgage or charge. (See Note 5)
	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	† delete as appropriate
	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	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)	

Page 2

debentures should not be entered.

prescribed continuation sheet.

for any of the debentures included in this return. The rate of interest payable under the terms of the

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the

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

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

Cheques and Postal Orders must be made payable to Companies House.

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

Venture Production (DMF) Limited

Name of company

1 Charge

The Company charged, with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Company does not know and could not reasonably be expected to know about them), the Charged Property in favour of the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Liabilities.

2 Floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge.

3 Uncharged property held on trust

Without prejudice to any representation or undertaking given by the Company under any Finance Document (including without limitation Clause 5) or any other remedy or right of any Finance Party, if and to the extent that for any reason the charging of any Charged Property is prohibited, the charge pursuant to Clause 1 (Charge) shall not take effect in respect of that Charged Property and instead the Company shall (to the extent not also prohibited) hold that Charged Property on trust for the Security Trustee.

4 Negative Pledge

Note that the Company may not (save as permitted under the Finance Documents) without the prior written consent of the Security Trustee:

- (a) dispose of all or any of the Charged Property or its interest in it;
- (b) deal with book or other debts or securities forming part of the Charged Property otherwise than in the ordinary course of getting in and realising the same, which shall not include or extend to settling or assigning or in any other way factoring or discounting any of them; or
- undertake any obligation to any third party which results in the Company's rights to recover or take payment of any monies due or which may become due to the Company from any one of their debtors being postponed or subordinated to the claims of such third party.

5 Definitions and interpretation

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

Name of company

Compan	y numb	er		
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		Company numb 01483729	Company number 01483729	

* insert full name of company

Clause 30 of the Senior Facility Agreement (Changes to the Borrowers).

Venture Production (DMF) Limited

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 Property means all Field Interests of the Company present and future.

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

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

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Name of company

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Venture Production (DMF) Limited

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;
- (b) the relevant Field Agreements;
- (c) the relevant Field Facilities;
- 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

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Venture Production (DMF) Limited

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 Company** means any of them.

Hedging Counterparty means any of:

Name of company

- (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:

- 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 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 means the fields listed in the Senior Facility Agreement and the Junior Facility Agreement.

Intercreditor Accession Deed means an accession deed substantially in the form set out in Schedule 2 of the

Name of company

Venture Production (DMF) Limited

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* insert full name of company

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 Company, 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.

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 a Borrower or a Security Provider.

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.

Name of company

Venture Production (DMF) Limited

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* insert full name of company

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, 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:

Name of company

Venture Production (DMF) Limited

- (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 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.

M395 Continuation Sheet

	Company number
	01483729
Name of company	
Venture Production (DMF) Limited	
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* insert full name of company





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 FLOATING CHARGE DATED THE 15th JANUARY 2007 AND CREATED BY VENTURE PRODUCTION (DMF) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED PARTIES (OR ANY OF THEM) 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.





