

# M

## COMPANIES FORM No 395

### Particulars of a mortgage or charge

125 318/50 0/8  
**395**

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

Please do not write  
in this margin

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

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

For Official use

Company Number

10

00623285

Name of Company

Abbot Group Limited (the "Company")

\*insert full name of  
company

Date of creation of the charge

16 June 2008

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

Fixed and Floating Security Document (the "Security Document") dated 16 June 2008 between, amongst others, the Company and The Royal Bank of Scotland plc (the "Security Agent", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc as security agent for the benefit of the Beneficiaries

Level 3, 2 ½ Devonshire Square, London

Postcode

EC2M 4XJ

Presenter's name address and  
reference (if any)

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ  
Tel 020 7456 4000

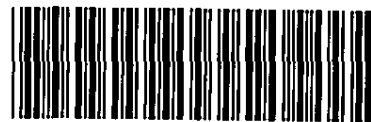
Ref Chns Medley/L-152956

Time critical reference

For official Use  
Mortgage Section

Post room

TUESDAY



\*LLBSA0UD\*

LD4

24/06/2008

96

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

**(PLEASE SEE ATTACHED CONTINUATION SHEET)**

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)

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)

Signed *Linahlin LLP*

Date 23 June 2008

On behalf of mortgagee/chargee

**Note**

<sup>†</sup> 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, e g "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 including 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 CF4 3UZ

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Name of Company

Abbot Group Limited

Company Number

00623285

Fixed and Floating Security Document dated 16 June 2008

**Amount secured by the mortgage or charge**

The "Liabilities", which are defined in the Security Document as meaning, in relation to each Chargor, all present and future moneys, debts and liabilities due, owing or incurred by that Chargor to any Beneficiary under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety, cautioner or otherwise)

Fixed and Floating Security Document dated 16 June 2008

## Short particulars of all the property mortgaged or charged

### 1 Assignment

**1.1 Creation:** Pursuant to Clause 3 (*Assignment*) of the Security Document and subject to Clause 6 (*Limitations*) of the Security Document, the Company, with full title guarantee (and so far as relating to assets located in Scotland or otherwise governed by Scottish law, with absolute warrandice) and as security for the payment of all Liabilities, assigned absolutely to the Security Agent all its present and future right, title and interest in and to

- (a) the Assigned Contracts, including all moneys payable to the Company, and any claims, awards and judgments in favour of the Company, under or in connection with the Assigned Contracts, and
- (b) the Insurances, including all related proceeds, claims of any kind, returns of premium and other benefits

### 2 Fixed Charges

**2.1** Pursuant to Clause 4 (*Fixed Charges*) of the Security Document and subject to Clause 6 (*Limitations*) of the Security Document, the Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Beneficiaries)

- (a) by way of first legal mortgage, all Real Property in England and Wales now belonging to it,
- (b) by way of first fixed equitable charge, all Real Property now belonging to it and all Real Property acquired by it in the future (save for any Real Property located in Scotland), and
- (c) by way of first fixed charge, all its present and future
  - (i) uncalled capital and goodwill,
  - (ii) Book Debts,
  - (iii) Bank Accounts,
  - (iv) Investments;
  - (v) Shares and Dividends,
  - (vi) Rigs,
  - (vii) rights in any Assigned Contract (to the extent not effectively assigned under Clause 3 (*Assignment*) of the Security Document),
  - (viii) Intellectual Property,
  - (ix) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) above), and
  - (x) beneficial interest in any pension fund

### 3 Floating Charge

Fixed and Floating Security Document dated 16 June 2008

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

- 3 1 Creation** Pursuant to Clause 5 (*Floating Charge*) of the Security Document, the Company, with full title guarantee (and so far as relating to assets located in Scotland or otherwise governed by Scottish law, with absolute warrandice) and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Beneficiaries) by way of first floating charge its undertaking and all its rights and assets, both present and future (including (i) assets not effectively charged by Clause 4 (*Fixed Charges*) or assigned by Clause 3 (*Assignment*) of the Security Document and (ii) all its undertakings, rights and assets located in, or otherwise governed by the law of, Scotland)

Note (1) The Security Document provides that

- 1 Security** The Company shall not create or permit to subsist any Security over any Charged Asset other than pursuant to a Permitted Debenture Transaction
- 2 Disposal** The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset other than pursuant to a Permitted Debenture Transaction
- 3 Conversion by Notice:** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)
- 3.1** if it is necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- 3.2** after the occurrence of an Enforcement Event
- 4 Automatic Conversion:** If
- 4.1** any Chargor takes any step to create any Security in breach of Clause 8 1 (*Security*) of the Security Document over any of the Charged Assets not subject to a fixed Charge,
- 4.2** any corporate action, legal proceedings or other procedure or step is taken in relation to the administration, winding up, dissolution, suspension of payments or reorganisation (by way of voluntary arrangement, scheme or otherwise) of any Chargor, or
- 4.3** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,
- the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

Fixed and Floating Security Document dated 16 June 2008

## Short particulars of all the property mortgaged or charged

Note (2) In this Form, except to the extent that the context requires otherwise

any reference to "**assets**" includes present and future properties, revenues and rights of every description

"**Assigned Contracts**" means (a) any Intercompany Loan Agreement, (b) any Charter Contracts and (c) any Insurances

"**Bank Accounts**" of the Company means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"**Beneficiaries**" means, in relation to the Charges created in the Security Document

- (a) the Senior Finance Parties,
- (b) each Hedge Counterparty,
- (c) each Lender participating in the Incremental Capex Facility (as defined in the Senior Facilities Agreement),
- (d) the Mezzanine Facilities Finance Parties, provided that on and from the Mezzanine Facilities Amendment Date the Mezzanine Facilities Finance Parties shall not be Beneficiaries,

in each case, unless otherwise stated, as such terms are defined in the Intercreditor Agreement

"**Book Debts**" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"**Chargors**" means the companies listed in Schedule 1 (*The Chargors*) of the Security Document

"**Charter Contracts**" means all charter agreements, management contracts or contracts of a similar nature entered into by a Chargor, now or in the future

"**Dividends**" means, in relation to any Investment, all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Investment,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Investment,
- (c) allotments, offers and rights accruing or offered in respect of that Investment, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Investment

Fixed and Floating Security Document dated 16 June 2008

## Short particulars of all the property mortgaged or charged

**"Enforcement Event"** means the occurrence of

- (a) a Senior Declared Default, or
- (b) prior to Mezzanine Facilities Amendment Date only, a Mezzanine Facilities Declared Default,

in each case as such terms are defined in the Intercreditor Agreement

**"Finance Document"** means the Senior Finance Documents, the Hedging Documents, and prior to Mezzanine Facilities Amendment Date only, the Mezzanine Facilities Finance Documents, each as defined in the Intercreditor Agreement

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Group"** means Bidco and its Subsidiaries from time to time which shall include the Target Group following the Effective Date

**"Insurances"** of the Company means

- (a) all contracts and policies of insurance of any kind (other than any third party insurances) now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest,
- (b) all payments paid or payable to a Chargor pursuant to any policy in (a) above, and/or
- (c) all claims, rights and remedies of a Chargor pursuant to any policy in (a) above

**"Intellectual Property"** of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

**"Intercompany Loan Agreement"** means any documented intercompany loan agreement entered into from time to time by any Chargor with a member of the Group, excluding any such agreement entered into in the ordinary course of business for the purposes of intra-Group cash management or netting

**"Intercreditor Agreement"** means the intercreditor agreement dated 15 March 2008 and entered into between, amongst others, the Company and the Security Agent as amended, novated, supplemented, extended or restated from time to time

**"Investments"** of the Company means

- (a) securities and investments of any kind in another Obligor or Material Group Company (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire such securities and investments,

Fixed and Floating Security Document dated 16 June 2008

## Short particulars of all the property mortgaged or charged

- (c) all rights relating to such securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to such securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

**"Permitted Debenture Transaction"** means any transaction, arrangement, agreement, investment, security, disposal, acquisition or payment permitted by or arising under any Finance Document

**"Real Property"** means any material freehold and leasehold property in England and Wales and other material real property anywhere in the world including, without prejudice to the foregoing generality, any heritable or leasehold property located in Scotland (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**"Rigs"** means all rigs (whether land-based, classed as a vessel or otherwise), or plant of a similar nature, owned by a Chargor now or in the future

**"Security"** means

- (a) any mortgage, charge (fixed or floating), pledge, lien, hypothecation, set-off, assignment or trust arrangement or any other agreement or arrangement achieving a substantially similar effect, and
- (b) a transaction under which any member of the Group will
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are contractually required to be leased to or reacquired by 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 arrangement with the effect of conferring a preferential right to assets in an insolvency,

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

**"Senior Facilities Agreement"** means the senior facilities agreement dated 15 March 2008 and entered into between, amongst others, the Company, Goldman Sachs International, The Royal Bank of Scotland plc, Lloyds TSB Bank PLC and Bank of Scotland PLC as arrangers, and the Security Agent as amended, novated, supplemented, extended or restated from time to time

**"Shares"** of the Company means



Fixed and Floating Security Document dated 16 June 2008

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

- (a) all present and future shares in each Chargor, including the shares issued and outstanding at the date of the Security Document described in Schedule 2 (*Shares*) of the Security Document, as set out in Note (4) below,
- (b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person), and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

Note (3) The companies listed in Schedule 1 (*The Chargors*) of the Security Document are as follows

Name of Chargor	Registration number (or equivalent, if any)
Abbot Group Limited	00623285
Abbot Holdings Limited	02682916
Abbot Investments (North Africa) Limited	05246036
KCA DEUTAG Caspian Limited	01877963
KCA DEUTAG Drilling Group Limited	01059871
KCA European Holdings Limited	04286946
KCA DEUTAG Technical Support Limited	SC219425
KCA DEUTAG Drilling Limited	SC031961

Note (4) The Shares specified in Schedule 2 (*Shares*) of the Security Document are as follows

Chargor holding Shares	Company in which Shares are held	Registration Number	No. of Shares	Type
Abbot Group Limited	Abbot Holdings Limited	02682916	273,373,672 shares of £1 each	Ordinary
Abbot Group Limited	Abbot Investments (North Africa) Limited	05246036	1 ordinary share of £1 each	Ordinary
KCA DEUTAG Drilling Group Limited	KCA DEUTAG Caspian Limited	01877963	2 ordinary shares of £1 each	Ordinary
Abbot Holdings Limited	KCA DEUTAG Drilling Group Limited	01059871	14,422,374,200 ordinary shares of £0.01 each	Ordinary and Preference

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Fixed and Floating Security Document dated 16 June 2008

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

			and 50,000 preference shares of £1 each	
KCA DEUTAG Drilling Group Limited	KCA European Holdings Limited	04286946	6,215 ordinary shares of £1 each	Ordinary



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 623285  
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY  
DOCUMENT DATED 16 JUNE 2008 AND CREATED BY ABBOT  
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE CHARGOR TO THE BENEFICIARIES  
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 24 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JUNE 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES