

M

COMPANIES FORM No 395

104538/50

Particulars of a mortgage or charge

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

117

1021095

Name of Company

Star Energy UK Onshore Ltd (the "Chargor")

Date of creation of the charge

5 May 2004

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

A Debenture dated 5 May 2004 (the "Security Document") made between the Chargor and ABN AMRO Bank N.V. (the "Security Trustee", as security trustee for the benefit of the Finance Parties).

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

ABN AMRO Bank N.V.

250 Bishopsgate

London

Postcode

EC2M 4AA

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

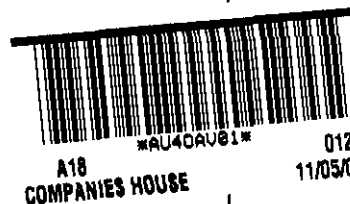
Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: Andrew Miller

Time critical reference

For official Use
Mortgage Section

Post room



Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

*insert full name of
company

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed *L. Williams*

Date *10 May 2004*

On behalf of mortgagee/chargee

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Name of Company

Star Energy UK Onshore Ltd

Company Number

1021095

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Short particulars of all the property mortgaged or charged**Fixed Charges**

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties):

- 1 by way of first legal mortgage, all Real Property in England and Wales now belonging to it;
- 2 by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
- 3 by way of first fixed charge, all its present and future right, title and interest in and to its:
 - (i) Book Debts;
 - (ii) Bank Accounts;
 - (iii) Investments;
 - (iv) Intellectual Property;
 - (v) uncalled capital and goodwill;
 - (vi) the Licences and any sums receivable in connection therewith;
 - (vii) beneficial interest in any pension fund;
 - (viii) plant and machinery (except that mortgaged or charged by paragraph 3.1.1 or 3.1.2 of Clause 3 (*Fixed Charges*) of the Security Document); and
 - (ix) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.

Floating Charge

- 4 The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) to the Security Document).

Note (1): The Security Document provides that:

1 Ranking:

The floating Charge created by the Chargor ranks:

- 1.1 behind all the fixed Charges created by the Chargor; but
- 1.2 in priority to any other Security over the Charged Assets except for Security created by a receiver and expressed to rank in priority in accordance with the terms of the Security Document.

Short particulars of all the property mortgaged or charged

2 Conversion by Notice:

The Security Trustee may convert any floating Charge into a fixed Charge (either generally or specifically) by notice to the Chargor specifying the relevant Charged Assets:

- 2.1 if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- 2.2 while an Enforcement Event is continuing.

3 Automatic conversion

If:

- 3.1 the Chargor takes any step to create any Security in breach of Clause 6.1 (*Security*) of the Security Document over any of the Charged Assets not subject to a fixed Charge; or
- 3.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

4 Qualifying Floating Charge

- 4.1 The floating Charge created by the Chargor pursuant to Clause 4.1 (*Creation*) of the Security Document is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- 4.2 Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Security Document.

5 Bank Accounts

- 5.1 The Chargor shall not make any withdrawal from any Bank Account except as permitted by the terms of the Facility Agreement.
- 5.2 If an amount is withdrawn from a Bank Account as permitted by this Clause 9.2 (*Restriction on Withdrawals*), that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed charge on that Bank Account.

Note (2): The Facility Agreement provides that:

1 Negative pledge

The Chargor shall not without the prior consent of the Agent (acting on the instructions of the Majority Lenders), create or permit to subsist any Security over any of its assets.

2 Disposals

The Chargor shall not:

- (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any affiliate ;
- (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

Short particulars of all the property mortgaged or charged

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset unless expressly permitted by the Facility Agreement.

Note (3): In this form, except to the extent that the context requires otherwise:

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts.

"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Charges" means any or all of the Security created or expressed to be created by or pursuant to the Security Document.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Commercial Hedging Agreement" means each agreement entered into between a Borrower and an Acceptable Counterparty in accordance with Part 3 or Part 4 of the Hedging Programme for the purpose of hedging exposure to foreign exchange or commodity price fluctuations.

"Enforcement Event" means each event described as an event of default in the Facility Agreement.

"Facility Agreement" means the loan facilities agreement dated on or about the date of this Deed between, inter alia, Star Energy Group plc, Star Energy Limited, Star Energy UK Onshore Limited, Star Energy (East Midlands) Limited and Star Energy HG Gas Storage Limited as Borrowers, ABN AMRO Bank N.V. as Arranger, the Lenders named in that agreement and ABN AMRO Bank N.V. as Agent and as Security Trustee.

"Finance Documents" has the meaning given to it in the Facility Agreement.

"Finance Party" means the Agent, the Security Trustee, the Account Bank, the Technical Bank, the Mandated Lead Arranger, each Lender and each Hedging Bank.

"Hedging Agreements" means each Interest Rate Hedging Agreement and each Commercial Hedging Agreement and **"Hedging Agreement"** means any of them.

"Hedging Programme" means the programme initialled for identification by the Agent and the Borrowers relating to hedging the exposure of the Borrowers to interest rate, foreign exchange rate and/or commodity price fluctuations.

"Hedging Bank" means any Lender or any affiliate of any Lender with which the Chargor enters into a Hedging Agreement and who has acceded to the Security Trust and Intercreditor Deed as a Hedging Bank in accordance with the provisions thereof.

Short particulars of all the property mortgaged or charged

"Insurances" of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

"Intellectual Property" of the Chargor means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Interest Rate Hedging Agreement" means each agreement entered into between a Borrower and a Hedging Bank in accordance with Part 2 of the Hedging Programme for the purpose of hedging exposure to interest rate fluctuations.

"Investments" of the Chargor means:

- (a) the investments described in Schedule 4 (*Investments*) to the Security Document;
- (b) any other securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (c) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (d) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (e) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments described in paragraphs (a) to (d) above or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Lender" means:

- (a) any lender originally party to the Facility Agreement in that capacity; and
- (b) any bank, financial institution, trust fund or other entity which has become a party to the Facility Agreement in accordance with the terms of the Facility Agreement,

which in each case has not ceased to be a party to the Facility Agreement in accordance with its terms.

"Licences" means the licences listed in the Appendix to this Form 395 and any other licences, permits or consents subsequently acquired by the Chargor.

"Real Property" means freehold and leasehold property in England and Wales listed in Schedule 3 (*Real Property*) to the Security Document and listed in the Appendix to this Form 395 and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Short particulars of all the property mortgaged or charged

Appendix

The Real Property specified in Schedule 3 (*Real Property*) to the Security Document is as follows:

Freehold Properties

Index No.	Title No.(s) (if registered land)	Address or Description
1.	HP502312	Humbly Grove, Gathering Station (also known as land at Weston Common, Weston Patrick)
2.	SY495972	Land on the west side of Barrow Green Road, Oxted
3.	HP501313	Humbly Grove Export Terminal being land on the south-east side of the A31 (Alton Bypass)
4.	Unregistered freehold	Humbly Grove A known as land at Humbly Grove, South Warnborough, Hampshire comprised in a conveyance dated 29 September 1980 between RJC Hiller and JM Wood (1) and Carless Exploration Limited (2).
5.	HP491077	Horndean B (site and part access)
6.	SY687021	Rooks Nest Farm, Godstone, Tandridge, Surrey.

Leasehold Properties

Index No.	Title No.(s) (if registered land)	Address or Description
1.	SY611392	Pipeline West of Tandridge Hill Lane
2.	SY614221	Pipeline East of Tandridge Hill Lane
3.	SY608819	Pipeline Northwest of Barrow Green Road
4.	HP502311	Humbly Grove, Gathering Station (access) also known as land at Weston Common, Alton. The lease is dated 14 June 1985 for a term of 30 years from 14 June 1985 (therefore it expires on 13 June 2015).
5.	Unregistered leasehold	Humbly Grove Export Terminal (Landscape areas). The lease is dated 3 April 1986 for a term of 30 years from and including 3 April 1986 (therefore it expires on 2 April 2016)
6.	Unregistered leasehold	Humbly Grove B. The lease is dated 19 September 1986 for a term of 35 years from 5 May 1985 (therefore it expires on 5 May 2020).

Short particulars of all the property mortgaged or charged

Index No.	Title No.(s) (if registered land)	Address or Description
7.	Unregistered leasehold	Humbly Grove C (site) known as land at New Farm, Weston Patrick, Hampshire. The property is unregistered leasehold. The lease is dated 12 April 1985 for a term from 12 April 1985 to 30 September 2014 between Thomas Minshell Stockdale (1) and Carless Exploration Limited (2).
8.	HP227215	Humbly Grove X (part site). The lease is dated 1 February 1983 for a term of 30 years from 18 March 1982 (therefore it expires on 17 March 2012).
9.	HP272906	Humbly Grove X (part site)
10.	Unregistered leasehold	Humbly Grove Pipeline HG/PL1 and 2. The lease is dated 23 August 1985 for a term of 30 years from 1 January 1985 (therefore it expires on 1 January 2015).
11.	Unregistered leasehold	Humbly Grove Pipeline HG/PL3. The lease is dated 8 August 1985 for a term of 30 years from 1 January 1985 (therefore it expires on 1 January 2015).
12.	SH9897	Humbly Grove Pipeline HG/PL4. The lease is dated 27 August 1985 for a term of 99 years from 1 January 1985 (therefore it expires on 1 January 2084).
13.	SH9898	Humbly Grove Pipeline HG/PL5. The lease is dated 2 August 1985 for a term of 99 years from 1 January 1985 (therefore it expires on 1 January 2084).
14.	Unregistered rights granted pursuant to a deed of easement	Humbly Grove Pipeline HG/PL6. The deed of easement is dated 2 October 1985 for term of 999 years from 2 October 1985 (therefore it expires on 2 October 2984).
15.	Unregistered leasehold	Humbly Grove Pipeline HG/PL7 -2/7 - 3. The lease is dated 18 July 1985 for a term of 30 years from 1 January 1985 (therefore it expires on 1 January 2015).
16.	HP295502 and HP283800	Humbly Grove Pipeline HG/PL8. Both leases are dated 2 August 1985 for a term of 999 years from 1 January 1985.
17.	HP607769	Humbly Grove Pipeline HG/PL10. The lease is dated 2 August 1985 for a term of 99 years from 1 January 1985 (therefore it expires on 1 January 2084).
18.	SH9900	Humbly Grove Pipeline HG/PL12. The lease is dated 2 August 1985 for a term of 99 years from 1 January 1985 (therefore it expires on 1 January 2084).
19.	Unregistered rights granted pursuant to a deed of easement	Humbly Grove Pipeline HG/PL13. The deed of easement is dated 21 May 1986 for a term of 999 years from 21 May 1986.

Short particulars of all the property mortgaged or charged

Index No.	Title No.(s) (if registered land)	Address or Description
20.	HP347791	Herriard A. The lease is dated 9 March 1988 for a term of 30 years from 11 March 1985 (therefore it expires on 10 March 2015).
21.	HP347790	Herriard X. The lease is dated 9 March 1988 for a term of 30 years from 29 March 1985 (therefore it expires on 28 March 2015).
22.	Unregistered leasehold	Horndean B (part access). The lease is dated 10 July 1984 for a term of 25 years from 20 June 1984 (therefore it expires 20 June 2009).
23.	Unregistered leasehold	Horndean C (part site). The lease is dated 1 August 1984 for a term of 25 years from 26 March 1984 (therefore it expires 25 March 2009).
24.	Unregistered leasehold	Horndean C (part site). The lease is dated 16 April 1985 for a term of 24 years commencing on 26 March 1985 (therefore it expires on 25 March 2009).
25.	Unregistered leasehold	Horndean C (access). The lease is dated 1 August 1984 for a term of 25 years commencing 26 March 1984 (therefore it expires on 25 March 2009).
26.	Unregistered leasehold	Horndean X. The lease is dated 9 December 1986 for a term of 25 years commencing on 22 August 1984 (therefore it expires on 22 August 2009).
27.	Unregistered leasehold	Singleton Forrest. The lease is dated 13 October 1995 for a term of 20 years commencing on 1 September 1991 (therefore it expires on 1 September 2011).
28.	WSX181431	Parham Estate, Storrington
29.	Unregistered leasehold	Bletchingley 1. The lease is dated 11 June 1987 for a term of 20 years from and including 1 July 1986 (therefore it expires on 1 July 2006).
30.	Unregistered leasehold	Bletchingley 2. The lease is dated 28 February 1990 for a term of 20 years from 28 April 1988 (therefore it expires on 28 April 2008).
31.	Unregistered leasehold	Bletchingley 3. The lease is dated 3 March 1989 for a term of 20 years commencing on 1 June 1988 (therefore it expires on 1 June 2008).
32.	SY617523	Land at Albury Park, Albury, Guildford, Surrey.
33.	Not Used	
34.	Not Used	

Short particulars of all the property mortgaged or charged

Index No.	Title No.(s) (if registered land)	Address or Description
35.	SY609613	A strip of land 4.5 metres wide, 200 metres in length, 2 metres in depth and the airspace 1 metre in height lying to the east of Tandridge Hill Lane, Godstone.
36.	SY617679	Land on the north-west side of Barrow Green Road, Oxted.

Note: There are no Investments currently listed in Schedule 4 (*Investments*) to the Security Document.

The Licences listed in Schedule 5 (*Intangible Property*) Part 1 (*Licences*) to the Security Document are as follows:

Location	Licence	Status	Licence date
Humbly Grove	PL 116	Producing	1 August 1969
Palmers Wood	PL 182	Producing	17 November 1990
Storrington	PL 205	Producing	15 February 1982
Horndean	PL 211	Producing	5 April 1982
Singleton	PL 240	Producing	2 December 1983
Albury	DL 004	Producing	8 February 1994
Bletchingley	ML 18	Producing	11 July 1967
Bletchingley	ML 21	Producing	11 July 1967
Lidsey	PL 241	Producing	2 December 1983

FILE COPY



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 5th MAY 2004 AND CREATED BY STAR ENERGY UK ONSHORE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MAY 2004.

P. Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES