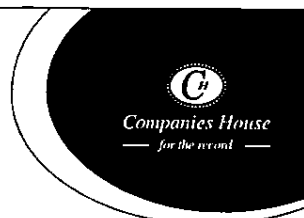


MG01

018144165

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.

☐ **What this form is NOT for**
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

FRIDAY



LUEKAGVY

LD4

22/01/2010

COMPANIES HOUSE

24

1 Company details

Company number 00212729

Company name in full Novus UK (Indonesian Holdings) Limited (the "Chargor")

For official use

Filling in this form
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation 01/01/2010

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Share Charge ("Share Charge") in respect of shares in Novus UK (Kakap) Limited made between the Chargor and DBS Bank Ltd (the "Security Agent") in its capacity as trustee for each of the Secured Parties.

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured All the liabilities and all other present and future obligations at any time due, owing or incurred by any Obligor or Security Provider to any Secured Party under the Finance Documents, whether present or future, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "Secured Obligations").

Please see attached continuation pages for definitions used herein.

Continuation page

Please use a continuation page if you need to enter more details.

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	
Name	DBS BANK LTD	
Address	6 Shenton Way #31-00, DBS Building Tower One, Singapore	
Postcode	0 6 8 8 0 9	
Name		
Address		
Postcode		

Continuation page
 Please use a continuation page if you need to enter more details.

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>1. CHARGING CLAUSE</p> <p>The Chargor charged to the Security Agent by way of first equitable charge, all its right, title and interest in and to the Charged Property, such charge being made with full title guarantee as security for the payment and discharge of the Secured Obligations.</p> <p>2. DIVIDENDS</p> <p>2.1 Dividends: Before the Security becomes Enforceable</p> <p>Until the security hereby constituted has become enforceable as herein provided: (a) all dividends, interest and other moneys attributable to any Share or any Accruing Property which are received by the Security Agent shall be held by it for account of the Chargor and paid to or to the order of the Chargor or as it may from time to time direct; and (b) all dividends, interest and other moneys attributable to any Share or any Accruing Property which are received by the Chargor may be retained by the Chargor, but neither the Security Agent nor its nominees shall have any duty to ensure that any such dividends, interest or other moneys are duly or punctually paid or to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on, or in respect of or in substitution for, any Share or any Accruing Property.</p> <p>2.2 Dividends: After the Security has become Enforceable</p> <p>At all times after the security hereby constituted has become enforceable as herein provided, all dividends, interest and other moneys attributable to any Share or any Accruing Property which are received by the Chargor shall, forthwith upon receipt thereof, be paid to the Security Agent (and, pending such payment, shall be held by the Chargor on trust for the Security Agent) who may, in its discretion (and without any further consent or authority from the Chargor), apply the same, and all other dividends, interests and other moneys attributable to any Share or any Accruing Property which it may receive, as though they constituted the proceeds of a sale effected under the Share Charge.</p>	

Continuation page
 Please use a continuation page if you need to enter more details.

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X Milbank, Tweed, Hadley & McCloy X LLP</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Chris Georgakis

Company name Milbank Tweed Hadley & McCloy LLP

Address 10 Gresham Street

Post town London

County/Region

Postcode E C 2 V 7 J D

Country England

DX

Telephone 020-7615-3089



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>3. VOTING RIGHTS</p> <p>3.1 Voting Rights: Before the Security becomes Enforceable</p> <p>Until the security hereby constituted has become enforceable as herein provided:</p> <p>(a) unless the Security Agent has exercised its rights under paragraph (b) of Clause 4.2 (Conversion to a Legal Mortgage) of the Share Charge in relation to any Share or any Accruing Property (in which case paragraph (b) below will apply), the Chargor shall be entitled to exercise all voting rights in relation thereto; and</p> <p>(b) if the Security Agent has exercised its rights under paragraph (b) of Clause 4.2 (Conversion to a Legal Mortgage) of the Share Charge in relation to any Share or any Accruing Property, the Chargor shall be entitled to direct the exercise of all voting rights in relation thereto, for which purpose the Security Agent shall: (i) ensure that copies of all notices, documents and other communications received by it and/or its nominee(s) in connection therewith are forwarded to the Chargor promptly following receipt; and (ii) at the request and cost of the Chargor, ensure that the Chargor is provided with such forms of proxy as it may reasonably require in the circumstances.</p> <p>3.2 Voting Rights: After the Security has become Enforceable</p> <p>At all times after the security hereby constituted has become enforceable as herein provided, the Security Agent may in its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):</p> <p>(a) exercise (or refrain from exercising) any voting rights in respect of any Share or any Accruing Property (and revoke, or cause to be revoked, any proxies given pursuant to Clause 6.1 (Voting Rights: Before the Security becomes Enforceable) of the Share Charge; and</p> <p>(b) otherwise exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of each Share and all Accruing Property, including the right to concur or participate in: (i) the reconstruction, amalgamation, sale or other disposal of the Company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof); (ii) the release, modification or variation of any rights or liabilities attaching thereto; and (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities, in each case in such manner and on such terms as the Security Agent may think fit.</p> <p>3.3 Overriding Voting Restriction</p> <p>The Chargor shall not be entitled to exercise or direct the exercise of any voting rights in relation to any Share or any Accruing Property if to do so would vary or dilute any of the rights attaching thereto or, in the opinion of the Security Agent, in some way be prejudicial to the value of, or the Security Agent's ability to realise, the Security hereby constituted.</p> <p>4. GENERAL COVENANTS</p> <p>The Chargor agreed that it will not, without the Security Agent's prior written consent, create or permit to subsist any Security over all or any part of the Charged Property other than any Permitted Security under paragraphs (a) and (b) of the definition thereof nor agree or purport to do any such thing.</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Please give the short particulars of the property mortgaged or charged.
Short particulars	5. DEFINITIONS	<p>"Account Bank" means DBS Bank Ltd;</p> <p>"Accounts Agreement" means the accounts agreement executed on or about the Signing Date by each of the Operating Companies, Star Energy Kakap Holdings Limited, the Facility Agent, the Security Agent and the Account Bank;</p> <p>"Accruing Property" means all stocks, shares or other securities, rights, benefits, proceeds and other property accruing, offered or issued in respect of any Share (or any Accruing Property) at any time, whether by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise;</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 23.2 (Additional Guarantors – Novus Nominees and Kakap Holdings; Dormant Subsidiaries) of the Facility Agreement;</p> <p>"Borrowers" means the Star Energy Kakap Holdings Limited and Star Energy (Kakap) Ltd;</p> <p>"Buyers' Agreement" means the buyers' agreement dated 15 January 1999 and made between PT. Pertamina (Persero) and SembCorp Gas Pte. Ltd.;</p> <p>"Charged Property" means the Shares, all Accruing Property and all dividends, interest, redemption proceeds and other moneys payable in respect of any Share or any Accruing Property, together with, in each case, all Related Rights in relation thereto;</p> <p>"Charges over Project Accounts" means each of the Singapore law governed accounts charges dated on or before the initial Utilisation Date granted by the Operating Companies and Star Energy Kakap Holdings Limited over their respective interests in the Project Accounts to the Security Agent on behalf of the Secured Parties;</p> <p>"Commitment" means: (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Schedule 1 (The Original Parties) to the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and (b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement, to the extent not cancelled, reduced or transferred by it under the Facility Agreement;</p> <p>"Company" means Novus UK (Kakap) Limited, a company incorporated under the laws of Enland and Wales whose registered number is 00707927;</p> <p>"Debenture" means the English law governed debenture dated on or before the initial Utilisation Date granted by the Obligors in respect of their respective property and assets (including, in respect of each Operating Company, its interests in the Project Documents) to the Security Agent on behalf of the Secured Parties;</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;</p> <p>"Existing Security" means the security described in Schedule 8 (Existing Security & Release Documentation) to the Facility Agreement;</p> <p>"Facility" means the term loan facility made available under the Facility Agreement as described in Clause 2 (The Facility) of the Facility Agreement;</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Facility Agent" means DBS Bank Ltd as agent for the other Finance Parties;</p> <p>"Facility Agreement" means a US\$90,000,000 term loan facility agreement made between, amongst others, the Borrowers, the Chargor and the Security Agent, dated 14 January 2010;</p> <p>"Fee Letter" means any letter or letters dated on or about the Signing Date between the Mandated Lead Arrangers and the Borrowers or the Facility Agent and the Borrowers setting out any of the fees referred to in Clause 10 (Fees) of the Facility Agreement;</p> <p>"Finance Documents" means each of the following: (a) the Facility Agreement; (b) the Fee Letters; (c) the Accounts Agreement; (d) the Security Documents; (e) the Subordination and Security Agreement; (f) any Hedging Document; and (g) any other document designated as such by the Borrowers and the Facility Agent, provided that where the term "Finance Document" is used in, and construed for the purposes of, the Facility Agreement, a Hedging Document shall be a Finance Document only for the purposes of (i) the definitions of "Material Adverse Effect", "Secured Obligations", "Transaction Document" and "Security Document", (ii) paragraph (iv) of Clause 1.2 (Construction), (iii) Clause 16 (Guarantee and Indemnity), (iv) Clause 21 (Events of Default) (other than Clause 21.17 (Acceleration)), (v) Clause 31 (Application of Proceeds) and (vi) Clause 29.5 (Partial Payments) of the Facility Agreement;</p> <p>"Finance Party" means each of the Facility Agent, the Security Agent, the Account Bank, the Mandated Lead Arrangers, the Lenders or a Hedging Bank; provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement, a Hedging Bank shall be a Finance Party only for the purposes of (a) the definition of "Secured Parties", (b) paragraph (a) (i) of Clause 1.2 (Construction), (c) paragraph (c) of the definition of Material Adverse Effect, (d) Clause 16 (Guarantee and Indemnity) and (e) Clause 27 (Conduct of Business by the Finance Parties) of the Facility Agreement;</p> <p>"Gas Sales Agreement" means the gas sales agreement dated 15 January 1999 and made between PT. Pertamina (Persero) and SembCorp Gas Pte. Ltd.;</p> <p>"Gas Supply Agreement" means the gas supply agreement dated 15 January 1999 and made between PT. Pertamina (Persero), Premier Oil Natuna Sea Limited, Conoco Indonesia Inc. and Star Energy (Kakap) Ltd (formerly Gulf Resources (Kakap) Limited);</p> <p>"Guarantors" means an Original Guarantor or an Additional Guarantor;</p> <p>"Hedging Bank" means: (a) any Original Hedging Bank; and (b) any Lender which has become a Party as a Hedging Bank in accordance with Clause 26.1 (Accession of Hedging Banks) of the Facility Agreement;</p> <p>"Hedging Document" means each master agreement published by the International Swap Dealers Association, Inc., including: (a) any schedules thereto; and (b) any confirmation advice or other document, evidencing any Treasury Transaction that is an interest rate swap between a Hedging Bank and a Borrower;</p> <p>"Kakap Holdings Security Documents" means the security documents to be entered into by Kakap Holdings Pte. Ltd. pursuant to Clause 20.32 (Conditions Subsequent) of the Facility Agreement;</p> <p>"Kakap Holdings Share Charge" means the Singapore law governed charge of shares dated on or before the initial Utilisation Date over 100 per cent. of the shares in Kakap Holdings Pte. Ltd. granted to the Security Agent, on behalf of the Secured Parties, by Star Energy Holdings Pte. Ltd;</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"Kerapu Crude Oil SPA" means the Kerapu crude oil sale/purchase agreement dated 29 January 1997 and made between Clyde Petroleum Indonesia Limited and BP Oil International Limited;</p> <p>"Lender" means: (a) any Original Lender; and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 22 (Changes to the Lenders) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;</p> <p>"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan;</p> <p>"Majority Lenders" means: (a) if a Loan has not been made, a Lender or Lenders whose Commitments aggregate more than 66⅔% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔% of the Total Commitment immediately prior to that reduction); and (b) at any other time, a Lender or Lenders whose participations in the Loans aggregate more than 66⅔% of the Loans then outstanding, provided that a Lender may by prior notice to the Facility Agent elect to divide its participation in the Loans or Commitments into separate amounts to reflect participations or similar arrangements and require the separate amounts to be counted separately for the purpose of this definition;</p> <p>"Mandated Lead Arrangers" means Credit Suisse AG, Singapore Branch and DBS Bank Ltd;</p> <p>"Material Adverse Effect" means in the opinion of the Majority Lenders a material adverse effect on: (a) the business, operations, property, condition (financial or otherwise) or prospects of any Obligor; (b) the ability of any Obligor or Security Provider to perform its obligations under the Finance Documents; or (c) the validity or enforceability of, or the effectiveness or ranking of any Transaction Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents;</p> <p>"Natuna UK Share Charge" means the English law governed share charge of shares dated on or before the initial Utilisation Date over 100 per cent. of the shares in Natuna UK (Kakap 2) Limited granted to the Security Agent, on behalf of the Secured Parties, by Star Energy Kakap Holdings Limited;</p> <p>"Novus Nominees Security Documents" means the security documents to be entered into by Novus Nominees Pty Limited pursuant to Clause 20.32 (Conditions Subsequent) of the Facility Agreement;</p> <p>"Novus Nominees Share Mortgage" means the Australian law governed mortgage of shares dated on or before the initial Utilisation Date in respect of 100 per cent. of the shares in Novus Nominees Pty Limited granted to the Security Agent, on behalf of the Secured Parties, by Star Energy Kakap Holdings Limited;</p> <p>"Novus UK (Kakap) Share Charge" means the English law governed share charge dated on or before the initial Utilisation Date in respect of 100 per cent. of the shares in Novus UK (Kakap) Limited granted to the Security Agent, on behalf of the Secured Parties, by Novus UK (Indonesian Holdings) Limited;</p> <p>"NPC (Kakap) Share Charge" means the Canadian law governed share charge dated on or before the initial Utilisation Date in respect of 100 per cent. of the shares in Novus Petroleum Canada (Kakap) Ltd. granted to the Security Agent on behalf of the Secured Parties, by Novus UK (Indonesian Holdings) Limited;</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Obligors" means the Borrowers and the Guarantors;</p> <p>"Operating Agreement" means the joint operating agreement dated 23 November 1977 and made between Marathon Petroleum Indonesia, Ltd., Hubday Oil (Indonesia), Ltd. and Coastal Indonesia, Inc. including the following amendments: (a) amendment dated 22 May 1981; (b) second amendment dated 31 January 1984; (c) an interparty offtake agreement effective as of 5 December 1987; (d) an interparty prospect agreement dated 18 December 1987; (e) amendment no. 3 dated 11 September 1989; (f) amendment no. 4 dated 1 January 1991; and (g) the supplemental agreement dated January 1999;</p> <p>"Operating Companies" means Natuna UK (Kakap 2) Limited, Novus Nominees Pty Limited, Novus UK (Kakap) Limited, Novus Petroleum Canada (Kakap) Ltd. and Star Energy (Kakap) Ltd;</p> <p>"Original Guarantors" means Novus UK (Indonesian Holdings) Limited, Novus Petroleum Canada (Indonesian Holdings) Limited, Star Energy Kakap Holdings Limited, Star Energy (Kakap) Ltd, Natuna UK (Kakap 2) Limited, Novus UK (Kakap) Limited and Novus Petroleum Canada (Kakap) Ltd.;</p> <p>"Original Hedging Banks" means Credit Suisse AG, Singapore Branch and DBS Bank Ltd;</p> <p>"Original Lenders" means Credit Suisse AG, Singapore Branch and DBS Bank Ltd;</p> <p>"Party" means the parties to the Facility Agreement;</p> <p>"Permitted Security" means: (a) any Existing Security; provided that such Security is released in accordance with Part B (Conditions Subsequent) Schedule 2 to the Facility Agreement and the property the subject thereof is subsequently charged in favour of the Secured Parties in accordance with clause 20.32 (Conditions Subsequent) to the Facility Agreement; (b) any Security arising under the Security Documents; (c) any lien arising by operation of law and in the ordinary course of trading; and (d) any payment or close out netting or set-off arrangement pursuant to any Hedging Document;</p> <p>"Production Sharing Contract (1)" means a production sharing contract dated 22 March 1975 and made between PT. Pertamina (Persero), Phillips Petroleum Company Indonesia and Tenneco Indonesia, Inc., including the amendment dated 27 November 1979;</p> <p>"Production Sharing Contract (2)" means a production sharing contract dated 15 January 1999 and made between PT. Pertamina (Persero), Star Energy (Kakap) Ltd (formerly Gulf Resources (Kakap) Limited), Premier (Kakap) Pty Ltd, Novus UK (Kakap) Limited, Novus Petroleum Canada (Kakap) Ltd., LL & E Indonesia and PT. Pertamina (Persero), including the amendment dated 15 January 1999;</p> <p>"Project Accounts" has the meaning given to such term in the Accounts Agreement;</p> <p>"Project Documents" means each of the following: (a) the Production Sharing Contract (1); (b) the Production Sharing Contract (2); (c) the Operating Agreement; (d) the Kerapu Crude Oil SPA; (e) the Gas Sales Agreement; (f) the Buyers' Agreement; (g) the Gas Supply Agreement; (h) the SembGas Coordination Agreement; (i) the TPAA; (j) the WNTS JV Agreement; (k) the WNG TA; and (l) any other document designated a Project Document by the Borrowers and the Facility Agent;</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"Related Rights" means in relation to any property: (a) the proceeds of sale of that property or any part thereof; (b) all present and future rights under any agreement for the sale or the lending of that property; (c) all present and future rights, benefits, claims, contracts, warranties, remedies, security, indemnities and covenants for title in respect of that property; and (d) all present and future interest and other moneys and proceeds attributable to that property or its use;</p> <p>"Secured Party" means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate;</p> <p>"Security" means any mortgage, charge, pledge, encumbrance, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Security Documents" means: (a) the Charges over Project Accounts; (b) the Debenture; (c) the Kakap Holdings Share Charge; (d) the Natuna UK Share Charge; (e) the Novus Nominees Share Mortgage; (f) the Novus UK (Kakap) Share Charge; (g) the NPC (Kakap) Share Charge; (h) the SEHL Share Charge; (i) the SEKL Share Charge; (j) the Subordination and Security Agreement; (k) when entered into, the Kakap Holdings Security Documents; (l) when entered into, the Novus Nominees Security Documents; and (m) any other document designated as an "Security Document" by the Borrowers and the Facility Agent and/ or the Security Agent;</p> <p>"Security Provider" means a person (other than a Borrower or an Obligor) providing or granting any Transaction Security;</p> <p>"SEHL Share Charge" means the Bermuda law governed share mortgage dated on or before the initial Utilisation Date over 100 per cent. of the shares in Star Energy Kakap Holdings Limited granted to the Security Agent on behalf of the Secured Parties, by Star Energy Holdings Pte. Ltd;</p> <p>"SEKL Share Charge" means the Bermuda law governed share charge dated on or before the initial Utilisation Date in respect of 100 per cent. of the shares in Star Energy (Kakap) Limited granted to the Security Agent, on behalf of the Secured Parties by Star Energy Holdings Pte. Ltd;</p> <p>"SembGas Coordination Agreement" means the SembCorp Gas Pte. Ltd. system co-ordination agreement dated 15 January 1999 made between SembCorp Gas Pte. Ltd., and Conoco Indonesia Inc., Premier Oil Natuna Sea Limited and Star Energy (Kakap) Ltd (formerly Gulf Resources (Kakap) Limited), with the consent and concurrence of PT. Pertamina (Persero);</p> <p>"Shares" means the ordinary shares in the Company, being one ordinary share with a nominal value of GBP1, and any other ordinary shares in the Company that the Chargor may acquire in the future;</p> <p>"Signing Date" means 14 January 2010;</p> <p>"Total Commitments" means the aggregate of the Commitments, being an amount equal to US \$90,000,000 at the Signing Date;</p> <p>"TPAA Trustee" means the Bank of America National Trust and Savings Association in its capacity as trustee under the TPAA;</p> <p>"TPAA" means the West Natuna Trustee and Paying Agent Agreement dated 15 January 1999 and made between PT. Pertamina (Persero), Premier Oil Natuna Sea Limited, Conoco Indonesia Inc., Star Energy (Kakap) Ltd (formerly Gulf Resources (Kakap) Limited), SembCorp Gas Pte. Ltd. and the TPAA Trustee;</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Transaction Documents" means the Project Documents and the Finance Documents;

"Transaction Security" means: (a) the Security in favour of the Secured Parties (or any of them) from time to time constituted by or pursuant to the Security Documents and all proceeds thereof; and (b) the benefit of all representations, covenants, guarantees and indemnities and other contractual provisions granted in favour of a Security Agent as trustee for the Secured Parties (other than any such benefits given to such Security Agent solely for its own benefit) by or pursuant to the Finance Documents;

"Treasury Transaction" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;

"WNG TA" means the agreement for the reception, transportation and redelivery of gas from the WNG supply group in the West Natuna transportation system dated 15 January 1999 and made between Conoco Indonesia Inc., Star Energy (Kakap) Ltd (formerly Gulf Resources (Kakap) Limited) and Premier Oil Natuna Sea Limited;

"WNTS JV Agreement" means the WNTS joint venture agreement dated 15 January 1999 and made between Conoco Indonesia Inc., Premier Oil Natuna Sea Limited and Star Energy (Kakap) Ltd (formerly Gulf Resources (Kakap) Limited); and

"WNTS" means the West Natuna transportation system.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 212729
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 14
JANUARY 2010 AND CREATED BY NOVUS UK (INDONESIAN
HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY OBLIGOR OR SECURITY PROVIDER
TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 22 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY
2010

D. Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES