

MG01

Particulars of a mortgage or charge

019472/13 ✓



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

FRIDAY



LD4

23/07/2010
COMPANIES HOUSE

78

1 Company details

Company number 0 6 2 9 2 5 9 7

Company name in full ✓ DRILLGREAT LIMITED

registered in England and Wales (the "Chargor")

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 Date of creation of charge

Date of creation ✓ 1 3 0 7 2 0 1 0

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Charge over Securities entered into by the Chargor in favour of The Royal Bank of Scotland plc (the
"Security Trustee") dated 13 July 2010 (the "Charge")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

10
All present and future indebtedness, monies, obligations and liabilities
of the Chargor to the FX Lenders under the Finance Documents
(including the Charge), in whatever currency denominated, whether
actual or contingent and whether owed jointly or severally or as
principal or as surety or in some other capacity, including any liability
in respect of any further advances made under the Finance
Documents (the "Secured Liabilities")

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name / THE ROYAL BANK OF SCOTLAND PLC

Address Level 5, 135 Bishopsgate

LONDON

Postcode E C 2 M 3 U R

Name

Address

Postcode

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1 Charge

1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the FX Lenders) by way of first fixed charge all of its present and future right, title and interest in and to the following assets

1 1 1 all Securities,1 1 2 all Related Rights, and

1 1 3 all property and rights in respect of any of the Securities and/or Related Rights from time to time held in a Relevant System or otherwise subject to its rules and practices (including, without limitation, all rights against the operator of that Relevant System or any participant in it in respect of any of the Securities and/or Related Rights) and all property and rights in respect of any of the Securities and/or Related Rights from time to time deposited with, or registered in the name of, any depositary, custodian, sub-custodian, investment manager or broker (whether established in the United Kingdom or elsewhere)

(continued on continuation sheet 1)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>NOTES</p> <p>1 Further Assurance</p> <p>1 1 The Chargor shall, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for</p> <p>1 1 1 preserving, perfecting or protecting any Security Asset or the security constituted or intended to be constituted by the Charge over any Security Asset,</p> <p>1 1 2 facilitating the realisation of any Security Asset, and/or</p> <p>1 1 3 facilitating the exercise of all rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to the Charge or by law in respect of any Security Asset,</p> <p>including, without limitation, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Security Assets (whether to the Security Trustee or its nominee(s)) and the giving of any notice, instruction, order or direction and the making of any registration which, in any such case, the Security Trustee may think expedient</p> <p>2 Negative Pledge</p> <p>The Chargor shall not create or extend or permit to arise or subsist any Security, any Quasi-Security or any trust over the whole or any part of the Security Assets, except as expressly permitted by the terms of the Facilities Agreement or with the prior written consent of the Security Trustee</p> <p>3 Restriction on Disposals</p> <p>The Chargor shall not (and shall not agree to) sell, factor, discount, transfer, assign, lease or otherwise dispose of the whole or any part of the Security Assets (whether in a single transaction or in a series of transactions whether related or not), except as expressly permitted by the terms of the Facilities Agreement or the Charge</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Definitions</p> <p>"Delegate" any person appointed by the Security Trustee or any Receiver pursuant to Clause 12 of the Charge (Discretions and Delegation) and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate,</p> <p>"Facilities Agreement" the facilities agreement dated 28 September 2007 as amended and restated by an amendment and restatement agreement dated 13 July 2010 and made between inter alia (1) the Chargor, and (2) the Royal Bank of Scotland plc as arranger, agent and Security Trustee,</p> <p>"Finance Documents" shall have the meaning given to it in the Facilities Agreement,</p> <p>"FX Lender" shall have the meaning given to it in the Facilities Agreement,</p> <p>"Quasi-Security" shall have the meaning given to it in the Facilities Agreement (Negative Pledge),</p> <p>"Receiver" a receiver or receiver and manager of the whole or any part or parts of the Security Assets,</p> <p>"Related Rights" all</p> <ul style="list-style-type: none"> (a) dividends, interest and other distributions of any kind and any other moneys paid or payable from time to time in respect of any of the Securities, (b) allotments, accretions, rights, shares, securities, money or other property accruing, offered or issued from time to time by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise in respect of any of the Securities, and (c) other rights, assets and advantages from time to time attaching to or deriving from or exercisable by virtue of the ownership of any of the Securities, <p>"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 (SI 2001 No 3755) and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit and clearance of transactions in shares, stocks and other securities,</p> <p>"Securities" all shares, whether certificated or uncertificated, in the capital of the Target from time to time legally and beneficially owned by the Chargor or in which the Chargor has an interest, including (without limitation) the shares specified in Schedule 1 of the Charge (Details of Securities),</p> <p>"Security" a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Assets" all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Charge, and</p> <p>"Target" Monsoon Limited (formerly Monsoon plc), a private limited liability company registered in England and Wales with company number 2585514</p>	

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7	Particulars as to commission, allowance or discount (if any)
Commission allowance or discount	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>

8	Delivery of instrument
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>

9	Signature
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Carla Cameron McKenna</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>

Please return via
CH London Counter

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name ROBR/THGU 009717 01248

Company name CMS CAMERON MCKENNA LLP

Address Mitre House

160 Aldersgate Street

Post town London

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6292597
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SECURITIES
DATED 13 JULY 2010 AND CREATED BY DRILLGREAT LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE FX LENDERS ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 23 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JULY 2010

LLC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES