

MG01

Particulars of a mortgage or charge

229182/13



IRIS
LASERFORM

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

You cannot use this for
particulars of a charge
company To do this, pl
form MG01s

THURSDAY



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L5LU4W7C

28/07/2011

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COMPANIES HOUSE

1

Company details

Company number

0 5 0 3 0 8 3 8

Company name in full

Endeavour Energy UK Limited (the "Company")

22

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

22 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

A supplemental agreement dated 22 July 2011 (the "Supplemental Agreement"), in
relation to an English law charge over shares dated 16 August 2010 (the "Original
Charge") (as the same may be amended from time to time, the "Charge") entered
into between (1) the Company and (2) Cyan Partners, LP (the "Collateral Agent")

Terms not defined in this Form MG01 shall have the meaning given to them in the
attached continuation sheets

4

Amount secured

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

Amount secured

Any and all further obligations and liabilities
outstanding pursuant to the Credit Documents as
amended and supplemented by the Supplemental
Agreement which are not effectively secured under
the terms of the Original Charge.

Continuation page

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

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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

Address

399 Park Avenue, 39th Floor

New York, United States of America

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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7 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

X White & Case LLP

X

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 Cavan Reilly

Company name White & Case LLP

Address 5 Old Broad Street

Post town

County/Region London

Postcode E C 2 N 1 D W

Country UK

DX

Telephone 020 7532 1365



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 383 1018 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 450 1289 477">1 SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p data-bbox="325 539 427 566">Security</p> <p data-bbox="325 595 1461 703">1 1 Clause 3 of the Charge provides that the Company charges to the Collateral Agent by way of first fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in all Securities</p> <p data-bbox="325 763 517 790">Negative pledge</p> <p data-bbox="325 819 1417 873">1 2 Clause 5 1 of the Charge provides that the Company undertakes to the Collateral Agent with respect to the Securities that it shall, except as permitted by the terms of the Credit Agreement</p> <p data-bbox="325 902 1305 929">(a) not create or allow to exist any Security on, over, or affecting, any of its assets, and</p> <p data-bbox="325 958 1359 1012">(b) procure that no member of the Group creates or allows to exist any Security on, over, or affecting, any of its assets</p> <p data-bbox="325 1072 443 1099">Disposals</p> <p data-bbox="325 1128 1461 1236">1 3 Clause 5 2 of the Charge provides that the Company undertakes to the Collateral Agent with respect to the Securities that it shall not, except as permitted by the terms of the Credit Agreement, either in a single transaction or in a series of transactions and whether related or not, dispose of the Securities or any part of them</p> <p data-bbox="325 1296 539 1323">Further assurance</p> <p data-bbox="325 1352 1461 1487">1 4 Clause 4 of the Charge provides that the Company shall at its own expense promptly upon request by the Collateral Agent execute (in such form as the Collateral Agent may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Collateral Agent or its nominees and do all such assurances and things as the Collateral Agent may reasonably require for</p> <p data-bbox="325 1516 1378 1570">1 4 1 perfecting and/or protecting (by registration or in any other way) the Security created or intended to be created by the Charge,</p> <p data-bbox="325 1599 1417 1680">1 4 2 conferring upon the Collateral Agent such Security as it may require over the assets of the Company outside of England and Wales which, if in England or Wales, would form part of, or be intended to form part of, the Securities,</p> <p data-bbox="325 1709 1110 1736">1 4 3 facilitating the realisation of all or any part of the Securities, and</p> <p data-bbox="325 1765 1442 1818">1 4 4 for exercising all powers, authorities and discretions conferred on the Collateral Agent or any Receiver pursuant to the Charge or by law</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	<p>2 DEFINITIONS</p> <p>All capitalised terms where not defined herein have the meaning given to such terms in the Credit Agreement</p> <p>"Administrative Agent" means Cyan Partners, LP (or its designee), in its capacity as Administrative Agent for the Lenders hereunder and under the other Credit Documents, and shall include any successor to the Administrative Agent appointed pursuant to section 10 09 of the Credit Agreement</p> <p>"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</p> <p>"Credit Agreement" means the term loan credit agreement dated 16 August 2010 between (among others) the Company and the Administrative Agent (as amended, modified, restated or supplemented from time to time)</p> <p>"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 or Holdings becomes a party to the Subsidiaries Guaranty or any Security Document</p> <p>"Debenture" means the English law debenture dated 16 August 2010, as amended from time to time including by the Supplemental Agreement</p> <p>"Group" means Endeavour International Corporation and its Subsidiaries for the time being</p> <p>"Holdings" means Endeavour International Corporation, a Nevada corporation</p> <p>"Lender" means each financial institution listed on schedule 1 01 (a) of the Credit Agreement, as well as any Person that becomes a "Lender" thereunder pursuant to section 2 08 or 11 04(b)</p> <p>"Receiver" means any person appointed by the Collateral Agent to be a receiver or receiver and manager or administrative receiver of any property subject to the Security created by the Charge or any part thereof</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect</p> <p>"Securities" means all of the Company's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever now or in the future legally or beneficially owned by the Company in Endeavour North Sea Limited whether in bearer or registered form and all Related Securities Rights whether the same are held directly by or to the order of the Company or by any trustee, fiduciary, clearance system, custody system or custodian on its behalf or whether the same have been delivered to or to the order of the Collateral Agent or its nominee including all Related Securities Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the Company</p> <p>"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</p>	



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. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL AGREEMENT
DATED 22 JULY 2011 AND CREATED BY ENDEAVOUR ENERGY
UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CYAN PARTNERS, LP 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 1 AUGUST 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES