



COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

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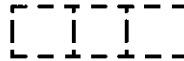
Pursuant to section 155(6) of the Companies Act 1985

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

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

For official use

Company number



01421481

Note Please read the notes on page 3 before completing this form.

Name of company

* Viking UK Gas Limited

* insert full name of company

We of Henry Nelson Schneider of 530 Park Avenue, New York, New York 10021; Gary William Neus of 17 Sweetwater Court, Sugarland, Texas 77479.

insert name(s) and address(es) of all the directors

† delete as appropriate

[all the directors] † of the above company do solemnly and sincerely declare that: The business of the company is:

§ delete whichever is inappropriate

[Redacted text with barcode symbols] § (c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the [Redacted] [company's holding company Viking Petroleum UK Limited] †

The assistance is for the purpose of [that acquisition] [Redacted] †

The number and class of the shares acquired or to be acquired is: 69 Ordinary Shares of £1.00 each.

Presenter's name address and reference (if any): Hunton & Williams 30 St Mary Axe London EC3A 8EP

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The assistance is to be given to: (note 2) Credit Suisse, Cayman Islands Branch,
Eleven Madison Avenue, New York, New York, 10010 as Second Lien Collateral
Agent.

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bold block
lettering

The assistance will take the form of:

The charging of the Company's assets pursuant to a debenture entered into between the Company, Madison Energy Management Limited ("**Madison**"), RGS Energy Limited ("**RGS**"), UK Energy Systems Limited ("**UKES**"), Viking Petroleum UK Limited ("**VPUK**") (each a "**Charging Company**" and together as "**Charging Companies**") and Credit Suisse, Cayman Islands Branch (the "**Second Ranking Debenture**").

A guaranty made by the Company, UKES, VPUK, Madison, RGS and Viking Petroleum B.V. in favour of Credit Suisse, Cayman Islands Branch (the "**Second Lien Guaranty**").

An intercreditor agreement made by, amongst others, the Company, Credit Suisse, Cayman Islands Branch, as First Lien Administrative Agent and as Second Lien Administrative Agent, Credit Suisse Cayman Islands Branch as First Lien Collateral Agent and as Second Lien Collateral Agent and GBGH LLC (the "**Intercreditor Agreement**").

The person who ~~XXXXXXXXXX~~ [will acquire] † the shares is:

† delete as
appropriate

UK Energy Systems Limited (Company Number 5727315) whose registered office is at
Brookfield House, 44 Davies Street, London, W1K 5JA.

The principal terms on which the assistance will be given are:

The Second Ranking Debenture provides that the Charging Company will on demand pay or discharge the Second Secured Liabilities in the manner provided for in the Second Lien Loan Documents (as defined therein). The Secured Liabilities mean all present and future obligations and other liabilities of any nature of each Charging Company due, owing or incurred under or in connection with the Second Lien Guaranty (as defined therein) and the other Second Lien Loan Documents to the Second Lien Collateral Agent (as defined therein) and/or any Receiver (as defined therein) (including, without limitation, under any amendments, supplements or restatements of any of the Second Lien Loan Documents or in relation to any new or increased advances or utilisations thereunder), and whether indebtedness or liabilities originally owed to all or any of the Second Lien Secured Parties and/or any Receiver or any other person or persons actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.4 (Interest) of the Second Ranking Debenture),

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Nil

after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Charging Company pursuant to the terms of the Second Lien Loan Documents) incurred in connection therewith except for any liabilities which, if they did constitute part of the Secured Liabilities would result in the Second Ranking Debenture contravening section 151 of the Companies Act 1985.

Pursuant to the Second Ranking Debenture, the Company:

- (a) charges by way of second legal mortgage, the Scheduled Property (as defined therein) and all other Property (as defined therein) in England or Wales now belonging to it;
- (b) charges by way of second fixed charge, all estates or interests now or subsequently belonging to it in, or in relation to, any Property in England and Wales (except that charged by paragraph (a) above);
- (c) charges by way of second legal mortgage all shares in any Subsidiary (as defined therein) (other than itself) owned by it or held by the Second Lien Collateral Agent or any nominee on its behalf;
- (d) (to the extent that they are not mortgaged pursuant to paragraph (c) above) by way of second fixed charge all of its Investments (as defined therein) now or subsequently belonging to it or held by any nominee on its behalf;
- (e) charges by way of second fixed charge, all rights which it may have now or subsequently in respect of any Book Debts (as defined therein);
- (f) charges by way of second fixed charge all of its Bank Balances (as defined therein);
- (g) assigns absolutely subject to a proviso for re-assignment on redemption all benefits, rights and interest of it under or in respect of any present or future contract or policy of insurance and any claim or return of premium or proceeds paid or payable in relation thereto (to the extent that the same are not otherwise subject to an effective fixed charge or assignment pursuant to Clause 3 of the Second Ranking Debenture;
- (h) charges by way of second fixed charge all of its Scheduled Personal Chattels (as defined therein) and all other Personal Chattels (as defined therein) now or subsequently belonging to it and its interest in any such Personal Chattels in its possession;
- (i) charges by way of second fixed charge all its rights (including, without limitation, the right to receive any compensation) now or subsequently of it in respect of:
 - (a) the Transaction Documents (as defined therein) and any joint venture, partnership, distributorship, building or development or similar agreement to which it is a party;
 - (b) any warranty, bond, guarantee, indemnity, Lien (as defined therein) or letter of credit issued in its favour; and
 - (c) any bill of exchange or any other negotiable instrument held by it,(to the extent that the same are not otherwise subject to an effective fixed charge pursuant to paragraphs (a) to (h) inclusive (see above) or paragraphs (j) to (k) below);
- (j) charges by way of second fixed charge any interest, claim or right which it has now or subsequently in respect of any pension fund or plan;
- (k) charges by way of second fixed charge each of the Licences (as defined therein) and all rights it might have now or subsequently in respect of that Licence;
- (l) charges by way of second fixed charge:
 - (i) all its uncalled capital;
 - (ii) all its goodwill; and
 - (iii) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof) but excluding any Carbon Credit Hedge collateral which is deemed to be a licence, authorisation or consent;
- (m) assigns absolutely (subject to the right to reassignment on redemption pursuant to Clause 16.7 (Redemption) to the Second Lien Collateral Agent all rights and interest present or future of the Second

Ranking Debenture in respect of the Relevant Agreements (as defined therein) listed in Part 1 of Schedule 8 of the Second Ranking Debenture together with the benefit of all its rights, claims and remedies in respect of such Relevant Agreements but excluding any Carbon Credit Hedge Collateral which is deemed to be a licence, authorisation or consent; and

- (n) charges by way of second floating charge, its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Second Ranking Debenture provided that the Carbon Credit Hedge Collateral shall be excluded from the floating charge.

Pursuant to the Second Lien Guaranty, the Company jointly and severally, absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required payment or by acceleration, demand or otherwise, of all Obligations (as defined therein) of each other Loan Party (as defined therein) now or hereafter existing under or in respect of the Second Lien Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent and whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "**Guaranteed Obligations**") and agrees to pay any and all expenses (including, without limitation, all reasonable fees and expenses of Counsel) incurred by the Second Lien Collateral Agent in enforcing any rights under the Guaranty or any other Second Lien Loan Document. Without limiting the generality of the foregoing, the Company's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Second Lien Secured Party under or in respect of the Second Lien Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganisation or similar proceeding involving such Loan Party.

Pursuant to the Intercreditor Agreement, the Company acknowledges the respective ranking of the security and payments thereunder between the respective parties thereto.



BAKER TILLY

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AUDITORS' REPORT TO THE DIRECTORS OF VIKING UK GAS LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

It is our responsibility to make a report to the company in accordance with Section 156(4) of The Companies Act 1985. Our work has been undertaken so that we might state to the company those matters we are required to state in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone for any other purpose for our work, for this report or for the opinions we have formed.

We have examined the attached statutory declaration of the directors dated 7 August 2006 in connection with the proposal that the company should give financial assistance for the purchase of entire issued share capital of the company's ordinary shares.

Basis of opinion

We have enquired into the state of the company's affairs in order to review the basis of the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Baker Tilly

BAKER TILLY

Registered Auditor
Chartered Accountants
2 Bloomsbury Street
London WC1B 3ST

7 August 2006

VUKG 155a1