

CHFP025

## Declaration in relation to assistance for the acquisition of shares

**155(6)a**

**Pursuant to section 155(6) of the Companies Act 1985**

For official use

**Company number**

0623285

Name of company

\* Abbot Group Limited

~~X~~We g Please see Schedule 1 attached

Ø insert name(s) and address(es) of all the directors

~~Doxxed~~ [all the directors] † of the above company do solemnly and sincerely declare that

The business of the company is

[illegible][illegible]

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] ~~XXXXXXXXXXXXXXXXXXXX~~ Abbot Group Limited

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition] †

The number and class of the shares acquired or to be acquired is 232,371,671

Ordinary Shares of 15 pence each

Presenter's name address and  
reference (if any)  
Simpson Thacher & Bartlett LLP  
Citypoint  
One Ropemaker Street  
London EC2Y 9HU

11954/011958/0116/2116076

For official Use  
General Section

**Post room**



\*AW40K0F9\*

A17

09/06/2008

66

COMPANIES HOUSE

The assistance is to be given to (note 2) Please see Schedule 2 attached

Please do not  
write in this  
margin

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

The assistance will take the form of

Please see Schedule 3 attached

The person who [has acquired] ~~00000000~~ † the shares is

† delete as  
appropriate

Turbo Alpha Limited, (company number 6433748) whose registered office is at 2nd Floor,  
68 Pall Mall, London SW1Y 5ES

The principal terms on which the assistance will be given are

Please see Schedule 4 attached

The amount of cash to be transferred to the person assisted is £ Please see Schedule 5 attached

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks from today's date

Please do not  
write in this  
margin

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

Delete either (a) or  
(b) as appropriate

~~X~~ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

(a) ~~X~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

(b) ~~XXXXXX~~ We have formed the opinion that the company will be unable to pay its debts as they fall due during the year immediately following that date]\* (note 3)

And ~~X~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at

Aberdeen

Declarants to sign below

Day Month Year  
on 

03	06	2008
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before me Nicola Moerman NICOLA MOERMAN, NOTARY  
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or a Solicitor having the powers conferred on  
a Commissioner for Oaths

PUBLIC

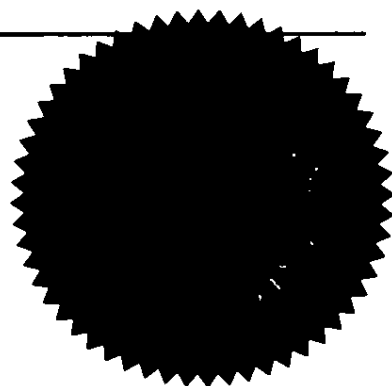
## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB



**Schedule 1 to the Statutory Declaration  
List of Directors**

Alasdair James Dougall Locke  
Glenrinnes Lodge, Dufftown, Keith, Banffshire, AB55 4BS

Peter John Milne  
Craigwood, Blairs, Aberdeen, AB12 5YT

Holger Wilhelm Temmen  
Kappelner Weg 28, Mettingen, 49497, Germany

Maurice Alistair White  
Claremont, 2 Queens Road, Stonehaven, Kincardineshire, AB39 2HQ

## **Schedule 2 to the Statutory Declaration**

Turbo Alpha Limited  
(Company number 6433748)  
2<sup>nd</sup> Floor  
68 Pall Mall  
London SW1Y 5ES

Turbo Alpha II Limited  
(Company number 6511474)  
2<sup>nd</sup> Floor  
68 Pall Mall  
London SW1Y 5ES

Turbo Beta Limited  
(Company number 6433751)  
2<sup>nd</sup> Floor  
68 Pall Mall  
London SW1Y 5ES

**Schedule 3 to the Statutory Declaration  
Form of Assistance**

The assistance will take the form of

- 1 the execution, delivery and performance by Abbot Group Limited (the "Company") of its obligations as a borrower and a guarantor under an accession agreement to a USD1,550,000,000 senior facilities agreement dated 15 March 2008 (as amended and restated from time to time including any amendment from time to time which may increase the amount of the senior facilities) between, among others, Goldman Sachs International, The Royal Bank of Scotland plc, Lloyds TSB Bank PLC and Bank of Scotland plc (together the "**Arrangers**"), Goldman Sachs International, The Royal Bank of Scotland plc, Lloyds TSB Bank PLC and Bank of Scotland plc (together the "**Original Lenders**"), The Royal Bank of Scotland plc as agent (the "**Senior Agent**"), Turbo Alpha Limited ("**Bidco**") as the initial borrower and Turbo Alpha II Limited ("**Holdco**") and Bidco as guarantors (the "**Senior Facilities Agreement**"),
- 2 the execution, delivery and performance by the Company of its obligations as a borrower and a guarantor under an amendment agreement to the Senior Facilities Agreement dated 22 May 2008 whereby, amongst other things, the total principal amount available under the Senior Facilities Agreement shall be increased by USD75,000,000 (the "**Amendment Agreement**"),
- 3 the execution, delivery and performance by the Company of its obligations as a guarantor under an accession agreement to a USD235,000,000 and EUR250,000,000 mezzanine facilities agreement dated 15 March 2008 (as amended and restated from time to time including any amendment from time to time which may increase the amount of the mezzanine facilities) between, among others, the Arrangers, the Original Lenders, RBS Mezzanine Limited as agent (the "**Mezzanine Agent**"), Turbo Beta Limited as the initial borrower and Holdco and Bidco as guarantors (the "**Mezzanine Facilities Agreement**") (together with the Senior Facilities Agreement and the Amendment Agreement, the "**Financing Agreements**"),
- 4 the execution, delivery and performance by the Company of its obligations as an obligor under an accession deed to an intercreditor agreement dated 15 March 2008 (as amended and restated from time to time) between, among others, the parties to the Financing Agreements (the "**Intercreditor Agreement**"),
- 5 the execution, delivery and performance by the Company of its obligations under an English law debenture to be entered into between, among others, the Company as chargor and The Royal Bank of Scotland plc as security agent (the "**Security Agent**") (the "**Debenture**"),
- 6 the execution, delivery and performance by the Company of its obligations under a Scottish law account charge to be entered into between the Company as chargor and the Security Agent (the "**Account Charge**"),
- 7 the execution, delivery and performance by the Company of its obligations under a Scottish law share pledge agreement pursuant to which the Company will grant security over its shares held in each of KCA DEUTAG Drilling Limited in favour of the Security Agent (the "**Scottish Share Pledge**"),

- 8 the execution, delivery and performance by the Company of its obligations under an intra-group loan agreement to be entered into on or about the date hereof between the Company (as borrower and lender) and certain group companies (as borrowers and lenders) (as may be amended, restated, supplemented, novated and/or replaced from time to time) (the "**Whitewash Loan Agreement**"), and
- 9 the execution, delivery and performance by the Company of such further documents as are from time to time required by the terms of the Financing Agreements, the Intercreditor Agreement, the Debenture, the Account Charge, the Scottish Share Pledge and the Whitewash Loan Agreement, including, but not limited to, documents that are required to be executed pursuant to an obligation on the Company to provide further assurances

**Schedule 4 to the Statutory Declaration**  
**Principal Terms on which the Assistance will be given**

- 1 The principal terms on which the assistance will be given under the terms of the Senior Facilities Agreement are
  - (a) the Company agrees to become a guarantor under the Senior Facilities Agreement and agrees to be bound by the terms of the Senior Facilities Agreement,
  - (b) as a guarantor the Company guarantees to each Senior Finance Party (as defined in Annex I to this Schedule) as principal obligor the due and punctual performance by each other Senior Obligor (as defined in Annex I to this Schedule) of all such Senior Obligor's payment obligations to such Senior Finance Party under the terms of the Senior Finance Documents (as defined in Annex I to this Schedule) as and when it becomes due,
  - (c) as a guarantor the Company undertakes with each Senior Finance Party that if any other Senior Obligor fails to pay any amount when due under or in connection with any Senior Finance Document it will pay such sum to the Senior Agent on demand as if it was the principal obligor,
  - (d) as a guarantor the Company undertakes to indemnify each Senior Finance Party immediately on demand against all losses, damages, costs and expenses incurred by such Senior Finance Party if any obligation guaranteed by it in the Senior Facilities Agreement is or becomes unenforceable, invalid or illegal and the amount of such cost, loss or liability shall be equal to the amount which that Senior Finance Party would otherwise have been entitled to recover, and
  - (e) the Company agrees to become a borrower under the Senior Facilities Agreement and agrees to assume liability for (and thereby discharge to the same extent) repayment of a principal amount of USD112,956 08 (and payment of interest and other related costs) borrowed by Turbo Alpha Limited under the Senior Facilities Agreement to refinance certain existing indebtedness of the Company
- 2 The principal terms on which the assistance will be given under the terms of the Mezzanine Facilities Agreement are
  - (a) the Company agrees to become a guarantor under the Mezzanine Facilities Agreement and agrees to be bound by the terms of the Mezzanine Facilities Agreement,
  - (b) as a guarantor the Company guarantees to each Mezzanine Finance Party (as defined in Annex I to this Schedule) as principal obligor the due and punctual performance by each other Mezzanine Obligor (as defined in Annex I to this Schedule) of all such Mezzanine Obligor's payment obligations to such Mezzanine Finance Party under the terms of the Mezzanine Finance Documents (as defined in Annex I to this Schedule) as and when they become due,



- (c) as a guarantor the Company undertakes with each Mezzanine Finance Party that if any other Mezzanine Obligor fails to pay any amount when due under or in connection with any Mezzanine Finance Document it will pay such sum on demand to the Mezzanine Agent as if it was the principal obligor, and
  - (d) as a guarantor the Company undertakes to indemnify each Mezzanine Finance Party on demand against all losses, damages, costs and expenses incurred by such Mezzanine Finance Party if any obligation guaranteed by it in the Mezzanine Facilities Agreement is or becomes unenforceable, invalid or illegal and the amount of such cost, loss or liability shall be equal to the amount which that Mezzanine Finance Party would otherwise have been entitled to recover
- 3 The principal terms on which the assistance will be given under the terms of the Intercreditor Agreement are
  - (a) the Company acknowledges (amongst other things) the arrangements made between, among others, the Obligors (as defined in Annex I to this Schedule) and the Finance Parties (as defined in Annex I to this Schedule) which regulate the ability of the Company to make certain payments to those parties and the priorities between the parties thereto, and
  - (b) the Company agrees that intercompany debts owed to it are postponed and subordinated to the liabilities owed by the Obligors to the Finance Parties
- 4 The principal terms on which the assistance will be given under the terms of the Debenture are
  - (a) the Company
    - (i) assigns by way of security absolutely all its present and future rights, title and interest in and to
      - (A) any charter contracts it has entered into with any charter party,
      - (B) any inter-company loans it has made to other members of the group of companies consisting of Turbo Alpha Limited and its subsidiaries (the "Group") including all moneys payable to the Company,
      - (C) any claims, awards and judgments in favour of the Company, thereunder or in connection therewith, and
      - (D) any insurances and all related proceeds, claims of any kind, returns of premium and other benefits thereunder,
    - (ii) charges
      - (A) by way of first legal mortgage, all real property in England and Wales now belonging to it,

(B) (to the extent they are not subject to a mortgage under (A) above) by way of fixed equitable charge, all real property now belonging to it and real property acquired by it in the future,

(C) by way of first fixed charge all its present and future

- 1 uncalled capital and goodwill,
- 2 book debts,
- 3 bank accounts,
- 4 rigs,
- 5 shares and dividends,
- 6 any rights not effectively assigned under (i) above,
- 7 intellectual property,
- 8 investments,
- 9 plant and machinery, and
- 10 beneficial interest in any pension fund,

in each case as more fully set out in the Debenture, and

(D) by way of first floating charge all its undertaking and assets both present and future,

(b) the Company undertakes to promptly do whatever the Security Agent reasonably requires

- (i) to perfect or protect the security created and its priority under the Debenture, or
- (ii) while the security created under the Debenture is enforceable, to facilitate the realisation of the assets subject to such security or the exercise of any rights vested in the Security Agent or any receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the assets subject to such security (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction, and

(c) the Company undertakes not to create or permit to subsist any security over any asset assigned or charged under paragraph 4(a) above, except as permitted under the Senior Finance Documents or the Mezzanine Finance Documents

- 5 The principal terms on which the assistance will be given under the terms of the Account Charge are
- (a) the Company agrees to grant security over its bank accounts held in Scotland and any deposits in those accounts as security for all obligations under the Senior Finance Documents and Mezzanine Finance Documents,
  - (b) the Company agrees that it shall not create or permit to subsist any security over any of the Charged Assets other than pursuant to a Permitted Transaction (where “**Charged Assets**” and “**Permitted Transaction**” have the meanings given to them in the Account Charge), and
  - (c) the Company agrees to provide further assurances that it shall promptly do whatever the Security Agent reasonably requires in connection with the creation, perfection, protection, realisation or enforcement of such security, to facilitate the exercise by the Security Agent of its rights, powers or discretions
- 6 The principal terms on which assistance will be given under the Scottish Share Pledge are
- (a) the Company agrees to grant security over its shares held in KCA DEUTAG Drilling Limited as security for all its obligations under the Senior Finance Documents and the Mezzanine Finance Documents,
  - (b) the Company agrees that it shall not create or permit to subsist any security over any Charged Asset except as otherwise permitted by the Senior Finance Documents or the Mezzanine Finance Documents (where “**Charged Asset**” has the meaning given to it in the Scottish Share Pledge), and
  - (c) the Company agrees to provide further assurances that it shall promptly do whatever the Security Agent reasonably requires in connection with the perfection, protection, realisation or enforcement of such security, to facilitate the exercise of the Security Agent of its rights, powers or discretions
- 7 The principal terms on which the assistance will be given under the terms of the Whitewash Loan Agreement are that the Company and certain of its subsidiaries grant each other facilities of up to USD2,000,000,000 plus the amount of any interest, fees, costs and expenses payable under the Senior Finance Documents and the Mezzanine Finance Documents (or such other amount as may be agreed by the parties to the Whitewash Loan Agreement) for the purpose of, inter alia, enabling monies to be lent by the Company to any Senior Obligor or Mezzanine Obligor to repay borrowings and make other payments required to be made under the Senior Finance Documents and the Mezzanine Finance Documents, respectively

## **Annex I**

### **Definitions**

<b>“Finance Parties”</b>	means the Senior Finance Parties and the Mezzanine Finance Parties,
<b>“Mezzanine Finance Documents”</b>	means the Mezzanine Facilities Agreement, the security documents, the reports proceeds letter, the commitment letter, the Intercreditor Agreement, the subordination agreements, each accession document, (for the purposes of the provisions of the Mezzanine Facilities Agreement regulating the relationship between the agent and the other finance parties only) the warrant distribution agreement, each resignation letter, each compliance certificate, each utilisation request, each transfer certificate, the fees letters and any other documents or agreement designated as such by the Mezzanine Agent and Turbo Beta Limited, in each case as set out in full in the Mezzanine Facilities Agreement,
<b>“Mezzanine Finance Parties”</b>	means each of the Arrangers, the Mezzanine Agent, the Security Agent, and each lender (as defined in the Mezzanine Facilities Agreement) and <b>“Mezzanine Finance Party”</b> means any of them,
<b>“Mezzanine Obligors”</b>	means the borrower and each guarantor under the Mezzanine Facilities Agreement and <b>“Mezzanine Obligor”</b> means any of them,
<b>“Obligors”</b>	means the Senior Obligors and the Mezzanine Obligors,
<b>“Senior Finance Documents”</b>	means the Senior Facilities Agreement, the ancillary documents, the security documents, the hedging documents, the hedging strategy letter, the reports proceeds letter, the commitment letter, the Intercreditor Agreement, each accession document, each resignation letter, each compliance certificate, each utilisation request, each transfer certificate, each letter of credit and/or lender guarantee, the fees letters and any other document or agreement designated as such by the Senior Agent and Bidco, in each case as set out in full in the Senior Facilities Agreement,
<b>“Senior Finance Parties”</b>	means each of the Arrangers, the Senior Agent, the Security Agent, each lender, each issuing bank, each ancillary lender, each fronting bank, each indemnifying revolving facility lender, the revolving issuing bank, the funded LC issuing bank and each hedging lender and <b>“Senior Finance Party”</b> means any of them, and

**“Senior Obligors”**

means each borrower and each guarantor under the Senior Facilities Agreement and “**Senior Obligor**” means any of them

**Schedule 5 to the Statutory Declaration**

Cash to be transferred at the time of the giving of financial assistance is nil. However cash may become payable under the Whitewash Loan Agreement up to a maximum of USD2,000,000,000 plus the amount of any interest, fees, costs, and expenses, payable under

- 1 the Senior Facilities Agreement, and
- 2 a proceeds loan agreement between Turbo Alpha Limited as borrower and Turbo Alpha II Limited as lender dated 15 March 2008 whereby Turbo Alpha II Limited loaned the proceeds of the facilities under the Mezzanine Facilities Agreement to Turbo Alpha Limited (the "**Proceeds Loan**"),

or such other amount as may be agreed between the borrowers and the lenders under the Whitewash Loan Agreement

The Directors  
Abbot Group Limited  
Minto Drive  
Altens Industrial Estate  
ABERDEEN  
AB12 3LW

3 June 2008

Dear Sirs

**Report of the Independent Auditor to the directors of Abbot Group Limited (the "Company")  
pursuant to Section 156(4) of the Companies Act 1985**

We report on the attached statutory declaration of the directors dated 3 June 2008, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company should give financial assistance for the purchase of 232,371,671 of the ordinary shares of the Company. This report including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

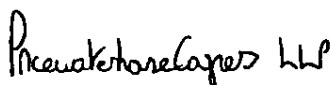
**Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP  
Chartered Accountants and Registered Auditors