

MR01

Particulars of a charge

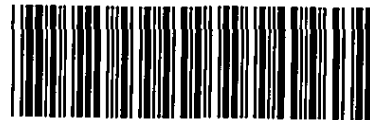
A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebF
Please go to www.comp

✓ **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**
You may not use this form to
register a charge where
instrument Use form M

FRIDAY



A35 23/05/2014 #109
COMPANIES HOUSE

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 2 6 8 2 9 1 6

Company name in full Abbot Holdings Limited

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

MR01

Particulars of a charge

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**

MR01

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 & 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 David Hallett

Company name Latham & Watkins

Address 99 Bishopsgate

Post town

County/Region London

Postcode E C 2 M 3 X F

Country England

DX

Telephone 020 7710 4558



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 enquiries@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. 2682916

Charge code: 0268 2916 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2014 and created by ABBOT HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2014

P

Given at Companies House, Cardiff on 30th May 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

EXECUTION VERSION

Signature

AGJey (solicitor)

Date

23/5/14

dated 16 May 2014

**THE COMPANIES LISTED IN
SCHEDULE ONE**
(as the Chargors)

and

LLOYDS BANK PLC
acting as Security Agent

DEBENTURE

CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION	1
2. UNDERTAKING TO PAY	5
3. ASSIGNMENT	5
4. FIXED CHARGES	5
5. FLOATING CHARGE.....	5
6. LIMITATIONS.....	6
7. ASSIGNED AND CHARGED CONTRACTS	7
8. NEGATIVE PLEDGE AND FURTHER ASSURANCE	8
9. BOOK DEBTS.....	9
10. BANK ACCOUNTS.....	9
11. SHARES AND INVESTMENTS.....	10
12. ENFORCEMENT	11
13. APPOINTMENT AND RIGHTS OF RECEIVERS.....	11
14. SECURITY AGENT'S RIGHTS.....	12
15. ORDER OF DISTRIBUTIONS.....	13
16. LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES	13
17. POWER OF ATTORNEY	13
18. PROTECTION OF THIRD PARTIES.....	13
19. SAVING PROVISIONS	14
20. DISCHARGE OF SECURITY	16
21. REDEMPTION OF PRIOR CHARGES	16
22. CHANGES TO PARTIES.....	17
23. PAYMENTS	17
24. RIGHTS, WAIVERS AND DETERMINATIONS	17
25. NOTICES.....	18
26. COUNTERPARTS.....	18
27. GOVERNING LAW	18
28. JURISDICTION.....	18
SCHEDULE 1.....	19
THE CHARGORS	
SCHEDULE 2.....	20
SHARES	
SCHEDULE 3.....	21
RIGHTS OF RECEIVERS	
SCHEDULE 4.....	23

FORM OF NOTICE OF ASSIGNMENT OF INTERCOMPANY LOANS	
SCHEDULE 5.....	25
FORM OF NOTICE OF ASSIGNMENT OF CHARTER CONTRACTS	
SCHEDULE 6.....	27
FORM OF NOTICE OF ASSIGNMENT OF INSURANCES	
SCHEDULE 7.....	29
FORM OF NOTICE OF CHARGE OF HEDGING AGREEMENTS	
SCHEDULE 8.....	31
FORM OF NOTICE OF CHARGE OF BANK ACCOUNTS	

THIS DEED is dated 16 May 2014 and made between:

- (1) THE COMPANIES listed in Schedule 1 (*The Chargors*) as the chargors (the “**Chargors**”), and
- (2) **LLOYDS BANK PLC** as security agent for the benefit of the Secured Parties (the “**Security Agent**”)

Background

- (A) The Security Agent and the Chargors intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (B) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Intercreditor Agreement

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“**Administrator**” means an administrator appointed under Schedule B1 to the Insolvency Act

“**Assigned Contracts**” means

- (a) any Intercompany Loan Agreement,
- (b) any Charter Contracts, and
- (c) any Insurances.

“**Bank Accounts**” of a Chargor means all current, deposit or other accounts other than any Cash Management Account 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

“**Book Debts**” of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts and Cash Management 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

“**Cash Management Account**” means all current, deposit or other accounts of a Chargor with HSBC Bank plc in London which is or becomes subject to the Cash Management Arrangement and subject to an English law cash management account charge dated on or about the date hereof

“**Cash Management Arrangement**” means the grouped accounts multi-currency collective net overdraft facility dated on or about the date hereof between HSBC Bank plc and certain Chargors (among others).

“**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 this Deed.

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

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

"Delegate" means a delegate or sub-delegate appointed under Clause 14.3 (*Delegation*).

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

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

"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)

"Equipment" means all plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto

"Insolvency Act" means the Insolvency Act 1986

"Insurances" of each Chargor means;

- (a) all contracts and policies of insurance with respect to the Rigs 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.

"Intercompany Loan Agreement" means any documented intercompany loan agreement entered into from time to time by any Chargor with a member of the Restricted 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 on or about the date of this Deed and made between, among others, Holdco, Parent, Senior Secured Notes Issuer, Facility D Borrowers, 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.

"Investments" of a Chargor means:

- (a) securities and investments of any kind in another Debtor (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit) whether owned directly by or to the order of a Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf;
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire such securities and investments;
- (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.

"LPA" means the Law of Property Act 1925

"Party" means a party to this Deed.

"Quasi-Security" means a transaction in which a Chargor

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of its Restricted Group,
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,
- (c) enters 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
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising indebtedness or of financing the acquisition of an asset

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"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.

"Secured Debt Document" 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 thereof 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.

"Shares" of a Chargor means

- (a) all present and future shares in an Debtor legally or beneficially owned by a Chargor including, but not limited to, the shares issued and outstanding at the date of this Deed described in Schedule 2 (*Shares*),
- (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);
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares; and
- (d) all other rights attaching or relating to such shares and all cash or other shares in the future deriving from Shares 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

"Unrestricted Subsidiary" has the meaning given to such term in the Senior Secured Facilities Agreement (in its form at the date of this Deed), in the Senior Secured Notes Indenture (in its form at the date of this Deed), the Term Loan Agreement (in its form as at the date of this Deed), any Pari Passu Debt Documents, and any High Yield Documents.

1.2 Construction

The provisions in clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Deed with all necessary changes.

1.3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

1.4 Section 1A of the Insolvency Act 1986

Notwithstanding any other provision of this Deed, the obtaining of a moratorium under section 1A of the Insolvency Act, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not impose restrictions on the disposal of property by the Chargor which would not otherwise apply, or constitute a ground for the appointment of a Receiver

2. UNDERTAKING TO PAY

Each Chargor as primary obligor shall on demand pay or discharge the Secured Obligations when they fall due in the manner provided for in the Secured Debt Documents

3. ASSIGNMENT

Subject to Clause 6 (*Limitations*), each Chargor, with full title guarantee and as security for the payment of the Secured Obligations, assigns absolutely to the Security Agent all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Assigned Contracts.

4. FIXED CHARGES

Subject to Clause 6 (*Limitations*), each Chargor, with full title guarantee and as security for the payment of the Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first fixed charge, all its present and future:

- (a) uncalled capital and goodwill,
- (b) Book Debts,
- (c) Bank Accounts;
- (d) Investments and Dividends,
- (e) Shares and Dividends,
- (f) Rigs;
- (g) rights and interest under the Hedging Agreements,
- (h) Equipment, and
- (i) rights in any Assigned Contract (to the extent not effectively assigned under Clause 3 (*Assignment*))

5. FLOATING CHARGE

5.1 Creation

Each Chargor, with full title guarantee and as security for the payment of the Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its rights and assets, both present and future (including assets not effectively charged by Clause 4 (*Fixed Charges*) or assigned by Clause 3

(*Assignment*), and all its assets situated in Scotland whether or not effectively mortgaged, charged or assigned by way of fixed mortgage under this Deed) other than any Shares or Investments in any Unrestricted Subsidiaries

5.2 Qualifying Floating Charge

- (a) The floating Charge created by each Chargor pursuant to Clause 5.1 (*Creation*) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph

5.3 Conversion by notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge with immediate effect by notice to the relevant Chargor specifying the relevant Charged Assets (either generally or specifically):

- (a) 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
- (b) after the occurrence of an Enforcement Event

5.4 Automatic conversion

If

- (a) any Chargor takes any step to create any Security in breach of Clause 8.1 (*Security*) over any of the Charged Assets not subject to a fixed Charge;
- (b) 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
- (c) 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.

5.5 Scottish Assets

Clauses 5.3 and 5.4 will not apply to any Charged Assets situated in Scotland or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act by reason of such conversion by notice or automatic conversion

6. LIMITATIONS

- 6.1 There shall be excluded from the assignment under Clause 3 (*Assignment*) and from the charge created by Clause 4 (*Fixed Charges*) and from any further assurances and perfection obligations under this Deed

- (a) (other than in relation to the Shares and the Intercompany Loan Agreements) any right, asset or undertaking on or over which the Chargor is prohibited from creating Security by reason of any contract, lease, licence or other agreement, which is permitted by the Secured Debt Documents, with a third party for so long as such prohibition is in existence;
- (b) (other than in relation to the Shares and the Intercompany Loan Agreements) any right, asset or undertaking which, if assigned or subject to Security, would give a third party the right to terminate or amend any agreement with, or any right or obligation of, the Chargor in respect of that right, asset or undertaking, which is permitted by the Secured Debt Documents, for so long as such right is in existence; and
- (c) any right, asset or undertaking on or over which the creation of Security or the assignment thereof is unlawful or would present a material risk of personal or criminal liability for any officer of the Chargor or a material risk of breach of fiduciary duty by such officer for so long as it remains unlawful or presents a material risk, provided that the relevant Chargor use reasonable endeavours to overcome such risk

7. ASSIGNED AND CHARGED CONTRACTS

7.1 Notice of assignment - Acknowledgement by Chargors

Each Chargor, by its execution of this Deed, confirms that it has received and acknowledged a notice of assignment in Clause 3 (*Assignment*) in respect of each Assigned Contract to which it is a party in accordance with the terms of the Notice of Assignment as set out in Schedule 4 (*Form of Notice of Assignment of Intercompany Loans*).

7.2 Notice of assignment - Acknowledgment by Restricted Group Counterparties

To the extent that a counterparty to an Intercompany Loan Agreement is a member of the Restricted Group, but not a party to this Deed, each Chargor shall as soon as practicable upon entering into such Intercompany Loan Agreement give a notice of assignment in respect of each such Intercompany Loan Agreement to the counterparties thereto substantially in the form set out at Schedule 4 (*Form of Notice of Assignment of Intercompany Loans*) and shall use its reasonable endeavours to ensure that each counterparty promptly signs and returns the relevant form of acknowledgement.

7.3 Notice of assignment - Charter Contracts

After the occurrence of an Enforcement Event, each Chargor shall promptly give a notice of assignment in respect of each such Charter Contract to the counterparties thereto substantially in the form set out at Schedule 5 (*Form of Notice of Assignment of Charter Contracts*) and shall use its reasonable endeavours to ensure that each counterparty signs and returns as soon as practicable the relevant form of acknowledgement

7.4 Notice of assignment - Insurances

Each Chargor shall as soon as practicable after the date of this Deed (and if any change occurs thereafter, as soon as practicable after such change)

- (a) execute and/or deliver to the Security Agent a copy of the Insurances, as the Security Agent reasonably requires, and
- (b) procure that notice of the assignment over its Insurances is as soon as practicable given to the insurers under the relevant policies in the form of Schedule 6 (*Form of*

Notice of Assignment of Insurances) and shall use its reasonable endeavours to ensure that each insurer signs and returns as soon as practicable the relevant form of acknowledgement.

7.5 Notice of charge - Hedging Agreements

Each Chargor shall as soon as practicable after the date of this Deed (and if any change occurs thereafter, as soon as practicable after such change)

- (a) deliver to the Security Agent details of each Hedging Agreement, and such other documents relating to the Hedging Agreements, as the Security Agent reasonably requires; and
- (b) procure that notice of the charge over its Hedging Agreements is given as soon as practicable in respect of each Hedging Agreement to the counterparties thereto substantially in the form set out at Schedule 7 (*Form of Notice of Charge of Hedging Agreements*) and shall use its reasonable endeavours to ensure that each counterparty signs and returns as soon as practicable the relevant form of acknowledgement.

7.6 Rights prior to enforcement

Prior to an Enforcement Event, each Chargor shall remain entitled to exercise all its rights, powers and discretions under each Assigned Contract and Hedging Agreement to which it is a party

7.7 Chargor still liable

Each Chargor shall remain liable to perform all its obligations under the Assigned Contracts and Hedging Agreements. Neither the Security Agent nor any Receiver or Delegate shall be under any obligation or liability to any Chargor or any other person under or in respect of any Assigned Contract or Hedging Agreement

8. NEGATIVE PLEDGE AND FURTHER ASSURANCE

8.1 Security

No Chargor shall create or permit to subsist any Security or Quasi-Security over any Charged Asset except as permitted by the Secured Debt Documents

8.2 Disposal

No Chargor shall (nor shall any Chargor agree to):

- (a) 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, or
- (b) dispose of the equity of redemption in respect of all or any part of the Charged Assets, except as permitted by the Secured Debt Documents or with the prior written consent of the Security Agent

8.3 Further assurance

Each Chargor shall promptly do whatever the Security Agent reasonably requires

- (a) to create, perfect or protect the Charges or the priority of the Charges, or

- (b) 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 Receiver, including executing any transfer, charge, 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.

9. BOOK DEBTS

9.1 Book Debts prior to enforcement

Prior to the occurrence of an Enforcement Event, the Chargor shall be entitled to receive, dispose of and deal with any Book Debts

9.2 Book Debts following enforcement

Upon the occurrence of an Enforcement Event

- (a) the Security over each Book Debt will become enforceable and the Chargor shall not be entitled to dispose of or deal with any Book Debt except with the prior written consent of the Security Agent; and
- (b) the Chargor shall take such steps as the Security Agent may require to perfect the Charge of its Book Debts charged pursuant to Clause 4 (*Fixed Charges*) including, without prejudice to the generality of the foregoing and without prejudice to the Security Agent's right to do so, giving notice of any such Charge to any of the persons (as the Security Agent shall specify) from whom such Book Debts are due, owing or incurred by delivery to each such person of a notice of charge duly executed by the relevant Chargor and using reasonable endeavours to ensure that each such person delivers to the Security Agent a written acknowledgement thereto

10. BANK ACCOUNTS

10.1 Withdrawals

If an amount is withdrawn from a Bank Account, that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account

10.2 Notification of Bank Accounts

Each Chargor shall as soon as practicable after the date of this Deed (and if any change occurs thereafter, as soon as practicable after such change).

- (a) deliver to the Security Agent details of each Bank Account maintained by it with any bank or financial institution, and
- (b) deliver to the relevant bank or financial institution maintaining that Bank Account a notice substantially in the form set out in Schedule 8 (*Form of Notice of Charge of Bank Accounts*) and use its reasonable endeavours to ensure that each such bank or financial institution delivers to the Security Agent a written acknowledge in respect thereof.

10.3 Bank Accounts before Enforcement Event

Notwithstanding the fixed charge created by Clause 4 (*Fixed Charges*), each Chargor shall prior to the occurrence of an Enforcement Event be entitled to receive, withdraw or otherwise transfer or deal with any credit or debit balance from time to time on any Bank Account.

10.4 Bank Accounts after Enforcement Event

After the occurrence of an Enforcement Event, no Chargor shall be entitled to receive, withdraw or otherwise transfer or deal with any credit or debit balance on any Bank Account from time to time except with the prior written consent of the Security Agent

11. SHARES AND INVESTMENTS

11.1 Share Certificates etc.

Each Chargor shall on the date of this Deed or, in the case of Shares acquired after the date of this Deed, as soon as practicable after the date of such acquisition deliver to the Security Agent, or as it directs, all certificates representing Shares and stamped transfers of the Shares executed in blank and shall promptly deliver to the Security Agent any other documents relating to the Shares which the Security Agent reasonably requests

11.2 Documents

Each Chargor shall promptly upon the request of the Security Agent following an Enforcement Event, deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Shares and Investments and any certificates and other documents of title representing the Shares and Investments to which the Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Security Agent may reasonably request (in such form and executed as the Security Agent may reasonably require) with a view to perfecting or improving its security over the Shares and Investments or to registering any Share or Investment in its name or the name of any nominee(s)

11.3 Voting before enforcement

Subject to Clause 11.4 (*Voting after enforcement*), each Chargor shall be entitled to.

- (a) exercise or direct the exercise of the voting and other rights attached to any Shares or Investment 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
- (b) receive, retain and dispose of any dividends, interest and other distributions paid in respect of any Shares or Investments.

11.4 Voting after enforcement

At any time after the occurrence of an Enforcement Event

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share or Investment in such manner as it or he sees fit (acting reasonably),
- (b) the Security Agent shall be entitled to receive and retain any dividends, interests and other distributions paid in respect of any Shares or Investments; and

- (c) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights.

12. ENFORCEMENT

12.1 When enforceable

As between the Chargors and the Security Agent, the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, immediately upon the occurrence of an Enforcement Event.

12.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed

12.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed.

13. APPOINTMENT AND RIGHTS OF RECEIVERS

13.1 Appointment of receivers

After the occurrence of an Enforcement Event (whether or not the Security Agent has taken possession of the Charged Assets), without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver (subject to section 45 of the Insolvency Act in the case of administrative receivership). If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally. Section 109(1) of the LPA shall not apply to this Deed.

13.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 3 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

13.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 13 shall have the rights, powers, privileges and immunities conferred by the LPA and the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 3 (*Rights of Receivers*)

13.4 Agent of Chargor

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

13.5 Remuneration

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver. Sections 109(6) and (8) of the LPA shall not apply to a Receiver appointed under this Deed.

14. SECURITY AGENT'S RIGHTS

14.1 Security Agent Rights

The provisions set out in clause 19 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Deed.

14.2 Same rights as Receiver

Any rights conferred by any Secured Debt Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

14.3 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Secured Debt Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

14.4 Financial collateral arrangement

- (a) To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargors hereunder constitute a "financial collateral arrangement" (in each case 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 all or any part of the Charged Assets which constitute "financial collateral" (as defined in the Regulations) in or towards satisfaction of the Secured Obligations in accordance with the Regulations and may exercise that right to appropriate by giving notice to the relevant Chargors at any time after an Enforcement Event has occurred.
- (b) Subject to the provisions of the Intercreditor Agreement, the Parties 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 agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

15. ORDER OF DISTRIBUTIONS

All amounts received or recovered by the Security Agent or any Receiver or Delegate in exercise of their rights under this Deed shall be applied in the order provided in clause 17 (*Application of Proceeds*) of the Intercreditor Agreement

16. LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES

16.1 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 16.2 (*Security Agent's liability*), the Security Agent shall not be liable as a mortgagee or heritable creditor in possession by reason of viewing or repairing any of the present or future assets of any Chargor

16.2 Security Agent's liability

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Secured Debt Documents except to the extent caused by its or his own negligence or wilful misconduct or breach of law or the terms of the Secured Debt Documents

17. POWER OF ATTORNEY

17.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally as its attorney (with full power of substitution), on its behalf and in its name or otherwise, following the occurrence of an Enforcement Event (or a failure to comply with a written request to fulfil a further assurance or perfection obligation within 20 Business Days of request), 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 Deed or to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Secured Debt Document, the LPA or the Insolvency Act

17.2 Ratification

Each 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 17.1 (*Appointment*) 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.

18. PROTECTION OF THIRD PARTIES

18.1 No duty to enquire

No person dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate shall be concerned to enquire

- (a) whether the rights conferred by or pursuant to this Deed or any other Secured Debt Document are exercisable,
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (d) as to the application of any money borrowed or raised.

18.2 Protection to purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, 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, any other Secured Party, any Receiver or any Delegate.

19. SAVING PROVISIONS

19.1 Continuing Security

Subject to Clause 20 (*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

19.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor and the Charges under this deed shall continue or be reinstated as if the discharge, release, or arrangement had not occurred

19.3 Waiver of defences

The obligations of each Chargor under this Deed and the Charges will not 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

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Restricted Group;
- (c) 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, any 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;

- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Secured Debt Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Secured Debt Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Debt Document or any other document or security, or
- (g) any insolvency or similar proceedings.

19.4 Immediate recourse

Each 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 that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Secured Debt Document to the contrary

19.5 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to the Secured Obligations have terminated, each Secured Party (or any trustee or agent on its behalf) may.

- (a) 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 no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed

19.6 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to the Secured Obligations have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Secured Debt Documents:

- (a) to be indemnified by any Debtor or Chargor;
- (b) to claim any contribution from any other provider of any Security for or any other guarantor of any Chargor's obligations under the Secured Debt Documents,
- (c) 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,
- (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this Deed;
- (e) to exercise any right of set-off against any Chargor, and/or

(f) to claim or prove as a creditor of any Chargor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Chargors under or in connection with the Secured Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 23 (*Payments*)

19.7 Additional Security

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

20. DISCHARGE OF SECURITY

20.1 Final redemption

Subject to Clause 20.2 (*Retention of security*), 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 permitted by the Secured Debt Documents or with the prior consent of the Security Agent), the Security Agent shall, at the cost and request of the Chargors, take such steps to release, reassign or discharge (as appropriate) the Charged Assets from the Charges in accordance with the terms of the Secured Debt Documents, including, but not limited to, the issuance of a certificate of non-crystallisation of any floating charge that may reasonably be required or considered necessary or desirable in connection with a disposal.

20.2 Retention of security

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.

20.3 Consolidation

Section 93 of the LPA shall not apply to the Charges

20.4 Releases

The Security Agent shall release all security granted by this Deed without recourse and without representation or warranty by the Security Agent in accordance with the Intercreditor Agreement

21. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after an Enforcement Event has occurred, redeem any prior Charges on or relating to any of the Charged Assets or procure the transfer of the Charge to itself, and may settle and pass the accounts of any person entitled to that prior Charge. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor shall within five Business Days of demand pay to the Security Agent all principal monies and interest and all costs and expenses (including, but not limited to, legal fees (subject to agreed caps, if any)) reasonably incurred in connection with any such redemption or transfer

22. CHANGES TO PARTIES

22.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with the Intercreditor Agreement

22.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under clause 21 (*Changes to Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions

23. PAYMENTS

23.1 Payments

All payments by any Chargor under this Deed (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

23.2 Continuation of accounts

At any time after

- (a) 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 such Secured Party) of any Chargor except as permitted by the Intercreditor Agreement, or
- (b) the presentation of a petition or the passing of a resolution in relation to the winding-up of any 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 any Chargor is party

24. RIGHTS, WAIVERS AND DETERMINATIONS

24.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail

24.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or Delegate, 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

24.3 Amendments and waivers

Any term of this Deed may be amended or waived only with the consent of the Security Agent and the Chargors in accordance with the Intercreditor Agreement

24.4 Partial Invalidity

If any provision of this Deed 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 Deed.

25. NOTICES

Each communication to be made under or in connection with this Agreement shall be made in accordance with Clause 27 (*Notices*) of the Intercreditor Agreement, as though the same was set out herein *mutatis mutandis*

26. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

27. GOVERNING LAW

This Deed and any non-contractual claims arising out of or in connection with it shall be governed by English law and construed in accordance with English law.

28. JURISDICTION

28.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with this Deed (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 28.1 is for the benefit of the Security Agent only. As a result, Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

In witness whereof this Deed has been duly delivered on the date stated at the beginning of this Deed

SCHEDULE 1
THE CHARGORS

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 Alpha Limited	06433748
KCA Deutag Alpha II Limited	06511474
KCA Deutag Caspian Limited	01877963
KCA Deutag Drilling Group Limited	01059871
KCA Deutag UK Finance Plc	09015065
KCA European Holdings Limited	04286946
KCA Deutag Drilling Limited	SC031961
KCA Deutag Rig Design Services Limited	SC421351
KCA Deutag Technical Support Limited	SC219425

SCHEDULE 2

SHARES

Chargor holding Shares	Company in which Shares are held	Registration Number	No. of Shares	Type
KCA Deutag Alpha Limited	Abbot Group Limited	00623285	232,671,371 232,371,671	Ordinary
Abbot Group Limited	Abbot Holdings Limited	02682916	273,373,672	Ordinary
Abbot Group Limited	Abbot Investment (North Africa) Limited	05246036	1	Ordinary
KCA Deutag Alpha II Limited	KCA Deutag Alpha Limited	06433748	6,956	Ordinary
KCA Deutag Drilling Group Limited	KCA Deutag Caspian Limited	01877963	2	Ordinary
Abbot Holdings Limited	KCA Deutag Drilling Group Limited	01059871	5,000	Preference
Abbot Holdings Limited	KCA Deutag Drilling Group Limited	01059871	14,442,374,200	Ordinary
Abbot Group Limited	KCA Deutag UK Finance Plc	09015065	50,000	Ordinary
KCA Deutag Drilling Group Limited	KCA European Holdings Limited	04286946	6,215	Ordinary

A10

SCHEDULE 3
RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 13 (*Appointment and rights of Receivers*) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

(a) Enter into possession

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Secured Party of any Book Debts or credit balance on any Bank Account;

(b) Carry on business

to manage and carry on any business of that Chargor,

(c) Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party,

(d) Deal with Charged Assets

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred),

(e) Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto,

(f) Borrow money

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise),

(g) Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them,

(h) Rights of ownership

to manage and use the Charged Assets and to exercise and do (or permit that Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner, of the Charged Assets;

(i) Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes questions and demands with or by any person who is or claims to be a creditor of that Chargor, or relating to the Charged Assets;

(j) Legal actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of that Chargor,

(k) Redemption of Security

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets,

(l) Employees etc.

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor,

(m) Insolvency Act

to exercise all powers set out in Schedule 1 and Schedule B1 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1, after the date of this Deed, and

(n) Other powers

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Secured Debt Document to which the relevant Chargor is party, the LPA or the Insolvency Act

SCHEDULE 4

FORM OF NOTICE OF ASSIGNMENT OF INTERCOMPANY LOANS

To: [Party to Assigned Contract]

[Date]

Address:

1. [•] (the "Security Agent") and [] (the "Chargor") give notice that, by an assignment contained in a deed dated [] between, inter alia, the Chargor and the Security Agent, the Chargor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the contracts listed below (the "Assigned Contracts"), including all moneys payable to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Assigned Contracts

Assigned Contracts

[•]

2. You may continue to deal with the Chargor in relation to the Assigned Contract (including making payments direct to the Chargor) unless and until you receive written notice from the Security Agent that an Enforcement Event has occurred, in which event you should make all future payments as directed by the Security Agent.
3. Despite the assignment referred to above or the making of any payment by you to the Security Agent under or in connection with it
 - (a) the Chargor shall remain liable to perform all its obligations under each Assigned Contract; and
 - (b) neither the Security Agent nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of any Assigned Contract
4. Despite the assignment referred to above
 - (a) the Chargor shall remain entitled to exercise all its rights, powers and discretions under each Assigned Contract, except that the Chargor shall not and you agree that the Chargor shall not amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Assigned Contract or exercise any right to rescind, cancel or terminate any Assigned Contract or give any consent under any Assigned Contract without the prior written consent of the Security Agent or where such amendment, variation or waiver does not materially and adversely affect the interest of any lender providing financing in relation to the transaction under the Assigned Contract or where permitted under the Secured Debt Documents, and
 - (b) you should continue to give notices under each Assigned Contract to the Chargor, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs
5. Please acknowledge receipt of this Notice of Assignment and confirm that
 - (a) following notice from the Security Agent that an Enforcement Event has occurred, you will pay all sums due under each Assigned Contract as directed by the Security Agent;

- (b) you do not have and will not claim or exercise any set-off or counterclaim in respect of any Assigned Contract unless permitted under the Secured Debt Documents;
- (c) you have not received any other notice of any assignment or charge of any Assigned Contract or of any other interest of any third party in any Assigned Contract,
- (d) you will comply with the other provisions of this Notice of Assignment; and
- (e) you submit to the exclusive jurisdiction of the courts of England to settle any dispute arising out of or in connection with this Notice of Assignment (a "**Dispute**") and agree that the courts of England are the most appropriate and convenient courts to settle Disputes, and

by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [•] marked for the attention of [•]

- 6 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 7. This Notice of Assignment and your acknowledgement and any non-contractual obligations arising under or in connection with them shall be governed by and construed in accordance with English law

For and on behalf of
[•]
as Security Agent

For and on behalf of
[]
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraph 5 of the Notice of Assignment.

For and on behalf of
[Party to Assigned Contract]
Date _____

SCHEDULE 5

FORM OF NOTICE OF ASSIGNMENT OF CHARTER CONTRACTS

To [Party to Assigned Contract]

[Date]

Address

[•] (the "Security Agent") and [] (the "Chargor") give notice that, by an assignment contained in a deed dated [] between, inter alia, the Chargor and the Security Agent (the "Debenture"), the Chargor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the contracts listed below (the "Assigned Contracts"), including all moneys payable to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Assigned Contracts.

Assigned Contracts

[•]

We hereby give you notice that the security created under the Debenture has now become enforceable and that accordingly:

- 1 All moneys payable by you to the Chargor in respect of the Assigned Contracts shall be paid to, or to the order of, the Security Agent
- 2 All rights, powers and discretions of a Chargor under each Assigned Contract shall be exercisable by the Security Agent only;
 - (a) you shall not accept or agree to any amendment, supplement, variation or waiver of any provision of any Assigned Contract or accept any cancellation or termination of any Assigned Contract without the prior written consent of the Security Agent; and
 - (b) all notices under each Assigned Contract should be given to the Security Agent or as it directs.
3. Despite the assignment referred to above or the making of any payment by you to the Security Agent under or in connection with any Assigned Contract
 - (a) the Chargor shall remain liable to perform all its obligations under each Assigned Contract, and
 - (b) neither the Security Agent nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of any Assigned Contract.
- 4 Please acknowledge receipt of this Notice of Assignment and confirm that:
 - (a) you will pay all sums due under each Assigned Contract as directed by the Security Agent;
 - (b) you do not have and will not claim or exercise any set-off or counterclaim in respect of any Assigned Contract;
 - (c) you have not received any other notice of any assignment or charge of any Assigned Contract or of any other interest of any third party in any Assigned Contract;
 - (d) you will comply with the other provisions of this Notice of Assignment, and

- (e) you submit to the exclusive jurisdiction of the courts of England to settle any dispute arising out of or in connection with this Notice of Assignment (a "**Dispute**") and agree that the courts of England are the most appropriate and convenient courts to settle Disputes,

by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [•], marked for the attention of [•]

- 5 This authority and instruction is irrevocable without the prior written consent of the Security Agent.
6. This Notice of Assignment and your acknowledgement and any non-contractual obligations arising under or in connection with them shall be governed by and construed in accordance with English Law

For and on behalf of
[•]
as Security Agent

For and on behalf of
[]
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraph 4 of the Notice of Assignment

For and on behalf of
[Party to Assigned Contract]
Date. _____

SCHEDULE 6
FORM OF NOTICE OF ASSIGNMENT OF INSURANCES

To [The Insurers]

 [Address]

cc: [The Security Agent]

 [Address]

[Description of Policy]

[Policy Number []] [(the "Insurances")]

Notice of Assignment

- 1 **[CHARGOR]** (the "**Chargor**") hereby gives you notice that, by an assignment contained in a debenture (the "**Debenture**") dated [] entered into between the Chargor and [•] (the "**Security Agent**"), the Chargor assigned, by way of security to the Security Agent (subject to a provision for re-assignment), all its present and future right, title and interest in and to the insurances, details of which are set out in the attached schedule (the "**Insurances**") including all claims under the Insurances and the proceeds of those claims and any return of premiums
- 2 **You may continue to deal with the Chargor in relation to the Insurances unless and until you receive written notice from the Security Agent that an Enforcement Event has occurred, in which event:**
 - (a) All moneys payable by you to the Chargor in respect of the Insurances shall be paid to, or to the order of, the Security Agent.
 - (b) You shall treat the Security Agent as the only person entitled to make and deal with claims under the Insurances. You shall not deal with the Chargor in relation to the Insurances without the prior consent of the Security Agent
3. Despite the assignment referred to above or the making of any payment by you to the Security Agent under or in connection with it, the Chargor shall remain liable to perform the obligations assumed by it under the Insurances and the Security Agent is not liable to perform any of those obligations nor liable for the consequences of non-performance. The Security Agent is not liable to pay any premiums.
4. Despite the assignment referred to above
 - (a) the Chargor shall remain entitled to exercise all its rights, powers and discretions under the Insurances, except that the Chargor shall not and you agree that the Chargor shall not amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any of the Insurances or exercise any right to rescind, cancel or terminate any Insurances or give any consent under any Insurances without the prior written consent of the Security Agent; and
 - (b) you should continue to give notices under each of the Insurances to the Chargor,

in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs

5 Please acknowledge receipt of this Notice of Assignment and confirm that:

- (a) following notice from the Security Agent that an Enforcement Event has occurred, you will pay all sums due under each of the Insurances as directed by the Security Agent;
- (b) you have not received any other notice of any assignment or assignment of any Insurances or of any other interest of any third party in any Insurances;
- (c) you will comply with the other provisions of this Notice of Assignment, and
- (d) you submit to the exclusive jurisdiction of the courts of England to settle any dispute arising out of or in connection with this Notice of Assignment (a "**Dispute**") and agree that the courts of England are the most appropriate and convenient courts to settle Disputes, and

by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [•] marked for the attention of [•] .

6 This authority and instruction is irrevocable without the prior written consent of the Security Agent.

7. This Notice of Assignment and your acknowledgement and any non-contractual obligations arising under or in connection with them shall be governed by and construed in accordance with English law.

For and on behalf of
[•]
as Security Agent

For and on behalf of
[]
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraph 5 of the Notice of Assignment

For and on behalf of
[The Insurers]
Date. _____

SCHEDULE 7

FORM OF NOTICE OF CHARGE OF HEDGING AGREEMENTS

To. [Hedging Counterparty]

[Date]

Address:

1. [•] (the "Security Agent") and [] (the "Chargor") give notice that, by an charge contained in a deed dated [] between, inter alia, the Chargor and the Security Agent, the Chargor has charged in favour of the Security Agent all its present and future right, title and interest in and to the agreements listed below (the "Hedging Agreements")

Hedging Agreements

[•]

2. You may continue to deal with the Chargor in relation to the Hedging Agreements unless and until you receive written notice from the Security Agent that an Enforcement Event has occurred, in which event you should make all future payments as directed by the Security Agent.
3. Despite the charge referred to above or the making of any payment by you to the Security Agent under or in connection with it:
 - (a) the Chargor shall remain liable to perform all its obligations under each Hedging Agreement; and
 - (b) neither the Security Agent nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of any Hedging Agreement.
4. Despite the charge referred to above
 - (a) the Chargor shall remain entitled to exercise all its rights, powers and discretions under each Hedging Agreement, except that the Chargor shall not and you agree that the Chargor shall not amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Hedging Agreement or exercise any right to rescind, cancel or terminate any Hedging Agreement or give any consent under any Hedging Agreement without the prior written consent of the Security Agent; and
 - (b) you should continue to give notices under each Hedging Agreement to the Chargor, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs
5. Please acknowledge receipt of this Notice of Charge and confirm that
 - (a) following notice from the Security Agent that an Enforcement Event has occurred, you will pay all sums due under each Hedging Agreement as directed by the Security Agent,
 - (b) you do not have and will not claim or exercise any set-off or counterclaim in respect of any Hedging Agreement,

- (c) you have not received any other notice of any assignment or charge of any Hedging Agreement or of any other interest of any third party in any Hedging Agreement;
- (d) you will comply with the other provisions of this Notice of Charge, and
- (e) you submit to the exclusive jurisdiction of the courts of England to settle any dispute arising out of or in connection with this Notice of Charge (a "**Dispute**") and agree that the courts of England are the most appropriate and convenient courts to settle Disputes, and

by signing the acknowledgement on the attached copy of this Notice of Charge and returning that copy to the Security Agent at [•] marked for the attention of [•] .

- 6. This authority and instruction is irrevocable without the prior written consent of the Security Agent.
- 7 This Notice of Charge and your acknowledgement and any non-contractual obligations arising under or in connection with them shall be governed by and construed in accordance with English law

For and on behalf of
[•]
as Security Agent

For and on behalf of
[]
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Charge of which this is a copy and confirm each of the matters referred to in paragraph 5 of the Notice of Charge.

For and on behalf of
[Hedging Counterparty]
Date. _____

SCHEDULE 8

FORM OF NOTICE OF CHARGE OF BANK ACCOUNTS

To: [Account Bank]

[Date]

Address

- 1 [•] (the "Security Agent") and [] (the "Chargor") give notice that, by a Charge contained in a deed dated [] between, inter alia, the Chargor and the Security Agent, the Chargor charges to the Security Agent by way of first fixed charge all its present and future right, title and (interest) in and to the account with you listed below (the "Charged Account") including all moneys which may at any time be standing to the credit of or accrued or accruing on any Charged Account.

Name of Charged Account

Account Number

[]

[]

- 2 Upon notification in writing to you by the Security Agent that an Enforcement Event has occurred all payments under or arising from the Charged Accounts shall be made to the Security Agent (or to its order). Until such notification from the Security Agent, all such payments may continue to be made to each Chargor.
3. Please acknowledge receipt of this Notice of Charge and confirm that
- (a) you will pay all moneys in relation to the Charged Account as directed by or pursuant to this Notice of Charge,
 - (b) you will disclose to the Security Agent such information relating to the Charged Account as the Security Agent may from time to time request;
 - (c) you do not have and will not claim or exercise any security interest in, or set-off, counterclaim or other rights in respect of the Charged Account;
 - (d) you have not received any other notice of any assignment or charge of the Charged Account or that any other person has any security interest in or claims any rights in respect of the Charged Account,
 - (e) you will comply with the other provisions of this Notice of Charge; and
 - (f) you submit to the exclusive jurisdiction of the courts of England to settle any dispute arising out of or in connection with this Notice of Charge (a "**Dispute**") and agree that the courts of England are the most appropriate and convenient courts to settle Disputes.
4. This authority and instruction is irrevocable without the prior written consent of the Security Agent
5. This Notice of Charge and your acknowledgement and any non-contractual obligations arising under or in connection with them shall be governed by and construed in accordance with English law

For and on behalf of
[•]

For and on behalf of
[]

as Security Agent

as Chargor

[On duplicate]


We acknowledge receipt of the Notice of Charge of which this is a copy and confirm each of the matters referred to in paragraph 3 of the Notice of Charge

For and on behalf of
[Party to Assigned Contract]
Date: _____

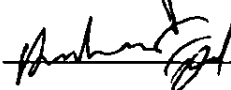
The Chargors

**Executed and delivered as a DEED by
ABBOT GROUP LIMITED acting by**

a Director



JOHN WINTON
AUTHORISED SIGNATORY



Witnessed by

Name


AMBREEN DAKH

Address:

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

**Executed and delivered as a DEED by
ABBOT HOLDINGS LIMITED acting by**

a Director



JOHN WINTON
AUTHORISED SIGNATORY

Witnessed by



Name: AMBARISH DASH

Address ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON
E1 6AD

Executed and delivered as a DEED by
ABBOT INVESTMENTS (NORTH AFRICA)
LIMITED acting by

a Director

Witnessed by



Name: AMBARESH DASH

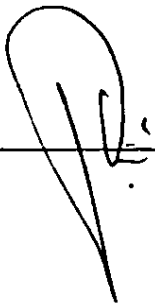
Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON
E1 6AD



JOHN VINTON
AUTHORISED SIGNATORY

Executed and delivered as a DEED by
KCA DEUTAG ALPHA LIMITED acting by

a Director



JOHN WINTON
AUTHORISED SIGNATORY

Witnessed by



Name AMBARESH DASH

Address ALLEN QOVERY LLP
ONE BISHOPS SQUARE
LONDON
E1 6AD

Executed and delivered as a DEED by
KCA DEUTAG ALPHA II LIMITED acting by

a Director



JOHN WINTON
AUTHORISED SIGNATORY

Witnessed by



Name AMBRESH DASH

Address ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON
E1 6AD

Executed and delivered as a DEED by
KCA DEUTAG CASPIAN LIMITED acting by

a Director

Witnessed by

Name: ANDARISH DASH

Address: ALLEN ROVERY LLP
ONE BISHOPS SQUARE
LONDON
E1 6AD



JOHN WINTON
AUTHORISED SIGNATORY

Executed and delivered as a DEED by
KCA DEUTAG DRILLING LIMITED acting by

a Director



JOHN WINTON
AUTHORISED SIGNATORY

Witnessed by




Name AMBRIA OASH

Address ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

Executed and delivered as a DEED by
KCA DEUTAG RIG DESIGN SERVICES LIMITED acting by

a Director



JOHN WINTON
AUTHORISED SIGNATORY

Witnessed by

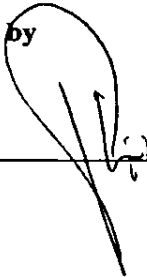


Name. AMBARESH DASH

Address ABO LLP
ONE BISHOPS SQUARE
LONDON
E1 6AD

Executed and delivered as a DEED by
KCA DEUTAG TECHNICAL SUPPORT LIMITED acting by

a Director


JOHN WINTON
AUTHORISED SIGNATORY

Witnessed by




Name AMBERISH DASH

Address: ABO LOP
ONE BISHOPS SQUARE
LONDON
E1 6AD

Executed and delivered as a DEED by
KCA DEUTAG DRILLING GROUP LIMITED acting
by

a Director



JOHN WINTON
AUTHORISED
SIGNATORY

Witnessed by




Name:

AMBARISH DASH
ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

Address

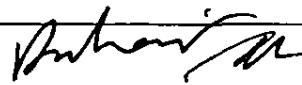
**Executed and delivered as a DEED by
KCA DEUTAG UK FINANCE PLC acting
by**

a Director



JOHN WINTON
AUTHORISED
SIGNATORY

Witnessed by




AMBARISH DASH
ABO LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

Name

Address

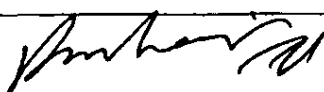
Executed and delivered as a DEED by
KCA EUROPEAN HOLDINGS LIMITED acting by

a Director



JOHN
WINTON
AUTHORISED SIGNATORY

Witnessed by



AMBARISH DAS
ABOLLP
ONE BISHOPS SQUARE
LONDON E1 6AD

Name

Address.

The Security Agent

SIGNED by ANDREW ^{MOORE} ~~MOORE~~

for and on behalf of

LLOYDS BANK PLC



A handwritten signature, appearing to be 'AM', is written over a horizontal line.