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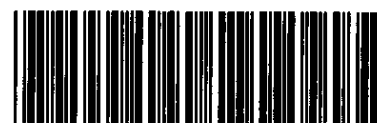
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legibly, preferably in
black type, or bold
block lettering

* Insert full name of
company

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466



S8JIGHEH

SCT

03/12/2019

#324

COMPANIES HOUSE

TUESDAY

Pursuant to section 410 and 466 of the Companies Act 1985

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

For official use

Company Number

113

SC358773

Name of company

* Paradigm Drilling Services Limited

Date of creation of the charge (note 1)

27 January 2015

Description of the instrument creating or evidencing the charge or of any ancillary document which
has been altered (note 1)

Bond and Floating Charge (the "Floating Charge")

Names of the persons entitled to the charge

SAEV Guernsey Holdings Limited (formerly known as Saudi Aramco Energy
Ventures)

Short particulars of all the property charged

The whole of the property, assets and undertakings (including uncalled
capital) which is or may be from time to time while the Floating Charge
is in force comprised in the property, assets and undertaking of the
Chargor.Presenter's name, address
and reference (if any):Stronachs LLP
28 Albyn Place
Aberdeen
AB10 1YL

CCA/WM/PAR.67.16

For official use (02/06)

Charges Section

Post room

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

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this margin*

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legibly, preferably in
black type, or bold
block lettering*

Please see paper apart 01

Date(s) of execution of the instrument of alteration

12 November 2019

9 NOVEMBER 2019

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

Please see paper apart 02.

Please see paper apart 03 for definitions.

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

2. Ranking and priority

2.1 Liabilities

The Liabilities shall rank in right and priority of payment in the following order:

FIRST the Revolving Credit Facility Debt;

SECOND the Buckthorn Debt, the SAEV Debt, the Existing Convertible Note Debt and the New Convertible Note Debt, pro rata pari passu with no preference between them; and

THIRD the Paradigm Debt.

2.2 Securities

The Securities shall rank (and secure the relevant Liabilities) in the following order of priority:

FIRST the Paradigm Securities, in so far as they secure the Approved Customer Debts that are financed with the Revolving Credit Facility only (and not for the avoidance of doubt, any other assets of the Company) up to a maximum amount of the Revolving Credit Facility Debt;

SECOND the Investors Securities and the Paradigm Securities on a pro rata pari passu basis but, in the case of the Paradigm Securities, only in so far as they relate to sums due in respect of (i) the Existing Convertible Notes (up to a maximum aggregate amount of the Existing Convertible Note Debt); and (ii) the New Convertible Notes (up to a maximum aggregate amount of the New Convertible Note Debt); and

THIRD the Paradigm Securities in relation to any remaining sums due in respect of the Paradigm Debt,

notwithstanding the dates on which the Securities are (or were) created or registered or the terms of the Securities or the terms of any instruments of alteration dated prior to the Intercreditor Agreement affecting any of the Securities.

2.3 The priorities referred to in this clause 2 (ranking and priority) shall not be affected by any reduction or increase in the principal amount secured by any Security or by any intermediate reduction or increase in, or by any variation or satisfaction of, any of the Liabilities or by any amendment or variation to any of the agreements, instruments or other documents relating to the Liabilities and/or the Securities or any other circumstances.

2.4 the ranking provisions set out in clause 2.1 (Liabilities) shall be valid and effective irrespective of the date or dates on which sums have been or shall be advanced by Paradigm and any Investor to the Company.

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

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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N/A

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed 
For and on behalf of Stronachs LLP

Date 27 November 2019

† delete as appropriate

On behalf of [company] ~~[charges]~~

Notes

- 1 A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
- 2 In accordance with section 400(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
- 3 A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
- 4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to Companies House.
- 6 The address of the Registrar of Companies is: Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB DX 235 Edinburgh or LP - 4 Edinburgh 2

Paradigm Drilling Services Limited
SC358773

Paper apart 01

SAEV Guernsey Holdings Limited, a limited liability company incorporated under the laws of Guernsey, with company number 58038 whose principle office is at PO Box 255, Trafalgar Court, Les Banques, St. Peter Port, Guernsey, GY1 3QL (**SAEV**);

BP INV1 LP, a limited partnership registered in Jersey and having its principal place of business at 26 New Street, St Helier, Jersey, JE2 3RA (**Buckthorn** and, together with **SAEV**, the **Investors** and **Investor** means either of them);

Paradigm Group BV, a company registered in The Netherlands with number 30077474 whose registered office is at Ambachtsweg 7, 2964 LG Groot-Ammers, The Netherlands (**Paradigm**); and

Paradigm Drilling Services Limited, a company registered in Scotland with number SC358773 whose registered office is at 5 Carden Place, Aberdeen, AB10 1UT (the **Company**).



Paradigm Drilling Services Limited
SC358773

Paper apart 02

Prior to the Senior Discharge Date and notwithstanding any provision of the Loan Note Instruments or the Securities, the Company shall not:

- 3.1 pay, prepay or repay, or pay any interest in respect of, any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Payments, in any such case in cash or in kind;
- 3.2 purchase or acquire (or allow any of its Affiliates to purchase or acquire) any of the Paradigm Debt;
- 3.3 discharge any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Payments, by set-off or any right of combination of accounts or otherwise;
- 3.4 create or permit to subsist any Security Interest over any of its assets as security for, or give any guarantee, indemnity or other assurance against loss in respect of, any of the Paradigm Debt save for the Paradigm Floating Charge and for any Security Interest created pursuant to the terms of the Revolving Credit Facility Letter, the 2018 Facility Agreement or the 2019 Facility Agreement or itself receive the benefit of any Security Interest, guarantee, indemnity or other assurance against loss in respect of any of the Paradigm Debt;
- 3.5 take or fail to take any action whereby the ranking, subordination or other obligations contemplated by the Intercreditor Agreement may be impaired; or
- 3.6 amend or vary any of the terms of any of:
 - 3.6.1 the Loan Note Instruments;
 - 3.6.2 the Notes issued pursuant to the Loan Note Instruments;
 - 3.6.3 the Paradigm Securities;
 - 3.6.4 the Revolving Credit Facility Letter;
 - 3.6.5 the 2018 Facility Agreement; or
 - 3.6.6 the 2019 Facility Agreement.

Until the Senior Discharge Date, except as the Investors shall have previously consented in writing, Paradigm will not:

- 4.1 demand or receive from the Company payment, prepayment or repayment in respect of (or on account of), any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Payments, in any such case in cash or in kind;
- 4.2 permit the Company (or any of the Company's Affiliates) to purchase or acquire any of the Paradigm Debt;
- 4.3 discharge any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Payments, by set-off or any right of combination of accounts or otherwise;
- 4.4 save for any Security Interest, guarantee, indemnity or other assurance created pursuant to the terms of the Revolving Credit Facility Letter, the 2018 Facility Agreement or the 2019 Facility Agreement permit to subsist or receive the benefit of any Security Interest, guarantee, indemnity or other assurance against loss from the Company for, or in respect of, any of the Paradigm Debt save for the Paradigm Floating Charge; or
- 4.5 amend, vary, waive or release any term of any of:
 - 4.5.1 the Loan Note Instruments;
 - 4.5.2 the Notes issue pursuant to the Loan Note Instruments;
 - 4.5.3 the Paradigm Securities;
 - 4.5.4 the Revolving Credit Facility Letter;
 - 4.5.5 the 2018 Facility Agreement; or
 - 4.5.6 the 2019 Facility Agreement.
- 4.6 take any acceleration, enforcement or similar action in respect of, or exercise any remedy for the recovery of, any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Enforcement Action (for the avoidance of doubt, whether by enforcement of any of the Paradigm Securities or otherwise);
- 4.7 initiate or support or take any steps with a view to:
 - 4.7.1 any insolvency, liquidation, reorganisation, administration or dissolution proceedings;
 - 4.7.2 any voluntary arrangement or assignment for the benefit of creditors; or
 - 4.7.3 any similar proceedings,involving the Company, whether by petition, convening a meeting, voting for a resolution or otherwise;

- 4.8 bring or support any legal proceedings against the Company;
- 4.9 assign, transfer, or otherwise dispose of any of the Paradigm Debt; or
- 4.10 take or fail to take any action whereby the ranking, subordination or other obligations contemplated by the Intercreditor Agreement may be impaired.

Paradigm Drilling Services Limited
SC358773

Paper apart 03

The Company has granted in favour of Paradigm a floating charge dated 15 June 2011 and registered on 22 June 2011 over the whole of the property (including uncalled capital) which is or may from time to time be comprised in the Company's property and undertaking (the **Paradigm Floating Charge**).

The Company has granted in favour of SAEV a bond and floating charge dated 27 January 2015 and registered on 9 February 2015 over the whole of the property (including uncalled capital) which is or may from time to time be comprised in the Company's property and undertaking (the **SAEV Floating Charge**).

The Company has granted in favour of Buckthorn a bond and floating charge dated 27 January 2015 and registered on 28 January 2015 over the whole of the property (including uncalled capital) which is or may from time to time be comprised in the Company's property and undertaking (the **Buckthorn Floating Charge** and, together with the SAEV Floating Charge, the **Investor's Floating Charges**).

In the Intercreditor Agreement, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

2018 Facility Agreement means the facility agreement entered into among Paradigm, the Company, SAEV and Buckthorn dated on 6 March 2018.

2019 Facility Agreement means the facility agreement entered into among Paradigm, the Company, SAEV and Buckthorn dated on or about the date of the Intercreditor Agreement.

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 Customer Debts has the meaning given in the Revolving Credit Facility Letter.

Buckthorn Debt means all Liabilities owed to Buckthorn by the Company pursuant to, or in connection with, any and all Notes issued to and held by Buckthorn and the Investors Securities.

Business Day means a day (other than a Friday, Saturday or Sunday) on which banks are open for general business in London, Riyadh, St. Peter Port and Amsterdam.

Conversion Date has the meaning given to it in the Loan Note Instruments.

Creditors means the Investors and Paradigm and **Creditor** means any of them.

Delegate means any delegate, agent or attorney appointed by any Investor.

Delivery Date means the date of delivery of the Intercreditor Agreement being 2019.

Existing Convertible Notes means the convertible C preference loan notes of up to, in aggregate, £1,500,000 issued to Paradigm by the Company pursuant to the 2018 Facility Agreement and on the terms of the relevant Loan Note Instrument.

Existing Convertible Note Debt means all Liabilities owed to Paradigm by the Company pursuant to, or in connection with, the Existing Convertible Notes.

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

Intercreditor Agreement means the Intercreditor agreement dated 12 November 2019 between SAEV, Buckthorn, Paradigm and the Company.

Investors Debt means (i) the Buckthorn Debt, and (ii) the SAEV Debt.

Investors Securities means (i) the Buckthorn Floating Charge, (ii) the SAEV Floating Charge, and (iii) any other Security Interest at any time or from time to time granted by the Company in favour of any Investor in connection with, or in respect of, any Liabilities owed to that Investor by the Company.

Liabilities means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of the Company to any Creditor (and whether originally owing to that Creditor or purchased or acquired by that Creditor) together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (i) any refinancing, novation, deferral or extension;
- (ii) any claim for breach of representation, warranty or undertaking or on an event of default (however described) or under any indemnity given under or in connection with any document or agreement evidencing or constituting any liability or obligation falling within this definition;
- (iii) any claim for damages or restitution; and
- (iv) any claim as a result of any recovery by the Company of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

Loan Note Instruments means:

- (i) the convertible A preference loan note instrument by the Company dated 27 January 2015; and

- (ii) the convertible C preference loan note instrument by the Company dated 27 January 2015 (as varied by a variation agreement executed by the Company on or around the date hereof),

and **Loan Note Instrument** means any of them.

New Convertible Notes means the convertible C preference loan notes of up to, in aggregate, £1,500,000 issued or to be issued to Paradigm by the Company pursuant to the 2019 Facility Agreement and on the terms of the relevant Loan Note Instrument.

New Convertible Note Debt means all Liabilities owed to Paradigm by the Company pursuant to, or in connection with, the New Convertible Notes.

Notes means the loan notes issued pursuant to the Loan Note Instruments.

Paradigm Debt means all Liabilities owed to Paradigm by the Company pursuant to, or in connection with, any and all Notes issued to and held by Paradigm (other than the Existing Convertible Notes and the New Convertible Notes) and the Paradigm Securities.

Paradigm Securities means the Paradigm Floating Charge and any other Security Interest at any time or from time to time granted by the Company in favour of Paradigm in connection with, or in respect of, any Liabilities owed to Paradigm by the Company.

Parties means the parties to the Intercreditor Agreement and **Party** means any of them.

Permitted Enforcement Action means any acceleration, enforcement or similar action in respect of, or exercise any remedy for the recovery of, any of the Existing Convertible Note Debt or the New Convertible Note Debt at a time when the Investors are taking similar action in respect of the Investors Debt.

Permitted Payments means scheduled payments of principal or interest to Paradigm by the Company in respect of the Existing Convertible Notes or the New Convertible Notes provided that a *pro rata* payment is made to each Investor in respect of their Notes at the same time as such payment is made.

Revolving Credit Facility means the revolving credit facility given under the Revolving Credit Facility Letter and the outstanding amount under it at any time.

Revolving Credit Facility Debt means any amounts owed to Paradigm by the Company pursuant to, or in connection with, the Revolving Credit Facility Letter only up to a maximum aggregate amount of £700,000.

Revolving Credit Facility Letter means the revolving credit facility letter entered into between Paradigm and the Company, dated 2 November 2016.

SAEV Debt means all Liabilities owed to SAEV by the Company pursuant to, or in connection

with, any and all Notes issued to and held by SAEV and the Investors Securities.

Securities means the Investors Securities and the Paradigm Securities and **Security** means either of them.

Security Interest means 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.

Senior Discharge Date means the earlier of (i) the Conversion Date and (ii) the date (as determined by the Investors) on which the Investors Debt shall have been irrevocably and unconditionally discharged in full and all obligations owed by the Company under the Loan Note Instruments and the Investors Securities have lapsed or been cancelled.

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

1.2 In the Intercreditor Agreement:

1.2.1 references to:

1.2.1.1 any Investor shall be deemed to include a reference to any assignee entitled to that Investor's interest in the Investors Floating Charge;

1.2.1.2 Paradigm shall be deemed to include a reference to any assignee entitled to Paradigm's interest in the Paradigm Floating Charge;

1.2.1.3 any statute or statutory provisions shall be deemed to include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the same or that has been amended, extended, consolidated or replaced by the same and to any order, regulation, instrument or other subordinate legislation made under the relevant statute;

1.2.1.4 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;

1.2.1.5 a clause is to a clause of the Intercreditor Agreement;

1.2.2 **including** shall not be construed as limiting the generality of the words preceding it;

1.2.3 any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in the Intercreditor Agreement;

1.2.4 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders; and

1.2.5 clause headings are for ease of reference only and are not to affect the interpretation of the Intercreditor Agreement.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

**COMPANY NO. 358773
CHARGE CODE SC35 8773 0003**

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 12 NOVEMBER 2019 WERE
DELIVERED PURSUANT TO SECTION 466 OF THE COMPANIES
ACT 1985
ON 3 DECEMBER 2019**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 27
JANUARY 2015**

BY PARADIGM DRILLING SERVICES LIMITED

**IN FAVOUR OF
SAUDI ARAMCO ENERGY VENTURES**

GIVEN AT COMPANIES HOUSE, EDINBURGH 3 DECEMBER 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I, Jamie David Hunter, a Solicitor and Notary Public of 28 Albyn Place, Aberdeen, United Kingdom, AB10 1YL hereby certify these Eighteen pages as a true copy of the original document save for material redacted pursuant to section 859G of the Companies Act 2006 this Twenty Seventh day of November Two Thousand and Nineteen.

.....*Jamie Hunter*.....
Jamie David Hunter

- (1) SAEV GUERNSEY HOLDINGS LIMITED
- (2) BP INV1 LP
- (3) PARADIGM GROUP BV
- (4) PARADIGM DRILLING SERVICES LIMITED

INTERCREDITOR AGREEMENT

Stronachs

28 Albyn Place
Aberdeen
AB10 1YL

DAR.CCA.PAR.67.16

INTERCREDITOR AGREEMENT

AMONG:

- (1) **SAEV GUERNSEY HOLDINGS LIMITED**, a limited liability incorporated under the laws of Guernsey, with company number 58038 whose principle office is at PO Box 255, Trafalgar Court, Les Banques, St. Peter Port, Guernsey, GY1 3QL (SAEV);
- (2) **BP INV1 LP**, a limited partnership registered in Jersey and having its principal place of business at 26 New Street, St Helier, Jersey JE2 3RA (Buckthorn and, together with SAEV, the Investors and Investor means either of them);
- (3) **PARADIGM GROUP BV**, a company registered in The Netherlands with number 30077474 whose registered office is at Ambachtsweg 7, 2964 LG Groot-Ammers, The Netherlands (Paradigm); and
- (4) **PARADIGM DRILLING SERVICES LIMITED**, a company registered in Scotland with number SC358773 whose registered office is at 5 Carden Place, Aberdeen AB10 1UT (the Company).

WHEREAS:

- (A) The Company has granted in favour of Paradigm a floating charge dated 15 June 2011 and registered on 22 June 2011 over the whole of the property (including uncalled capital) which is or may from time to time be comprised in the Company's property and undertaking (the **Paradigm Floating Charge**).
- (B) The Company has granted in favour of SAEV a bond and floating charge dated 27 January 2015 and registered on 9 February 2015 over the whole of the property (including uncalled capital) which is or may from time to time be comprised in the Company's property and undertaking (the **SAEV Floating Charge**).
- (C) The Company has granted in favour of Buckthorn a bond and floating charge dated 27 January 2015 and registered on 28 January 2015 over the whole of the property (including uncalled capital) which is or may from time to time be comprised in the Company's property and undertaking (the **Buckthorn Floating Charge** and, together with the SAEV Floating Charge, the **Investors' Floating Charges**).
- (D) Paradigm, the Investors and the Company wish to regulate the ranking of the Paradigm Floating Charge and the Investors' Floating Charges *inter se* and the Company warrants that there are no holders of any other charges that would be adversely affected by this Intercreditor Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Intercreditor Agreement, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

2018 Facility Agreement means the facility agreement entered into among Paradigm, the Company, SAEV and Buckthorn dated on 6 March 2018.

2019 Facility Agreement means the facility agreement entered into among Paradigm, the Company, SAEV and Buckthorn dated on or about the date of this Intercreditor Agreement.

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 Customer Debts has the meaning given in the Revolving Credit Facility Letter.

Buckthorn Debt means all Liabilities owed to Buckthorn by the Company pursuant to, or in connection with, any and all Notes issued to and held by Buckthorn and the Investors Securities.

Business Day means a day (other than a Friday, Saturday or Sunday) on which banks are open for general business in London, Riyadh, St. Peter Port and Amsterdam.

Conversion Date has the meaning given to it in the Loan Note Instruments.

Creditors means the Investors and Paradigm and **Creditor** means any of them.

Delegate means any delegate, agent or attorney appointed by any Investor.

Delivery Date means the date of delivery of this Intercreditor Agreement being 2019.

Existing Convertible Notes means the convertible C preference loan notes of up to, in aggregate, £1,500,000 issued to Paradigm by the Company pursuant to the 2018 Facility Agreement and on the terms of the relevant Loan Note Instrument.

Existing Convertible Note Debt means all Liabilities owed to Paradigm by the Company pursuant to, or in connection with, the Existing Convertible Notes.

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

Investors Debt means (i) the Buckthorn Debt, and (ii) the SAEV Debt.

Investors Securities means (i) the Buckthorn Floating Charge, (ii) the SAEV Floating Charge, and (iii) any other Security Interest at any time or from time to time granted by the Company in favour of any Investor in connection with, or in respect of, any Liabilities owed to that Investor by the Company.

Liabilities means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of the Company to any Creditor (and whether originally owing to that Creditor or purchased or acquired by that Creditor) together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (i) any refinancing, novation, deferral or extension;
- (ii) any claim for breach of representation, warranty or undertaking or on an event of default (however described) or under any indemnity given under or in connection with any document or agreement evidencing or constituting any liability or obligation falling within this definition;
- (iii) any claim for damages or restitution; and
- (iv) any claim as a result of any recovery by the Company of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

Loan Note Instruments means:

- (i) the convertible A preference loan note instrument by the Company dated 27 January 2015; and
- (ii) the convertible C preference loan note instrument by the Company dated 27 January 2015 (as varied by a variation agreement executed by the Company on or around the date hereof),

and **Loan Note Instrument** means any of them.

New Convertible Notes means the convertible C preference loan notes of up to, in aggregate, £1,500,000 issued or to be issued to Paradigm by the Company pursuant to the 2019 Facility Agreement and on the terms of the relevant Loan Note Instrument.

New Convertible Note Debt means all Liabilities owed to Paradigm by the Company pursuant to, or in connection with, the New Convertible Notes.

Notes means the loan notes issued pursuant to the Loan Note Instruments.

Paradigm Debt means all Liabilities owed to Paradigm by the Company pursuant to, or in connection with, any and all Notes issued to and held by Paradigm (other than the Existing Convertible Notes and the New Convertible Notes) and the Paradigm Securities.

Paradigm Securities means the Paradigm Floating Charge and any other Security interest at any time or from time to time granted by the Company in favour of Paradigm in connection with, or in respect of, any Liabilities owed to Paradigm by the Company.

Parties means the parties to this Intercreditor Agreement and **Party** means any of them.

Permitted Enforcement Action means any acceleration, enforcement or similar action in respect of, or exercise any remedy for the recovery of, any of the Existing Convertible Note Debt or the New Convertible Note Debt at a time when the Investors are taking similar action in respect of the Investors Debt.

Permitted Payments means scheduled payments of principal or interest to Paradigm by the Company in respect of the Existing Convertible Notes or the New Convertible Notes provided that a *pro rata* payment is made to each Investor in respect of their Notes at the same time as such payment is made.

Revolving Credit Facility means the revolving credit facility given under the Revolving Credit Facility Letter and the outstanding amount under it at any time.

Revolving Credit Facility Debt means any amounts owed to Paradigm by the Company pursuant to, or in connection with, the Revolving Credit Facility Letter only up to a maximum aggregate amount of £700,000.

Revolving Credit Facility Letter means the revolving credit facility letter entered into between Paradigm and the Company, dated 2 November 2016.

SAEV Debt means all Liabilities owed to SAEV by the Company pursuant to, or in connection with, any and all Notes issued to and held by SAEV and the Investors Securities.

Securities means the Investors Securities and the Paradigm Securities and **Security** means either of them.

Security Interest means 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.

Senior Discharge Date means the earlier of (i) the Conversion Date and (ii) the date (as determined by the Investors) on which the Investors Debt shall have been irrevocably and unconditionally discharged in full and all obligations owed by the Company under the Loan Note Instruments and the Investors Securities have lapsed or been cancelled.

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

1.2 In this Intercreditor Agreement:

1.2.1 references to:

1.2.1.1 any Investor shall be deemed to include a reference to any assignee entitled to that Investor's interest in the Investors Floating Charge;

1.2.1.2 Paradigm shall be deemed to include a reference to any assignee entitled to Paradigm's interest in the Paradigm Floating Charge;

1.2.1.3 any statute or statutory provisions shall be deemed to include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the same or that has been amended, extended, consolidated or replaced by the same and to any order, regulation, instrument or other subordinate legislation made under the relevant statute;

1.2.1.4 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;

1.2.1.5 a clause is to a clause of this Intercreditor Agreement;

1.2.2 including shall not be construed as limiting the generality of the words preceding it;

1.2.3 any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Intercreditor Agreement;

1.2.4 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders; and

1.2.5 clause headings are for ease of reference only and are not to affect the interpretation of this Intercreditor Agreement.

2. Ranking and priority

2.1 Liabilities

The Liabilities shall rank in right and priority of payment in the following order:

- FIRST the Revolving Credit Facility Debt;
- SECOND the Buckthorn Debt, the SAEV Debt, the Existing Convertible Note Debt and the New Convertible Note Debt, *pro rata pari passu* with no preference between them; and
- THIRD the Paradigm Debt.

2.2 **Securities**

The Securities shall rank (and secure the relevant Liabilities) in the following order of priority:

- FIRST the Paradigm Securities, in so far as they secure the Approved Customer Debts that are financed with the Revolving Credit Facility only (and not for the avoidance of doubt, any other assets of the Company) up to a maximum amount of the Revolving Credit Facility Debt;
- SECOND the Investors Securities and the Paradigm Securities on a *pro rata pari passu* basis but, in the case of the Paradigm Securities, only in so far as they relate to sums due in respect of (i) the Existing Convertible Notes (up to a maximum aggregate amount of the Existing Convertible Note Debt); and (ii) the New Convertible Notes (up to a maximum aggregate amount of the New Convertible Note Debt); and
- THIRD the Paradigm Securities in relation to any remaining sums due in respect of the Paradigm Debt,

notwithstanding the dates on which the Securities are (or were) created or registered or the terms of the Securities or the terms of any instruments of alteration dated prior to this Intercreditor Agreement affecting any of the Securities.

- 2.3 The priorities referred to in this clause 2 (*Ranking and priority*) shall not be affected by any reduction or increase in the principal amount secured by any Security or by any intermediate reduction or increase in, or by any variation or satisfaction of, any of the Liabilities or by any amendment or variation to any of the agreements, instruments or other documents relating to the Liabilities and / or the Securities or any other circumstances.
- 2.4 The ranking provisions set out in clause 2.1 (*Liabilities*) shall be valid and effective irrespective of the date or dates on which sums have been or shall be advanced by Paradigm and any Investor to the Company.

3. **Undertakings of the Company**

Prior to the Senior Discharge Date and notwithstanding any provision of the Loan Note Instruments or the Securities, the Company shall not:

- 3.1 pay, prepay or repay, or pay any interest in respect of, any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Payments, in any such case in cash or in kind;
- 3.2 purchase or acquire (or allow any of its Affiliates to purchase or acquire) any of the Paradigm Debt;
- 3.3 discharge any of the Paradigm Debt, save for the Revolving Credit Facility Debt or

Permitted Payments, by set-off or any right of combination of accounts or otherwise;

- 3.4 create or permit to subsist any Security Interest over any of its assets as security for, or give any guarantee, indemnity or other assurance against loss in respect of, any of the Paradigm Debt save for the Paradigm Floating Charge and for any Security Interest created pursuant to the terms of the Revolving Credit Facility Letter, the 2018 Facility Agreement or the 2019 Facility Agreement or itself receive the benefit of any Security Interest, guarantee, indemnity or other assurance against loss in respect of any of the Paradigm Debt;
- 3.5 take or fail to take any action whereby the ranking, subordination or other obligations contemplated by this Intercreditor Agreement may be impaired; or
- 3.6 amend or vary any of the terms of any of:
 - 3.6.1 the Loan Note Instruments;
 - 3.6.2 the Notes issued pursuant to the Loan Note Instruments;
 - 3.6.3 the Paradigm Securities;
 - 3.6.4 the Revolving Credit Facility Letter;
 - 3.6.5 the 2018 Facility Agreement; or
 - 3.6.6 the 2019 Facility Agreement.

4. Undertakings of Paradigm

Until the Senior Discharge Date, except as the Investors shall have previously consented in writing, Paradigm will not:

- 4.1 demand or receive from the Company payment, prepayment or repayment in respect of (or on account of), any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Payments, in any such case in cash or in kind;
- 4.2 permit the Company (or any of the Company's Affiliates) to purchase or acquire any of the Paradigm Debt;
- 4.3 discharge any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Payments, by set-off or any right of combination of accounts or otherwise;
- 4.4 save for any Security Interest, guarantee, indemnity or other assurance created pursuant to the terms of the Revolving Credit Facility Letter, the 2018 Facility Agreement or the 2019 Facility Agreement permit to subsist or receive the benefit of any Security Interest, guarantee, indemnity or other assurance against loss from the Company for, or in respect of, any of the Paradigm Debt save for the Paradigm Floating Charge; or
- 4.5 amend, vary, waive or release any term of any of:
 - 4.5.1 the Loan Note Instruments;

4.5.2 the Notes issued pursuant to the Loan Note Instruments;

4.5.3 the Paradigm Securities;

4.5.4 the Revolving Credit Facility Letter;

4.5.5 the 2018 Facility Agreement; or

4.5.6 the 2019 Facility Agreement.

4.6 take any acceleration, enforcement or similar action in respect of, or exercise any remedy for the recovery of, any of the Paradigm Debt, save for the Revolving Credit Facility Debt or Permitted Enforcement Action (for the avoidance of doubt, whether by enforcement of any of the Paradigm Securities or otherwise);

4.7 initiate or support or take any steps with a view to:

4.7.1 any insolvency, liquidation, reorganisation, administration or dissolution proceedings;

4.7.2 any voluntary arrangement or assignment for the benefit of creditors; or

4.7.3 any similar proceedings,

involving the Company, whether by petition, convening a meeting, voting for a resolution or otherwise;

4.8 bring or support any legal proceedings against the Company;

4.9 assign, transfer, or otherwise dispose of any of the Paradigm Debt; or

4.10 take or fail to take any action whereby the ranking, subordination or other obligations contemplated by this Intercreditor Agreement may be impaired.

5. Turnover of non-permitted recoveries

5.1 Non-permitted payment

Save for the receipt of payment from the Company pursuant to the Revolving Credit Facility Letter or Permitted Payments, if:

5.1.1 Paradigm receives any payment or distribution in respect of any of the Paradigm Debt from the Company or any other source other than as allowed under this Intercreditor Agreement; or

5.1.2 Paradigm receives the proceeds of any enforcement of any Security Interest, guarantee or other assurance against financial loss for any of the Paradigm Debt,

Paradigm must hold such payment, distribution or proceeds received by it (up to a maximum amount equal to the amount of the Investors Debt) on trust for the Investors and immediately pay that amount (up to that maximum) to the Investors.

5.2 Non-permitted discharge

If, for any reason, any of the Paradigm Debt, is discharged in any manner other than as

allowed under this Intercreditor Agreement and Paradigm actually receives any amount in cash in respect of that discharge, Paradigm must immediately pay an amount equal to the amount discharged (up to a maximum amount equal to the amount of the Investors Debt) to the Investors.

6. No waiver or prejudice

Nothing contained in this Intercreditor Agreement shall affect or prejudice the respective rights and remedies of any of the Creditors under any of the Revolving Credit Facility Letter, the 2018 Facility Agreement, the 2019 Facility Agreement, the Loan Note Instruments, the Notes or the Securities, which shall continue in full force and effect in accordance with their respective terms, subject only to the provisions of this Intercreditor Agreement.

7. Waiver of defences

The provisions of this Intercreditor Agreement or any Security will not be affected by an act, omission, matter or thing which, but for this clause 7 (*Waiver of defences*), would reduce, release or prejudice the subordination and priorities expressed to be created by this Intercreditor Agreement, including, without limitation and whether or not known to any Party:

- 7.1 any time, waiver or consent granted to, or composition with, the Company or any other person;
- 7.2 the release of the Company or any other person under the terms of any composition or arrangement with any creditor of the Company or any such other person;
- 7.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Company or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security Interest;
- 7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Company or any other person;
- 7.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of the agreements, instruments or other documents relating to the Liabilities and / or the Securities or any other agreement, instrument, document or security;
- 7.6 any unenforceability, illegality or invalidity of any obligation of any person under any of the agreements, instruments or other documents relating to the Liabilities and / or the Securities or any other agreement, instrument, document or security;
- 7.7 any intermediate payment of any of the Liabilities owing to the Creditors in whole or in part; or
- 7.8 any insolvency or similar proceedings.

8. Power of attorney

8.1 Appointment in favour of Investors

Each of Paradigm and the Company hereby irrevocably appoints (to the extent it is legally able to do so) each Investor as its attorney (with full power to appoint delegates and substitutes) to do anything before the Senior Discharge Date which it:

8.1.1 has authorised any Investor to do on its behalf under this Intercreditor Agreement; or

8.1.2 is required (and is legally able) to do by this Intercreditor Agreement but has failed to do for a period of five Business Days after receiving notice from any Investor requiring it to do so,

and each Investor may delegate any such power.

8.2 Ratification

Each of Paradigm and the Company undertakes that, promptly upon request, they will ratify and confirm all actions taken by any Investor (or any Investor's respective delegate(s) or substitute(s)) in the proper exercise of the power of attorney granted under this clause 8.2 (*Power of attorney*).

9. Costs and expenses

9.1 Transaction and enforcement costs

The Company shall, from time to time on demand by any Investor, reimburse that Investor and any Delegate(s) of that Investor for all costs and expenses (including legal fees) on a full indemnity basis together with any applicable value added tax incurred by that Investor and any such Delegate in connection with the exercise, preservation and/or enforcement of any of the rights, powers and remedies of that Investor or any such Delegate under this Intercreditor Agreement.

9.2 Stamp taxes

The Company shall pay all stamp, registration, notarial and other taxes or fees to which this Intercreditor Agreement or any judgment given in connection with it, is or at any time may be, subject and shall, from time to time, indemnify each Investor on demand against any liabilities, costs, claims and expenses incurred by any Investor as a result of any failure by the Company to pay or any delay in paying any such tax or fee.

9.3 Interest on demand

If the Company fails to pay any amount payable by it under this Intercreditor Agreement on its due date, interest shall accrue on the overdue amount (and be compounded with it) from the due date up to the date of actual payment (both before and after judgment and to the extent interest at a default rate is not otherwise being paid on that sum) at the Default Interest Rate (as defined in the Loan Note Instrument referred to in paragraph (ii) of the definition of that term).

10. Severance

10.1 The provisions of this Intercreditor Agreement shall be severable and distinct from one another and the invalidity, unenforceability or illegality of any provision (or part of a provision) of this Intercreditor Agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions of this Intercreditor Agreement.

10.2 If any invalid, unenforceable or illegal provision of this Intercreditor Agreement would be valid, enforceable or legal if some part of it were deleted, the relevant provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

11. Notices

11.1 Every notice, request, demand, or other communication under this Intercreditor Agreement shall be:

11.1.1 In writing, signed by or on behalf of the Party giving it and, unless otherwise stated, may be delivered personally or sent by pre-paid first-class letter or fax (confirmed by letter);

11.1.2 in English; and sent:

11.1.2.1 to the Company at:

Address: 5 Carden Place
Aberdeen AB10 1UT

Attention: Robert Voordendag

Copy to: Stronachs LLP
28 Albyn Place
Aberdeen AB10 1YL

Attention: David Rennie

11.1.2.2 to Paradigm at:

Address: Ambachtsweg 7
2964 LG Groot-Amers
The Netherlands

Attention: Robert Voordendag

Copy to: Stronachs LLP
28 Albyn Place
Aberdeen AB10 1YL

Attention: David Rennie

11.1.2.3 to SAEV at:

Address: PO Box 255, Trafalgar Court, Les Banques, St. Peter
Port, Guernsey, GY1 3QL

Fax: +966 13 875 8040

Attention: the Directors

With a copy to:

Address: Saudi Aramco Law Department, Main
Administration Building, R-350, Dhahran 31311,
Kingdom of Saudi Arabia

Fax: +966 13 874 5063

Attention: General Counsel; or

11.1.2.4 to Buckthorn at:

Address: c/o Buckthorn Capital LLP
11-12 St James Square
London SW1Y 4LB

Attention: Joseph Connolly,

or to such substitute address or fax number notified by one Party to the other in accordance with this clause 11 (*Notices*).

11.2 Subject, in the case only of any Investor, to clause 11.3 (*Notices*), any notice or other communication given by any Party to any other Party shall be deemed to have been received by that other Party:

11.2.1 if sent by fax, with a confirmation of transmission, on the day on which it is transmitted;

11.2.2 if given by hand, on the day of actual delivery; and

11.2.3 if posted, on the second Business Day following the day on which it was dispatched by pre-paid first-class post,

provided that a notice given as described in clause 11.2.1 (*Notices*) or clause 11.2.2 (*Notices*) on a day which is not a Business Day (or after normal business hours in the place of receipt) shall be deemed to have been received by the relevant Investor on the next Business Day.

11.3 Any notice or other communication given to any Investor shall be deemed to have been given only on actual receipt by that Investor and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as that Investor shall specify for this purpose).

11.4 For the avoidance of doubt, no notice or communication given under this Intercreditor Agreement shall be validly given if sent by e-mail.

12. Transfer and assignment

12.1 An Investor may at any time (without notice or consent) transfer or assign any of its rights and / or obligations under this Intercreditor Agreement or any of the agreements, instruments or other documents relating to the Investors Debt or otherwise with respect to any of the Investors Debt to any person.

12.2 Neither the Company nor Paradigm may transfer or assign any of its rights and / or obligations under this Intercreditor Agreement or any of the agreements, instruments or other documents relating to the Paradigm Debt or otherwise with respect to any of the Paradigm Debt to any person without the prior consent of the Investors.

13. Entire agreement

This Intercreditor Agreement contains the entire agreement and understanding of the Parties in respect of the subject matter of this Intercreditor Agreement and supersedes all prior agreements, understandings or arrangements (both oral and written) between the Parties relating to the subject matter of this Intercreditor Agreement.

14. Consent to registration

The Parties agree to registration of this Intercreditor Agreement for preservation and execution.

15. Counterparts

15.1 This Intercreditor Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement.

15.2 Where executed in counterparts:

15.2.1 this Intercreditor Agreement will not take effect until each of the counterparts has been delivered;

15.2.2 each counterpart will be held as undelivered until the Parties agree a date on which the counterparts are to be treated as delivered; and

15.2.3 the date of delivery may be inserted on page 2 in the blank provided as the Delivery Date.

16. Governing law

This Intercreditor Agreement shall be governed by and construed in accordance with the laws of Scotland and, for the benefit of the Investors, each of the Company and Paradigm irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Lenders to proceed against the Company and / or Paradigm in any other appropriate jurisdiction.

IN WITNESS WHEREOF this Intercreditor Agreement (comprising this and the 12 preceding pages) is executed as follows:

On behalf of **SAEV GUERNSEY HOLDINGS LIMITED** by one
of its directors
at Dhahran, KSA
on 12. NOVEMBER 2019
before the following witness:

Director, for and on behalf of SAEV
GUERNSEY HOLDINGS LIMITED

Witness	
Name	Tim Polega
Address	SAEV, 11th Floor, Midra Tower Dhahran, KSA
Occupation	Chief Operating Officer

On behalf of **BP INV1 LP** by one of the directors of its
general partner, **BUCKTHORN JERSEY (GP) Ltd**,
at _____
on _____ 2019
before the following witness:

Director, for and on behalf of **BUCKTHORN
JERSEY (GP) Ltd**

Witness
Name
Address
Occupation

On behalf of **PARADIGM GROUP BV** by one of its directors
at _____
on _____ 2019
before the following witness:

Director, for and on behalf of **PARADIGM GROUP BV**

Witness
Name
Address
Occupation

16. Governing law

This Intercreditor Agreement shall be governed by and construed in accordance with the laws of Scotland and, for the benefit of the Investors, each of the Company and Paradigm irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Lenders to proceed against the Company and / or Paradigm in any other appropriate jurisdiction.

IN WITNESS WHEREOF this Intercreditor Agreement (comprising this and the 12 preceding pages) is executed as follows:

On behalf of **SAEV GUERNSEY HOLDINGS LIMITED** by one of its directors
at _____
on _____ 2019
before the following witness:

Director, for and on behalf of **SAEV GUERNSEY HOLDINGS LIMITED**

Witness
Name
Address
Occupation

On behalf of **BP INV1 LP** by one of the directors of its general partner, **BUCKTHORN JERSEY (GP) Ltd**,
at 4pm JERSEY
on 09/11/2019 2019
before the following witness:

Director, for and on behalf of **BUCKTHORN JERSEY (GP) Ltd**

Witness
Name
Address
Occupation
Administrative

On behalf of **PARADIGM GROUP BV** by one of its directors
at _____
on _____ 2019
before the following witness:

Director, for and on behalf of **PARADIGM GROUP BV**

Witness
Name
Address
Occupation

13. Entire agreement

This Intercreditor Agreement contains the entire agreement and understanding of the Parties in respect of the subject matter of this Intercreditor Agreement and supersedes all prior agreements, understandings or arrangements (both oral and written) between the Parties relating to the subject matter of this Intercreditor Agreement.

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The Parties agree to registration of this Intercreditor Agreement for preservation and execution.

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15.1 This Intercreditor Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement.

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15.2.1 this Intercreditor Agreement will not take effect until each of the counterparts has been delivered;

15.2.2 each counterpart will be held as undelivered until the Parties agree a date on which the counterparts are to be treated as delivered; and

15.2.3 the date of delivery may be inserted on page 2 in the blank provided as the Delivery Date.

16. Governing law

This Intercreditor Agreement shall be governed by and construed in accordance with the laws of Scotland and, for the benefit of the Investors, each of the Company and Paradigm irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Lenders to proceed against the Company and / or Paradigm in any other appropriate jurisdiction.

IN WITNESS WHEREOF this Intercreditor Agreement (comprising this and the 12 preceding pages) is executed as follows:

On behalf of SAEV GUERNSEY HOLDINGS LIMITED by one of its directors

at _____
on _____ 2019
before the following witness:

Director, for and on behalf of SAEV
GUERNSEY HOLDINGS LIMITED

Witness
Name
Address
Occupation

On behalf of BP INV1 LP by one of the directors of its general partner, BUCKTHORN JERSEY (GP) Ltd,

at _____
on _____ 2019
before the following witness:

Director, for and on behalf of BUCKTHORN
JERSEY (GP) Ltd

Witness
Name
Address
Occupation

On behalf of PARADIGM GROUP BV by one of its directors

at GROOT - AMMERS
on 12TH NOVEMBER 2019
before the following witness:

Director, for and on behalf of PARADIGM
GROUP BV

A. VAN DER ENDE

ENGINEER
Witness
Name
Address
Occupation

On behalf of PARADIGM DRILLING SERVICES LIMITED by
one of its directors

at GROOT-AMMERS

on 12TH NOVEMBER 2019

before the following witness:

[REDACTED]

Witness

A. VAN DER ENDE

Name

[REDACTED]

Address

ENGINEER

Occupation

[REDACTED]

Director, for and on behalf of PARADIGM
DRILLING SERVICES LIMITED

[REDACTED]