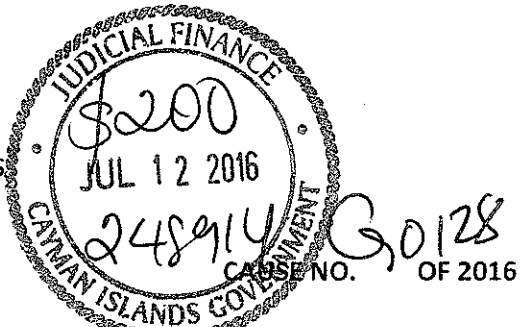


IN THE GRAND COURT OF THE CAYMAN ISLANDS



IN THE MATTER OF A DEED OF RELEASE OF EQUITABLE MORTGAGE DATED 29 FEBRUARY 2016

BETWEEN:

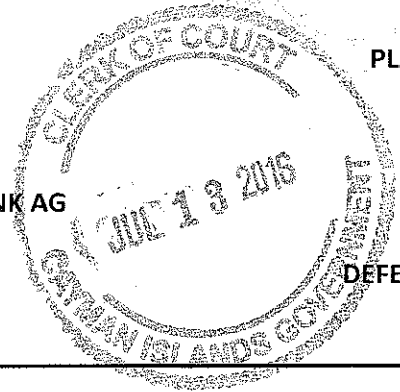
ENDEAVOUR RESOURCES INC.



PLAINTIFF

AND:

UNICREDIT BANK AG



DEFENDANT

ORIGINATING SUMMONS

TO: UniCredit Bank AG, Arabellastrasse 12, D-81925 Munich

LET THE DEFENDANT, within fourteen (14) days after service of this Summons on it, counting the day of service, return the accompanying Acknowledgment of Service to the Courts Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands.

By this Summons, which is issued on the application of Endeavour Resources Inc. in its capacity as one of the original guarantors under a revolving corporate loan facility agreement dated 9 March 2015, the Plaintiff claims against the Defendant:

1. A declaration that, upon the true construction of the deed of release dated 29 February 2016 between the Plaintiff, the Defendant and Cayman Burkina Mines Ltd (the **Deed of Release**):
 - a. In respect of clause 2 of the Deed of Release, that the Defendant has released and discharged:

- i. the "Security" (as that term is defined in the Deed of Release) constituted by the Plaintiff under or pursuant to the "Equitable Mortgage"(as that term is defined in the Deed of Release) only, and that no other security has been released;
 - ii. the Plaintiff from all of its covenants, liabilities, representations and obligations under or pursuant to the "Equitable Mortgage" (as that term is defined in the Deed of Release) only, and not those under or pursuant to any other "Transaction Security Document" (as that term is defined in the Deed of Release); and
 - b. In respect of clause 3 of the Deed of Release, that the Plaintiff has revoked each and every trust and/or power of attorney contained in the "Equitable Mortgage" only, and not those contained in any other "Transaction Security Document".
2. In the alternative, rectification of the Deed of Release by:
 - a. In clause 2 of the Deed of Release:
 - i. deleting the words "Senior Facility Agreement, including without limitation, the";
 - ii. deleting the words "Transaction Security Documents or any of them" and replacing them with the words "Equitable Mortgage"; and
 - b. In clause 3 of the Deed of Release, deleting the words "Transaction Security Documents to which it is a party, including the".
3. Such further or other order as the Court deems fit.
4. No order as to costs.

If the Defendant does not acknowledge service, such judgment may be given or order made against or in relation to him as the Court may think just and expedient.

Dated this 12th day of July 2016

Walkers

Walkers

Attorneys-at-Law for and on behalf of the Plaintiff

NOTE This Summons may not be served later than four (4) calendar months (or, if leave is required to effect service out of the jurisdiction, six (6) months) beginning with that date unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

THIS ORIGINATING SUMMONS was issued by Walkers, Attorneys-at-Law for the Plaintiff, whose address for service is that of its said Attorneys-at-law, namely Walkers, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF ORIGINATING SUMMONS**

The accompanying form of Acknowledgement of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, PO Box 495GT, Grand Cayman, Cayman Islands.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Originating Summons)".
5. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
6. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.

7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2016

IN THE MATTER OF A DEED OF RELEASE OF EQUITABLE MORTGAGE DATED 29
FEBRUARY 2016

BETWEEN:

ENDEAVOUR RESOURCES INC.

PLAINTIFF

AND

UNICREDIT BANK AG

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

1. State the full name of the Defendant by whom or on whose behalf the service of the Originating Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

yes no

Service of the Originating Summons is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Walkers
Attorneys-at-Law
190 Elgin Avenue
George Town
Grand Cayman
KY1-9001
Cayman Islands

Ref: MG/PK/139840

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

Harneys Westwood & Riegels
Harbour Place
103 South Church Street
PO Box 10240
George Town
Grand Cayman
Cayman Islands