

**Declaration of satisfaction  
in full or in part  
of mortgage or charge**Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use Company number

13

1021095 ✓

Name of company

\* STAR ENERGY UK ONSHORE LIMITED formerly known as SOCO UK ONSHORE LIMITED  
(the "Company")\* Insert full name  
of companyI, **X COLIN JUDD**  
of **49 WALDEGRAVE GARDENS, TWICKENHAM TW1 4PH**† Delete as  
appropriate[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company,do solemnly and sincerely declare that the debt for which the charge described below was given  
has been paid or satisfied in **[full]** ~~[part]~~†† Insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

Date and Description of charge † Debenture dated 13th October 1999

Date of Registration ‡ 28th October 1999

Name and address of [chargee] ~~[trustee for the debenture holders]~~ The Governor and Company of  
the Bank of Scotland, The Mound, Edinburgh EH1 1YZ ("BoS")§ The date of  
registration may  
be confirmed  
from the  
certificate

Short particulars of property charged ¶

See Paper Apart 1

And I make this solemn declaration conscientiously believing the same to be true and by virtue of  
the provisions of the Statutory Declarations Act 1835.¶ Insert brief  
details of  
propertyDeclared at **7 Devonshire Square**  
**London EC2M 4YH**

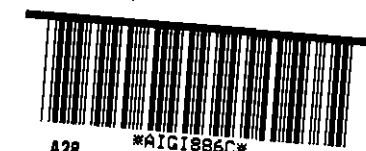
Declarant to sign below

Day Month Year  
on **20 12 2001**

before me

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresentor's name, address and  
reference (if any):Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2ENFor official use  
Mortgage section

Post room

A28  
COMPANIES HOUSE0646  
09/02/02

## Notes

The address of the Registrar of Companies is:-  
The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

**These are the definitions used in the foregoing Form 403a relative to a Debenture by Star Energy UK Onshore Limited formerly known as SOCO UK Onshore Limited in favour of The Governor and Company of the Bank of Scotland dated 13 October 1999.**

**Assets** shall mean 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;

The expression **BoS** will include persons deriving title from **BoS**;

**Relevant Agreements** means each of the agreements specified in Paper Apart 2 as the same may be amended, varied, supplemented, substituted or novated from time to time;

**Secured Liabilities** shall mean all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **BoS** by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not **BoS** shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which **BoS** may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual **BoS** rates and practice as well after as before any demand made or decree obtained under the Debenture PROVIDED THAT no obligation or liability shall be included in this definition of "Secured Liabilities" to the extent that, if it were so include the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151–158 of the Companies Act 1985; and

The expressions **holding company** and **subsidiary** shall have the meanings given to them in Section 736 of the Companies Act 1985.

**This is the Paper Apart 1 relative to the foregoing Form 403a relating to a Debenture granted by Star Energy UK Onshore Limited formerly known as SOCO UK Onshore Limited in favour of The Governor and Company of the Bank of Scotland dated 13 October 1999.**

1. Pursuant to Clause 3 of the Debenture the Company charges to **BoS** as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:-
  - 1.1 by way of legal mortgage all the freehold and leasehold property (including the property described in Paper Apart 3) 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;
  - 1.2 by way of fixed charge:-
    - 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;
    - 1.2.2 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 Debenture;
    - 1.2.3 all the Company's goodwill and uncalled capital for the time being;
    - 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;
    - 1.2.5 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;
    - 1.2.6 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 3.1.2.4 of the Debenture);

- 1.2.7 all present and future plant and machinery owned by the Company not otherwise charged under Clause 3 of the Debenture 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
  - 1.2.8 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).
- 1.3 the Company with full title guarantee, as security for the payment of all Secured Liabilities, assigns to **BoS** 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 **BoS** 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.
- 1.4 by way of floating charge all the Assets not effectively otherwise charged by Clause 3 of the Debenture, 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 1.2 above, and the Company will have no power without the consent of **BoS** or as may be permitted under any loan agreement with **BoS** to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

This is the Paper Apart 2 relative to the foregoing Form 403a relating to a Debenture granted by Star Energy UK Onshore Limited formerly known as SOCO UK Onshore Limited in favour of The Governor and Company of the Bank of Scotland dated 13 October 1999.

### "Relevant Agreements"

<b>Licences (and Joint Operating Agreements relative thereto)</b>	<b>Location</b>	<b>Licence Date</b>	<b>Joint Operating Agreement Date</b>
ML.18&21	Bletchingley	20 July 1967 & 11 July 1967	
PL.182	Palmers Wood	17 November 1980	12 December 1989
PL.205	Storrington	15 February 1982	26 January 1990
PL.235	Brockham	28 October 1983	5 June 1992
PL.116	Humbly Grove	1 August 1969	23 August 1984
PL.211	Horndean	5 April 1982	14 March 1984
PL.240	Singleton	2 December 1983	14 March 1984
PL.241	Lidsey	2 December 1983	14 March 1984
DL.004	Albury	8 February 1994	20 September 1994
EXL.286	Near Albury	7 April 1993	13 September 1993

<b>Power Purchase Agreements</b>		
<b>Parties</b>	<b>Location</b>	<b>Date</b>
Company and Southern Electric plc	Humbly Grove	25 April 1995
Cairn Energy plc and Seeboard plc	Albury	4 March 1994
Kelt UK and Southern Electric plc	Singleton	23 September 1993
Cairn Energy plc and and Seeboard plc	Palmers Wood	18 July 1991

<b>Triad Sharing Agreements</b>		<b>Date</b>
<b>Parties</b>	<b>Location</b>	
Company and Southern Electric plc	Humbly Grove	28 August 1997
Company and Seeboard plc	Albury	15 August 1996

<b>Other Agreements</b>		
<b>Parties</b>	<b>Description</b>	<b>Date</b>
Company and Esso Petroleum Company Limited	Wessex Blend Crude oil Sale Agreement	undated
Cairn Energy plc and Kelt U.K. Limited	Sale and purchase agreement re crude oil	3 March 1992

**This is the Paper Apart 3 relative to the foregoing Form 403a relating to a Debenture granted by Star Energy UK Onshore Limited formerly known as SOCO UK Onshore Limited in favour of The Governor and Company of the Bank of Scotland dated 13 October 1999.**

County and District (or London Borough)	Title No.(s) (if registered land)	Address or Description
County – Surrey District – Tandridge	SY550830	Rooks Nest Farm, Godstone, Surrey (Part)
County – Surrey District – Tandridge	SY611392	Pipeline West of Tandridge Hill Lane
County – Surrey District – Tandridge	SY614221	Pipeline East of Tandridge Hill Lane
County – Surrey District – Tandridge	SY608819	Pipeline Northwest of Barrow Green Road
County – Surrey District – Tandridge	SY495972	Coney Hill (Part)
County – Surrey District – Tandridge	SY496761	Land to the Northwest of Barrow Green Road
County – Surrey District – Tandridge	SY545405	Sand pit, Tandridge Hill Lane
County – Surrey District – Tandridge	SY554705	Part sand pit, Tandridge Hill Lane
County – Hampshire District – Basingstoke and Deane	HP502312	Humbly Grove, Gathering Station (also known as land at Weston Common, Weston Patrick)
County – Hampshire District – Basingstoke and Deane	HP502311	Humbly Grove, Gathering Station (access)
County – Hampshire District – East Hampshire	HP501313	Humbly Grove Export Terminal
County – District –	Unregistered leasehold	Humbly Grove Export Terminal (Landscape areas). The lease is dated 3rd April 1986 for a term of 30 years from and including 3rd April 1986 (therefore expires on 2nd April 2016)  Humbly Grove Export Terminal (Landscape areas)

County – District –	Unregistered freehold	Humbly Grove A. The existing principal use of the property is for winning and working of crude oil.
County – District –	Unregistered leasehold	Humbly Grove B. The lease is dated 19th September 1986 for a term of 35 years from 5th May 1985 (therefor it expires on 5th May 2015). The property was formerly a wellsite.
County – District –	Unregistered leasehold	Humbly Grove C (site). The property is unregistered leasehold. The lease is dated 12th April 1985 for a term from 12th April 1985 to 30th September 2014. The existing principal use of the property is for winning and working of crude oil and for the generation of electricity.
County – Hampshire District – Hart	HP227215	Humbly Grove X (part site)
County – Hampshire District – Hart	HP272906	Humbly Grove X (part site)
County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL1&2. The property is unregistered leasehold. The lease is dated 23rd August 1986 for a term of 30 years from 1st January 1985 (therefor expires on 1st January 2015). The existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.
County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL3. The lease is dated 8th August 1985 for a term of 30 years from 1st January 1985 (therefor expires 1st January 2015). Existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.



County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL4. The lease is dated 2nd August 1985 for a term of 99 years from 1st January 1985 (therefor expires on 1st January 2084). Existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.
County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL5. The lease is dated 27th August 1985 for a term of 99 years from 1st January 1985 (therefor expires on 1st January 2084). Existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.
County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL6. The lease is dated 2nd October 1985 for term of 999 years from 2nd October 1985 (therefor expires on 2nd October 2984). Existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.
County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL7 – 2/7 – 3. The lease is dated 18th July 1985 for a term of 30 years from 1st January 1985 (therefor expires on 1st January 2015). Existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.
County – District –	HP283800	Humbly Grove Pipeline HG/PL8 (part)
County – Hampshire District – Basingstoke and Deane	HP295502	Humbly Grove Pipeline HG/PL 8 (part)

County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL10. The lease is dated 12th September 1985 for a term of 99 years from 1st January 1985 (therefor expires on 1st January 2084). Existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.
County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL12. The lease is dated 2nd August 1985 for a term of 99 years from 1st January 1985 (therefor expires on 1st January 2084). Existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.
County – District –	Unregistered leasehold	Humbly Grove Pipeline HG/PL13. The lease is dated 21st May 1986 for a term of 999 years from 21st May 1986 (therefor expires 21st May 2985). Existing principal use of the property: pipelines to transport crude oil, produced water and produced gas.
County – Hampshire District – Basingstoke and Deane	HP347791	Herriard A
County – District –	Unregistered	Herriard B. The property is unregistered, with an informal licence. The existing principal use of property: former wellsite; storage of materials. Current licence fee £5.
County – Hampshire District – Basingstoke and Deane	HP347790	Herriard X
County – Hampshire District – East Hampshire	HP491077	Horndean B (site and part access)

County – District –	Unregistered leasehold.	Horndean B (part access). The lease is dated 10th July 1984 for a term of 25 years from 20th June 1984 (therefor expires 20th June 2009). Existing principal use of the property: access.
County – District –	Unregistered leasehold	Horndean C (part site). The lease is dated 1st August 1984 for a term of 25 years from 26th March 1984 (therefor expires 26th March 2009). Existing principal use of the property: winning and working of crude oil.
County – District –	Unregistered leasehold	Horndean C (part site). The lease is dated 16th April 1985 for a term of 25 years commencing on 26th March 1984 (therefor expires on 26th March 2009). Existing principal use of the property: winning and working of crude oil.
County – District –	Unregistered leasehold	Horndean C (access). The lease is dated 1st August 1984 for a term of 25 years commencing on 26th March 1984 (therefor expires on 26th March 2009). Existing principal use of property: access.
County – District –	Unregistered leasehold	Horndean X. The lease is dated 9th December 1986 for a term of 25 years commencing on 22nd August 1984 (therefor expires on 22nd August 2009). Existing principal use of property: winning and working of crude oil.

County – District –	Unregistered leasehold	Singleton Forrest. The lease is dated 13th October 1985 for a term of 20 years commencing on 1st September 1991 (therefor expires on 1st September 2011). Existing principal use of property: winning, working and processing of crude oil; generation of electricity.
County – District –	Unregistered leasehold	Wildham Wood (site and part access). The lease is dated 19th September 1995 for a term of 3 years commencing on 1st September 1993 (therefor expires on 1st September 1996). Existing principal use of property: dormant wellsite.
County – West Sussex District – Chichester	WSX119923	Wildham Wood (access)
County – West Sussex District – Arun	WSX194313	Lidsey Farm (part site; part access)
County – West Sussex District – Arun	WSX194312	Lidsey Farm (part site)
County – District –	Unregistered	Lidsey Farm (part access). The property is held under a licence. The licence is dated 15th February 1995 for a term of 12 months from 1st November 1994 and thereafter until determined by either party on 6 months notice. Existing principal use of the property: access.
County – District –	Unregistered leasehold	Brockham.. Lease is dated 26th September 1991 for a term of 20 years from 20th May 1991 (therefor expires on 20th May 2011). Existing principal use of the property: dormant wellsite.
County – West Sussex District – Horsham	WSX181431	Parham Estate, Storrington

County – District –	Unregistered leasehold	Bletchingley 1. The lease is dated 11th June 1987 for a term of 20 years from and including 1st July 1986 (therefor expires on 1st July 2006). Existing principal use of property: dormant wellsite.
County – District –	Unregistered leasehold	Bletchingley 2. The lease is dated 28th February 1990 for a term of 20 years from 28th April 1998 (therefor expires on 28th April 2008). Existing principal use of property: dormant wellsite.
County – District –	Unregistered leasehold	Bletchingley 3. The lease is dated 3rd March 1989 for a term of 20 years commencing on 1st June 1988 (therefor expires on 1st June 2008). Existing principal use of property: dormant wellsite.
County – Surrey District – Guildford	SY617523	Albury Park