

# G

CHFP025

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## COMPANIES FORM No. 155(6)a

### Declaration in relation to assistance for the acquisition of shares

# 155(6)a

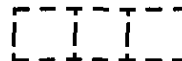
Pursuant to section 155(6) of the Companies Act 1985

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legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number



SC152506

**Note**  
Please read the notes  
on page 3 before  
completing this form.

Name of company

\* Pentex Oil Limited

\* insert full name  
of company

☒ We ☐ See Appendix A

Ø insert name(s) and  
address(es) of all  
the directors

† delete as  
appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

~~(a) that of a recognised bank, licensed institution, within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 1 of the Insurance Companies Act 1982 to carry on~~

~~insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company name] Pentex Management Limited

~~XXXXXX~~

The assistance is for the purpose of [that acquisition] ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

The number and class of the shares acquired or to be acquired is: See Appendix B

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

Norton Rose  
Kempson House, Camomile Street,, United  
Kingdom,

For official Use  
General Section



LD2 0454  
COMPANIES HOUSE 23/08/05  
LUS 0345  
COMPANIES HOUSE 09/08/05

The assistance is to be given to: (note 2) Star Energy Group plc (Company no. 05054503),  
whose registered office is at Kempson House, Camomile Street, London EC3A 7AN,  
United Kingdom

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

The assistance will take the form of:

See Appendix C

The person who [has acquired] ~~[will acquire]~~ the shares is:

† delete as  
appropriate

Star Energy Group plc

The principal terms on which the assistance will be given are:

See Appendix D

The amount of cash to be transferred to the person assisted is £ Zero

The value of any asset to be transferred to the person assisted is £ Zero

The date on which the assistance is to be given is See Appendix E

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

\* delete either (a) or  
(b) as appropriate

~~X~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~X~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

(b) ~~[It is intended to commence the winding up of the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~\* (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

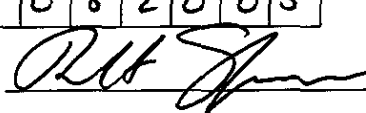
Declared at

Declarants to sign below

NORTON ROSE

Day Month Year  
on 

0	5	0	8	2	0	0	5
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before me   
~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor~~ having the powers conferred on  
a Commissioner for Oaths.



## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**PENTEX OIL LIMITED**

**(Company No. SC152506)**

**(the "Company")**

**Appendix A**

The names and addresses of all the directors of the Company are as follows:

Roland Wessel  
Garden Apartment  
36A Canonbury Square  
Islington  
London N1 2AN

Colin Judd  
49 Waldegrave Gardens  
Strawberry Hill  
Twickenham  
TW1 4PH

This is the Appendix A referred to in Form 155(6)a declared by the directors of the Company on  
5 August 2005.

**PENTEX OIL LIMITED**

**(Company No. SC152506)**

**(the "Company")**

**Appendix B**

1,500,000 ordinary shares of £0.10 each in the capital of Pentex Management Limited..

This is the Appendix B referred to in Form 155(6)a declared by the directors of the Company on  
5 August 2005.

## **PENTEX OIL LIMITED**

**(Company No. SC152506)**

**(the "Company")**

### **Appendix C**

Pursuant to the Acquisition, the entire issued share capital of Pentex Management Limited was acquired by Star Energy Group plc. POL will provide certain financial assistance as described below in respect of the facilities provided under the Facility Agreement used to fund that Acquisition and thus the acquisition of the shares in its holding company.

The financial assistance referred to above will take the form of execution, delivery and performance of POL of:

- a Deed of Accession to the Facility Agreement;
- an Intercreditor Deed of Accession to the Security Trust and Intercreditor Deed;
- a Corporate Guarantee;
- a Debenture;
- the POL Share Pledge; and
- the POL Floating Charge

**"Acceptable Counterparty"** means any Hedging Bank or any financial institution whose long-term unsecured indebtedness is rated not less than A- from Standard & Poor's;

**"Account Banks"** means ABN AMRO BANK N.V and BARCLAYS BANK PLC as holders of the Project Accounts;

**"Acquisition"** means the acquisition of the entire issued share capital of Pentex Management Limited by Star Energy Group plc;

**"Acquisition Closing Date"** means the date on which the acquisition by SEG of the entire issued share capital of Pentex Management Limited (registered number 4286539) is completed;

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 27.9 (*Additional Guarantors*) of the Facility Agreement;

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

**"Agent"** means ABN AMRO BANK N.V., as agent of the Finance Parties;

**"Borrowers"** means Star Energy Group plc, Star Energy Limited, Star Energy (East Midlands) Limited, Star Energy UK Onshore Limited and Star Energy HG Gas Storage Limited;

**"Business Days"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

**"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 and each Pentex Hedging Agreement;

**"Corporate Guarantee"** means the guarantee to be granted on or about the date hereof by Pentex Management Limited (**PML**), Pentex Energy Limited (**PEL**), Pentex Oil Limited (**POL**), Pentex Oil UK Limited (**POUL**) and Pentex Oil & Gas Limited (**POGL**) in favour of the Security Trustee;

**"Debenture"** means the debenture to be granted on or about the day hereof by PML, PEL, POL, POUL and POGL in favour of the Security Trustee;

**"Deed of Accession"** means a deed of accession substantially in the form set out in Part 1 Schedule 13 (*Accession Deeds*) of the Facility Agreement required to be executed by the Company as an Additional Guarantor pursuant to the Facility Agreement;

**"Facility"** means the term loan facility provided under the Facility Agreement as described in Clause 2.1 (*The Facility*) of the Facility Agreement;

**"Facility Agreement"** means the facility agreement dated 5 May 2004 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 Mandated Lead Arranger, the Lenders named in that agreement and ABN AMRO Bank N.V. as Agent and as Security Trustee as amended and restated on 13 July 2005;

**"Fee Letters"** means any letter or letters dated on or about [5 May 2004] setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement;

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

**"Guarantor"** means an Original Guarantor or an Additional Guarantor;

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

**"Hedging Bank"** means any Lender or any Affiliate of any Lender with which a Borrower 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;

**"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;

**"Holding Company"** means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

**"Intercreditor Deed of Accession"** means a deed of accession to the Security Trust and Intercreditor Deed required to be executed by POL as an Additional Guarantor pursuant to the Facility Agreement;

**"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;

**"Lender"** means:

(a) any Original Lender; and

(b) any bank, financial institution, trust fund or other entity which has become a Party in accordance with Clause 27 (*Changes to the Parties*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;

**"Mandated Lead Arranger"** means ABN AMRO BANK, N.V., as a mandated lead arranger of the Facilities;

**"Obligor"** means each Borrower and each Guarantor;

**"Original Borrower"** means Star Energy Group plc (company number 05054503), Star Energy Limited (company number 3806814), Star Energy (East Midlands) Limited (company number 3966330), Star Energy UK Onshore Limited (company number 1021095) and Star Energy HG Gas Storage Limited (company number 4689011);

**"Original Guarantor"** means each of the Original Borrowers, in their capacity as guarantors;

**"Original Lender"** means ABN AMRO Bank N.V., Barclays Bank PLC, BNP Paribas and The Governor and Company of the Bank of Scotland;

**"Party"** means a party to the Facility Agreement;

**"Pentex Hedging Agreements"** means:

(a) the commercial hedging agreements in force on the Acquisition Closing Date between the Target Entities and HBOS Treasury Services plc, as Hedging Bank; and

(b) a commercial hedging agreement to be entered into by SEG with a Hedging Bank within 10 Business days from the Acquisition Closing Date;

**"Pledged Securities"** means 20,034,840 Ordinary Shares in the share capital of Pentex Oil Limited (Registered No: 152506) which are to be transferred, or which have been transferred, to the Security Trustee or its nominees, and all other securities (if any) which are thereafter transferred or delivered to the Security Trustee to be held subject to the terms and conditions of the POL Share Pledge;

**"POL Floating Charge"** means the Scottish law floating charge given by POL in favour of the Security Trustee;

**"POL Share Pledge"** means the Scottish law share pledge given by POL in respect of its shares in POUL in favour of the Security Trustee;

**"Project Account"** means any account of a Borrower so designated and maintained pursuant to Clause 22 (*Project Accounts*) of the Facility Agreement;

**"Security Trust and Intercreditor Deed"** means the intercreditor agreement dated 5 May 2004 between the Security Trustee, the Agent, and acknowledged and agreed to by the Obligors, as amended and restated with effect from 13 July 2005;

**"Security Trustee"** means ABN AMRO BANK N.V, in its capacity as security trustee for and on behalf of the Finance Parties pursuant to the Security Trust and Intercreditor Deed and any successor appointment in accordance with the terms of the Security Trust and Intercreditor Deed;

**"SEG"** means Star Energy Group PLC (company number 05054503);

**"Subsidiary"** means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;

**"Target Entities"** means Pentex Management Limited (company number 05054503), Pentex Energy Limited (company number 01915605), Pentex Oil Limited (company number SC152506), Pentex Oil UK Limited (company number SC073966) and Pentex Oil & Gas Limited (company number 02275006);



**"Technical Bank"** means The Governor and Company of the Bank of Scotland;

This is the Appendix C referred to in Form 155(6)a declared by the directors of the Company on [•] 5 August 2005.

# PENTEX OIL LIMITED

(Company No. SC152506)

(the "Company")

## Appendix D

- 1 By acceding to the Facility Agreement as an Additional Guarantor, POL will irrevocably and unconditionally jointly and severally
  - (a) guarantee to each Finance Party punctual performance by each Borrower of that Borrower's obligations under the Finance Documents;
  - (b) undertake to pay immediately on demand an amount equal to any amount when due under or in connection with any Finance Document as if it were the principal obligor;
  - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by it if any obligation guaranteed by the Company is or becomes unenforceable, invalid or illegal;
  - (d) *make certain representations to the Finance Parties; and*
  - (e) undertake to comply with certain general undertakings, including an undertaking not to create or permit to subsist any security over any of its assets and not to dispose of any of its assets (in each case, subject to certain exceptions).
- 2 By acceding to the Security Trust and Intercreditor Deed, POL covenants that it will pay the amounts owing under the Finance Documents and agrees that any sum owed to it by any other member of the Star Group will be subordinated to the sums owed by such members of the Star Group to the Secured Creditors from time to time.
- 3 Under the Corporate Guarantee, POL will, *inter alia*;
  - (a) unconditionally guarantee to the Security Trustee as trustee for each Finance Party the payment and discharge of all the Secured Liabilities;
  - (b) acknowledge and agree that the Corporate Guarantee and the rights of set off contained in it shall be a continuing security and shall extend to cover the ultimate balance of Secured Liabilities due at any time to the Security Trustee;
  - (c) on demand by the Security Trustee, execute whatever documents the Security Trustee may require to perfect its security;
  - (d) agree that its liability under the Corporate Guarantee shall not be discharged or affected by anything that would have discharged or affected it if it had been a principal debtor instead of a guarantor; and
  - (e) agree that the Security Trustee shall have a lien on all securities or other property deeds and documents of the Company which it holds from time to time.
- 4 Under the Debenture, POL will, *inter alia*:
  - (a) charge in favour of the Security Trustee with full title guarantee as security for the payment of all Liabilities by way of first legal mortgage all Real Property in England and Wales now belonging to it , by way of first equitable charge, all other Chargor's Real Property now belonging to it and all Chargor's Real Property acquired by it in the future;

and by way of first fixed charge, all its present and future right, title and interest in and to (i) all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in future due, owing or payable to any Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind; (ii) Bank Accounts; (iii) Investments; (iv) Intellectual Property; (v) uncalled capital and goodwill; (vi) the Licenses and any sums receivable in connection therewith; (vii) beneficial interest in any pension fund; (viii) any plant and machinery (except that mortgaged or charged under the legal mortgage and equitable charge described above but including that described in Schedule 7 (*Plant and Machinery*) of the Debenture; (ix) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits; and (x) rights under any agreement for the sale of any Charged Asset;

- (b) charge with full title guarantee in favour of the Security Trustee as security for the payment of all Liabilities (whether of that or any other Chargor) by way of first floating charge its undertaking and all its assets, both present and future (including the Excluded Property and assets expressed to be charged by Clause 3 (*Fixed Charges*) of the Debenture);

- (c) subject to the provisions of Clause 15.2 (*Relevant Agreements*) of the Debenture, assign with full title guarantee in favour of the Security Trustee as security for the payment of all Liabilities, all its present and future right, title and interest in and to (i) the Assigned Agreements, including all moneys payable to the relevant Chargor and any claims, awards or judgments in favour of that Chargor under or in connection with any Assigned Agreement; (ii) the Insurances and all related proceeds, claims of any kind, returns of premium and other benefits; (iii) any agreements, contracts and insurances relating to Real Property, including all monies payable to the Chargors; (iv) any claims, awards and judgments in favour of the Chargors, under or in connection with any agreement, contracts and insurances relating to Real Property; and (v) any Hedging Agreements including all monies payable to the Chargors and any claims, awards and judgments in favour of received by the Chargors or the Lenders or in connection with or pursuant to the Hedging Agreements;

- (c) undertake not to create or permit to subsist any Security over any of its assets nor to, part with, sell, lease, transfer, charge or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any of its assets or any share in any other Obligor held by it, whereby they are or may be leased or re-acquired by any other Obligor; nor to sell, transfer or otherwise dispose of any of its receivables on recourse terms; nor to 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 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, except as permitted by Clause 25.3 (*Negative pledge*) and by Clause 25.1 (*Disposals*) of the Facility Agreement;

- (d) as soon as possible or if the Security Trustee requires, POL shall

- (i) perfect or protect the Charges or priority of the Charges; or.

- (ii) facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction.

- (e) within three Business Days of demand, pay to the Security Trustee the amount of all costs, losses, liabilities, and expenses (including legal fees) incurred by any Finance Party, any Receiver or any Delegate in relation to any Finance Document in connection with the administration, protection, realisation, enforcement or preservation of any rights in connection with the Debenture or any other consideration by the Security Trustee as to

whether to release or enforce the same, and/or amendment, waiver, consent or release of any Finance Document and/or any other document referred to in the Debenture.

(5) By executing the POL Share Pledge, POL (amongst other things):

(a) undertakes to the Security Trustee to pay or discharge to the Security Trustee the Secured Liabilities on the due date therefore in accordance with the terms of the Finance Documents to which it is party, including the POL Share Pledge;

(b) as security for the Secured Liabilities assigns to the Security Trustee its whole right, title and interest and benefit in and to the Pledged Securities;

(c) undertakes upon execution of the POL Share Pledge to transfer to the Security Trustee (as trustee for each Finance Party) or its nominees, by duly stamped transfer, such of the Pledged Securities as at the date of the POL Share Pledge have not been so transferred and to issue certificates representing the Pledged Securities in the name of the Security Trustee or such nominee as appropriate;

(d) shall for so long as the POL Share Pledge is in force pay duly and promptly all calls which may from time to time be made in respect of any unpaid monies under any Pledged Securities and/or any other monies which it may lawfully be required to pay in respect of any Pledged Securities, and in case of an Event of Default the Security Trustee may, if it thinks fit, make such payments on behalf of POL;

(e) shall execute and do all such assurances, acts and things as the Security Trustee may require for perfecting or protecting the security created by or pursuant to the POL Share Pledge over the Pledged Securities or for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions vested in the Security Trustee, and shall, in particular, on demand forthwith sign, seal, execute, deliver and complete all transfers, assignments, renunciations, mandates, instructions, deeds and documents of every kind and do or cause to be done, all acts and things of every kind which the Security Trustee may specify by written notice to POL to perfect the interest of the Security Trustee or to enable the Security Trustee or the nominees of the Security Trustee to exercise any rights or powers attaching to the Pledged Securities or to vest the Pledged Securities in the Security Trustee or the nominees of the Security Trustee, or to enable the Security Trustee to sell or dispose of the Pledged Securities or otherwise to enforce or exercise any rights or powers under or in connection with its security;

(f) shall pay on demand to the Security Trustee all reasonable costs, charges and expenses incurred and all payments made by the Security Trustee in the lawful exercise of the powers conferred by the POL Share Pledge whether or not occasioned by any act, neglect or default of POL; and

(g) shall indemnify the Security Trustee and every attorney, agent or other person appointed by the Security Trustee in respect of all liabilities and expenses properly incurred by them or him in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant to the POL Share Pledge and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anywise relating to the Pledged Securities and in respect of the occurrence of an Event of Default.

(6) By executing the POL Floating Charge, POL will, among other things:

(a) covenant with the Security Trustee (as trustee for each Finance Party) that it will pay or discharge the Secured Liabilities on the respective due dates therefor in the manner provided in the Security Documents;

(b) as security for the payment of all Secured Liabilities, charge in favour of the Security Trustee (as trustee for each Finance Party) by way of floating charge all its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future;

(c) not otherwise than as permitted by the Facility Agreement create or permit to subsist any encumbrance over all or any part of the Security Assets; or part with, sell, transfer or otherwise

dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets;

(d) pay on demand all costs, charges and expenses incurred and all payments made by the Security Trustee or any Receiver appointed hereunder in the lawful exercise of the powers conferred by the POL Floating Charge whether or not occasioned by any act, neglect or default of POL;

(e) indemnify the Security Trustee and every Receiver, attorney, agent or other person appointed by the Security Trustee under the POL Floating Charge in respect of all liabilities and expenses properly incurred by them or him in the due and proper execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant to the POL Floating Charge and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anywise relating to the Security Assets and in respect of the occurrence of any Event of Default; and

(f) at its own expense execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting or protecting the security over the Security Assets or any part thereof or for facilitating the realisation of such property and in the exercise of all powers, authorities and discretions vested in the Security Trustee or in any Receiver of such property or any part thereof or in any such delegate or sub-delegate as aforesaid. POL shall in particular execute all transfers, conveyances, assignments and assurances of such property whether to the Security Trustee or to its nominees and give all notices, orders and directions which the Security Trustee may think expedient.

**"Acceding Company"** means each company which executes and delivers an Acceding Guarantee to the Security Trustee;

**"Acceding Guarantee"** means any Guarantee or Guarantees executed and delivered to the Security Trustee after the date of the Corporate Guarantee by any holding company or subsidiary of a Principal on account of the Secured Liabilities;

**"Acceptable Counterparty"** means any Hedging Bank or any financial institution whose long-term unsecured indebtedness is rated not less than A- from Standard & Poor's;

**"Account Banks"** means ABN AMRO BANK N.V and BARCLAYS BANK PLC as holders of the Project Accounts;

**"Acquisition Closing Date"** means the date on which the acquisition by SEG of the entire issued share capital of Pentex Management Limited (registered number 4286539) is completed;

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 27.9 (*Additional Guarantors*) of the Facility Agreement;

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

**"Agent"** means ABN AMRO BANK N.V., as agent of the Finance Parties;

**"Assigned Agreements"** means the agreements listed in Part 2 of Schedule 6 (*Intangible Property*) of the Debenture;

**"Bank Accounts"** of any 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;

**"Borrowers"** means Star Energy Group plc, Star Energy Limited, Star Energy (East Midlands) Limited, Star Energy UK Onshore Limited and Star Energy HG Gas Storage Limited;

**"Business Days"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

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

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Debenture;

**"Chargor"** means each of PML, PEL, POL, POUL and POGL;

**"Chargor's Real Property"** means freehold and leasehold property in England and Wales and any 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);

**"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 and each Pentex Hedging Agreement;

**"Commitment Letter"** means the letter agreement dated on or about the date of the Facility Agreement from the Mandated Lead Arranger to the Original Borrowers in relation to its underwriting commitment, an arrangement fee and certain matters relating to syndication of the facility;

**"Construction Contract"** means the construction agreement dated on or about 5 May 2004 between Star Gas Storage and the Contractor relating to the construction and commissioning of the Storage Facility by the Contractor;

**"Construction Contract Documents"** means:

- (a) the Construction Contract;
- (b) the Construction Contract Guarantee;

**"Construction Contract Guarantee"** means the parent company guarantee from the Contractor Guarantor of the performance of the Contractor's obligations under the Construction Contract;

**"Contractor"** means Amec Group Limited (registered number 04612748) or any person at such time acting as a contractor to Star Gas Storage under a contract replacing the Construction Contract;

**"Contractor Direct Agreement"** means the direct agreement dated on or about 5 May 2004 between Star Gas Storage, the Agent, the Security Trustee, the Contractor and the Contractor Guarantor in respect of the Construction Contract Documents, or any replacement agreement.

**"Contractor Guarantor"** means Amec plc (registered number 01675285);

**"Corporate Guarantee"** means the guarantee to be granted on or about the date hereof by Pentex Management Limited (**PML**), Pentex Energy Limited (**PEL**), Pentex Oil Limited (**POL**), Pentex Oil UK Limited (**POUL**) and Pentex Oil & Gas Limited (**POGL**) in favour of the Security Trustee;

**"Debenture"** means the debenture to be granted on or about the day hereof by PML, PEL, POL, POUL and POGL in favour of the Security Trustee;

**"Debentures"** means each of:

- (a) the SEG Debenture;
- (b) the Star Energy Debenture;

- (c) the Star East Midlands Debenture;
- (d) the Star Gas Storage Debenture; and
- (e) the Star Onshore Debenture.

**"Deed of Accession"** means a deed of accession substantially in the form set out in Part 1 of Schedule 13 (Accession Deeds) of the Facility Agreement;

**"Delegate"** means a delegate or sub-delegate appointed under Clause 18.2 (*Delegation*) of the Debenture;

**"Direct Agreements"** means:

- (a) the Gas Storage Consent to Assignment;
- (b) the Transco Consent to Assignment; and
- (c) the Contractor Direct Agreement;

**"Event of Default"** means any event or circumstance specified as such in Clause 26 (*Events of Default*) of the Facility Agreement;

**"Excluded Property"** means the Chargor's Real Property that is leasehold and requires the relevant landlord's consent to charge the relevant lease to the Security Trustee listed in Part II of Schedule 4 (*Real Property*) of the Debenture;

**"Facility"** means the term loan facility provided under the Facility Agreement as described in Clause 2.1 (*The Facility*) of the Facility Agreement;

**"Facility Agreement"** means the facility agreement dated 5 May 2004 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 Mandated Lead Arranger, the Lenders named in that agreement and ABN AMRO Bank N.V. as Agent and as Security Trustee as amended and restated on 13 July 2005;

**"Fee Letters"** means any letter or letters dated on or about the date of the Facility Agreement setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement;

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

**"Finance Document"** means the Facility Agreement, the Security Trust and Intercreditor Deed, the New Finance Documents, the Security Documents, with effect from the Acquisition Closing Date, the Supplemental Security Documents, with effect from the Acquisition Closing Date, the Target Security Documents, the Direct Agreements, the Hedging Programme, any Hedging Agreement, the Fee Letters, any Deed of Accession, the Commitment Letter, all other documents executed from time to time pursuant to any of the foregoing to which a Borrower and any Finance Party is a party, and any present or future document confirming or evidencing any Security or guarantee for, or in relation to, any Obligor's obligations under any Finance Document and all other documents designated as such by the Agent and the Borrowers;

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

- (d) the amount of any liability in respect of any finance lease, operating lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) shares which are expressed to be redeemable;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above; and
- (k) any other indebtedness similar or analogous to any of the items in (a) to (j) above;

**"Gas Storage Consent to Assignment"** means the consent to assignment dated on or about 5 May 2004 between Star Energy HG Gas Storage Limited, the Agent, the Security Trustee and the Gas Storage Trader in respect of the Gas Storage Agreement, or any replacement thereof;

**"Gas Storage Agreement"** means the gas storage agreement dated on or about 5 May 2004 between Star Gas Storage and the Gas Storage Trader relating to the provision of gas storage services at the Storage Facility.

**"Gas Storage Trader"** means Vitol S.A.;

**"Guarantee"** means the Corporate Guarantee which term includes and extends to any separate or independent stipulation or agreement contained in the Corporate Guarantee, including, for the avoidance of doubt and without limitation the provisions set in Clause 4 of the Corporate Guarantee relating to set off;

**"Guarantor"** means an Original Guarantor or an Additional Guarantor;

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

**"Hedging Bank"** means any Lender or any Affiliate of any Lender with which a Borrower 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;

**"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;

**"Holding Company"** means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

**"Insurances"** of any 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 any 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 a Chargor means:

- (a) the investments described in Schedule 5 (*Investments*) of the Debenture;
- (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 Original Lender; and
- (b) any bank, financial institution, trust fund or other entity which has become a Party in accordance with Clause 27 (*Changes to the Parties*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;

**"Liabilities"** means all present and future moneys, debts and liabilities due, owing or incurred by each 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);

**"Licences"** means the licences listed in Part 1 of Schedule 6 (*Intangible Property*) of the Debenture and any other licences, permits or consents subsequently acquired by any Chargor;

**"Mandated Lead Arranger"** means ABN AMRO BANK, N.V., as a mandated lead arranger of the Facilities;

**"Minimum Connection Agreement"** means the minimum connection agreement concluded on 21 October 2002 between Star Energy and Transco;

**"New Finance Documents"** means New Finance Documents as defined in the amendment and restatement agreement dated on or about 7 July 2005 between, among others, SEG and the Agent;

**"Obligor"** means each Borrower and each Guarantor;

**"Original Borrower"** means Star Energy Group plc (company number 05054503), Star Energy Limited (company number 3806814), Star Energy (East Midlands) Limited (company number 3966330), Star Energy UK Onshore Limited (company number 1021095) and Star Energy HG Gas Storage Limited (company number 4689011);

**"Original Guarantor"** means each of the Original Borrowers, in their capacity as guarantors;

**"Original Lender"** means ABN AMRO Bank N.V., Barclays Bank PLC, BNP Paribas and The Governor and Company of the Bank of Scotland;

**"Party"** means a party to the Facility Agreement;

**"Pentex Hedging Agreements"** means:

(a) the commercial hedging agreements in force on the Acquisition Closing Date between the Target Entities and HBOS Treasury Services plc, as Hedging Bank; and

(b) a commercial hedging agreement to be entered into by SEG with a Hedging Bank within 10 Business days from the Acquisition Closing Date;

**"Pledged Securities"** means 20,034,840 Ordinary Shares in the share capital of Pentex Oil Limited (Registered No: 152506) which are to be transferred, or which have been transferred, to the Security Trustee or its nominees, and all other securities (if any) which are thereafter transferred or delivered to the Security Trustee to be held subject to the terms and conditions of the POL Share Pledge;

**"POL Floating Charge"** means the Scottish law floating charge given by POL in favour of the Security Trustee;

**"POL Share Pledge"** means the Scottish law share pledge given by POL in respect of its shares in POUL in favour of the Security Trustee;

**"Principal"** means each company (other than a Released Principal) whose name is listed in paragraph (1) of Schedule 1 of the Corporate Guarantee or who is or becomes a Principal in terms of paragraph (2) of Schedule 1 of the Corporate Guarantee by being an Acceding Company. Where more than one company is comprised in the term Principal reference to the Principal shall (where the context admits) mean each and every such company and, where by any agreement with the Principal and the Security Trustee any person assumes all or any part of the liability of the Principal to the Security Trustee in substitution for the Principal, the Guarantor's liability under the Corporate Guarantee shall not be discharged, reduced or affected, but the Corporate Guarantee shall take effect as if the expression Principal included such person;

**"Project Account"** means any account of a Borrower so designated and maintained pursuant to Clause 22 (*Project Accounts*) of the Facility Agreement;

**"Real Property"** means all of the relevant Chargor's Real Property except for the Excluded Property as set out in Part 2 of Schedule 4 (*Real Property*) of the Debenture;

**"Receiver"** means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver;

**"Released Principal"** means a Principal released from the Secured Liabilities by the Security Trustee in writing;

**"Secured Creditor"** means the Agent, the Security Trustee, the Account Bank, the Technical Bank, the Mandated Lead Arranger, each Lender and each Hedging Bank;

**"Secured Liabilities"** means, in respect of the Principal, all of its present and future obligations and liabilities to each Finance Party under the Corporate Guarantee and each other Finance Document, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all

obligations to indemnify (to the extent expressly contained in a Finance Document or the Facility Agreement) the Security Trustee;

**"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;

**"Security Assets"** means all assets, rights and property of POL the subject of any security created under the POL Floating Charge;

**"Security Documents"** means:

(a) the Debentures;

(b) all agreements and other documents executed from time to time pursuant to any of the foregoing including all notices of assignment given pursuant to, and as contemplated by, the Debentures and the acknowledgements to the notices of assignment and any present or future document confirming or evidencing any Security or guarantee for, or in relation to, the Secured Liabilities;

(c) with effect from the Acquisition Closing Date: (i) the Supplemental Security Documents; and (ii) the Target Security Documents; and

(d) any other agreement or document which the Security Trustee may from time to time designate as a Security Document with the consent of the Borrower (such consent not to be unreasonably withheld or delayed);

**"Security Trust and Intercreditor Deed"** means the intercreditor agreement dated 5 May 2004 between the Security Trustee, the Agent, and acknowledged and agreed to by the Obligors, as amended and restated with effect from 13 July 2005;

**"Security Trustee"** means ABN AMRO BANK N.V, in its capacity as security trustee for and on behalf of the Finance Parties pursuant to the Security Trust and Intercreditor Deed and any successor appointment in accordance with the terms of the Security Trust and Intercreditor Deed;

**"SEG"** means Star Energy Group PLC (company number 05054503);

**"SEG Debenture"** means the debenture between SEG and the Security Trustee dated on or about 5 May 2004;

**"Star East Midlands"** means Star Energy (East Midlands) Limited (company number 3966330);

**"Star East Midlands Debenture"** means the debenture between Star East Midlands and the Security Trustee dated on or about 5 May 2004;

**"Star Energy"** means Star Energy Limited (company number 3806814);

**"Star Energy Debenture"** means the debenture between Star Energy and the Security Trustee dated on or about 5 May 2004;

**"Star Gas Storage"** means Star Energy HG Gas Storage Limited (company number 4689011);

**"Star Gas Storage Debenture"** means the debenture between Star Gas Storage and the Security Trustee dated on or about 5 May 2004;

**"Star Group"** means the group of companies from time to time of which SEG is the ultimate parent company (including any companies acquired by any member of the Star Group after the date of the Facility Agreement and as from the Acquisition Closing Date, the Target Entities);

**"Star Onshore"** means Star Energy UK Onshore Limited (company number 1021095);

**"Star Onshore Debenture"** means the debenture between Star Onshore and the Security Trustee dated on or about 5 May 2004;

**"Storage Facility"** means the gas storage facility to be located at Humbly Grove, Hampshire, together with all ancillary pipelines and plant, equipment and machinery;

**"Subsidiary"** means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;

**"Supplemental Debentures"** means each of:

- (a) the Supplemental SEG Debenture;
- (b) the Supplemental Star Energy Debenture;
- (c) the Supplemental Star East Midlands Debenture;
- (d) the Supplemental Star Gas Storage Debenture; and
- (e) the Supplemental Star Onshore Debenture.

**"Supplemental Security Documents"** means:

- (a) the Supplemental Debentures; and
- (b) all agreements and other documents executed from time to time pursuant to any of the foregoing including all notices of assignment given pursuant to, and as contemplated by, the Supplemental Debentures and the acknowledgements to the notices of assignment and any present or future document confirming or evidencing any Security or guarantee for, or in relation to, the Secured Liabilities.

**"Supplemental SEG Debenture"** means the second ranking debenture between SEG and the Security Trustee dated on or about the Acquisition Closing Date;

**"Supplemental Star East Midlands Debenture"** means the second ranking debenture between Star East Midlands and the Security Trustee dated on or about the Acquisition Closing Date;

**"Supplemental Star Energy Debenture"** means the second ranking debenture between Star Energy and the Security Trustee dated on or about the Acquisition Closing Date;

**"Supplemental Star Gas Storage Debenture"** means the second ranking debenture between Star Gas Storage and the Security Trustee dated on or about the Acquisition Closing Date;

**"Supplemental Star Onshore Debenture"** means the second ranking debenture between Star Onshore and the Security Trustee dated on or about the Acquisition Closing Date;

**"Target Entities"** means Pentex Management Limited (company number 05054503), Pentex Energy Limited (company number 01915605), Pentex Oil Limited (company number SC152506), Pentex Oil UK Limited (company number SC073966) and Pentex Oil & Gas Limited (company number 02275006);

**"Target Security Documents"**

- (a) an English law debenture dated on or about the Acquisition Closing Date between the Target Entities and the Security Trustee granting a fixed and floating charge over all the assets specified therein;
- (b) a Scottish law floating charge dated on or about the Acquisition Closing Date between POL and the Security Trustee granting a floating charge over all the assets specified therein;

- (c) a Scottish law floating charge dated on or about the Acquisition Closing Date between POUL and the Security Trustee granting a floating charge over all the assets specified therein;
- (d) a Scottish law assignment of accounts dated on or about the Acquisition Closing Date between POGL and the Security Trustee pursuant to which POUL assigns by way of security all of its right, title and interest in and to the accounts specified therein;
- (e) a Scottish law assignment of accounts dated on or about the Acquisition Closing Date between POUL and the Security Trustee pursuant to which POUL assigns by way of security all of its right, title and interest in and to the accounts specified therein;
- (f) an English law corporate guarantee dated on or about the Acquisition Closing Date given by the Target Entities in favour of the Security Trustee;
- (g) a Scottish law share pledge dated on or about the Acquisition Closing Date made by POL in favour of the Security Trustee; and
- (h) a Scottish law share pledge dated on or about the Acquisition Closing Date made by POL in favour of the Security Trustee;

**"Technical Bank"** means The Governor and Company of the Bank of Scotland;

**"Transco"** means Transco plc;

**"Transco Consent to Assignment"** means the Transco acknowledgement dated on or about 5 May 2004 from Transco to Star Gas Storage, the Agent and the Security Trustee in respect of the Minimum Connection Agreement, or any replacement thereof;

This is the Appendix D referred to in Form 155(6)a declared by the directors of the Company on  
5 August 2005.

**PENTEX OIL LIMITED**

**(Company No.SC152506)**

**(the "Company")**

**Appendix E**

The date on which the assistance is to be given is any one or more dates falling on or 8 August 2005 but no later than the date falling one week after the date of this Statutory Declaration.

This is the Appendix E referred to in the Form 155(6)a declared by the directors of the Company on  
5 August 2005.



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Our ref mm/sm

Our Contact Mike Maloney  
0207 311 8314

5 August 2005

Dear Sirs

**Auditors' report to the directors of Pentex Oil Limited (the "Company") pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 5<sup>th</sup> August 2005 in connection with the proposal that Pentex Oil UK Limited, of which the Company is a holding company, should give financial assistance for the purchase of the ordinary shares of the Company by Star Energy Group plc.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG Audit Plc