CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

COMPANIES FORM No. 395

Particulars of a mortgage of

A fee of £13 is payable to Companies House

of each register entry for a mortgage of shargenes HOUSE

Pursuant to section 395 of the Companies Act 1985

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

For official use

500143 191.

Company number

02125855

Name of company

TEAM ENERGY RESOURCES LIMITED (the "Chargor")

Date of creation of the charge

FEBRUARY 2007

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

A debenture (the "Debenture") dated 6 February 2007 between the companies listed in Schedule 1 (the "Original Chargors", which term includes the Chargor) and The Governor and Company of the Bank of Scotland (the "Security Trustee").

Amount secured by the mortgage or charge

Under the Debenture, the Chargor covenanted with the Security Trustee as trustee for the Finance Parties that the Chargor will on demand pay and discharge the liabilities, whether present or future, actual or contingent, of the Obligors to the Finance Parties under or pursuant to the Senior Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by an Original Chargor of section 151 of the Companies Act 1985 (the "Secured Liabilities").

Unless otherwise defined herein, capitalised terms have the same meaning attributed to them in Part 1 of the attached continuation sheets.

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

See Part 2 in the attached continuation sheets

Postcode

Presentor's name address and reference (if any): Herbert Smith LLP Exchange House Primrose Street London EC2A 2HS

Time critical reference

For official Use (06/2005) Mortgage Section

Post room



15/02/2007 A30 COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part 3 in the attached continuation sheets

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed Herbert Smith LLP

Date 14 February 2007

House in respect of each register entry for a mortgage or charge. (See Note 5)

A fee is payable to Companies

† delete as appropriate

On behalf of XXXXXXXX [mortgagee/chargee] †

Notes

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 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

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

PART 1: DEFINITIONS AND INTERPRETATION

- 1.1 The following terms shall have the following meanings when used in this form 395 and the continuation sheets:
- "Acceleration Date" means the date on which the Agent gives notice under clause 25.20(b), (c) or (g) of the Facility Agreement in accordance with the terms thereof.
- "Account" means each account of the Chargors set out in Schedule 6 (Accounts) of the Debenture.
- "Affiliate" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.
- "Approved Accounting Principles" means generally accepted accounting principles in the United Kingdom.
- "Assigned Agreements" means the Hedging Documents and the Intra-Group Loan Agreements.
- "Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, in each case, required by law or regulation.
- "Book Debts" means, in relation to the Chargor, all its book debts arising in the ordinary course of trading.
- "Distribution Rights" means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.
- "Facility Agreement" means the facility agreement dated on 6 February 2007 between, among others, the Original Chargors, the Security Trustee and the other Finance Parties.
- "Facilities" means the Term Facility and the Revolving Facility and "Facility" means any one of them.
- "Finance Parties" means the Arranger, the Agent, the Security Trustee, each Lender, the Issuing Bank, each Ancillary Lender, the Additional Facilities Lenders and each Hedging Lender (each term as defined in the Facility Agreement with the exception of the Security Trustee which is defined herein) and "Finance Party" means any of them.
- "Financial Indebtedness" means (without double counting) any indebtedness in respect of:
 - (a) moneys borrowed and debit balances at banks (provided that where that debit balance arises with a bank which operates netting arrangements permitted under the Facility Agreement, such debit balance shall only be taken into account if the net position under those arrangements is an overall debit balance);
 - (b) any amount raised pursuant to any debenture, bond (other than a performance bond or advance payment bond), note or loan stock or other similar debt instrument;

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

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- (c) any amount raised pursuant to any acceptance or documentary credit or by a bill discounting or factoring credit facility or dematerialised equivalents thereof (other than to the extent the same is discounted or factored on a non-recourse basis);
- (d) receivables sold or discounted (otherwise than on a non-recourse basis) but only to the extent of the recourse to the relevant Group Company;
- (e) the acquisition cost of any asset where the deferred payment is arranged primarily as a method of raising finance and to the extent payable more than 90 days after the period customarily allowed by the relevant supplier (save where payment is deferred because of a dispute carried out in good faith with the supplier or because of contractual terms establishing payment schedules linked with contractual performance where the deferred payment does not represent normal trade credit);
- (f) finance leases or hire purchase contracts required to be treated as finance leases under the Approved Accounting Principles (whether in respect of land, buildings, plant, machinery, equipment or otherwise);
- (g) any agreement for managing or hedging currency and/or interest rate and/or commodity risk whether by way of forward exchange, collar, swap, forward rate agreement or otherwise and when calculating the amount of indebtedness under any such agreement only the marked to market value shall be taken into account or for the purpose of Clause 25.14 (*Cross default*) of the Facility Agreement this paragraph (g) shall include only the net amount of the payment obligation outstanding thereunder of the relevant Group Company;
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond (excluding any performance bond or advance payment bond), standby or documentary Letter of Credit or any other instrument issued by a bank or financial institution (each an "instrument") provided that the underlying obligation in respect of which the instrument was issued would, under one or more of the other paragraphs of this definition, be treated as being Financial Indebtedness;
- (i) amounts raised under any other transaction having the commercial effect of a borrowing or
- (j) any guarantee, indemnity or other legally binding obligation in respect of financial loss of any person in respect of any indebtedness falling within paragraphs (a) to (i) inclusive of this definition,

but excluding for the avoidance of doubt all pension or post-employment benefit scheme related liabilities and so that where the amount of Financial Indebtedness falls to be calculated:

(b) no amount shall be taken into account more than once in the same calculation; and

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

(c) when any amount required to be taken into account on any particular day is denominated or payable in a currency other than Sterling, that amount shall be converted into Sterling at the Agent's spot rate of exchange on that day for the purchase of Sterling with such other currency.

"Group" means Acteon Group Limited and its Subsidiaries from time to time and "member of the Group" or "Group Company" means any one of them.

"Hedging Documents" means agreements (if any) entered into with the Hedging Lenders for the purpose of hedging any interest rate and/or currency risk arising in connection with the Senior Finance Documents.

"Holding Company" means, in relation to a body corporate, any other body corporate in respect of which it is a Subsidiary.

"Insurance" means, in relation to the Chargor, each contract or policy of insurance to which the Chargor is a party or in which it has an interest.

"Intellectual Property" means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group.

"Intra-Group Loan" means any Financial Indebtedness owed by a Group Company (the "Borrowing Company") to another Group Company (the "Lending Company").

"Intra-Group Loan Agreement" means an agreement pursuant to which an Intra-Group Loan is or is to be made.

"Investments" means, in relation to the Chargor, all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations) held by it in a third party.

"Land" has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

"Non Trading Debts" means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in Clause 1.7 (*Accounts*) of the Debenture.

"Obligors" means each Original Chargor and MENCK GmbH and InterMoor Inc and "Obligor" means any of them.

"Original Chargors" means those companies listed in Schedule 1 to these continuation sheets.

"Permitted Security" means any Security permitted to remain outstanding in accordance with the provisions of Clause 22.3 (Negative pledge) of the Facility Agreement.

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

"Plant and Machinery" means, in relation to the Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

"Receiver" means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes also an administrative receiver.

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them.

"Revolving Facility" means the revolving credit facility referred to in paragraph (b) of Clause 2.1 (Facilities) of the Facility Agreement.

"Security" means:

- (a) any mortgage, charge (fixed or floating), pledge, lien, hypothecation, standard security, assignation, set-off, assignment, or trust arrangement or any other agreement or arrangement achieving a substantially similar effect; and
- (b) a transaction under which any member of the Group will:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are contractually required to be leased to or re-acquired by any other member of the Group;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - enter 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
 - (iv) enter into any other arrangement with the effect of conferring a preferential right to assets in an insolvency,

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

"Security Assets" means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture.

"Security Period" means the period starting on the date of the Debenture and ending on the date on which all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities.

"Security/Guarantee Principles" means the principles set out in Schedule 16 (Security/Guarantee Principles) of the Facility Agreement.

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

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"Senior Finance Documents" means the Facility Agreement, the Additional Facilities Documents, the Ancillary Documents, the Security Documents, the Hedging Documents, the Intercreditor Agreement (if any), each Accession Document, each Resignation Letter, each Compliance Certificate, each Utilisation Request, each Transfer Certificate, each Letter of Credit, the Fees Letters, each Incremental Facility Agreement and any other document or agreement designated as such by the Agent and the Obligors' Agent (each term as defined in the Facility Agreement with the exception of the Facility Agreement and Hedging Documents which are defined herein).

"Shares" means all shares held by the Chargor in its Subsidiaries, including those listed in Schedule 3 (Shares) of the Debenture.

"Sterling" or "£" means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

"Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) which is a subsidiary as defined in Section 736 of the Companies Act 1985; or
- (b) which is controlled, directly or indirectly, by the first mentioned company or corporation; or
- (c) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or
- (d) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Term Facility" means the term loan facility referred to in paragraph (a) of Clause 2.1 (Facilities) of the Facility Agreement.

"Trade Mark" means each United Kingdom registered trade mark described in Part 1 of Schedule 8 (Trade Marks) of the Debenture.

"Trade Mark Application" means each application for the United Kingdom registration of a trade mark as described in Part 2 of Schedule 8 (Trade Marks) of the Debenture.

"Trade Mark Property" means:

- (a) all Trade Marks;
- (b) all Trade Mark Applications;
- (c) any goodwill of the Chargor's business to which any Trade Mark or Trade Mark Application relates; and
- (d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in the Chargor's business.

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

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1.2 Any reference to any agreement or instrument is a reference to that agreement or instrument as amended, restated or novated from time to time.

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

PART 2: NAME AND ADDRESS OF THE MORTGAGEES OR PERSONS ENTITLED TO THE CHARGE

The Governor and Company of the Bank of Scotland as Security Trustee for the Finance Parties (the "Security Trustee")

Address:

3/5 Albyn Place, Aberdeen, Scotland. AB10 1PY.

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

PART 3: SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. Land

The Chargor charged:

- by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (Land charged by way of legal mortgage) of the Debenture; and
- by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

2. Shares

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge:

- 2.1 all Shares; and
- 2.2 all related Distribution Rights.

3. Investments

The Chargor mortgaged or (if and to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge:

- 3.1 all Investments; and
- 3.2 all related Distribution Rights,

including those held for it by any nominee.

4. Plant and Machinery

The Chargor charged by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 3.1 (Land) of the Debenture.

5. Book Debts

The Chargor charged by way of fixed charge:

- 5.1 all Book Debts; and
- 5.2 all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

6. Non Trading Debts

The Chargor charged by way of fixed charge:

6.1 all Non Trading Debts; and

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

6.2 all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

7 Accounts

The Chargor charged by way of fixed charge all amounts standing to the credit of:

- 7.1 each of its Accounts held with a Finance Party or any other person; and
- 7.2 any other account in its name held with a Finance Party or any other person or to which it is beneficially entitled.

8 Intellectual Property

The Chargor charged by way of fixed charge all its Intellectual Property, including, where the Chargor owns Trade Mark Property:

- 8.1 the Trade Mark Property which belongs to it now or at any time during the Security Period; and
- 8.2 all fees, royalties and other rights of every kind deriving from such Trade Mark Property.

9 Goodwill

The Chargor charged by way of fixed charge its goodwill.

10 Uncalled capital

The Chargor charged by way of fixed charge its uncalled capital.

11 Authorisations

The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

12 Assigned Agreements

- 12.1 The Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party.
- 12.2 Until the Acceleration Date occurs, but subject to Clause 7.6 (Assigned Agreements and Insurances) of the Debenture, the Chargor may continue to deal with the counterparties to the Assigned Agreements.

13 Insurances

- 13.1 The Chargor assigned absolutely all its rights and interests in the Insurances.
- 13.2 Until the Acceleration Date occurs, but subject to Clause 7.6 (Assigned Agreements and Insurances) of the Debenture, the Chargor may continue to deal with the counterparties to the Insurances.

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

14 Contractual rights

The Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which were effectively assigned by Clause 3.12 (Assigned Agreements) of the Debenture.

15 Other Assets

- 15.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture (including, without limitation, any Security Asset of the Chargor in Scotland).
- 15.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

16 Conversion of floating charge

16.1 Conversion on notice

The Security Trustee may by notice in writing to the Chargor at any time during the Security Period convert the floating charge created by the Chargor under the Debenture into a fixed charge in respect of any Security Asset specified in that notice if the Acceleration Date has occurred.

16.2 Automatic conversion

The floating charge created by the Chargor under the Debenture will convert automatically into fixed charges:

- (a) if the Security Trustee receives notice of an intention to appoint an administrator of the Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed;
- (c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than Permitted Security;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

17 Negative pledge under the Debenture

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

No Chargor shall create or permit to subsist any Security over any Security Asset except for Permitted Security, other than as permitted under Clause 22.3 (Negative pledge) of the Facility Agreement.

18 Further Assurance

Subject to the Security/Guarantee Principles, the Chargor shall promptly do all such acts and execute all such documents (including assignments, assignations, transfers, mortgages, pledges, standard securities, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment, assignation, pledge, standard security or other Security over all or any of the assets which are, or are intended to be, the subject of the Security) or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to the Debenture or by law; and/or
- (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture.

19 Nature of Security Created

The Security created under the Debenture was created:

- (A) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (B) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (C) in favour of the Security Trustee as trustee for the Finance Parties; and
- (D) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the relevant Chargor does not know and could not reasonably be expected to know about them).

20 Application of Moneys

Subject to the Facility Agreement, on and after the Acceleration Date, the Chargor shall hold on trust for the Security Trustee all moneys received by virtue of the Insurances and, at the option of the Security Trustee, the Chargor shall apply those moneys:

- (a) in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the Chargor); or
- (b) (except in the case of leasehold premises) in reduction of the Secured Liabilities.

Name of Chargor: TEAM ENERGY RESOURCES LIMITED

Company Number: 02125855

SCHEDULE 1 – ORIGINAL CHARGORS

Name of Chargor	Registered number (or equivalent, if any)	Registered address
Acteon Group Limited	04231212	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
Conductor Installation Services Limited	05363901	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
Mirage Machines Limited	02788205	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
U.W.G. Limited	02369087	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
Team Energy Resources Limited	02125855	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
Claxton Engineering Services Limited	01927530	Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
2H Offshore Engineering Limited	02790139	Unit 1 1-7 Cherry Street Woking Surrey GU21 6EE
Trident Offshore Limited	SC100128	Investment House 6 Union Row Aberdeen AB10 1DQ
Aquatic Engineering & Construction Limited	SC123734	Investment House 6 Union Row Aberdeen AB10 1DQ





OF A MORTGAGE OR CHARGE

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

COMPANY No. 02125855

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th FEBRUARY 2007 AND CREATED BY TEAM ENERGY RESOURCES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS 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 15th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd FEBRUARY 2007.





