

# MR01

## Particulars of a charge

134797/13



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

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR0

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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. The instrument must be scanned and placed on the public record.



LD2 \*L289FE36\* #19  
13/05/2013  
COMPANIES HOUSE

MONDAY

### 1 Company details

Company number 05246036  
Company name in full ABBOT INVESTMENTS (NORTH AFRICA) LIMITED

6 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 08/05/2013

### 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 THE ROYAL BANK OF SCOTLAND PLC (and its successors  
in title and permitted transferees)

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

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### 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

**5**

### Fixed charge or fixed security

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

☒ **Yes**☐ **No****6**

### Floating charge

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

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

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

☐ **Yes****7**

### Negative Pledge

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

☒ **Yes**☐ **No**

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Particulars of a charge

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**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 Linklaters LLP

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 Camilla Wong

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 London/City

Telephone 020 7456 2000

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 5246036

Charge code: 0524 6036 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2013 and created by ABBOT INVESTMENTS (NORTH AFRICA) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2013.

17x

Given at Companies House, Cardiff on 17th May 2013



Certified to be a true copy of the original,  
except for redactions made in accordance  
with section 89A of the Companies Act 2006  
Linklaters LLP  
10 May 2013

Allen & Gledhill

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Dated

8<sup>th</sup> MAY

2013

**ABBOT INVESTMENTS (NORTH AFRICA) LIMITED**

**as Chargor**

in favour of

**THE ROYAL BANK OF SCOTLAND PLC**  
**as Security Agent**

**SUPPLEMENTAL SHARE CHARGE**  
**(RELATING TO THE SHARE CHARGE DATED 2 AUGUST**  
**2011)**

ALLEN & GLEDHILL LLP  
ONE MARINA BOULEVARD #28-00  
SINGAPORE 018989

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This Supplemental Deed is dated 8<sup>th</sup> May 2013 and made between

- (1) **ABBOT INVESTMENTS (NORTH AFRICA) LIMITED**, a company duly incorporated and validly existing under the laws of England and having its principal place of business at 3 Colmore Circus, Birmingham Warwickshire B4 6BH, England, United Kingdom (the "**Chargor**"), and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (the "**Security Agent**", which expression includes its successors and assigns, as security trustee for the benefit of the Beneficiaries),

and is supplemental to a share charge dated 2 August 2011 made between (a) the Chargor and (b) the Security Agent (the "**Share Charge**")

#### BACKGROUND

- (A) The parties to this Supplemental Deed are party to a facility agreement dated 15 March 2008 (as amended and/or restated from time to time prior to the Amendment and Restatement Agreement (as defined below), the "**Existing Facility Agreement**") between, amongst others, KCA Deutag Alpha Limited (previously Turbo Alpha Limited) (the "**Parent**") as Borrower, Goldman Sachs International, The Royal Bank of Scotland plc, Lloyds TSB Bank plc and Bank of Scotland plc as Arrangers, the Lenders therein, and The Royal Bank of Scotland plc as Agent and Security Agent
- (B) By an Amendment and Restatement Agreement (the "**Amendment and Restatement Agreement**") dated 1<sup>st</sup> May 2013 between, amongst others, the Parent, the Chargor as borrower and guarantor and the Security Agent as security agent for the Finance Parties (as defined therein), the parties thereto agreed to amend and restate the Existing Facility Agreement in the form set out in Schedule 4 to the Amendment and Restatement Agreement (the Existing Facility Agreement as so amended and restated, the "**Amended and Restated Facility Agreement**")
- (C) It is a condition precedent to the amendments to the Existing Facility Agreement taking effect pursuant to the Amendment and Restatement Agreement that, *inter alia*, this Supplemental Deed is duly executed by the Chargor and delivered to the Security Agent

IT IS AGREED as follows

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Supplemental Deed, except where the context otherwise requires, all terms and references used in this Supplemental Deed and which are defined or construed in the Amended and Restated Facility Agreement or the Share Charge but are not defined or construed in this Supplemental Deed shall have the same meaning and construction in this Supplemental Deed and, in addition



**"Beneficiaries"** means, in relation to the Charges created in this Deed

- (a) the Senior Finance Parties,
- (b) each Hedge Counterparty, and
- (c) each Lender (as defined in the Amended and Restated Facility Agreement) participating in the Incremental Capex Facility (as defined in the Amended and Restated Facility Agreement),

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

**"Effective Date"** has the meaning ascribed to it in the Amendment and Restatement Agreement

## **1 2 Contracts (Rights of Third Parties) Act**

- (a) Other than the Beneficiaries or unless expressly provided to the contrary, a person who is not a party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any term of this Supplemental Deed
- (b) Notwithstanding any terms of this Supplemental Deed, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Supplemental Deed

## **2. INCORPORATION**

- (a) The terms and conditions of the Share Charge are hereby confirmed and shall remain in full force and effect. The Chargor hereby confirms that the Share Charge shall continue to remain in full force and effect and be binding on it after the date of this Supplemental Deed
- (b) The Share Charge and this Supplemental Deed shall be read and construed as one document and this Supplemental Deed shall be considered to be part of the Share Charge and, without prejudice to the generality of the foregoing, where the context so allows, references in the Share Charge to **"this Deed"**, howsoever expressed, shall be read and construed as references to the Share Charge as amended, modified and supplemented by this Supplemental Deed
- (c) Each Party acknowledges and agrees that this Supplemental Deed is designated as a **"Finance Document"** within the meaning of that expression in the Amended and Restated Facility Agreement

### **3. CHARGING PROVISIONS**

The Chargor, as beneficial owner, and as a continuing security for the due and punctual payment and discharge of all the Liabilities, charges in favour of the Security Agent (as security agent for the benefit of the Beneficiaries) by way of first fixed charge, and assigns and agrees to assign absolutely to the Security Agent (as security agent for the benefit of the Beneficiaries) all its present and future rights, title and interest in and to, all present and future

- (a) Shares, and
- (b) rights relating to those Shares (including all economic rights such as Dividends, distributions, interest paid or payable and any rights, moneys or property accruing or offered in relation to those Shares by way of redemption, substitution, exchange, bonus or preference)

### **4. AMENDMENTS TO THE SHARE CHARGE**

The Chargor and the Security Agent agree that with effect from the Effective Date, each reference to the Existing Facility Agreement and all obligations assumed by the Chargor in the Share Charge by reference to the Existing Facility Agreement shall each be read and construed by reference to the Amended and Restated Facility Agreement

### **5. COUNTERPARTS**

This Supplemental 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 Supplemental Deed

### **6. APPLICATION OF SHARE CHARGE**

The Chargor agrees and declares that all the provisions of, and all the covenants and powers contained in or subsisting under, the Share Charge shall apply (where appropriate) equally to this Supplemental Deed as if such provisions, covenants and powers were expressly set out or contained in this Supplemental Deed and made to apply (where appropriate) specifically to this Supplemental Deed

### **7. GOVERNING LAW**

This Supplemental Deed shall be governed by, and construed in accordance with, the laws of Singapore

### **8. JURISDICTION**

#### **8.1 Submission to Jurisdiction**

- (a) The courts of Singapore have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute

regarding the existence, validity or termination of this Supplemental Deed (a "Dispute"))

- (b) The parties to this Supplemental Deed agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This Clause 8 is for the benefit of the Beneficiaries only. As a result, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions
- (d) The Chargor agrees not to claim and hereby irrevocably waives any immunity from legal process in connection with this Supplemental Deed under any law of any applicable jurisdiction which it is entitled to claim or which may be attributed to it in respect of itself or its assets to the fullest extent permitted by the laws of such jurisdiction

## **8.2 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, the Chargor

- (a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the Singapore courts in connection with this Supplemental Deed or any documents required to be served in relation to such proceedings,
- (b) agrees that failure by a process agent to notify the Chargor of any process will not invalidate the proceedings concerned, and
- (c) agrees that if the entity nominated by it in paragraph (a) above is unable to act as its agent for service of process for any reason, it (or the Company on its behalf) will immediately appoint another process agent with the consent of the Security Agent, failing which the Security Agent may select a replacement process agent for such purpose

**IN WITNESS WHEREOF** this Supplemental Deed has been executed by the parties hereto on the date stated at the beginning

**The Chargor**

SIGNED SEALED AND DELIVERED

by

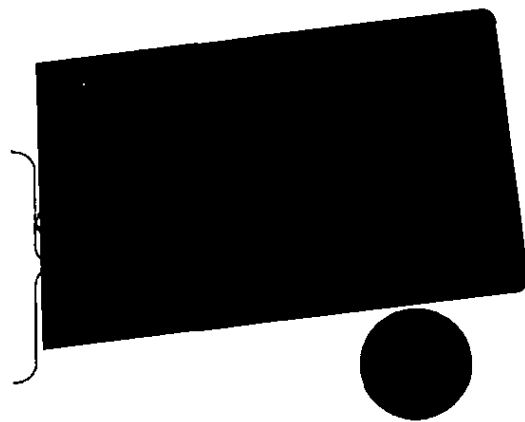
as attorney for and on behalf of

**ABBOT INVESTMENTS (NORTH AFRICA) LIMITED**

in the presence of



Witness's signature



**The Security Agent**

SIGNED, SEALED AND DELIVERED

by **PAUL FLETCHER**

as attorney for and on behalf of

**THE ROYAL BANK OF SCOTLAND PLC**

in the presence of **CAMILLA WONG**



Witness's signature