



## Registration of a Charge

Company name: **HUNTING ENERGY SERVICES LIMITED**  
Company number: **01674180**



X5GYZ5F2

Received for Electronic Filing: **05/10/2016**

## Details of Charge

Date of creation: **30/09/2016**Charge code: **0167 4180 0001**Persons entitled: **LLOYDS BANK PLC**

Brief description:

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

## Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

## Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HELEN MARY DICKSON**



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1674180

Charge code: 0167 4180 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2016 and created by HUNTING ENERGY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2016 .

Given at Companies House, Cardiff on 6th October 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**Burness Paull**

**HUNTING ENERGY SERVICES LIMITED**  
as Chargor

in favour of

**LLOYDS BANK PLC**  
as Security Agent for the Secured Parties

**BOND AND FLOATING CHARGE**

**Certified a true copy**  
Aberdeen

  
for and on behalf of Burness Paull LLP

## TABLE OF CONTENTS

Clause		Page No.
1	DEFINITIONS AND INTERPRETATION	1
2	BOND	3
3	FLOATING CHARGE	3
4	NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE	3
5	SET-OFF	4
6	CLAWBACK	4
7	ENFORCEMENT	4
8	RELEASE OF SECURITY	6
9	OFFICE OF RECEIVER	7
10	APPLICATION OF ENFORCEMENT PROCEEDS	7
11	PROTECTION OF SECURITY	7
12	FURTHER ASSURANCE	9
13	MANDATE AND ATTORNEY	9
14	EXPENSES AND INDEMNITY	10
15	ASSIGNATION	10
16	NOTICES	11
17	GOVERNING LAW AND JURISDICTION	11
18	CONSENT TO REGISTRATION	12

## **BOND AND FLOATING CHARGE**

by

- (1) **HUNTING ENERGY SERVICES LIMITED**, a company incorporated under the Companies Acts with registered number 01674180 and having its registered office at 5 Hanover Square, London, W1S 1HQ (the "Chargor")

in favour of

- (2) **LLOYDS BANK PLC**, a company incorporated under the Companies Acts with registered number 00002065 and having its registered office at 25 Gresham Street, London, United Kingdom, EC2V 7HN as Security Agent for the Secured Parties as defined in the Facility Agreement referred to below (the "Security Agent")

**CONSIDERING THAT:**

- (A) the Finance Parties have agreed to make a loan facility available under the Facility Agreement (as defined below);
- (B) one of the conditions precedent to the availability of the facility referred to in paragraph (A) above is that the Chargor grants to the Security Agent this Instrument.

**NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 In this Instrument:**

"Administrator" means any administrator appointed pursuant to this Instrument;

"Event of Default" has the meaning given to it in the Facility Agreement;

"Facility Agreement" means the \$200,000,000 multicurrency revolving facility agreement dated 26 October 2015 as amended on 20 July 2016 and as further amended from time to time and made between (amongst others) Hunting plc (registration number 00974568) and the Security Agent;

"Finance Parties" has the meaning given to it in the Facility Agreement;

"Inventory" means any Inventory Items whether now owned or hereafter acquired, and wherever located, and in any event shall include, without limitation, goods, merchandise or other personal property, wherever located, to be furnished under any contract of service or held for sale or lease (including all raw materials, work in process, finished goods and goods in transit), and all materials and supplies of every kind, nature and description which are or might be used or consumed in the Chargor's business or used in connection with the

manufacture, packing, shipping, advertising, selling or furnishing of such goods, merchandise or other personal property, and all bills of lading, warehouse receipts, dock warrants, dock receipts, documents of title (whether negotiable or nonnegotiable) or any similar document related thereto and all records related thereto, and all collateral support and supporting obligations related thereto.

**"Inventory Items"** means goods, other than farm products, which:

- (a) are leased by a person as lessor;
- (b) are held by a person for sale or lease or to be furnished under a contract of service;
- (c) are furnished by a person under a contract of service; or
- (d) consist of raw materials, work in process, or materials used or consumed in a business;

**"Receivables"** shall mean, in respect of Inventory sold or otherwise disposed of, all (a) accounts, (b) chattel paper, (c) payment intangibles, (d) general intangibles, (e) instruments, (f) letter-of-credit rights, (g) supporting obligations and (h) other rights to payment, whether or not earned by performance, together with all of the Chargor's rights, if any, in any goods or other property giving rise to such right to payment and all collateral support and supporting obligations related thereto and all records related thereto;

**"Receiver"** means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this instrument, pursuant to any statute, by a court or otherwise) and includes joint receivers;

**"Secured Assets"** means the following properties, assets and rights of the Chargor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

- (a) all Receivables;
- (b) all Inventory;
- (c) all books and records relating to the Receivables and Inventory; and
- (d) any other contract rights or rights to the payment of money and proceeds relating to the Receivables and Inventory.

**"Secured Obligations"** means all present and future obligations and liabilities at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents or under any Uncommitted Facility Document, whether actual or contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, in each case subject to any limitation or amendment set out in a Transaction Security Document,

"Secured Parties" has the meaning given to it in the Facility Agreement; and

"Uncommitted Facility Document" has the meaning given in the Facility Agreement.

## 1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument;
- 1.2.2 The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facility Agreement are to be construed as references to this Instrument;
- 1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility;
- 1.2.4 The term "this "Security"" means any security created by this Instrument;
- 1.2.5 A reference to any asset, unless the context otherwise requires, includes any present and future asset;
- 1.2.6 Unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of sale of that Secured Asset.

## 2 BOND

- 2.1 The Chargor undertakes to the Security Agent for itself and as trustee for the Finance Parties that it will pay or discharge to the Security Agent all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge (whether by acceleration or otherwise);
- 2.2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Instrument which is accordingly a qualifying floating charge.

## 3 FLOATING CHARGE

The Chargor as security for the payment and discharge of all the Secured Obligations hereby grants in favour of the Security Agent a floating charge over the Secured Assets.

## 4 NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

- 4.1 The Chargor agrees that it shall be prohibited from granting or creating subsequent to the date of execution of this Instrument any fixed security or any other floating charge over the

Secured Assets or any part or parts of them, other than (i) in favour of the Security Agent, (ii) in favour of another person and with the prior written consent of the Security Agent, or (iii) permitted pursuant to the terms of the Facility Agreement.

- 4.2 Any fixed security granted by the Chargor in favour of the Security Agent (whether before or after the date of execution of this Instrument) shall rank in priority to this Security.
- 4.3 In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 4.1 or with the consent of the Security Agent under Clause 4.1 but with no written agreement of the Security Agent as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

## 5 SET-OFF

Without prejudice to any of its other rights, remedies or powers, the Security Agent may set off any matured obligation due from the Chargor under the Finance Documents against any matured obligation owed by the Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

## 6 CLAWBACK

If the Security Agent considers that an amount paid to it or a Receiver or any Finance Party is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.

## 7 ENFORCEMENT

- 7.1 In addition to any statutory provisions concerning enforceability or attachment this Security shall become enforceable upon and the Security Agent's powers of appointment and other rights and powers shall become exercisable at any time after:
  - 7.1.1 the occurrence of an Event of Default which is continuing; or
  - 7.1.2 the receipt of any request from the board of directors of the Chargor; or
  - 7.1.3 the taking (or purported taking) by any person of any step towards the winding up or dissolution of the Chargor or towards the appointment of any administrator, trustee, administrative receiver, receiver, liquidator or the like to the Chargor or the whole or any part of its property

and the Security Agent may then (or as soon thereafter as permitted by law) by instrument in writing appoint any person or persons (if more than one with power to act both jointly and separately) to be an administrator of the Chargor or (subject, if applicable, to Section 72A of

the Insolvency Act 1986) a receiver of the Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause 7.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Security Agent shall be entitled so to appoint another person as Receiver in his place.

7.2 An Administrator shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and a Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act 1986, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 together with (in either case) the power to exercise any powers or rights incidental to ownership of the Secured Assets, including (as regards shares and other securities) any voting rights or rights of enforcing the same together with power to:

- 7.2.1 implement and exercise all or any of the Chargor's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;
- 7.2.2 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Chargor;
- 7.2.3 promote or procure the formation of any new company or corporation;
- 7.2.4 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;
- 7.2.5 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Secured Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Chargor and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) for it, any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
- 7.2.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
- 7.2.7 convene an extraordinary general meeting of the Chargor;
- 7.2.8 acquire any property on behalf of the Chargor;
- 7.2.9 do all such other acts and things as he may consider necessary or desirable for protecting or realising the Secured Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under

or by virtue of or pursuant to this Instrument and exercise in relation to the Secured Assets, or any part thereof, all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same and use the name of the Chargor for all and any of the purposes aforesaid;

subject always to the rights of the Security Agent as holder of this Security.

- 7.3 To the extent that any of the Secured Assets constitutes "financial collateral" and this Instrument and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "Regulations") the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the relevant accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of any shares, stocks, debentures, bonds or other securities or investments, the market price of such shares, stocks, debentures, bonds or other securities or investments determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Instrument shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

## 8 RELEASE OF SECURITY

- 8.1 This Instrument and any security interest constituted pursuant hereto shall terminate when the Secured Obligations have been irrevocably and unconditionally paid in full, no Secured Obligations remain outstanding and none of the Secured Parties shall have any obligation (whether actual or contingent) to make available any further advance or financial accommodation under any Finance Document or Uncommitted Facility Document.
- 8.2 In connection with any termination or release pursuant to Clause 8.1, the Security Agent shall execute and deliver to the Chargor, at the Chargor's expense, all documents that the Chargor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this clause 8.2 shall be without recourse to or warranty by the Security Agent.
- 8.3 Upon any sale, lease, transfer or other disposition by the Chargor of any Receivables or Inventory in a transaction permitted by the Finance Documents or the Uncommitted Facility Documents, the Security Agent shall, at the Chargor's expense, execute and deliver to the Chargor such documents as the Chargor shall reasonably request to evidence the release of such Receivables or Inventory from the assignment and security interest granted hereby.

## **9 OFFICE OF RECEIVER**

- 9.1 Any Receiver appointed under Clause 7 (Enforcement) shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act 1986) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for his remuneration and his costs, charges and expenses and the Security Agent shall not incur any liability for those (either to the Chargor or any other person) by reason of the Security Agent making his appointment as such Receiver or for any other reason whatsoever.
- 9.2 Any Receiver appointed under Clause 7 (Enforcement) shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Security Agent (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Obligations and accordingly be secured on the Secured Assets under the floating charge constituted by this Instrument.

## **10 APPLICATION OF ENFORCEMENT PROCEEDS**

- 10.1 All monies received by the Security Agent or any Receiver under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or pari passu with the claims of the Security Agent under this Instrument, in such order or preference as is provided in clause 33 of the Facility Agreement.
- 10.2 Nothing contained in this Instrument shall limit the right of the Receiver or the Security Agent (and the Chargor acknowledges that the Receiver and the Security Agent are so entitled) if and for so long as the Receiver or the Security Agent, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

## **11 PROTECTION OF SECURITY**

- 11.1 The security created by and any security interest constituted pursuant to this Instrument shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Obligations and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Obligations.

- 11.2 The security created by and any security interest constituted pursuant to this Instrument shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Security Agent may now or at any time hereafter hold for all or any part of the Secured Obligations.
- 11.3 No failure on the part of the Security Agent to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Instrument or any other document relating to or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Instrument and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 11.4 Each of the provisions in this Instrument shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Instrument shall not in any way be affected or impaired by that occurrence.
- 11.5 If the Security Agent or any other Finance Party receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Secured Assets and/or the proceeds of sale(s) thereof, the Security Agent and each other Finance Party may open a new account or accounts in the name of the Chargor. If the Security Agent or such other Finance Party does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives or was deemed to have received notice and as and from that time all payments made by the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or to another Finance Party shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Instrument is security.
- 11.6 Neither the security created by, nor any security interest constituted pursuant to, this Instrument nor the rights, powers, discretions and remedies conferred upon the Security Agent by this Instrument or by law shall be discharged, impaired or otherwise affected by reason of:
- 11.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Security Agent being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Agent from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
- 11.6.2 the Security Agent compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or

- 11.6.3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Chargor from the Secured Obligations; or
  - 11.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.
- 11.7 The Security Agent shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Instrument or by law, to:
- 11.7.1 take any action or obtain judgement or decree in any court against the Chargor; or
  - 11.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or
  - 11.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Agent, in respect of any of the Chargor's obligations under the Facility Agreement.

## 12 FURTHER ASSURANCE

The Chargor shall execute and do all such assurances, acts and things as the Security Agent may require for perfecting or protecting the security created by or pursuant to this Instrument over the Secured Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Security Agent or on any Receiver by this Instrument and shall in particular (but without limitation) promptly after being requested to do so by the Security Agent or any Receiver, execute all assignations and transfers (in favour of the Security Agent or any Receiver or to such nominee as either shall direct) of the Secured Assets which come into existence after the date of this Instrument and give all notices orders and directions which the Security Agent or any Receiver may think expedient for the purposes specified in this Clause 12.

## 13 MANDATE AND ATTORNEY

- 13.1 The Chargor hereby irrevocably appoints the Security Agent and any Receiver to be its mandatary and attorney for it and on its behalf and in its name or otherwise and as such to create or constitute any deed, or to make any alteration or addition or deletion in or to, any documents which the Security Agent or the Receiver may require for perfecting or protecting the title of the Security Agent or the Receiver to the Secured Assets or for vesting any of the Secured Assets in the Security Agent or the Receiver or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignation, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Security Agent or the Receiver on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Security Agent or the Receiver of all or any of the Secured Assets.

- 13.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatory or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 13.

#### 14. EXPENSES AND INDEMNITY

- 14.1 The Chargor shall promptly on demand pay Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of:
- 14.1.1 this Instrument and any other documents referred to in this Instrument; and
  - 14.1.2 the completion of the transactions and perfection of this Security contemplated in this Instrument.
- 14.2 If the Chargor requests an amendment, waiver or consent, the Chargor shall, within three Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including but not limited to legal fees) reasonably incurred by the Security Agent, or by any Receiver or Delegate, in responding to, evaluating, negotiating or complying with that request or requirement.
- 14.3 The Chargor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees) incurred by the Security Agent in connection with the enforcement of, or the preservation of any rights under, this Instrument and any proceedings instituted by or against the Security Agent as a consequence of taking or holding this Instrument or enforcing these rights.
- 14.4 The Chargor shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of the circumstances provided in clause 16.4 of the Facility Agreement.

#### 15. ASSIGNATION

- 15.1 The Security Agent may assign and transfer all of its rights and obligations under this Instrument to a replacement Security Agent appointed in accordance with the terms of the Facility Agreement. Upon such assignation and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Finance Parties for the purposes of this Instrument in place of the previous Security Agent.
- 15.2 The Chargor agrees to the application of the transfer provisions as per clause 24.5(c)(ii) (Procedure for Transfer) of the Facility Agreement as though that clause were set out full in this Instrument.

## **16 NOTICES**

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 34 (Notices) of the Facility Agreement shall apply mutatis mutandis to this Instrument as though that clause were set out in full in this Instrument.

## **17 GOVERNING LAW AND JURISDICTION**

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction.

## 18 CONSENT TO REGISTRATION

A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any writ of execution thereon be granted except on consignation. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 11 pages are executed as follows and DELIVERED on 20 September 2016:

### THE CHARGOR

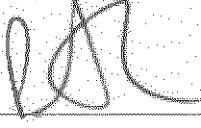
SUBSCRIBED for and on behalf of  
the said HUNTING ENERGY  
SERVICES LIMITED

at 5 Hanover Square, London, W1S 1HQ

on 20<sup>th</sup> September 2016

By Peter Ross

Print Full Name:

  
Director

before this witness:

CHRISTOPHER PAUL BERRIS

Print Full Name:

  
Witness

Address:

40 Hunting Rd  
5 HANOVER SQUARE  
LONDON W1S 1HQ