## **MG01**

## 516370 /13

## 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 NOT

you cannot use this form particulars of a charge form MG012 form MG01s



15/02/2010 **COMPANIES HOUSE** 

For official use Company details 5 → Filling in this form 0 Company number Please complete in typescript or in bold black capitals Company name in full Endeavour Energy UK Limited (the "Company") All fields are mandatory unless specified or indicated by \* Date of creation of charge ď0 98 Date of creation Description Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' A security agreement between (1) the Company and (2) the Security Trustee Description (the "Security Agreement")

## Amount secured

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

Amount secured

All Obligations of the Company and each other Grantor now or hereafter existing under the Finance Documents whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise (the "Secured Obligations")

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

Continuation page

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

# MG01 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	BNP Paribas (the "Security Trustee")				
Address	16 rue de Hanovre	_			
	Paris 02, France				
Postcode	7 5 0 0 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			

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### **MG01**

Particulars of a mortgage or charge

#### 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 N11 or discount

#### **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 866)

We will accept a venified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must venfy it to be a correct copy and sign it. Where a body corporate gives the venfication, 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)

#### Signature

Please sign the form here

Signature

erberk Smith LLP

This form must be signed by a person with an interest in the registration of the charge

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#### 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 S. Roberts 11596/30906956

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX

Telephone 020 7466 2668

## ✓ 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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS 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

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#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

## 1. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### Grant of security

- Section 1 of the Security Agreement provides that the Company grants to the Security Trustee, for the benefit of the Secured Creditors a security interest in the Company's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Company, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral")
  - all equipment in all of its forms, including, without limitation, all machinery, tools, motor vehicles, vessels, aircraft, furniture and fixtures, and all parts thereof and all accessions thereto, including, without limitation, computer programs and supporting information that constitute equipment within the meaning of the UCC,
  - all inventory in all of its forms, including, without limitation, (i) all raw materials, work in process, finished goods and materials used or consumed in the manufacture, production, preparation or shipping thereof, (ii) goods in which the Company has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Company has an interest or right as consignee) and (iii) goods that are returned to or repossessed or stopped in transit by the Company, and all accessions thereto and products thereof and documents therefor, including, without limitation, computer programs and supporting information that constitute inventory within the meaning of the UCC,
  - 113 all accounts (including, without limitation, health-care-insurance receivables), chattel paper (including, without limitation, tangible chattel paper and electronic chattel paper), instruments (including, without limitation, promissory notes), deposit accounts, letter-of-credit rights, general intangibles (including, without limitation, payment intangibles) and other obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services and whether or not earned by performance, and all rights now or hereafter existing in and to all supporting obligations and in and to all security agreements, mortgages, liens, leases, letters of credit and other contracts securing or otherwise relating to the foregoing property (any and all of such accounts, chattel paper, instruments, deposit accounts, letter-of-credit rights, general intangibles and other obligations, to the extent not referred to in section 1, clause (d), (e) or (f) of the Security Agreement (as reflected by paragraphs 1 1 4-1 1 6 below of this Form MG01), and any and all such supporting obligations, security agreements, mortgages, liens, leases, letters of credit and other contracts),

#### 1 1 4 the following

(A) the Initial Pledged Equity and the certificates, if any, representing the Initial Pledged Equity, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any

# 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	or all of the Initial Pledged Equity and all warrants, rights or options issued thereon or with respect thereto,			
	(B) all additional shares of stock and other Equity Interests in which the Company shall from time to time acquire any interest in any manner (such shares and other Equity Interests, together with the Initial Pledged Equity, being the "Pledged Equity"), and the certificates, if any, representing such additional shares or other Equity Interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares or other Equity Interests and all warrants, rights or options issued thereon or with respect thereto,			
	(C) all indebtedness from time to time owed to the Company and the instruments, if any, evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness,			
	(D) the Securities Accounts (if any), all security entitlements with respect to all financial assets from time to time credited to such Securities Accounts, and all financial assets, and all dividends, distributions, return of capital, interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such security entitlements or financial assets and all warrants, rights or options issued thereon or with respect thereto and			
	(E) all other investment property (including, without limitation, all (i) securities, whether certificated or uncertificated, (ii) security entitlements, (iii) securities accounts, (iv) commodity contracts and (v) commodity accounts) in which the Company has now, or acquires from time to time hereafter, any right, title or interest in any manner, and the certificates or instruments, if any, representing or evidencing such investment property, and all dividends, distributions, return of capital, interest, cash, instruments and other property from time to time received receivable or otherwise distributed in respect of or in exchange for any or all of such investment property and all warrants, rights or options issued thereon or with respect thereto,			
	all contract rights of the Company including, without limitation, each of the agreements listed on schedule III of the Security Agreement (but excluding, in any event, each of the agreements listed on schedule IIIA of the Security Agreement) and each Secured Hedging Agreement to which the Company is no or may hereafter become a party, in each case as such agreements may be amended, amended and restated, supplemented or otherwise modified from times.			

to time (collectively, the "Assigned Agreements"), including, without

limitation, (i) all rights of the Company to receive moneys due and to become due under or pursuant to the Assigned Agreements, (11) all rights of the Company

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Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of the Company for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of the Company to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder,

#### 1 1 6 the following (collectively, the "Account Collateral")

- (A) the Pledged Deposit Accounts and all funds and financial assets from time to time credited thereto (including, without limitation, all Consolidated Cash and Cash Equivalents (such terms used in the Security Agreement and in this Form MG01 as defined in the Finance Documents)), and all certificates and instruments, if any, from time to time representing or evidencing the Pledged Deposit Accounts,
- (B) all promissory notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Security Trustee for or on behalf of the Company in substitution for or in addition to any or all of the then existing Account Collateral, and
- (C) all interest, dividends, distributions, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral, and

#### 117 the following

- (A) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto,
- (B) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolised thereby,
- (C) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered,
- (D) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights,

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Particulars of a mortgage or charge

#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software"),

- (E) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, and all other intellectual, industrial and intangible property of any type, including, without limitation, industrial designs and mask works,
- (F) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in schedule IV of the Security Agreement, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations thereof,
- (G) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto,
- (H) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which the Company, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements set forth in schedule IV of the Security Agreement, and
- (I) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages,

but in any event excluding any intellectual property component of any undivided interest of the Company in a joint operating agreement, the terms of which preclude the granting of a separate security interest in such intellectual property component, as set forth on schedule VIIIC of the Security Agreement

- to the extent that such commercial tort claims may lawfully be pledged or assigned under the laws of any relevant jurisdiction, the commercial tort claims described in schedule V of the Security Agreement (together with any commercial tort claims as to which the Company has complied with the requirements of the Security Agreement),
- all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of the Company pertaining to any of the Collateral, and

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Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in clauses (a) through (i) of section 1 of the Security Agreement (as reflected by paragraphs 1 1 1 to 1 1 9 above of this Form MG01)) and, to the extent not otherwise included, all (A) payments under insurance (whether or not the Security Trustee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (B) cash

#### **Further Assurances**

- 12 Section 9(a) of the Security Agreement provides that the Company agrees that from time to time, at its own expense, that it will promptly execute and deliver, or otherwise authenticate, all further instruments and documents, and take all further action that may be necessary or desirable, or that the Security Trustee may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted by the Company under the Security Agreement or to enable the Security Trustee to exercise and enforce its rights and remedies under the Security Agreement with respect to any Collateral of the Company Without limiting the generality of the foregoing, the Company will promptly with respect to Collateral of the Company (i) if any such Collateral shall be evidenced by a promissory note or other instrument or chattel paper, deliver and pledge to the Security Trustee hereunder such note or instrument or chattel paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Security Trustee, (ii) file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Security Trustee may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted by the Company under the Security Agreement, and (III) deliver to the Security Trustee evidence that all other actions that the Security Trustee may deem reasonably necessary or desirable in order to perfect and protect the security interest granted or purported to be granted by the Company under the Security Agreement has been taken
- Section 9(b) of the Security Agreement provides that the Company authorises the Security Trustee to file one or more financing or continuation statements, and amendments thereto, including, without limitation, one or more financing statements indicating that such financing statements cover all assets or all personal property (or words of similar effect) of the Company, regardless of whether any particular asset described in such financing statements falls within the scope of the UCC or the granting clause of the Security Agreement. Section 9(b) of the Security Agreement further provides that a photocopy or other reproduction of the Security Agreement shall be sufficient as a financing statement where permitted by law, and that the Company ratifies its authorisation for the Security Trustee to have filed such financing statements, continuation statements or amendments filed prior to the date hereof
- Section 9(c) of the Security Agreement provides that the Company will furnish to the Security Trustee from time to time statements and schedules further identifying and describing the Collateral of the Company and such other reports in connection with such Collateral as the Security Trustee may reasonably request, all in reasonable detail

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Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Section 9(d) of the Security Agreement provides that the Company will furnish to the Security Trustee, at any time upon the reasonable request of the Security Trustee, an opinion of counsel, from outside counsel reasonably satisfactory to the Security Trustee, to the effect that all financing or continuation statements have been filed, and all other action has been taken to perfect continuously from the date hereof the security interest granted under the Security Agreement

#### Transfers and Other Liens; Additional Shares

- Section 18(a) of the Security Agreement provides that the Company agrees that it will not (i) sell, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral, other than sales, assignments and other dispositions of Collateral, and options relating to Collateral, permitted under the terms of both the First Lien Credit Agreement and the Second Lien Credit Agreement and all other Finance Documents, or (ii) create or suffer to exist any lien upon or with respect to any of the Collateral of the Company except for the pledge, assignment and security interest created under the First Lien Credit Agreement and the Second Lien Credit Agreement and liens permitted under the First Lien Credit Agreement and the Second Lien Credit Agreement
- Section 18(b) of the Security Agreement provides that the Company agrees that it will (1) cause each issuer of the Pledged Equity pledged by the Company not to issue any Equity Interests or other securities in addition to or in substitution for the Pledged Equity issued by such issuer, except to the Company, and (11) pledge under the Security Agreement, immediately upon its acquisition (directly or indirectly) thereof, any and all additional Equity Interests or other securities

#### 2. **DEFINITIONS**

"Amendment Agreement" means the amendment and restatement agreement dated 5 February 2010 between, among others, Endeavour International Corporation, Bank of Scotland plc and BNP Paribas

"Collateral" has the meaning given to it in section 1 of the Security Agreement (as reflected by paragraph 1 1 above of this Form MG01)

"Equity Interests" mean (1) any capital stock, partnership, joint venture, member or limited liability or unlimited liability company interest, beneficial interest in a trust or similar entity, or other equity interest in another person of whatever nature, and (ii) any warrants, options or other rights to acquire such stock or interests

"Finance Documents" has the meaning given to it in the Intercreditor Agreement and includes the Security Agreement, the First Lien Credit Agreement, the Secured Hedging Agreements, the Second Lien Credit Agreement and the Intercreditor Agreement

"First Lien Credit Agreement" means the \$225,000,000 senior secured revolving credit agreement dated 30 October 2006 between (among others) the Company and the Security Trustee (as amended from time to time)

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Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Grantor" means each of Endeavour International Corporation (a company incorporated in the State of Nevada, USA), Endeavour Operating Corporation, Endeavour Energy New Ventures Inc, END Management Company (each a company incorporated in the State of Delaware, USA), Endeavour Energy North Sea, LP (a limited partnership incorporated in the State of Delaware, USA), Endeavour Energy North Sea LLC (a limited liability company formed in the State of Delaware, USA), Endeavour International Holding B.V, Endeavour Energy Netherlands BV (both companies incorporated in the Netherlands), Endeavour North Sea Limited and the Company

"Hedging Agreement" means any interest, currency or commodity swap, option, cap, collar, floor or similar arrangement or other hedging arrangement

"Hedging Bank" has the meaning given to it in the Intercreditor Agreement

"Initial Pledged Equity" means shares or stock or other Equity Interests described in the Security Agreement and issued by the persons named therein

"Intercreditor Agreement" means the intercreditor agreement dated 31 October 2006 between (among others) the Company and the Security Trustee as amended from time to time, including pursuant to the Amendment Agreement

"Obligations" means, with respect to any person, any payment, performance or other obligation of such person of any kind, including, without limitation, any liability of such person on any claim, whether or not the right of any creditor to payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured or unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any bankruptcy or insolvency. Without limiting the generality of the foregoing, the Security Agreement secures, as to the Company, the payment of all amounts that constitute part of the Secured Obligations and would be owed by the Company to any Secured Creditor under the Finance Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganisation or similar proceeding involving an Obligor

"Obligor" has the meaning given to it in the Intercreditor Agreement and includes the Company

"Pledged Deposit Accounts" means the deposit accounts described in the Security Agreement

"Second Lien Credit Agreement" means the \$25,000,000 junior facility agreement dated 22 January 2008 between, among others, Endeavour International Corporation, BNP Paribas and Bank of Scotland plc, as amended and restated pursuant to the Amendment Agreement

"Secured Creditor" has the meaning given to it in the Intercreditor Agreement and includes the Security Trustee, the banks that are party to the First Lien Credit Agreement and the banks that are party to the Second Lien Credit Agreement

"Secured Hedging Agreement" means any Hedging Agreement entered into between any Obligor and any Hedging Bank (as defined in the Intercreditor Agreement) in compliance with the Finance Documents on or after the date on which that Hedging Bank becomes a party to the Intercreditor Agreement in its capacity as Hedging Bank

"Securities Accounts" means the securities accounts listed in the Security Agreement

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York, provided that, if perfection or the effect of perfection or non perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non perfection or priority



# 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. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 8 FEBRUARY 2010 AND CREATED BY ENDEAVOUR ENERGY UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OTHER GRANTOR TO BNP PARIBAS (SECURITY TRUSTEE) ON ANY ACCOUNT WHATSOEVER 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 15 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 FEBRUARY 2010

O.Selo.



