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this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

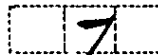
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



615393

Name of company

* BP Exploration (Angola) Limited (the "Company")

Date of creation of the charge

20 June 2007

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

"First Priority Deed of Charge" between Bechtel Overseas Corporation ("Bechtel Overseas"), Overseas Bechtel, Incorporated ("Overseas Bechtel") and the Company

Amount secured by the mortgage or charge

The Secured Obligations meaning the obligations of Angola LNG to make certain payments (i) to Bechtel Overseas under Contract No 503168 for Field Engineering, Field Procurement, Construction, Commissioning and Start-up for the Angola LNG Liquefaction Facility, and (ii) to Overseas Bechtel under Contract 501906 for Engineering, Procurement and Construction Planning for the Angola LNG Liquefaction Facility dated January 31, 2007, in either case, upon termination of such contract The Company further undertakes for the benefit of Bechtel that (inter alia) except as expressly contemplated by the terms of the Escrow Agreement, so long as the Secured Obligations (and whether or not the security expressed to be constituted by the Charge is wholly or partly invalid or unenforceable) remain outstanding, the Company shall not be entitled without the prior written consent of Bechtel to assign or transfer to any other person or create or permit to subsist any Encumbrance upon or over all or any part of the Charged Property other than the security constituted by the Charge or the Encumbrance created by the Second Deed of Charge

Except where the context otherwise requires

1. references to the parties include references to their respective successors in title and assigns.

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

Bechtel Overseas Corporation, 3000 Post Oak Boulevard Houston, Texas, 77056 and

Overseas Bechtel, Incorporated, 3000 Post Oak Boulevard Houston, Texas, 77056

(collectively referred to as "Bechtel")

Postcode 77056

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

BP Group Legal (Finance)
20 Canada Square
London E14 5NJ

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



AG9NIQQ

A50

26/06/2007

584

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of first ranking fixed charge, the Charged Property meaning all rights and claims to which the Company is now or may hereafter become entitled to all moneys now or at any time standing to the credit of the Bechtel Escrow Account and any Authorised Investments representing all or part of, or acquired from, moneys standing to the credit of the Bechtel Escrow Account, together with all rights attaching thereto, other than any income standing to the credit of the Bechtel Escrow Account

Except where the context otherwise requires

1 3-references to the parties include references to their respective successors in title and assigns,

1 4-references to any deed, instrument, certificate, agreement or contract (including to the Charge) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced in accordance with the terms thereof, and

"Affiliate" means in respect of the Company

(a) a company or any other entity in which the Company holds, directly or indirectly, the absolute majority of the votes at the shareholders meeting or equivalent corporate body of such company or entity or holds more than fifty percent (50%) of the rights and interests which confer the power of management and control over such company or entity,

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

Particulars as to commission allowance or discount (note 3)

Signed

Date

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

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

† 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 situated 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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

Company number

615393

Name of company

* delete if
inappropriate

BP Exploration (Angola) Limited (the "Company")

Limited *

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

1 2•references to any deed, instrument, certificate, agreement or contract (including to the Charge) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced in accordance with the terms thereof.

"Angola LNG" means Angola LNG Limited, a company organized and existing under the laws of Bermuda

"Bank" means The Bank of New York, a New York state chartered bank

"Encumbrance" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect

"Escrow Agreement" means the agreement entitled Bechtel Escrow Agreement dated on or about the date of the Charge between, inter alia, the Company, Angola LNG, Bechtel and the Bank

"Second Deed of Charge" means the Deed of Charge dated the date of this Charge between the Company and Angola LNG

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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(b)•another Person which, directly or indirectly, holds the absolute majority of votes at the shareholders meeting or equivalent corporate body of the Company or holds more than fifty percent (50%) of the rights and interests which confer the power of management and control over the Company, and
(c)•a company or any other entity in which either the absolute majority of votes at the shareholders meeting or equivalent corporate body of such company or entity or the rights and interests which confer the power of management and control over such company or entity are, directly or indirectly, held by another Person which directly or indirectly holds the absolute majority of votes at the shareholders meeting or equivalent corporate body of the Company or holds more than fifty percent (50%) of the rights and interests which confer the power of management and control over the Company

"Authorised Investments" means investments which are'

1 •denominated in United States Dollars, and

2 •either

(a)•U S Treasury Bills with a maximum maturity of up to three months

(b)•Commercial Paper with a maturity of any such investment not exceeding sixty (60) days where the issuer of such commercial paper has a minimum senior long-term unsecured credit rating of Aa3 by Moody's or AA- by Standard & Poor's or Fitch (provided that where ratings of the aforementioned rating agencies are different, the lowest credit rating should be used to establish the applicable rating) and which commercial paper is not issued by an Affiliate of the Company

(c)•Money Market Funds which are of Institutional Class with a minimum credit rating of AAAm by Standard & Poor's, Aaa by Moody's or AAA/V-1+ by Fitch provided that in cases where ratings are different, the lowest credit rating should be used to establish the applicable rating

"Bechtel Escrow Account" means the deposit account established by the Company with the Bank pursuant to the Escrow Agreement and referred to therein as the "Bechtel Escrow Account" and each account which may hereafter be established in replacement for such deposit account with any successor to the Bank in accordance with the Escrow Agreement or a bank selected by Overseas Bechtel in accordance with the Escrow Agreement

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00615393

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST PRIORITY DEED OF CHARGE DATED THE 20th JUNE 2007 AND CREATED BY BP EXPLORATION (ANGOLA) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANGOLA LNG LIMITED TO BECHTEL OVERSEAS CORPORATION AND OVERSEAS BECHTEL, INCORPORATED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JUNE 2007.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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