

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Boys Swt

026404 to

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

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

\* insert full name  
of company

Name of company

\* PENTEX ENERGY PLC a company registered under the laws of England and Wales and having its registered office at  
11 Grosvenor Crescent, London SW1X 7EE (the "Company")

Date of creation of the charge

25th March 2002

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities.

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

The Governor and Company of the Bank of Scotland, constituted by Act of Parliament 1695, having its head office at  
The Mound, Edinburgh (the "Security Trustee") (for itself and as Security Trustee for the Banks).

Postcode EH1 1YZ

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

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
EDINBURGH EH1 2EN  
Our Ref: DBBL/FCMT/SJP/BOS001.1210

For official Use  
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

The Assets.

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

N/A

Signed



Date

8 April 2002

On behalf of ~~[company]~~ [chargee]\*

\*  
delete as  
appropriate

The address of the Registrar of Companies is: -

Companies House, Crown Way, Cardiff CF4 3UZ

**These are the definitions referred to in the foregoing Companies Form 395 in respect of a Debenture by Pentex Energy PLC in favour of the Governor and Company of the Bank of Scotland dated 25th March 2002**

**Assets** shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

**Banks** means each of the parties to the second part of the Facility Agreement and each other bank or financial institution which becomes a New Bank under Clause 27 of the Facility Agreement;

The expression the Security Trustee will include persons deriving title from the Security Trustee;

**Existing Bank** is defined in clause 27(5) of the Facility Agreement;

**Facility Agreement** means the facility agreement dated 4th January 1991 as amended and restated on 3rd March 1993 by a Supplemental Agreement executed 18th February 1993, as further amended as of 1st January 1994 by a Supplemental Agreement executed 8th, 19th, 20th and 29th April 1994, as further amended and restated by a Supplemental Agreement executed on 22nd December 1994 and as further amended as of 4th January 1996 by a Supplemental Agreement executed 5th January 1996 and as further amended as of 24th December 1996 by a Supplemental Agreement executed 20th, 23rd and 24th December 1996, as further amended and restated by a Supplemental Agreement dated 29th February 2000 between Pentex Oil Plc, Pentex Oil UK Limited, Pentex Oil and Gas Limited, Pentex Italia Limited, the Banks (as defined therein) and The Governor and Company of the Bank of Scotland as Agent and as further amended and restated by a Supplemental Agreement dated 22 and 25 March 2002 between *inter alia*, the parties to the original facility agreement, the Company and Pentex Energy Plc relating to the provision of a term loan as amended, restated or supplemented from time to time;

**New Bank** means a bank or other financial institution to which Existing Bank seeks to transfer all or part of its rights and obligations hereunder in accordance with Clause 27 of the Facility Agreement;

**Secured Liabilities** shall mean all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Security Trustee and each Bank under the Charge, the Facility Agreement and any other Security Document by the Company whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Security Trustee shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Security Trustee may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual the Security Trustee rates and practice as well after as before any demand made or decree obtained under the Charge; and

The expressions **holding company** and **subsidiary** shall have the meanings given to them in Section 736 of the Companies Act 1985.

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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. 01915605

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 25th MARCH 2002 AND CREATED BY PENTEX ENERGY PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 2002.

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —