

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
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



LD3 07/02/2013 #71
COMPANIES HOUSE

1 Company details		For official use 5 → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	0 0 7 0 7 9 2 7	
Company name in full	Novus UK (Kakap) Limited (the "Chargor")	
2 Date of creation of charge		
Date of creation	d 0 5 m 0 2 y 2 0 y 1 3	
3 Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' The subordination and security agreement dated 5 February 2013 (the "Subordination Agreement") between among others the Chargor and the Security Agent as defined below	
4 Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge Please refer to attached Continuation Sheets headed "Amount secured"	
		Continuation page Please use a continuation page if you need to enter more details

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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

DSB Bank Ltd (the "Security Agent")

Address

12 Marina Boulevard, Level 45, DBS Asia Central @ MBFC Tower 3

Singapore

Postcode

0 1 8 9 8 2

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

Continuation page

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

Short particulars

Please refer to attached Continuation Sheets "Short particulars of all the property mortgaged or charged"

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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

N/A

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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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature
X *Alibank Tinned Andley & Andley Ltd* X

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

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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 **Michelle Gilmore**

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 **United Kingdom**

DX

Telephone **0207 615 3071**

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	US\$60,000,000	

All liabilities and all other present and future obligations at any time due, owing or incurred by the Chargor or certain other companies to the persons referred to as "Secured Parties" under (i) a senior term loan facility agreement dated 1 February 2013 made between (among others) Star Energy Kakap Holdings Limited and Star Energy (Kakap) Ltd as borrowers and the Security Agent and (ii) the other documents referred to in such facility agreement as "Finance Documents", whether present or future, actual or contingent and whether incurred solely or jointly or as principal or surety or in any other capacity

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		

By way of assignment or fixed charge, all the Chargor's right, title and interest in and to all sums, liabilities and obligations (the "Subordinated Liabilities") payable or owed by the relevant debtor(s) (the "Debtor") under or in connection with the following loans, in each case as defined in the Subordination and Security Agreement (a) each Affiliate Subordinated Loan Agreement, (b) each Master Intercompany Loan Agreement, (c) the SEHL-SEOG Intercompany Loan Agreement, (d) the Kakap Holdings-SEOG Intercompany Loan Agreement, (e) the Pushdown Intercompany Loan Agreement, (f) the SEKL-SEOG Intercompany Loan Agreement, (g) the SEKL-SEHL Intercompany Loan Agreement, (h) the SEHL/SEKL/NPC (Kakap) Intercompany Loan Agreement, (i) the Upstreaming Intercompany Loan Agreement, (j) the NPC (Kakap)-SEKL Intercompany Loan Agreement, (k) each Subordinated Existing Intercompany Loan Agreement, (l) each intercompany loan agreement entered or to be entered into between any of SEKL, SEHL and Kakap Holdings, whether as creditor or debtor in respect of intercompany loans made amongst these companies, and (m) any other document designated as such by the Borrowers and the Facility Agent ((a) to (m) collectively, the "Permitted Intercompany Loans")

The Chargor has agreed in the Subordination and Security Agreement that (among other things) (a) prior to any affiliate entering into an Affiliate Subordinated Loan Agreement or making any loan pursuant to an Affiliate Subordinated Loan Agreement to a Debtor, it will procure that such affiliate executes and delivers to the Security Agent a Deed of Accession in the form attached to the Subordination and Security Agreement, (b) it will not, without the prior consent of the Security Agent (acting on the instructions of the Facility Agent), demand (or be entitled to receive) any payment (whether in cash, by way of a transfer of assets or otherwise) on account of any of the Subordinated Liabilities, any security for any of the Subordinated Liabilities or any guarantee or other assurance against loss in respect of any of the Subordinated Liabilities, (c) set-off any amount payable by it to any Debtor against any of the Subordinated Liabilities, (d) agree to the subordination of any of the Subordinated Liabilities otherwise than pursuant to the Subordination and Security Agreement, (e) 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 Subordination and Security Agreement, (f) agree to the novation or any other substitute performance of the Subordinated Liabilities, (g) commence any proceedings against any Debtor for the recovery of any of the Subordinated Liabilities or the winding up of a Debtor or otherwise take any action (whether by exercising a right of counterclaim or lien or otherwise) with a view to such recovery, or (h) take or refrain from taking any action if to take or refrain from taking such action might terminate, impair or otherwise adversely affect the subordination of the Subordinated Liabilities (or any part thereof) as provided in this Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 707927
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THE SUBORDINATION AND
SECURITY AGREEMENT DATED 5 FEBRUARY 2013 AND
CREATED BY NOVUS UK (KAKAP) LIMITED FOR SECURING
US\$60,000,000 AND ALL MONIES DUE OR TO BECOME DUE
AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE
COMPANY OR CERTAIN OTHER COMPANIES TO THE SECURED
PARTIES 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
7 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 FEBRUARY
2013

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Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**