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COMPANIES FORM No. 395

001950/43

## Particulars of a mortgage or charge

# 395

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

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

For official use

Company number

23

01483729

Name of company

\* CH4 DMF Limited (the "Company")

Date of creation of the charge

27 January 2006

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

First Supplemental Deed of Amendment dated 27 January 2006 to a Guarantee and Debenture dated 23 December 2003 and made between CH4 Finance B.V., CH4 Holdings Limited, CH4 Pipelines Limited, CH4 Limited, the Company and the Collateral Agent (as defined below) (the "Deed")

Amount secured by the mortgage or charge

The Liabilities (as such term is defined in the attached Continuation Sheet 1, "Amount Secured by the Mortgage or Charge").

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

Deutsche Bank AG (the "Collateral Agent")  
Winchester House  
1 Great Winchester Street, London

Postcode EC2N 2DP

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

Paul Hastings Janofsky & Walker  
(Europe) LLP  
88 Wood Street, London  
EC2V 7AJ

For official Use (02/00)  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

436  
09/02/2006

Time critical reference

Short particulars of all the property mortgaged or charged

See the attached Continuation Sheet 2 "Short Particulars of all the Property Mortgaged or Charged".

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

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

Signed

*Paul Hastings Jandovsky & Walker (Europe) LLP*

Date

*07/02/2006*

On behalf of [company] ~~XXXXXXXXXXXX~~ †

† delete as appropriate

Notes

- 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

## FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

## CONTINUATION SHEET 1

## 1. AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Liabilities, being all present and future obligations and liabilities of every nature of the Parent or the Company due, owing or incurred in whatsoever manner to the Secured Parties (or any of them) under or in connection with any of the Finance Documents (including, without limitation, the Debenture as amended by the Deed and the Second Supplemental Deed of Amendment) and all amendments, supplements, restatements, novations, extensions, renewals or other modifications of such Finance Documents from time to time, whether:

- (a) any such obligations or liabilities are voluntary or involuntary, direct or indirect, actual or contingent, liquidated or un-liquidated, owed jointly, as principal, as surety or in any other capacity whatsoever, in any currency or currencies;
- (b) before or after judgment;
- (c) from time to time decreased or extinguished and later increased, created or incurred; and/or
- (d) for principal interest premiums, penalties, fees, expenses, indemnities or otherwise; and

all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from the Collateral Agent or any other Secured Party as a transaction at an undervalue, preference, fraudulent transfer or conveyance or otherwise; provided that "Liabilities" shall not include any obligations and liabilities which, if they did constitute part of the Liabilities, would result in the Debenture contravening section 151 of the Companies Act 1985.<sup>1</sup>

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<sup>1</sup> All capitalised words are defined in clause 2 (*Definitions*) of Continuation Sheet 2.

## FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

## CONTINUATION SHEET 2

## 1. SHORT PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

## 1.1 Fixed Charges

The Company, as security for the payment of all Liabilities, hereby charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties):

- (a) by way of fixed charge, all estates, interests, rights, easements and liberties now or at any time hereafter belonging to it in or in relation to any Property including Property acquired by it after the date hereof;
- (b) by way of fixed charge except to the extent specifically assigned as described in Clause 1.2 (*Assignment by way of Security*) of the Debenture:
  - (i) all of its Book Debts and all of its benefits, rights and interests in any other Book Debts;
  - (ii) all of its Scheduled Investments and all other Investments now or hereafter belonging to it (whether at law or in equity) together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, assets or other advantages accruing or offered at any time by way of bonus or otherwise to the holder thereof or in respect thereof;
  - (iii) all capital of the Company which is now or hereafter uncalled;
  - (iv) all of its Intellectual Property now or hereafter belonging to it;
  - (v) subject to the terms of the Debenture, the benefit of all licences of, and all agreements entered into or the benefits of which are enjoyed by the Company relating to the use or exploitation of, Intellectual Property which have been or are hereafter granted either by or to it;
  - (vi) all benefits, rights, title and interest now or hereafter of the Company under or in respect of any present or future contracts and/or policies of insurance to or in the proceeds of, any claim under any policy of insurance (to the extent that the same are not otherwise subject to an effective Fixed Charge as described in to this Clause 1.1(b)) including, without limitation, all monies received by it as described in Clause 1.7 (*Insurance Proceeds*) of the Debenture;
  - (vii) all of the personal chattels now or hereafter belonging to the Company and its interest in any personal chattels in its possession;

- (viii) all goodwill of the Company;
- (ix) all of its Bank Balances and all its rights, benefits and interests in any other Bank Balances;
- (x) all benefits, rights, title and interest (including, without limitation, the right to receive any compensation) now or hereafter of the Company under or in respect of any present or future licence, consent, authorisation, concession, agreement (including, without limitation, the Relevant Documents), warranty, bond, guarantee or letter of credit (to the extent that the same are not otherwise subject to an effective Fixed Charge as described in this Clause 1.1(b) or to an effective security agreement as described in Clause 1.2 (*Assignment by way of security*) of the Debenture; and
- (xi) all benefits, rights, title and interests of the Company now or hereafter in, under or in respect of any pension fund or plan.

All of the fixed charges created or agreed to be created by the Debenture are, or in the case of future property shall, subject to the terms of the Debenture, be first charges.

## 1.2 Assignment by way of Security

- (a) The Company as continuing security for the payment of all Liabilities, with full title guarantee, hereby assigns absolutely (subject to the proviso for redemption contained in the Debenture) to the Collateral Agent all rights, title, interest and benefits present or future of the Company in, under or in respect of and the right to enforce each of the Relevant Documents together with the benefit of all rights and claims, representations, warranties and remedies which the Company may have against any third party in respect of those Charged Assets; provided that on payment or discharge in full of the Liabilities to the satisfaction of the Collateral Agent, but subject to Clause 16.4 of the Debenture (*Redemption*), the Collateral Agent will at the request and cost of the Person lawfully requiring the Collateral Agent so to do reassign any of the property described in this Clause 1.2(a) then vested in it by virtue of the Finance Documents (including the Debenture).
- (b) Until the Collateral Agent serves a notice to the contrary upon the occurrence and during the continuance of an Event of Default which is continuing, the Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the other provisions of the Debenture.

## 1.3 Floating Charge

- (a) The Company as security for the payment of all Liabilities charges with full title guarantee by way of first floating charge in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties), its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture. The floating charge created by the Company under Clause 3.3 of the Debenture shall rank in priority to any other Lien which shall thereafter be created or permitted to arise by the Company.

- (b) The Collateral Agent may by notice to the Company convert with the effect the floating charge created by the Company pursuant to this Clause 3.3 of the Debenture into a Fixed Charge as regards such assets as may be specified (whether generally or specifically) in such notice if:
  - (i) an Event of Default occurs and is continuing; or
  - (ii) the Collateral Agent reasonably considers those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, execution, sequestration or other process or otherwise).
- (c) Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charge created under Clause 3.3 of the Debenture will crystallise under general law) if any Person levies or attempts to levy any distress, execution, sequestration or other process against any of the assets which are charged by way of the floating charge under the Debenture, then with immediate effect and without notice the floating charge shall automatically convert into a Fixed Charge as regards such assets.
- (d) The floating charge created under Clause 3.3 of the Debenture may not be converted into a fixed charge solely by reason of (and not in conjunction with any of the circumstances referred to in Clause 1.3(c) above):
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000 except with leave of the court.
- (e) Without prejudice to the terms described in Clause 1.3(c) above, the floating charge created under Clause 3.3 of the Debenture will automatically convert into a fixed charge over all of the Company's assets if:
  - (i) an administrator is appointed;
  - (ii) an application to the court for an administration order in relation to the Company is made by the Company itself or by any other person under Part II of the Insolvency Act 1986 (whether or not any petition for that purpose has been issued); or
  - (iii) following the filing of documents with the court for the appointment of an administrator in relation to the Company; or
  - (iv) any Secured Party receives notice of an intention to appoint an administrator in relation to the Company.
- (f) The floating charge created under Clause 3.3 of the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (g) There shall be excluded from the charge created pursuant to Clause 3.1(b) of the Debenture any Property held by the Company under a lease which either

precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property until the relevant condition, consent or waiver has been satisfied or obtained, and in any event will only be subject to the floating charge created under Clause 3.3 of the Debenture.

#### **1.4 Fixed and Floating Security**

If for any reason any Lien in respect of any asset created or purported to be created pursuant to Clause 3 of the Debenture as a Fixed Charge, does not, or ceases to, take effect as a Fixed Charge then it shall take effect as a floating charge in respect of such asset, ranking in priority to any other Lien which shall hereafter be created or permitted to arise by the Company. However such Lien shall, and it is the intention of the parties that such Lien shall, remain a Fixed Charge in respect of all other Charged Assets.

#### **1.5 Negative Pledge**

Except to the extent expressly permitted by the terms of the Note Purchase Agreement, until after the Release Date the Company shall not without the prior consent in writing of the Collateral Agent create or agree or attempt to create or permit to subsist in favour of any Person (other than the Collateral Agent) any Lien over the whole or any part of the Charged Assets.

#### **1.6 Fixtures and Personal Chattels**

The Company undertakes that, until the Release Date, it shall:

- (a) keep or cause to be kept Fixtures and personal chattels each with a value equal to or greater than \$10,000 belonging to it with recognizable identification markings and not dispose of any of such personal chattels without the Collateral Agent's consent;
- (b) use, operate, maintain and control each fixture and personal chattel subject to a Fixed Charge hereunder in accordance with all licences, agreements, manufacturer's recommendations (as originally drafted or as amended from time to time), statutes, laws, ordinances and regulations relating to the use, operation, maintenance and control thereof in all material respects and neither use nor knowingly permit any such items to be used for any unlawful purpose and ensure that any replacement or substitute parts are in good repair and working order and free from any security whatsoever (except as expressly permitted by the Note Purchase Agreement) and are owned by the Company;
- (c) not do or omit to do anything which could reasonably be expected to result in any Fixture or personal chattel subject to a Fixed Charge hereunder or any part thereof being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken out of the Company's control; and
- (d) if it has not already done so and it so requested by the Collateral Agent or required as a condition precedent or subsequent under the Note Purchase Agreement, in the case of any Fixture or personal chattel subject to a Fixed

Charge hereunder located on leasehold premises, obtain and provide to Collateral Agent evidence in writing from any lessor of any such premises that it waives absolutely all and any rights it may have now or at any time in the future over any such Fixture or personal chattel.

### 1.7 Insurance Proceeds

Subject as provided in the Debenture all moneys received by or on behalf of the Company by virtue of any insurance (whether or not effected in accordance with the Debenture and whether the events by virtue of which such moneys become payable occurred before, on or after the date of the Debenture) shall be deemed part of the Charged Assets.

### 1.8 Affirmation of Security

The parties to the Deed acknowledge and agree that each Operating Account (Chiswick) shall constitute a Collection Account and shall be charged and administered on the same terms as all other Charged Accounts. Each of the parties to the Deed acknowledges, consents and agrees that all of its obligations and liabilities under the Debenture remain in full force and effect, and that the execution and delivery of the Deed and any and all documents executed in connection herewith, other than as expressly provided herein, shall not adversely alter, amend, reduce or modify any of its obligations or liabilities under the Debenture.

## 2. DEFINITIONS

"Account Bank"	means Deutsche Bank AG acting through its London branch at 1 Great Winchester Street, EC2N 2DB, and/or such other bank or financial institution as may be Approved as the Account Bank for the purposes of the Note Purchase Agreement and the other Note Purchase Documents;
"Acquisition Agreements"	means the UK SPA and the Dutch SPA;
"Additional Note Purchase"	has the meaning given in Clause 2.1(b) of the Note Purchase Agreement;
"Administrative Agent"	means TCW Asset Management Company.
"Affiliate"	of a specified party means: <ul style="list-style-type: none"><li>(a) any other party directly or indirectly owning, controlling or holding with power to vote 50% or more of the outstanding voting securities of the specified party;</li><li>(b) any other party 50% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by the specified party; or</li></ul>



- (c) any other party directly or indirectly controlling, controlled by or under common control with the specified party.

As used herein "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party, whether through the direct or indirect ownership of partnership interests, voting securities or other equity interests, or otherwise. The preceding sentence notwithstanding, for purposes of the Note Purchase Documents, Collateral Agent, Administrative Agent and the Note Holders shall be deemed not to be "Affiliates" of any CH4 Entity;

**"Approved Hedge"**

means any currency swap or Petroleum commodity hedge entered into between the Issuer or the CH4 Parties and a Hedge Counterparty on such terms and subject to such conditions as the Administrative Agent may Approve;

**"Approved Letter of Credit"**

means any letter of credit issued at the request of any CH4 Party, so long as the same has been Approved as to all terms, conditions, security and reimbursement obligations;

**"Approved" or "Approval"**

means any action, event, or document, or any other matter contemplated herein, previously approved in writing by the Majority Note Holders, or the Administrative Agent (or its authorized designee), acting as representative for such purposes for all Note Holders (such approval not to be unreasonably withheld, delayed or conditioned). "Approve" shall be interpreted accordingly;

**"Assets"**

has the meaning given to the term "ULX Assets" (but excluding the DMF Shares) as defined in the UK SPA;

**"Bank Balances"**

means the balances now or hereafter standing to the credit of the Charged Accounts and any other balance now or hereafter standing to the credit of any current, deposit or other account now or hereafter held by the Company, or in which it has an interest, with any office of any bank, financial institution or other Person (including, without limitation, the Collateral Agent or any of the Secured Parties) and the debts represented by such balances (whether in any such case the relevant account is in the name of the Company solely or jointly with other Persons or in the name of a

nominee or any other Person whatsoever);

**"Book Debts"**

means all book and other debts of any nature whatsoever (other than Bank Balances) now or hereafter due or owing to the Company, the proceeds of any of the same and the benefit of all Investments, rights, Liens and guarantees of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation thereto;

**"CH4 DMF"**

means after the Completion of the acquisition of the Sale Shares by CH4 Limited in accordance with the UK SPA, and irrespective of whether its name has been changed to CH4 DMF Limited, a company incorporated in England with Company Number 1483729;

**"CH4 Entities"**

means Parent and the CH4 Parties and "CH4 Entity" means any of them;

**"CH4 Finance BV"**

means CH4 Finance BV, a company incorporated in the Netherlands;

**"CH4 Holdings Shares Pledge"**

means a Deed of Pledge of Shares substantially in the form of Exhibit C to the Note Purchase Agreement to be granted by CH4 Holdings to the Collateral Agent over all of the share capital of Issuer, as the same may be amended, modified or supplemented from time to time;

**"CH4 Holdings"**

means CH4 Holdings Limited, a company incorporated in England with Company Number 4843182;

**"CH4 Limited"**

means CH4 Limited, a company incorporated in England with Company Number 04480539;

**"CH4 Limited Shares Pledge"**

means a Deed of Pledge of Shares to be governed by Dutch law, substantially in the form of Exhibit C to the Note Purchase Agreement and granted by CH4 Limited to the Collateral Agent over all of the share capital of CH4 Nederland, as the same may be amended, modified or supplemented from time to time;

**"CH4 Nederland"**

means, after the Completion of the acquisition of the Sale Shares by CH4 Limited in accordance with the Dutch SPA, and irrespective of whether its name has been changed to CH4 Nedeland B.V., a company incorporated in the Netherlands with

	company number 34081068;
<b>"CH4 Parties"</b>	means Issuer, CH4 Limited, CH4 Holdings, CH4 Pipelines, CH4 DMF and CH4 Nederland, and <b>"CH4 Party"</b> means any of them;
<b>"CH4 Pipelines"</b>	means CH4 Pipelines Limited, a company incorporated in England with Company Number 2504173;
<b>"Charged Accounts"</b>	means the Collection Account, any Collateral Accounts, and any other account described in Clause 5.3 of the Debenture ( <i>Book Debts</i> );
<b>"Charged Assets"</b>	means assets from time to time subject to the Charges or which the Debenture from time to time purports to charge or any part of those assets;
<b>"Charges"</b>	means Liens created or which may at any time be created by or pursuant to the Debenture or any of such Liens, and <b>"Fixed Charge"</b> shall be construed accordingly;
<b>"Closing" or "Closing Date"</b>	means December 23, 2003;
<b>"Collateral"</b>	means all Property of any kind which is subject to a Lien in favour of the Note Holders, Administrative Agent or Collateral Agent or which, under the terms of any Security Document, is purported or intended to be subject to such a Lien;
<b>"Collateral Account Agreements"</b>	means the agreements each entered into between the Collateral Agent, a CH4 Party and an Account Bank in relation to a Collateral Account in such form as the Collateral Agent shall Approve;
<b>"Collateral Account"</b>	means each Approved account established with the Account Bank pursuant to the Note Purchase Document;
<b>"Collateral Agent"</b>	Deutsche Bank AG, a corporation domiciled in Frankfurt am Main, Germany, acting through its London branch at Winchester House, 1 Great Winchester Street, London EC2N 2BD in its capacity as security trustee for itself and the Secured Parties;
<b>"Collection Account"</b>	means in relation to the Company, each account identified in Schedule 1 to the Debenture (as amended by the Deed) (or, in the case of any new Subsidiary, the relevant Security Accession Deed)

	and any other account maintained by the Company with the Account Bank or any other account with any other bank which the Collateral Agent shall specify as an account into which the proceeds of the getting in or realisation of Book Debts are to be paid;
<b>"Completion" or "Completion Date"</b>	has the meaning given thereto in each of the Acquisition Agreements;
<b>"Counterparty Rights"</b>	means the rights of each party (other than a CH4 Entity) to the Unit Operating Agreement, JOA P.455 or JOA 385 in, to and under any such agreement;
<b>"Coupon Interest"</b>	has the meaning given in Clause 2.5 of the Note Purchase Agreement in respect of the Notes (other than the Specified Notes) and to mean sixteen percent (16%) per annum in respect of the Specified Notes;
<b>"Debenture"</b>	means a guarantee and debenture and a floating charge dated 23 December 2003 made between the Company, CH4 Limited, CH4 Finance BV, CH4 Pipelines Limited and Deutsche Bank AG, and as amended by the Deed and the Second Supplemental Deed of Amendment;
<b>"Debt"</b>	means, as to any party at any date, all or any, indebtedness, liabilities and obligations or such party, whether actual or contingent, present or future, matured or unmatured, liquidated or unliquidated, primary or secondary, direct or indirect, and whether or not required to be considered pursuant to Dutch GAAP or UK GAAP, as applicable, and includes indebtedness, liabilities or obligations guaranteed by such party;
<b>"Dollars" or "\$"</b>	means the lawful and official currency of the United States of America;
<b>"DTT"</b>	means the Department of Trade and Industry of the United Kingdom, acting through the Secretary of State for Trade and Industry;
<b>"Dutch SPA"</b>	means the sale and purchase agreement to be entered into between Eni Oil Holdings B.V. and CH4 Limited relating to the acquisition of Eni Nederland B.V., as in effect on the Closing Date, or with changes thereto occurring after the Closing

	Date, if such changes have been Approved;
<b>"Eni"</b>	means Eni ULX Limited, a company incorporated in England with Company Number 936223;
<b>"Eni DMF Limited"</b>	means Eni DMF Limited, a company incorporated in England with Company Number 1483729;
<b>"Eni Nederland B.V."</b>	means Eni Nederland B.V., a company incorporated in the Netherlands, registered with the Amsterdam trade registry under number 34081068, whose registered seat is at Leidschendam and whose principal place of business is at Strawinskylaan 1041, 1077 XX Amsterdam;
<b>"Eni Oil Holdings B.V."</b>	means Eni Oil Holdings B.V., a company incorporated in the Netherlands, registered with the Amsterdam trade registry under number 34108494, whose registered seat is at Leidschendam and whose principal place of business is at Strawinskylaan 1041, 1077 XX Amsterdam;
<b>"Euro" and "€"</b>	means the single currency of the Participating Member States;
<b>"Event of Default"</b>	has the meaning given in Clause 6.1 of the Note Purchase Agreement;
<b>"Finance Documents"</b>	means each of the Note Purchase Documents, any Approved Hedge or Permitted Working Capital Facility referred to in the Note Purchase Agreement and the Investment Agreement and <b>"Finance Document"</b> means any of them;
<b>"Finance Parties"</b>	means the Administrative Agent, the Collateral Agent, the Note Holders, any Hedge Counterparty and any provider of a Permitted Working Capital Facility;
<b>"Fixtures"</b>	means fixtures, fittings (including trade fixtures and fittings), fixed plant, machinery and apparatus;
<b>"Governmental Approval"</b>	means any authorisation, consent, decree, permit, privilege, approval, certificate, licences (including the Licences), lease, ruling, permit, waiver, exemption, filing, registration or notice by or with any Governmental Person necessary for the maintenance and operation of the Joint Operations under the Unit Operating Agreement and the Joint Operating Agreements, in respect of the Chiswick Unit and the ongoing operatorship by CH4

Nederland and the execution of and performance of the obligations of the relevant CH4 Entities under the Note Purchase Documents as amended prior to the date of the Deed and pursuant to the Deed and the Acquisition Agreements;

**"Governmental Person"**

means for any country, such country and its government and any international, national, state or local government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, corporation or commission, court, agency, body or entity under the direct or indirect control of such country. **"Governmental Person"** shall include each Regulator;

**"Hedge Counterparty"**

means any Approved counterparty to the Issuer or any CH4 Party under an Approved Hedge;

**"Initial Note Purchase"**

has the meaning given to such term in Clause 2.1 of the Note Purchase Agreement;

**"Initial Note Purchasers"**

means TCW Global Project Fund Ltd and TCW Energy Fund X;

**"Intellectual Property"**

means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all topographical or similar rights, all design rights, all registered designs and applications for registered designs, all confidential information, all trade secrets, know-how and all other intellectual property rights owned by the Company throughout the world or the interest of the Company in any of the foregoing, and all rights under any agreements entered into by or for the benefit of the Company relating to the use or exploitation of any such rights;

**"Intercreditor Deed"**

means the Intercreditor Deed substantially in the form of Exhibit J to the Note Purchase Agreement as amended, modified or supplemented from time to time;

**"Investment Agreement"**

means the investment agreement dated December 23, 2003 between, amongst others, Parent and 3i Group plc;

**"Investment"**

means any bill of exchange or other negotiable instrument, certificate of deposit, debenture, bond, share, stock or other security or investment now or in the future owned at law or in equity by the Company (other than any such item the subject of security under Dutch law in any Note Purchase Document) and all rights and benefits arising and all money payable in respect of any of them, whether by way of redemption, conversion, dividend, interest bonus, option or otherwise;

**"Issuer"**

CH4 Finance B.V.;

**"Joint Operating Agreements"**

means the joint operating agreement for UK petroleum production licence P.002 (blocks 43/13a, 43/15a, 43/20a) dated 29 June 1984 as amended on 31 October 1996, the joint operating agreement for UK petroleum production licence P.455 (block 49/5a) dated 17 August 1984 ("**JOA P.455**"), the joint operating agreement for the Netherlands petroleum exploration licence number 385/111/228/EAM dated 10 July 1986 ("**JOA 385**") and any joint operating agreement entered into in connection with the development and exploitation of the Chiswick Unit, in each case as amended, modified, supplemented, varied, assigned or novated from time to time;

**"Joint Operations"**

has the meaning given to that term in the Joint Operating Agreements, to "**Unit Operations**" in the Unit Operating Agreement, to "**Pre-Unit Operations**" in the Pre-Unit Agreement respectively and the Chiswick Unit;

**"Joint Operations Documents"**

shall mean each agreement or document necessary for the development, financing, construction operation and ownership of the Joint Operations and shall in any event include without limitation the Unit Operating Agreement, the Pre-Unit Agreement, the Joint Operating Agreements, the Licences, Government Approvals, Material Contracts, the leases, contracts, or other documents establishing or evidencing the Collateral or Joint Operations Property, the insurance policies required under Schedule 7 of the Note Purchase Agreement and any documents of the type therein referred in respect of the Chiswick Unit;

**"Joint Operations Property"**

means each of the Licences, concession, authority to prospect and other mineral interest, lease, easement or other interest and property and the land

or area covered thereby that (i) is subject to the enforceable contract or other rights of the CH4 Parties under the Unit Operating Agreement or the Pre-Unit Agreement or the Joint Operating Agreements, respectively, which entitle them to their respective proportional share of Petroleum production and Tariff Revenue therefrom, (ii) is not subject to forfeiture under the Unit Operating Agreement, the Pre-Unit Agreement, the Joint Operating Agreements or any other Joint Operations Document, and (iii) is not subject to any Prohibited Liens;

**"Late Payment Rate"**

means 11% per annum;

**"Licences"**

has the meaning applied thereto in the Acquisition Agreements and shall include any other licence issued in substitution or partial substitution therefore, as such Licences may be amended, modified or supplemented in accordance with the terms hereof and thereof;

**"Lien"**

means, with respect to any Property, any right or interest therein of a creditor to secure Debt owed to such creditor or any other arrangement with such creditor which secures the payment of such Debt out of such Property or which allows such creditor to have such Debt satisfied out of such Property prior to the general creditors of any owner thereof, including any lien, mortgage, security interest, pledge, deposit, production payment, rights of a vendor under any title retention or conditional sale agreement or lease substantially equivalent thereto, right of recoupment under a gas balancing agreement tax lien, mechanic's or materialman's lien, or any other charge or encumbrance for security purposes, whether arising by law or agreement or otherwise, but excluding any right of offset which arises without agreement in the ordinary course of business;

**"Majority Note Holders"**

means, at any time, the Note Holders holding more than fifty percent (50%) of the outstanding principal amount of all Notes;

**"Markham Unit"**

means the hydrocarbon accumulation known as the Markham field underlying the Netherlands blocks J3b and J6 and the UK blocks 49/5a and 49/10b;

**"Material Contracts"**

has the meaning given in Clause 2.12(b)(ii), and includes each contract set out in Schedule 5 of the



Note Purchase Agreement as the same may be amended, modified, supplemented, novated, renewed or replaced (with the same parties thereto) from time to time;

**"Note"**

has the meaning given in Clause 2.2 of the Note Purchase Agreement and all Specified Notes purchased as Additional Note Purchaser pursuant to the terms of the Deed as well as all outstanding Notes whether or not previously amended, modified or supplemented;

**"Note Holders"**

means the holders of the Notes from time to time, including the Initial Note Purchasers;

**"Note Purchase Agreement"**

means the note purchase agreement dated the 23 December 2003 and made among CH4 Finance B.V. as Issuer, TCW Global Project Fund Ltd and TCW Energy Fund X as Initial Note Purchasers, TCW Asset Management Company as Administrative Agent, and the Collateral Agent, as amended by a Supplemental Deed of Amendment dated 28 November 2005 (the **"First Supplemental Deed of Amendment"**) and further amended by the Second Supplemental Deed of Amendment;

**"Note Purchase Documents"**

means the Note Purchase Agreement, the Notes, the Security Documents, the Parent Warrant Documents, the On-Loan Agreement, the Intercreditor Deed and all other agreements, certificates, documents, instruments and writings at any time delivered in connection with the purchase of the Notes (exclusive of the term sheets, commitment letters, correspondence and similar documents used in the negotiation hereof, except to the extent the same contain information about Issuer or its Affiliates or their properties, business or prospects and such information is the subject of a written representation or certificate upon which the Note Holders shall rely);

**"Note Purchase"**

means the Initial Note Purchase or the Additional Note Purchase;

**"Obligations"**

means the sum of all Debt (including, without limitation, all Principal Payments, Prepayment Fees, Coupon Interest, Late Payment Rate Interest and Supplemental Interest, all payments payable under the Parent Warrant Documents and, principal and interest including PIK interest, from time to

time owing by the Issuer, any CH4 Entity or any Affiliate thereof to Collateral Agent, Administrative Agent, or the Note Holders under or pursuant to any of the Note Purchase Documents as novated, replaced, modified or amended by the Deed or by any document contemplated by the Deed or entered into in connection with the transactions contemplated by the Deed;

**"On-Loan Agreement"**

means the agreement between Issuer and CH4 Limited with respect to the terms of the On-Loan in the form previously Approved by the Administrative Agent, and any replacements, novations, modifications or amendments thereto (whether before or after the date of the Deed) which are Approved by the Administrative Agent prior to the Initial Note Purchase;

**"On-Loan"**

means a loan by Issuer to CH4 Limited of proceeds of the purchaser of Specified Notes and the Note Purchases for the purposes described in Clause 2.4 of the Note Purchase Agreement;

**"Operating Accounts (Chiswick)"**

means the three new operating accounts established as requested by CH4 Limited in order to facilitate the development of the Chiswick Unit;

**"Parallel Debt Agreement"**

means the agreement dated on or about the date of the Note Purchase Agreement by and between the Issuer, CH4 Limited, CH4 Holdings, the Finance Parties, 3i Group plc and Deutsche Bank AG on its own behalf, pursuant to which the Issuer, CH4 Limited and CH4 Holdings have agreed to pay to Deutsche Bank AG acting on its own behalf amounts equal to the amounts payable by them in respect of their Debt from time to time owing to the Finance Parties or 3i Group plc under or pursuant to any of the Note Purchase Documents, any Approved Hedge, and Permitted Working Capital Facility or any of the Subordinated Loan Documents referred to in the Intercreditor Deed (as replaced, novated, modified or amended to give effect to the transactions contemplated by the Deed);

**"Parent"**

means CH4 Energy Limited, a company incorporated in England with Company Number 4440303;

**"Parent Warrant Agreement"**

means a warrant agreement substantially in the form of Exhibit I of the Note Purchase Agreement among CH4 Limited, CH4 Holdings, Parent, GPF

and Funds X, as amended from time to time;

**"Parent Warrant Documents"** means the Parent Warrant Agreement and the Parent Warrants;

**"Parent Warrants"** means those warrants referred to in the Parent Warranty Agreement;

**"Participating Member State"** means a member state of the European Communities that adopts or has adopted the Euro as its lawful currency under the legislation of the European Union for European Monetary Union;

**"Permitted Liens"** means:

- (a) deposits or pledges (but not other Liens) of the CH4 Parties to secure the payment of worker's compensation, unemployment insurance or other social security benefits or obligations, or public or statutory obligations of a like general nature incurred in the ordinary course of business;
- (b) Liens securing surety or appeal bonds, bid or performance bonds or other obligations of a like general nature incurred by the CH4 Parties in the ordinary course of business if such Liens (i) are either Approved or reasonably necessary to obtain the bonds, (ii) secure obligations in an aggregate amount not to exceed \$500,000 (or the equivalent amount in Euro or Sterling) at any time, and (iii) do not constitute Liens on any of the interests of each of the CH4 Parties in the Joint Operations;
- (c) any Liens arising from (i) any tax, assessment or other governmental charge or (ii) any statutory or other Liens in favour of any third party arising by operation of law in the ordinary course of any CH4 Party's business;
- (d) Liens contemplated by the Unit Operating Agreement or the Joint Operating Agreements which are not otherwise expressly prohibited by the terms of the Note Purchase Agreement (it being agreed that the Counterparty Rights are permitted to exist for all purposes of the Note Purchase

Documents);

- (e) Liens created pursuant to the Security Documents:
- (f) Liens created in the ordinary course of business which are in the nature of cash deposits to secure tenant obligations to any landlord or purchase obligations to any seller of goods on an instalment payment basis or cash deposits to secure reimbursement obligations under any Approved Letter of Credit; and
- (g) with respect to any Joint Operations Property jointly owned pursuant to the Joint Operations Documents by each of the CH4 Parties with any other party, the term **"Permitted Liens"** shall be construed so as to allow for such joint ownership.

**"Permitted Working Capital Facility"**

means a facility made available to any CH4 Party by an Approved lender to fund the general working capital requirements of the Issuer or the CH4 Parties on such terms and subject to such conditions as shall be Approved (or, if no such facility has been made so available, retained sums not to exceed \$2,000,000 in the aggregate at any time for all CH4 Parties retained for purposes of providing working capital to such parties);

**"Person"**

means any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing or any other entity;

**"Personal Chattels"**

means plant, machinery, vehicles, computers and other equipment, goods, effects and personal chattels (including all spare parts, replacements, modifications and additions) but not Fixtures or stock in trade;

**"Petroleum"**

means any oil, petroleum, natural gas, condensate, or natural gas liquids existing in its natural condition in strata, together with any similar liquid or gaseous hydrocarbons and other substances produced in association therewith including hydrogen sulphide, sulphur and other products produced in association therewith or therefrom;

<b>"Prepayment Fee"</b>	has the meaning given to such term in Clause 2.10(a)(i) of the Note Purchase Agreement and the Modified Prepayment Fee referred to in the First Supplemental Deed of Amendment and the Specified Note Modified Prepayment Fee referred to in the Deed;
<b>"Pre-Unit Agreement"</b>	means the Pre-Unit Agreement for J3C Structure (blocks J3a – J3b/J6) dated 12 January 1996 between Elf Petroland B.V., Nederlandse Aardolie Maatschappij and Energie Beheer Nederland B.V. (together the J3a Group or Unit Group) and Lasmo Nederland B.V., Total Oil and Gas Nederland B.V., Total Oil and Gas Nederland (Markham) B.V., Holland Sea Search II, Elf Petroland B.V. and Energie Beheer Nederland B.V. (being together the J3b/J6 Group or Unit Group);
<b>"Principal Payment"</b>	shall have the meaning given thereto in Clause 2.9 of the Note Purchase Agreement;
<b>"Prohibited Lien"</b>	means any Lien not expressly allowed under Clause 5.2(b) of the Note Purchase Agreement;
<b>"Property"</b>	means any freehold and leasehold property in England or Wales and other real estate anywhere in the world (in each case including) any estate or interest therein, to all rights from time to time attached or relating thereto and all buildings and Fixtures from time to time therein or thereon and the proceeds of sale of all or any part thereof;
<b>"Regulator"</b>	means each of DTI and the Dutch Minister of Economic Affairs and the Dutch State Supervision of Mines (Staatstoezicht op de Mijnen);
<b>"Release Date"</b>	has the meaning ascribed thereto in Clause 16.4 of the Debenture ( <i>Redemption</i> );
<b>"Relevant Documents"</b>	means the Material Contracts referred to in the Note Purchase Agreement;
<b>"Sale Shares"</b>	means the DMF Shares (as defined in the UK SPA) and the Shares (as defined in the Dutch SPA);
<b>"Scheduled Investments"</b>	means the Investments described in Schedule 2 of the Debenture;
<b>"Second Supplemental Deed of Amendment"</b>	means the second supplemental deed of amendment dated 23 December 2005 to the Note Purchase

	Agreement;
<b>"Secured Parties"</b>	means the Finance Parties and 3i Group plc;
<b>"Security Accession Deed"</b>	means a deed of accession to the Debenture substantially in the form set out in Schedule 8 to the Debenture;
<b>"Security Documents"</b>	means the Debenture, CH4 Limited Shares Pledge, the Intercreditor Deed, any Supplemental Intercreditor Deed, the Parallel Debt Agreement, the Collateral Account Agreements, all other collateral account agreements, security agreements, deeds mortgages, chattel mortgages, pledges, letters of credit, guarantees and other agreements or instruments now, heretofore, or hereafter delivered by any CH4 Entity or any Affiliate thereof or any other person or entity to the Note Holders, Administrative Agent or Collateral Agent in connection with the Note Purchase Agreement or any transaction contemplated thereby to secure or guarantee, inter alia, the payment of any part of the Obligations or the performance of the other duties and obligations of any CH4 Entity under the Note Purchase Documents, any Approved Hedge or any Permitted Working Capital Facility and all such Security Documents as amended, modified, supplemented, novated or replaced in fulfilment of the transactions contemplated by the Deed;
<b>"Sterling" of "£"</b>	means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland;
<b>"Subsidiary"</b>	means as follows: a company (S) is a subsidiary of another company (P) if, under the Companies Act 1985 and the accounting standards applicable to consolidated group accounts, S has to be included in the consolidation for P's group accounts, or would have to be included if P were a company incorporated under the Companies' Act 1985; and any company of which S is a subsidiary is a parent company of S;
<b>"Supplemental Intercreditor Deed"</b>	means an intercreditor deed in form and substance satisfactory to the Administrative Agent in its sole discretion, among the Collateral Agent, the Administrative Agent, each Hedge Counterparty and each Working Capital Lender (as well as any other parties thereto) as amended, modified or

	supplemented from time to time;
<b>"Supplemental Interest"</b>	means the amount of interest payable under Clause 2.5 of the Note Purchase Agreement;
<b>"Tariff Revenue"</b>	means all revenue received by any CH4 Party in respect of gas and hydrocarbon processing, transportation, compensation, and/or operating services;
<b>"UK SPA"</b>	means the sale and purchase agreement to be entered into between Eni and CH4 Limited relating to the acquisition of Eni DMF Limited and the Assets as in effect on the Closing Date, or with changes thereto occurring after the Closing Date, if such changes have been Approved;
<b>"Unit Operating Agreement"</b>	means that certain Markham Field unit agreement dated November 5, 1992, between Elf Petroland BV, Energie Beheer Nederland BV, Holland Sea Search II BV, LASMO Nederland BV, Ranger Oil (Netherlands) BV, Total Oil and Gas Nederland BV, DNO Offshore Limited, LASMO (ULX) Limited, Ranger Oil (UK) Limited, Euroil Exploration Limited, Total Oil Marine plc and Wintershall (UK) Limited, as it may be amended, modified, supplemented, assigned or novated in accordance with the terms hereof and thereof from time to time;
<b>"Working Capital Lender"</b>	means the lender under any Permitted Working Capital Facility.

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## 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 FIRST SUPPLEMENTAL DEED OF AMENDMENT TO A GUARANTEE AND DEBENTURE DATED 23 DECEMBER 2003 AND DATED THE 27th JANUARY 2006 AND CREATED BY CH4 DMF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR CH4 ENERGY LIMITED TO THE SECURED PARTIES (OR ANY OF THEM) 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 9th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 2006.

*Pangels*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —