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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

05246036

Name of company

* ABBOT INVESTMENTS (NORTH AFRICA) LIMITED (the "Company")

Date of creation of the charge

28 April 2008

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

Third party charge over shares dated 28 April 2008 (the "Deed") in relation to the shares in Global Tender Barges Pte Ltd made between the Company and the Bank of Scotland plc (the "Security Trustee") as agent for itself and others

Amount secured by the mortgage or charge

All the obligations and liabilities of the Borrower to the Finance Parties on any account whatsoever under or in connection with the Finance Documents (the "Borrower's Obligations") with a total aggregate liability limited to the Charged Assets and the proceeds of enforcement of the security created by the Deed

"Alligator Contractor" means Pride Foramer SAS and Sonamer France SAS.

"Assignment" means a first priority deed or deeds of assignment of the Insurances, Earnings, Drilling Services Contracts, the DSC Supplemental Documents and Requisition Compensation in respect of each Vessel and "Assignments" means more than one of them

"Bank Guarantor" means the Bank of Scotland plc.

(see addendum 2/4)

Names and addresses of the mortgagees or persons entitled to the charge

BANK OF SCOTLAND PLC
Citymark, 150 Fountainbridge, Edinburgh,

Postcode EH3 9PE

Presenter's name address and
reference (if any)

Stephenson Harwood
One St Paul's Churchyard
London
EC4M 8SH

1522/46-01716/6714047

Time critical reference

For official Use (02/06)
Mortgage Section

Post room



LD3

LNQN4ZD1

02/05/2008

330

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Charged Assets

The Company shall not create or permit to arise or continue any Encumbrance affecting any part of the Charged Assets other than as permitted under the Finance Documents

(see addendum 2/4 for definitions)

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed Stephenson Harwood

Date 1 May 2008

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (chargee) †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

"Barracuda Contractor" means P T Patra Drilling Contractor, a company incorporated in Indonesia**"Borrower"** means Global Tender Barges Pte Ltd**"Charged Assets"** means the Shares and the Derivative Assets

"Commitment" means, in relation to a Lender or a Loan A Guarantor, the amount of each Loan or the Loan A Guarantee which that Lender has agreed to advance to the Borrower or the Loan A Guarantor to guarantee (as the case may be) as its several liability and/or, where the context permits, the amount of the Term Loan or Drawing advanced by that Lender and remaining outstanding or the amount guaranteed under the Loan A Guarantee by a Loan A Guarantor which remains outstanding and **"Commitments"** means more than one of them

"Contractors" means the Alligator Contractor and Barracuda Contractor, and **"Contractor"** means either of them.

"Credit Support Provider" means any person (other than the Borrower) described as such in the Master Agreement

"Derivative Assets" means in relation to any Shares, all money, rights or benefits at any time deriving from or arising out of or offered in respect of those Shares

"Dollars" and **"\$"** each means available and freely transferable and convertible funds in lawful currency of the United States of America

"Drawing" means any one amount advanced or to be advanced in respect of the Term Loan, the Revolving Credit and/or Multi Option Loan pursuant to a Drawdown Notice or, where the context permits, the amount advanced and for the time being outstanding and **"Drawings"** means more than one of them

"Drilling Services Contracts" means the following contracts as the same have been novated, assigned and/or amended by the relevant DSC Supplemental Documents or as the same may be novated, amended or assigned

(a) in relation to the Vessel "ALLIGATOR", a drilling services contract dated 29 December 2003 made between the Alligator Contractor and Cabinda Gulf Oil Company Limited, as has been amended by three amendment agreements dated or effective as of 16 March 2004, 1st November 2004 and 1st July 2007,

(b) in relation to the Vessel "BARRACUDA", a drilling services contract dated 2 July 2007 made between P T Patra Drilling Contractor and Total E&P Indonesia, having contract number 4600001229,

(c) in relation to the Vessel "AL BARAKA 1", a drilling services contract dated 20 November 2007 made between Brunei Shell Petroleum Company Sendirian Berhad and Pride Global Ltd, having contract number C060247/TSW

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"DSC Supplemental Documents" means

- (a) in relation to the Vessel "ALLIGATOR" the Operating Management Agreement,
- (b) in relation to the Vessel "BARRACUDA".
- (i) a substitution of principal agreement between Barracuda Contractor, Total E&P Indonesia, the Seller and the Borrower,
- (ii) an assignment of revenue under the Drilling Services Contract applicable to the Vessel "BARRACUDA", from the Barracuda Contractor to the Seller,
- (iii) a marketing services agreement between the Barracuda Contractor and the Seller,
- (c) in relation to the Vessel "ALBARAKA 1" a novation agreement to be entered into between the Borrower, Pride Global Limited (a company incorporated in the British Virgin Islands) and Brunei Shell Petroleum Company SDN BHD (a company incorporated in Brunei)

"Earnings" means all hires, freights, pool income and other sums payable to or for the account of the Borrower in respect of each Vessel including (without limitation) all remuneration for salvage, demurrage and detention moneys, contributions in general average, compensation in respect of any requisition for hire, and damages and other payments (whether awarded by any court or arbitral tribunal or by agreement or otherwise) for breach, termination or variation of any contract for the operation, employment or use of a Vessel

"Earnings Account" means a bank account to be opened in the name of the Borrower with the Agent and designated "GGS - Earnings Account"

"Encumbrance" means any mortgage, charge, hypothecation or lien and any other encumbrance which has a similar effect to the foregoing

"Facility Agreement" means a loan agreement dated 29 January 2008 as amended by a supplemental agreement dated 20 February 2008 and a second supplemental agreement dated 30 April 2008 made between Global Tender Barges Pte Ltd (as borrower), the Lenders (as lender and/or providers of guarantees), Bank of Scotland plc, Lloyds TSB Bank plc, Eksportfinans ASA, Landsbanki Islands HF as swap provider and the Security Trustee

"Facility Period" means the period beginning on 29 January 2008 and ending on the date when the whole of the Indebtedness has been paid in full and the Security Parties have ceased to be under any further actual or contingent liability to the Finance Parties under or in connection with the Finance Documents

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Agent and the Borrower setting out any of the following fees

- (1) arrangement,
- (2) agency fee, and/or
- (3) guarantee commission

"Finance Documents" means the Facility Agreement, the Master Agreements, the Security Documents, any Fee Letter, the Loan A Guarantee Fee Letter and any other document designated as such by the Agent and the Borrower

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and "Finance Document" means any one of them

"Finance Parties" means the Security Agent, the Swap Provider, the Lenders, the Loan A Guarantors, Bank of Scotland plc (as "Bank Guarantor") and Bank of Scotland plc (as the "Agent") and "Finance Party" means any one of them

"Guarantors" means GGS Spectrum, the Parent, Global Tender Barges AS and/or (where the context permits) any other person who shall at any time during the Facility Period give to any of the Finance Parties or to the Security Agent on their behalf a guarantee and/or indemnity for the repayment of all or part of the Indebtedness

"Indebtedness" means the aggregate from time to time of the amount of the Loans outstanding, all accrued and unpaid interest on the Loans, and all other sums of any nature (together with all accrued and unpaid interest on any of those sums) payable to any of the Finance Parties under all or any of the Finance Documents

"Insurances" means, in respect of a Vessel, all policies and contracts of insurance (including all entries in protection and indemnity or war risks associations) which are from time to time taken out or entered into in respect of or in connection with each Vessel or her increased value or the Earnings and (where the context permits) all benefits under such contracts and policies, including all claims of any nature and returns of premium

"Lenders" means Eksportfinans ASA, Landsbanki Islands hf, Bank of Scotland plc and Lloyds TSB Bank plc

"Loan A Guarantor" means the Bank of Scotland plc and Lloyds TSB Bank plc

"Loans" means the Term Loan, the Revolving Credit and the Multi Option Loan and "Loan" means any one of them

"Master Agreement" means any and each ISDA Master Agreement (or any other form of master agreement relating to interest or currency exchange transactions) entered into between the Swap Providers, whether jointly, severally or through one of them or another person as their agent and the Borrower during the Facility Period, including each Schedule to any Master Agreement and each Confirmation exchanged pursuant to any Master Agreement

"MOA" means the memorandum of agreement dated 9 August 2007 on the terms and subject to the conditions of which the Seller will sell the Vessels to the Borrower (as nominee of Ferncliff WITH AS)

"Multi Option Loan" means the aggregate amount advanced or to be advanced by the RCMO Lenders to the Borrower

"Operating Management Agreement" means, in relation to the Vessel "ALLIGATOR", a management agreement dated 18 December 2007 made between the Borrower and Pride Foramer SAS

"Parent" means Global Geo Services ASA, Sjølyst Plass 2, 0278 Oslo, Norway (org no 980 585 522)

"Pledgors" means each of the shareholders in Global Tender Barges AS, GGS Spectrum, the Parent and the Borrower in respect of which a pledge or charge of shares is to be granted in favour of the Chargee.

"RCMO Lenders" means the Lenders that have a Commitment in relation to the Revolving Credit and the Multi Option Facility

"Requisition Compensation" means all compensation or other money which may from time to time be payable to

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the Borrower as a result of a Vessel being requisitioned for title or in any other way compulsorily acquired (other than by way of requisition for hire)

"Revolving Credit" means the aggregate amount advanced or to be advanced by the RCMO Lenders to the Borrower or, where the context permits, the amount advanced and for the time being outstanding

"Security Documents" means any agreement or document which may at any time be executed by any person as security for the payment of all or any part of the Indebtedness and "Security Document" means any one of them

"Security Parties" means the Borrower, the Guarantors, the Pledgors, any of the Contractors who is a party to an Assignment, any other Credit Support Provider and any other person who may at any time during the Facility Period be liable for, or provide security for, all or any part of the Indebtedness, and "Security Party" means any one of them

"Seller" means Pride Foramer S A S , a company incorporated in France

"Shares" means

(a) the shares shown in the table below,

Beneficial Owner	Registered Owner	Issuer	Description	Amount
Abbot Investments (North Africa) Limited	Abbot Investments (North Africa) Limited	Global Tender Barges Pte Ltd (incorporated in Singapore)	Ordinary shares of \$1 00 each	9,000,000

(b) any replacement or additional shares charged by the Company under the Deed, and

(c) rights against clearing houses, depositories, custodians or other persons holding any such shares

"Swap Provider" means Bank of Scotland plc, Landsbanki Islands HF and Lloyds TSB Bank plc

"Term Loan" means the aggregate amount advanced or to be advanced by the Lenders to the Borrower being \$125,000,000 or, where the context permits, the amount advanced and for the time being outstanding

"Vessels" means the vessels "AL BARAKA 1", "BARRACUDA" and "ALLIGATOR" currently registered under the flags of Panama (for "AL BARAKA 1") and Liberia for other two Vessels, in the ownership of the Seller and intended to be sold by the Seller to the Borrower on the terms of the MOA, and everything now or in the future belonging to them on board and ashore.

All capitalised terms not defined herein shall have the meaning given to those terms in the Facility Agreement

M395 Continuation

Company number

05246036

Name of company

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* ABBOT INVESTMENTS (NORTH AFRICA) LIMITED (the "Company")

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)



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

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

**COMPANY NO. 5246036
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY CHARGE OVER
SHARES DATED 28 APRIL 2008 AND CREATED BY ABBOT
INVESTMENTS (NORTH AFRICA) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM GLOBAL TENDER
BARGES PTE. LTD TO THE FINANCE PARTIES ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 2 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

