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write in
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

a

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)

"Second Priority Deed of Charge" between Angola LNG Limited and the Company

Amount secured by the mortgage or charge

The Secured Obligations meaning (i) if the Company is a shareholder of Angola LNG, the obligation of the Company to purchase shares of common stock of Angola LNG pursuant to the Shareholders Deed, to fund cash calls pursuant to the Shareholders Deed or to make loans pursuant to the Shareholders Deed, or (ii) if the Company is not a shareholder of Angola LNG, the obligation of an Affiliate of the Company to purchase such shares, fund such cash calls or make such loans

The Company further undertakes for the benefit of Angola LNG that, 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 hereby constituted is wholly or partly invalid or unenforceable) remain outstanding, the Company shall not be entitled without the prior written consent of Angola LNG 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 hereby constituted or the Encumbrance created by the First Deed of Charge

Except where the context otherwise requires

15 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

Angola LNG Limited, Avenue Lenine 58, Edificio AAA, 2 Andar, Caixa Postal 2950, Luanda, Angola
("Angola LNG")

Postcode 2950

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

THURSDAY



A52

A7WXSQZR

05/07/2007

COMPANIES HOUSE

619

Short particulars of all the property mortgaged or charged

By way of second ranking (subject only to the charge created by the First Deed of Charge) 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 7•references to the parties include references to their respective successors in title and assigns,

1 8•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

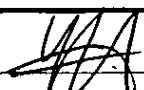
(a)•a company or any other entity in which the Company holds, directly or indirectly, the absolute majority of the votes at the shareholders meeting or equivalent corporate body of such company or entity or holds more than fifty percent (50%) of the rights and interests which confer the power of management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

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Particulars as to commission allowance or discount (note 3)

Signed



Date

2 July 2007

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 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 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

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

Limited *

* delete if
inappropriate

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

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16. 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

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

"Bechtel Overseas" means Bechtel Overseas Corporation, 3000 Post Oak Boulevard Houston, Texas, 77056

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

"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 Overseas, Overseas Bechtel and the Bank

"First Deed of Charge" means the Deed of Charge dated on or about the date of the Charge between the Company, Bechtel Overseas and Overseas Bechtel

"Shareholders Deed" means the First Amended and Restated Shareholders Deed executed by and among Sonangol Gás Natural, Limitada, Cabinda Gulf Oil Company Limited, the Company, TOTAL LNG Angola Limited and Angola LNG as an amendment and restatement of the Shareholders Agreement among such parties dated November 4, 2005, as amended, amended and restated or varied from time to time in accordance with the terms thereof

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

*Please complete
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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 pursuant to 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 SECOND 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 THE COMPANY TO ANGOLA LNG LIMITED 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 5th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JULY 2007.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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