

MR01

Particulars of a charge

020756/220

020769/26

IRIS Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.cor



WEDNESDAY

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument Use form MR01

A26 04/06/2014 #6 e
COMPANIES HOUSE
A39CWE7J
A35 23/05/2014 #127 k
COMPANIES HOUSE
A38IAANM

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 0 6 2 3 2 8 5

Company name in full ABBOT GROUP LIMITED

0020 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d6 m0 m5 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LLOYDS BANK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

- ✓ ☒ Yes
☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- ☐ Yes Continue
✓ ☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- ✓ ☒ Yes
☐ No

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Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Latham J. Watkins

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **KATIE PEEK**Company name
LATHAM & WATKINSAddress **99 BISHOPSGATE**Post town **LONDON**

County/Region

Postcode

E	C	2	M		3	X	F
---	---	---	---	--	---	---	---

Country **UNITED KINGDOM**

DX

Telephone **020 7710 1820****Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 623285

Charge code: 0062 3285 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2014 and created by ABBOT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2014

Given at Companies House, Cardiff on 10th June 2014

P



Companies House

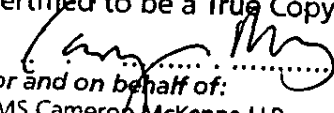


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

C/M/S/

Law Tax

Certified to be a True Copy


For and on behalf of:
CMS Cameron McKenna LLP,
Saltire Court, 20 Castle Terrace,
Edinburgh EH1 2EN

SHARE PLEDGE

between

Abbot Group Limited

and

Lloyds Bank plc

Ref JPM003 0008

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AGREEMENT

BETWEEN

- (1) **ABBOT GROUP LIMITED**, a company incorporated in England and Wales with registered number 00623285 and having its registered office at 3 Colmore Circus, Birmingham B4 6BH (the **Chargor**),

and

- (2) **LLOYDS BANK PLC**, for itself and as security trustee for the Secured Parties (the **Security Agent**),

WHEREAS

- A The Chargor enters into this Share Pledge in connection with the Secured Debt Documents (as defined below)
- B The board of directors of the Chargor is satisfied that entering into this Share Pledge is for the purposes and to the benefit of the Chargor and its business
- C The Security Agent holds the benefit of this Share Pledge for itself and on trust for the Secured Parties on the terms of the Intercreditor Agreement

THEREFORE IT IS AGREED AS FOLLOWS

1 INTERPRETATION

1.1 Definitions

In this Share Pledge, unless a contrary indication appears, terms used in the Intercreditor Agreement have the same meaning and construction and

Agreed Security Principles means the principles set forth in Schedule 1.01A of the Senior Facilities Agreement,

Charged Assets means the Shares and all stocks, shares, warrants, securities, rights, moneys property or other assets (including the dividends, interest or income thereon or therefrom) which may at any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or otherwise in respect of or derived from any of the Shares or any derivatives thereof including the proceeds of any sale of any of the Shares,

Charges means all or any of the Security created or expressed to be created by or pursuant to this Share Pledge,

Company means the company listed in Part 1 of the Schedule annexed hereto,

Currency of Account means the currency in which the relevant indebtedness is denominated or, if different, is payable,

Enforcement Event means a Senior Secured Facilities Acceleration Event, a Senior Secured Notes Acceleration Event, a Facility D Acceleration Event, a Pari Passu Debt Acceleration

Event or, after the Senior Secured Discharge Date, a High Yield Acceleration Event (in respect of the High Yield Secured Documents only),

Insolvency Act means the Insolvency Act 1986,

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Share Pledge and made between, among others, Parent, Senior Secured Facilities Borrowers, Senior Secured Notes Issuer, Facility D Borrower, the Original Debtors, the Administrative Agent, the RCF Agent, the Senior Secured Notes Trustee, the Facility D Agent, the Security Agent, Hedging Banks and the Arrangers, each as defined therein,

Permitted Transaction means any transaction, arrangement, agreement, investment, security, disposal, acquisition or payment permitted by or arising under any Secured Debt Document,

Person includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality),

Schedule means the schedule in two parts annexed and executed as relative hereto,

Secured Debt Documents means the Finance Documents other than the High Yield Unsecured Documents,

Secured Liabilities means the Senior Secured Facilities Lender Liabilities, the Creditor Representative Liabilities, the Arranger Liabilities, the Senior Secured Notes Liabilities, the Facility D Liabilities, the Pari Passu Debt, the High Yield Secured Liabilities and the Hedging Liabilities,

Secured Obligations means

- a) all the Secured Liabilities, and
- b) all other present and future debts and obligations at any time due, owing or incurred by any member of the Restricted Group and by each Debtor to any Secured Party under the relevant Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity including the Parallel Debt Obligations,

Secured Parties means the Senior Secured Creditors, the High Yield Secured Creditors, the Arrangers, the Security Agent, the Facility D Security Agent and any Receiver or Delegate from time to time but

- a) in the case of each Senior Secured Creditor and High Yield Secured Creditor, only if its Creditor Representative is party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 21 (Changes to the Parties) of the Intercreditor Agreement,

b) in the case of each Senior Secured Facilities Lender and Pari Passu Creditor under a bilateral loan, credit or guarantee facility who is not represented by a facility agent, each Hedging Bank, each Ancillary Lender which is an Affiliate of a Senior Secured Facilities Lender and each Arranger, only if it is party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 21 (Changes to the Parties) of the Intercreditor Agreement, and

Shares means

- a) all present and future shares in the Company, including the shares issued and outstanding at the date of this Share Pledge set out in Part 2 of the Schedule annexed hereto,
- 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

1 2 Construction

The expressions the **Chargor** and the **Security Agent** shall include the permitted successors, assignees and transferees of the Chargor and the Security Agent

Any reference in this Share Pledge to a **Secured Debt Document** or any other agreement or instrument is a reference to that Secured Debt Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Secured Debt Document or other agreement or instrument

The other provisions in clause 1 2 (Construction) of the Intercreditor Agreement apply to this Share Pledge with all necessary changes

This Share Pledge shall be construed in accordance with the Intercreditor Agreement. If any provision of this Share Pledge conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall prevail unless contrary to law

The date of delivery of this Share Pledge is the date of delivery stated below the signature of the Chargor

2 UNDERTAKING TO PAY

The Chargor undertakes to the Security Agent that it shall pay the Secured Obligations when due in accordance with the terms of the relevant Secured Debt Document

3 SECURITY

3.1 Security

The Chargor with absolute warrantice and as security for the payment of the Secured Obligations, hereby pledges and assigns absolutely to the Security Agent (for itself and as trustee for the Secured Parties) its whole right, title, interest and benefit in and to the Charged Assets and undertakes to ensure the transfer of the Charged Assets by the registered holder of the Shares at the relevant time to the Security Agent or its nominee as the Security Agent may direct forthwith

3.2 Acknowledgement

The Security Agent hereby acknowledges that, notwithstanding any transfer or delivery to it or its nominee ex facie absolutely of the Charged Assets and any registration of the Charged Assets in the name of the Security Agent or any person holding to the order of the Security Agent or the custody thereof by the Security Agent or any such person the Charged Assets are and shall truly be held by it as security for the payment of the Secured Obligations on the terms and conditions of this Share Pledge

4 REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Security Agent and to each of the Secured Parties that the Chargor is the sole beneficial owner of and has full right and title to the Shares and that the same are fully paid up and validly allotted and are not subject to any calls or any option or other third party right which would prejudice the creation or perfection of the Charges

5 UNDERTAKINGS BY THE CHARGOR

5.1 Promptly on execution of this Share Pledge, the Chargor hereby undertakes to deliver to the Security Agent a valid executed transfer or transfers of all Shares currently held in favour of the Security Agent or its nominee, together with the relevant share certificate(s)

5.2 The Chargor hereby undertakes to the Security Agent and to each of the Secured Parties that during the continuance of this Security it will duly execute and ensure that the Company will forthwith duly register all transfers of the Shares and any other shares in the Company for the time being included in the Charged Assets in favour of the Security Agent or its nominee

6 RESTRICTIONS AND FURTHER ASSURANCE

6 1 The Chargor shall not create or permit to subsist any Security over any Charged Asset other than pursuant to a Permitted Transaction

6 2 The Chargor shall not (nor shall the Chargor 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 Transaction

6 3 The Chargor shall promptly do whatever the Security Agent reasonably requires

6 3 1 subject to the Agreed Security Principles, to create, perfect or protect the Charges or the priority of the Charges, or

6 3 2 after the occurrence of an Enforcement Event to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent (or any delegate or sub-delegate),

including executing any additional or further pledge in respect of shares acquired in the Company after the date of this Share Pledge and executing any transfer, conveyance, charge, assignation, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

7 POWERS OF THE SECURITY AGENT

7 1 The Chargor will if so requested by the Security Agent transfer in security all or any of the Charged Assets to such nominees or successors to the Security Agent as the Security Agent may require

7 2 Subject to Clause 7 3, the Chargor shall be entitled to

7 2 1 exercise or direct the exercise of the voting and other rights and powers attached to the Charged Assets in any manner which does not adversely affect the validity or enforceability of the Charges or cause an event of default, however defined under the Secured Debt Documents to occur and the Security Agent and any nominee of the Security Agent in whose name the Shares are registered shall execute any form of proxy or other document reasonably required in order for the Chargor to do so, and

7 2 2 receive, retain and dispose of any dividends, interest and other distributions paid in respect of the Charged Assets and to the extent that any dividends, interest and other distributions are received by the Security Agent or its nominee the Security Agent or its nominee will hold these for the account of the Chargor and the Security

Agent or its nominee shall as soon as practicable account to the Chargor for such dividends, interest and other distributions

7 3 At any time following the occurrence of an Enforcement Event

7 3 1 the Security Agent or its nominee shall be entitled to exercise or direct the Chargor to exercise the voting and other rights attached to the Charged Assets in such manner as it sees fit (acting reasonably),

7 3 2 the Security Agent shall be entitled to receive and retain any dividends, interest and other distributions paid in respect of the Charged Assets, and

7 3 3 the Chargor shall comply or procure the compliance with any directions of the Security Agent or its nominee in respect of the exercise of those rights and if required by the Security Agent the Chargor shall promptly execute and/or deliver to the Security Agent such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights

8 ENFORCEMENT

8 1 The Charges shall become enforceable after the occurrence of an Enforcement Event At any time thereafter the Security Agent (and any nominee of the Security Agent) shall be entitled (but shall not be obliged) and without notice to the Chargor, to exercise all and/or any rights and powers in relation to the Charged Assets which could have been exercised by the Chargor including power to -

8 1 1 retain, sell, call in, collect and convert into money any of the Charged Assets with full power to sell any of the same either together or in parcels and for such consideration as the Security Agent may think fit (subject to any duty implied by law) and with full power to buy in or rescind or vary any contract of sale of the Charged Assets or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such assurances and things as it shall think fit, and

8 1 2 apply any dividends, distributions, interest or other payments which may be received or receivable by the Security Agent or by any nominee in respect of any of the Charged Assets as though they were proceeds of sale

8 2 The Security Agent may exercise all or any of the powers referred to in Clause 8 1 above in such manner and to such extent as the Security Agent considers appropriate (in its sole discretion) in accordance with the Intercreditor Agreement and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets

- 8 3 The Security Agent shall not be liable to account to the Chargor except in respect of the actual receipts of the Security Agent and shall not be liable to the Chargor for any loss or damage arising from the exercise by the Security Agent of all or any of the powers conferred by this Share Pledge and/or (a) the exercise of, or (b) the failure to exercise, or (c) the timing of the exercise of, its powers, authorities and discretions hereunder, except to the extent caused by the negligence, wilful misconduct or breach of law by the Security Agent or its nominee

9 APPLICATION OF ENFORCEMENT PROCEEDS

All amounts received or recovered by the Security Agent in exercise of its rights under this Share Pledge shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 17 (*Application of Proceeds*) of the Intercreditor Agreement

10 POWER OF ATTORNEY

- 10 1 The Chargor by way of security irrevocably appoints the Security Agent, and any other person who the Security Agent nominates, to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, following the occurrence of an Enforcement Event, to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed assurance agreement, instrument, act or thing which it is required to execute or do under the terms of this Share Pledge or to exercise any of the rights conferred on the Security Agent in relation to the Charged Assets or under any Secured Debt Document, or the Insolvency Act
- 10 2 The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 10 1 except to the extent the attorney is acting negligently, with wilful misconduct or in breach of law or the terms of the Secured Debt Documents

11 PROTECTION OF THIRD PARTIES

- 11 1 No person dealing with the Security Agent, its nominee or any other Secured Party shall be concerned to enquire
- 11 1 1 whether the rights conferred by or pursuant to any Secured Debt Document are exercisable,
- 11 1 2 whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- 11 1 3 otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or
- 11 1 4 as to the application of any money borrowed or raised

- 11 2 All the protection to purchasers contained in Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, its nominee or any other Secured Party

12 SAVING PROVISIONS

- 12 1 Subject to Clause 13 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part

- 12 2 If any payment by a Chargor or any discharge given by a Secured Party (whether in respect of the obligations of a Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event

12 2 1 the liability of the Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred, and

12 2 2 each Secured Party shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred

- 12 3 Neither the obligations of the Chargor under this Share Pledge nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Secured Debt Document of any of the Charges (without limitation and whether or not known to it or any Secured Party) including

12 3 1 any time, waiver or consent granted to, or composition with the Chargor or any other person,

12 3 2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,

12 3 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,

12 3 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person,

12 3 5 any amendment, novation, supplement, extension, restatement (however fundamental) or replacement of a Secured Debt Document or any other document or security,

- 12 3 6 any unenforceability, illegality or invalidity of any obligation of any person under any Secured Debt Document or any other document or security, or
- 12 3 7 any insolvency or similar proceedings
- 12 4 The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Share Pledge. This waiver applies irrespective of any law or any provision of a Secured Debt Document to the contrary.
- 12 5 Until all the amounts which may be or become payable by the Chargor under or in connection with the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to Obligations have terminated, each Secured Party (or any trustee or agent on its behalf) may
 - 12 5 1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall be entitled to the benefit of the same, and
 - 12 5 2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Share Pledge
- 12 6 Until all the amounts which may be or become payable by the Chargor under or in connection with the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated and unless the Security Agent otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under the Secured Debt Documents
 - 12 6 1 to be indemnified by any person or Obligor,
 - 12 6 2 to claim any contribution from any other provider of any Security for or any other guarantor of any Obligor's obligations under the Secured Debt Documents, and/or
 - 12 6 3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Secured Debt Documents or of any guarantee or other security taken pursuant to, or in connection with, the Secured Debt Documents by any Secured Party
- 12 7 The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party
- 12 8 Each Secured Party shall comply with its obligations under the Secured Debt Documents (including any obligation to make further advances)

13 DISCHARGE OF SECURITY

- 13 1 Subject to Clause 13 2, if all the Secured Obligations have been paid or discharged in full and all contingent liabilities have been repaid or terminated in full (or on such earlier date as any part of the Charged Assets is disposed of as part of a Permitted Transaction), the Security Agent shall at the request and cost of the Chargor release, reassign or discharge (as appropriate) the Charged Assets from the Charges
- 13 2 If any amount paid or credited to any Secured Party under any Secured Debt Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid

14 ENFORCEMENT EXPENSES

The Chargor shall, within 3 Business Days of demand, pay and reimburse, or shall procure payment and reimbursement, to the Security Agent all third-party costs and expenses (including legal and other professional fees together with any applicable VAT) incurred by the Security Agent in connection with the preservation or enforcement, or the attempted preservation or enforcement, of any rights under this Share Pledge

15 PAYMENTS

- 15 1 All payments by the Chargor under this Share Pledge (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct

- 15 2 At any time after

15 2 1 the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets (which are charged in favour of the Secured Party) of the Chargor, or

15 2 2 the presentation of a petition or the passing of a resolution in relation to the winding-up of the Chargor,

any Secured Party may open a new account in the name of the Chargor with that Secured Party (whether or not it permits any existing account to continue) If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Secured Debt Document to which the Chargor is party

16 RIGHTS, WAIVERS AND DETERMINATIONS

- 16 1 Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Secured Debt Document, the terms of that Secured Debt Document shall prevail
- 16 2 No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under any Secured Debt Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Secured Debt Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act
- 16 3 Any term of this Share Pledge may be amended or waived only with the consent of the Security Agent and the Chargor
- 16 4 If any provision of this Share Pledge shall be prohibited, illegal, invalid or unenforceable under applicable law, it shall be ineffective only to such extent and in the relevant jurisdiction, without invalidating or otherwise detrimentally affecting the remainder of this Share Pledge

17 NOTICES

Each notice under this Share Pledge will be given in accordance with the provisions of clause 27 (*Notices*) of the Intercreditor Agreement

18 FINANCIAL COLLATERAL

- 18 1 To the extent that this Share Pledge constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (the **Regulations**)) the Security Agent shall have the right, at any time after the occurrence of an Enforcement Event, to appropriate the Charged Assets which constitutes "financial collateral" (as defined in the Regulations) in or towards satisfaction of the Secured Obligations in accordance with the Regulations
- 18 2 Subject to the provisions of the Intercreditor Agreement, the parties to this Share Pledge agree that the value of any such appropriated financial collateral shall be (x) in the case of securities listed or traded on a recognised exchange, the price at which such securities can be disposed of by the Security Agent on the date of appropriation, and (y) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a commercially reasonable manner. The parties to this Share Pledge agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations

19 GOVERNING LAW AND JURISDICTION

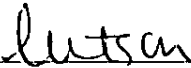
This Share Pledge shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction

20 CONSENT TO REGISTRATION AND AUTHORISATION

- 20 1 A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Share Pledge and of any such certificate for preservation and execution

20 2 The Chargor hereby authorises the Security Agent or its agent to insert the date of delivery of this Share Pledge in the execution block below **IN WITNESS WHEREOF** these presents consisting of this and the preceding 12 pages and the Schedule (in two parts) annexed hereto are executed as follows

For and on behalf of **Abbot Group Limited**


signature of

CHLOE WILSON
full name of above (print)

13 Queen's Road
Aberdeen
AB15 4YL

Address of witness


signature of

GARY PAVER
full name of above (print)

16 May 2014
date of signing

~~16 May~~ Aberdeen
place of signing


16 May 2014
date of delivery

For and on behalf of **Lloyds Bank plc** as Security Agent


signature of

LISA FINTO
full name of above (print)

110 SALTIRE COURT
10 CASTLE TERRACE
EDINBURGH
Address of witness


signature of

CLAIRE GARDNER
full name of above (print)

15/05/14
date of signing

EDINBURGH
place of signing

This is the Schedule referred to in the foregoing Share Pledge between ABBOT GROUP LIMITED and LLOYDS BANK PLC

**PART 1
THE COMPANY**

Name	Country of Incorporation	Number	Registered Office
KCA DEUTAG Drilling Limited	Scotland	SC031961	Minto Drive, Altens Industrial Estate, Aberdeen AB12 3LW

PART 2
THE SHARES

Company	Number of Shares	Nominal Value of each Share	Description
KCA DEUTAG Drilling Limited	250,000	£1 00	A Preference shares
	250,000	£1 00	B Preference shares