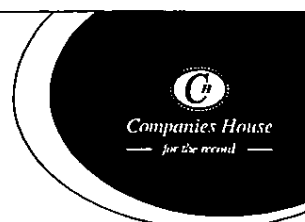


MG01

Particulars of a mortgage or charge



018146/26

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
company. To do this, please use
form MG01s.

TUESDAY



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LUB5KGZU

26/01/2010

2

COMPANIES HOUSE

21 11

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

All fields are mandatory unless
specified or indicated by *

1 Company details

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 01 04 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

Account Charge ("Account Charge") dated 14 January 2010 made between the Chargor and DBS Bank Ltd ("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").

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	1. Charging Clause The Chargor, as beneficial owner and as a continuing security for the payment of all Secured Obligations, has charged and agreed to charge in favour of the Security Agent by way of first fixed charge and has assigned and agreed to assign absolutely to the Security Agent, free from all liens, charges and other encumbrances, the Charged Account, all its present and future right, title and interest in or to the Charged Account and all amounts (including interest) standing to the credit of the Charged Account. 2. Restrictions The Chargor shall not create or permit to subsist any Security over the Charged Assets except for the Charges. No amounts standing to the credit of the Charged Account shall be withdrawn or repayable (i) unless such withdrawal is made in accordance with the terms of the Accounts Agreement; or (ii) until the Security Agent has executed a formal release in accordance with Clause 15.1 (Final redemption) of the Account Charge, and then only to the extent of any balance then remaining after making all withdrawals, debits, applications and set-offs and exercising all other rights which the Security Agent is expressed to be entitled to make or exercise under the Account Charge.
	Continuation page Please use a continuation page if you need to enter more details.

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Particulars of a mortgage or charge

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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

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 LLP X

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

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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	Mohammad Hussain
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 3013



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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	Definitions. "Accounts Agreement" means the accounts agreement to be executed on or about the Signing Date by each of the Operating Companies, SEHL, the Facility Agent, the Security Agent and the Account Bank; "Account Bank" means DBS Bank Limited; "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; "Borrowers" means the Star Energy Kakap Holdings Limited and Star Energy (Kakap) Ltd; "Buyers' Agreement" means the buyers' agreement dated 15 January 1999 and made between Pertamina and SembGas; "Charged Account" means the offshore account numbered 0003-006152-01-6 in the name of the Chargor with the Account Bank; "Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets; "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; "Charges" means all or any of the Security created or expressed to be created by or pursuant to the Account Charge; "Charges over Project Accounts" means each of the Singapore law governed accounts charges dated on or before the initial utilisation date under the Facility Agreement granted by the Operating Companies and SEHL to the Security Agent on behalf of the Secured Parties; "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; "Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent; "Facility" means the term loan facility made available under this the Facility Agreement as described in Clause 2 (The Facility) of the same; "Facility Agent" means DBS Bank Ltd.; "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; "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;	

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge.	
	"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 (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; "Gas Sales Agreement" means the gas sales agreement dated 15 January 1999 and made between Pertamina and SembGas; "Gas Supply Agreement" means the gas supply agreement dated 15 January 1999 and made between Pertamina, Premier Oil Natuna Sea Limited, Conoco Indonesia Inc. and SEKL (formerly Gulf Resources (Kakap) Limited); "Guarantors" means an Original Guarantor or an Additional Guarantor; "Hedging Bank" means: (a) any Original Hedging Bank (as stated Part C of Schedule 1 to the Facility Agreement); 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; "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; "Kakap Holdings" means Kakap Holdings Pte. Ltd.; "Kakap Holdings Security Documents" means the security documents to be entered into by Kakap Holdings pursuant to Clause 20.32 (Conditions Subsequent) of the Facility Agreement; "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 granted to the Security Agent, on behalf of the Secured Parties, by Star Holdings; "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; "Lender" means: (a) any Original Lender (as defined in Part B of Schedule B to the Facility Agreement); 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; "Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan; "Mandated Lead Arrangers" means Credit Suisse AG, Singapore Branch and DBS Bank Ltd; "Natuna UK" means Natuna UK (Kakap 2) Limited;	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	"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 granted to the Security Agent, on behalf of the Secured Parties, by SEHL; "Novus Nominees" means Novus Nominees Pty Limited; "Novus Nominees Security Documents" means the security documents to be entered into by Novus Nominees pursuant to Clause 20.32 (Conditions Subsequent) of the Facility Agreement; "Novus Nominees Share Mortgage" means the Australian law governed mortgage of shares dated on or before the initial utilisation date under the Facility Agreement in respect of 100 per cent. of the shares in Novus Nominees granted to the Security Agent, on behalf of the Secured Parties, by SEHL; "Novus UK (IH)" means Novus UK (Indonesian Holdings) Limited; "Novus UK (Kakap)" means Novus UK (Kakap) Limited; "Novus UK (Kakap) Share Charge" means the English law governed share charge dated on or before the initial utilisation date under the Facility Agreement in respect of 100 per cent. of the shares in Novus UK (Kakap) granted to the Security Agent, on behalf of the Secured Parties, by Novus UK (IH); "NPC (IH)" means Novus Petroleum Canada (Indonesian Holdings) Ltd; "NPC (Kakap)" means Novus Petroleum Canada (Kakap) Ltd; "NPC (Kakap) Share Charge" means the Canadian law governed share charge dated on or before the initial utilisation date under the Facility Agreement in respect of 100 per cent. of the shares in NPC (Kakap) granted to the Security Agent on behalf of the Secured Parties, by NPC (IH); "Obligors" means the Borrowers and the Guarantors; "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; "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.; "Party" means a party to the Facility Agreement; "Pertamina" means PT. Pertamina (Persero); "Production Sharing Contract (1)" means a production sharing contract dated 22 March 1975 and made between Pertamina, Phillips Petroleum Company Indonesia and Tenneco Indonesia, Inc., including the amendment dated 27 November 1979;	

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Particulars of a mortgage or charge

4	Amount secured	Please give us details of the amount secured by the mortgage or charge.
Amount secured	"Production Sharing Contract (2)" means a production sharing contract dated 15 January 1999 and made between Pertamina, SEKL (formerly Gulf Resources (Kakap) Limited), Premier (Kakap) Pty Ltd, Novus UK (Kakap), NPC (Kakap), LL & E Indonesia and Pertamina, including the amendment dated 15 January 1999; "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; "Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property; "Secured Party" means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate; "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; "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; "Security Provider" means a person (other than a Borrower or an Obligor) providing or granting any Transaction Security; "SEHL" means Star Energy Kakap Holdings Limited; "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 SEHL granted to the Security Agent on behalf of the Secured Parties, by Star Holdings; "SEKL" means Star Energy (Kakap) Ltd; "SEKL Share Charge" means the Bermuda law governed share charge dated on or before the initial utilisation date under the Facility Agreement in respect of 100 per cent. of the shares in SEKL granted to the Security Agent, on behalf of the Secured Parties by Star Holdings; "SembGas" means SembCorp Gas Pte. Ltd.; "SembGas Coordination Agreement" means the SembGas system co-ordination agreement dated 15 January 1999 made between SembGas, and Conoco Indonesia Inc., Premier Oil Natuna Sea Limited and SEKL (formerly Gulf Resources (Kakap) Limited), with the consent and concurrence of Pertamina;	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	"Signing Date" means the date of the Facility Agreement; "Star Holdings" means Star Energy Holdings Pte. Ltd, a company incorporated in Singapore with registered number 200516906H; "Subordination and Security Agreement" means the English law governed deed of subordination and assignment dated on or before the initial utilisation date under the Facility Agreement whereby the rights of the creditors in respect of certain intercompany loans are subordinated to the Facility and the rights of the Secured Parties in relation thereto; "TPAA" means the West Natuna Trustee and Paying Agent Agreement dated 15 January 1999 and made between Pertamina, Premier Oil Natuna Sea Limited, Conoco Indonesia Inc., SEKL (formerly Gulf Resources (Kakap) Limited), SembGas and the TPAA Trustee; "TPAA Trustee" means the Bank of America National Trust and Savings Association in its capacity as trustee under the TPAA; "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 Transactions" 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., SEKL (formerly Gulf Resources (Kakap) Limited) and Premier Oil Natuna Sea Limited; and "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 SEKL (formerly Gulf Resources (Kakap) Limited).	



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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 14
JANUARY 2010 AND CREATED BY NOVUS UK (KAKAP)
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 26 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES