

MG02

Statement of satisfaction in full or in part of mortgage or charge



✓ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

✗ **What this form is NOT for**
You cannot use this form to re-
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland.
do this, please use form MG02

TUESDAY



LD2 "LUKOAGS5" 19/01/2010 120
COMPANIES HOUSE

1 Company details

Company number 03115420
Company name in full Natuna UK (KAKAP 2) Limited
(the "Charging Company")

For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 07/02/2006
Description ① Deed of Assignment in favour of ANZ Fiduciary Services Pty Ltd.
as security agent for & on behalf of the Secured Parties.
Date of registration ② 07/02/2006

- ① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'.
- ② The date of registration may be
confirmed from the certificate.

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders.

Name ANZ Fiduciary Services Pty Ltd ("Security Agent")
Address Level 2, 20 Martin Place, Sydney

Postcode NSW 2000

Name

Address

Postcode

Name

Address

Postcode

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

MG02

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4 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

Particulars of Property Mortgaged or Charged

By Clause 3 (*Assignment*), the Charging Company, with full title guarantee, as security for the payment and discharge of the Secured Money:

- i. assigned the Assigned Property to the Security Agent; and
- ii. agreed to assign to the Security Agent all the Assigned Property arising after the Deed of Assignment Date as continuing security.

Covenants and Restrictions

1. By Clause 6.2 (*Immediate Recourse*), the Charging Company agreed to waive any right it may have of first requiring any Secured Party to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the Security created by the Deed of Assignment.
2. By Clause 15(b)(vi) (*Limitation of Liability*), the Charging Company agreed, subject to paragraph (d) of that clause, not to take any step to exercise any right of set-off, right to combine or consolidate accounts, or banker's lien, against the Security Agent, except in relation to the Trust Property, in connection with the Security Agent's obligations under the Finance Documents.

Unless defined elsewhere in this Form MG02, please see the attached MG02 continuation pages for the defined terms.

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full.

☐ In part.

① Please tick one box only.

6 Signature

Please sign the form here.

Signature

Signature

X  X

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

MG02

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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. The contact information you give will be visible to searchers of the public record.

Contact name Sameer Pandit

Company name Clifford Chance LLP
via CH counter

Address 10, Upper Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form.



Important information

Please note that all information on this form will appear on the public record.



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

MG02 - continuation page

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

In this Form MG02:

"Assigned Documents" means each of the documents set forth in Part IV of this Schedule and such other documents to which the Charging Company is a party as may be designated as an "Assigned Document" by the Security Agent and the Charging Company from time to time;

"Assigned Property" means all of the right, title and interest on the Deed of Assignment Date or thereafter, of the Charging Company in, under and/or derived from the Assigned Documents, the Insurance Contracts and all proceeds in respect of the foregoing, including:

- (a) the benefit of all claims for damages for the breach by any counterparty of any term of any of the Assigned Documents or the Insurance Contracts and all warranties and indemnities contained therein;
- (b) the right to terminate any of the Assigned Documents or the Insurance Contracts or agree to the suspension thereof
- (c) the right to compel performance of any of the Assigned Documents or the Insurance Contracts;
- (d) the right to agree to any variation of the terms of any of the Assigned Documents or the Insurance Contracts; and
- (e) the right to pursue any action, proceeding, suit or arbitration arising in relation to any of the rights referred to in paragraphs (a) to (d) above and to enforce such rights in the name of the Security Agent or the Charging Company,

provided that the Assigned Property shall not include any right, title or interest of the Charging Company under any Insurance Contract to the extent that such right, title or interest is in respect of Excluded Fields or Excluded Working Interests;

"Borrower" means Natuna UK (KAKAP 2) Limited;

"Borrowing Base Asset" means, at any time, any Field (and any associated infrastructure) which is a Borrowing Base Asset at such time as determined by reference to Clause 18 (Borrowing Base Assets) of the Facility Agreement;

"Deed of Assignment Date" means 27 February 2006;

MG02 - continuation page

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"Excluded Field" means a Field and/or any other interest within a PSC that is not a Borrowing Base Asset and which has been specifically subject to an issuance of a different class of shares or farm out in accordance with Clause 19.1(a) (*Excluded Fields*) of the Facility Agreement;

"Excluded Working Interests" means any Field (that is not an Excluded Field) that is either (a) not a Borrowing Base Asset; or (b) has been withdrawn as a Borrowing Base Asset by operation of Clause 18.4 (*Withdrawal of Borrowing Base Assets*) of the Facility Agreement;

"Facility Agreement" means the US\$ 65 million facility agreement dated 28 February 2006 and made between, amongst others, the Borrower, the Charging Company and the other parties named therein as guarantors, and the Security Agent;

"Field" means any natural gas, oil or other hydrocarbon exploration and/or production area in which any of the Subsidiary Guarantors has a working interest therein;

"Finance Documents" means the Facility Agreement, the Completion Guarantee, the Security Trust Deed, the Security Documents, any Fee Letter, any Accession Letter, any Hedging Agreement, each Irrevocable Instruction, the Stamp Duty Indemnity and any other document designated as such by the Facility Agent and the Borrower (each, unless defined in these Continuation Pages, as defined in the Facility Agreement);

"Global Policies" means the insurance policies issued by OIL Insurance Limited and Sanro Insurance Pte Ltd to Santos Limited, under which the Obligors have an interest as an insured party and which cover any of the risks included in paragraphs 1(a) to (g) of Schedule 11 of the Facility Agreement in respect of the Borrowing Base Assets;

MG02 - continuation page

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"Insurance Contracts" means:

- a. Policy No. P-25030 issued by PT. Tugu Pratama Indonesia, PT. Asuransi Jasa Indonesia, PT. Asuransi Central Asia, PT. Asuransi Wahana Tata and PT. Asuransi Astra Buana in favour of BPMigas, Pertamina, Star Energy (Kakap) Ltd, Premier Oil Kakap BV, SPC Kakap Limited, Novus UK (Kakap) Ltd, Novus Petroleum Canada (Kakap) Ltd and Novus UK (Kakap 2) Ltd in respect of the Kakap Block, as such policy may be renewed from time to time;
- b. Public Liability Insurance Policy No. PULU 500010 issued by PT. Tugu Pratama Indonesia in favour of BPMigas, Pertamina, Star Energy (Kakap) Ltd, Novus UK (Kakap) Ltd, Novus UK (Kakap 2) Ltd, Novus Petroleum Canada (Kakap) Ltd, Premier (Kakap) Pty Ltd, SPC Kakap Limited, as such policy may be renewed from time to time;
- c. Standard Offshore Certificate of Entry No. 14344 issued by The Standard Steamship Owners' Protection and Indemnity Association (Asia) Limited in favour of Star Energy (Kakap) Ltd in respect of vessel named **"Kakap Natuna"**;
- d. The Global Policies;

and such other Insurance Contracts as may be taken out by or on behalf of the Charging Company from time to time other than any third party liability policy taken out by or on behalf of the Charging Company;

"Obligors" means the Borrower and the Guarantors (as defined in the Facility Agreement);

"PSC" means each of the Brantas PSC, the Kakap PSC and the Madura PSC (each as defined in the Facility Agreement);

MG02 - continuation page

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"Secured Money" means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by any Obligor to any Secured Party on any account at any time under or in connection with any Finance document or any transaction contemplated by any Finance Document whether:

- (a) on the Deed of Assignment Date or thereafter, actual or contingent;
- (b) incurred alone, jointly, severally or jointly and severally;
- (c) the Obligor is liable on its own account or the account of, or as surety for, another person and without regard as to the capacity in which the Obligor is liable;
- (d) due to the Secured Party alone or with another person;
- (e) the Secured Party is entitled for its own account or the account of another person;
- (f) arising from a banker and customer relationship or any other relationship;
- (g) originally contemplated by the Obligor or the Secured Party or not; and
- (h) the Secured Party is the original person in whose favour any of the above amounts were owing or an assignee or transferee (provided that such assignment or transfer was made in accordance with any applicable Finance Document) and, if the Secured Party is an assignee:
 - (i) whether or not the Obligor consented to or knew of the assignment, unless the terms of the applicable Finance Document required the Obligor to consent to, or receive notice of, as applicable, the assignment;
 - (ii) no matter when the assignment occurred; and
 - (iii) whether or not the entitlements of that original person were assigned with the Finance Document;

"Secured Party" means the Agents, the Account Bank, the Lenders, the Lead Arranger and each Hedging Counterparty (each as defined in the Facility Agreement);

MG02 - continuation page

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"Security Agent" means ANZ Fiduciary Services Pty Ltd (ABN 91 100 709 493) in its capacity as trustee and agent for and on behalf of the other Secured Parties, and any successor, transferee, assignee and any person, who under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under the Deed of Assignment;

"Security Trust Deed" means the trust deed of that title entered into by the Security Agent and the Borrower on or prior to 27 February 2006;

"Subsidiary Guarantors" has the meaning given to it in the Facility Agreement; and

"Trust Property" has the meaning given to it in the Security Trust Deed.