

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser who, if you are taking advice in the United Kingdom, is authorised pursuant to the Financial Services and Markets Act 2000 or, if you are in a territory outside the United Kingdom, is an appropriately authorised independent financial adviser.

This document, and any documents incorporated into it by reference, should be read in conjunction with the accompanying Form of Acceptance which forms part of this document (if you hold Dana Shares in certificated form).

If you have sold or otherwise transferred all of your Dana Shares and/or your Dana Convertible Bonds (other than pursuant to the Offers), please send this document and the accompanying documents at once to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. **However, the foregoing documents must not be forwarded, distributed or transmitted in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws in that jurisdiction.** If you have sold or transferred part of your holding of Dana Shares and/or your Dana Convertible Bonds, please consult the bank, stockbroker or other agent through whom the sale or transfer was effected.

Final* Cash Offer

by

KOREA NATIONAL OIL CORPORATION

for

DANA PETROLEUM PLC

To accept the Share Offer in respect of Certificated Dana Shares, the Form of Acceptance should be completed, signed and returned as soon as possible and, in any event, so as to be received by Computershare by post at Corporate Actions Projects, Bristol BS99 6AH or by hand (during normal business hours only) at The Pavilions, Bridgwater Road, Bristol BS13 8AE not later than 1.00 p.m. (London time) on 23 September 2010.

Acceptances in respect of Uncertificated Dana Shares should be made electronically through CREST so that the TTE Instruction settles not later than 1.00 p.m. (London time) on 23 September 2010. If you are a CREST sponsored member you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE Instruction to Euroclear.

Dana Convertible Bondholders who wish to accept the Convertible Bond Offer in respect of Dana Convertible Bonds should submit or arrange to have submitted on their behalf to the relevant Clearing System as soon as possible, and in any event so as to be received by the relevant Clearing System not later than 1.00 p.m. (London time) on 23 September 2010, a duly completed Electronic Instruction Notice. Dana Convertible Bondholders should check with the bank, securities broker or any other intermediary through which they hold their Dana Convertible Bonds whether such intermediary will apply different deadlines for participation to those set out in this document and, if so, should follow those deadlines. The deadlines set by each of the Clearing Systems for submission of Electronic Instruction Notices will be earlier than the relevant deadlines as set out in this document.

The procedure for acceptance of the Offers is set out on page 6 and in paragraphs 15 and 16 of Part I of this document and, in respect of Certificated Dana Shares, is further described in the Form of Acceptance.

This document, together with all information incorporated into this document by reference to another source, will be available on KNOC's website http://www.knoc.co.kr/ENG/include/ma_pop.jsp by no later than 12 noon (London time) on 26 August 2010.

You may request a hard copy of this document and/or any information incorporated into this document by reference to another source by contacting Computershare at Corporate Actions Projects, Bristol BS99 6AH or on 0870 707 1887 (if calling from the UK) or +44 870 707 1887 (if calling from outside the UK) or (if you are a Dana Convertible Bondholder) by contacting BNP Paribas at Corporate Trust Services, 33, Rue de Gasperich, Hesperange L-5826 Luxembourg or on +352 26 96 20 00. You may also request that all future documents, announcements and information to be sent to you in relation to the Offers should be in hard copy form.

Bank of America Merrill Lynch is acting exclusively for KNOC and no one else in connection with the Offers and will not be responsible to anyone other than KNOC for providing the protections afforded to clients of Bank of America Merrill Lynch or for providing advice in connection with the Offers or any matter referred to herein.

Unless otherwise determined by KNOC or required by the City Code, and permitted by applicable law and regulation, subject to certain exemptions, the Offers will not be capable of acceptance from or within a Restricted Jurisdiction. Accordingly, copies of this document and the Form of Acceptance and any other accompanying document must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent (including, without limitation, by way of facsimile, transmission, telephone or internet) in, into or from a Restricted Jurisdiction and persons receiving this document, the Form of Acceptance and any other accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may invalidate any purported acceptance of the Offers. The availability of the Offers to Dana Shareholders and Dana Convertible Bondholders who are not resident in the United Kingdom or the United States may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves about and observe any applicable legal or regulatory requirements of their jurisdiction.

* KNOC reserves its right to increase the Share Offer: (i) if a competitive situation arises (including if a third party announces an offer or possible offer for Dana); (ii) with the recommendation of the Dana Board; or (iii) if Dana announces any material new information after the date specified as the last date for any such announcements in Rule 31.9 of the City Code.

Dana Convertible Bonds

The communication of this document to Dana Convertible Bondholders and any other documents or materials relating to the Convertible Bond Offer is not being made, and such documents and/or materials have not been approved, by an authorised person for the purposes of section 21 of the Financial Services and Markets Act 2000. Accordingly, such documents and/or materials in so far as they relate to the Convertible Bond Offer are not being distributed to, and must not be passed on to, the general public in the United Kingdom, and are only for circulation to persons outside the United Kingdom or to persons within the United Kingdom falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”)) or to other persons to whom it may lawfully be communicated in accordance with the Order.

This document does not constitute an offer to buy or a solicitation of an offer to sell any Dana Convertible Bonds, and tenders of Dana Convertible Bonds in the Convertible Bond Offer will not be accepted from Dana Convertible Bondholders, in any jurisdiction in which such offer or solicitation is unlawful.

Dana Convertible Bondholders should not request that a copy of this document be forwarded to any jurisdiction where to do so would constitute a violation of the relevant laws in that jurisdiction. None of KNOC, Dana or the Tender Agent will be responsible for the communication of this document or any documents relating to the Offers to any Dana Convertible Bondholder who is in a Restricted Jurisdiction.

Disclosure requirements of the Takeover City Code (the “City Code”)

Under Rule 8.3(a) of the City Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any paper offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any paper offeror is first identified. An Opening Position Disclosure must contain details of the person’s interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any paper offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a paper offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the City Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any paper offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any paper offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person’s interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a paper offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel’s website at <http://www.thetakeoverpanel.org.uk>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel’s Market Surveillance Unit on +44 (0)20 7638 0129.

Overseas Holders

The Offers are not being made, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and the Offers are not capable of acceptance from or within a Restricted Jurisdiction. Accordingly, copies of this document, the Form of Acceptance and any accompanying document are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this document, the Form of Acceptance and any accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may invalidate any purported acceptance of an Offer. The availability of the Offers to Dana Shareholders and/or Dana Convertible Bondholders who are not resident in the United Kingdom or the United States may be affected by the laws of the relevant jurisdictions in which they are resident. Such persons should read paragraph 5 of Part C and paragraph 3 of Part D (if such person holds Dana Shares in certificated form) or paragraph 3 of Part E (if such person holds Dana Shares in uncertificated form) or paragraph 3 of Part F (if such person holds Dana Convertible Bonds) of Appendix I to this document and inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions.

If you are not a resident of England and Wales, please read the following:

The Offers are being made in the United States in reliance on, and compliance with, Section 14(e) of the US Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and Regulation 14E thereunder. The Offers are being made for securities of an English company and are subject to United Kingdom disclosure requirements which are different from certain United States disclosure requirements. In addition, US investors should be aware that this document has been prepared in accordance with a United Kingdom format and style, which differs from the United States format and style. In particular, the appendices to this document contain information concerning the Offers required by UK disclosure requirements which may be material and may not have been summarised elsewhere in the document. Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved the Offers or passed upon the adequacy or completeness of this document or any documentation relating to the Offers. Any representation to the contrary is a criminal offence. Furthermore, the payment and settlement procedure with respect to the Offers will comply with the relevant United Kingdom rules, which differ from United States payment and settlement procedures, particularly with regard to the date of payment of consideration. In accordance with normal United Kingdom market practice, KNOC or any person acting on their behalf may, from time to time, make certain market or private purchases of, or arrangements to purchase, directly or indirectly, Dana Shares other than pursuant to the Share Offer, or Dana Convertible Bonds other than pursuant to the Convertible Bond Offer, before or during the period that the Offers remain open for acceptance. Any such purchases, or arrangements to purchase, will be made outside the United States and in compliance with applicable law, including the Exchange Act. Any information about such purchases will be publicly announced as required by law or regulation in the United Kingdom and the United States.

The financial information relating to KNOC and the KNOC Group referred to in this document has been extracted from the KNOC Annual Report and Accounts 2007, the KNOC Annual Report and Accounts 2008 and the KNOC Annual Report and Accounts 2009 (together, the “**KNOC Annual Reports**”). The KNOC Annual Reports have been prepared in accordance with auditing standards generally accepted in the Republic of Korea. In addition, the financial information relating to the Dana Group has been extracted from the Dana Annual Report and Accounts 2007, Dana Annual Report and Accounts 2008, the Dana Annual Report and Accounts 2009 (the “**Dana Annual Reports**”) and the Petro-Canada Netherlands Financial Information. The Dana Annual Reports and the Petro-Canada Netherlands Financial Information have been prepared in accordance with IFRS. Even though the financial statements in the KNOC Annual Reports and the Dana Annual Reports may contain a reconciliation of certain line items to Generally Accepted Accounting Principles in the United States, neither the financial information nor statements in this document may be wholly comparable to financial information or statements of United States companies or companies whose financial statements are solely prepared in accordance with Generally Accepted Accounting Principles in the United States.

KNOC is a fully state-owned energy company organised under the laws of the Republic of Korea and Dana is an independent oil and gas exploration and production company organised under the laws of England and Wales. Some or all of the officers and directors of KNOC and Dana, respectively, are residents of countries other than the United States. In addition, most of the assets of KNOC and Dana are located

outside the United States. As a result, it may be difficult for Dana Shareholders and Dana Convertible Bondholders who are resident in such countries outside of England and Wales to effect service of process within the United States upon KNOC or Dana or their respective officers or directors or to enforce against them a judgment of a US court predicated upon the federal or state securities laws of the United States.

Any person (including custodians, nominees and trustees) who would, or otherwise intends to, or may have a contractual or legal obligation to forward this document and/or the Form of Acceptance to any jurisdiction outside the United Kingdom, should read paragraph 5 of Part C, paragraph 3 of Part D, paragraph 3 of Part E and paragraph 3 of Part F of Appendix I to this document before taking any action.

Forward Looking Statements

This document and the documents incorporated by reference into it contain statements about KNOC and Dana that are or may be forward looking statements. All statements other than statements of historical facts included in this document may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words “targets”, “plans”, “believes”, “expects”, “aims”, “intends”, “will”, “may”, “anticipates”, “estimates”, “projects” or, words or terms of similar substance or the negative thereof, are forward looking statements. Forward looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of KNOC’s or Dana’s operations and potential synergies resulting from the Offers; and (iii) the effects of government regulation on KNOC’s or Dana’s business.

Such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied in any forward looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, which speak only as of the date of this document. KNOC disclaims any obligation to update any forward looking or other statements contained herein, except as required by applicable law.

All subsequent written and oral forward looking statements attributable to KNOC or persons acting on KNOC’s behalf are expressly qualified in their entirety by the cautionary statements above. The forward looking statements included herein are made only as of the date of this document. KNOC does not intend, and does not undertake any obligation, to update these forward looking statements.

ACCEPT KNOC's OFFERS

- KNOC's Share Offer of 1,800 pence per share represents a **premium of 59 per cent.** to Dana's pre-bid speculation share price⁽¹⁾
- KNOC believes that the Share Offer provides **compelling value in cash** for Dana Shareholders
- KNOC believes that the Share Offer incorporates a **full and fair value** for Dana's entire portfolio of production, development and exploration assets

**DANA SHAREHOLDERS ARE
ENCOURAGED TO ACCEPT THE
SHARE OFFER IMMEDIATELY**

**ACCEPTANCES OF THE OFFERS
SHOULD BE RECEIVED BY NO
LATER THAN 1.00 P.M. (LONDON
TIME) ON 23 SEPTEMBER 2010**

The procedure for acceptance of the Offers is set out on page 6 and in paragraphs 15 and 16 of Part I of this document.

(1) Premium to 1,135 pence, being the Closing Price per Dana Share on 30 June 2010 (being the last Business Day prior to the date of the announcement that Dana had received an approach and the commencement of the Offer Period)

TO ACCEPT THE SHARE OFFER

If you hold Dana Shares in certificated form:

If you hold your Dana Shares, or any of them, in certificated form (that is, not in CREST), to accept the Share Offer in respect of those Dana Shares, you should complete the Form of Acceptance in accordance with the instructions printed on it and paragraphs 15(a)(i) to 15(a)(iv) of Part I of this document and Parts C and D of Appendix I to this document. You must return the completed Form of Acceptance (together with your share certificate(s) and any other documents of title) to Computershare by post at Corporate Actions Projects, Bristol BS99 6AH or by hand (during normal business hours) to Computershare at The Pavilions, Bridgwater Road, Bristol BS13 8AE as soon as possible and, in any event, **so as to be received by Computershare not later than 1.00 p.m. (London time) on 23 September 2010.** A reply-paid envelope for use in the UK only is enclosed for your convenience.

If you hold Dana Shares in uncertificated form:

If you hold your Dana Shares, or any of them, in uncertificated form (that is, in CREST), to accept the Share Offer in respect of those Dana Shares, you should follow the procedure for Electronic Acceptance through CREST so that the TTE Instruction settles as soon as possible and, in any event, **not later than 1.00 p.m. (London time) on 23 September 2010.** Further details on the procedures for acceptance of the Share Offer if you hold any of your Dana Shares in uncertificated form are set out in paragraph 15(b) of Part I of this document and Parts C and E of Appendix I to this document. If you hold your Dana Shares as a CREST-sponsored member, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE Instruction(s) to Euroclear.

ACCEPTANCES OF THE SHARE OFFER MUST BE RECEIVED BY 1.00 P.M. (LONDON TIME) ON 23 SEPTEMBER 2010.

If you require assistance relating to the Share Offer, please telephone Computershare on 0870 707 1887, if calling from the UK, or, if calling from outside the UK, +44 870 707 1887

Please note that Computershare cannot provide any advice on the merits of the Offers or provide any financial, legal or tax advice, or provide any assistance in relation to the Convertible Bond Offer.

The Helpline will be available between 8.30 a.m. and 5.00 p.m. (London time) Monday to Friday (except UK public holidays).

Calls to the 0870 number cost up to 10 pence per minute (including VAT) plus your service provider's network extras. Calls to the Helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes.

TO ACCEPT THE CONVERTIBLE BOND OFFER

Dana Convertible Bondholders should follow the procedures set out in paragraph 16 of Part I of this document if they wish to accept the Convertible Bond Offer.

ACCEPTANCES OF THE CONVERTIBLE BOND OFFER MUST BE RECEIVED BY 1.00 P.M. (LONDON TIME) ON 23 SEPTEMBER 2010.

If you require assistance relating to the Convertible Bond Offer, please telephone BNP Paribas on +352 26 96 20 00. BNP Paribas cannot provide advice on the merits of the Offers or provide any financial, legal or tax advice, or provide any assistance in relation to the Share Offer.

You are advised to read this document carefully.

TABLE OF CONTENTS

	<u>Page</u>
PART I — LETTER FROM KNOC	8
PART II — APPENDICES	21
APPENDIX I CONDITIONS TO, AND FURTHER TERMS OF, THE OFFERS	21
PART A — CONDITIONS AND CERTAIN FURTHER TERMS OF THE SHARE OFFER	21
PART B — CONDITIONS OF THE CONVERTIBLE BOND OFFER	27
PART C — FURTHER TERMS OF THE OFFERS	28
PART D — FORM OF ACCEPTANCE (CERTIFICATED SHARES)	41
PART E — ELECTRONIC ACCEPTANCE (UNCERTIFICATED SHARES)	44
PART F — ACCEPTANCE OF THE CONVERTIBLE BOND OFFER	47
APPENDIX II FINANCIAL INFORMATION OF DANA AND THE DANA GROUP	50
APPENDIX III FINANCIAL INFORMATION OF KNOC AND THE KNOC GROUP	52
APPENDIX IV TAXATION	54
APPENDIX V ADDITIONAL INFORMATION	55
APPENDIX VI DEFINITIONS	66

PART I — LETTER FROM KNOC



Korea
National Oil Corporation

1588-14, Gwanyang-dong, Dongan-gu,
Anyang, Gyeonggi-do, 431-711 KOREA

TEL: 82-31-380-2114
FAX: 82-31-387-9321

25 August 2010

To Dana Shareholders and Dana Convertible Bondholders and, for information only, to persons with information rights and the participants in the Dana Share Schemes

Dear Dana Shareholder or Dana Convertible Bondholder,

FINAL* CASH OFFER FOR DANA PETROLEUM PLC

1 Introduction

On 20 August 2010, KNOC announced the terms of a cash offer of 1,800 pence per Dana Share to acquire the entire issued and to be issued ordinary share capital of Dana. KNOC also announced a cash offer to acquire the Dana Convertible Bonds.

The Offers together value the entire issued ordinary share capital of Dana and the Dana Convertible Bonds at approximately £1.87 billion.

This letter and Appendix I to this document contain the formal terms and conditions of the Offers.

2 The Share Offer

The Share Offer, which is subject to the terms and the conditions set out below and in Appendix I, is being made on the following basis:

for each Dana Share

1,800 pence in cash

The price of 1,800 pence for each Dana Share represents a premium of approximately:

- 59 per cent. to 1,135 pence, being the Closing Price on 30 June 2010 (being the last Business Day prior to the date of the announcement that Dana had received an approach and the commencement of the Offer Period); and
- 56 per cent. to 1,151 pence, being the average Closing Price per Dana Share for the six months up to and including 30 June 2010 (being the last Business Day prior to the date of the announcement that Dana had received an approach and the commencement of the Offer Period).

KNOC believes that the Share Offer incorporates a full and fair value for Dana's entire portfolio of production, development and exploration assets and provides Dana Shareholders with an opportunity to realise a compelling value in cash at a significant premium to Dana's pre-bid speculation share price.

The Share Offer is final and will not be increased save that KNOC reserves its right to increase the Share Offer: (i) if a competitive situation arises (including if a third party announces an offer or possible offer for Dana); (ii) with the recommendation of the Dana Board; or (iii) if Dana announces any material new information after the date specified as the last date for any such announcements in Rule 31.9 of the City Code.

The Dana Shares acquired under the Share Offer will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid on or after 20 August 2010.

* KNOC reserves its right to increase the Share Offer: (i) if a competitive situation arises (including if a third party announces an offer or possible offer for Dana); (ii) with the recommendation of the Dana Board; or (iii) if Dana announces any material new information after the date specified as the last date for any such announcements in Rule 31.9 of the City Code.

3 The Convertible Bond Offer

The Convertible Bond Offer, which is subject to the terms and conditions set out below and in Appendix I, is being made on the following basis:

If the Share Offer becomes or is declared unconditional in all respects on or before 17 November 2010, £141,509.43 in cash for each £100,000 principal amount of Dana Convertible Bonds

or

If the Share Offer becomes or is declared unconditional in all respects after 17 November 2010, £142,959.43 in cash for each £100,000 principal amount of Dana Convertible Bonds

The cash consideration payable under the Convertible Bond Offer reflects the adjusted exchange price of the Dana Convertible Bonds which would apply in the event of a change of control of Dana as summarised below (the “**Change of Control Exchange Price**”). KNOC reserves the right to adjust the terms of the Convertible Bond Offer if, prior to the date on which the Share Offer becomes unconditional in all respects, Dana takes any action which results or would result in any adjustment to the exchange price of the Dana Convertible Bonds.

If a Dana Convertible Bondholder holds Dana Convertible Bonds in amounts which are not multiples of £100,000, that Dana Convertible Bondholder will be entitled to receive (i) £1,415.0943 in respect of each multiple of £1,000 principal amount of Dana Convertible Bonds if the Share Offer becomes or is declared unconditional in all respects on or before 17 November 2010 or (ii) £1,429.5943 in respect of each multiple of £1,000 principal amount of Dana Convertible Bonds if the Share Offer becomes or is declared unconditional in all respects after 17 November 2010. The aggregate amounts payable to Dana Convertible Bondholders who accept the Convertible Bond Offer will be rounded down to the nearest pence.

The current exchange price that applies under the terms and conditions of the Dana Convertible Bonds is £16.45 per Dana Share. If and when the Share Offer becomes or is declared unconditional in all respects, then, for a period from such date until the date which falls 60 calendar days after the later of the date of the Share Offer becoming or being declared unconditional in all respects and the date Dana gives Dana Convertible Bondholders notice of that fact (the “**Relevant Event Period**”), Dana Convertible Bondholders would be able to exercise their rights to convert their Dana Convertible Bonds into Dana Shares at the Change of Control Exchange Price. Assuming the exchange price of £16.45 per Dana Share does not change over or before the Relevant Event Period, the Change of Control Exchange Price applicable to the Dana Convertible Bonds during the Relevant Event Period would be £12.72 per Dana Share.

The cash payable under the Convertible Bond Offer (if the Share Offer becomes or is declared unconditional in all respects on or before 17 November 2010) is equal to the amount that would be received by a Dana Convertible Bondholder who, within the Relevant Event Period, validly converted his Dana Convertible Bonds into Dana Shares at the Change of Control Exchange Price applicable to the Dana Convertible Bonds and, if the Share Offer remained open for acceptances, accepted the Share Offer in respect of such Dana Shares. The increased cash amount payable under the Convertible Bond Offer if the Share Offer becomes or is declared unconditional in all respects after 17 November 2010 reflects the interest payment that would be due to Dana Convertible Bondholders on 17 January 2011.

The Share Offer extends to all Dana Shares unconditionally allotted or issued upon any conversion of Dana Convertible Bonds whilst the Share Offer is open for acceptance (or any earlier date as KNOC may, subject to the City Code, decide) and, accordingly, Dana Convertible Bondholders who validly convert their Dana Convertible Bonds into Dana Shares during such period will, subject to the terms and conditions contained in this Offer Document, be eligible to accept the Share Offer. Such Dana Convertible Bondholders should note, however, that conversion outside the Relevant Event Period described above would not be at the Change of Control Exchange Price but at the current exchange price of £16.45 per Dana Share.

The Convertible Bond Offer is conditional on the Share Offer becoming or being declared unconditional in all respects.

Dana Convertible Bondholders should note that they have the right to require Dana to redeem their Dana Convertible Bonds on the “**Relevant Event Put Date**”, being the 14th Business Day in London after the end of the Relevant Event Period, at the principal amount of such Dana Convertible Bonds together with interest accrued to, but excluding, the Relevant Event Put Date.

Dana Convertible Bondholders should note that, if they accept the Convertible Bond Offer and the Convertible Bond Offer becomes unconditional in all respects, they will not thereafter be entitled to require redemption of their Dana Convertible Bonds as referred to above.

4 Background to and reasons for the Offers

KNOC has an ambitious strategy to grow its production and reserve base with a strategic objective to achieve production volumes of 0.3 million boe per day and reserves of 2 billion boe by 2012. KNOC intends to achieve this growth, in part, through the acquisition of oil and gas assets and companies.

KNOC has a well-established track record of international acquisitions having acquired, during 2008 and 2009, Harvest Energy Trust (Canada) for approximately US\$3.9 billion, an 85 per cent. stake in Sumbe JSC (Kazakhstan) for approximately US\$284 million, a 50 per cent. stake in Peru-focused Offshore International Group, Inc. for approximately US\$450 million and an 80 per cent. stake in Taylor Energy Company LLC (renamed ANKOR Energy) in the USA for approximately US\$877.4 million.

With its focus on the North Sea and Africa, Dana represents an opportunity for KNOC to expand its core lines of international business.

KNOC believes that the Share Offer is attractive for Dana Shareholders, incorporating a full and fair value for Dana's entire portfolio of production, development and exploration assets, providing certainty, in cash, at a compelling value, and representing a significant premium to Dana's pre-bid speculation share price.

KNOC also believes that the Share Offer fully and fairly reflects all of Dana's recently announced and ongoing developments, together with its exploration potential, and follows an original indicative proposal of 1,700 pence per Dana Share tabled by KNOC on 17 June 2010. KNOC has not since made any negative adjustment to the Share Offer for Bamboo or Monkwell drilling results or for the unfavourable movement in the US\$/£ exchange rate since the original indicative proposal.

Dana has recently acquired Petro-Canada Netherlands through a competitive auction in its effort to achieve growth. KNOC's Share Offer assumes that Dana has paid, and will continue to pay, full and fair value for any assets acquired through such auction processes.

A significant proportion of Dana's assets are in development. The future performance of Dana will be subject to the on-time and on-budget start-up of these developments. KNOC believes that the Offers incorporate full and fair value for these future developments, today, in cash.

5 Letters of intent

In its announcement on 12 August 2010, Dana stated that "It is very clear to the Dana Board that KNOC is also unwilling to ascribe any value to Dana's ongoing business development programme, despite being aware of significant, well advanced, non-public and valuable activities in this area, which could materially increase Dana's oil production and reserves in the near term, and which Dana believes would be in line with KNOC's publicly stated strategy of acquiring reserves and production".

On 19 August 2010, Dana announced that it will publish its interim results on 27 August 2010 and stated that in addition to a review of the period ended 30 June 2010, Dana will give a full operational update on its current production, development and exploration activities and its near term business development programme.

In the light of the assertion that KNOC continues to be aware of significant, well advanced, non-public information, as a matter of prudence, KNOC has not acquired any Dana Shares and has not sought any irrevocable undertakings to accept the Share Offer.

However, on 19 August 2010, KNOC received letters of intent from the holders of, in aggregate, approximately 48.62 per cent. of interests in Dana Shares. The letters of intent were received:

- from Dana Shareholders in respect of a total of 19,624,157 Dana Shares, representing approximately 21.21 per cent. of the existing issued ordinary share capital of Dana; and
- from the holders of long positions in Dana Shares (held through contracts for difference ("CFDs")) representing long economic interests in 25,370,615 Dana Shares (representing approximately 27.42 per cent. of the existing issued ordinary share capital of Dana).

The letters of intent from Dana Shareholders contain non-binding statements of intent to accept, or procure the acceptance of, the Share Offer. The letters of intent from the holders of long CFDs contain

non-binding statements of intent to use reasonable endeavours (or to seek) to procure the acceptance of the Share Offer in respect of any underlying Dana Shares represented by the CFDs.

As at 24 August 2010 (being the latest practicable date prior to the publication of this document):

- a Dana Shareholder that had provided a letter of intent had made a dealing disclosure confirming that it had reduced its holding of Dana Shares by 1,509,712 Dana Shares (representing approximately 1.63 per cent. of the issued ordinary share capital of Dana) since the time it provided the letter of intent; and
- holders of long positions in Dana Shares (held through CFDs) that had provided letters of intent had made dealing disclosures confirming that they had reduced their long positions in respect of economic interest in 1,468,654 Dana Shares (representing approximately 1.59 per cent. of the issued ordinary share capital of Dana) since the time they had provided their letters of intent.

Consequently, as at 24 August 2010 (being the latest practicable date prior to the publication of this document) the letters of intent related to (i) 18,114,445 Dana Shares, representing approximately 19.58 per cent. of the existing issued ordinary share capital of Dana; and (ii) long interests in 23,901,961 Dana Shares (representing approximately 25.83 per cent. of the existing issued ordinary share capital of Dana), and in aggregate, approximately 45.41 per cent. of interests in Dana Shares.

Further details of these letters of intent are set out in paragraph 5 of Appendix V to this document.

6 Information on KNOC

KNOC is a fully state-owned energy company whose objectives are to explore and secure energy sources and to store and distribute petroleum stocks for the Republic of Korea.

KNOC was first established as the Korea Petroleum Development Corporation in 1979 and was renamed KNOC in 1999.

As at 30 June 2010, KNOC operated 47 blocks of exploration, development and production in 17 countries, with 2P Reserves of 861 million boe and daily production of 131,790 boe. In addition, as at 30 June 2010, KNOC had 124 million bbl of stockpiles with 9 stockpiling facilities in the Republic of Korea, representing total capacity of 146 million bbl.

For the year ended 31 December 2009, KNOC reported sales of approximately US\$1.5 billion, net income of approximately US\$361 million and total assets (as at 31 December 2009) of US\$14.7 billion.

7 Information on Dana

Dana is an independent oil and gas exploration and production company listed on the Official List of the London Stock Exchange. Dana's activities are focused within the two core areas of Europe (North Sea) and Africa (North & West).

On 13 August 2010, Dana completed the acquisition of Petro-Canada Netherlands, an upstream oil and gas exploration and production company operating in the Dutch sector of the North Sea, from Petro-Canada (International) Holdings B.V., a wholly-owned subsidiary of Suncor Energy Inc., for an estimated net cash consideration of approximately €328 million (approximately £270 million or US\$393 million).

As at 21 July 2010, Dana was producing from 36 oil and gas fields across four countries and holding interests in more than 100 exploration and production licences spanning nine countries. Dana's production average was 39,365 boepd in 2008, 38,653 boepd in 2009 and approximately 38,700 boepd for the period from 1 January 2010 to 18 May 2010. Petro-Canada Netherlands' net production for the six-month period ended 30 June 2010 averaged 10,825 boepd.

For the year ended 31 December 2009, Dana reported total revenue of approximately £397.3 million, profit before tax (excluding exceptional items) of approximately £56.4 million and earnings per share (excluding exceptional items) of 25.19 pence per Dana Share. For the year ended 31 December 2009, Petro-Canada Netherlands generated net profit before tax of €142.8 million.

As at 31 December 2009, Dana had net assets of £657.1 million and Petro-Canada Netherlands had net assets of €105.2 million.

On 19 August 2010, Dana announced that it will publish its interim results on 27 August 2010 and stated that in addition to a review of the period ended 30 June 2010, Dana will give a full operational update on

its current production, development and exploration activities and its near term business development programme.

8 Management, Employees and Locations

KNOC highly values the skills, knowledge and expertise of Dana's existing operational management and employees, and expects them to play an important role in the further development and growth of the business. In due course, KNOC intends to enter into discussions with Dana's senior management regarding their potential continuing involvement in the enlarged business. Based on the information presently known to it, KNOC has no plans to change Dana's places of business and does not contemplate material changes to Dana's activities at the operational site level.

If the Share Offer becomes or is declared unconditional in all respects, KNOC intends that the existing employment rights of all Dana Group employees would continue to be safeguarded in accordance with statutory and contractual requirements.

9 Dana Share Schemes

Participants in the Dana Share Schemes will be contacted regarding the effect of the Share Offer on their rights under the Dana Share Schemes and appropriate proposals will be made to such participants in due course. The Share Offer will extend to any Dana Shares which are unconditionally allotted or issued as a result of the exercise of existing options and vesting of awards under the Dana Share Schemes before the date on which the Share Offer closes.

10 Financing

KNOC is providing the cash consideration payable under the Offers from its own resources, and committed debt financing for the Offers.

Bank of America Merrill Lynch, financial adviser to KNOC, is satisfied that sufficient resources are available to satisfy in full the cash consideration payable to Dana Shareholders and Dana Convertible Bondholders under the terms of the Offers.

Further details of the financing arrangements are set out in paragraphs 7 and 8 of Appendix V to this document.

11 Regulatory issues

The Offers are subject to the conditions and further terms set out below and in Appendix I to this document. The Offers are conditional upon, amongst other things, clearance from the Office of Fair Trading in the United Kingdom and relevant confirmations or approvals from the UK Secretary of State, the Norwegian Ministry of Petroleum and Energy and the Norwegian Ministry of Finance that the relevant exploration and production licences held by the Wider Dana Group will continue in full force following the Offers.

Having taken legal advice, KNOC is confident that any regulatory aspects relating to the consummation of the Offers are capable of being successfully dealt with.

12 Compulsory acquisition and de-listing of Dana Shares

If KNOC receives acceptances under the Share Offer in respect of, or otherwise acquires, 90 per cent. or more of Dana Shares to which the Share Offer relates, KNOC intends to exercise its rights pursuant to the provisions of Part 28 of the Companies Act, as applicable, to acquire compulsorily the remaining Dana Shares in respect of which the Share Offer has not been accepted on the same terms as the Share Offer.

If the Share Offer becomes or is declared unconditional in all respects, and sufficient acceptances under the Share Offer are received, KNOC intends to procure that Dana makes applications to cancel the listing of Dana Shares from the UKLA's Official List and to cancel admission to trading in Dana Shares on the London Stock Exchange's market for listed securities. De-listing is likely to reduce significantly the liquidity and marketability of any Dana Shares in respect of which the Share Offer has not been accepted.

It is anticipated that cancellation of listing on the Official List and of admission to trading on the London Stock Exchange will take effect no earlier than 20 Business Days after either (i) the date on which KNOC has, by virtue of its shareholdings and acceptances of the Share Offer, acquired or agreed to acquire issued share capital carrying 75 per cent. of the voting rights of Dana or (ii) the first date of issue of compulsory acquisition notices under Part 28 of the Companies Act, as applicable. KNOC will notify Dana Shareholders when the required 75 per cent. has been attained and confirm that the notice period has commenced and the anticipated date of cancellation.

Dana Convertible Bondholders should note that Dana is entitled to redeem the Dana Convertible Bonds, for the time being outstanding at their principal amount, together with interest accrued to the date fixed for redemption:

- (a) at any time if conversion rights in respect of the Dana Convertible Bonds shall have been exercised and/or purchases and/or redemptions effected in respect of 85 per cent. or more in principal amount of the Dana Convertible Bonds originally issued; or
- (b) at any time during the 45 day period immediately following the Relevant Event Period.

If the Share Offer becomes or is declared unconditional in all respects, KNOC intends to exercise the right to redeem all outstanding Dana Convertible Bonds pursuant to the above provisions and reserves the right to convert any Dana Convertible Bonds acquired by it in pursuance of the Convertible Bond Offer or to cause Dana (or any subsidiary of Dana) to redeem such Dana Convertible Bonds.

13 Taxation

Your attention is drawn to Appendix IV to this document, headed “Taxation”. If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriate professional adviser immediately.

14 Overseas Holders

The availability of the Offers to Dana Shareholders and/or Dana Convertible Bondholders who are not resident in the United Kingdom or the United States may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. If you remain in any doubt, you should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

The attention of Dana Shareholders and/or Dana Convertible Bondholders who are citizens or residents of jurisdictions outside the United Kingdom or the United States or who are holding Dana Shares and/or Dana Convertible Bonds for such citizens or residents and any person (including, without limitation, any nominee, custodian or trustee) who may have an obligation to forward any document in connection with the Offers outside the United Kingdom or the United States is drawn to paragraph 5 of Part C, paragraph 3 of Part D, paragraph 3 of Part E and paragraph 3 of Part F of Appendix I to this document and (in respect of holders of Dana Shares in certificated form) to the relevant provisions of the Form of Acceptance, which should be read before taking any action.

The Offers are not capable of acceptance from or within any Restricted Jurisdiction. Accordingly, acceptors who are unable to give the warranties set out in paragraph 3 of Part D (in respect of holders of Dana Shares in certificated form), paragraph 3 of Part E (in respect of holders of Dana Shares in uncertificated form) and/or paragraph 3 of Part F (in respect of holders of Dana Convertible Bonds) of Appendix I to this document may be deemed not to have validly accepted the relevant Offer.

All Dana Shareholders and/or Dana Convertible Bondholders (including custodians, nominees or trustees) who would, or otherwise intend to, or may have a legal or contractual obligation to, forward this document and/or the Form of Acceptance and/or any related documents to any jurisdiction outside the United Kingdom or the United States, should read the further details in this regard, which are contained in paragraph 5 of Part C, paragraph 3 of Part D, paragraph 3 of Part E and paragraph 3 of Part F of Appendix I to this document, before taking any action.

Notwithstanding the foregoing, KNOC retains the right to permit the Offers to be accepted or any sale of securities pursuant to the Offers to be completed if, in its sole discretion, it is satisfied that the transaction in question can be undertaken in compliance with applicable law and regulation.

By accepting the Share Offer, Dana Shareholders will be deemed to make the series of representations and warranties set out in Part D of Appendix I to this document (in respect of holders of Dana Shares in

certificated form) and Part E of Appendix I to this document (in respect of holders of Dana Shares in uncertificated form).

By accepting the Convertible Bond Offer, Dana Convertible Bondholders will be deemed to make the series of representations and warranties which are set out in Part F of Appendix I to this document.

15 Procedure for acceptance of the Share Offer

Dana Shareholders who hold their Dana Shares in certificated form should read paragraph (a) below in conjunction with the Form of Acceptance and Parts C and D of Appendix I to this document. The instructions on the Form of Acceptance are deemed to be part of the terms of the Share Offer.

Dana Shareholders who hold their Dana Shares in uncertificated form (that is, through CREST) should read paragraph (b) below in conjunction with Parts C and E of Appendix I to this document.

(a) If you hold Dana Shares in certificated form (i.e. not in CREST)

(i) Completion of Form of Acceptance

You will find enclosed with this document a Form of Acceptance for use in relation to the Share Offer. To accept the Share Offer in respect of Dana Shares held in certificated form, you must complete the Form of Acceptance in accordance with the instructions set out below and on the Form of Acceptance.

You should note that, if you hold Dana Shares in certificated form, but under different designations, you should complete a separate Form of Acceptance in respect of each designation. Further Forms of Acceptance can be obtained from Computershare by telephoning the Helpline on 0870 707 1887 (if calling from the UK) or +44 870 707 1887 (if calling from outside the UK).

If you have any queries as to how to complete the Form of Acceptance, please telephone the Helpline on 0870 707 1887 (if calling from the UK) or +44 870 707 1887 (if calling from outside the UK) between 8.30 a.m. and 5.00 p.m. (London time) Monday to Friday (excluding UK public holidays). The Helpline cannot provide any advice on the merits of the Offers or provide any financial, legal or tax advice, or provide any assistance in relation to the Convertible Bond Offer. Additional Forms of Acceptance are available from Computershare on request.

To accept the Share Offer in respect of all your Dana Shares

To accept the Share Offer in respect of all your Dana Shares, you must complete Box 3 of the enclosed Form of Acceptance. If appropriate, you should also complete Boxes 1, 5 and/or 6. In all cases, you must complete Box 4 of the enclosed Form of Acceptance in accordance with the instructions printed on the Form of Acceptance.

To accept the Share Offer in respect of less than all your Dana Shares in certificated form

To accept the Share Offer in respect of less than all your Dana Shares, you must insert in Box 3 on the enclosed Form of Acceptance such lesser number of Dana Shares in respect of which you wish to accept the Share Offer in accordance with the instructions printed thereon. You should then follow the procedure set out above in respect of such lesser number of Dana Shares. If you do not insert a number in Box 3 of the Form of Acceptance, or if you insert in Box 3 a number which is greater than the number of Dana Shares that you hold and you have signed either Box 4A or Box 4B, your acceptance will be deemed to be in respect of all Dana Shares held by you.

General requirements

In all cases, you must sign Box 4A or Box 4B on the relevant Form of Acceptance including, if you are an individual, in the presence of a witness who should also sign in accordance with the instructions printed on it. Any Dana Shareholder which is a company should execute the relevant Form of Acceptance in accordance with the instructions printed on it.

(ii) Documents of Title

Your completed, signed and witnessed Form of Acceptance should be accompanied by the relevant share certificate(s) and/or other document(s) of title. If, for any reason, your share

certificate(s) and/or other document(s) of title is/are not readily available, you should nevertheless complete, sign and return your completed Form of Acceptance as stated above. You should send with the Form of Acceptance, any share certificate(s) and/or other document(s) of title which you may have available, accompanied by a letter stating that the remaining documents will follow or that you have lost one or more of your share certificates and/or other documents of title and such certificate(s) and/or other document(s) of title should be forwarded as soon as possible thereafter.

If you have lost your share certificate(s) and/or other document(s) of title, you should telephone Dana's registrars, Capita, on 0871 664 0300 (if calling from the UK) or +44 871 664 0300 (if calling from outside the UK) as soon as possible for a letter of indemnity for lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned to Computershare in accordance with the instructions in paragraph (iii) below.

(iii) Return of Form of Acceptance

You should return the completed, signed and witnessed Form of Acceptance (together with your share certificate(s) and any other documents of title) to Computershare by post at Corporate Actions Projects, Bristol BS99 6AH or by hand (during normal business hours) to Computershare at The Pavilions, Bridgwater Road, Bristol BS13 8AE as soon as possible, and in any event, so as to be received by Computershare not later than 1.00 p.m. (London time) on 23 September 2010. A reply-paid envelope for use in the UK only is enclosed for your convenience. No acknowledgement of receipt of Form(s) of Acceptance, Dana Share certificates or other documentation in respect of the Share Offer will be given by, or on behalf of, KNOC.

Any Form of Acceptance received in an envelope postmarked in a Restricted Jurisdiction or otherwise appearing to KNOC or its agents to have been sent from a Restricted Jurisdiction may be rejected as an invalid acceptance of the Share Offer. For further information, see paragraph 14 of this Part I and paragraph 5 of Part C of Appendix I to this document.

The Form of Acceptance is issued only to the addressee(s) and is specific to the unique designated account printed on it. The Form of Acceptance is a personalised form and is not transferable between different accounts. KNOC and Computershare accept no liability for any instructions that do not comply with the conditions set out in this document, the Form of Acceptance and accompanying materials.

(iv) Validity of Acceptances

Without prejudice to Parts C and D of Appendix I to this document, subject to the provisions of the City Code, KNOC reserves the right to treat as valid in whole or in part any acceptance of the Share Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Share Offer will be made until after the relevant share certificate(s) and/or other documents(s) of title or indemnities satisfactory to KNOC have been received.

(b) If you hold Dana Shares in uncertificated form (i.e. in CREST)

(i) General

You are reminded that, if you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

If your Dana Shares are in uncertificated form, to accept the Share Offer you should take (or procure the taking of) the action set out below to transfer Dana Shares in respect of which you wish to accept the Share Offer to the appropriate escrow balance(s) (that is, send a TTE Instruction), specifying Computershare (in its capacity as a CREST participant under the Escrow Agent's relevant Participant ID referred to below) as the Escrow Agent, as soon as possible and in any event so that the TTE Instruction settles by not later than 1.00 p.m.(London time) on 23 September 2010. Note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational) — you should therefore ensure that you time the input of any TTE Instructions accordingly.

The input and settlement of a TTE Instruction in accordance with this paragraph 15(b) will (subject to satisfying the requirements set out in Parts C and E of Appendix I to this document) constitute an acceptance of the Share Offer in respect of the number of Dana Shares so transferred to escrow.

If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Your CREST sponsor will be able to confirm details of your Participant ID and the member account ID under which your Dana Shares are held. In addition, only your CREST sponsor will be able to send the TTE Instruction(s) to Euroclear in relation to your Dana Shares.

After settlement of a TTE Instruction, you will not be able to access Dana Shares concerned in CREST for any transaction or charging purposes. If the Share Offer becomes or is declared unconditional in all respects, the Escrow Agent will transfer Dana Shares concerned to itself in accordance with paragraph 5 of Part E of Appendix I to this document.

You are recommended to refer to the CREST Manual published by Euroclear for further information on the CREST procedures outlined below.

You should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE Instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE Instruction relating to your Dana Shares to settle prior to 1.00 p.m. (London time) on 23 September 2010. In this connection, you are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

(ii) To Accept the Share Offer

To accept the Share Offer in respect of Dana Shares held in uncertificated form, you should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a Basic Offer TTE Instruction in relation to such shares. A Basic Offer TTE Instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain the following details:

- the corporate action ISIN number of Dana Shares. This is GB0033252056;
- the number of Dana Shares in respect of which you wish to accept the Share Offer (i.e. the number of Dana Shares to be transferred to escrow);
- your Participant ID;
- your member account ID;
- the Participant ID of the Escrow Agent. This is 3RA19;
- the member account ID of the Escrow Agent for the Share Offer in its basic terms. This is DANKOR01 for the Share Offer;
- the intended settlement date. This should be as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 23 September 2010;
- the corporate action number of the Share Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST;
- input with a standard delivery instruction priority of 80; and
- your contact name and telephone number in the shared note field.

(iii) Validity of Acceptances

Holders of Dana Shares in uncertificated form who wish to accept the Share Offer should note that a TTE Instruction will only be a valid acceptance of the Share Offer as at the relevant closing date if the TTE Instruction is settled on or before the relevant time on that date. A Form of Acceptance which is received in respect of Dana Shares held in uncertificated form will not constitute a valid acceptance and will be disregarded.

16 Procedure for acceptance of the Convertible Bond Offer

- (a) Dana Convertible Bondholders should read this section in conjunction with any instructions (including as to timing) of the relevant Clearing System.
- (b) A Dana Convertible Bondholder, Direct Participant or Beneficial Owner wishing to participate in the Convertible Bond Offer must submit, or arrange to have submitted on its behalf, at or before 1.00 p.m. (London time) on 23 September 2010 and before the deadlines set by each Clearing System (unless the Convertible Bond Offer is terminated earlier), a duly completed Electronic Instruction Notice to the relevant Clearing System in accordance with the requirements of the relevant Clearing System and in the manner specified herein and in the Electronic Instruction Notice. Dana Convertible Bondholders and Beneficial Owners should check with the bank, securities broker or any other intermediary through which they hold their Dana Convertible Bonds whether such intermediary will apply different deadlines for participation to those set out in this document and, if so, should follow those deadlines.
- (c) The acceptance of the Convertible Bond Offer by a Direct Participant will be deemed to have occurred upon receipt by or on behalf of KNOC of a valid Electronic Instruction Notice in accordance with the requirements of such Clearing System. The receipt of such Electronic Instruction Notice by or on behalf of KNOC will be acknowledged in accordance with the standard practices of such Clearing System and will result in the blocking of such Dana Convertible Bonds in the relevant Clearing System so that no transfers may be effected in relation to such Dana Convertible Bonds. Dana Convertible Bondholders will still be entitled to any interest payments made on the Dana Convertible Bonds while they are blocked.
- (d) Dana Convertible Bondholders and Direct Participants must take the appropriate steps through the relevant Clearing System to ensure that no transfers may be effected in relation to such blocked Dana Convertible Bonds at any time after such date, in accordance with the requirements of the relevant Clearing System and the deadlines required by such Clearing System. By blocking its Dana Convertible Bonds in the relevant Clearing System, each Dana Convertible Bondholder and Direct Participant will be deemed to consent to the relevant Clearing System providing details concerning such Dana Convertible Bondholder's and/or Direct Participant's identity to the Tender Agent.
- (e) Only Direct Participants may submit an Electronic Instruction Notice. If a Dana Convertible Bondholder or Beneficial Owner is not a Direct Participant, it must arrange for the Direct Participant through which it holds Dana Convertible Bonds to submit an Electronic Instruction Notice on its behalf to the relevant Clearing System prior to the deadline specified by the relevant Clearing System.
- (f) Dana Convertible Bondholders and Beneficial Owners of Dana Convertible Bonds that are held in the name of a broker, dealer, bank, trust company or other nominee or custodian (collectively, an "**Intermediary**") should contact such Intermediary sufficiently in advance of the Convertible Bond Offer Expiration Date if they wish to accept the Convertible Bond Offer and procure that the Dana Convertible Bonds are blocked in accordance with the normal procedures of the relevant Clearing System and the deadlines imposed by such Clearing System.
- (g) By submitting a valid Electronic Instruction Notice to the relevant Clearing System in accordance with the standard procedures of the relevant Clearing System, Dana Convertible Bondholders, Beneficial Owners and Direct Participants shall be deemed to make the acknowledgements, representations, warranties and undertakings set forth in Part F of Appendix I to this document to each of KNOC and Dana on each of the Convertible Bond Offer Expiration Date and the Convertible Bond Offer Settlement Date.
- (h) The submission of a valid Electronic Instruction Notice in accordance with the procedures set out in this paragraph 16 will be irrevocable (subject as described in paragraph 3.10 in Part C of Appendix I to this document). Dana Convertible Bondholders and Beneficial Owners are advised to check with the bank, securities broker or any other intermediary through which they hold their Dana Convertible Bonds whether such intermediary would require receiving instructions to participate in, or withdraw their instruction to participate in, the Convertible Bond Offer prior to the deadlines set out in this document.
- (i) If you require assistance relating to the Convertible Bond Offer, please telephone BNP Paribas on +352 26 96 20 00. BNP Paribas cannot provide any advice on the merits of the Offers or give any financial, legal or tax advice, or provide any assistance in relation to the Share Offer.

17 Settlement

(a) Dana Shares

(i) Date of Payment

The settlement procedure with respect to the Share Offer will comply with the rules of the City Code, which differ from US domestic tender offer procedures in certain material respects, particularly with regard to the date of payment of consideration.

Subject to either the satisfaction, fulfilment or, to the extent permitted, waiver of all of the Conditions (and except as provided in paragraph 5 of Part C of Appendix I to this document in the case of certain Overseas Holders) and provided that the TTE Instruction, Form of Acceptance, share certificate(s) and/or other documents of title are in order, settlement of consideration to accepting Dana Shareholders or their designated agents will be effected in the manner set out below:

- in the case of acceptances received complete in all respects by the date on which the Share Offer becomes or is declared unconditional in all respects, within 14 calendar days of such date; or
- in the case of acceptances received complete in all respects after the date on which the Share Offer becomes or is declared unconditional in all respects but while the Share Offer remains open for acceptance, within 14 calendar days of such receipt.

(ii) Dana Shares Held in Certificated form

Where an acceptance relates to Dana Shares held in certificated form, settlement of any cash consideration to which the accepting Dana Shareholder is entitled will be despatched by post (or by such other method as may be approved by the Panel) to the accepting Dana Shareholder or its appointed agents. All such cash payments will be made in pounds Sterling by cheque drawn on a branch of a UK clearing bank.

(iii) Dana Shares Held in Uncertificated Form (i.e. in CREST)

Where an acceptance relates to Dana Shares held in uncertificated form, settlement of the cash consideration to which an accepting Dana Shareholder is entitled will be paid by means of CREST by KNOC procuring the creation of an assured payment obligation in favour of the accepting Dana Shareholder's payment bank in respect of the cash consideration due, in accordance with the CREST assured payment arrangements. KNOC reserves the right to settle all or any part of the consideration referred to in this paragraph (iii) for all or any accepting Dana Shareholder(s) in the manner referred to in paragraph 17(a)(ii) above, if, for any reason, it wishes to do so.

(iv) Lapsing of the Share Offer

If the Share Offer does not become or is not declared unconditional in all respects:

- (a) in respect of Dana Shares held in certificated form, the Form of Acceptance, the relevant share certificate(s) and/or other documents of title will be returned by post (or by such other method as may be approved by the Panel) within 14 calendar days of the Share Offer lapsing to the person or agent whose name and address is set out in Box 1 (or, if applicable, Box 6) of the Form of Acceptance or, if none is set out, to the name and address of the person who is the first named holder at his or her registered address; and
- (b) in respect of Dana Shares held in uncertificated form (that is, in CREST), Computershare will, immediately after the lapsing of the Share Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days after the lapsing of the Share Offer), give TFE Instructions to Euroclear to transfer all relevant Dana Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Share Offer to the original available balances of the Dana Shareholders concerned.

(b) Dana Convertible Bonds

The settlement procedure with respect to the Convertible Bond Offer differs from US domestic tender offer procedures in certain material respects, particularly with regard to the date of payment of consideration.

Subject to the Share Offer becoming or being declared unconditional in all respects (and except as provided in paragraph 5 of Part C of Appendix I to this document in the case of certain Overseas Holders) and provided that the Electronic Instruction Notice is in order, settlement of the consideration to which any Dana Convertible Bondholder is entitled under the Convertible Bond Offer will be effected by the crediting of the relevant Clearing System accounts: (i) in the case of acceptances received, complete in all respects, by the date on which the Convertible Bond Offer becomes or is declared unconditional in all respects, within 14 days of such date; and (ii) in the case of acceptances received, complete in all respects, after such date but while the Convertible Bond Offer remains open for acceptance, within 14 days of such receipt, (each of (i) and (ii) referred to as the “**Convertible Bond Offer Settlement Date**”).

If the Share Offer does not become or is not declared unconditional in all respects, any instruction to block Dana Convertible Bonds by or on behalf of a Dana Convertible Bondholder accepting the Convertible Bond Offer will be treated as being withdrawn.

(c) General

All documents and remittances sent by, to or from holders of Dana Shares, Dana Convertible Bondholders or their appointed agents will be sent at their own risk.

18 Further information

Your attention is drawn to the further information contained in the appendices which form part of this document, and, if you hold your Dana Shares in certificated form, to the accompanying Form of Acceptance. The appendices and the Form of Acceptance contain material information which may not be summarised elsewhere.

19 Action to be taken

To accept the Share Offer:

- (a) if you hold your Dana Shares, or any of them, in certificated form (that is, not in CREST), to accept the Share Offer in respect of those Dana Shares you should complete, sign and return the Form of Acceptance (together with your share certificates and any other documents of title) **as soon as possible and, in any event, so as to be received by Computershare not later than 1.00 p.m. (London time) on 23 September 2010**; or
- (b) if you hold your Dana Shares, or any of them, in uncertificated form (that is, in CREST), to accept the Share Offer in respect of those Dana Shares you should follow the procedure for Electronic Acceptance through CREST so that the TTE Instruction settles **as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 23 September 2010**.

To accept the Convertible Bond Offer:

- (a) Dana Convertible Bondholders wishing to accept the Convertible Bond Offer must submit, or arrange to have submitted on their behalf, not later than 1.00 p.m. (London time) on 23 September 2010 and, in any event, before such earlier deadline as may be required to be met by the relevant Clearing System (unless the Convertible Bond Offer is terminated earlier), a duly completed Electronic Instruction Notice to the relevant Clearing System.
- (b) Dana Convertible Bondholders should check with the bank, securities broker or any other intermediary through which they hold their Dana Convertible Bonds whether such intermediary will apply different deadlines for participation to those set out in this document and, if so, should follow those deadlines. The deadlines set by each of the Clearing Systems for submission of Electronic Instruction Notices will be earlier than the relevant deadlines as set out in this document.
- (c) The receipt of such Electronic Instruction Notice by the relevant Clearing System will be acknowledged by such Clearing System and will result in the blocking of the relevant Dana Convertible Bonds. Beneficial Owners must take the appropriate steps through the relevant Clearing System to ensure that no transfers may be effected in relation to such blocked Dana Convertible

Bonds at any time after such date, in accordance with the requirements of the relevant Clearing System and the deadlines required by such Clearing System. By blocking such Dana Convertible Bonds in the relevant Clearing System, each Dana Convertible Bondholder or Direct Participant will be deemed to consent to have the relevant Clearing System provide details concerning such Dana Convertible Bondholder's and/or Direct Participant's identity to, amongst others, the Tender Agent.

If you have any queries in relation to the Share Offer, please telephone Computershare between 8.30 a.m. and 5.00 p.m. (London time) Monday to Friday (except UK public holidays) on 0870 707 1887 from within the UK or +44 870 707 1887 if calling from outside the UK. Calls to the 0870 number cost up to 10 pence per minute (including VAT) plus your service provider's network extras. Calls to the Helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The Helpline cannot provide any advice on the merits of the Offers or provide any financial, legal or tax advice, or provide any assistance in relation to the Convertible Bond Offer.

If you require assistance relating to the Convertible Bond Offer, please telephone BNP Paribas on +352 26 96 20 00. BNP Paribas cannot provide any advice on the merits of the Offers or provide any financial, legal or tax advice, or provide any assistance in relation to the Share Offer.

Yours faithfully,

Young Won Kang
President and CEO
Korea National Oil Corporation

PART II — APPENDICES

APPENDIX I

CONDITIONS TO, AND FURTHER TERMS OF, THE OFFERS

PART A

CONDITIONS AND CERTAIN FURTHER TERMS OF THE SHARE OFFER

Conditions:

The Share Offer is subject to the following conditions:

- 1 valid acceptances of the Share Offer being received (and not, where permitted, withdrawn) by no later than 1.00 p.m. (London time) on 23 September 2010 (or such later time(s) and/or date(s) as KNOC may, subject to the rules of the City Code, decide) in respect of not less than 90 per cent. (or such lesser percentage as KNOC may decide) of the Dana Shares to which the Share Offer relates, provided that this condition will not be satisfied unless KNOC and/or any member of the KNOC Group shall have acquired or agreed to acquire (whether pursuant to the Share Offer or otherwise) Dana Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Dana.

For the purposes of this condition:

- 1.1 Dana Shares which have been unconditionally allotted but not issued shall be deemed to carry the voting rights which they will carry upon issue;
- 1.2 the expression “**Dana Shares to which the Share Offer relates**” shall be construed in accordance with Part 28 of the Companies Act;
- 1.3 Dana Shares that cease to be held in treasury before the Share Offer becomes or is declared unconditional as to acceptances are Dana Shares to which the Share Offer relates; and
- 1.4 valid acceptances shall be deemed to have been received in respect of Dana Shares which are treated for the purposes of Part 28 of the Companies Act as having been acquired or contracted to be acquired by KNOC by virtue of acceptances of the Share Offer,

provided that, unless KNOC otherwise determines, this condition 1 shall be capable of being satisfied only at a time when all of the other conditions 2 to 10 below (inclusive) have either been satisfied, fulfilled or, to the extent permitted, waived;

- 2 to the extent that the acquisition of all of Dana’s Shares by KNOC (the “**Transaction**”) would constitute a relevant merger situation within the meaning of section 23 of the Enterprise Act 2002 (the “**Enterprise Act**”):
 - 2.1 the Office of Fair Trading (“**OFT**”) indicating in terms reasonably satisfactory to KNOC that the OFT has decided not to refer the Transaction or any part of it to the Competition Commission; or
 - 2.2 the period for considering any merger notice given to the OFT under section 96 of the Enterprise Act by KNOC having expired without any such reference being made, provided that sections 100(1)(a), (d) and (f) of the Enterprise Act do not apply in relation to such merger notice.
- 3 Without prejudice to any other paragraph of this Part A:
 - 3.1 the Secretary of State not having indicated an intention to: (i) revoke or recommend the revocation of any exploration or production licence held by a member of the Wider Dana Group; or (ii) to require a further change of control of Dana or a member of the Wider Dana Group following a change of control of any of them, as a result of the implementation of the Share Offer;
 - 3.2 the Dutch Ministry of Economic Affairs not having indicated an intention to: (i) revoke or recommend the revocation of any exploration or production licence held by a member of the Wider Dana Group; or (ii) to require a further change of control of Dana or a member of

the Wider Dana Group following a change of control of any of them, as a result of the implementation of the Share Offer;

- 3.3 any necessary consents or approvals from the competent authorities in Egypt (including, but not limited to, the Egyptian General Petroleum Corporation) having been obtained so as to enable any exploration or production licence held by a member of the Wider Dana Group to continue in full force and effect once the Share Offer has been declared wholly unconditional and no such authority having indicated an intention to: (i) revoke or recommend the revocation of any exploration or production licence held by a member of the Wider Dana Group; or (ii) require a further change of control of Dana or a member of the Wider Dana Group following a change of control of any of them, as a result of the implementation of the Share Offer; and
 - 3.4 any necessary consents or approvals from the competent authorities in Norway (including, but not limited to, the Norwegian Ministry of Petroleum and Energy and the Norwegian Ministry of Finance) having been obtained so as to enable any exploration or production licence held by a member of the Wider Dana Group to continue in full force and effect once the Offer has been declared wholly unconditional and no such authority having indicated an intention to: (i) revoke or recommend the revocation of any exploration or production licence held by a member of the Wider Dana Group; or (ii) require a further change of control of Dana or a member of the Wider Dana Group following a change of control of any of them, as a result of the implementation of the Share Offer;
- 4 all necessary notifications and filings having been made in connection with the Share Offer and all statutory and regulatory obligations in connection with the Share Offer in any relevant jurisdiction having been complied with and all Authorisations deemed reasonably necessary or appropriate by KNOC in any relevant jurisdiction for, or in respect of, the Offers and, except pursuant to Part 28, Chapter 3 of the Companies Act, the acquisition or the proposed acquisition of the Dana Shares by KNOC or any member of the Wider KNOC Group having been obtained in terms satisfactory to KNOC from all appropriate Third Parties, all or any applicable waiting and other time periods having expired, lapsed or been terminated (as appropriate) and all such Authorisations (together with all material Authorisations deemed reasonably necessary or appropriate to carry on the business of any member of the Wider Dana Group) remaining in full force and effect at the time at which the Share Offer becomes otherwise unconditional and there being no notice of any intention to revoke, suspend, restrict, amend or not to renew any such Authorisations;
- 5 no Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or having required any action to be taken, or otherwise having done anything, or having enacted, made or proposed any statute, regulation or order, or taken any other step that would or might reasonably be expected to:
 - 5.1 require, prevent or delay the divestiture, or alter the terms envisaged for any proposed divestiture by any member of the Wider KNOC Group or any member of the Wider Dana Group of all or any part of their respective businesses, assets or properties or impose any limitation on the ability of any member of the Wider KNOC Group or the Wider Dana Group to conduct its business (or any part of it) or to own any of its assets or property or any part of them;
 - 5.2 save pursuant to the Offers or Part 28, Chapter 3 of the Companies Act, require any member of the Wider KNOC Group or of the Wider Dana Group to make an offer to acquire any shares or other securities (or the equivalent) in any member of the Wider Dana Group owned by any third party;
 - 5.3 impose any limitation on, or result in a delay in, the ability of KNOC directly or indirectly to acquire or to hold or to exercise effectively directly or indirectly all or any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in Dana or the ability of KNOC to hold or exercise effectively any rights of ownership of shares, loans or other securities in, or to exercise management control over any member of the Wider Dana Group or require a divestiture by KNOC or any member of the Wider KNOC Group of any rights or ownership in respect of shares or other securities in Dana;

- 5.4 otherwise adversely affect the business, assets, liabilities, financial or trading position, profits or prospects of any member of the Wider Dana Group;
- 5.5 result in any member of the Wider Dana Group ceasing to be able to carry on business under any name under which it presently does so; or
- 5.6 make the Share Offer, its implementation or the acquisition or proposed acquisition by KNOC or any member of the Wider KNOC Group of any shares or other securities in, or control or management of, Dana void, unenforceable or illegal, or restrict, prohibit or delay or otherwise interfere with the implementation of, or impose material additional conditions or obligations with respect to the Share Offer, or otherwise challenge or require amendment of, the Share Offer or the acquisition or proposed acquisition of any Dana Shares or the acquisition of control of Dana or any member of the Wider Dana Group by KNOC,

and all applicable waiting and other time periods during which any such Third Party could decide to take, institute, implement or threaten any such action, proceedings, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction having expired, lapsed or been terminated;

- 6 save as Publicly Announced prior to 20 August 2010, there being no provision of any arrangement, agreement, lease, licence, permit or other instrument to which any member of the Wider Dana Group is a party or by or to which any such member or any of its assets is or may be bound or be subject, which as a consequence of the Offers or the acquisition or the proposed acquisition by KNOC or any member of the Wider KNOC Group of any shares or other securities (or the equivalent) in Dana or because of a change in the control or management of any member of the Wider Dana Group or otherwise, would or could result, in:
 - 6.1 any monies borrowed by, or any other indebtedness, actual or contingent, of, any member of the Wider Dana Group being or becoming repayable, or being capable of being declared repayable immediately or prior to their or its stated maturity, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - 6.2 the creation or enforcement of any mortgage, charge or other security interest, over the whole or any part of the business, property or assets of any member of the Wider Dana Group or any such mortgage, charge or other security interest (whenever arising or having arisen) becoming enforceable;
 - 6.3 any such arrangement, agreement, lease, licence, permit or other instrument being terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;
 - 6.4 any assets or interests of any member of the Wider Dana Group being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged;
 - 6.5 the rights, liabilities, obligations or interests of any member of the Wider Dana Group in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
 - 6.6 any such member of the Wider Dana Group ceasing to be able to carry on business under any name under which it presently does so;
 - 6.7 the value or financial or trading position or profits of Dana or any member of the Wider Dana Group being prejudiced or adversely affected; or
 - 6.8 the creation of any liability (actual or contingent) by any member of the Wider Dana Group;
- 7 save as Publicly Announced prior to 20 August 2010, no resolution of Dana Shareholders in relation to any acquisition or disposal of assets or shares (or the equivalent thereof) in any undertaking or undertakings (or in relation to any merger, demerger, reconstruction, amalgamation or scheme) being passed at a meeting of Dana Shareholders;

- 8 save as Publicly Announced prior to 20 August 2010, no member of the Wider Dana Group having since 31 December 2009:
- 8.1 issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class, or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities (save as between Dana and wholly-owned subsidiaries of Dana and save for the issue of Dana Shares pursuant to or in connection with the exercise or vesting of options or awards granted under, or the grant of options or awards under, the Dana Share Schemes);
 - 8.2 recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution whether payable in cash or otherwise (other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiary of Dana to Dana or any of its wholly-owned subsidiaries);
 - 8.3 (save for transactions between Dana and its wholly-owned subsidiaries and transactions in the ordinary course of business) implemented, effected, authorised, proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition or disposal of assets or shares (or the equivalent thereof) in any undertaking or undertakings;
 - 8.4 (save for transactions between Dana and its wholly-owned subsidiaries and save for transactions in the ordinary course of business) disposed of, or transferred, mortgaged or created any security interest over any asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so;
 - 8.5 issued, authorised or proposed or announced an intention to authorise or propose, the issue of any debentures or incurred or increased any indebtedness or contingent liability;
 - 8.6 entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature or magnitude or which involves or is reasonably likely to involve an obligation of such a nature or magnitude;
 - 8.7 entered into or varied or authorised, proposed or announced its intention to enter into or vary the terms of, or make any offer (which remains open for acceptance) to enter into or vary the terms of, any service agreement with any director or, senior executive of any member of the Wider Dana Group;
 - 8.8 proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Wider Dana Group;
 - 8.9 purchased, redeemed or repaid or announced a proposal to purchase, redeem or repay any of its own shares or other securities (or the equivalent) or reduced or made any other change to or proposed the reduction or other change to any part of its share capital;
 - 8.10 waived, compromised or settled any claim;
 - 8.11 terminated or varied the terms of any agreement or arrangement between any member of the Wider Dana Group and any other person in a manner which would or might reasonably be expected to have a material adverse effect on the financial position of the Wider Dana Group taken as a whole;
 - 8.12 made any alteration to its memorandum or articles of association;
 - 8.13 made or agreed or consented to any significant change to the terms of the trust deeds constituting the pension schemes established for its directors and/or employees and/or their dependants or to the benefits which accrue, or to the pensions which are payable, thereunder, or to the basis on which qualification for or accrual or entitlement to such benefits or pensions are calculated or determined or to the basis upon which the liabilities (including pensions) of such pension schemes are funded or made, or agreed or consented to any change to the trustees involving the appointment of a trust corporation;

- 8.14 been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of any business;
 - 8.15 taken or proposed any corporate action or had any action or proceedings or other steps instituted against it for its winding-up (voluntary or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction; or
 - 8.16 entered into any agreement, arrangement or commitment or passed any resolution or made any proposal or announcement with respect to, or to effect, any of the transactions, matters or events referred to in this condition 8;
- 9** save as Publicly Announced prior to 20 August 2010, since 31 December 2009 there having been:
- 9.1 no adverse change or deterioration in the business, assets, financial or trading position or profits or prospects of any member of the Wider Dana Group;
 - 9.2 no litigation, arbitration proceedings, prosecution or other legal proceedings having been announced or instituted by or against or remaining outstanding against or in respect of any member of the Wider Dana Group and no enquiry or investigation by or complaint or reference to any Third Party against or in respect of any member of the Wider Dana Group having been threatened, announced or instituted or remaining outstanding, against or in respect of any member of the Wider Dana Group;
 - 9.3 no contingent or other liability having arisen or become apparent to any member of the KNOC Group which might reasonably be expected to adversely affect any member of the Wider Dana Group; and
 - 9.4 no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Dana Group which is necessary for the proper carrying on of its business;
- 10** KNOC not having discovered:
- 10.1 that the financial, business or other information concerning the Wider Dana Group Publicly Announced or disclosed at any time by or on behalf of any member of the Wider Dana Group is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make the information contained therein not misleading;
 - 10.2 that any member of the Wider Dana Group is, otherwise than in the ordinary course of business, subject to any liability, contingent or otherwise;
 - 10.3 that any past or present member of the Wider Dana Group has failed to comply in any material respect with any and/or all applicable legislation or regulations of any jurisdiction with regard to the storage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous or harmful substance or any substance likely to impair the environment or harm human or animal health or otherwise relating to environmental matters or that there has been any such storage, presence, disposal, discharge, spillage, release, leak or emission (whether or not the same constituted non-compliance by any person with any such legislation or regulation, and whenever the same may have taken place), any of which non-compliance would be likely to give rise to any material liability (whether actual or contingent) or cost on the part of any member of the Wider Dana Group; or
 - 10.4 there is, or is reasonably likely to be, any material obligation or liability (whether actual or contingent) of any past or present member of the Wider Dana Group to make good, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Dana Group under any environmental legislation, regulation, notice, circular or order of any government, governmental, quasi-governmental, state or local government, supranational, statutory or other regulatory body, agency, court, association or any other person or body in any jurisdiction.

Certain Further Terms of the Offers

KNOC reserves the right to waive, in whole or in part, all or any of the above conditions 2 to 10 (inclusive).

If KNOC is required by the Panel to make an offer for Dana Shares under the provisions of Rule 9 of the City Code, KNOC may make such alterations to any of the above conditions, including condition 1 above, and terms of the Share Offer as are necessary to comply with the provisions of that Rule.

The Share Offer will lapse unless all the above conditions have been fulfilled or, where permitted, waived or, where appropriate, have been determined by KNOC to be or remain satisfied, by midnight (London time) on the twenty-first day after the later of the first closing date of the Share Offer and the date on which condition 1 is fulfilled (or, in each case, such later date as KNOC may determine, in accordance with the City Code).

KNOC shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled, any of conditions 2 to 10 above (inclusive) by a date earlier than the latest date for the fulfilment of that condition, notwithstanding that the other conditions of the Share Offer may, at such earlier date, have been waived or fulfilled and that there are, at such earlier date, no circumstances indicating that any of such conditions may not be capable of fulfilment.

The Dana Shares acquired under the Share Offer will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid on or after 20 August 2010. Accordingly, insofar as a dividend and/or a distribution and/or a return of capital is proposed, declared, made, paid or payable by Dana in respect of a Dana Share on or after 20 August 2010, the price payable under the Share Offer in respect of a Dana Share will be reduced by the amount of the dividend and/or distribution and/or return of capital except insofar as the Dana Share is or will be transferred pursuant to the Share Offer on a basis which entitles KNOC alone to receive the dividend and/or distribution and/or return of capital and to retain it. To the extent that a reduction in the price payable pursuant to the Share Offer in respect of a Dana Share is to apply in respect of a dividend and/or distribution and/or return of capital but that reduction in price has not been effected, the person to whom the Share Offer price is paid in respect of that Dana Share will be obliged to account to KNOC for the amount of such dividend or distribution.

If the Share Offer lapses, the Offer will cease to be capable of further acceptance and accepting Dana Shareholders and KNOC shall cease to be bound by Forms of Acceptance submitted at or before the time when the Share Offer so lapses.

KNOC reserves the right to elect, with the agreement of Dana and the consent of the Panel (where necessary), to implement the acquisition of Dana by way of a court-approved scheme of arrangement in accordance with Part 26 of the Companies Act. In such event, the acquisition will be implemented on substantially the same terms, subject to appropriate amendments, as those which would apply to the Offers.

The Offers will lapse if the European Commission either initiates proceedings under Article 6(1)(c) of the Regulation or makes a referral to a competent authority of the United Kingdom under Article 9(3)(b) of that Regulation and there is a subsequent reference to the Competition Commission, in either case before 1.00 p.m. (London time) on 23 September 2010 or the date on which the Share Offer becomes or is declared unconditional as to acceptances, whichever is the later.

The Share Offer is final and will not be increased save that KNOC reserves its right to increase the Share Offer: (i) if a competitive situation arises (including if a third party announces an offer or possible offer for Dana); (ii) with the recommendation of the Dana Board; or (iii) if Dana announces any material new information after the date specified as the last date for any such announcements in Rule 31.9 of the City Code.

PART B

CONDITIONS OF THE CONVERTIBLE BOND OFFER

The Convertible Bond Offer is conditional upon the Share Offer becoming or being declared unconditional in all respects.

PART C

FURTHER TERMS OF THE OFFERS

Except where the context requires otherwise, any reference in Parts A, B, C, D, E or F of this Appendix I, Appendix V and in the Form of Acceptance to:

- (a) the “**Offers**” means the Share Offer and the Convertible Bond Offer and to an “**Offer**” shall mean the Share Offer and/or the Convertible Bond Offer as the context requires;
- (b) the “**Share Offer**” means the cash offer being made from KNOC to acquire the whole of the issued and to be issued share capital of Dana not otherwise held by KNOC on the terms and subject to the conditions to be set out herein and in the Form of Acceptance, including, where the context requires, any subsequent revision, variation, extension or renewal of such offer;
- (c) the “**Convertible Bond Offer**” means the cash offer being made by KNOC to acquire the Dana Convertible Bonds on the terms and subject to the conditions set out in this document and any applicable requirements of the relevant Clearing System, including, where the context requires, any subsequent revision, variation, extension or renewal of such offer;
- (d) an “**Offer becoming unconditional**” means the Acceptance Condition being or becoming or being declared satisfied whether or not any other condition of the Share Offer remains to be fulfilled and references to the Offer having become or not become unconditional shall be construed accordingly;
- (e) the “**Offer Document**” will mean this document and any other document containing the Offers; and
- (f) “**acting in concert with KNOC**” will mean any such person acting or deemed to be acting in concert with KNOC for the purposes of the City Code and/or the Offers.

The following Further Terms apply, unless the context requires otherwise, to the Offers.

1 Acceptance Period

- 1.1 The Share Offer will initially be open for acceptance until 1.00 p.m. (London time) on 23 September 2010 (the “**Share Offer Expiration Date**”).
- 1.2 The Convertible Bond Offer will initially be open for acceptance until 1.00 p.m. (London time) on 23 September 2010 (the “**Convertible Bond Offer Expiration Date**”).
- 1.3 Although no revision is envisaged, if either Offer is revised it will remain open for acceptance for a period of at least 14 calendar days (or such other period as may be permitted by the Panel or as required under the Exchange Act) following the date on which written notice of the revision is despatched to Dana Shareholders and/or Dana Convertible Bondholders as the case may be. Except with the consent of the Panel, no revision of the Share Offer may be made or posted to Dana Shareholders after 10 October 2010 and no revision of the Convertible Bond Offer may be made after 10 October 2010 or, if later, the date 14 calendar days before the last date on which the relevant Offer can become unconditional.
- 1.4 The Share Offer, whether revised or not, will not (except with the consent of the Panel) be capable of becoming unconditional after midnight (London time) on 24 October 2010 (or any other time and/or date beyond which KNOC has stated that the Share Offer will not be extended and has not, where permitted, withdrawn that statement) and the Convertible Bond Offer, whether revised or not, will not (except with the consent of the Panel) be capable of becoming unconditional after 12.00 midnight (London time) on 24 October 2010 (or any other time or date beyond which KNOC has stated that the Convertible Bond Offer will not be extended and has not, where permitted, withdrawn that statement), nor of being kept open for acceptances after that time and/or date unless either Offer has previously become unconditional, provided that KNOC reserves the right, with the permission of the Panel, to extend an Offer to a later time(s) and/or date(s). Except with the consent of the Panel, KNOC may not, for the purposes of determining whether the Acceptance Condition has been satisfied, take into account acceptances received or purchases of Dana Shares made after 1.00 p.m. (London time) on 24 October 2010 (or any other time(s) and/or date(s) beyond which KNOC has stated that the Share Offer will not be extended (and has not, where permitted, withdrawn that statement) or, if the Share Offer is so extended, such later time(s) and/or date(s) as KNOC, with the permission of the Panel, may determine. If the latest time at which the Share Offer may become unconditional is extended beyond midnight on 24 October 2010, acceptances received and purchases made in respect of which relevant documents are received by Computershare by

1.00 p.m. (London time) on the relevant date may (except where the City Code otherwise permits) only be taken into account with the consent of the Panel.

- 1.5 If an Offer becomes unconditional, it will remain open for acceptance for not less than 14 calendar days from the date on which it would otherwise have expired. If the relevant Offer has become unconditional and it is stated by or on behalf of KNOC that such Offer will remain open until further notice, then not less than 14 calendar days' notice in writing will be given prior to the closing of such Offer.
- 1.6 If a competitive situation arises after KNOC has made a "no extension" statement and/or a "no increase" statement (as referred to in the City Code) in connection with either Offer (including KNOC's statement in this Offer Document that the Share Offer is final subject to certain reservations), KNOC may, if it specifically reserves the right to do so at the time such statement is made (or otherwise with the consent of the Panel), choose not to be bound by or withdraw such statement and be free to revise and/or extend either Offer, provided in each circumstance it complies with the requirements of the City Code and, in particular, that:
 - (a) it announces the withdrawal and that it is free to extend or revise the relevant Offer (as appropriate) as soon as possible and, in any event, within four Business Days of the date of the firm announcement of the competing offer or other competitive situation;
 - (b) it notifies Dana Shareholders to that effect in writing at the earliest opportunity or, in the case of Dana Shareholders with registered addresses outside the United Kingdom or whom KNOC knows to be nominees, custodians or trustees holding Dana Shares for such persons, by announcement in the United Kingdom at the earliest opportunity; and
 - (c) any holders of Dana Shares who accepted the relevant Offer after the date of the "no extension" or "no increase" statement are given a right of withdrawal in accordance with paragraph 3.3 of this Part C.
- 1.7 KNOC may, if it has reserved the right to do so, choose not to be bound by a "no increase" or "no extension" statement if it would otherwise prevent the posting of an increased or improved offer (either as to the value or form of the consideration or otherwise) in any circumstances permitted by the Panel.
- 1.8 If Dana publishes material new information of the kind referred to in Rule 31.9 of the City Code after 3 October 2010, KNOC may choose not to be bound by a "no extension" statement and/or a "no increase" statement (as referred to in the City Code) (including KNOC's statement in this Offer Document that the Share Offer is final subject to certain reservations) in connection with the Share Offer if it specifically reserves the right to do so at the time such statement is made (or otherwise with the consent of the Panel) and to be free to revise and/or extend either Offer provided it complies with the requirements of the City Code and, in particular, that it:
 - (a) announces the withdrawal and that it is free to extend or revise the relevant Offer (as appropriate) as soon as possible and in any event within four Business Days after the date of publication by Dana; and
 - (b) notifies holders of Dana Shares to that effect in writing at the earliest opportunity or, in the case of holders of Dana Shares with registered addresses outside the UK or whom KNOC knows to be nominees, custodians or trustees holding Dana Shares for such persons, by announcement in the UK at the earliest opportunity.
- 1.9 If a competitive situation arises and is continuing on 24 October 2010, KNOC will enable holders of Dana Shares in uncertificated form who have not already validly accepted the Share Offer but who have previously accepted the competing offer to accept the Share Offer by special form of acceptance to take effect on 24 October 2010. It shall be a condition of such special form of acceptance being a valid acceptance of the Share Offer that (i) it is received by Computershare on or before 24 October 2010; (ii) the relevant Dana Shareholder shall have applied to withdraw his acceptance of the competing offer but that the Dana Shares to which such withdrawal relates shall not have been released from escrow before 24 October 2010 by the escrow agent to the competing offer; and (iii) the Dana Shares to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in this document on or before 24 October 2010, but an undertaking is given that they will be so transferred as soon as possible thereafter. Dana Shareholders wishing to use such form of acceptance should apply to

Computershare on 0870 707 1887 (if calling from the UK) and +44 870 707 1887 (if calling from outside the UK) between 8.30 a.m. and 5.00 p.m. (London time) on the Business Day preceding 24 October 2010 in order that such form can be despatched. Notwithstanding the right to use such special form of acceptance, holders of Dana Shares in uncertificated form may not use of a Form of Acceptance (or any other purported acceptance form) for the purpose of accepting the Share Offer in respect of such shares.

- 1.10 For the purposes of determining whether the Acceptance Condition has been satisfied, KNOC will not be bound (unless otherwise required by the Panel) to take into account any Dana Shares which have been issued or unconditionally allotted or which arise as the result of the exercise of subscription or conversion rights before that determination takes place, unless written notice containing relevant details of the allotment, issue, subscription or conversion has been received before that time by KNOC or Computershare on behalf of KNOC at one of the addresses specified in paragraph 3.1 of this Part C. Notification by telex or facsimile or other electronic transmissions or copies will not be sufficient to constitute written notice for this purpose.

2 Announcements

- 2.1 Without prejudice to paragraph 3.1 of this Part C, by 8.00 a.m. (London time) in the United Kingdom on the Business Day (the “**relevant day**”) following the day on which an Offer is due to expire, or becomes unconditional, or is revised or is extended, as the case may be (or such later time(s) or date(s) as the Panel may agree), KNOC will make an appropriate announcement in the United Kingdom and inform a Regulatory Information Service of the position. Such announcement will also state, as relevant:

- (a) the number of Dana Shares for which acceptances of the Share Offer have been received (showing the extent, if any, to which such acceptances have been received from persons acting in concert with KNOC or in respect of Dana Shares which were subject to an irrevocable commitment or a letter of intent procured by KNOC or any person acting in concert with it);
- (b) details of any relevant securities of Dana in which KNOC or any person acting in concert with it has an interest or in respect of which he has a right to subscribe, in each case, specifying the nature of the interests or rights concerned. Similar details of any short positions (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, will also be stated;
- (c) details of any relevant securities of Dana in respect of which KNOC or any person acting in concert with it has an outstanding irrevocable commitment or letter of intent; and
- (d) details of any relevant securities of Dana which KNOC or any person acting in concert with it has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,

and will, in each case, specify the percentages of each class of relevant securities of Dana represented by these figures. Any such announcement shall include a prominent statement of the total number of Dana Shares which may count towards the satisfaction of the Acceptance Condition and the percentage of Dana Shares represented by this figure. Any decision to extend the time and/or date by which the Acceptance Condition has to be satisfied may be made at any time up to, and will be announced not later than, 8.00 a.m. (London time) in the United Kingdom on the relevant day (or such later time and/or date as the Panel may agree). The announcement will also state the next expiry time and date unless the relevant Offer is unconditional, in which case, it may instead state that such Offer will remain open until further notice. In computing the number of Dana Shares represented by acceptances and/or purchases, there may be included or excluded for announcement purposes, subject to paragraph 6.7 below, acceptances and purchases not in all respects in order or subject to verification provided that such acceptances or purchases shall not be included unless they could be counted towards fulfilling the Acceptance Condition in accordance with paragraph 6.7 below.

- 2.2 In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of KNOC include the release of an announcement by public relations consultants or by Bank of America Merrill Lynch on behalf of KNOC to the press and the delivery by hand or telephone, telex or facsimile transmission or other electronic transmission of an announcement to a Regulatory

Information Service. An announcement made otherwise than to a Regulatory Information Service will be notified to a Regulatory Information Service (unless the Panel otherwise agrees).

- 2.3 Without limiting the manner in which KNOC may choose to make any public statement and subject to KNOC's obligations under applicable law, including the City Code, KNOC will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a Regulatory Information Service.

3 Rights of withdrawal

- 3.1 If KNOC, having announced the Offer to be unconditional, fails by 3.30 p.m. (London time) on the relevant day (as defined in paragraph 2.1 of this Part C) (or such later time and/or date as the Panel may agree) to comply with any of the other relevant requirements specified in paragraph 2.1 of this Part C, an accepting Dana Shareholder held in certificated form may (unless the Panel otherwise agrees) immediately after that time withdraw his acceptance of the Share Offer by written notice signed by the accepting Dana Shareholder (or his agent duly appointed in writing and evidence of whose appointment, in a form reasonably satisfactory to KNOC, is produced with the notice) given to Computershare by post at Corporate Actions Projects, Bristol BS99 6AH or by hand (during normal business hours) to Computershare at The Pavilions, Bridgwater Road, Bristol BS13 8AE. Alternatively, in the case of Dana Shares held in uncertificated form, withdrawals can also be effected in the manner set out in paragraph 3.6 of this Part C. Subject to paragraph 1.3 of this Part C, this right of withdrawal may be terminated not less than eight calendar days after the relevant day by KNOC confirming, if that be the case, that the Share Offer is still unconditional and complying with the other relevant requirements relating to the Share Offer specified in paragraph 2.1 of this Part C. If any such confirmation is given, the first period of 14 calendar days referred to in paragraph 1.3 of this Part C will run from the date of that confirmation and compliance.
- 3.2 If by 1.00 p.m. (London time) on 14 October 2010 (or such later time and/or date as the Panel agree) the Share Offer has not become unconditional, an accepting Dana Shareholder may withdraw his acceptance at any time thereafter in the manner referred to in paragraph 3.1 of this Part C or, in the case of Dana Shares held in uncertificated form, in the manner set out in paragraph 3.6 of this Part C, before the earlier of:
- (a) the time that the relevant Offer becomes unconditional; and
 - (b) the final time for lodgement of acceptances which can be taken into account in accordance with paragraph 1.4 of this Part C.
- 3.3 If a "no extension" and/or "no increase" statement is withdrawn in accordance with paragraph 1.6 of this Part C, any acceptance made by a Dana Shareholder after the date of that statement may be withdrawn thereafter in the manner referred to in paragraph 3.1 of this Part C (or, in the case of Dana Shares held in uncertificated form, in the manner set out in paragraph 3.6 of this Part C) for a period of eight calendar days following the date on which the notice of the withdrawal is posted to Dana Shareholders.
- 3.4 Except as provided by this paragraph 3, acceptances of the Offers will be irrevocable.
- 3.5 In this paragraph 3, "**written notice**" (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting holders of Dana Shares or his/its agent(s) duly appointed in writing (evidence of whose appointment satisfactory to KNOC is produced with the notice). Telex, email, facsimile or other electronic transmissions or copies will not be sufficient to constitute written notice. No notice which is post-marked in, or otherwise appears to KNOC or its agents to have been sent from, a Restricted Jurisdiction, will be treated as valid.
- 3.6 In the case of Dana Shares held in uncertificated form, if withdrawals are permitted pursuant to paragraphs 3.1 to 3.3 of this Part C, an accepting Dana Shareholder may withdraw his acceptance through CREST by sending (or, if a CREST personal member, procuring that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and settle, include the following details:
- (a) the corporate action ISIN number of Dana Shares. This is GB0033252056;
 - (b) the number of Dana Shares in uncertificated form to be withdrawn;

- (c) the member account ID of the accepting Dana Shareholder;
- (d) the Participant ID of the accepting Dana Shareholder;
- (e) the Participant ID of the Escrow Agent. This is 3RA19;
- (f) the member account ID of the Escrow Agent. This is DANKOR01 for the Share Offer;
- (g) the CREST Transaction ID of the Electronic Acceptance to be withdrawn to be inserted at the beginning of the shared note field;
- (h) input with standard delivery instruction priority of 80;
- (i) the intended settlement date for the withdrawal;
- (j) the corporate action number for the Share Offer, which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST; and
- (k) the name and contact telephone number of the accepting holder of Dana Shares inserted into the shared note field.

Any such withdrawal will be conditional upon Computershare verifying that the withdrawal request is validly made. Accordingly, Computershare will, on behalf of KNOC, reject or accept the withdrawal by transmitting in CREST a receiving agent reject (“AEAD”) or receiving agent accept (“AEAN”) message.

- 3.7 Immediately (or within such longer period, not exceeding 14 days, as the Panel may permit) upon a holder of Dana Shares validly withdrawing his acceptance in respect of Dana Shares held in uncertificated form, Computershare will give TFE Instructions to Euroclear to transfer all Dana Shares held in escrow balances, and in relation to which it is the Escrow Agent for the purposes of the Share Offer, to the original available balances of the holder of Dana Shares concerned and, in respect of Dana Shares held in certificated form, Computershare will return by post (or by such other method as may be approved by the Panel) all share certificates and/or other documents of title to the holder of Dana Shares concerned.
- 3.8 The Dana Shares in respect of which acceptances have been properly withdrawn in accordance with this paragraph 3 may subsequently be re-assented to the Share Offer by following the procedures described in paragraph 15 of Part I of this document at any time while the Share Offer remains open for acceptance.
- 3.9 All questions as to the validity (including time of receipt) of any notice of withdrawal will be determined by KNOC, acting reasonably, whose determination (except as required by the Panel) will be final and binding. None of KNOC, Dana, Bank of America Merrill Lynch or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification or for any determination under this paragraph 3.
- 3.10 KNOC reserves the right to introduce and announce withdrawal rights for Dana Convertible Bondholders that have validly accepted the Convertible Bond Offer.

4 Revised Offers

- 4.1 Although no such revision is envisaged and KNOC has announced that the Share Offer is final and will not be increased (save that KNOC has reserved the right to increase the Share Offer: (i) if a competitive situation arises (including if a third party announces an offer or possible offer for Dana); (ii) with the recommendation of the Dana Board; or (iii) if Dana announces any material new information after the date specified as the last date for any such announcements in Rule 31.9 of the City Code), if an Offer (in its original or any previously revised form(s)) is revised (either in its terms or conditions or in the value or form of the consideration offered or otherwise), and any such revised Offer represents on the date on which the revision is announced (on such basis as Bank of America Merrill Lynch may consider appropriate) an improvement (or no diminution) in the value of the consideration of the relevant Offer as so revised compared with the value of the consideration or terms previously offered, or in the overall value received by a Dana Shareholder or a Dana Convertible Bondholder (as the case may be) (under or in consequence of the relevant Offer or otherwise), the benefit of the revised Offer will, subject to paragraphs 4.3, 4.4 and 5 of this Part C, be made available to any holder of Dana Shares and/or a Dana Convertible Bondholder (as the case

may be) who has validly accepted the relevant Offer in its original or any previously revised form(s) and who has not validly withdrawn such acceptance (a “**Previous Acceptor**”). The acceptance by or on behalf of a Previous Acceptor of the relevant Offer in its original or any previously revised form(s) shall, subject to paragraphs 4.3, 4.4 and 5 of this Part C, be deemed to be an acceptance of the relevant Offer as so revised in accordance with this paragraph 4.1 and will also constitute an authority to KNOC or any of the KNOC Directors, KNOC’s authorised representatives and agents as his attorney and/or agent (“**attorney**”):

- (a) to accept any such revised Offer on behalf of such Previous Acceptor;
- (b) if such revised Offer includes alternative forms of consideration, to make on his behalf elections for and/or accept such alternative forms of consideration on his behalf in such proportions as such attorney in his absolute discretion thinks fit; and
- (c) to execute on behalf of and in the name of such Previous Acceptor all such further documents (if any) and take such further actions (if any) as may be required to give effect to such acceptances and/or elections. In making any such acceptance and/or election, the attorney and/or agent will take into account the nature of any previous acceptance and/or election made by the Previous Acceptor and such other facts or matters as he may reasonably consider relevant.

4.2 KNOC reserves the right (subject to paragraphs 3 and 4.1 of this Part C) to treat an acceptance relating to the relevant Offer in its original or any previously revised form(s) which is received (or dated) on or after the announcement or issue of the relevant Offer in any revised form as a valid acceptance of the revised Offer (and, where applicable, a valid election for the alternative form(s) of consideration). Such acceptance will constitute an authority in the terms of paragraph 4.1 of this Part C, *mutatis mutandis*, on behalf of the relevant Dana Shareholder or Dana Convertible Bondholder (as the case may be).

4.3 The deemed acceptances referred to in this paragraph 4 shall not apply and the powers of attorney and authorities conferred by this paragraph 4 shall not be exercised by KNOC or any of KNOC’s directors, authorised representatives and agents if, as a result thereof, the Previous Acceptor would (on such basis as Bank of America Merrill Lynch may consider appropriate) thereby receive, under or in consequence of the relevant Offer and/or any alternative pursuant thereto as revised or otherwise, less in aggregate consideration under the revised Offer than he would have received in aggregate consideration as a result of acceptance of the relevant Offer in the form in which it was originally accepted by him or on his behalf, having regard to any previous acceptance or election originally made by him, unless the Previous Acceptor has previously otherwise agreed in writing. The authorities conferred by this paragraph 4 shall not be exercised in respect of any election available under the revised Offer save in accordance with this paragraph 4.3.

4.4 The deemed acceptances referred to in this paragraph 4 will not apply and the powers of attorney and authorities conferred by this paragraph 4 will be ineffective to the extent that a Previous Acceptor (i) in respect of the Dana Shares held in certificated form, shall lodge with Computershare, within 14 days of the posting of the document pursuant to which the revised Offer referred to in paragraph 4.1 above is made available to Dana Shareholders, a Form of Acceptance or some other form in which he validly elects (to the extent possible) to receive the consideration receivable by him under the revised Offer in some other manner, or (ii) in respect of Dana Shares held in uncertificated form, sends (or, if a CREST personal member, procures that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be varied. Each such ESA instruction must, in order for it to be valid and settle, include the following details:

- (a) the number of Dana Shares in respect of which the changed election is made;
- (b) the Participant ID of the Previous Acceptor;
- (c) the member account ID of the Previous Acceptor;
- (d) the corporate action ISIN number of Dana Shares. This is GB0033252056;
- (e) the CREST Transaction ID of the Electronic Acceptance in respect of which an election is to be changed to be inserted at the beginning of the shared note field;
- (f) the intended settlement date for the changed election;

- (g) the Participant ID of the Escrow Agent. This is 3RA19; and
- (h) the corporate action number for the Share Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST,

and, in order that the designated change of election can be effected, must include:

- (i) the Participant ID of the Escrow Agent. This is 3RA19;
- (j) the member account ID of the Escrow Agent relevant to the new election. This is DANKOR01 for the Share Offer;
- (k) input with standard delivery instruction priority 80; and
- (l) the name and contact telephone number of the Previous Acceptor inserted into the shared note field.

Any such change of election will be conditional upon Computershare verifying that the request is validly made. Accordingly, Computershare will, on behalf of KNOC, reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

5 Overseas Holders

- 5.1 The making of the Offers in, or to certain persons who are resident in, or citizens or nationals of, jurisdictions outside the United Kingdom or the United States or to custodians, nominees of or trustees for such persons, may be affected by the laws of the relevant jurisdictions. Overseas Holders should inform themselves about and observe any applicable legal requirements. It is the responsibility of any such person wishing to accept an Offer to satisfy himself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with that Offer, including the obtaining of any governmental, exchange control or other consents which may be required and compliance with other necessary formalities. Any such Overseas Holder will be responsible for the payment of any issue, transfer or other taxes due in that jurisdiction by whomsoever payable and KNOC and Bank of America Merrill Lynch and any person acting on their behalf shall be fully indemnified and held harmless by such Overseas Holders for any such issue, transfer or other taxes as such person may be required to pay.

If you are an Overseas Holder and you are in doubt about your position, you should consult your professional adviser in the relevant jurisdiction.

- 5.2 Unless otherwise determined by KNOC, the Offers are not capable of acceptance by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, email, telex, telephone and the internet) of interstate or foreign commerce of, or any facilities of a national securities exchange of, or from within any Restricted Jurisdiction.
- 5.3 Copies of this document, the Form of Acceptance and any related Offer Document(s) must not be mailed or otherwise distributed or sent in or into any Restricted Jurisdiction. Persons receiving such documents (including, without limitation, custodians, nominees and trustees) must not distribute, send or mail them in, into or from a Restricted Jurisdiction or use any such instrumentality for any purpose, directly or indirectly, in connection with the Offers, and doing so may render invalid any related purported acceptance of an Offer. Persons wishing to accept an Offer must not use the mails or any such other instrumentality of any Restricted Jurisdiction for any purpose directly or indirectly related to the acceptance of that Offer. Envelopes containing the Form of Acceptance or other documents relating to the Offers must not be post-marked in, or otherwise dispatched from, a Restricted Jurisdiction and all acceptors must provide addresses outside a Restricted Jurisdiction for the receipt of the consideration to which they are entitled under the Offers and which is despatched by post pursuant to paragraph 5.2 of Part D of this Appendix I or for the return of the Form of Acceptance and (in relation to Dana Shares in certificated form) any Dana Share certificate(s) and/or other document(s) of title.
- 5.4 Subject as provided below, a Dana Shareholder will be deemed NOT to have accepted the Share Offer if:
- (a) he puts “NO” in Box 5 of the Form of Acceptance and thereby does not make the representations and warranties set out in paragraph 3 of Part D of this Appendix I;

- (b) Box 1 of the Form of Acceptance contains an address in a Restricted Jurisdiction and he does not insert in Box 6 of the Form of Acceptance the name and address of a person or agent outside a Restricted Jurisdiction to whom he wishes the consideration to which he is entitled under the Share Offer to be sent, subject to the provisions of this paragraph 5 and applicable laws;
 - (c) he inserts in Box 2 of the Form of Acceptance a telephone number in a Restricted Jurisdiction for use in the event of queries and does not provide alternative contact details which are outside a Restricted Jurisdiction;
 - (d) a Form of Acceptance received from him is received in an envelope postmarked in, or otherwise appears to KNOC or its receiving agents to have been sent from a Restricted Jurisdiction; or
 - (e) (in respect of uncertificated Dana Shares) he makes a Restricted Escrow Transfer (as defined in paragraph 5.8 of this Part C) pursuant to paragraph 5.8 of this Part C unless he also makes a related Restricted ESA Instruction (as defined in paragraph 5.8 of this Part C) which is accepted by Computershare.
- 5.5 Subject as provided below, a Dana Convertible Bondholder will be deemed not to have accepted the Convertible Bond Offer if a valid Electronic Instruction Notice is not submitted by or on behalf of such Dana Convertible Bondholder within the relevant timeframes.
- 5.6 KNOC reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representations and warranties set out in paragraph 3 of Part D of this Appendix I, paragraph 3 of Part E of this Appendix I or paragraph 3 of Part F of this Appendix I, as appropriate, could have been truthfully given by the relevant Dana Shareholder or Dana Convertible Bondholder (as the case may be) and are correct and, if such investigation is made and as a result KNOC determines that such representations and warranties could not have been so given, such acceptance shall not be valid.
- 5.7 If, notwithstanding the restrictions described above, any person (including, without limitation, custodians, nominees and trustees) whether pursuant to a contractual or legal obligation or otherwise forwards this document, the Form of Acceptance or any related Offer Document in, into or from a Restricted Jurisdiction or uses the mails or any means or instrumentality (including, without limitation, facsimile transmission, email, telex and telephone) of interstate or foreign commerce of, or any facilities of a national securities exchange of, such jurisdictions in connection with such forwarding, such person should:
- (a) inform the recipient of such fact;
 - (b) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
 - (c) draw the attention of the recipient to this paragraph 5.
- 5.8 If a Dana Shareholder is holding Dana Shares in uncertificated form and is unable to give the representations and warranties set out in paragraph 3 of Part E of this Appendix I, but nevertheless can produce evidence satisfactory to KNOC that he is able to accept the Share Offer in compliance with all legal and regulatory requirements and without KNOC or its agents being in breach of any such requirements, he may only purport to accept the Share Offer by sending (or if a CREST sponsored member, procuring that his CREST sponsor sends) both:
- (a) a valid TTE Instruction to a designated escrow balance detailed below (a “**Restricted Escrow Transfer**”); and
 - (b) one or more valid ESA instructions (a “**Restricted ESA Instruction**”).

Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA Instruction(s) settle in CREST and KNOC decides in its absolute discretion to exercise its right to waive, vary or modify the terms of the Share Offer related to Overseas Holders (as applicable) to the extent required to permit such acceptance to be made in each case during the acceptance period set out in paragraph 1 of this Part C.

If KNOC decides to permit such acceptance to be made, Computershare will on behalf of KNOC accept the purported acceptance as an Electronic Acceptance on the terms of this document as so

waived, varied or modified by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, Computershare will on behalf of KNOC reject the purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message.

Each Restricted Escrow Transfer must, in order for it to be valid and settle, include the following details:

- (i) the corporate action ISIN number of the Dana Shares. This is GB0033252056;
- (ii) the number of Dana Shares in uncertificated form in respect of which the accepting holder of Dana Shares wishes to accept the Share Offer (i.e. the number of Dana Shares in uncertificated form to be transferred to an escrow balance);
- (iii) the Participant ID of the accepting Dana Shareholder;
- (iv) the member account ID of the accepting Dana Shareholder;
- (v) the Participant ID of the Escrow Agent. This is 3RA19;
- (vi) the member account ID of the Escrow Agent specific to a Restricted Escrow Transfer. This is RESTRICT;
- (vii) the intended settlement date. This should be as soon as possible and in any event not later than 1.00 p.m. (London time) on 23 September 2010;
- (viii) the corporate action number for the Share Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST;
- (ix) input with standard delivery instruction priority of 80; and
- (x) the contact name and telephone number of the accepting Dana Shareholder inserted in the shared note field.

Each Restricted ESA Instruction must, in order for it to be valid and settle include the following details:

- (A) the corporate action ISIN number of Dana Shares. This is GB0033252056;
- (B) the number of Dana Shares in uncertificated form relevant to that Restricted ESA Instruction;
- (C) the Participant ID of the accepting Dana Shareholder;
- (D) the member ID of the accepting Dana Shareholder;
- (E) the Participant ID of the Escrow Agent. This is 3RA19;
- (F) the member account ID of the Escrow Agent set out in the Restricted Escrow Transfer. This is RESTRICT;
- (G) the member account ID of the Escrow Agent relevant to the form of consideration required in respect of the Offer. This is DANKOR01 for the Share Offer;
- (H) the CREST Transaction ID of the Restricted Escrow Transfer to which the Restricted ESA Instruction relates to be inserted at the beginning of the shared note field;
- (I) the intended settlement date. This should be as soon as possible and in any event not later than 1.00 p.m. (London time) on 23 September 2010;
- (J) the corporate action number for the Share Offer; and
- (K) input with standard delivery instruction priority of 80.

5.9 By accepting the Convertible Bond Offer, Dana Convertible Bondholders will be deemed to make a series of acknowledgements, representations, warranties and undertakings, which are set out in Part F of Appendix I.

5.10 The Offers are being made in reliance on, and compliance with, Section 14(e) of the Exchange Act and Regulation 14E thereunder. The Offers are being made for securities of an English company and are subject to United Kingdom disclosure requirements which are different from certain United States disclosure requirements, as applicable. In addition, US investors should be aware that this document has been prepared in accordance with a United Kingdom format and style, which differs

from the United States. In addition, the payment and settlement procedure with respect to the Offers will comply with the relevant United Kingdom rules, which differ from United States payment and settlement procedures, as applicable. In particular, the appendices to this document contain information concerning the Offers required by UK disclosure requirements which may be material and may not have been summarised elsewhere in the document. Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved the Offers or passed upon the adequacy or completeness of this document or any documentation relating to the Offers. Any representation to the contrary is a criminal offence.

In accordance with normal United Kingdom market practice, KNOC or any person acting on its behalf may, from time to time, make certain market or private purchases of, or arrangements to purchase, directly or indirectly, Dana Shares, other than pursuant to the Share Offer, or Dana Convertible Bonds, other than pursuant to the Convertible Bond Offer before or during the period in which the Offers remain open for acceptance. Any such purchases, or arrangements to purchase, will be made outside the United States and in compliance with applicable law, including the Exchange Act. Any information about such purchases will be publicly announced as required by law or regulation in the United Kingdom and the United States.

- 5.11 Notwithstanding anything to the contrary contained in this document or the Form of Acceptance, KNOC may make the Offers (with or without giving effect to the foregoing paragraphs of this paragraph 5) in a Restricted Jurisdiction or in any other jurisdiction pursuant to an exemption under, or in accordance with, applicable law in such jurisdictions and, in this connection, the provisions of paragraph 3 of Part D, paragraph 3 of Part E and paragraph 3 of Part F of this Appendix I will be varied accordingly.
- 5.12 The provisions of this paragraph 5 supersede any terms of the Offers inconsistent with them. The provisions of this paragraph 5 and/or any other terms of the Offers relating to Overseas Holders may be waived, varied or modified as regards specific Overseas Holders or on a general basis by KNOC in its absolute discretion.

6 General

- 6.1 Except with the consent of the Panel, the Share Offer will lapse unless all conditions relating to the Share Offer have been fulfilled or (if capable of waiver) waived or, where appropriate, have been determined by KNOC to be, and continue to be, satisfied by midnight (London time) on 14 October 2010 or by midnight (London time) on the date which is 21 days after the date on which the Share Offer becomes unconditional as to acceptances, whichever is the later, or such later date as KNOC, with the consent of the Panel, may decide.
- 6.2 If the Share Offer lapses or is withdrawn, it will cease to be capable of further acceptance and accepting Dana Shareholders and KNOC will cease to be bound by acceptances submitted before the time the Share Offer lapses or is withdrawn.
- 6.3 If KNOC receives acceptances under the Share Offer in respect of, or otherwise acquires, 90 per cent. or more of Dana Shares to which the Share Offer relates, KNOC intends to exercise its rights pursuant to the provisions of Part 28 of the Companies Act, as applicable, to acquire compulsorily the remaining Dana Shares in respect of which the Share Offer has not been accepted on the same terms as the Share Offer.
- 6.4 If the Share Offer becomes or is declared unconditional in all respects, and sufficient acceptances under the Share Offer are received, KNOC intends to procure that Dana makes applications to cancel the listing of Dana Shares from the UKLA's Official List and to cancel admission to trading in Dana Shares on the London Stock Exchange's market for listed securities. De-listing is likely to reduce significantly the liquidity and marketability of any Dana Shares in respect of which the Share Offer has not been accepted.
- 6.5 It is anticipated that cancellation of listing on the Official List and of admission to trading on the London Stock Exchange will take effect no earlier than 20 Business Days after either (i) the date on which KNOC has, by virtue of its shareholdings and acceptances of the Share Offer, acquired or agreed to acquire issued share capital carrying 75 per cent. of the voting rights of Dana or (ii) the first date of issue of compulsory acquisition notices under Part 28 of the Companies Act, as applicable. KNOC will notify Dana Shareholders when the required 75 per cent. has been attained and confirm that the notice period has commenced and the anticipated date of cancellation.

- 6.6 Except with the consent of the Panel, settlement of the consideration to which any Dana Shareholder and/or Dana Convertible Bondholder is entitled under the Offers will be implemented in full in accordance with the terms of the Offers without regard to any lien, right of set-off, counterclaim or other analogous right to which KNOC may otherwise be, or claim to be, entitled as against such person and will be effected:
- (a) in the case of acceptances received, complete in all respects (including the relevant transfer to escrow or (as applicable) receipt of relevant share certificate(s) and/or other documents of title or indemnities satisfactory to KNOC) by the date on which the Share Offer becomes or is declared unconditional, within 14 calendar days of such date; or
 - (b) in the case of acceptances of the Offers received, complete in all respects, after the date on which the Share Offer becomes or is declared unconditional in all respects, but while they remain open for acceptance, within 14 calendar days of such receipt.
- All cash payments in respect of the Share Offer (other than payments made by means of CREST) will be made by cheque drawn on a branch of a UK clearing bank. Unless otherwise determined by KNOC, no consideration will be sent to any address in a Restricted Jurisdiction. All cash payments in respect of the Convertible Bond Offer will be made by means of the Clearing Systems.
- 6.7 Notwithstanding the right reserved by KNOC to treat an acceptance as valid (even though not entirely in order or not accompanied by the relevant Dana Share certificate(s) and/or other documents of title or indemnities reasonably satisfactory to KNOC, or not accompanied by the relevant transfer to escrow), except as otherwise agreed with the Panel:
- (a) an acceptance of the Share Offer will only be counted towards fulfilling the Acceptance Condition if the requirements of Note 4 and, if applicable, Note 6 on Rule 10 of the City Code are satisfied in respect of it and Dana Shares falling within Note 8 on Rule 10 of the City Code will not be counted towards fulfilling the Acceptance Condition;
 - (b) a purchase of Dana Shares by KNOC or its nominee(s) or (if KNOC is required by the Panel to make an offer for Dana Shares under Rule 9 of the City Code) by a person acting in concert with KNOC or its nominee(s) will only be counted towards fulfilling the Acceptance Condition if the requirements of Note 5 and, if applicable, Note 6 on Rule 10 of the City Code are satisfied in respect of it; and
 - (c) the Share Offer will not become unconditional unless Computershare has issued a certificate to KNOC or KNOC's agents stating the number of Dana Shares in respect of which acceptances have been received which comply with sub-paragraph (a) above and the number of Dana Shares otherwise acquired, whether before or during the Offer Period, which comply with sub-paragraph (b) above. A copy of such certificate will be sent to the Panel and Dana's financial advisers as soon as possible after it is issued.
- 6.8 The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Form of Acceptance constitute part of the terms of the Share Offer. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance, unless the context otherwise requires. The provisions of this Appendix I shall be deemed to be incorporated into and form part of the Form of Acceptance.
- 6.9 All references in this document and in the Form of Acceptance to the Share Offer Expiration Date and the Convertible Bond Offer Expiration Date will (except in the definition of Offer Period and where the context otherwise requires) be deemed, if the expiry date of the Offers is extended, to refer to the expiry date of the Offers as so extended.
- 6.10 References in paragraph 5 of this Part C and in Part D of this Appendix I to a Dana Shareholder will include references to the person or persons executing a Form of Acceptance and in the event of more than one person executing a Form of Acceptance, such paragraphs will apply to them jointly and severally.
- 6.11 Any omission to despatch this document, the Form(s) of Acceptance, any other documents relating to the Offers or any notice required to be despatched under the terms of the Offers to, or any failure to receive the same by, any person to whom the Offers are made, or should be made, will not invalidate the Offers in any way or create any implication that the Offers have not been made to any such person.

- 6.12 KNOC reserves the right to treat acceptances of the Offers as valid if received by or on behalf of KNOC at any place or places determined by KNOC otherwise than as set out in this document or the Form of Acceptance.
- 6.13 No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, share certificate(s) or other document(s) of title will be given by, or on behalf of KNOC. All communications, notices, certificates, documents of title and remittances to be delivered by, or sent to or from Dana Shareholders and/or Dana Convertible Bondholders (or their designated agent(s)) will be delivered by or sent to or from them (or their designated agent(s)) at their own risk.
- 6.14 Any omission or failure to despatch this document or the Form of Acceptance or any other document relating to the Offers or any notice required to be despatched under the terms of the Offers to, or any failure to receive the same by, any person to whom the Offers are made, or should be made, shall not invalidate the Offers in any way or create any implication that the Offers have not been made to any such person and to all Dana Shareholders to whom this document, the Form of Acceptance and any related documents may not be despatched and who may not receive such documents, and such persons may collect copies of those documents from Computershare at The Pavilions, Bridgwater Road, Bristol BS13 8AE.
- 6.15 KNOC reserves the right to notify any matter including the making of the Offers to all or any Dana Shareholders and/or Dana Convertible Bondholders with a registered address outside the United Kingdom or the United States or whom KNOC knows to be a custodian, trustee or nominee holding Dana Shares and/or Dana Convertible Bonds for persons who are citizens, residents or nationals of jurisdictions outside the United Kingdom or the United States by announcement to the London Stock Exchange or by paid advertisement in a daily newspaper published and circulated in the United Kingdom or in the London Gazette or in any other appropriate manner, and in the United States in such a manner as is reasonably calculated to inform US shareholders, in which event such notice will be deemed to have been sufficiently given, notwithstanding any failure by any such Dana Shareholders and/or Dana Convertible Bondholders to receive or see such notice, and all references in this document to notice in writing by or on behalf of KNOC will be construed accordingly.
- 6.16 The Offers are made at 1.00 p.m. (London time) on 25 August 2010 and are capable of acceptance from and after that time. Copies of this document, the Form of Acceptance and any related documents are available to the Dana Shareholders from Computershare at The Pavilions, Bridgwater Road, Bristol BS13 8AE and the Dana Convertible Bondholders from BNP Paribas at Corporate Trust Services, Rue de Gasperich, Hesperange L-5126 Luxembourg, in each case, from that time.
- 6.17 If the Share Offer does not become unconditional in all respects:
- (a) in respect of Dana Shares held in certificated form, the Form(s) of Acceptance, relevant share certificates, and/or other documents of title will be returned by post (or such other method as may be approved by the Panel) within 14 calendar days of the Share Offer lapsing or being withdrawn to the person or agent whose name and address outside a Restricted Jurisdiction set out in the relevant box in the Form of Acceptance or, if none is set out, to the first-named holder at his registered address outside a Restricted Jurisdiction (no such documents will be sent to an address in a Restricted Jurisdiction);
 - (b) in respect of Dana Shares held in uncertificated form, Computershare will, immediately after the lapsing or withdrawal of the Share Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the lapsing or withdrawal of the Share Offer), give instructions to Euroclear to transfer all Dana Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Share Offer to the original available balances of Dana Shareholders concerned; and
 - (c) in respect of Dana Convertible Bonds, the instruction to block Dana Convertible Bonds by or on behalf of a Dana Convertible Bondholder accepting the Convertible Bond Offer will be treated as being withdrawn.
- 6.18 All powers of attorney, appointments of agents and authorities conferred by this Appendix I or in the Form(s) of Acceptance are given by way of security for the performance of the obligations of the Dana Shareholders and/or Dana Convertible Bondholders concerned and are irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 except in the circumstances where the

donor of such power of attorney or authority or appointer is entitled to withdraw his acceptance in accordance with paragraph 3 of this Part C and duly does so.

- 6.19 In relation to any acceptance of the Share Offer in respect of a holding of Dana Shares which are in uncertificated form and any acceptance of the Convertible Bond Offer, KNOC reserves the right to make such alterations, additions or modifications as may be necessary or desirable to give effect to any purported acceptance of the relevant Offer, whether in order to comply with the facilities or requirements of CREST or otherwise, provided any such alterations, additions or modifications are consistent with the requirements of the City Code or are otherwise made with the consent of the Panel.
- 6.20 The Offers, all Forms of Acceptance and all acceptances and elections in respect thereof, all contracts made pursuant thereto and action taken or made or deemed to be taken or made under any of the foregoing will be governed by and construed in accordance with English law, and the courts of England are to have exclusive jurisdiction to settle any dispute which may arise therefrom. Execution by or on behalf of a Dana Shareholder of a Form of Acceptance constitutes his irrevocable submission to the exclusive jurisdiction of the courts of England in relation to all matters arising in connection with the Offers.
- 6.21 For the purposes of this document, the time of receipt of the TTE Instruction, an ESA instruction or an Electronic Acceptance shall be the time that the relevant instruction settles in CREST.
- 6.22 Dana Convertible Bondholders should check with the bank, securities broker or any other intermediary through which they hold their Dana Convertible Bonds whether such intermediary will apply different deadlines for participation to those set out in this document and, if so, should follow those deadlines. The deadlines set by each of the Clearing Systems for submission of Electronic Instruction Notices will be earlier than the relevant deadlines as set out in this document.
- 6.23 Neither KNOC nor any agent or director of KNOC, nor any person acting on behalf of any of them, shall have any liability to any person for any loss or alleged loss arising from any decision as to the treatment of acceptances of the Offers or otherwise in connection therewith.
- 6.24 If the Panel requires KNOC to make an Offer for Dana Shares under the provisions of Rule 9 of the City Code, KNOC may make such alterations to the conditions of the Offers, including the Acceptance Condition, as are necessary to comply with the provisions of that Rule.

PART D

FORM OF ACCEPTANCE (CERTIFICATED SHARES)

Procedures for Acceptance by Dana Shareholders who hold their Dana Shares in certificated form

Each Dana Shareholder by whom, or on whose behalf, any Form of Acceptance is executed irrevocably undertakes, represents, warrants and agrees to and with KNOC and Computershare (so as to bind him and his personal representatives, heirs, successors and assigns) to the following effect:

- 1 that the execution of the Form of Acceptance shall constitute:
 - 1.1 an acceptance of the Share Offer in respect of the number of Dana Shares in certificated form inserted or deemed to be inserted in Box 3 of the Form of Acceptance; and
 - 1.2 an undertaking to execute any further documents, take any further action and give any further assurances which may be required in connection with the foregoing, in each case on and subject to the terms and conditions set out in this document and the Form of Acceptance and that, subject only to the rights of withdrawal set out in paragraph 3 of Part C of this Appendix I, each such acceptance, election and undertaking shall be irrevocable. If Box 3 is left blank or a number greater than such Dana Shareholder registered holding appears in Box 3 or the Form of Acceptance is otherwise completed incorrectly, but the Form of Acceptance is signed, it will be deemed to be an acceptance by such Dana Shareholder of the terms of the Share Offer in respect of the total number of Dana Shares registered in his name;
- 2 that he is irrevocably and unconditionally entitled to transfer Dana Shares in respect of which the Form of Acceptance is completed and that the Dana Shares in respect of which the Share Offer is accepted, or is deemed to be accepted, are sold fully paid with full title guarantee and free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights attaching thereto, including the right to receive in full all dividends and other distributions, if any, declared, paid or made after the date of the Announcement;
- 3 that unless “NO” is inserted, or deemed to be inserted, in Box 5 of the Form of Acceptance, such Dana Shareholder:
 - 3.1 has not received or sent copies of this document, the Form of Acceptance or any related Offer Documents in, into or from a Restricted Jurisdiction;
 - 3.2 has not otherwise utilised in connection with the Share Offer, directly or indirectly, the use of the mails, or of any means or instrumentality (including, without limitation, facsimile transmission, email, telex, telephone and the internet) of interstate or foreign commerce, or any facilities of a national securities exchange, of a Restricted Jurisdiction;
 - 3.3 was outside a Restricted Jurisdiction when the Form of Acceptance was delivered and at the time of accepting the Share Offer and, in respect of Dana Shares to which the Form of Acceptance relates, is not an agent or fiduciary acting on a non-discretionary basis for a principal who has given any instructions with respect to the Share Offer from within a Restricted Jurisdiction; and
 - 3.4 the Form of Acceptance and any related Offer Documents have not been mailed or otherwise sent in, into or from a Restricted Jurisdiction and such shareholder is accepting the Share Offer from outside such jurisdictions;
- 4 that the execution of the Form of Acceptance and its delivery to Computershare constitutes, subject to the Share Offer becoming unconditional in accordance with its terms and to the accepting Dana Shareholder not having validly withdrawn his acceptance, the irrevocable separate appointment of KNOC and/or Bank of America Merrill Lynch or any director of either of them as such Dana Shareholder’s attorney (“**attorney**”), with an irrevocable instruction to the attorney to:
 - 4.1 complete and execute all or any form(s) of transfer and/or renunciation and/or other document(s) in the attorney’s discretion in relation to Dana Shares referred to in paragraph 1.1 of this Part D in favour of KNOC or as KNOC or its agents may direct in connection with the acceptance of the Share Offer;
 - 4.2 deliver such form(s) of transfer and/or renunciation and/or other document(s) at the attorney’s discretion together with any certificate(s) and/or other document(s) of title relating to such Dana

Shares for registration within six months of the Share Offer becoming unconditional in all respects; and

- 4.3 do all such other acts and things as may in the opinion of such attorney be necessary or expedient for the purpose of, or in connection with, the acceptance or deemed acceptance of the Share Offer and to vest in KNOC or its nominee Dana Shares as aforesaid;
- 5 that the execution of the Form of Acceptance and its delivery to Computershare constitutes, subject to the Share Offer becoming unconditional in all respects in accordance with its terms and to the accepting Dana Shareholder not having validly withdrawn his acceptance, a separate and irrevocable authority and request:
 - 5.1 to Dana or its agents to procure the registration of the transfer of those Dana Shares pursuant to the Share Offer and the delivery of the share certificate(s) and/or other document(s) of title in respect thereof to KNOC or as it may direct; and
 - 5.2 to procure the despatch by post (or such other method as may be approved by the Panel) of a cheque drawn on a branch of a UK clearing bank in respect of any cash consideration to which he is entitled under the Share Offer, at the risk of such holder of Dana Shares, to the person or agent whose name and address (outside Restricted Jurisdictions unless otherwise permitted by KNOC) is set out in Box 1 or Box 6 of the Form of Acceptance or, if none is set out, to the first-named holder at his registered address (outside Restricted Jurisdictions unless otherwise permitted by KNOC);
- 6 that the execution of the Form of Acceptance and its delivery constitutes a separate authority to KNOC and/or Bank of America Merrill Lynch and/or their respective agents within the terms of paragraph 4 of Part C of this Appendix I;
- 7 subject to the Share Offer becoming unconditional in all respects (or if the Share Offer would become unconditional or lapse depending upon the outcome of the resolution in question), and in such other circumstances as KNOC may request and the Panel may permit and pending registration, that:
 - 7.1 KNOC or its agents be entitled to direct the exercise of any votes and any other rights and privileges (including the right to requisition the convening of a general meeting of Dana or of any class of its shareholders) attaching to any Dana Shares in respect of which the Share Offer has been accepted, or is deemed to have been accepted, and such acceptance is not validly withdrawn; and
 - 7.2 the execution of a Form of Acceptance by a Dana Shareholder constitutes, in respect of Dana Shares comprised in such acceptance and in respect of which such acceptance has not been validly withdrawn:
 - (a) an irrevocable authority to Dana and/or its agents from such Dana Shareholder to send any notice, warrant, document or other communication which may be required to be sent to him as a Dana Shareholder (including any share certificate(s)) to KNOC at its registered office;
 - (b) an irrevocable authority to KNOC and/or its agents to sign any consent to short notice on his behalf and/or attend and/or execute a form of proxy in respect of such Dana Shares appointing any person nominated by KNOC to attend general meetings and separate class meetings of Dana or its members (or any of them) (and any adjournments thereof) and to exercise the votes attaching to such shares on his behalf, where relevant, such votes to be cast so far as possible to satisfy any outstanding condition of the Share Offer; and
 - (c) the agreement of such Dana Shareholder not to exercise any of such rights without the consent of KNOC and the irrevocable undertaking of such Dana Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting;
- 8 that he will deliver (or procure the delivery) to Computershare at one of the addresses referred to in paragraph 3.1 of Part C of this Appendix I his share certificate(s) or other document(s) of title in respect of all Dana Shares held by him in certificated form in respect of which the Share Offer has been accepted or is deemed to have been accepted and not validly withdrawn, or an indemnity acceptable to KNOC in lieu thereof, as soon as possible and in any event within six months of the Share Offer becoming unconditional in all respects;

- 9 that if, for any reason, any Dana Shares in respect of which a transfer to an escrow balance has been effected in accordance with paragraph 15 of Part I of this document are converted to certificated form, he will (without prejudice to paragraph 7.2(a) of this Part D) immediately deliver or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of all such Dana Shares as so converted to Computershare at one of the addresses referred to in paragraph 3.1 of Part C of this Appendix I or to KNOC at its registered office or as KNOC or its agents may direct;
- 10 that, if he accepts the Share Offer, he will do all such acts and things as shall, in the opinion of KNOC and Computershare, be necessary or expedient to vest in KNOC or its nominee(s) or such other person as KNOC may decide, title to the number of Dana Shares inserted or deemed to be inserted in Box 3 of the Form of Acceptance and all such acts and things as may be necessary or expedient to enable Computershare to perform its functions as Escrow Agent for the purposes of the Share Offer;
- 11 that the terms and conditions of the Share Offer contained in this document will be deemed to be incorporated in, and form part of, the Form of Acceptance, which will be construed accordingly;
- 12 that he will ratify each and every act or thing which may be done or effected by KNOC or Computershare or any director of KNOC or Computershare or their respective agents in the exercise of any of his or its powers and/or authorities hereunder (and to indemnify each such person against any losses arising therefrom other than losses arising as a result of the negligence or wilful default of such person);
- 13 that, if any provision of Part C of this Appendix I or this Part D will be unenforceable or invalid or will not operate so as to afford KNOC, Bank of America Merrill Lynch or Computershare or any duly authorised director or authorised representative of any of them or their respective agents the benefit of the authority and powers of attorney expressed to be given therein, he agrees with all practicable speed to do all such acts and things and execute all such documents that may be required to enable those persons to secure the full benefits of Part C of this Appendix I and this Part D;
- 14 that the execution of the Form of Acceptance constitutes his submission, in relation to all matters arising out of the Share Offer and the Form of Acceptance, to the jurisdiction of the courts of England and that nothing shall limit the right of KNOC to bring any action, suit or proceedings arising out of or in connection with the Share Offer and the Form of Acceptance in any other manner permitted by law or in any court of competent jurisdiction; and
- 15 that on execution, the Form of Acceptance will take effect as a deed.

A reference in this Part D to a Dana Shareholder shall include references to the person or persons executing the Form of Acceptance and in the event of more than one person executing a Form of Acceptance, the provisions of this Part D shall apply to them jointly and to each of them jointly and severally.

PART E

ELECTRONIC ACCEPTANCE (UNCERTIFICATED SHARES)

Each Dana Shareholder in uncertificated form by whom, or on whose behalf, an Electronic Acceptance is made, irrevocably undertakes, represents, warrants and agrees to and with KNOC and Computershare so as to bind him and his personal representatives, heirs, successors and assigns to the effect that:

- 1 the Electronic Acceptance shall constitute in respect of the number of Dana Shares in uncertificated form to which a TTE Instruction relates:
 - 1.1 subject to paragraph 6 of Part C of this Appendix I, an acceptance of the Share Offer;
 - 1.2 an undertaking to execute any further documents and give any further assurances which may be required to enable KNOC to obtain the full benefits of the terms of this Part E and/or to perfect any authorities expressed to be given thereunder; and
 - 1.3 a representation and warranty that he is the beneficial owner of such number of Dana Shares or, if he is not, that he is irrevocably and unconditionally entitled to transfer such Dana Shares in uncertificated form and that the entire beneficial interest therein will be acquired under the Share Offer, on and subject to the terms and conditions set out or referred to in this document and that, subject to paragraphs 3 and 4 of Part C of this Appendix I, such acceptance and/or election shall be irrevocable;
- 2 Dana Shares in uncertificated form in respect of which the Share Offer is accepted or deemed to be accepted are sold fully paid with full title guarantee and free from all liens, equitable interests, charges, encumbrances, pre-emption rights and other interests and rights of whatsoever nature and together with all rights now or hereafter attaching thereto including the right to receive all dividends and other distributions declared, made or paid after the date of the Announcement;
- 3
 - 3.1 such Dana Shareholder has not received or sent copies or originals of this document, the Form of Acceptance or any related documents in, into or from a Restricted Jurisdiction and has not otherwise utilised in connection with the Share Offer, directly or indirectly, the use of mails of, or any means or instrumentality (including, without limitation, facsimile transmission, email, telex, telephone and the internet) of interstate or foreign commerce of, or any facility of a national securities exchange of, a Restricted Jurisdiction at the time of the input and settlement of the relevant TTE Instruction(s), and in respect of Dana Shares in uncertificated form to which an Electronic Acceptance relates he is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given all instructions with respect to the Share Offer from outside a Restricted Jurisdiction; and
 - 3.2 if such Dana Shareholder is not resident in the UK he has observed the laws of all relevant territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due from him, in connection with such acceptance in any territory, and that he has not taken or omitted to take any action which will or may result in KNOC, Bank of America Merrill Lynch or any other person acting in breach of any legal or regulatory requirements of any territory in connection with the Share Offer or his acceptance thereof, provided that the warranties and representations above shall be deemed not to be given if such Dana Shareholder purports to accept the Share Offer by sending (or, if a CREST sponsored member, procuring that his CREST sponsor sends) a Restricted Escrow Transfer and a Restricted ESA Instruction pursuant to paragraph 5.8 of Part C of this Appendix I;
- 4 the Electronic Acceptance constitutes, subject to the Share Offer becoming unconditional in all respects in accordance with its terms and to the relevant Dana Shareholder not having validly withdrawn his acceptance, the irrevocable separate appointment of KNOC and/or any of KNOC's directors or agents as such Dana Shareholders' agent and/or attorney and an irrevocable instruction and authorisation to the agent and/or attorney to do all such acts and things as may, in the opinion of such agent and/or attorney, be necessary or expedient for the purposes of, or in connection with, the acceptance of the Share Offer to vest in KNOC or its nominee(s) the Dana Shares in uncertificated form referred to in paragraph 1 of this Part E in respect of which such accepting Dana Shareholder has not validly withdrawn his acceptance (the "**Electronic Acceptance Shares**");

- 5 the Electronic Acceptance constitutes the irrevocable appointment of Computershare as the Dana Shareholders' escrow agent and/or attorney and an irrevocable instruction and authority to the escrow agent and/or attorney, subject to the Share Offer becoming or being declared unconditional in all respects in accordance with its terms and to such accepting Dana Shareholder not having validly withdrawn his acceptance, to transfer to itself (or to such other person or persons as KNOC or its agents may direct) by means of CREST all or any of the Electronic Acceptance Shares and, if the Share Offer does not become or is not declared unconditional in all respects, to give TFE Instructions to Euroclear, immediately after the lapsing of the Share Offer (or within such longer period as the Panel may permit, not exceeding 14 days of the lapsing of the Share Offer), to transfer all the Electronic Acceptance Shares to the original available balance of the accepting Dana Shareholder;
- 6 the Electronic Acceptance constitutes, subject to the Share Offer becoming or being declared unconditional in all respects in accordance with its terms and to an accepting Dana Shareholder not having validly withdrawn his acceptance, an irrevocable authority and request, subject to the provisions of paragraph 5 of Part C of this Appendix I, to KNOC or its agents to procure the making of a CREST payment in favour of the accepting Dana Shareholder's payment bank in accordance with the CREST payment arrangements in respect of any cash consideration to which such accepting Dana Shareholder is entitled, provided that KNOC may (if for any reason it wishes to do so) determine that all or any part of such cash consideration shall be paid by cheque, despatched by post and, if the accepting Dana Shareholder is a CREST member whose registered address is in a Restricted Jurisdiction, any cash consideration to which he is entitled shall in any case be paid by cheque despatched by post and in either case all such cheques shall be despatched at the risk of such Dana Shareholder to the first-named holder at an address outside a Restricted Jurisdiction stipulated by such holder or as otherwise determined by KNOC;
- 7 the Electronic Acceptance constitutes a separate authority to any KNOC Director or KNOC's agents within the terms of paragraph 4 of Part C of this Appendix I in respect of the Electronic Acceptance Shares;
- 8 the Electronic Acceptance constitutes the same undertakings, acceptances, acknowledgements and authorities as set out in paragraph 4 of Part D of this Appendix I as if the same had been restated in this Part E *mutatis mutandis*;
- 9 subject to the Share Offer becoming unconditional in all respects (or if the Share Offer would become unconditional or lapse depending upon the outcome of the resolution in question) and in such other circumstances as KNOC may request and the Panel may permit and pending registration:
 - 9.1 KNOC or its agents shall be entitled to direct the exercise of any votes and any other rights and privileges (including the right to requisition the convening of a general meeting of Dana or of any class of its shareholders) attaching to any uncertificated Dana Shares in respect of which the Share Offer has been accepted, or is deemed to have been accepted, and such acceptance has not been validly withdrawn; and
 - 9.2 an Electronic Acceptance by a Dana Shareholder constitutes, in respect of uncertificated Dana Shares comprised in such acceptance and in respect of which such acceptance has not been validly withdrawn:
 - (a) an irrevocable authority to Dana and/or its agents from such Dana Shareholder to send any notice, warrant, document or other communication which may be required to be sent to him as a member of Dana (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such Dana Shares into certificated form) to KNOC at its registered office;
 - (b) an irrevocable authority to KNOC and/or its agents to sign any consent to short notice on his behalf and/or attend and/or execute a form of proxy in respect of such Dana Shares appointing any person nominated by KNOC to attend general meetings and separate class meetings of Dana or its members (or any of them) (and any adjournments thereof) and to exercise the votes attaching to such shares on his behalf, where relevant, such votes to be cast so far as possible to satisfy any outstanding condition of the Share Offer; and
 - (c) the agreement of such Dana Shareholder not to exercise any of such rights without the consent of KNOC and the irrevocable undertaking of such Dana Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting;

- 10 if, for any reason, any Dana Shares in respect of which a TTE Instruction has been effected in accordance with paragraph 15 of Part I of this document are converted to certificated form, he will (without prejudice to sub-paragraph 9.2(a) of this Part E) immediately deliver or procure the immediate delivery of the share certificate(s) or other documents of title in respect of all such Dana Shares as so converted to Computershare at the addresses referred to in paragraph 3.1 of Part C of this Appendix I or to such address as KNOC or its agent may direct;
- 11 the creation of a CREST payment obligation in favour of his payment bank in accordance with the CREST payment arrangements referred to in paragraph 6 of this Part E shall, to the extent of the obligations so created, discharge in full any obligation of KNOC to pay him the cash consideration to which he is entitled pursuant to the Share Offer;
- 12 if he accepts the Share Offer and does not validly withdraw such acceptance, he shall do all such acts and things as shall be necessary or expedient to enable Computershare to perform its functions as Escrow Agent for the purposes of the Share Offer;
- 13 he agrees to ratify each and every act or thing which may be lawfully done or effected by KNOC or by Computershare or their respective directors, agents or attorneys, as the case may be, in the proper exercise of any of his powers and/or authorities hereunder (and to indemnify each such person against any losses arising therefrom other than losses arising as a result of the negligence or wilful default of such person);
- 14 if any provision of Part C of this Appendix I or this Part E shall be unenforceable or invalid or shall not operate so as to afford KNOC, Bank of America Merrill Lynch or Computershare and/or their respective directors and agents the full benefit of authorities and powers of attorney expressed to be given in this Part E he shall with all practicable speed do such acts or things and execute all such documents as may be required to enable KNOC, Bank of America Merrill Lynch or Computershare and/or any of their respective directors or agents to secure the full benefits of such authorities and powers of attorney;
- 15 the making of an Electronic Acceptance constitutes his submission, in relation to all matters arising out of the Offer and the Electronic Acceptance, to the jurisdiction of the courts of England and Wales and his agreement that nothing shall limit the right of KNOC and/or any of KNOC's Directors or KNOC's agents to bring any action, suit or proceeding arising out of or in connection with the Share Offer and the Electronic Acceptance in any other manner permitted by law or in any court of competent jurisdiction; and
- 16 by virtue of the Regulations the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the relevant holder of Dana Shares in the terms of the powers and authorities expressed to be given by this Part E to KNOC and any of KNOC's directors or agents.

A reference in this Part E to a Dana Shareholder shall include references to the person or persons making an Electronic Acceptance and, in the event of more than one person making an Electronic Acceptance, the provisions of this Part E shall apply to them jointly and severally.

PART F

ACCEPTANCE OF THE CONVERTIBLE BOND OFFER

Each Dana Convertible Bondholder by whom, or on whose behalf, any Electronic Instruction Notice is executed and received by a Clearing System, and each relevant Direct Participant (on behalf of the relevant Beneficial Owner) irrevocably undertakes, represents, warrants and agrees to and with KNOC and the Tender Agent (so as to bind him and his personal representatives, heirs, successors and assigns) to the following effect:

- 1** that the submission of the Electronic Instruction Notice shall constitute:
 - 1.1 an acceptance of the Convertible Bond Offer in respect of the relevant Dana Convertible Bonds; and
 - 1.2 an undertaking to execute any further documents, take any further action and give any further assurances which may be required in connection with the foregoing, in each case on and subject to the terms and conditions set out in this document and the Electronic Instruction Notice and that, subject only to any rights of withdrawal pursuant to paragraph 3 of Part C of this Appendix I, each such acceptance, election and undertaking shall be irrevocable;
- 2** that he is irrevocably and unconditionally entitled to transfer Dana Convertible Bonds in respect of which the Electronic Instruction Notice is submitted and that Dana Convertible Bonds in respect of which the Convertible Bond Offer is accepted, or is deemed to be accepted, are sold fully paid with full title guarantee and free from all liens, charges, equitable interests, encumbrances and any other third party rights and interests of any nature whatsoever and together with all rights attaching thereto;
- 3** that:
 - 3.1 such Dana Convertible Bondholder and/or Direct Participant has not received or sent copies of this document or any related Offer Documents in, into or from, a Restricted Jurisdiction;
 - 3.2 such Dana Convertible Bondholder and/or Direct Participant has not otherwise utilised in connection with the Convertible Bond Offer, directly or indirectly, the mails, or any means or instrumentality (including, without limitation, facsimile transmission, email, telex, telephone and the internet) of interstate or foreign commerce, or any facilities of a national securities exchange, of a Restricted Jurisdiction;
 - 3.3 such Dana Convertible Bondholder and/or Direct Participant was outside a Restricted Jurisdiction when the Electronic Instruction Notice was delivered and, at the time of accepting the Convertible Bond Offer and, in respect of Dana Convertible Bonds to which the Electronic Instruction Notice relates, is not an agent or fiduciary acting on a non-discretionary basis for a principal who has given any instructions with respect to the Convertible Bond Offer from within a Restricted Jurisdiction, unless such agent or fiduciary is an authorised employee of such principal or such principal has given all instructions with respect to the Convertible Bond Offer from outside a Restricted Jurisdiction;
 - 3.4 the Electronic Instruction Notice and any related Offer Documents have not been mailed or otherwise sent in, into or from a Restricted Jurisdiction; and
 - 3.5 such Dana Convertible Bondholder and/or Direct Participant on behalf of the relevant Beneficial Owner is accepting the Convertible Bond Offer from outside such jurisdictions;
- 4** that, such Dana Convertible Bondholder and/or Direct Participant is not located or resident in the United Kingdom or, if he is located or resident in the United Kingdom, is a person falling within the definition of investment professionals (as defined in Article 19(5) of the Order) or to whom this document may lawfully be communicated in accordance with the Order;
- 5** that, such Dana Convertible Bondholder and/or Direct Participant is assuming all the risks inherent in participating in the Convertible Bond Offer and has undertaken all the appropriate analysis of the implications of the Convertible Bond Offer without reliance on KNOC, Dana or the Tender Agent;
- 6** that, by blocking Dana Convertible Bonds in the relevant Clearing System, such Dana Convertible Bondholder and/or Direct Participant will be deemed to consent to the relevant Clearing System providing details concerning his identity to KNOC, Dana, the Tender Agent and their respective legal advisers;

- 7 that the execution of the Electronic Instruction Notice and its delivery to the Clearing System by or on behalf of such Dana Convertible Bondholder and/or Direct Participant constitutes, subject to the Convertible Bond Offer becoming unconditional in all respects in accordance with its terms, the irrevocable separate appointment of KNOC and/or Bank of America Merrill Lynch and/or any KNOC Director and/or any director of Bank of America Merrill Lynch as such Dana Convertible Bondholders' attorney ("**attorney**"), with an irrevocable instruction to the attorney to:
- 7.1 complete and execute all or any form(s) of transfer and/or renunciation and/or other document(s) in the attorney's discretion in relation to Dana Convertible Bonds referred to in paragraph 1.1 of this Part F in favour of KNOC or as KNOC or its agents may direct;
 - 7.2 deliver such form(s) of transfer and/or renunciation and/or other document(s) at the attorney's discretion together with any certificate(s) and/or other document(s) of title relating to such Dana Shares for registration within six months of the Convertible Bond Offer becoming unconditional in all respects; and
 - 7.3 do all such other acts and things as may in the opinion of such attorney be necessary or expedient for the purpose of, or in connection with, the acceptance or deemed acceptance of the Convertible Bond Offer and to vest in KNOC or its nominee Dana Convertible Bonds as aforesaid;
- 8 that the execution of the Electronic Instruction Notice and its delivery constitutes a separate authority to KNOC and its agents and attorneys within the terms of paragraph 4 of Part C of this Appendix I;
- 9 that no information has been provided to it by KNOC, Dana or the Tender Agent with regard to the tax consequences to Dana Convertible Bondholders, Beneficial Owners or Direct Participants arising from the Convertible Bond Offer;
- 10 that such Dana Convertible Bondholder and/or Direct Participant is not a person to whom it is unlawful to make an offer under the Convertible Bond Offer under applicable laws;
- 11 that the terms and conditions of the Convertible Bond Offer contained in this document will be deemed to be incorporated in, and form part of, the Electronic Instruction Notice, which will be construed accordingly;
- 12 that such Dana Convertible Bondholder and/or Direct Participant holds and will hold, until the time of settlement on the Convertible Bond Offer Settlement Date, the Dana Convertible Bonds blocked in the relevant Clearing System and, in accordance with the requirements of the relevant Clearing System and by the deadline required by the relevant Clearing System, has submitted, or has caused to be submitted, an Electronic Instruction Notice to the relevant Clearing System, as the case may be, to authorise the blocking of the submitted Dana Convertible Bonds with effect on and from the date thereof so that, at any time pending the transfer of such Dana Convertible Bonds on the relevant Convertible Bond Offer Settlement Date to KNOC or on his behalf and the cancellation thereof, no transfers of such Dana Convertible Bonds may be effected;
- 13 that such Dana Convertible Bondholder and/or Direct Participant will ratify each and every act or thing which may lawfully be done or effected by KNOC or the Tender Agent or their respective directors, agents or attorneys or Dana or its agents, as the case may be, in the exercise of any of his or its powers and/or authorities hereunder (and will indemnify each such person against any losses arising therefrom other than losses arising as a result of the negligence or wilful default of such person);
- 14 that if any provision of Part C of this Appendix I or this Part F shall be unenforceable or invalid or shall not operate so as to afford KNOC or the Tender Agent or their respective directors, agents or attorneys the full benefit of the authority expressed to be given in this Part F, such Dana Convertible Bondholder and/or Direct Participant shall with all practicable speed do all such acts or things and execute all such documents as may be required to enable those persons to secure the full benefits of Part C of this Appendix I and this Part F;
- 15 that the execution of the Electronic Instruction Notice constitutes the submission of such Dana Convertible Bondholder and/or Direct Participant, in relation to all matters arising out of the Convertible Bond Offer and the Electronic Instruction Notice, to the jurisdiction of the Courts of England and his agreement that nothing shall limit the right of KNOC and/or any of KNOC Directors or agents to bring any action, suit or proceeding arising out of or in connection with the Convertible

Bond Offer and the Electronic Instruction Notice in any other manner permitted by law or in any court of competent jurisdiction; and

16 that on execution, the Electronic Instruction Notice will take effect as a deed.

References in this Part F to a Dana Convertible Bondholder shall include references to the person or persons executing an Electronic Instruction Notice, and in the event of more than one person executing an Electronic Instruction Notice the provisions of this Part F shall apply to them jointly and severally.

None of KNOC, Dana or the Tender Agent will be responsible for the communication of this document or any documents relating to the Offers to any Dana Convertible Bondholder who is in a Restricted Jurisdiction.

Responsibility for delivery of Electronic Instruction Notice

None of KNOC, Dana or the Tender Agent will be responsible for the communication of any Electronic Instruction Notice by:

- (a) Beneficial Owners to the Direct Participant through which they hold Dana Convertible Bonds; or
- (b) the Direct Participant to the relevant Clearing System.

If a Beneficial Owner holds its Dana Convertible Bonds through a Direct Participant, such Beneficial Owner should contact that Direct Participant to discuss the manner in which exchange acceptances and transmission of the corresponding Electronic Instruction Notice and, as the case may be, transfer instructions may be made on its behalf.

Dana Convertible Bondholders, Direct Participants and Beneficial Owners are solely responsible for arranging the timely delivery of their Electronic Instruction Notices.

If a Beneficial Owner offers its Dana Convertible Bonds through a Direct Participant, such Beneficial Owner should consult with that Direct Participant as to whether it will charge any service fees in connection with the participation in the Convertible Bond Offer.

APPENDIX II

FINANCIAL INFORMATION OF DANA AND THE DANA GROUP

Incorporation of relevant information by reference

The information listed below relating to the Dana Group is hereby incorporated by reference into this document.

Please enter the web addresses stated below in your web browser to be brought to the relevant document.

No	Information	Source of information
1	For the last three financial years for which the information has been published, turnover, net profit or loss before and after taxation, the charge for tax, the amount absorbed by dividends and earnings and dividends per share	<p>Dana Annual Report and Accounts 2009, Group Income Statement on page 61. http://www.dana-petroleum.com/pdf/Dana_AR_2009.pdf</p> <p>Dana Annual Report and Accounts 2008, Group Income Statement on page 59. http://www.dana-petroleum.com/pdf/Dana_AR_2008.pdf</p> <p>Dana Annual Report and Accounts 2007, Group Income Statement on page 58. http://www.dana-petroleum.com/pdf/Dana_AR_2007.pdf</p> <p>Petro-Canada Netherlands Financial Information, Income Statement on page 34 and Cash Flow Statement on page 38. http://www.knoc.co.kr/ENG/include/ma_pop.jsp</p>
2	A statement of the assets and liabilities shown in the last published audited accounts	<p>Dana Annual Report and Accounts 2009, Group Balance Sheet on page 63. http://www.dana-petroleum.com/pdf/Dana_AR_2009.pdf</p> <p>Petro-Canada Netherlands Financial Information, Balance Sheet on page 36. http://www.knoc.co.kr/ENG/include/ma_pop.jsp</p>
3	A cash flow statement provided in the last published accounts	<p>Dana Annual Report and Accounts 2009, Group Cash Flow Statement on page 65. http://www.dana-petroleum.com/pdf/Dana_AR_2009.pdf</p> <p>Petro-Canada Netherlands Financial Information, Cash Flow Statement on page 38. http://www.knoc.co.kr/ENG/include/ma_pop.jsp</p>
4	Significant accounting policies and other points of relevance	<p>Dana Annual Report and Accounts 2009, the Notes to the Financial Statements on pages 66 to 98. http://www.dana-petroleum.com/pdf/Dana_AR_2009.pdf</p> <p>Dana Annual Report and Accounts 2008, the Notes to the Financial Statements on pages 63 to 102. http://www.dana-petroleum.com/pdf/Dana_AR_2008.pdf</p> <p>Dana Annual Report and Accounts 2007, the Notes to the Financial Statements on pages 62 to 94. http://www.dana-petroleum.com/pdf/Dana_AR_2007.pdf</p> <p>Petro-Canada Netherlands Financial Information, Notes to the Financial Statements on pages 39 to 59. http://www.knoc.co.kr/ENG/include/ma_pop.jsp</p>

Please note that the information above is extracted from publicly available sources. The financial information relating to Petro-Canada Netherlands, which was acquired by Dana on 13 August 2010, has been extracted from the Class 1 Circular (and ultimately from the published audited statutory financial statements of Petro-Canada Netherlands with certain adjustments to ensure consistency with the accounting policies of Dana). The financial results for the Dana Group and Petro-Canada Netherlands for the three years ended 31 December 2007, 31 December 2008 and 31 December 2009 are available free of charge at the following web addresses:

Dana Annual Report and Accounts 2009:

http://www.dana-petroleum.com/pdf/Dana_AR_2009.pdf

Dana Annual Report and Accounts 2008:

http://www.dana-petroleum.com/pdf/Dana_AR_2008.pdf

Dana Annual Report and Accounts 2007:

http://www.dana-petroleum.com/pdf/Dana_AR_2007.pdf

Petro-Canada Netherlands Financial Information:

http://www.knoc.co.kr/ENG/include/ma_pop.jsp

The annual reports and financial information are available in “read-only” format and can be printed from the web addresses detailed above.

Please see paragraph 11 of Appendix V to this document for details on obtaining copies of documents incorporated by reference in this document.

APPENDIX III

FINANCIAL INFORMATION OF KNOC AND THE KNOC GROUP

Incorporation of relevant information by reference

The information listed below relating to the KNOC Group is hereby incorporated by reference into this document.

Please enter the web addresses stated below in your web browser to be brought to the relevant document.

No	Information	Source of information
1	For the last three financial years for which the information has been published, turnover, net profit or loss before and after taxation, the charge for tax, the amount absorbed by dividends and earnings and dividends per share	<p>KNOC Annual Report and Accounts 2009, Statements of income on page 50 and Statements of appropriations of retained earnings on page 51. <i>http://www.knoc.co.kr/ENG/include/ma_pop.jsp</i></p> <p>KNOC Annual Report and Accounts 2008, Statements of income on page 5 and Statements of appropriations of retained earnings on page 6. <i>http://www.knoc.co.kr/ENG/include/ma_pop.jsp</i></p> <p>KNOC Annual Report and Accounts 2007, Statements of income on page 51 and Statements of appropriations of retained earnings on page 52. <i>http://www.knoc.co.kr/ENG/include/ma_pop.jsp</i></p>
2	A statement of the assets and liabilities shown in the last published audited accounts	<p>Annual Report and Accounts 2009, Statements of financial position on pages 48 to 49. <i>http://www.knoc.co.kr/ENG/include/ma_pop.jsp</i></p>
3	A cash flow statement provided in the last published accounts	<p>KNOC Annual Report and Accounts 2009, Statements of cash flow on pages 53 to 54. <i>http://www.knoc.co.kr/ENG/include/ma_pop.jsp</i></p>
4	Significant accounting policies	<p>KNOC Annual Report and Accounts 2009, the Notes to the financial statements on pages 55 to 91. <i>http://www.knoc.co.kr/ENG/include/ma_pop.jsp</i></p> <p>KNOC Annual Report and Accounts 2008, the Notes to the financial statements on pages 10 to 45 <i>http://www.knoc.co.kr/ENG/include/ma_pop.jsp</i></p> <p>KNOC Annual Report and Accounts 2007, the Notes to the Financial Statements on pages 56 to 96. <i>http://www.knoc.co.kr/ENG/include/ma_pop.jsp</i></p>

The financial results for the KNOC Group for the three years ended 31 December 2007, 31 December 2008 and 31 December 2009 are available free of charge on the KNOC website at *http://www.knoc.co.kr/ENG/include/ma_pop.jsp*.

The financial statements are available in “read-only” format and can be printed from the KNOC website.

Please see paragraph 11 of Appendix V to this document for details on obtaining copies of documents incorporated by reference in this document.

Nature of the Financial Information

The financial information incorporated by reference into this document or set out in this Appendix III does not constitute the statutory accounts of KNOC or the KNOC Group within the meaning of section 434 of the Companies Act. The financial information incorporated by reference into this section for the three years ended 31 December 2007, 31 December 2008 and 31 December 2009 is extracted, without material adjustment, from the published audited statutory accounts of KNOC for the years ended 31 December 2007, 31 December 2008 and 31 December 2009.

KNOC maintains its official accounting records in Korean Won and prepares statutory financial statements in the Korean language in conformity with accounting principles for government-controlled corporations, as issued by the Ministry of Strategy and Finance of the Republic of Korea. The accounting standards for government-controlled corporations require the accounting principles generally accepted in the Republic of Korea to be applied where there is no specific guidance under accounting standards for government controlled corporations. Certain accounting principles applied by KNOC that conform with financial accounting standards and accounting principles in the Republic of Korea may not conform with generally accepted accounting principles in other countries. In the event of any differences in interpreting the financial information, the Korean version, which is used for regulatory reporting purposes, shall prevail. The financial information incorporated by reference has been condensed, restructured and translated into English (with certain expanded descriptions) from the Korean language financial statements.

APPENDIX IV

TAXATION

UK Taxation

The following paragraphs, which are intended as a general guide only, are based on current UK legislation and HM Revenue and Customs practice. They summarise certain limited aspects of the UK taxation treatment of the acceptance of the Offers, and they relate only to the position of Dana Shareholders and/or Dana Convertible Bondholders who are beneficial owners of their Dana Shares and/or Dana Convertible Bonds, as applicable, as an investment (other than under a personal equity plan or an individual savings account) and who are resident, and if an individual, domiciled and ordinarily resident in the UK for taxation purposes (except insofar as express reference is made to the treatment of non-UK residents). The following paragraphs do not apply to Dana Shareholders or Dana Convertible Bondholders who have (or are deemed to have) acquired their shares or bonds, as applicable, by virtue of an office or employment, or who are or will be officers or employees of Dana or KNOC or a company forming part of the Dana Group or the KNOC Group.

The tax treatment for Dana Shareholders who acquired their Dana Shares through Dana Share Schemes may be different and will be summarised in KNOC's letter to participants in those schemes. This summary does not detail the income tax, corporation tax or capital gains tax consequences of holding Dana Shares or Dana Convertible Bonds or the tax consequences of a conversion of the Dana Convertible Bonds. If you are in any doubt as to your taxation position or if you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriate independent professional adviser immediately. You are warned that levels and bases of taxation can change.

(i) Dana Shareholders — UK taxation on chargeable gains

A Dana Shareholder who receives cash in consideration for his Dana Shares will, except to the extent referred to below, be treated as making a disposal of his Dana Shares for the purposes of UK taxation on chargeable gains. Such disposal may, depending on the shareholder's individual circumstances (including the availability of exemptions, reliefs and allowable losses), give rise to a liability to UK taxation on chargeable gains.

Dana Shareholders who are neither resident nor (in the case of an individual shareholder) ordinarily resident in the UK for UK tax purposes are not generally subject to UK tax on chargeable gains on a disposal of Dana Shares unless such Dana Shares are used, held or acquired for the purposes of a trade, profession or vocation carried on in the UK through a branch or agency or, in the case of a corporate shareholder, through a permanent establishment. Such Dana Shareholders may be subject to foreign taxation on any gain under local law.

In the case of a Dana Shareholder which is within the charge to UK corporation tax on a disposal of its Dana Shares, such Dana Shareholder should be entitled to an indexation allowance in calculating its chargeable gain, if any.

(ii) Dana Convertible Bondholders — UK taxation on chargeable gains

The tax position for Dana Convertible Bondholders within the charge to UK corporation tax which receive cash under the Convertible Bond Offer will, amongst other things, be determined by their accounting treatment (including if their accounting treatment requires the rights and liabilities under the Dana Convertible Bonds to be shown as bifurcated into a loan relationship and an embedded derivative). In certain circumstances (depending on the exact accounting treatment of the Dana Convertible Bondholder), profits or losses recognised in respect of the embedded derivative may be brought into account as capital gains and losses.

Dana Convertible Bondholders should consult their own accounting and tax advisers concerning their tax liabilities that may arise as a result of the holding, disposal or conversion of the Dana Convertible Bonds.

(iii) Stamp duty and stamp duty reserve tax ("SDRT")

(a) Dana Shares

No stamp duty or SDRT will be payable by Dana Shareholders as a result of accepting the Share Offer.

(b) Dana Convertible Bonds

No stamp duty or SDRT will be payable by Dana Convertible Bondholders as a result of accepting the Convertible Bond Offer.

APPENDIX V

ADDITIONAL INFORMATION

1 Responsibility

The KNOC Directors, whose names are set out in paragraph 3.1 below, accept responsibility for the information contained in this document, save that the only responsibility accepted by them in respect of such information as relates to Dana (which has been compiled from public records) has been to ensure that such information has been correctly and fairly reproduced and compiled. To the best of the knowledge and belief of the KNOC Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 Information on KNOC

KNOC is a corporation incorporated and registered in the Republic of Korea and whose registered office is 1588-14, Gwanyang-dong, Dongan-gu, Anyang, Gyeonggi-do 431-711, Republic of Korea. KNOC is wholly-owned by the Korean Government. Its business consists of exploring and securing energy sources and storing and distributing petroleum stocks.

3 Directors

3.1 The KNOC Directors and their respective positions are as follows:

Young Won KANG	President and CEO
Seong Hoon KIM	Senior Executive Vice President
Hum-Sam KWON	Executive Vice President, Planning and Administration
Jin-Hyun SONG	Executive Vice President, Development and Production
Hong-Geun IM	Executive Vice President, New Ventures and Exploration
Moon-Hyun BAIK	Executive Vice President, Petroleum Stockpiling
Tae Ik CHUNG	Chairman and Independent Director
Keon Woo LEE	Independent Director
Meyoung Sik KIM	Independent Director
Choon Sung LEE	Independent Director
Wan Kyu PARK	Independent Director
Se Young KIM	Independent Director
Heung Joo SHIN	Independent Director

The registered office of KNOC and the business address of each of the KNOC Directors is 1588-14, Gwanyang-dong, Dongan-gu, Anyang, Gyeonggi-do 431-711, Republic of Korea.

3.2 The Dana Directors and their respective positions are:

Colin R Goodall	Chairman and Non-Executive Director
Thomas P Cross	Chief Executive Officer
David A Macfarlane	Finance Director
Stuart M Paton	Technical and Commercial Director
D Ian Rawlinson	Non-Executive Director and Senior Independent Director
Philip J Dayer	Non-Executive Director
Brian Johnston	Non-Executive Director

The registered office of Dana is Pellipar House, 9 Cloak Lane, London EC4R 2RU, United Kingdom and the business address of each of the Dana Directors is 17 Carden Place, Aberdeen AB10 1UR, United Kingdom.

4 Market Quotations and Dividends

Set out below are the Closing Prices of Dana Shares as derived from the Daily Official List of the London Stock Exchange on:

- (a) the first Business Day of each of the six months immediately prior to the date of this document;
- (b) 30 June 2010 (being the last Business Day prior to commencement of the Offer Period); and

(c) 24 August 2010 (being the last practicable date prior to the publication of this document):

<u>Date</u>	<u>Closing Price</u> (pence)
1 February 2010	1,070
1 March 2010	1,111
1 April 2010	1,236
4 May 2010	1,177
1 June 2010	1,048
30 June 2010	1,135
1 July 2010	1,177
2 August 2010	1,719
24 August 2010	1,805

5 Letters of Intent

On 19 August 2010, KNOC received non-binding letters of intent to accept, or procure the acceptance of, the Share Offer in relation to the following Dana Shares:

<u>Name</u>	<u>Number of Dana Shares</u>	<u>Percentage of existing issued share capital of Dana</u>	<u>Number of Dana Shares covered by letters of intent as at 24 August 2010⁽²⁾</u>	<u>Percentage of existing issued share capital of Dana</u>
Schroder Investment Management Limited ⁽¹⁾	14,315,380	15.47	14,315,380	15.47
BlackRock Investment Management (UK) Limited	2,921,997	3.16	2,921,997	3.16
JP Morgan Asset Management	2,386,780 ⁽³⁾	2.58	877,068 ⁽³⁾	0.95
Total	19,624,157	21.21	18,114,445⁽²⁾⁽³⁾	19.58⁽²⁾⁽³⁾

(1) Includes 2,110,636 Dana Shares where the relevant provider of the letter of intent does have the relevant authority to accept the Share Offer, but does not have the authority to vote in respect of those clients' holdings in Dana Shares.

(2) The number of Dana Shares held by the relevant provider of the letter of intent has been updated to reflect any decreases in the number of Dana Shares held as disclosed in Rule 8.3 disclosures on or prior to 24 August 2010.

(3) On 23 August 2010, JP Morgan Asset Management made a dealing disclosure confirming that, following sales of Dana Shares, it held 877,068 Dana Shares (representing approximately 0.95 per cent. of the issued ordinary share capital of Dana).

As at 24 August 2010 (being the latest practicable date prior to the publication of this document), the letters of intent above related to 18,114,445 Dana Shares, representing approximately 19.58 per cent. of the existing issued ordinary share capital of Dana.

On 19 August 2010, KNOC also received non-binding letters of intent from the following holders of contracts for difference (“CFDs”):

Name	Long interest in Dana Shares held via contracts for difference	Percentage long interest in the existing issued share capital of Dana	Long interest in Dana Shares held via contracts for differences covered by letters of intent as at 24 August 2010 ⁽⁷⁾	Percentage long interest in the existing issued share capital of Dana ⁽⁷⁾
Eton Park International LLP	3,173,173	3.43	3,173,173	3.43
Jabre Capital Partners	3,032,615	3.28	3,032,615	3.28
Davidson Kempner European Partners LLP ⁽¹⁾	2,965,818	3.21	2,965,818	3.21
Tyrus Capital LLP	2,305,000	2.49	2,305,000	2.49
Pentwater Capital Management LP . .	2,300,000	2.49	2,300,000	2.49
P. Schoenfeld Asset Management LLP ⁽²⁾	1,941,556	2.10	1,941,556	2.10
Halcyon Master Fund LP	1,500,000	1.62	1,500,000	1.62
Westchester Capital ⁽³⁾	1,316,990 ⁽⁸⁾	1.42	916,990 ⁽⁸⁾	0.99
Centaurus Capital Limited	1,256,935	1.36	1,256,935	1.36
Carlson Capital L.P. ⁽⁴⁾	1,156,941	1.25	1,156,941	1.25
Arrowgrass Capital Partners LLP ⁽⁵⁾ . .	1,068,654 ⁽⁹⁾	1.15	0 ⁽⁹⁾	0
Allen Investment Management LLC .	900,000	0.97	900,000	0.97
York Capital Management ⁽⁶⁾	724,000	0.78	724,000	0.78
Octavian Advisors, LP	710,000	0.77	710,000	0.77
TIG Advisors, LLC	682,196	0.74	682,196	0.74
Chesapeake Partners Management Co., Inc.	336,737	0.36	336,737	0.36
Total	25,370,615	27.42	23,901,961⁽⁷⁾	25.83⁽⁷⁾

(1) Davidson Kempner European Partners LLP’s interest is a total return swap. It also holds a short economic interest in Dana Shares as a hedge on its long position in Dana Convertible Bonds. The letter does not relate to the short position or the long position in the Dana Convertible Bonds.

(2) Letter of intent also relates to 100 Dana Shares.

(3) Letters of intent given in respect of total return swaps by GS Master Trust, The Merger Fund and The Merger Fund VL.

(4) Also held 100 Dana Shares.

(5) Also held a short economic interest in Dana Shares as a hedge on its long position in Dana Convertible Bonds. The letter does not relate to the short position or the long position in the Dana Convertible Bond.

(6) York European Opportunities Master Fund, L.P. and York European Focus Master Fund, L.P. in respect of total return swaps.

(7) The long interest in Dana Shares held via contracts for difference held by the relevant provider of the letter of intent has been updated to reflect any decreases in long positions as disclosed in Rule 8.3 disclosures on or prior to 24 August 2010.

(8) On 23 August 2010, Westchester Capital made a Rule 8.3 disclosure stating that its long economic interest in Dana Shares had been reduced to a long economic interest in 916,990 Dana Shares (representing approximately 0.99 per cent. of the existing issued ordinary share capital of Dana).

(9) On 23 August 2010, Arrowgrass made a Rule 8.3 disclosure stating that it no longer held any long economic interests (held through CFDs) in Dana Shares.

As at 24 August 2010 (being the latest practicable date prior to the publication of this document), the letters of intent related to long interests in 23,901,961 Dana Shares (representing approximately 25.83 per cent. of the existing issued ordinary share capital of Dana).

The letters contain non-binding statements of intent to use reasonable endeavours (or to seek) to procure the acceptance of the Share Offer in respect of any underlying Dana Shares represented by the CFDs. Some of the letters also contain an alternative intention to use reasonable endeavours (or to seek) to convert the long derivative position into Dana Shares and to accept the Share Offer.

6 Interests and Dealings

6.1 Definitions

For the purposes of this paragraph 6:

- (i) “**acting in concert**” with a party means any such person acting or deemed to be acting in concert with that party for the purposes of the City Code and/or the Share Offer;
- (ii) “**arrangement**” includes any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;
- (iii) “**connected adviser**” means:
 - (1) in relation to a company:
 - (a) an organisation which is advising that company in relation to the Share Offer; and
 - (b) a corporate broker to that company; and
 - (2) in relation to a person who is acting in concert with KNOC or Dana, an organisation which is advising that person either:
 - (a) in relation to the Share Offer; or
 - (b) in relation to the matter which is the reason for that person being a member of the relevant concert party.

Such references do not include a corporate broker which is unable to act in connection with the Share Offer because of a conflict of interest;

- (iv) “**dealing**” or “**dealt**” includes the following:
 - (1) the acquisition or disposal of securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to securities or of general control of securities;
 - (2) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any securities;
 - (3) subscribing or agreeing to subscribe for securities;
 - (4) the exercise or conversion, whether in respect of new or existing securities, of any securities carrying conversion or subscription rights;
 - (5) the acquisition or, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to securities;
 - (6) entering into, terminating or varying the terms of any agreement to purchase or sell securities; and
 - (7) any other action resulting, or which may result, in an increase or decrease in the number of securities in which a person is interested or in respect of which he has a short position;
- (v) “**derivative**” includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;
- (vi) “**Disclosure Period**” means the period commencing on 1 July 2009 (the date 12 months prior to the commencement of the Offer Period) and ending on 24 August 2010 (being the last practicable date prior to the publication of this document);
- (vii) “**Financial Collateral Arrangement**” means an arrangement of the kind referred to in Note 4 on Rule 4.6 of the City Code;
- (viii) “**relevant Dana securities**” means relevant securities (such term having the meaning given to it in the City Code in relation to an offeree) of Dana including equity share capital of Dana and any securities convertible into, rights to subscribe for and options (including traded options) in respect of and derivatives referenced to any of the foregoing;
- (ix) “**short position**” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative;

- (x) ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status and “**control**” means a holding, or aggregate holdings, of shares carrying 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether the holding or aggregate holdings give de facto control; and
- (xi) a person is treated as “**interested**” in securities if he has long economic exposure, whether absolute or conditional, to changes in the price of those securities (and a person who only has a short position in securities is not treated as interested in those securities). In particular, a person is treated as “interested” in securities if:
- (1) he owns them;
 - (2) he has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
 - (3) by virtue of any agreement to purchase, option or derivative, he:
 - (a) has the right or option to acquire them or call for their delivery; or
 - (b) is under an obligation to take delivery of them,
 whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
 - (4) he is a party to any derivative:
 - (a) whose value is determined by reference to their price; and
 - (b) which results, or may result, in his having a long position in them.

6.2 Dealings in Dana Shares

- (i) There have been no dealings in relevant Dana securities by KNOC or the KNOC Directors during the Disclosure Period.
- (ii) The following dealings in relevant Dana securities by persons acting in concert with KNOC have taken place during the Disclosure Period:

<u>Name</u>	<u>Transaction Type</u>	<u>Number of Dana Shares</u>	<u>Period</u>	<u>Highest Price</u>	<u>Lowest Price</u>
				(£)	
Bank of America Merrill Lynch	Buy	570,197	2 July 2009 to 1 October 2009	15.35	12.53
	Sell	465,820	2 July 2009 to 1 October 2009	15.35	12.58
	Buy	545,108	2 October 2009 to 1 January 2010	14.65	11.43
	Sell	576,768	2 October 2009 to 1 January 2010	14.72	11.46
	Buy	354,049	2 January 2010 to 1 April 2010	13.37	9.76
	Sell	337,905	2 January 2010 to 1 April 2010	13.13	9.71
	Buy	82,222	2 April 2010 to 1 May 2010	13.09	12.10
	Sell	94,683	2 April 2010 to 1 May 2010	13.08	12.12
	Buy	203,521	2 May 2010 to 1 June 2010	12.03	9.91
	Sell	243,618	2 May 2010 to 1 June 2010	12.18	9.83

<u>Name</u>	<u>Transaction Type</u>	<u>Number of Dana Shares</u>	<u>Period</u>	<u>Highest Price</u>	<u>Lowest Price</u>
				(£)	
Bank of America Merrill Lynch	Buy	295,368	2 June 2010 to 1 July 2010	12.63	10.28
	Sell	226,562	2 June 2010 to 1 July 2010	12.76	10.27
	Buy	0	2 July 2010 to 24 August 2010	—	—
	Sell	29,037	2 July 2010 to 24 August 2010	14.01	14.01

6.3 Interests and Dealings — General

Save as disclosed in this document, as at the last day of the Disclosure Period:

- (i) none of:
 - (a) the KNOC Group;
 - (b) the KNOC Directors or their respective related parties; or
 - (c) any person deemed to be acting in concert with KNOC,
 had an interest in, right to subscribe in respect of, or any short position in relation to relevant Dana securities (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligations or right to require another person to purchase or take delivery, nor had any of the foregoing dealt for value in any relevant Dana securities during the Disclosure Period;
- (ii) none of KNOC or any person deemed to be acting in concert with KNOC has any dealing arrangement; and
- (iii) neither KNOC, nor any person acting in concert with KNOC, has borrowed or lent any relevant Dana securities (including for these purposes any Financial Collateral Arrangements) during the Disclosure Period, save for any borrowed shares which have been either on-lent or sold.

7 Material Contracts

The following contracts have been entered into by KNOC or its subsidiaries otherwise than in the ordinary course of business since 1 July 2008 (the date two years prior to the commencement of the Offer Period in relation to the Offers) and are or may be material.

On 19 August 2010, KNOC entered into six unsecured bilateral term loan facility agreements, as described at sub paragraphs (a) to (d) below, in order to satisfy the certain funds requirements for the Offers under the City Code. All amounts borrowed under the six facility agreements will be used to pay for the consideration payable under the Offers and the costs incurred in connection with the Offers.

(a) US\$500,000,000/£320,000,000 Facility Agreement with Société Générale

The term facility agreement provides that KNOC may borrow either in US Dollars or in pounds Sterling in an aggregate principal amount of up to US\$500,000,000 or £320,000,000. The facility has a maturity date of one year from the date of the agreement. Borrowings will bear interest at an annual rate based on LIBOR, plus an applicable margin and any mandatory cost (the cost the lender may be required to incur in order to comply with the requirements of the European Central Bank) if applicable.

The facility agreement contains customary representations, covenants and events of default and requires the prepayment of advances and/or the permanent reduction of the commitment under the facility agreement as a result of: (i) the government of Korea ceasing to own at least 51 per cent. of KNOC; (ii) the credit rating of KNOC being more than one notch below the credit rating of Korea; (iii) a downgrade in the credit rating of Korea; (iv) a merger or corporate reconstruction of KNOC; (v) in the event that the currency of the facility is pounds Sterling, certain movements in the £/US\$ exchange rate; (vi) net cash proceeds received from certain disposals; and (vii) net cash proceeds received from certain debt issuances.

(b) US\$750,000,000 Facility Agreement with the Export-Import Bank of Korea

The term facility agreement provides that KNOC may borrow an aggregate principal amount of up to US\$750,000,000. The facility has a maturity date of 364 days from the first utilisation date of the facility. Borrowings will bear interest at an annual rate based on LIBOR, plus an applicable margin. The facility agreement contains customary representations, covenants and events of default and requires the prepayment of advances and/or permanent reduction of the commitment under the facility agreement upon a change of control.

(c) US\$500,000,000 Facility Agreement with Korea Finance Corporation

The term facility agreement provides that KNOC may borrow in US Dollars an aggregate principal amount of up to US\$500,000,000. The facility has a maturity date of 364 days from the first utilisation date of the facility. Borrowings will bear interest at an annual rate based on LIBOR, plus an applicable margin. The facility agreement contains customary representations, covenants and events of default.

(d) KRW 300,000,000,000 Facility Agreement with Shinhan Bank, KRW 700,000,000,000 Facility Agreement with Woori Bank and KRW 300,000,000,000 Facility Agreement with Kookmin Bank

Under each of these term facility agreements, KNOC may borrow in Korean Won an aggregate principal amount of (i) KRW 300,000,000,000 from Shinhan Bank, (ii) KRW 700,000,000,000 from Woori Bank and (iii) KRW 300,000,000,000 from Kookmin Bank. Each facility has a maturity date of three months from the date of utilisation (subject to an option for KNOC to extend that date to six months after utilisation). Borrowings will bear interest at an annual rate based on the yield for certain KRW-denominated negotiable certificates, plus an applicable margin. Each term facility agreement contains customary representations, covenants and events of default.

(e) Agreement relating to the acquisition of a 50 per cent. interest in SAVIA Peru

On 29 December 2008, KNOC entered into an agreement with Ecopetrol S.A., to acquire the entire share capital of Offshore International Group, Inc. (“**OIG**”) from Offshore Exploration and Production LLC (“**OEP**”) for a total consideration of US\$900,000,000. KNOC paid approximately US\$450,000,000 for a 50 per cent. share in OIG. The agreement provided for a capped amount of further deferred consideration to be payable if the oil price exceeded US\$60 in the period of two years following the closing date. The agreement contains customary warranties and indemnities.

The principal asset of OIG is one of its subsidiaries, Petro-Tech Peruana S.A. (renamed “SAVIA Peru S.A.”), which is located in Peru and as at 31 December 2009 had one oil-producing block and 8 exploratory blocks.

(f) Acquisition of Harvest Energy Trust

On 21 October 2009, KNOC entered into an amended and restated arrangement agreement with Harvest Energy Trust (“**Harvest**”), KNOC Canada Ltd. and Harvest Operations Corp. for the purchase of all of the issued and outstanding trust units of Harvest by KNOC Canada Ltd. (such that KNOC Canada Ltd. became the sole beneficiary of Harvest) pursuant to a plan of arrangement under the provisions of the Business Corporations Act (Alberta) R.S.A. 2000 (the “**Arrangement Agreement**”).

The total consideration paid by KNOC in respect of the acquisition of Harvest was approximately US\$3.9 billion. The acquisition completed on 23 December 2009.

KNOC is jointly and severally liable with KNOC Canada Ltd. for the performance by KNOC Canada Ltd. of its obligations, as purchaser, under the Arrangement Agreement.

(g) Agreement relating to the acquisition of an 85 per cent. interest in Sumbe

On 28 December 2009 KNOC acquired an indirect 85 per cent. ownership interest in Sumbe Joint Stock Company (“**Sumbe**”), a middle-sized oil company in Kazakhstan, through KNOC Whitehill B.V. (“**Whitehill**”). Whitehill is owned as to 85 per cent. by KNOC. The acquisition was effected pursuant to a subscription and framework agreement for the sale and purchase of shares in Sumbe (the “**Subscription and Sale and Purchase Agreement**”) entered into by Whitehill, Sumbe and Ms Kuldarikha Mustagulova on 4 December 2009.

Whitehill (i) subscribed for new shares in Sumbe (the “**New Sumbe Shares**”) and (ii) acquired all of the existing shares in Sumbe which were held by the Ms Kuldarikha Mustagulova (the “**Existing Sumbe Shares**”). The subscription price for the New Sumbe Shares was calculated by reference to the quantum of the bank debt owed by Sumbe and its subsidiaries as at 4 December 2009. The purchase price for the Existing Sumbe Shares was calculated by deducting the subscription price for the New Sumbe Shares from a fixed and agreed price.

The total consideration paid by KNOC for the 85 per cent. interest in Sumbe was approximately US\$284 million.

(h) Agreement relating to the construction of social infrastructure projects in Kurdistan

In return for acquiring the rights of eight oil exploratory wells from the Kurdistan regional government and the award of five production-sharing contracts, on 17 November 2008 KNOC entered into an agreement with the Kurdistan Regional Government of Iraq pursuant to which KNOC committed US\$1.9 billion to finance and implement the construction of certain social infrastructure projects in Kurdistan.

8 Financing of the Offers

KNOC is providing the cash consideration payable under the Offers from its own resources, and committed debt financing for the Offers (and certain other purposes) is to be provided by Société Générale, KEXIM, KoFC, Shinhan Bank, Woori Bank and Kookmin Bank pursuant to the facility agreements described in paragraphs 7(a)-(d) above.

The maximum cash consideration payable by KNOC under the terms of the Offers will be £1.87 billion (based on the current issued share capital of Dana and the Dana Convertible Bonds outstanding at the date of this document).

Bank of America Merrill Lynch, financial adviser to KNOC, is satisfied that sufficient resources are available to satisfy in full the cash consideration payable to Dana Shareholders and to Dana Convertible Bondholders as a result of full acceptance of the Offers.

9 Bases and Sources

- 9.1 The value placed by the Offers on the existing issued share capital of Dana and the Dana Convertible Bonds is based on:
 - 9.1.1 92,535,438 Dana Shares in issue as announced by Dana on 6 July 2010 for the purpose of Rule 2.10 of the City Code;
 - 9.1.2 the full £141,500,000 principal amount of the Dana Convertible Bonds converting into 11,124,213 Dana Shares at a Change of Control Exchange Price of 1,272 pence; and
 - 9.1.3 a price per Dana Share under the Share Offer of 1,800 pence.
- 9.2 As at the date of this document, the Dana Convertible Bonds would, on conversion following the Share Offer becoming or being declared unconditional in all respects, convert into 11,124,213 Dana Shares at a Change of Control Exchange Price of 1,272 pence per Dana Share. This information has been extracted from the Convertible Bond Offering Circular.
- 9.3 The closing mid-market share prices for the six months up to and including 24 August 2010 are taken from the London Stock Exchange Daily Official List.
- 9.4 The financial information relating to Dana is extracted from the audited consolidated financial statements of Dana for the financial years ended 31 December 2007, 31 December 2008 and 31 December 2009. This financial information has been prepared in accordance with IFRS.
- 9.5 The financial information relating to Petro-Canada Netherlands and information on Dana as at 21 July 2010 is extracted from the Class 1 Circular. Any additional information relating to the acquisition and/or business of Petro-Canada Netherlands is also extracted from the Class 1 Circular. This includes a £/€ exchange rate of 0.825 as at 10 June 2010 and a US\$/€ exchange rate of 1.199 as at 10 June 2010.
- 9.6 The financial information relating to KNOC is extracted from the audited consolidated financial statements of KNOC for the financial years ended 31 December 2007, 31 December 2008 and 31 December 2009, which have been prepared in accordance with accounting principles for

government-controlled corporations, as issued by the Ministry of Strategy and Finance of the Republic of Korea and in accordance with Korean GAAP.

- 9.7 The production information for Dana is extracted from the Dana Annual Report and Accounts 2009, the Dana Annual Report and Accounts 2008 and the interim management statement released by Dana on 18 May 2010.

10 Persons acting in concert

The persons who, for the purposes of the City Code, are acting in concert with KNOC are:

<u>Name</u>	<u>Type</u>	<u>Registered Office</u>	<u>Relationship with KNOC</u>
Bank of America Merrill Lynch . . .	Private Limited Company	2 King Edward Street, London EC1A 1HQ, United Kingdom	Financial Adviser

KNOC believes that each of the following persons are, for the purposes of the City Code, acting in concert with Dana:

<u>Name</u>	<u>Type</u>	<u>Registered Office</u>	<u>Relationship with Dana</u>
RBS Hoare Govett	Private Limited Company	250 Bishopsgate, London EC2M 4AA, United Kingdom	Financial Adviser
RBC Capital Markets	Private Limited Company	71 Queen Victoria Street, London EC4V 4DE, United Kingdom	Financial Adviser
Morgan Stanley	Private Limited Company	25 Cabot Square, Canary Wharf, London E14 4QA	Financial Adviser

KNOC does not know whether, for the purposes of the City Code, any other person is acting in concert with Dana.

11 Incorporation by reference

Parts of other documents are incorporated by reference in, and form part of, this document.

Appendixes II and III to this document set out which sections of such documents are incorporated into this document by reference.

Any person who has received this document may request a copy of such documents incorporated by reference in hard copy. A hard copy of such documents will not be sent to such persons unless requested from Computershare at Corporate Actions Projects, Bristol BS99 6AH or requested by telephone on 0870 707 1887, if calling from the UK, or, if calling from outside the UK, +44 870 707 1887. If requested, copies will be provided within two Business Days of request.

12 Other Information

- 12.1 Bank of America Merrill Lynch has given and not withdrawn its written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in which it appears.
- 12.2 A proposal on retention arrangements was offered to certain directors of Dana by KNOC in the context of discussions relating to a recommended transaction. No advanced discussions regarding the terms of such retention arrangements took place and such arrangements are not being offered in connection with the Offers. There is no agreement, arrangement or understanding (including any compensation arrangements) between KNOC or any person acting in concert with it and any of the directors, recent directors, shareholders or recent shareholders of Dana or any person interested or recently interested in Dana Shares having any connection with or dependence on or which is conditional upon the outcome of the Offers.

- 12.3 There is no agreement, arrangement or understanding whereby the beneficial ownership of any of the Dana Shares to be acquired by KNOC will be transferred to any other person, save that KNOC reserves the right to transfer any such shares to any member of the KNOC Group.
- 12.4 Save as disclosed in this document, the KNOC Directors are not aware of any material change in the financial or trading position of KNOC since 31 December 2009, the date to which the latest audited accounts for KNOC were published.
- 12.5 As far as KNOC is aware and save as publicly announced by Dana and except as disclosed in this document, including the acquisition by Dana of Petro-Canada Netherlands, there has been no material change in the financial or trading position of Dana which has occurred since 31 December 2009 (the date to which the latest audited accounts of Dana were prepared).
- 12.6 Neither the payment of interest on, nor the repayment of, nor the security for, any liability (contingent or otherwise) of KNOC will depend to any significant extent on the business of Dana.

13 Documents available for inspection

Copies of the following documents will be available for inspection at the offices of Linklaters LLP, One Silk Street, London EC2Y 8HQ during usual business hours on any Business Day (and will also be made available on KNOC's website at http://www.knoc.co.kr/ENG/include/ma_pop.jsp) until the end of the Offer Period:

- 13.1 the articles of association of KNOC and the Korea National Oil Corporation Act;
- 13.2 the memorandum and articles of association of Dana;
- 13.3 the audited consolidated financial statements of KNOC for the three financial years ended 31 December 2007, 31 December 2008 and 31 December 2009;
- 13.4 the audited consolidated financial statements of the Dana Group for the three financial years ended 31 December 2007, 31 December 2008 and 31 December 2009 and the Petro-Canada Netherlands Financial Information;
- 13.5 the material contracts entered into in connection with the Offers as referred to in paragraphs 7(a) to (d) of this Appendix V;
- 13.6 the letters of intent referred to in paragraph 5 of this Appendix V;
- 13.7 the written consent referred to in paragraph 12 of this Appendix V;
- 13.8 a full list of any dealings aggregated in paragraph 6.2 above; and
- 13.9 this document (including the relevant pages of any documents incorporated herein by reference) and the Form of Acceptance.

14 Documents incorporated by reference

Appendix II to this document incorporates financial information on the Dana Group by reference to Dana's annual report and accounts for the financial periods ended 31 December 2007, 31 December 2008 and 31 December 2009 and the Petro-Canada Netherlands Financial Information. These documents are available for inspection at the following web addresses:

Dana Annual Report and Accounts 2009:

http://www.dana-petroleum.com/pdf/Dana_AR_2009.pdf

Dana Annual Report and Accounts 2008:

http://www.dana-petroleum.com/pdf/Dana_AR_2008.pdf

Dana Annual Report and Accounts 2007:

http://www.dana-petroleum.com/pdf/Dana_AR_2007.pdf

Petro-Canada Netherlands Financial Information:

http://www.knoc.co.kr/ENG/include/ma_pop.jsp

Please refer to Appendix II for the relevant page numbers of the documents referred to above.

Appendix III to this document incorporates financial information on the KNOC Group by reference to KNOC's audited annual report and accounts for the financial periods ended 31 December 2007, 31 December 2008 and 31 December 2009. These documents are available for inspection on KNOC's website at http://www.knoc.co.kr/ENG/include/ma_pop.jsp.

Please refer to Appendix III to this document for the relevant page numbers of the documents referred to above.

Any Dana Shareholder, Dana Convertible Bondholder or holder of options or awards under the Dana Share Schemes may request a copy of such documents in hard copy form. A hard copy of such documents will not be sent to such persons unless requested from Computershare by way of either written request to Corporate Actions Projects, Bristol BS99 6AH or request by telephone on 0870 707 1887 (when telephoning from inside the UK) or +44 870 707 1887 (when telephoning from outside the UK). If requested, copies will be provided within two Business Days of such request.

15 Date of despatch and publication

This document was despatched and published on 25 August 2010.

APPENDIX VI

DEFINITIONS

2P Reserves	proven reserves plus probable reserves;
Acceptance Condition	the Condition as to acceptances set out in paragraph 1 of Part A of Appendix I to this document;
Announcement	the press release announcing KNOC's firm intention to make the offer for Dana dated 20 August 2010;
Authorisations	material authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions, waiver or pre-emption rights and approvals;
Bank of America Merrill Lynch	Merrill Lynch International, a subsidiary of Bank of America Corporation, in its capacity as financial adviser to KNOC;
Basic Offer TTE Instruction	a TTE Instruction in relation to Dana Shares in uncertificated form meeting the requirements set out in paragraph 15(b) of Part I of this document;
bbl	barrel of oil;
Beneficial Owner	a person who is the owner of a particular principal amount of the Dana Convertible Bonds, as shown in the records of Euroclear Bank or Clearstream, Luxembourg or its Direct Participants;
BNP Paribas	BNP Paribas Securities Services, Luxembourg Branch, as Tender Agent for the Convertible Bond Offer;
boe	barrels of oil equivalent;
boepd	barrels of oil equivalent per day;
Business Day	a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open for business (other than solely for trading and settlement in Euros) in the City of London;
Can\$	Canadian dollars, being the lawful currency of Canada;
Capita	Capita Registrars Limited, registrar for Dana;
certificated or in certificated form	a Dana Share which is not in uncertificated form (that is, not in CREST);
City Code	the City Code on Takeovers and Mergers;
Class 1 Circular	the Class 1 sent circular to Dana Shareholders in relation to the proposed acquisition of Petro-Canada Netherlands, dated 21 July 2010;
Clearing Systems	Euroclear Bank and Clearstream, Luxembourg;
Clearstream, Luxembourg	Clearstream Banking, <i>société anonyme</i> ;
Closing Price	the closing middle market price of a Dana Share on a particular trading day as derived from the London Stock Exchange Daily Official List;
Companies Act	the Companies Act 2006;
Competition Commission	the Competition Commission;
Computershare	Computershare Investor Services PLC, receiving agent for KNOC;
Conditions	the conditions of the Share Offer set out in Part A of Appendix I to this document, and " Condition " means any one of them;

Convertible Bond Offer	the cash offer being made by KNOC to acquire the Dana Convertible Bonds on the terms and subject to the conditions set out herein and in accordance with any Electronic Instruction Notice, including, where the context requires, any subsequent revision, variation, extension or renewal of such offer;
Convertible Bond Offer Expiration Date	has the meaning given to it in paragraph 1 of Part C of Appendix I to this document;
Convertible Bond Offer Settlement Date	has the meaning given to it in paragraph 17 of Part I of this document;
Convertible Bond Offering Circular	the offering circular dated 12 July 2007 in respect of the Dana Convertible Bonds;
CREST	the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations);
CREST Manual	the manual issued by Euroclear from time to time;
CREST member	a person who has been admitted by Euroclear as a system-member (as defined in the Regulations);
CREST participant	a person who is, in relation to CREST, a system-participant (as defined in the Regulations);
CREST sponsor	a CREST participant admitted to CREST as a CREST sponsor;
CREST sponsored member	a CREST member admitted to CREST as a sponsored member;
CREST Transaction ID	the transaction ID given to a Basic Offer TTE Instruction (as defined by the CREST Manual);
Daily Official List	the Daily Official List published by the London Stock Exchange;
Dana Annual Report and Accounts 2007	the annual report and accounts of Dana for the year ended 31 December 2007;
Dana Annual Report and Accounts 2008	the annual report and accounts of Dana for the year ended 31 December 2008;
Dana Annual Report and Accounts 2009	the annual report and accounts of Dana for the year ended 31 December 2009;
Dana Convertible Bondholders	the holders of the Dana Convertible Bonds;
Dana Convertible Bonds	the £141,500,000 2.90 per cent. guaranteed convertible bonds due 2014 issued by Dana (Jersey) Limited on 17 July 2007, which are guaranteed by Dana;
Dana or the Company	Dana Petroleum plc, a public company incorporated in England and Wales with registered number 3456891 and whose registered office is Pellipar House, 9 Cloak Lane, London EC4R 2RU, United Kingdom;
Dana Directors or Dana Board	the board of directors of Dana or, when the context so requires, the directors of Dana from time to time;
Dana Group	Dana, its subsidiaries and its subsidiary undertakings;
Dana Shareholders	the holders of Dana Shares from time to time;
Dana Share Schemes	the Dana Share Incentive Plan, the Dana Annual Incentive Plan, the Dana 2006 Long-Term Incentive Plan, the Dana Share Option Scheme and the Dana Share Save Scheme, each as further described in the Dana Annual Report and Accounts 2009;
Dana Shares	the existing unconditionally allotted or issued and fully paid ordinary shares of 15 pence each in the capital of Dana and any

	further such ordinary shares which are unconditionally allotted or issued while the Share Offer remains open for acceptance or before such earlier date as KNOC (subject to the City Code) may determine, not, unless the Panel so permits, being earlier than the date on which the Offer is declared unconditional as to acceptances or, if later, the first closing date of the Offer;
Direct Participant	each person who is shown in the records of Euroclear Bank or Clearstream, Luxembourg as a holder of an interest in the Dana Convertible Bonds;
Disclosure Period	the period commencing 1 July 2009 (being the date 12 months prior to the commencement of the Offer Period) and ending on 24 August 2010 being the latest practicable date prior to the publication of this document;
Disclosure Rules and Transparency Rules	the rules and regulations made by the Financial Services Authority in its capacity as the UKLA under the Financial Services and Markets Act 2000, and contained in the UKLA's publication of the same name;
Electronic Acceptance	the inputting and setting of a TTE Instruction which constitutes or is deemed to constitute an acceptance of the Share Offer on the terms set out in this document;
Electronic Instruction Notice	any of an authenticated SWIFT message, Euclid server, Cedcom Instruction or other valid instruction (to the effect set out in paragraph 16 of Part I of this document) which must be submitted by Dana Convertible Bondholders, Direct Participants or Beneficial Owners in accordance with the requirements of the relevant Clearing System;
ESA instruction	an Escrow Account Adjustment instruction (as defined in the CREST Manual);
Escrow Agent	Computershare Investor Services PLC, in its capacity as escrow agent for the purpose of the Share Offer;
Euro or €	the lawful currency of the member states of the European Union that have adopted a single currency in accordance with the treaty establishing the European Community as amended by the treaty on the European Union;
Euroclear	Euroclear UK & Ireland Limited;
Euroclear Bank	Euroclear Bank S.A./N.V.;
Exchange Act	the United States Securities Exchange Act of 1934 (as amended) and the rules and regulations promulgated thereunder;
Financial Services Authority	the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the UK Financial Services and Markets Act 2000;
Form of Acceptance	in relation to Dana Shares, the form of acceptance, authority and election relating to the Share Offer which is being sent with this Offer Document for use by Dana Shareholders wishing to accept the Share Offer in respect of Dana Shares in certificated form;
Further Terms	the further terms of the Offers set out in Part C of Appendix I to this document;
Helpline	the telephone helpline run by Computershare (0870 707 1887 from the UK and +44 870 707 1887 from outside the UK);

IFRS	International Financial Reporting Standards as adopted by the European Union;
KEXIM	the Export Import Bank of Korea;
KNOC	Korea National Oil Corporation, a corporation incorporated and registered in the Republic of Korea and whose registered office is 1588-14, Gwanyang-dong, Dongan-gu, Anyang, Gyeonggi-do 431-711, Republic of Korea;
KNOC Annual Report and Accounts 2007	the annual report and accounts of KNOC for the year ended 31 December 2007;
KNOC Annual Report and Accounts 2008	the independent auditors' report and accounts of KNOC for the year ended 31 December 2008;
KNOC Annual Report and Accounts 2009	the annual report and accounts of KNOC for the year ended 31 December 2009;
KNOC Directors	the board of directors of KNOC, or, where the context so requires, the directors of KNOC from time to time;
KNOC Group	KNOC, its subsidiaries and its subsidiary undertakings;
KoFC	Korea Finance Corporation;
Korean Government	the government of the Republic of Korea;
KRW	Korean Won, the lawful currency of the Republic of Korea;
LIBOR	the British Bankers' Association Interest Settlement Rate (rounded down, if necessary, to four decimal places) which is quoted as of 11.00 a.m. on the first Business Day of the relevant interest period on the appropriate page of Reuters screen (or such other page or service as may replace it for the purpose of displaying London inter-bank sterling offered rates of leading reference banks) as being the interest rates offered in the London inter-bank market of six month Sterling deposits;
Listing Rules	the rules and regulations made by the Financial Services Authority in its capacity as the UKLA under the Financial Services and Markets Act 2000, and contained in the UKLA's publication of the same name;
London Stock Exchange	London Stock Exchange plc;
member account ID	the identification code or number attached to any member account in CREST;
Morgan Stanley	Morgan Stanley & Co. Limited, financial adviser to Dana;
Offer Document	this document;
Offer Period	the offer period (as defined by the City Code) relating to Dana, which commenced on 1 July 2010;
Offer Price	the offer price of 1,800 pence per Dana Share;
Offers	the Share Offer and the Convertible Bond Offer and "Offer" shall mean either the Share Offer or the Convertible Bond Offer as the context may require;
Official List	the Official List maintained by the UKLA;
OFT	the United Kingdom Office of Fair Trading;
Overseas Holders	Dana Shareholders and/or Dana Convertible Bondholders who are resident in or nationals or citizens of jurisdictions outside the United Kingdom or the United States or who are nominees of,

	or custodians or trustees for, citizens or nationals of other countries;
Panel	the Panel on Takeovers and Mergers;
Participant ID	the identification code or membership number used in CREST to identify a particular CREST member or other CREST participant;
Petro-Canada Netherlands	Petro-Canada Netherlands B.V.;
Petro-Canada Netherlands Financial Information	the historical financial information relating to Petro-Canada Netherlands for the years ended 31 December 2007, 31 December 2008 and 31 December 2009 as extracted from pages 33 to 59 of the Class 1 Circular;
pounds Sterling or £	UK pounds Sterling (and references to “pence” or “p” shall be construed accordingly), being the lawful currency of the United Kingdom;
Publicly Announced	means fairly disclosed (i) in any public announcement by Dana in accordance with the Listing Rules and/or Disclosure Rules and Transparency Rules or (ii) in the Dana Annual Report and Accounts 2009;
RBC Capital Markets	a trading name of Royal Bank of Canada Europe Limited, financial adviser to Dana;
RBS Hoare Govett	RBS Hoare Govett Limited, financial adviser to Dana;
Regulation	Council Regulation (EC) 139/2004;
Regulations	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755);
Regulatory Information Service	any of the services set out in Appendix 3 to the Listing Rules of the UKLA;
Restricted Jurisdiction	any jurisdiction where extension or acceptance of the Offers would violate the law of that jurisdiction;
Securities Act	the United States Securities Act of 1933 (as amended) and the rules and regulations promulgated thereunder;
Share Offer	the cash offer, made by KNOC, for all the issued and to be issued Dana Shares on the terms and subject to the conditions set out in this Offer Document and the Form of Acceptance and including, where the context permits, any subsequent revision, variation, extension or renewal of such Offer;
Share Offer Expiration Date	has the meaning given to it in paragraph 1 of Part C of Appendix I to this document;
subsidiary, associated undertaking and subsidiary undertaking	have the meanings given by the Companies Act;
Tender Agent	BNP Paribas Securities Services, Luxembourg Branch;
TFE Instruction	a Transfer from Escrow instruction (as defined by the CREST Manual);
Third Party	any central bank, ministry, governmental, quasi-governmental (including the European Union), supranational, statutory, regulatory or investigative body or authority (including any national or supranational anti-trust or merger control authority), national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof), private body exercising any regulatory, taxing,

	importing or other authority, trade agency, association, institution or professional or environmental body or any other person or body whatsoever in any relevant jurisdiction, including for the avoidance of doubt the Panel;
TTE Instruction	a Transfer to Escrow instruction (as defined by the CREST Manual);
UKLA	the UK Listing Authority, being the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000;
uncertificated or in uncertificated form	a Dana Share which is for the time being recorded on the register or members of Dana as being held in uncertificated form, and title to which, by virtue of the Regulations, may be transferred by means of CREST;
United Kingdom or UK	the United Kingdom of Great Britain and Northern Ireland;
United States or US	the United States of America, its territories and possessions, any State of the United States of America and the District of Columbia;
US Dollars or US\$	United States dollars, being the lawful currency of the United States;
Wider Dana Group	Dana, its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate, partnership, joint venture or person in which Dana and such undertakings (aggregating their interests) have a direct or indirect interest of 20 per cent. or more of the voting or equity capital or the equivalent;
Wider KNOC Group	KNOC, its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate, partnership, joint venture or person in which KNOC and such undertakings (aggregating their interests) have a direct or indirect interest of 20 per cent. or more of the voting or equity capital or equivalent.

