

02 - 03 - 95

**M**

COMPANIES FORM No. 395

**Particulars of a mortgage or charge**

8

**395**

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf - Note 5)

P2-

For official use

Company number

MP

1421481

Name of company

\* insert full name of company

\* KELT UK LIMITED ("the Pledgor")

Date of creation of the charge

8th February 1995

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

PLEDGE AGREEMENT ("the Charge")

Amount secured by the mortgage or charge

all present and future obligations and liabilities payable or owing by the Pledgor to the Bank under the Charge and under the other Finance Documents to which it is a party and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise including without limitation all obligations to indemnify the Bank, ("the Secured Liabilities").

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

The Governor and Company of the Bank of Scotland, The Mound,  
Edinburgh, including its successors, assigns and transferees ("the Bank")

Postcode

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

Dundas & Wilson, CS  
Saltire Court, 20 Castle  
Terrace, Edinburgh  
EH1 2EN  
Ref. KGM/ASM/MPS/BO056.147

For official Use  
Mortgage Section

REGISTERED

25 FEB 1995

Post room



PHO \*P0PBJ970\* 285  
COMPANIES HOUSE 25/02/95

Time critical reference

Short particulars of all the property mortgaged or charged

The Sum as well as any smaller or larger sum or sums which may from time to time be lodged in the Accounts with the Bank, together with any interest accrued or accruing thereon ("the Balances") shall at all times be held by the Bank in security for the Secured Liabilities.

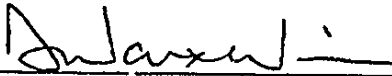
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date 24<sup>th</sup> FEBRUARY 1955

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

1 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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

## Paper Apart 1

### Definitions

**Accounts** means (i) Name: Kelt UK Limited NYGP Proceeds Account No: 413177 at Bank of Scotland, 38 St Andrew Square, Edinburgh EH2 2YR; (ii) Name: Kelt UK Limited NYGP Compensation Account No: 413185 at Bank of Scotland, 38 St Andrew Square, Edinburgh EH2 2YR and; (iii) Name: Kelt UK Limited L/C Cash Cover Account No: 413193 at Bank of Scotland, 38 St Andrew Square, Edinburgh EH2 2YR.

**Approved Fields** means the Initial Approved Field and such other Fields as may become Approved Fields under Clause 5(8) of the Facility Agreement from time to time, in each case subject to Clause 5(9) of the Facility Agreement;

**Assignment** means a security assignment dated 8th February 1985 between the Pledgor and the Bank;

**Debenture** means a fixed charge and assignment over the Pledgor's Field Interest in the Initial Approved Field;

**Debtor Party** means the Pledgor, the Guarantor and each other party from time to time (other than the Bank) to a Finance Document;

**Development Plan** means, in relation to an Approved Field, any written development plan or equivalent document approved by the Pledgor and accepted in writing by the Bank (subject to the provisions of Clause 5(8) of the Facility Agreement regarding the acceptance of new Approved Fields) as a development plan;

**Facility Agreement** means the Facility Agreement dated 8th February 1995 between the Pledgor, the Guarantor and the Bank;

**Field** means any onshore reservoir of Gas situated in the United Kingdom;

**Field Agreements** means, in relation to an Approved Field, any agreement (other than the relative Licence or Development Plan) to which the Pledgor is or becomes a party or by which the Pledgor is or becomes bound and which relates to (a) the exploration or exploitation of such Field or (b) any other right to receive Field Gas or the proceeds thereof whether such right is expressed as a production payment, royalty or otherwise, or (c) the transportation of Field Gas from such Field, or the storage or initial treatment or processing of Field Gas whether at the Field or otherwise or (d) the sale or other disposal of Field Gas and includes, for so long as the relevant Field is an Approved Field, the Principal Initial Field Agreements (and any modifications thereof);

**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 such Field in terms of 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 or in proximity to such Field and used to separate and process gaseous and liquid constituents of the Field Gas;

- (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 Gas; 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 development or, production, generation, processing, treatment, storage and transportation of Field Gas;

**Field Gas** means, in relation to an Approved Field, all Gas won and saved from such Field which accrues to the relevant Field Interest;

**Field Interest** means, in relation to an Approved Field, all the present and future right, title and interest of the Pledgor in and to:-

- (a) the relevant Licence;
- (b) the relevant Field Agreements;
- (c) the relevant Field Facilities;
- (d) the freehold, heritable and leasehold land and all easements, rights and privileges attaching thereto comprised or situated in the relevant Field or used in connection with the exploration, development or exploitation of gas production, storage, processing or transportation of, Field Gas; and
- (e) any and all other contracts, agreements, permits, leases, licences, franchises, consents, easements, searches, wayleaves, freeholds, leaseholds, tenancies, insurances and other rights and interests (whether tangible or intangible) now or at any time in the future existing which relate to the exploration, development, exploitation or operation of such Field or to the production of Field Gas or the construction, equipment, maintenance or use of the Field Facilities or to the carrying out and the completion of the relevant Development Plan or to the production, storage, loading, transportation, processing or marketing of Field Gas;

**Finance Documents** means the Facility Agreement and the Security Documents and any other agreement which the Bank and the Pledgor designate in writing as a Finance Document;

**Floating Charge** means a floating charge dated 8th February 1995 between the Pledgor and the Bank;

**Gas** means any hydrocarbons or mixture of hydrocarbons and other gases consisting primarily of methane which at fifteen (15) degrees Celsius and atmospheric pressure are or is predominantly in the gaseous state including (without limitation) gas from gas wells, gas produced with crude oil and residue gas resulting from the processing of gas but not including the separate constituents which may be extracted prior to delivery thereof;

**Guarantor** means Kelt Energy plc (registered no 1568950) whose registered office is at 130 Jermyn Street, London;

**Initial Approved Field** means the Pledgor's interest in the Kirby Misperton, Malton and Marishes gas fields within the North Yorkshire Gas Project;

**Licence** means, in relation to an Approved Field, each Licence or other authority granted by the Secretary of State to, or otherwise assigned or transferred with the consent of the Secretary of State to,

(inter alia) the Pledgor and required for the exploitation or development of, and for the production of Field Gas from, such Field and includes, for so long as the relevant Field is an Approved Field; licence nos PL077, PL079, PL080, PL081, EXL180, DL005, AL003 and AL006;

**Principal Initial Field Agreements** means those documents listed in Schedule 5 to the Facility Agreement;

**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 thereof under the Petroleum (Production) Act 1934, the Continental Shelf Act 1964, the Petroleum and Submarine Pipelines Act 1975, the Oil and Gas (Enterprise) Act 1982, the Petroleum Act 1987 and any regulations made thereunder;

**Security Documents** means the Charge, the Assignment, the Floating Charge, the Debenture, any deed of subordination and each other document executed or to be executed in connection with the Facility Agreement guaranteeing and/or creating or evidencing rights in security for, or otherwise in support of, the obligations of any Debtor Party to the Bank;

**Sum** means the amount standing to the credit of each Account; and

- (a) words importing the singular shall include the plural and vice versa;
- (b) a reference to a Debtor Party or the Bank shall, subject to Clause 29 of the Facility Agreement, be deemed to be a reference to or include, as appropriate, their respective permitted successors and assignees or transferees;
- (c) all reference to statutes and other legislation include all modifications, re-enactments and amendments thereof; and
- (d) a reference to any agreement or document shall be construed as including a reference to all amendments, variations or novations thereof or supplements thereto from time to time in each case permitted by the terms of the Facility Agreement.

02 - 03 - 95

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 01421481

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED THE 8th FEBRUARY 1995 AND CREATED BY KELT U.K. LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND UNDER THE CHARGE AND OTHER FINANCE DOCUMENTS (AS DEFINED) AND/OR ANY DEED OR DOCUMENT SUPPLEMENTAL THERETO WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th FEBRUARY 1995.

A handwritten signature in cursive script, appearing to read 'M. SAHA'.

**M. SAHA**  
for the Registrar of Companies



POST 28/02/95 COMPANIES HOUSE

HC026B