

Particulars of a mortgage or charge

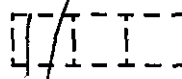
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3084447

Name of company

* Intrepid Energy North Sea Limited (the "Chargor")

Date of creation of the charge

30th June 2003

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

Deed of Charge over shares and securities dated 30th June 2003 (the "Share Charge") and made between the Chargor and J.P.Morgan Europe Limited as agent and trustee for the Banks (the "Chargee")

Amount secured by the mortgage or charge

See attached continuation sheets

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

J. P. Morgan Europe Limited, 125 London Wall, London

Postcode EC2Y 5AJ

Presentor's name address and reference (if any):

Herbert Smith
Exchange House
Primrose Street
London
EC2A 2HS

4611/2324/30830693

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See attached continuation sheets

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed Herbert Smith

Date 1 July 2003

On behalf of ~~[company]~~ ~~[mortgagee]~~ (chargee) †

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

† delete as
appropriate

Notes

- 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Amount secured by the mortgage or charge

The "Liabilities" which means the aggregate of:

- (A) all Indebtedness or other liabilities (in whatever currency they may be expressed) of the Chargor or any other member of the Intrepid Group to the Chargee and the Banks under or in connection with the Financing Documents (whether incurred solely, severally or jointly with others and whether incurred as principal or surety) including (without limitation) all monies advanced on any current, loan or other account (whether existing or opened at any time after the date of the Share Charge), all monies paid by the Chargee or the Banks on account of any bill of exchange, promissory note, guarantee or indemnity and all pecuniary obligations arising out of currency and other financial transactions; and
- (B) any interest accrued in respect of the amounts and liabilities referred to in paragraph (A) above both before demand and from the date of demand to the date of payment, as well after as before judgment (whether any of the same shall have been capitalised or not); and
- (C) all charges, commissions and legal and other expenses incurred in any manner whatsoever by the Chargee or the Banks in relation to such Indebtedness and liabilities or interest or to the Share Charge (including, without limitation, any foreign exchange losses and expenses incurred by the Chargee or the Banks in enforcing or otherwise attempting to recover any such Indebtedness or liabilities) on a full indemnity basis, provided that the liability of the Chargor in relation to disbursements incurred in connection with the preparation, negotiation, execution and syndication of the Financing Documents and otherwise in connection with the negotiation of the Facilities shall be restricted to reasonable disbursements as provided the Credit Agreement.

Short particulars of all the property mortgaged or charged

1. Security

Clause 4 of the Share Charge provides that the Chargor, with full title guarantee and to the intent that the security created shall rank as a continuing security for discharge of the Liabilities:

- (a) charges to the Chargee by way of equitable mortgage the Securities specified in the Initial Schedule;
- (b) charges specifically to the Chargee by way of first fixed charge:
 - (i) the Securities (other than the Securities specified in the Initial Schedule) issued from time to time by or in respect of Intrepid Energy NSL Limited, Intrepid Energy C.N.S. Limited, Intrepid Oil Transportation Limited, Intrepid Energy Alpha Limited, Intrepid Energy Beta Limited and Intrepid Energy Gamma Limited in which the Chargor has an interest (whether legal or equitable); and
 - (ii) such other Securities as the Chargor may propose and the Chargee shall approve,

and the same shall be specified in an additional schedule which shall be signed by the Chargor and the Chargee for the purposes of identification and shall be annexed to the Share Charge (an "**Additional Schedule**"); and

- (c) charges specifically to the Chargee by way of first fixed charge:
- (i) all Distributions made or payable in respect of the aforesaid Securities after the date of the Share Charge; and
 - (ii) all rights, moneys or property (including any Securities and any Distributions made in respect thereof) of whatsoever nature accruing to or offered at any time by way of redemption, bonus, preference, option, purchase consideration or otherwise in right of or in respect of the aforesaid Securities.

The Securities specified in the Initial Schedule are as follows:

Registered Security

2,000,000 ordinary shares of \$1 each in Intrepid Energy NSL Limited

1,000 deferred shares of £1 each in Intrepid Energy C.N.S. Limited

2 ordinary shares of £1 each in Intrepid Oil Transportation Limited

1 ordinary share of £1 in Intrepid Energy Alpha Limited

1 ordinary share of £1 in Intrepid Energy Beta Limited

1 ordinary share of £1 in Intrepid Energy Gamma Limited

Bearer Security

100 ordinary shares of \$1 each in Intrepid Energy C.N.S. Limited

2. Additional or Alternative Security

Clause 4.3 of the Share Charge provides that the Securities specified in an Additional Schedule may be transferred to the Chargee either by way of addition to Securities already charged to the Chargee or (with the Chargee's consent) in consideration of the Chargee releasing any Securities previously charged to the Chargee (particulars of which shall also be specified in an Additional Schedule).

3. Negative Pledge

Clause 17.3 of the Share Charge provides that the Chargor will not grant, or permit to subsist or be granted, any Security on its interests in or under any or all of the Charged Property (other than in favour of the Chargee or as permitted pursuant to clause 14.2.2 of the Credit Agreement).

Definitions

The following terms used in this Companies Form No. 395 shall have the following meanings:

"Banks" means:

1. JPMorgan Chase Bank of 125 London Wall, London EC2Y 5AJ;
2. ABN AMRO Bank N.V. of 250 Bishopsgate, London EC2M 4AA;
3. The Governor and Company of the Bank of Scotland of New Ueberior House, 11 Earl Grey Street, Edinburgh EH3 9BN;
4. The Royal Bank of Scotland plc of 135 Bishopsgate, London EC2M 3UR; and
5. every other bank to whom an interest in the Credit Agreement shall be transferred in accordance with the provisions thereof but excluding any such bank who, at the relevant time, has ceased to have any rights or obligations with respect to the Facilities;

"Charged Property" means all the property charged pursuant to Clause 4 of the Share Charge (see paragraph 1 above), other than any Securities released and re-transferred as contemplated in Clause 4.3 of the Share Charge (see paragraph 2 above);

"Credit Agreement" means the US \$600,000,000 credit agreement dated 19th June 2003 and made between, inter alia, the Chargor, the Banks and the Chargee;

"Distributions" includes dividends, interest and other sums payable on account of Securities;

"Facilities" means Facility A and Facility B;

"Facility A" has the meaning given to it in the Credit Agreement;

"Facility B" has the meaning given to it in the Credit Agreement;

"Financing Documents" has the meaning given to it in the Credit Agreement;

"Indebtedness" means any obligation for the payment or repayment of money, whether present or future, actual or contingent and whether incurred as principal or as surety;

"Intrepid Energy Alpha Limited" means Intrepid Energy North Sea Limited, a company incorporated in England and Wales (company registration number 4796268) and having its registered office at Millbank Tower, 21-24 Millbank, London, SW1P 4QP;

"Intrepid Energy Beta Limited" means Intrepid Energy North Sea Limited, a company incorporated in England and Wales (company registration number 4796282) and having its registered office at Millbank Tower, 21-24 Millbank, London, SW1P 4QP;

"Intrepid Energy C.N.S. Limited" means Intrepid Energy North Sea Limited, a company incorporated in England and Wales (company registration number 2552901) and having its registered office at Millbank Tower, 21-24 Millbank, London, SW1P 4QP;

"Intrepid Energy Gamma Limited" means Intrepid Energy North Sea Limited, a company incorporated in England and Wales (company registration number 4796298) and having its registered office at Millbank Tower, 21-24 Millbank, London, SW1P 4QP;

"Initial Schedule" means the Schedule annexed to the Share Charge;

"Intrepid Energy North Sea (Holdings) Limited" means Intrepid Energy North Sea (Holdings) Limited, a company incorporated in England and Wales (company registration number 4623026) and having its registered office at Millbank Tower, 21-24 Millbank, London, SW1P 4QP;

"Intrepid Energy NSL Limited" means Intrepid Energy North Sea Limited, a company incorporated in England and Wales (company registration number 4079361) and having its registered office at Millbank Tower, 21-24 Millbank, London, SW1P 4QP;

"Intrepid Group" means Intrepid Energy North Sea (Holdings) Limited and the Chargor and all of their subsidiaries from time to time;

"Intrepid Oil Transportation Limited" means Intrepid Energy North Sea Limited, a company incorporated in England and Wales (company registration number 3135059) and having its registered office at Millbank Tower, 21-24 Millbank, London, SW1P 4QP;

"Receiver" means any person or persons appointed by the Chargee to be a receiver or receivers or receiver and manager of the property charged by the Share Charge or any part thereof;

"Securities" includes shares, stock, bonds, warrants, negotiable instruments and certificates of deposit of every description and by whomsoever issued; and

"Security" means any mortgage, charge, pledge, lien, assignment created for the purpose of security, hypothecation, encumbrance or other security interest or preferential arrangement of any kind or other agreement which has the same or similar effect to the granting of security.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03084447

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER SHARES AND SECURITIES DATED THE 30th JUNE 2003 AND CREATED BY INTREPID ENERGY NORTH SEA LIMITED FOR SECURING ALL INDEBTEDNESS OR OTHER LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER MEMBER OF THE INTREPID GROUP TO J.P. MORGAN EUROPE LIMITED AND THE BANKS ON ANY ACCOUNT WHATSOEVER 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 2nd JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JULY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —