

715992-13

In accordance with  
Section 860 of the  
Companies Act 2006

MG01

Particulars of a mortgage or charge



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 for  
You cannot use this form to register  
particulars of a charge on a  
company. To do this use form  
MG01s

THURSDAY



A12 26/04/2012 #402  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>		<b>2</b>	<b>3</b>	For official use
Company number	0 5 0 3 0 8 3 8		Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *		
Company name in full	Endeavour Energy UK Limited (the "Company")				
<b>2</b>	<b>Date of creation of charge</b>				
Date of creation	'1 '2 '0 '4 '2 '0 '1 '2				
<b>3</b>	<b>Description</b>				
	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 debenture between (1) the Company and (2) the Collateral Agent (the "Debenture")  Terms not defined in this Form MG01 shall have the meaning given to them in the continuation sheets				
<b>4</b>	<b>Amount secured</b>				
	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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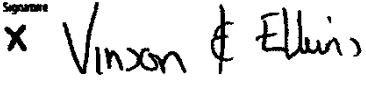
Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge
Name	Cyan Partners, LP (the "Collateral Agent")
Address	399 Park Avenue, 39th Floor
	New York, United States of America
Postcode	N Y 1 0 0 2 2
Name	
Address	
Postcode	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	Please see attached continuation sheets

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

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

**MG01****Particulars of a mortgage or charge**

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	
<b>8</b>	<b>Delivery of instrument</b>  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).	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature  X  This form must be signed by a person with an interest in the registration of the charge	

## MG01

### 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 **Emilie Hawker**

Company name **VINSON AND ELKINS RLLP**

Address **CITYPOINT, 33RD FLOOR**

**ONE ROPEMAKER STREET**

Post town **LONDON**

County/Region **LONDON**

Postcode **E C 2 Y 9 U E**

Country **UK**

DX

Telephone **0207 065 6079**

#### 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](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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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>(i) 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 now existing or incurred after the date of the Debenture 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>(ii) 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 now in existence or arising after the date of the Debenture, 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>(iii) 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 now in existence or arising after the date of the Debenture (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>(iv) 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 in paragraphs (i), (ii) and (iii) above, on and from 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 Debenture, together with reasonable attorneys' fees and court costs,</p> <p>(vi) all amounts paid by any Indemnified Party as to which such Indemnified Party has the right to reimbursement under the Debenture, and</p> <p>(vii) all amounts owing to any Agent pursuant to any of the Credit Documents in its capacity as such</p>	

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

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Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>1 SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</b></p> <p>Creation of fixed charge</p> <p>1 1 Clause 4 2 of the Debenture provides that the Company charges to the Collateral Agent, by way of a 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 <u>right to and title and interest from time to time in each Collateral Account</u>, including all amounts from time to time standing to the credit of, or accrued or accruing on, such Collateral Accounts and any monies, proceeds or income paid or payable on such Collateral Accounts</p> <p>Assignments</p> <p>1 2 Clause 4 3 of the Debenture provides that, subject to the First Ranking Security Documents, the Company assigns absolutely, (subject to a proviso for re-assignment at the end of the Security Period) to the Collateral Agent with full title guarantee 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</p> <p>1 2 1 the Project Agreements, and</p> <p>1 2 2 any present or future Insurances, together with all Related Property Rights in respect thereof</p> <p>Creation of floating charge</p> <p>1 3 Clause 5 1(a) of the Debenture provides that the Company charges to the Collateral Agent by way of floating 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 the whole of its property, assets (including, without limitation, any Account), rights and revenues, whatsoever and wheresoever, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 4 2 or 4 3 of the Debenture (as reflected by paragraphs 1 1 and 1 2 above of this Form MG01 respectively)</p> <p>1 4 Clause 5 1(b) of the Debenture provides that, except as otherwise agreed in writing by the Collateral Agent and subject to the First Ranking Security Documents, the floating charge created ranks in priority to any Security which shall subsequently be created or permitted to arise by the Company or any Security created by a Receiver appointed under the Debenture and is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>1 5 Clause 5 1(c) of the Debenture, provides that, without prejudice to Clause 5 1(a) of the Debenture (as reflected by paragraph 1 3 above of this Form MG01), the Collateral Agent reserves any rights it may have to appoint an administrative receiver on and following the Enforcement Date in accordance with Sections 72B to H (inclusive) of the Insolvency Act 1986</p>

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### Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Automatic crystallisation of floating charge</b></p> <p>1 6 Clause 5 2 of the Debenture provides that, notwithstanding anything express or implied in the Debenture, and without prejudice to any law which may have similar effect, if</p> <p>(a) the Company creates or attempts to create any Security over all or any of the Charged Assets (save as permitted by section 8 06 of the Credit Agreement) without the prior consent of the Collateral Agent,</p> <p>(b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets,</p> <p>(c) a resolution is passed or a petition is presented for the winding up or administration in relation to the Company which is not discharged within 14 days (in the case of a winding up petition) or 5 days (in the case for an administration order) or in any event before such petition is heard or an order is made for the winding up, dissolution, administration or other reorganisation of the Company, or</p> <p>(d) an Administrator or Receiver is appointed in respect of the Company or any step intended to result in such appointment is taken pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act in respect of the Company,</p> <p>then the floating charge created by Clause 5 1 of the Debenture (as reflected by paragraph 1 3 above of this Form MG01) will automatically (with immediate effect and without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge</p> <p><b>Crystallisation on notice of floating charge</b></p> <p>1 7 Clause 5 3 of the Debenture provides that, notwithstanding anything express or implied in the Debenture the Collateral Agent may at any time</p> <p>(a) on or after the Enforcement Date,</p> <p>(b) if it considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, or are otherwise in jeopardy, or</p> <p>(c) if it reasonably believes that steps likely or intended to lead to the presentation of a petition for the administration or winding up of or the appointment of an Administrator in respect of the Company are being, or have been, taken,</p> <p>by giving notice in writing to that effect to the Company, convert the floating charge created by Clause 5 1 of the Debenture (as reflected by paragraph 1 3 above of this Form MG01) into a fixed charge as regards any assets specified in such notice The conversion shall take effect immediately upon the giving of the notice</p>

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Fixed and Floating Security</b></p> <p>1 8 Clause 5 4 of the Debenture provides that, if for any reason any Security in respect of any asset created or purported to be created pursuant to Clause 5 of the Debenture (as reflected by paragraphs 1 3 - 1 8 inclusive above of this Form MG01) as a fixed charge or assignment does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a floating charge in respect of such asset. However it is the intent of the Parties that the Security over other Charged Assets shall remain unaffected</p> <p><b>FURTHER ASSURANCE</b></p> <p>1 9 Clause 6 of the Debenture 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>(a) perfecting and/or protecting (by registration or in any other way) the Security created or intended to be created by the Debenture,</p> <p>(b) 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 Charged Assets,</p> <p>(c) facilitating the realisation of all or any part of the Charged Assets, and/or</p> <p>(d) for exercising all powers, authorities and discretions conferred on the Collateral Agent or any Receiver pursuant to the Debenture or by law</p> <p><b>Negative Pledge</b></p> <p>1 10 Clause 7 1 of the Debenture provides that the Company undertakes to the Collateral Agent with respect to the Charged Assets that it shall, except as permitted by section 8 06 of the Credit Agreement</p> <p>(a) not create or allow to exist any Security on, over, or affecting, any of its assets, and</p> <p>(b) procure that no member of the Group creates or allows to exist any Security on, over, or affecting, any of its assets</p>

# MG01 - continuation page 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>Disposals</p> <p>1 11 Clause 7 2 of the Debenture provides that the Company undertakes to the Collateral Agent with respect to the Charged Assets that it shall not, except as permitted by section 8 09 of the Credit Agreement, either in a single transaction or in a series of transactions and whether related or not, dispose of the Charged Assets or any part of them,</p> <p>General</p> <p>1 12 Clause 4 1 of the Debenture provides that all of the Security created under the Debenture</p> <p>(a) is created in favour of the Collateral Agent,</p> <p>(b) is security for the payment of all the Secured Liabilities, and</p> <p>(c) is second ranking in priority only to the security created under the First Ranking Security Documents</p> <p>1 13 Clause 4 1 (b) of the Debenture provides that if the Company is not entitled to grant any Security over its rights and/or interests under any document without the consent of a party to that document</p> <p>(a) the Company must notify the Collateral Agent as soon as it becomes aware of the same,</p> <p>(b) the Security constituted under the Debenture will include and extend to all amounts which the Company may receive, or has received, under that document but shall, until the date on which the relevant consent is obtained by the Company, not extend to and exclude the document itself and its rights and/or interests under such document,</p> <p>(c) unless the Collateral Agent otherwise requires, the Company must use reasonable endeavours to obtain the consent of the relevant party to enable the Company to grant Security over that document under the Debenture, and</p> <p>(d) on and from the date on which such consent is obtained, the Security constituted under the Debenture shall extend to and include that document</p> <p>1 14 Clause 4 1(c) of the Debenture provides that the Collateral Agent holds the benefit of the Debenture on trust for the Secured Creditors</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><b>2 DEFINITIONS</b></p> <p>All capitalised terms where not defined herein have the meaning given to such terms in the Credit Agreement</p> <p>"Account" means any account now or in the future opened or maintained by the Company with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), together with all amounts from time to time standing to the credit of, or accrued or accruing on, such account and any monies, proceeds or income paid or payable in respect of such account</p> <p>"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Company's affairs, business and property</p> <p>"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 Person that is reasonably acceptable to the Administrative Agent</p> <p>"Charged Assets" means the assets mortgaged, charged or assigned pursuant to Clauses 4 and 5.1 of the Debenture (as reflected by paragraphs 1.1 to 1.4 inclusive of this Form MG01 above)</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>"Collateral Account" means any Account that may from time to time be opened by the Company with the Collateral Agent pursuant to Clause 9.1(a)(ii) of the Debenture</p> <p>"Credit Agreement" means the revolving loan credit agreement dated on or about the date of the Debenture 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, each Intercreditor Agreement, the Work Letter (for the purposes of section 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 part to the Subsidiaries Guaranty or any Security Document</p> <p>"Enforcement Date" means the date on which a notice is issued by the Administrative Agent to the Borrower under section 9 of the Credit Agreement upon the occurrence of an Event of Default which is continuing</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>"Existing Credit Agreement" means the term loan credit agreement dated 16 August 2010 between (among others) the Company and Cyan Partners, LP as administrative agent (as amended, modified, restated or supplemented from time to time)</p> <p>"First Ranking Security Documents" means the Security Documents (as such term is defined under the Existing Credit Agreement) together with any supplemental agreements relating thereto</p> <p>"Group" means Endeavour International Corporation and its Subsidiaries for the time being</p> <p>"Guaranty" means each of the Holdings Guaranty and the Subsidiaries Guaranty</p> <p>"Indemnified Party" has the meaning provided in section 11 01 of the Credit Agreement</p> <p>"Insurances" means any insurances that are required to be maintained by, or on behalf of, any Credit Party in respect of the Oil and Gas Properties and/or any activities related thereto, in each case pursuant to the Credit Agreement</p> <p>"Lenders" means each financial institution listed on schedule 1 01(a) of the Credit Agreement, as well as any Person that becomes a "Lender" under the Credit Agreement pursuant to section 2 09, section 2 11, or section 11 04(b) thereof</p> <p>"Party" means a party to the Debenture</p> <p>"PIK Interest" has the meaning provided in section 2 07(b) of the Credit Agreement</p> <p>"Project Agreements" means</p> <p>(a) each of the contracts, agreements and documents listed in Schedule 2 to the Debenture together with all Related Property Rights and 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 contracts, agreements and documents, and</p> <p>(b) any</p> <p>(i) petroleum production licences for material oil and gas reserves of the Company, or</p> <p>(ii) joint operating agreements or unitisation or unit operating agreements, in each case relating to such petroleum production licences,</p> <p>which are, in each case, entered into (or in respect of which the Company acquires an interest) after the date of the Debenture (including any such licences, joint operating agreements or unitisation or unit operating agreements pursuant to the COP Acquisition) together with all Related Property Rights and 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 contracts, agreements and documents</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>"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 Debenture or any part thereof</p> <p>"Related Property Rights" means, in relation to any property or asset</p> <p>(a) the proceeds of sale and/or other realisation of that property or asset (or any part thereof or interest therein),</p> <p>(b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title held by the Company in respect of such property or asset, and</p> <p>(c) all the Company's rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset</p> <p>"Secured Creditors" has the meaning given to it in the Debenture</p> <p>"Secured Hedging Agreement" has the meaning given to it in the Debenture</p> <p>"Secured Reimbursement Agreement" has the meaning given to such term in the Debenture</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 a similar effect</p> <p>"Security Document" means and includes each of the U S Security Agreement, the English Security Documents, 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> <p>"Security Period" means the period from the date of the Debenture until the date on which the Collateral Agent has determined that all of the Secured Liabilities (whether actual or contingent) have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of being outstanding</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. 25**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 APRIL 2012  
AND CREATED BY ENDEAVOUR ENERGY UK LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE LENDERS ON ANY ACCOUNT  
WHATSOEVER AND ALL OTHER MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO CYAN PARTNERS LP  
(COLLATERAL AGENT) ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 26 APRIL 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MAY 2012**

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