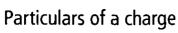
In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01







	Go online to file this information	
	www.gov.uk/companieshouse Please see 'How to pay' on the last page.	
•	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 register a charge where the instrument. Use form MRC This form must be delivered to the Registrar for registration 1 21 days beginning with the day after the date of creation of the ch	For further information. please *A649M3QW* 13/04/2017 #136
.	delivered outside of the 21 days it will be rejected unless it is according to time for delivery.	COMPANIES HOUSE
	You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. Do not send the original.	
1	Company details	For official use
Company number	0 5 2 4 6 0 3 6	→ Filling in this form
Company name in full	Abbot Investments (North Africa) Limited	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	d 0 d 5 m 0 m 4 y 2 y 0 y 1 y 7	
3 ,	Names of persons, security agents or trustees entitled to the c	harge
	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.	

	MRO1 Particulars of a charge						
4	Brief description						
_	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some					
Brief description	N/A	of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".					
		Please limit the description to the available space.					
5	Other charge or fixed security						
	Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.						
	✓ Yes □ No						
8	Trustee statement ⁰						
	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.	This statement may be filed after the registration of the charge (use form MR06).					
9	Signature	· · · · · · · · · · · · · · · · · · ·					
	Please sign the form here.						
Signature	X Lathan + Wathows X						
	This form must be signed by a person with an interest in the charge.						

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

!	
Contact name	Braden Sheps
Company name	Latham & Watkins
Address	99 Bishopsgate
Post town	London
County/Region	
Postcode	E C 2 M 3 X F
Country	England
DX	
Telephone	020 7710 3041

✓ 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.

E How to pay

A fee of £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5246036

Charge code: 0524 6036 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th April 2017 and created by ABBOT INVESTMENTS (NORTH AFRICA) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2017.

(

Given at Companies House, Cardiff on 25th April 2017





5 April 2017

The Companies listed in Schedule 1

(as the Chargors)

and

Lloyds Bank plc

(as the Security Agent)

SUPPLEMENTAL SECURITY DEED relating to a Debenture dated 16 May 2014

LATHAM&WATKINS

99 Bishopsgate London EC2M 3XF United Kingdom Tel: +44.20.7710.1000 www.lw.com

I 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.

Signature: T_ M

Date: 12 April 301

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THIS SUPPLEMENTAL SECURITY DEED is made on 5 April 2017

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").

RECITALS:

- (A) This deed is supplemental to a debenture dated 16 May 2014 between, amongst others, the chargors named therein and the Security Agent (the "Debenture").
- (B) The Security Agent and the Chargors intend this document to take effect as a deed.
- (C) The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Intercreditor Agreement.
- (D) It is proposed that the Notes shall be issued on or about the date hereof. Furthermore, the Senior Facilities Agreement has been amended and restated on 21 March 2017.
- (E) For the avoidance of doubt, the Obligations (as defined in the Senior Facilities Agreement) under the amended and restated Senior Facilities Agreement and the obligations under the Notes shall constitute Secured Obligations for the purposes of this deed. Furthermore, the Finance Parties (as defined in the Senior Facilities Agreement) and the noteholders and trustee of the Notes shall constitute Secured Parties for the purpose of this deed.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this deed, terms defined in the Debenture shall have the same meaning when used in this deed.

In addition, the following definitions shall also apply to this deed:

"Notes" means the 9 7/8% senior secured notes due 2022 in an aggregate principal amount of \$535,000,000 to be issued by KCA DEUTAG UK Finance plc.

"Senior Facilities Agreement" means the senior facilities agreement dated 16 May 2014 between, among others, KCA Deutag Alpha Limited as parent and certain of its subsidiaries as revolving borrowers, Goldman Sachs Lending Partners LLC as term loan administrative agent and Lloyds Bank plc as revolving credit administrative agent as amended and/or restated from time to time.

1.2 Construction

The provisions of clauses 1.2 (Construction) to 1.4 (Section 1A of the Insolvency Act 1986) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and "this Deed" and other similar expressions were references to this deed.

1.3 Miscellaneous

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of the Charged Assets contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) This deed is subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this deed and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement will prevail.

2. COVENANT 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. CHARGING PROVISIONS

3.1 Assignment

Subject to Clause 4 (*Limitations*), each Chargor, with full title guarantee and as continuing security for the payment of the Secured Obligations, assigns absolutely (subject only to the security interests created pursuant to the Debenture) 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 relevant Chargor, and any claims, awards and judgments in favour of the relevant Chargor, under or in connection with the Assigned Contracts.

3.2 Fixed Charges

Subject to Clause 4 (*Limitations*), each Chargor, with full title guarantee and as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties), subject only to the security interests created pursuant to the Debenture, by way of 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 3.1 (Assignment)).

3.3 Floating Charge

(a) Each Chargor, with full title guarantee and as further continuing security for the payment of the Secured Obligations, charges (subject only to the security interests

created pursuant to the Debenture) in favour of the Security Agent (as trustee for the Secured Parties) by way of floating charge its undertaking and all its rights and assets, both present and future (including assets not effectively assigned by Clause 3.1 (Assignment) or charged by Clause 3.2 (Fixed Charges), 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.

3.4 Qualifying Floating Charge

- (a) The floating Charge created by each Chargor pursuant to Clause 3.3 (*Floating Charge*) 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.

3.5 Conversion by notice of Floating Charge

- (a) 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):
 - (i) 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
 - (ii) after the occurrence of an Enforcement Event.

3.6 Automatic conversion

The floating charge created under this deed will automatically (in addition to the circumstances in which the same will occur under general law) (without notice) and immediately be converted into a fixed charge over any Charged Assets which is subject to the floating charge created under this deed, if:

- (a) any Chargor takes any step to create any Security in breach of Clause 5.1 (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.

3.7 Scottish Assets

Clauses 3.5 and 3.6 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.

4. LIMITATIONS

- 4.1 There shall be excluded from the assignment under Clause 3.1 (Assignment) and from the charge created by Clause 3.2 (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 any 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, any 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 any 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.
- 4.2 Where this deed purports to create first ranking fixed Security, that Security will be second ranking subject to the equivalent Security created by the Debenture until such time as the Security created by the Debenture ceases to have effect.

5. NEGATIVE PLEDGE AND FURTHER ASSURANCE

5.1 Security

No Chargor shall create or permit to subsist any Security or Quasi-Security over any Charged Asset (other than that created pursuant to the Debenture), except as permitted by the Secured Debt Documents.

5.2 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.

5.3 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.

6. INCORPORATION OF TERMS FROM DEBENTURE

- (a) The provisions of Clause 7 (Assigned and Charged Contracts) and Clause 9 (Book Debts) to Clause 26 (Counterparts) and Schedule 3 (Rights of Receivers) of the Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to "this Debenture" or "this Deed" and other similar expressions were a reference to this deed.
- (b) Any representations and warranties made in the Debenture and incorporated by reference into this deed shall be made on the date hereof by reference to the facts and circumstances on that date and, if a Repeating Representation, on each date that the Repeating Representations are repeated under the Secured Debt Documents.

7. THE DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) To the extent that any title document, share certificate or related document thereto which is required to be delivered to the Security Agent or to a third party on the instructions of the Security Agent under this deed has already been delivered to the Security Agent or the relevant third party pursuant to the terms of the Debenture, the Chargors shall not be required to deliver the same hereunder.

8. **DESIGNATION**

This deed is designated as a Finance Document.

9. ACKNOWLEDGEMENT BY THE SECURITY AGENT

The Security Agent acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by each Chargor with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Debenture; and
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under this deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under the Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by each Chargor under this deed.

10. FAILURE TO EXECUTE

Failure by one or more parties ("Non-Signatories") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other Parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

11. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (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 11 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 Supplemental Security Deed has been duly executed as a deed and is 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	Туре
KCA Deutag Alpha Limited	Abbot Group Limited	00623285	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 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

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE CHARGORS

EXECUTED as a DEED by ABBOT GROUP LIMITED acting by:

REDACTED

		_	
Name:		2101649	BYRNE
		•	

Title: Director

Witness:

Address:

REDACTED

ALLEN & OVERY LLP KONE LL AMPREA Name: ONE BISHOPS SQUARE

LONDON E1 6AD 506-650R MINEE www.allenovery.com Occupation:

EXECUTED as a **DEED** by ABBOT HOLDINGS LIMITED acting by: **REDACTED** ANTHONY BIRNE Name: Title: Director **REDACTED** Witness: **ALLEN & OVERY LLP** ANDREA CEONECL' Name: ONE BISHOPS SQUARE Address: **LONDON E1 6AD**

www.allenovery.com

become

MALMEE

Occupation:

EXECUTED as a DEED by KCA DEUTAG ALPHA LIMITED acting by:

REDACTED

Name: NEIL GILCHTLICT

Title: Director

Witness: REDACTED

Name: GILLIAN ROONEY

Address: KCA DEUTAG, PORTLETHEN ABIZ HXX

Occupation: LEGAL COUNSEL

EXECUTED as a DEED by KCA DEUTAG ALPHA II LIMITED acting by:

REDACTED

Name: NEIL GILLHRUGT

Title: Director

Witness: REDACTED

Name: GILLIAN ROONEY

Address: KCA DEUTAG PORTLETHEN ARIZ 4XX

Occupation: LEGAL COUNCEL

EXECUTED as a DEED by ABBOT INVESTMENTS (NORTH AFRICA) LIMITED acting by:

REDACTED

Name: Title: Direct	or Annibry ByrnE	
Witness:	REDACTED	
Name:	ANDREA LEWELL	ALLEN & OVERY LLP
Address:		ONE BISHOPS SQUARE - LONDON E1 6AD
Occupation:	Mance Solcion	- www.allenovery.com

EXECUTED as a DEED by KCA DEUTAG CASPIAN LIMITED acting by:

REDACTED

Address:

Name: AMTONY BYRNE
Title: Director

Witness: REDACTED

Name: AMNEA LEOMELL'

Occupation: TRAINEE SOLGIOR

ALLEN & OVERY LLP ONE BISHOPS SQUARE LONDON E1 6AD www.allenovery.com

EXECUTED as a **DEED** by **KCA DEUTAG DRILLING GROUP LIMITED** acting by:

REDACTED

Name: Title: Directo	Dr ANTHONY BYRNE	
Witness:	REDACTED	
Name:	ANDREA LEONELL	ALLEN & OVERY LLP
Address:		ONE BISHOPS SQUARE
Occupation:	MAINEE SOLCIOR	LONDON E1 6ADwww.allenovery.com

EXECUTED as a DEED by KCA DEUTAG UK FINANCE PLC acting by:

REDACTED

Name: ANTHONY BYRICE
Title: Director

Witness:

REDACTED

Name: ALDREA LEONELL

Address:

Occupation: THINKE SOLCION

ALLEN & OVERY LLP ONE BISHOPS SQUARE LONDON E1 6AD www.allenovery.com

EXECUTED as a DEED by KCA EUROPEAN HOLDINGS LIMITED acting by:

REDACTED

Name: Title: Directo	1	AHDAY BYRA	<u> </u>
Witness: Name: Address: Occupation:	RED) ALLEN & OVERY LLP ONE BISHOPS SQUARE LONDON E1 6AD www.allenovery.com

EXECUTED as a **DEED** by **KCA DEUTAG DRILLING LIMITED** acting by:

REDACTED

Name: Title: Direct		MHOMY BYR	√ E.
Witness:	RED	ACTE)
Name: Address:	ANTREA	LEDNELL.	ALLEN & OVERY LLP ONE BISHOPS SQUARE
Occupation:	MINE	Sourcon	LONDON E1 6ADwww.allenovery.com

EXECUTED as a **DEED** by **KCA DEUTAG RIG DESIGN SERVICES LIMITED** acting by:

REDACTED

	-		_		
Name:		/		An Mory	BYRNE
Title:	Director	•		,	,

Witness: REDACTED

Name: AMREA LEONELL' ALLEN & OVERY LLP ONE BISHOPS SOLIAL

Address:
Occupation:

Occupation:

Occupation:

Occupation:

ONE BISHOPS SQUARE
LONDON E1 6AD

www.allenovery.com

EXECUTED as a DEED by KCA DEUTAG TECHNICAL SUPPORT LIMITED acting by:

REDACTED

Name: Title: Directo	•	MADAY BYRNE	
Witness: Name: Address: Occupation:	RED ÁNDREA THANKE	SOLCIOR	· _

THE SECURITY AGENT

EXECUTED by LLOYDS BANK PLC acting by:

REDACTED

Authorised Signatory

Notice Details

Address: 150 Fountainbridge Edunburgh, EH3 9AE

Facsimile: +44 0 131 229 0234

Attention: Richard Robinson

Email: