

# MR04

## Statement of satisfaction in full or in part of a charge

ashurst

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✓ **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  
against a company

✗ **What this form is for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against a company  
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08/01/2014

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COMPANIES HOUSE

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[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 1 Company details

Company number 0 5 3 2 1 5 1 9

Company name in full Salamander Energy Group Limited (the "Company")

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation ①

When was the charge created?

→ **Before 06/04/2013** Complete **Part A and Part C**

→ **On or after 06/04/2013** Complete **Part B and Part C**

① **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

## Part A Charges created before 06/04/2013

10

### A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date <sup>d</sup>1 <sup>d</sup>7 <sup>m</sup>1 <sup>m</sup>2 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>2

② **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description A share pledge agreement dated 17 December 2012 made  
between the Company and Standard Chartered Bank (Hong Kong)  
Limited as security trustee (the "Share Pledge")

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

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**A3****Short particulars of the property or undertaking charged**

Short particulars

Please give the short particulars of the property or undertaking charged

The pledge

(A) The Company pledged and charged in favour of the Security Trustee, by way of first priority security, and by way of first fixed charge all its rights title and interest, both present and future, to the Charged Assets

(B) The Company, as the registered legal and beneficial holder of the Charged Assets and with full title guarantee, pledged by way of first fixed charge in favour of the Security Trustee the Charged Assets

(C) The Company charged by way of first fixed charge all of its interest in

(a) any dividend or interest paid or payable in relation to the Charged Assets, and

(b) any right, money or property accruing or offered at any time in relation to the Charged Assets by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Negative pledge and undertakings

(D) The Company further covenanted with the Security Trustee that during the Security Period, it shall not without prior written consent of the Security Trustee

(a) (save as permitted under the Facility Agreement) without prior consent in writing of the Security Trustee, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them,

(b) consent to, vote for, nor permit (i) any reduction of the authorised share capital of SECKL or SECKL's share premium account, (ii) the variation of any rights relating to the Charged Assets, and (iii) any increase in the share capital of SECKL or allotment of unissued shares, except where such shares are issued or allotted to the Company and are subject to the security created by the Share Pledge or are issued and allotted to the Security Trustee,

(c) suffer or permit SECKL to make any alteration to, grant any rights in relation to or otherwise re-organise, redeem or purchase or reduce the share capital or reserves of SECKL in any way or enter into any composition or arrangement with its creditors or any class of creditors of SECKL,

(d) do any act or pass any resolutions for the purpose of changing the directors of SECKL as registered on the date hereof, unless with the prior written consent of the Security Trustee,

Please see continuation sheet

**Continuation page**

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

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## Part B Charges created on or after 06/04/2013

**B1**

### Charge code

Please give the charge code This can be found on the certificate

Charge code ①

				-					-				
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① Charge code

This is the unique reference code allocated by the registrar

## Part C To be completed for all charges

**C1**

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

☒ In full

☐ In part

**C2**

### Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Ashurst LLP

Surname

Please give the address of the person delivering this statement

Building name/number

Broadwalk House

Street

5 Appold Street

Post town

London

County/Region

Postcode

E C 2 A 2 H A

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Legal counsel to the Company as chargor

**C3**

### Signature

Please sign the form here

Signature

Signature

X Ashurst LLP. X

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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 AMCLAR/SAL19 00013/33141658

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

Country/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



## 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

### Part A Charges created before 06/04/2013

- ☐ You have given the charge date  
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

### Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1  
☐ You have given the details of the person delivering this statement in Section C2  
☐ 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,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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A3

### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

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(e) convene any meeting with a view either to the alteration of any of the provisions of SECKL's memorandum and articles of association, or other constitutional documents or to passing a resolution that SECKL be wound up or enter into liquidation or other similar process,

(f) suffer or permit SECKL to permit any person other than the Company or the Security Trustee or any person named by the Security Trustee to be registered as the holders of the Charged Assets or any part thereof,

(g) do or cause or permit to be done anything which in any way depreciates, jeopardises or otherwise materially prejudices the value of the security created by the Share Pledge,

(h) exercise its rights of subrogation, reimbursement and indemnity against SECKL,

(i) take or receive any charge, lien, pledge or Security or enter into any agreement or arrangement having the effect of creating a security interest from SECKL in respect of the liability of the Company under the Share Pledge

Note in this MR04

"Charged Assets" means all or any of the Existing Shares, the Future Shares, and all other assets of the Company which are the subject of any security created by the Share Pledge,

"Existing Shares" means

(a) the entire issued share capital of SECKL, being at the date of the Share Pledge, 300 issued ordinary shares of SECKL legally and beneficially owned by the Company,

(b) all Related Investment Rights in respect thereof, and

(c) all Related Property Rights in respect thereof,

"Facility Agreement" means the term loan facility agreement dated 17 December 2012 between, among others, the Company and the Security Trustee,

"Finance Party" has the meaning given to it in the Facility Agreement and includes, among others, the Security Trustee and the banks that are party to the Facility Agreement,

"Finance Documents" has the meaning given to it in the Facility Agreement and includes, among other things, the Share Pledge and the Facility Agreement,

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**A3**

### Short particulars of the property or undertaking charged

Short particulars

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"Future Shares" means any further shares, other securities or instruments of any kind in SECKL issued after the date of the Share Pledge to the Company (whether in addition to or in exchange or substitution for or replacement of any of the Existing Shares or otherwise), all Related Investment Rights in respect thereof and all Related Property Rights in respect thereof,

"Related Investment Rights" means all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Existing Shares and/or the Future Shares and all money or property accruing or offered at any time by way of conversion, redemption, substitution, exchange, bonus, preference, option, dividend, distribution, interest, or otherwise in respect of the Existing Shares and/or the Future Shares;

"Related Property Rights" means, in relation to any property or asset

(a) the proceeds of sale and/or other realisation of that property or asset (or any part thereof or interest therein),

(b) all Security, options, agreements, rights, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property or asset; and

(c) all rights under any agreement in respect of such property or asset;

"SECKL" means Salamander Energy (Central Kalimantan) Limited, a limited liability company organised and existing under the laws of Belize registered under number 98,047,

"Secured Liabilities" means all monies and all obligations and liabilities due 17 December 2012 or thereafter, owing or incurred by all or any of the Transaction Parties to all or any of the Finance Parties under or pursuant to the Finance Documents, in each case, when the same become(s) due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to a Finance Party or purchased (whether by assignment or otherwise) or acquired in any other way by it, denominated in dollars or any other currency, or incurred on any current or other banking account or in any other manner whatsoever,

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

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### Short particulars of the property or undertaking charged

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Short particulars

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"Security Period" means the period beginning on the date of the Share Pledge and ending on the date on which the Security Trustee has determined (acting reasonably) that all the Secured Liabilities (whether actual or contingent) have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding,

"Security Trustee" means Standard Chartered Bank (Hong Kong) Limited as security trustee for the Finance Parties under the Facility Agreement, and

"Transaction Parties" has the meaning given to it in the Facility Agreement and includes, among others, the Company and certain of its affiliates