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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

168374/13

Particulars of a mortgage or charge

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

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

		2
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05054461

Name of company

* IMPERIAL ENERGY CORPORATION PLC (a company incorporated in England and Wales with
registered number 05054461) (the "Company")

Date of creation of the charge

16 April 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Charge over the Rights Issue Receivables and Rights Issue Proceeds Account dated 16 April 2008
between the Company and ABN AMRO Bank N V, London Branch (the "Charge")

Amount secured by the mortgage or charge

All Charge Liabilities of the Company, the Borrower and each Guarantor due and owing, as at 16
April 2008 and in the future, to the Finance Parties (or any of them) under or in relation to any one or
more of the Finance Documents (including, without limitation, all Charge Liabilities arising out of any
extension, variation, modification, restatement or novation of such Finance Documents whatsoever)
(the "Secured Obligations")

Continued on Addendum 2/4

Names and addresses of the mortgagees or persons entitled to the charge

ABN AMRO BANK N V, LONDON BRANCH, 250 Bishopsgate, London EC2M 4AA, as trustee for
and on behalf of the Finance Parties (the "Security Trustee")

Postcode

Presentor's name address and
reference (if any)

Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA

DX 639 London City -
NOJ/IMP18 00014/9243767

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



LD4

LOE5UYZJ

18/04/2008

64

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 CHARGE

The Company has charged with full title guarantee

(a) the Deposit, and

(b) the Rights Issue Receivables,

to the Security Trustee to hold on trust for the Finance Parties on the terms set out in the Priority Deed as continuing security for the payment and discharge of the Secured Obligations

Continued on Addendum 4/4

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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ashurst LLP

Date

17/04/08

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

On behalf of [company] ~~mortgagee/chargee~~†

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

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* insert full name
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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

In this Form 395

"Account" means the account set up by the Company in the name of Imperial Energy Corporation PLC and in which the Company has agreed to pay the proceeds of the Rights Issue into pursuant to the Priority Deed, such account held with the Account Bank's London Branch

"Account Bank" means ABN AMRO Bank N V, London Branch

"Additional Guarantor" means a company which becomes an additional guarantor under the Bridge Facility Agreement or the Existing Facility Agreement

"Additional Liability" means in relation to any Liability, any money, debt or liability due, arising or incurred under or in connection with

(a) any refinancing, deferral or extension of that Liability,

(b) any further advance which may be made under any document, agreement or instrument supplemental to any applicable Finance Document together with any related interest, fees and costs,

(c) any claim for interest accruing on or after the filing of any petition in bankruptcy or for reorganisation relating to the relevant Obligor at the rates specified in the documentation with respect thereto whether or not a claim for post filing interest is allowed in such proceedings,

(d) any claim for damages or restitution in the event of rescission of that Liability or otherwise in connection with any applicable Finance Document,

(e) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Liability on the grounds of preference or otherwise, and

(f) to the extent not already described above, any amount (such as post insolvency interest) which would be included in any of the above but for any discharge non provability, unenforceability or non-allowability of the same in any insolvency or other proceeding

"Agent" means ABN AMRO Bank N V, London Branch

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"Borrower" means Imperial Energy Limited

"Bridge Facility Agreement" means the GBP facility agreement dated 16 April 2008 between, amongst others, the Bridge Finance Parties and the Borrower

"Bridge Finance Documents" means, amongst other things, the Bridge Facility Agreement, the share pledges entered into by the Borrower in connection with the Bridge Facility Agreement, the guarantees entered into by the Russian Subsidiaries in connection with the Bridge Facility Agreement, the Charge, the assignment of certain of the Company's rights under the Contract, the fee letters entered into by the Borrower and the Company in connection with the Bridge Facility Agreement and the Priority Deed

"Bridge Finance Party" means the Agent, ABN AMRO Bank N V , London Branch and Merrill Lynch International as the arrangers, the Security Trustee and the lenders under the Bridge Facility Agreement

"Bridge Liabilities" means the Liabilities owed by the Obligors to any Bridge Finance Party under or in connection with the Bridge Finance Documents as at 16 April 2008, together with any related Additional Liability

"Charge Liabilities" means the Bridge Liabilities and the Existing Liabilities

"Contract" means the Sponsor's and Underwriting Agreement dated 16 April 2008 between the Company, Hoare Govett Limited and Merrill Lynch International

"Deposit" means the balance from time to time standing to the credit of the Account, including all interest credited to the Account, and all the Company's right, title and interest in and to and the benefit of the Account and the indebtedness represented by such credit balance

"Encumbrance" 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

"Existing Facility Agreement" means the USD facility agreement between the Borrower and, amongst others, ABN AMRO Bank N V , London Branch, dated 21 March 2007 as amended and restated by the amendment agreement dated 13 November 2007

"Existing Finance Documents" means, amongst other things, the Existing Facility Agreement, the share pledges entered into by the Borrower in connection with the Existing Facility Agreement, the guarantees entered into by the Russian Subsidiaries in connection with the Existing Facility Agreement, the fee letters entered into by the Borrower and the Company in connection with the Existing Facility Agreement

"Existing Finance Party" means the agent, the arrangers, the security trustee and the lender under the Existing Facility Agreement

"Existing Liabilities" means the Liabilities owed by the Obligors to any Existing Finance Party under or in connection with the Existing Finance Documents as at 16 April 2008, together with any related Additional Liability

"Finance Documents" means the Existing Finance Documents and the Bridge Finance Documents

"Finance Parties" means the Existing Finance Parties and the Bridge Finance Parties

"Financial Indebtedness" means any indebtedness for or in respect of

- (a) moneys borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non recourse basis),

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(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),

(h) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,

(i) any credit from a supplier of goods or services or under any instalment purchase or other similar arrangement in respect of goods or services (except trade accounts payable within 60 days in the ordinary course of business),

(j) any indebtedness incurred or other amounts raised pursuant to the requirements of any Relevant Document, and

(k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) (inclusive) above

"Guarantor" means the Company, Imperial Energy (Cyprus) Limited (a company incorporated in Cyprus), Imperial Energy Nord Limited (a company incorporated in Cyprus), the Russian Subsidiaries or an Additional Guarantor

"Group" means

(a) the Company and its Subsidiaries for the time being,

(b) Limited Liability Company "Sibinterneft", and

(c) any Obligor (to the extent not falling within paragraphs (a) and (b) above)

"Interest" means amounts equal to the interest which would accrue (at such rates and on such basis as may from time to time be determined by the Security Trustee) on a deposit equal in amount to the Deposit placed with the Security Trustee on such basis and in the ordinary course of its business

"Law" means

(a) common or customary Law,

(b) any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction, and

(c) any present or future directive, regulation, practice, concession or requirement which, in each case, has the force of Law and which is issued by any governmental body, agency or department or any central bank or other fiscal, monetary, regulatory, self regulatory or other authority or agency

"Liability" means any present or future obligation or liability of the Obligors, any member of the Group or any one or more of them to any Finance Party for the payment of money whether in respect of principal, interest or otherwise (including, but not limited to dividends), whether actual or contingent, whether owed jointly or severally and whether owed as principal, surety or in any capacity whatsoever including any amount which would constitute such a liability but for any discharge, non provability, unenforceability or non allowability of the same in any insolvency or other proceedings and "Liabilities" shall be construed accordingly

"Obligor" means the Borrower or a Guarantor

"Priority Deed" means the priority deed dated 16 April 2008 and made between, among others, the Borrower, the Company and the Security Trustee

"Receiver" means an administrative receiver, a receiver and manager or a receiver or any other receiver (whether appointed pursuant to the Charge or any statute, by a court or otherwise) of the Deposit or any part of it

"Receiving Agent Agreement" means the agreement dated 14 April 2008 between Capita Registrars Limited and the Company

"Relevant Document" means any licenses, project agreements, the Receiving Agent Agreement, the Contract and other documents designated as such under the Bridge Facility Agreement

"Rights Issue" means the offer of shares by the Company to its existing shareholders in accordance with a prospectus dated 16 April 2008

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* insert full name
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"Rights Issue Receivables" means, subject to the Contract, book debts and other debts, fees, monetary claims and all other amounts at any time recoverable or receivable by, or due or owing, as at 16 April 2008 and in the future, to the Company (whether actual contingent and whether arising under contract or in any manner whatsoever) in respect of the Rights Issue by the Company together with

- (i) the benefit of all rights, guarantees, Encumbrances, and remedies relating to the foregoing (including without limitation rights of tracing, indemnity, reservation of property rights and similar associated rights), and
- (ii) all proceeds of any of the foregoing

"Russian Subsidiaries" means Limited Liability Company "Allianceneftgaz" and Limited Liability Company "Nord Imperial"

"Security" means the security created by the Charge

"Security Documents" means, amongst other things, the Charge and the documents evidencing the share pledges entered into by the Borrower in connection with the Bridge Facility Agreement and the assignment of certain of the Company's rights under the Contract

"Security Period" means the period beginning on 16 April 2008 and ending on the date upon which the Security Trustee is satisfied that

- (a) none of the Finance Parties is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Finance Documents, and
- (b) the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

"Subsidiary" of a company or corporation means any company or corporation

- (a) more than 50 per cent of the issued share capital of which is legally or beneficially owned, directly or indirectly, by the first mentioned company or corporation,
- (b) where the first mentioned company owns the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation

"Vitol Financing" means the loan agreement dated 28 November 2007, as amended on 8 April 2008, between Limited Liability Company "Nord Imperial" and Vitol S A

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* insert full name
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Addendum 3/4

3 Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company* IMPERIAL ENERGY CORPORATION PLC (a company incorporated in England and Wales with
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Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

2 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING

2 1 Negative pledge

2 1 1 Pursuant to clause 20 15 of the Bridge Facility Agreement, as set out in this clause 2 1, the Company may not

(a) create or permit to subsist any Encumbrance over any of its assets, or

(b) unless consented to in writing by the Agent

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re acquired by an Obligor or any other member of the Group,

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts, or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset,

2 1 2 Paragraphs (a) and (b) above do not apply to

(i) any netting or set off arrangement entered into by the Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,

(ii) any lien arising by operation of Law and in the ordinary course of trading,

(iii) any Encumbrance arising pursuant to any title retention arrangements in the ordinary course of business provided that such Encumbrance is discharged within 90 days after the date it is created,

(iv) any Encumbrance arising pursuant to any rental deposit agreement or arrangement in the ordinary course of business, the aggregate principal amount of which with respect to the Group does not exceed at any time USD150,000 (or its equivalent in any other currency or currencies) in any financial year of the Borrower,

(v) any Encumbrance arising under any Security Document, or under or pursuant to the Existing Facility Agreement as at 16 April 2008,

(vi) any Encumbrance arising pursuant to the Vitol Financing provided such Encumbrance meets the criteria set out in clause 20 15(c)(vi) of the Bridge Facility Agreement as set out herein at clause 2 1 2(iv) above, or

(vii) any Encumbrance not falling within paragraphs (i) to (vi) above securing indebtedness and/or other obligations, the aggregate principal amount of which with respect to the Group does not exceed at any time USD250,000 (or its equivalent in any other currency or currencies)

2 2 No Dealings with the Deposit

2 2 1 The Company has acknowledged in clause 4 3 of the Charge, as set out in this 2 2 1, that during the Security Period it shall not (nor shall it be entitled to)

(a) subject to clause 4 1 (b) of the Charge, as set out in clause 2 2 2 below, receive any payments in respect of the Deposit or any part of it,

(b) agree to any waiver or amendment of the terms on which the Account is maintained,

(c) agree to the transfer or closure of the Account, or

(d) assign, charge or otherwise deal with or dispose of all or any part of the benefit of the Account or of the Deposit or any part of it

2 2 2 The Company has agreed in clause 4 1(b) of the Charge, as set out in this clause 2 2 2, that until the end of the Security Period any Interest shall be paid to the Company at such times as may from time to time be determined by the Security Trustee

2 3 Dealings with Rights Issue Receivables

The Company has agreed in clause 8 4 of the Charge, as set out in this clause 2 3, that it will

(a) not, without prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other

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manner deal with any of the Rights Issue Receivables,

(b) hold the proceeds of any Rights Issue Receivables it may receive in error as agent for the Security Trustee and immediately upon receipt pay such proceeds into the Account,

(c) deal with the Rights Issue Receivables and the Account in accordance with any directions given in writing from time to time by the Security Trustee and, in default of and subject to such directions, in accordance with the Charge, and

(d) deliver to the Security Trustee such information as to the amount and nature of the Rights Issue Receivables as the Security Trustee may from time to time reasonably require

2 4 The Account

The Company has agreed in clause 8 5 of the Charge, as set out in this clause 2 4, that without prejudice to clause 4 3 of the Charge, as set out herein at clause 2 2 1, the Company will not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Deposit

3 CONTINUING SECURITY

3 1 Continuing and Independent Security

The Company has agreed in clause 6 1 of the Charge, as set out in this clause 3 1 that the Charge shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Trustee or any other Finance Party may have at any time for the Secured Obligations or any of them

3 2 New Accounts

The Company has agreed in clause 6 2 of the Charge, as set out in this clause 3 2, that if the Security Trustee receives notice of any security created or arising after 16 April 2008 in respect of the Deposit or the Rights Issue Receivables or any part of them or makes demand of the Company for payment of any or all of the Secured Obligations

(a) the Security Trustee may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand), and
(b) thereafter any amounts paid by the Company to the Security Trustee in respect of the Secured Obligations, or realised or recovered by the Security Trustee under the Charge, shall be credited to a new account (or be treated as having been so credited) and not as having been applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations

3 3 Avoidance of Payments

The Company has agreed in clause 6 3 of the Charge, as set out in this clause 3 3, that where any release, discharge or other arrangement in respect of any Secured Obligation, or any security any Finance Party may have for such Secured Obligation, is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not such Finance Party has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, the Charge and the Security shall continue as if such release, discharge or other arrangement had not been given or made

3 4 Immediate Recourse

The Company has agreed in clause 6 4 of the Charge, as set out in this clause 3 4, that neither the Security Trustee nor any other Finance Party shall be obliged before exercising any of the rights conferred on it by the Charge or by law to seek to recover amounts due from the Company or to exercise or enforce any other rights or security it or they may have or hold in respect of the Secured Obligations or any of them

3 5 Waiver of Defences

The Company has agreed in clause 6 5 of the Charge, as set out in this clause 3 5, neither the obligations of the Company under the Charge nor the Security and the rights, powers and remedies conferred on the Security Trustee by

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the Charge or by law, shall be discharged, impaired or otherwise affected by

(a) the winding-up, dissolution, administration or re organisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person,

(b) any of the Secured Obligations or any other security held by the Security Trustee or any other Finance Party in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect,

(c) any time or other indulgence being granted or agreed to or with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Security Trustee or any other Finance Party in respect thereof,

(d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Security Trustee or any other Finance Party in respect thereof,

(e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them,

(f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Security Trustee or any other Finance Party in respect of the Secured Obligations or any of them, or

(g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Company hereunder, the Security or any of the rights, powers and remedies conferred on the Security Trustee by the Charge or by law

4 FURTHER ASSURANCES

The Company has agreed in clause 9 of the Charge, as set out in this clause 4, that it shall from time to time and at its own expense give all such assurances and do all such things as the Security Trustee may require or consider desirable to enable the Security Trustee to perfect, preserve or protect the security created or intended to be created by the Charge or to enable the Security Trustee to exercise any of the rights conferred on the Security Trustee by the Charge or by law and to that intent the Company shall execute all such instruments, deeds and agreements and give all such notices and directions as the Security Trustee may consider expedient. The Company has agreed that the obligations of the Company under clause 9 of the Charge, as set out in this clause 4, are in addition to the covenants for further assurance implied by the Law of Property (Miscellaneous Provisions) Act 1994



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5054461
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER THE RIGHTS ISSUE
RECEIVABLES AND RIGHTS ISSUE PROCEEDS ACCOUNT
DATED 16 APRIL 2008 AND CREATED BY IMPERIAL ENERGY
CORPORATION PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY THE BORROWER AND
EACH GUARANTOR TO THE FINANCE PARTIES (OR ANY OF
THEM) UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 18 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES