In accordance with Sections 859A and 859J of the Companies

## MR01

**%IRIS** Laserform

Particulars of a charge

	A fee is payable with this form.  Please see 'How to pay' on the last page.  You can use the WebFiling service to file this form online.  Please go to www.companieshouse.gov.uk	-	
1	What this form is for You may use this form to register a charge created or evidenced by an instrument.  What this form is NOT for You may not use this form to register a charge where there is no instrument. Use form MR08.  For further information, please refer to our guidance at: www.companieshouse.gov.uk	-	
رس ا	This form must be delivered to the Registrar for registration wit 21 days beginning with the day after the date of creation of the chardelivered outside of the 21 days it will be rejected unless it is accommodured extending the time for delivery.  You must enclose a certified copy of the instrument with this form. 1  You must enclose a certified copy of the instrument with this form. 1		
	scanned and placed on the public record.  COMPANIES HOUSE	_	
<u>[</u>	Company details 3	-	
Company number	S C 1 6 1 1 9 6 Filling in this form Please complete in typescript or in		
Company name in full	OSCA ENVIRONMENTAL SERVICES LIMITED bold black capitals.  All fields are mandatory unless		
2	Charge creation date , specified or indicated by *	-	
Charge creation date	d d 2 m m m m 6 y 2 y 0 y 1 v 4 v 3 v 4 v 3 v 4 v 3 v 4 v 3 v 4 v 3 v 4 v 3 v 4 v 3 v 4 v 3 v 4 v 4	-	
3	Names of persons, security agents or trustees entitled to the charge	-	
<del></del>	Please show the names of each of the persons, security agents or trustees entitled to the charge.	-	
Name	BARCLAYS 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.		
	trustees entitled to the charge.		

## **MR01** Particulars of a charge Description Continuation page Please give a short description of any land (including buildings), ship, aircraft or Please use a continuation page if intellectual property registered (or required to be registered) in the UK which is you need to enter more details. subject to this fixed charge or fixed security. Description Fixed charge or fixed security Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. Yes [√] No Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. [✓] Yes Continue No Go to Section 7 8 6 5 6 Is the floating charge expressed to cover all the property and undertaking of الله ميده الرائح - يوران الدارات الأحسان the company? 35 \* \* [✓] Yes **Negative Pledge** Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

[✓] Yes

■ No

MR01 Particulars of a charge

8	Trustee statement ●		
;	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 for and on behalf of Burness Paull LLP		
	This form must be signed by a person with an interest in the charge.		

MR01 Particulars of a charge

<u> </u>		
Presenter information	Important information	
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details	Please note that all information on this form will appear on the public record.	
here but, if none are given, we will send the certificate to the company's Registered Office address.	<b>£</b> How to pay	
Contact name RALPH MCINTOSH	A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Company name BURNESS PAULL LLP		
	Make cheques or postal orders payable to	
Address UNION PLAZA	'Companies House'.	
1 UNION WYND	Where to send	
Post town ABERDEEN	You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
County/Region	For companies registered in England and Wales:	
Postcode   A   B   1   0   1   D   Q	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.	
Country	DX 33050 Cardiff.	
DX AB35 ABERDEEN	For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,	
Telephone 01224 618544		
✓ Certificate	139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  DX ED235 Edinburgh 1	
We will send your certificate to the presenter's address if given above or to the company's Registered Office if	or LP - 4 Edinburgh 2 (Legal Post).	
you have left the presenter's information blank.	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.	
✓ Checklist		
We may return forms completed incorrectly or	DX 481 N.R. Belfast 1.	
with information missing.	7 Further information	
Please make sure you have remembered the following:	For further information, please see the guidance notes	
The company name and number match the information held on the public Register.	on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
You have included a certified copy of the instrument with this form.	This form is available in an	
You have entered the date on which the charge	alternative format. Please visit the	
was created.  You have shown the names of persons entitled to	forms page on the website at	
the charge.	www.companieshouse.gov.uk	
You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.	The state of the s	
You have given a description in Section 4, if the 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.		



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 161196

Charge code: SC16 1196 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th June 2014 and created by OSCA ENVIRONMENTAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2014.

Given at Companies House, Edinburgh on 23rd June 2014





## **EXECUTION VERSION**

**FLOATING CHARGE** 

by ·

OSCA ENVIRONMENTAL SERVICES LIMITED

in favour of

BARCLAYS BANK PLC as Security Agent

No. Th.

Certified a true copy, Edinburgh 16 6 114

for and on behalf of Burness Paull LLP

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#### **FLOATING CHARGE by**

(1) OSCA ENVIRONMENTAL SERVICES LIMITED incorporated in Scotland (Registered Number SC161196) whose registered office is at 13 Queen's Road, Aberdeen AB15 4YL (the "Company");

in favour of

(2) BARCLAYS BANK PLC incorporated in England (Registered Number 01026167) whose registered office is at I Churchill Place, London E14 5HP as Security Agent for the Secured Parties under and as defined in the Facilities Agreement, and its successor(s) as such Security Agent (the "Security Agent").

## 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Security unless the context requires otherwise:

"Act" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or, where the context so requires, any of those enactments;

"Facilities Agreement" means the agreement so called dated on or around the date of this Security entered into between, among others, the Company and the Security Agent, as amended, supplemented, novated, extended or restated from time to time;

"Default Rate" means the rate specified in clause 10.3 (Default Interest) of the Facilities Agreement;

"Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets under this Security (whether by the Company or the Court) and includes joint receivers;

"Secured Assets" means the whole of the property (including uncalled capital) which is or may from time to time, while this Security is in force, be comprised in the property and undertaking of the Company;

"Secured Obligations" means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by any Obligor to the Finance Parties under the Facilities Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Company under this Security; and

"Security" means these presents (and, as the context may require or imply, the floating charge hereby created) as amended, supplemented, novated, extended or restated from time to time.

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1.2 Facilities Agreement definitions

In this Security, unless the context requires otherwise terms defined in clause 1.1 (Definitions) of the Facilities Agreement shall have the same meaning in this Security.

1.3 Interpretation

The provisions of clause 1.2 (Construction) of the Facilities Agreement shall apply mutatis mutandis to this Security as if set out in full herein.

1.4 Headings

The table of contents and the headings in this Security are included for convenience only and shall be ignored in construing this Security.

1.5 Conflict

To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of this Security and the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail and in such circumstances compliance with the terms of the Facilities Agreement shall be deemed to be compliance in full with the conflicting and/or contradictory and/or inconsistent terms of this Security.

#### 2 FLOATING CHARGE

2.1 Payment

The Company undertakes to the Security Agent that it will pay and discharge the Secured Obligations in accordance with the terms of the Facilities Agreement and the other Finance Documents.

2.2 Floating Charge

In security for the payment and discharge of the Secured Obligations, the Company hereby GRANTS a FLOATING CHARGE over the Secured Assets in favour of the Security Agent.

- 2.3 Negative pledge and ranking
  - 2.3.1 The Company shall not create any, fixed security or other floating charge over any part of the Secured Assets after its execution of this Security except any fixed security in favour of the Security Agent or as otherwise permitted by the Facilities Agreement; and
  - 2.3.2 this Security shall rank in priority to any fixed security or other floating charge created by the Company after its execution of this Security except any fixed security in favour of the Security Agent.

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#### 3 PROTECTION OF SECURITY

### 3.1 Continuing security

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force and may not be revoked until the Secured Obligations have been fully and unconditionally paid and discharged.

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#### 3.2 No prejudice

This Security shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Finance Parties may now or at any time hereafter hold for all or any part of the Secured Obligations.

#### 3.3 No waiver

Failure or delay on the part of the Security Agent in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

## 3.4 Severability

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

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#### 3.5 Non impairment

The Company agrees that none of its obligations or the Security Agent's rights, powers and discretions under this Security shall be reduced, discharged or otherwise adversely affected by:

- 3.5.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Security Agent may have now or in the future from or against the Company or any other person in respect of any of the Secured Obligations; or
- 3.5.2 any failure, act or omission by the Security Agent or any other person in taking up, perfecting or enforcing any security or guarantee from or ugainst the Company or any other person in respect of the Secured Obligations; or

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- 3.5.3 any increase in or waiver or discharge of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Facilities Agreement or any other Finance Documents (in each case, however fundamental and of whatever nature); or
- 3.5.4 any grant of time, indulgence, waiver or concession to the Company or any other person; or
- 3.5.5 any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Company or any other person; or
- 3.5.6 any invalidity, illegality, unenforceability, irregularity or frustration of the Secured Obligations; or
- 3.5.7 anything done or omitted to be done by the Security Agent or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Company under this Security.

#### 3.6 Further assurance

The Company shall promptly after being requested to do so by the Security Agent do all such acts and things and execute and deliver all such documents as the Security Agent may require for perfecting or protecting this Security or its priority or for creating such fixed security or charge over any of the Secured Assets as the Security Agent may request or for facilitating the realisation or application of the Secured Assets and the exercise of the rights, powers and discretions conferred on the Security Agent or the Receiver under this Security.

#### 3.7 New accounts

At any time after the Security Agent has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security, charge or encumbrance over or affecting any part of the Secured Assets or the proceeds of realisation, the any Finance Party may open a new account or accounts with the Company. If the relevant 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 received or was deemed to have received such notice and as from that time all payments made to the relevant 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 covered by this Security.

#### POWER OF ATTORNEY

## 4.1 Appointment

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The Company hereby irrevocably appoints the Security Agent, whether or not a Receiver has been appointed, and separately also the Receiver, as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

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- 4.1.1 to do anything which the Company is obliged to do under this Security including, without limitation, to create any fixed security or charge over any of the Secured Assets; and
- 4.1.2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Agent or the Receiver in relation to the Secured Assets under this Security.

#### 4.2 Ratification

The Company hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Company under this Clause.

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#### 4.3 Exercise of power

The appointment effected under Clause 4.1 shall take effect immediately (in the case of the Receiver, upon his/her appointment), but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing (which upon the appointment of the Receiver shall be deemed to be the case) or if the Company does not fulfil any of its obligations under Clause 3.6 (Further assurance) within 3 Business Days of notice from the Security Agent or the Receiver to do so.

## 5 ENFORCEMENT

#### 5.1 Enforceable

This Security shall be enforceable immediately upon, or at any time after:

- 5.1.1 the occurrence of an Event of Default which is continuing; or
- 5.1.2 the Chargor requesting the Security Agent to appoint a Receiver or administrator.

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#### 5.2 Appointment of Receiver or administrator

5.2.1 At any time after this Security has become enforceable the Security Agent shall be entitled:

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- (a) to appoint one or more persons as a Receiver or Receivers in respect of the Secured Assets, or apply to the Court for such appointment;
- (b) to appoint one or more persons as an administrator or administrators of the Company;
- (c) to make an administration application in respect of the Company; or
- (d) to give notice of intention to appoint an administrator or administrators in respect of the Company.
- 5.2.2 The appointment of a Receiver or Receivers or an administrator or administrators, or the giving of notice of intention to appoint an administrator or administrators shall be effected by the Security Agent by written instrument or notice in accordance with and in such form as may be prescribed under the Act. If any such person so appointed as Receiver or administrator is removed from office by the Court or otherwise ceases to act, the Security Agent shall be entitled (subject to the provisions of the Act) to appoint a replacement in the same manner.

#### 5.3 Powers of Receiver

A Receiver appointed under this Security, shall have the following powers in addition to those specified in Schedule 2 of the Act:

- 5.3.1 to promote or procure the incorporation of any new company (whether or not a subsidiary of the Company), to transfer any part of the Secured Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire shares, debentures, loan stock or loan capital in such company in name of the Company, or the Receiver, or its or his/her nominee or trustee;
- 5.3.2 subject to the articles of association, to convene extraordinary general meetings of the Company;
- 5.3.3 generally, without prejudice to the other provisions of this Clause to exercise all the rights, powers and discretions in respect of the Secured Assets it would be entitled to exercise if it were the absolute owner thereof and to do all acts and things the Receiver may consider necessary or expedient for the realisation of the Secured Assets and the application of the proceeds in or towards satisfaction of or their retention as continuing security for the Secured Obligations; and
- 5.3.4 in respect of any of the Secured Assets situated in England and Wales (or any other jurisdiction) to exercise in addition to the foregoing powers, all the powers conferred by the Act or any other enactment or rule of law on receivers or receivers and managers (or analogous officers) in that jurisdiction.

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## 5.4 Agent of Company

The Receiver shall be the agent of the Company for all purposes of and in all respects arising under this Security and, except as otherwise provided by the Act, the Company alone shall be responsible for his/her acts, omissions, neglects and defaults and for all liabilities and obligations incurred by him/her, and his/her remuneration costs, charges and expenses.

## 5.5 Application of proceeds

All monies realised by the Receiver or otherwise arising from the enforcement of this security shall, subject always to Clause 5.6 (Monies on suspense account) and Clause 6 (Discharge), the claims of creditors ranking in priority to or pari passu with the claims of the Security Agent under this Security, and the terms of Section 60 of the Act, be applied by the Receiver in or towards the settlement of the Secured Obligations in such order as the Receiver shall in his/her absolute discretion decide and any surplus shall be paid to the Company or any other person entitled thereto.

#### 5.6 Monies on suspense account

Nothing in this Security shall limit the right of the Receiver and/or the Security Agent (and the Company acknowledges that the Receiver and/or the Security Agent are so entitled) if and for so long as the Receiver and/or the Security Agent in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be an account or accounts with the Security Agent), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations provided that if the aggregate of such monies so placed to the credit of such suspense account or accounts shall equal or exceed the Secured Obligations, the Receiver and/or the Security Agent shall, subject always to Clause 6 (Discharge), forthwith apply the same towards settlement of the Secured Obligations.

#### 5.7 Balance

The rights powers and discretions conferred on the Receiver under this Clause are subject only to his/her obligation to account to the Company or any other person entitled thereto for any balance of the Secured Assets or their proceeds remaining in his/her hands after the Secured Obligations have been fully and unconditionally paid and discharged.

#### 5.8 Third parties

5.8.1 No purchaser from or other person dealing with the Receiver in relation to the Secured Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by him/her hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.

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5.8.2 The receipt or discharge of the Receiver shall be an absolute discharge to any purchaser or other person dealing with the Receiver in relation to the Secured Assets and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Receiver or at its direction.

#### 6 DISCHARGE

#### 6.1 Discharge

When the Secured Obligations have been fully and unconditionally paid or discharged the Security Agent shall at the Company's request, and at its expense, discharge this Security. Any payment or realisation in respect of the Secured Obligations which in the reasonable opinion of the Security Agent is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground.

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### 6.2 Retention of Security

If any payment or realisation in respect of the Secured Obligations is, in the Security Agent's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Security Agent shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.

#### 6.3 Avoidance of payments

The Security Agent's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation, which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Agent on the faith of any such payment or realisation.

## 7 LIABILITY OF RECEIVER AND SECURITY AGENT

The Receiver and the Security Agent shall not in any circumstances be liable to the Company or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Secured Assets or from any act, default or omission of the Receiver or the Security Agent, or his/her or its officers, employees or agents in relation to the Secured Assets or otherwise in connection with this Security, except to the extent caused by the wilful neglect or default of the Receiver or the Security Agent or his/her or its officers, employees or agents.

#### 8 **MISCELLANEOUS**

#### 8.1 Non compliance by Company

If the Company fails to make any payment or fulfil any obligation due by it under or pursuant to this Security, the Receiver or the Security Agent, as the case may be, shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Company on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

#### 8.2 Currency conversion

Irrespective of the currency (whether Sterling or otherwise) in which the Secured Obligations or the Secured Assets from time to time are expressed, the Security Agent shall be entitled at any time and without prior notification to the Company to convert any amount into such other currency (whether Sterling or otherwise) as the Security Agent may from time to time consider appropriate: any such conversion shall be effected at the spot market rate of the Security Agent or such of the Finance Parties as it may select prevailing at the time of such conversion.

#### 8.3 Assignation

- The Security Agent may at any time (without notice or consent) assign the benefit of this Security or any of its rights or obligations hereunder in accordance with the Facilities Agreement.
- The Company may not assign, transfer or otherwise deal with the benefit or burden 8.3.2 of this Security or any of its rights or obligations hereunder.

#### Certificate 8.4

A certificate signed by any authorised signatory on behalf of the Security Agent shall, save in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Security.

#### 8.5 Entire agreement

This Security constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Security.

#### Non-reliance 8.6

Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security.

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#### 8.7 Amendments

No amendment or variation of this Security shall be effective unless it is in writing and signed by or on behalf of each of the parties.

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#### 9 NOTICES

#### 9.1 Notices and deemed receipt

Any demand or notice to be given under this Security shall be in writing signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or by facsimile to the address and for the attention of the relevant party set out in Clause 9.2 (Addresses for notices) (or as otherwise notified by that party thereunder). Any such notice shall be deemed to have been received:

- 9.1.1 if delivered personally, at the time of delivery;
- 9.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and  $\frac{1}{2} \exp i \lambda$
- 9.1.3 in the case of facsimile, at the time of transmission, where in order to prove transmission it shall be sufficient to produce confirmation of uninterrupted transmission by a transmission report,

provided that if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

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#### 9.2 Addresses for notices

The addresses and facsimile numbers of the parties for the purposes of this Clause 9 are:

The Security Agent

#### The Security Agent

Address:

Barclays Corporate, Union Plaza, Union Wynd, Aberdeen, AB10

For the attention of:

Angela Yule

Fax number:

+44 (0) 1224 816229

### The Company

Address:

c/o OEG Offshore, Cothal House, Cothal View, Pitmedden Road

Ind. Estate, Dyce, Aberdeen, AB21 0BA

For the attention of:

John Heiton

Fax number:

+44 (0) 1224 215 501

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

#### No electronic service 9.3

For the avoidance of doubt no demand or notice given under this Security shall be validly given if sent by e-mail.

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#### 10 GOVERNING LAW

This Security shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

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IN WITNESS WHEREOF these presents consisting of this and the 11 preceding pages are executed as follows:

SUBSCRIBED for and on behalf of OSCA ENVIRONMENTAL SERVICES LIMITED

al ABERDEEN	7	
on the 12	day	
of June	2014	
by		•
-77	567	Director
THOMAS DOUG	FLAS BOYLE	Full Name
funt		Director/Secretary/Witness
CAMILLA BO	RNA ENSEM.	Full Name
Burness   Union Pla	Pauli LLP	Witness Address
1 Union V Aberdeer		in the second second
AB10 1D0		$(1+k)^{\frac{1}{2}}$