

MG01

Particulars of a mortgage or charge



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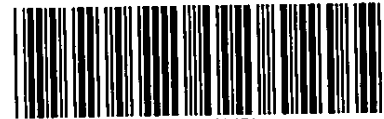
A fee is payable with this form

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
particulars of a charge for
company. To do this, please
form MG01s

WEDNESDAY



A33

A17393V5

18/04/2012

#227

COMPANIES HOUSE

1 Company details

Company number 0 6 2 9 3 7 6 3

Company name in full Star Energy Weald Basin Limited (the "Chargor")

3 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 Date of creation of charge

Date of creation 0 2 0 4 2 0 1 2

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 Supplemental security agreement (the "Security Agreement") dated 2 April
2012 between, among others, the Chargor and Macquarie Bank Limited as
security agent (the "Security Agent")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All obligations at any time due, owing or incurred
by the Security Agreement Chargors to the Secured
Parties under the Finance Documents, whether
present or future, actual or contingent (and
whether incurred solely or jointly and whether as
principal or surety or in some other capacity) but
excluding any liability to the extent that it would
result in unlawful financial assistance being given
within the meaning of any applicable provisions
under the laws of the jurisdiction of
incorporation of the relevant Security Agreement
Chargor (the "Secured Obligations")

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

Continuation page

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

Name Macquarie Bank Limited (as the Security Agent)

Address 1 Martin Place

Sydney, Australia

Postcode N S W 2 0 0 0

Name

Address

Postcode

6 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

The Chargor has charged in favour of the Security Agent as continuing security to secure the payment and discharge of the Secured Obligations with full title guarantee (except that the covenant set out in section 3 (1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them) by way of first fixed charge all of its present and future right, title and interest in and all benefits under or in respect of and remedies in connection with

(a) the Specified Hydrocarbon Licences,

(b) all other Hydrocarbon Licences from time to time granted to or transferred to or otherwise held by a Chargor, and

(c) all proceeds and claims arising under and the proceeds of sale of all Hydrocarbon Licences,

which are at any time owned by it, or in which it from time to time has an interest

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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

None

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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X *Berwin Leighton Parnis* X
LLP

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 Daniel Finch

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 DEFINITIONS

For the purposes of this Form MG01, the following terms shall have the meanings set out below

'Accession Letter' means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Senior Facilities Agreement

'Account Bank' means Macquarie Bank Limited as 'Account Bank' under and as defined in the Senior Facilities Agreement

'Acquisition' means the acquisition by the Parent of the Target Shares on the terms of the Acquisition Documents

'Acquisition Agreement' means the sale and purchase agreement dated 16 September 2011 relating to the sale and purchase of the Target Shares and made between the Parent and the Vendor

'Acquisition Disclosure Letter' means the Disclosure Letter as defined in the Acquisition Agreement

'Acquisition Documents' means the Acquisition Agreement, the Tax Deed, the Acquisition Disclosure Letter and all other documents delivered under the Acquisition Agreement at Completion thereunder and any other document designated as an 'Acquisition Document' by the Agent and the Parent

'Agent' means Macquarie Bank Limited as 'Agent' under and as defined in the Senior Facilities Agreement

'Authorisation' means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration (including, without limitation, any Hydrocarbon Licence)

'Closing Date' means the date on which Completion occurs

'Completion' means the completion of the Acquisition in accordance with the Acquisition Agreement

'Compliance Certificate' means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Senior Facilities Agreement

'Delegate' means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver

'Finance Document' means the Senior Facilities Agreement, any Accession Letter, any Compliance Certificate, any Hedging Document, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Warrant Document and any other document designated as a 'Finance Document' by the Agent

'Finance Party' means the Agent, the Security Agent, a Lender, the Hedge Counterparty or the Account Bank

'Hedge Counterparty' means Macquarie Bank Limited or an Affiliate of Macquarie Bank Limited in its capacity as 'Hedge Counterparty' under and as defined in the Senior Facilities Agreement

'Hedging Document' means any master agreement, schedule or other agreement in the agreed form or confirmation entered into or to be entered into by the Parent or Island Gas Limited and the Hedge Counterparty as contemplated by Clause 24 27 (*Hedging*) of the Senior Facilities Agreement (including the 2002 ISDA Master Agreement dated 31 October 2011 between the Hedge Counterparty as Party A and IGAS Energy PLC as Party B as amended in accordance with Clause 24 27 (*Hedging*) of the Senior Facilities Agreement)

Please give the short particulars of the property mortgaged or charged

Short particulars

'Senior Facilities Agreement' means the senior facilities agreement dated on or about the date hereof between (among others) the Parent, the other Security Chargeors and Macquarie Bank Limited as Agent, as amended, varied, novated or

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supplemented from time to time

'Specified Hydrocarbon Licences' means the Hydrocarbon Licences specified in schedule 2 (Hydrocarbon Licences) of the Security Agreement, as replicated as Schedule 1 of this Form MG01

'Target' means Star Energy Group Limited, a company incorporated in England and Wales (registered number 05054503), whose registered office is at 3 More London Riverside, London SE1 2AQ

'Target Shares' means all of the shares in the share capital of the Target

'Tax Deed' has the meaning given to it in the Acquisition Agreement

'Transaction Security Documents' means

- (a) the Security Agreement, and
- (b) each of the documents specified in paragraph 13 of Schedule 2 Part 2 (Conditions precedent required to be delivered by an Additional Obligor) of the Senior Facilities Agreement

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

'Utilisation Request' means a notice substantially in the relevant form set out in Schedule 3, Part 1 (Utilisation Report) of the Senior Facilities Agreement

'Vendor' means Petronas International Corporation Limited, whose registered office is at Unit Level 13 (E), Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000 Federal Territory Labuan, Malaysia and all the other persons named as Sellers in the Acquisition Agreement

'Warrant' means the warrant instrument in the agreed form entered into by the Parent on the Closing Date

'Warrant Documents' means

- (a) the Warrant and
- (b) all certificates issued under the Warrant

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SCHEDULE 1

Hydrocarbon Licences

License Number	Licence Holder	Field	Interest held by Obligors	Licence Expiry Date
ML6	Island Gas Limited	Bothamsall	100 00%	March 2015
PEDL006	Island Gas Limited	Cold Hanworth	100 00%	April 2027
ML4 (3)	Island Gas Limited	Glentworth	100 00%	March 2015
ML4 (3)	Island Gas Limited	Corringham	100 00%	March 2015
AL009	Island Gas Limited	Dunholme	100 00%	April 2024
PL179 (a)	Island Gas Limited	East Glentworth	100 00%	November 2014
ML003	Island Gas Limited	Egmanton	100 00%	December 2033
ML4 (1), ML4 (2)	Island Gas Limited	Gainsborough/Beckingham	100 00%	March 2015
PL220 (c)	Island Gas Limited	Long Clawson	100 00%	August 2016
PL199-1	Island Gas Limited	Near Nettleham	100 00%	October 2015
PL 179 B	Island Gas Limited	Nettleham	100 00%	November 2014
PL220 (d)	Island Gas Limited	Rempstone	100 00%	August 2016
PL179 B	Island Gas Limited	Scampton South	100 00%	November 2014
PL179 B	Island Gas Limited	Scampton North	100 00%	November 2014
ML7	Island Gas Limited	South Leverton	100 00%	March 2015
PL179 B	Island Gas Limited	Stainton	100 00%	November 2014
PL179 B	Island Gas Limited	Welton	100 00%	November 2014
PL178	Island Gas Limited	West Beckingham	100 00%	November 2014
DL004	Island Gas Limited	Albury	100 00%	November 2013
PEDL070	Island Gas Limited	Avington	50 00%	September 2031
ML018	Island Gas Limited	Bletchingley	100 00%	January 2017
ML021	Island Gas Limited	ditto	100 00%	April 2017
PEDL235	Island Gas Limited	4 Godley Bridge	100 00%	September 2025

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Short particulars

PEDL021	Island Gas Limited	Goodworth	100 00%	April 2027
PL211	Island Gas Limited	Horndean	90 00%	April 2016
PL182	Island Gas Limited	Palmers Wood	100 00%	November 2014
DL002	Island Gas Limited	Stockbridge (including Larkwhistle, Hill Farm and Folly Farm)	100 00%	December 2019
PL233	Island Gas Limited	ditto	100 00%	October 2017
PL249	Island Gas Limited	ditto	100 00%	December 2017
PL205	Island Gas Limited	Storrington	100 00%	February 2016
SPPL 1481	Island Gas Limited		100 00%	March 2012
PEDL 40-1	Island Gas Limited	Swallowcroft	100 00%	March 2029
PEDL 56-1	Island Gas Limited		100 00%	March 2029
PEDL 78-1	Island Gas Limited		100 00%	September 2011 or September 2031
PEDL 78-2	Island Gas Limited		100 00%	September 2011 or September 2031
PEDL 115-1	Island Gas Limited		100 00%	March 2013
PEDL 115-2	Island Gas Limited		100 00%	March 2013
PEDL 056, 40, 78	Island Gas Limited	Swallowcroft - Potteries	100 00%	December 2011



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6293763
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 2 APRIL 2012 AND CREATED BY STAR
ENERGY WEALD BASIN LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE SECURITY AGREEMENT
CHARGORS TO THE SECURED PARTIES 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 18 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 APRIL 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES