

MG01

Particulars of a mortgage or charge

014/07/26



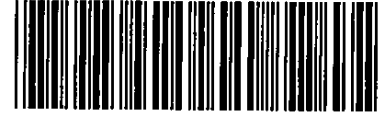
A fee is payable with this form

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

THURSDAY



APNEHW7K

A16

28/07/2011

229

COMPANIES HOUSE

1

Company details

Company number 05030838

Company name in full Endeavour Energy UK Limited (the "Company")

20 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 02/07/2011

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

An Assignment in Security between (1) the Company and (2) the Collateral
Agent (the "Assignment")

Terms used in this Form MG01 shall have the meaning given to them in this
Form MG01 and in the attached continuation sheets.

4

Amount secured

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

Amount secured

Please see attached continuation sheets

Continuation page

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

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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 Cyan Partners, LP (as agent and trustee for itself and each

Address of the other Secured Creditors) (the "Collateral Agent")

399 Park Avenue, 39th Floor, New York, USA

Postcode N Y 1 0 0 2 2

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

Please see attached continuation sheets

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Particulars of a mortgage or charge

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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 Nil

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).

9

Signature

Please sign the form here

Signature

Signature

XCMD Cameron McKenna LLP
27/07/2011

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 JAH0/MAMC/042158 00013

Company name CMS Cameron McKenna LLP

Address 2nd Floor

7 Castle Street

Post town

County/Region

Postcode E H 2 3 A H

Country

DX DX ED194 EDINBURGH

Telephone 0131 220 7676



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

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The Company covenants that it shall promptly on demand pay to the Secured Creditors, in accordance with the Credit Documents</p> <p>(1) The full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, PIK Interest (including, without limitation, all interest (including PIK Interest) that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganisation or similar proceeding of the Company at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding), fees, costs and indemnities) of the Company to the Lenders, whether in existence or incurred after the date of the Assignment under, arising out of, or in connection with, each Credit Document to which the Company is a party and the due performance and compliance by the Company with all of the terms, conditions and agreements contained in each such Credit Document,</p> <p>(11) The full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganisation or similar proceeding of the Company at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding) owing by the Company to the Approved Third Party Credit Providers under any Secured Hedging Agreement, whether in existence or arising after the date of the Assignment, and the due performance and compliance by the Company with all of the terms, conditions and agreements contained in each such Secured Hedging Agreement,</p> <p>(111) The full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganisation or similar proceeding of the Company at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding) owing by the Company to the Approved Third Party Credit providers under any Secured Reimbursement Agreement, whether in existence or arising after the date of the Assignment (including, without limitation, all obligations, liabilities and indebtedness of the Company under any Guaranty in respect of the Secured Reimbursement Agreements), and the due performance and compliance by the Company with all of the terms, conditions and agreements contained in each such Secured Reimbursement Agreement,</p> <p>(1v) Any and all sums advanced by the Collateral Agent in order to preserve the Collateral or preserve its security interest in the Collateral,</p> <p>(v) In the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Company referred to</p>	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

in paragraphs (1), (11) and (111) above, on and after the Enforcement Date, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realising on the Collateral, or of any exercise by the Collateral Agent of its rights under the Assignment, together with reasonable attorney's fees and court costs,

(vi) All amounts paid by any Indemnified Party as to which such Indemnified Party has the right to reimbursement under the Assignment, and

(vii) All amounts owing to any Agent pursuant to any of the Credit Documents in its capacity as such

The secured liabilities described in paragraphs (i) to (vii) above (the "Secured Liabilities") shall include extensions of credit of the types described in paragraphs (1) to (vii) above, whether outstanding on the date of the Assignment or extended from time to time after the date of the Assignment

Notwithstanding anything to the contrary contained in the Assignment or any other Credit Document, the aggregate amount of Secured Liabilities of the type described in paragraphs (11) and (111) above (collectively, the "Secured Third Party Credit Obligations") secured by the Collateral shall not at any time exceed \$35,000,000 (the "Secured Third Party Credit Obligations Cap") No amount of Secured Third Party Credit Obligations in excess of the Secured Third Party Credit Obligations Cap shall receive the benefit of the security interests created under the Debenture and in no event shall any proceeds received upon the sale of, collection from, or other realisation upon all or any part of the Collateral be applied to the Secured Third Party Credit Obligations in any amount in excess of the Secured Third Party Credit Obligations Cap

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 1 1 Clause 3 1 of the Assignment provides that the Company, as a continuing security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Collateral Agent (as agent and trustee for itself and each of the other Secured Creditors the Company's whole right, title, interest and benefit in and to (but not any of the obligations under) the following (after satisfaction in full of the First Assignment Liabilities and the Second Assignment Liabilities)
- 1 The joint operation agreement for P 592 Block 20/4b dated 2 September 1999,
 - 2 The Goldeneye unitisation and unit operating agreement dated 15 March 2002,
 - 3 The joint operating agreement for P 361 Block 29/1b dated 23 November 1988,
 - 4 The Triton joint facilities operating agreement dated 14 April 2000,
 - 5 The Bittern unitisation and unit operating agreement dated 23 January 2002,
 - 6 The joint operating agreement for P 213 Block 16/26a (Area A - "Alba Field Area") dated 10 October 1990,
 - 7 The joint operating agreement for P 218 and P 588 Blocks 15/21f and 15/21b dated 13 August 1987 (as it applies to the Ivanhoe Area, the Rob Roy Area and the Hamish Area by virtue of a Supplemental Agreement dated 31 December 1987),
 - 8 The joint operating agreement for P 226 Block 15/27 dated 21 January 1998 as it applies in the manner of a separate contract to Area A - "Renee" (as described in the agreement entitled "Amendment to the Joint Operating Agreement for United Kingdom Petroleum Production Licence P 226 for Block 15/27" dated 25 February 2000 (the "Amendment Agreement")),
 - 9 The joint operating agreement for P 226 Block 15/27 dated 21 January 1998 (as amended under the terms of the Amendment Agreement) as it applies in the manner of a separate contract to Area Beta - "Rochelle" (as defined in an agreement dated 23 December 2009 entitled "Amendment to the Joint Operating Agreements for United Kingdom Petroleum Production Licence P 226 for Block 15/27 Area B and United Kingdom Petroleum Production Licence P 226 for Block 15/27 Area C" under which Areas B and C (each as defined in the Amendment Agreement) were merged and a new Area Beta was created),
 - 10 The joint operating agreement for P 339 Block 15/28b ("Rubie Field Area") dated 26 January 1999,
 - 11 The joint operating agreement for P 219 Block 16/13a & 16/13e - "Enoch" dated 7 March 1986,
 - 12 The Enoch unitisation and unit operating agreement dated 1 July 2005,
 - 13 The Enoch PL Transport and Processing Agreement dated 24 February 2006,
 - 14 The joint operating agreement for P 1314 Block 23/16f - "Columbus"

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>dated 27 September 2006, and</p> <p>15 The joint operating agreement for P 255 Block 22/06a North - "Bacchus" dated 15 September 2006</p> <p>as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, together with all documents which are supplemental to, or are expressed to be collateral with, or are entered into pursuant to or in connection with, any such agreements (together "Agreements"), and</p> <ol style="list-style-type: none"> 1 The Petroleum Production Licence P.592 dated 3 June 1987, 2 The Petroleum Production Licence P 361 dated 16 December 1980, 3 The Petroleum Production Licence P 213 dated 15 March 1972, 4 The Petroleum Production Licence P.218 dated 15 March 1972, 5 The Petroleum Production Licence P 588 dated 3 June 1987, 6 The Petroleum Production Licence P.226 dated 15 March 1972, 7 The Petroleum Production Licence P 339 dated 16 December 1980, 8 The Petroleum Production Licence P 219 dated 15 March 1972, 9 The Petroleum Production Licence P.1314 dated 22 December 2005, and 10 The Petroleum Production Licence P 255 dated 30 November 1977 <p>(together the "Licenses" and the Licenses and the Agreement being together the "Project Agreements"), together with</p> <p>(a) all the rights and benefits now or in the future arising under, pertaining to or deriving from the Project Agreements,</p> <p>(b) all monies, debts and liabilities which now are or have been or at any time hereafter shall or may be or become due, owing or incurred to the Company under or in connection with the Project Agreements,</p> <p>(c) the proceeds of any claims, awards, decrees and judgments which may at any time be receivable or received by the Company in respect of the Project Agreements,</p> <p>(d) the right of the Company to rescind or otherwise terminate the Project Agreements,</p> <p>(e) the right to make demands under, or compel or require performance of, any Project Agreement or otherwise exercise all rights, remedies and discretions arising under or in connection with any Project Agreement or available at law or in equity or otherwise,</p> <p>(f) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising under or in connection with any Project</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agreement,

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

(h) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees or warranties in respect of such property or asset, and

(i) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset,

in each case to the extent those rights/assets referred to in (a) to (i) (inclusive) above are vested in the Company after satisfaction in full of the First Assignment Liabilities and the Second Assignment Liabilities

(all together the "Assigned Rights")

Notices of Assignment

1 2 Clause 4 1 of the Assignment provides that the Company agrees that the Collateral Agent and any of their respective agents may give notice of the relevant provisions of the Assignment to the Secretary of State

1 3 Clause 4 2 of the Assignment provides that the Company shall deliver to the Collateral Agent when it delivers the Assignment to the Collateral Agent duly executed and dated notices of assignment in the form set out in Part 1 of Schedule 2 of the Assignment (Form of Notice) or in such other form as the Collateral Agent may reasonably require in respect of the Assigned Rights

Deposit of Documents

1 4 The Company shall, promptly upon the request of the Collateral Agent from time to time, deliver to the Collateral Agent a copy of each Project Agreement as is then in effect and all such other documents relating to the Assigned Rights as the Collateral Agent may reasonably require.

Further Assurance

1 5 Clause 5 1 of the Assignment provides that the Company shall, subject to its obligations under the First Assignment and the Second Assignment, promptly do all such acts and execute all such documents (including assignments, assignments, transfers, mortgages, charges, notices and instructions) as the Collateral Agent may reasonably specify (and in such form as the Collateral Agent may reasonably require in favour of the Collateral Agent or its nominee(s)) to

(a) perfect the security created or intended to be created in respect of the Assigned Rights (which may include the execution by the Company of a mortgage, charge, assignment, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Assigned Rights),

(b) confer on the Collateral Agent Security over any assets of the Company located in any jurisdiction equivalent or similar to the security intended

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

to be created by, or pursuant to, the Assignment,

(c) facilitate the exercise of any rights, powers and remedies of the Collateral Agent or any Delegate provided by or pursuant to the Assignment or by law,

(d) facilitate the realisation of the assets which form part of, or are intended to form part of, the Assigned Rights,

(e) assign any Assigned Rights, and/or

(f) create fixed security over any heritable, freehold, commonhold or leasehold properties or other properties capable of being charged by way of fixed security

Necessary Action

1 6 Clause 3 2 of the Assignment provides that the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security created or intended to be created in favour of the Collateral Agent by or pursuant to the Assignment

Undertakings

General

1 7 From the date of the Assignment for so long as any amount is outstanding under the Assignment

Negative Pledge

1 8 the Company undertakes to the Collateral Agent that it shall (except as permitted by section 8 01 (Liens) of the Credit Agreement).

(a) not create or allow to exist any Security on, over, or affecting, any of its assets, and

(b) procure that no member of the Group creates or allows to exist any Security on, over, or affecting, any of its assets

Restriction on Disposals

1 9 The Company undertakes to the Collateral Agent that it shall (except as permitted by section 8 02 (Consolidation, Merger, Purchase or Sale of Assets, etc) of the Credit Agreement) not, either in a single transaction or in a series of transactions and whether related or not, dispose of the Assigned Rights or any part of them

Liability of Company

1 10 The Company undertakes and agrees with the Collateral Agent that, notwithstanding the assignment contained in Clause 3 (Grant of Security) of the Assignment, it shall remain liable to observe and perform all of

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Particulars of a mortgage or charge

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Short particulars

the obligations assumed by it under or in connection with the Project Agreements and the Collateral Agent (without prejudice to Clause 6 5 of the Assignment) shall not have or incur any obligation or liability under or in connection with the Project Agreements by reason of that assignment contained in Clause 3 (Grant of Security) of the Assignment

Right of Appropriation

1 11 Without prejudice to the other provisions of the Assignment, to the extent that any of the Assigned Rights constitute "financial collateral", and the Assignment and the obligations of the Company under the Assignment constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226) (the "Regulations"), the Collateral Agent shall at any time on or after the Enforcement Date have the right to appropriate all or any part of the Assigned Rights in or towards discharge of the Secured Liabilities For this purpose, the parties agree that the value of any such Assigned Rights so appropriated shall be the market price of such Assigned Rights at the time the right of appropriation is exercised as determined by the Collateral Agent by reference to such method or source of valuation as the Collateral Agent may select, including by independent valuation For this purpose, the parties agree that the methods or sources of valuation provided for in Clause 8 2 of the Assignment (Right of appropriation) or selected by the Collateral Agent in accordance with such Clause 8 2 (Right of appropriation) shall constitute a commercially reasonable method of valuation for the purposes of the Regulations

Ranking

1 12 The Security to be created by the Company pursuant to the terms of the Assignment ranks

(a) behind all the fixed security created by the Company in favour of the Collateral Agent (whether created or granted before or after the Assignment) over the First Assigned Rights and the Second Assigned Rights,

(b) in priority to the Floating Charges, and

(c) in priority to all other Security over the Assigned Rights

1 13 The ranking and priority set out in Clause 19 1 of the Assignment shall take effect notwithstanding any of the following

(a) the nature of the securities created by such Security and the dates of execution, intimation and registration of them,

(b) any provision contained in any such Security,

(c) the date or dates on which moneys have been or may be advanced or become due, owing or payable under such Security,

(d) any fluctuation from time to time in the amounts secured by such Security including any reduction of those amounts to nil,

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(e) the appointment of a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of the Company or over all or any part of the Charged Property,

(f) the granting of time or any other indulgence to the Company or any other person or the release, compounding or otherwise dealing with the Company or any other person or the receipt of moneys whether arising from a voluntary sale of any Charged Property subject to any such Security or otherwise prior to enforcement,

(g) the taking, variation, compromise, renewal or release of, or refusal or neglect to perfect or enforce any rights or remedies against the Company or any other person by any person,

(h) the sale or other disposal of any land or buildings or any interest in any land or buildings prior to enforcement,

(i) any present or future mortgage or other charge granted by the Company, and

(j) the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970 or of Sections 464 and 466 of the Companies Act 1985 or any other rule of law which might operate to the contrary

2. Definitions and Interpretation

Specific Definitions

2.1 Clause 1.1 of the Assignment provides that terms defined in the Credit Agreement (as defined below) shall, unless otherwise defined in this Assignment, have the same meanings when used in this Assignment and, in addition, the following words and expressions shall have the following meanings

"Administrative Agent" means Cyan Partners, LP, (as agent and trustee for itself and each of the other Secured Creditors).

"Agent" and "Agents" shall mean and include the Administrative Agent and the Collateral Agent

"Approved Third Party Credit Providers" means, with respect to any Hedging Agreement or Third Party Letter of Credit, a Person that, at the time such Hedging Agreement is entered into or such Third Party Letter of Credit is issued, as the case may be, is (a) the Administrative Agent or any Lender or any Affiliate of the Administrative Agent or a Lender, (b) any Person whose senior unsecured long-term debt is rated as Investment Grade or (c) any other Person that is reasonably acceptable to the Administrative Agent (each as defined in the Credit Agreement)

"Assignment" means the instrument and all its provisions

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"Borrower" means Endeavour Energy UK Limited

"Business Day" shall mean for all purposes, any day except Saturday, Sunday and any day which shall be in New York, London or Aberdeen, a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close

"Charged Property" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

"Collateral" means all property (whether real or personal, tangible or intangible) with respect to which any security interests have been granted (or purported to be granted) pursuant to any Security Document, including, without limitation, all Collateral under and as defined in each Security Document

"Credit Agreement" means the term loan credit agreement dated 16 August 2010 between (among others) the Company and the Administrative Agent as amended by amendment agreements dated 3 February 2011 and 6 June 2011 and on or about the date of the Assignment and as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned

"Credit Documents" and **"Credit Document"** means the Credit Agreement, each Note, the Subsidiaries Guaranty, each Security Document, the Syndication Letter (for the purposes of sections 9 01, 9 03 and 11 01 of the Credit Agreement only) and, after the execution and delivery thereof pursuant to the terms of the Credit Agreement, each joinder, accession or similar agreement by which any Subsidiary of Holdings becomes party to the Subsidiaries Guaranty or any Security Document

"Credit Party" shall have the meaning given to it in the Credit Agreement

"Delegate" means any person appointed by the Collateral Agent pursuant to Clause 9 2 to 9 4 (Delegation) and any person appointed as attorney of the Collateral Agent and/or any Delegate

"Enforcement Date" means the date on which a notice is issued by the Administrative Agent to the Borrower under section 9 (Events of Default) of the Credit Agreement upon the occurrence of an Event of Default which is continuing

"First Assignment" means the Security created by the assignment in security by the Company in favour of the Collateral Agent dated 12 and 16 August 2010 and as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned which was subsequently duly intimated to the relevant counterparties

"First Assignment Liabilities" means all monies, liabilities and obligations secured by the First Assignment

"First Assigned Rights" means Assigned Rights (as defined in the

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assignment in security by the Company in favour of the Collateral Agent dated 12 and 16 August 2010)

"First Floating Charges" means together (i) the floating charges by the debenture between the Company and the Collateral Agent dated 16 August 2010, and (ii) the bond and floating charge granted by the Company in favour of the Collateral Agent dated 12 and 16 August 2010 in each case as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned

"Floating Charges" means (i) the First Floating Charges, (ii) the Second Floating Charge, and (iii) the Third Floating Charge

"Group" means Endeavour International Corporation and its Subsidiaries for the time being

"Guaranty" means each of the Holdings Guaranty and the Subsidiaries Guaranty (each as defined in the Credit Agreement)

"Indemnified Party" shall have the meaning given to it in the U S Security Agreement

"Lenders" means each financial institution listed on schedule 1.01(a) to the Credit Agreement, as well as any Person that becomes a **"Lender"** under the Credit Agreement pursuant to section 2.08 or 11.4(b) thereof

"PIK Interest" has the meaning provided in section 2.06(b) of the Credit Agreement

"Project Agreements" means the Agreements and the Licenses

"Second Assignment" means the assignment in security by the Company in favour of the Collateral Agent dated 1 and 7 February 2011 and as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned

"Second Assignment Liabilities" means all monies, liabilities and obligations secured by the Second Assignment

"Second Assigned Rights" means Assigned Rights (as defined in the Second Assignment)

"Second Floating Charge" means the bond and floating charge granted by the Company in favour of the Collateral Agent dated 1 and 7 February 2011 and as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned

"Secretary of State" means the Secretary of State for Energy and Climate Change of Her Majesty's Government of the United Kingdom and any successor in relevant function in relation to the Licences

"Secured Creditors" shall have the meaning given to it in the U S

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Particulars of a mortgage or charge

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Short particulars

Security Agreement

"Security Document" means and includes each of the U S Security Agreement, each Mortgage, the English Security Documents, the Dutch Pledge Agreement and the Scottish Security, after the execution and delivery thereof, each Additional Security Document and any other related document, agreement or grant pursuant to which Holdings or any of its Subsidiaries grants, perfects or continues a security interest in favour of the Collateral Agent for the benefit of the Secured Creditors (each as defined in the Credit Agreement)

"Secured Hedging Agreement" shall have the meaning given to it in the U S Security Agreement

"Secured Liabilities" shall have the meaning given to it in Continuation Sheet MG01(4)

"Secured Reimbursement Agreement" shall have the meaning given to it in the U S Security Agreement

"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

"Third Floating Charge" means the bond and floating charge granted by the Company in favour of the Collateral Agent dated on or about the date of the Assignment and as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned

"U.S. Security Agreement" means the U S Security Agreement between, amongst others, Endeavour International Corporation and the Collateral Agent dated 16 August 2010 as amended by amendment agreements dated 3 February 2011 and 6 June 2011 and on or about the date of the Assignment and as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned

General Definitions

Clause 1 2 of the Assignment provides that any reference in the Assignment to

the "Collateral Agent", the "Company", any "Secured Creditor", any "Credit Party" or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees and, in the case of the Collateral Agent, shall include any person for the time being appointed as additional collateral agent pursuant to the Credit Agreement,

"assets" includes present and future properties, revenues and rights of every description,

"indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>future, actual or contingent,</p> <p>a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),</p> <p>a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,</p> <p>a "fixed security" is to be construed in accordance with the terms of Section 47 of the Bankruptcy and Diligence etc (Scotland) Act 2007,</p> <p>"without limitation" shall include a reference to without prejudice to the generality of the foregoing,</p> <p>"attachment" shall include, without limitation, land attachment, interim attachment, money attachment and residual attachment,</p> <p>"Secured Liabilities" includes any liabilities which would be treated as such but for the liquidation or dissolution or similar event affecting the Company, and</p> <p>a provision of law is a reference to that provision as amended or re-enacted</p> <p>2 2 Any reference in the Assignment to any asset shall be construed so as to include</p> <p>(a) the benefit of any covenants for title and warrandice given or entered into by any predecessor in title of the Company in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset, and</p> <p>(b) the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset</p> <p>2 3 Any reference in this Assignment to any Credit Document or any other agreement or other document shall be construed as a reference to that Credit Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same</p> <p>(a) there is an increase or decrease in any facility made available under that Credit Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable,</p> <p>(b) any additional, further or substituted facility to or for such facility is provided,</p> <p>(c) any rate of interest, commission or fees or relevant purpose is changed,</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (d) the identity of the parties is changed,
 - (e) the identity of the providers of any security is changed,
 - (f) there is an increased or additional liability on the part of any person, or
 - (g) a new agreement is effectively created or deemed to be created
- 2 4 Any reference in the Assignment to "this Assignment" shall be deemed to be a reference to the Assignment as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to the Assignment as amended, novated, assigned, supplemented, extended or restated from time to time and any reference in the Assignment to a "Clause" or a "Schedule" is, unless otherwise provided, a reference to a Clause or a Schedule of this Assignment
- 2 5 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa
- 2 6 Where any provision of the Assignment is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision
- 2 7 Any change in the constitution of the Collateral Agent or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under the Assignment
- 2 8 Any reference in the Assignment to the liquidation, administration, insolvency, bankruptcy, judicial factory or other similar incapacity of any body corporate shall be construed to include the equivalent proceeding or occurrence in any other jurisdiction
- 2 9 The Assignment is a Credit Document for the purposes of the Credit Agreement

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5030838
CHARGE NO. 20**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION IN SECURITY
DATED 21 JULY 2011 AND CREATED BY ENDEAVOUR ENERGY
UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE SECURED CREDITORS
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 28 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JULY 2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES