

018144/65
MG01

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



LD4

22/01/2010

26

COMPANIES HOUSE

1 Company details		For official use
Company number	0 0 5 0 9 3 3 6	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	NOVUS UK (MALACCA STRAIT) LIMITED (the "Original Assignor")	
2 Date of creation of charge		
Date of creation	^d 1 ^d 4 ^m 0 ^m 1 ^y 2 ^y 0 ^y 1 ^y 0	
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	Subordination and Security Agreement ("Subordination and Security Agreement") granted by, among others, the Original Assignor and the Original Debtors (as defined below) in favour of 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.		Continuation page Please use a continuation page if you need to enter more details.
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.	

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	<table border="1"> <tr> <td>0</td><td>6</td><td>8</td><td>8</td><td>0</td><td>9</td><td></td><td></td> </tr> </table>		0	6	8	8	0	9		
0	6	8	8	0	9					
Name										
Address										
Postcode	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>									
6	Short particulars of all the property mortgaged or charged									
	Please give the short particulars of the property mortgaged or charged.									
Short particulars	<div data-bbox="1139 360 1471 456" data-label="Text"> <p>Continuation page Please use a continuation page if you need to enter more details.</p> </div> <div data-bbox="1139 860 1471 956" data-label="Text"> <p>Continuation page Please use a continuation page if you need to enter more details.</p> </div> <div data-bbox="328 956 1471 2038" data-label="Text"> <p>1. CHARGING CLAUSE</p> <p>1.1 Assignment</p> <p>The Original Assignor, with full title guarantee, hereby assigned its Encumbered Property to the Security Agent as Security for the payment and discharge of the Secured Obligations.</p> <p>1.2 Charge</p> <p>To the extent that its Encumbered Property is not capable of assignment, the Original Assignor, with full title guarantee, hereby charged the Encumbered Property in favour of the Security Agent by way of first fixed charge as Security for the payment and discharge of the Secured Obligations.</p> <p>1.3 Limitation</p> <p>The Parties agreed that:</p> <p>(a) the liability of the Original Assignor under the Subordination and Security Agreement (including under Clause 15.3 (Indemnity) and 21 (Indemnity) of the Subordination and Security Agreement) shall not exceed an amount equal to the proceeds derived from the enforcement of the Encumbered Property; and</p> <p>(b) notwithstanding anything to the contrary provided for in the Subordination and Security Agreement, the Security Agent shall not, by virtue of the Subordination and Security Agreement or any provision hereof, have any claim or recourse to the Original Assignor in connection with the Secured Obligations other than its claims or recourse against the Encumbered Property,</p> <p>provided that each of the foregoing shall not apply in respect of any non-compliance by the Original Assignor of its obligations pursuant to Clause 4 (Subordination) of the Subordination and Security Agreement unless such non-compliance is remedied within five Business Days of the earlier of the Security Agent giving notice to the Original Assignor and the Original Assignor becoming aware of the failure to comply.</p> </div>									

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

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:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

8

Delivery of instrument

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).

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).

9

Signature

Please sign the form here.

Signature

Signature

X Milbank, Tweed, Hadley & McCloy X
LLP

This form must be signed by a person with an interest in the registration of the charge.

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

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>2. SUBORDINATION</p> <p>2.1 Covenant of the Original Assignor with respect to Subordination</p> <p>Except as provided in Clause 4.4 (Permitted Payments – Affiliate Subordinated Loans) or Clause 4.8 (Debtor's Insolvency) of the Subordination and Security Agreement, the Original Assignor will not, without the prior consent of the Security Agent (acting on the instructions of the Facility Agent) create or permit to subsist any Security over, or sell or otherwise dispose of, any of the Subordinated Liabilities or any of its rights in relation thereto other than pursuant to the relevant Security Documents.</p> <p>3. COVENANTS WITH RESPECT TO ASSIGNMENT</p> <p>3.1 Negative Covenants</p> <p>The Original Assignor agreed that it will not, without the Security Agent's prior written consent, create or permit to subsist any Security over any Permitted Intercompany Loan Agreement to which it is a party and all or any part of the Encumbered Property or any interest in any of the foregoing (nor agree or purport to do any such thing) nor otherwise assign, deal with or dispose of all or any part of any such Permitted Intercompany Loan Agreement or any of its Encumbered Property except in favour of the Security Agent under or pursuant to the Finance Documents.</p> <p>4. DEFINITIONS</p> <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>"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>"Affiliate Subordinated Loan Agreement" means a loan agreement entered into between an Assignor (as creditor) and a Debtor (as debtor) in the form attached as Schedule 2 (Form of Affiliate Subordinated Loan Agreement) to the Subordination and Security Agreement;</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;</p> <p>"Assignor" means the Original Assignor, Star Energy Holdings Pte Ltd, Novus Petroleum Canada (Malacca Straits) Limited, and each Affiliate (if any) that has executed a Deed of Accession for an Assignor;</p> <p>"Borrowers" means the Star Energy Kakap Holdings Limited and Star Energy (Kakap) Ltd;</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Singapore, London, Jakarta and New York City;</p> <p>"Buyers' Agreement" means the buyers' agreement dated 15 January 1999 and made between PT. Pertamina (Persero) and SembCorp Gas Pte. Ltd.;</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Charged Property" means all of the assets of the Obligors and the Security Providers which from time to time are, or are expressed to be, the subject of the Transaction Security;</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>"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>"Debtors" means the Original Debtors and each Affiliate that has executed a Deed of Accession for a Debtor;</p> <p>"Deed of Accession for a Debtor" means a document substantially in the form of Schedule 4 (Form of Deed of Accession for a Debtor) to the Subordination and Security Agreement;</p> <p>"Deed of Accession for an Assignor" means a document substantially in the form of Schedule 3 (Form of Deed of Accession for an Assignor) to the Subordination and Security Agreement;</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;</p> <p>"Encumbered Property" means right, title and interest in and to each of the Permitted Intercompany Loans and all proceeds thereof, including the benefit of all claims thereunder and all damages payable in respect of breaches thereof and the rights (but not the obligation) of the Assignor to perform and compel performance thereunder;</p> <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 Original Assignor and the Security Agent, dated 14 January 2010;</p> <p>"Facility" means the term loan facility made available under this Facility Agreement as described in Clause 2 (The Facility) of the Facility Agreement;</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>

MG01 - continuation page

Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<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>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;</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> <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>	

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>"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>"Master Intercompany Loan Agreements" means each of: (a) the Novus UK (IH)-Kakap Holdings Intercompany Loan Agreement; (b) the Novus UK (Kakap)-Novus UK (IH) Intercompany Loan Agreement; (c) the NPC (IH)-Kakap Holdings Intercompany Loan Agreement; (d) the NPC (Kakap)-NPC (IH) Intercompany Loan Agreement; and (e) the Tripartite Master Intercompany Loan Agreement;</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 (IH)-Kakap Holdings Intercompany Loan Agreement" means the intercompany loan agreement dated on or before the initial Utilisation Date made between Novus UK (Indonesian Holdings) Limited (as creditor) and Kakap Holdings Pte. Ltd. (as debtor);</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>	

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	<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>"Novus UK (Kakap)-Novus UK (IH) Intercompany Loan Agreement" means the intercompany loan agreement dated on or before the initial Utilisation Date made between Novus UK (Kakap) Limited (as creditor) and Novus UK (Indonesian Holdings) Limited (as debtor);</p> <p>"NPC (IH)-Kakap Holdings Intercompany Loan Agreement" means the intercompany loan agreement dated on or before the initial Utilisation Date made between Novus Petroleum Canada (Indonesian Holdings) Ltd (as creditor) and Kakap Holdings Pte. Ltd. (as debtor);</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> <p>"NPC (Kakap)-NPC (IH) Intercompany Loan Agreement" means the intercompany loan agreement dated on or before the initial Utilisation Date made between Novus Petroleum Canada (Kakap) Ltd. (as creditor) and Novus Petroleum Canada (Indonesian Holdings) Ltd (as debtor);</p> <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 Debtors" means Star Energy (Kakap) Limited, Star Energy Kakap Holdings Limited, Natuna UK (Kakap 2) Limited, Novus UK (Kakap) Limited, Novus Petroleum Canada (Kakap) Limited, Novus UK (Indonesian Holdings) Limited and Novus Petroleum Canada (Indonesian Holdings) Limited;</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>"Parties" means the parties to the Subordination and Security Agreement including Star Energy Holdings Pte Ltd, Novus Petroleum Canada (Malacca Straits) Limited, the Original Assignor, the Original Debtors and the Security Agent;</p>

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	<p>"Party" means the parties to the Facility Agreement;</p> <p>"Permitted Intercompany Loan Agreement" means: (a) each Affiliate Subordinated Loan Agreement; (b) each Master Intercompany Loan Agreement; (c) the SEHL-Star Holdings Intercompany Loan Agreement; (d) the SEKL-SEHL Intercompany Loan Agreement; and (e) each Subordinated Existing Intercompany Loan Agreement, for so long as the parties to such agreements are the same as the parties on the Signing Date;</p> <p>"Permitted Intercompany Loans" means: (a) each intercompany loan made or deemed made pursuant to and in accordance with a Permitted Intercompany Loan Agreement; and (b) any other unsecured loan made by one Obligor to another Obligor for so long as the debtor and creditor pursuant thereto are Obligors;</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> <p>"Secured Parties" 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>	

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>"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>"SEHL-Star Holdings Intercompany Loan Agreement" means the intercompany loan agreement dated 23 December 2009 and amended on or before the initial Utilisation Date made between Star Energy Kakap Holdings Limited (as creditor) and Star Energy Holdings Pte. Ltd (as debtor);</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>"SEKL-SEHL Intercompany Loan Agreement" means the intercompany loan agreement dated on or before the initial Utilisation Date made between Star Energy (Kakap) Ltd (as creditor) and Star Energy Kakap Holdings Limited (as debtor);</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>"Signing Date" means 14 January 2010;</p> <p>"Subordinated Liabilities" means all sums, liabilities and obligations payable or owed by the Debtors (in whatever capacity) under or in connection with the Subordinated Intercompany Loans, whether present or future, actual or contingent;</p> <p>"Subsidiary" means, in relation to any company or corporation, a company or corporation, (a) which is controlled, directly or indirectly, by the first mentioned company or corporation; (b) in respect of which more than half the issued equity share capital is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation, and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;</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> <p>"Transaction Documents" means the Project Documents and the Finance Documents;</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>"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;</p> <p>"Treasury Transaction" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;</p> <p>"Tripartite Master Intercompany Loan Agreement" means the tripartite intercompany loan agreement dated on or before the initial Utilisation Date made between Star Energy Holdings Pte. Ltd, Kakap Holdings Pte. Ltd. (as creditor) and Star Energy Kakap Holdings Limited (as debtor);</p> <p>"Utilisation Date" means the date of a Utilisation, being the date on which a Loan is to be made;</p> <p>"Utilisation" means a utilisation of the Facility;</p> <p>"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;</p> <p>"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</p> <p>"WNTS" means the West Natuna transportation system.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 509336
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUBORDINATION AND SECURITY
AGREEMENT DATED 14 JANUARY 2010 AND CREATED BY
NOVUS UK (MALACCA STRAIT) 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

P. S. E. L.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES