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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

RBS
20669
7047

To the Registrar of Companies
(Address overleaf)

For official use Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

115

1021095

Name of company

* STAR ENERGY UK ONSHORE LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

2nd July 2001

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities

Names and addresses of the mortgagees or persons entitled to the charge

CIBC WORLD MARKETS PLC, Cottons Centre, Cottons Lane, for itself and as agent and
trustee for the Lenders (the "Chargee")

Postcode SE1 2QL

Presentor's name address and
reference (if any):

Dundas & Wilson CS
Saltire Court
20 Castle Terrace
EDINBURGH EH1 2EN
Ref: ADCF/SJP/CAN015.0005

For official Use
Mortgage Section

Post room



A22
COMPANIES HOUSE

0864
11/07/01

Time critical reference

Short particulars of all the property mortgaged or charged

See Paper Apart

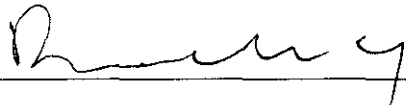
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Please complete
legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount

N/A

Signed



Date

10/7/01

On behalf of ~~[company]~~ [chargee]*

*
delete as
appropriate

The address of the Registrar of Companies is: -

Companies House, Crown Way, Cardiff CF4 3UZ

This is the Paper Apart referred to in the foregoing Form 395 in respect of the Debenture given by Star Energy UK Onshore Limited in favour of CIBC World Markets plc dated 2nd July 2001

Short particulars of all the property mortgaged or charged

1.1 The Company charges to the Chargee (for itself and as Chargee and trustee for the Lenders) as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:-

1.1.1 by way of legal mortgage all the freehold and leasehold property (including the property described in Schedule 1 thereto) now vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery owned by the Company which are at any time on the property;

1.1.2 by way of fixed charge:-

1.1.2.1 all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery owned by the Company which are at any time on the property;

1.1.2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery owned by the Company which are at any time on the property charged under the Charged Assets;

1.1.2.3 all the Company's goodwill and uncalled capital for the time being;

1.1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance (other than in respect of equipment leased from third parties) held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

1.1.2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

1.1.2.6 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to

them and capable of being satisfied by the payment of money (save as charged under sub-clause 1.1.2.4);

1.1.2.7 all present and future plant and machinery owned by the Company not otherwise charged under this Clause 3 of the Charge and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and

1.1.2.8 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).

1.1.3 the Company with full title guarantee, as security for the payment of all Secured Liabilities, assigns to the Chargee (for itself and as Chargee and trustee for the Lenders) all of the Company's right, title, interest and benefit, present and future, under the Relevant Agreements and undertakes promptly to give such notices of assignment as the Chargee may reasonably require provided that to the extent (if any) that such right, title, interest and benefit are not assignable such assignment shall operate as an assignment of any proceeds received by the Company pursuant to the Relevant Agreements.

1.1.4 by way of floating charge all the Assets not effectively otherwise charged by Clause 3 of the Charge, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1.1.2, and the Company will have no power without the consent of the Chargee or as may be permitted under any loan agreement with the Chargee to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

These are the definitions referred to in the foregoing Form 395 in respect of the Debenture given by Star Energy UK Onshore Limited in favour of CIBC World Markets plc dated 2nd July 2001

"Accession Agreement" means an Accession Agreement substantially in the form of Schedule 6 to the Agreement;

"Agreement" means the Facility Agreement dated 2nd July 2001 among, inter alia, the Company and the Chargee as amended, exceeded to, varied, supplemented or novated from time to time;

"Agent" means CIBC World Markets plc as agent for the Lenders;

"Borrowers" means each of Star Energy Limited (3806814), Star Energy UK Onshore Limited (1021095) and Star Energy (East Midlands) Limited (3966330);

"Charged Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"Fee Letter" means the mandate letter from the Agent dated 22nd March 2001 and countersigned by the Borrowers on 23rd June 2001;

"Finance Document" means the Agreement, the Security Documents, each Accession Agreement, the Fee Letter, each Hedging Agreement and any other document designated by the Agent and the Borrowers as a Finance Document;

"Hedging Agreement" means each Hedging Agreement entered into by the Borrower with the Hedging Counterparty pursuant to Clause 19.22 of the Agreement;

"Hedging Counterparty" means the Lender, in its capacity as Hedging Counterparty under a Hedging Agreement or such further entity as is applicable from time;

"Lenders" means the Original Lenders and each bank or financial institution which becomes a New Lender under Clause 31 of the Agreement;

"New Lender" is as defined in Clause 31.3 of the Agreement;

"Original Lenders" means the Chargee and The Governor and Company of the Bank of Scotland;

"Relevant Agreements" means the agreements listed in Schedule 2 of the Charge;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity (whatsoever) of the Company to the Lenders (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Lender in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities;

"Security Documents" means the Debentures between each of the Borrowers and the Agent, the Corporate Cross Guarantee between the Borrowers and the Agent, the Charges over Accounts by each of the Borrowers in favour of the Agent, the Shares Mortgage by Star Energy Limited in favour of the Chargee in respect of shares in Star Energy UK Onshore Limited and Star Energy (East Midlands) Limited and each other document that the Agent may reasonably require to be executed in

connection with the Agreement guaranteeing and/or creating or evidencing the right security for, or otherwise in support of, the obligations of a Borrower to the Agent.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01021095

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd JULY 2001 AND CREATED BY STAR ENERGY UK ONSHORE LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM THE COMPANY TO THE LENDERS (AS DEFINED), OR ANY OF THEM, UNDER EACH OR ANY OF THE FINANCE DOCUMENTS (AS DEFINED) OR ANY OTHER DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

A handwritten signature in ink, appearing to be 'S. J. Jones'.