Companies House

MR01(ef)

Registration of a Charge

Company name: **BAKU DRILLING EQUIPMENT LIMITED**

Company number: **SC485240**

Received for Electronic Filing: **15/11/2017**

X6J9AVDK

Details of Charge

Date of creation: **13/11/2017**

Charge code: **SC48 5240 0002**

Persons entitled: **MARKETINVOICE LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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: **JANNEKE HOEK**

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 485240

Charge code: SC48 5240 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 13th November 2017 and created by BAKU DRILLING EQUIPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2017 .

Given at Companies House, Edinburgh on 16th November 2017

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

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

BOND AND FLOATING CHARGE

by

BAKU DRILLING EQUIPMENT LTD

in favour of

MARKETINVOICE LIMITED

DATE: 13/11/17

MORTON FRASER

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Clauses

FLOATING CHARGE

BY:-

(1) Baku Drilling Equipment Ltd a company incorporated in Scotland with registered number SC485240 whose registered office is at Bannatyne Kirkwood France & Co, 16 Royal Exchange Square, Glasgow, G1 3AG (the "**Company**");

IN FAVOUR OF:-

(2) **MarketInvoice Limited**, a company incorporated in England and Wales with registered number 07330525, whose registered office is at 48-50 Scrutton Street, London, England, EC2A 4XQ ('**MarketInvoice**').

BACKGROUND

(A) MarketInvoice has agreed to provide the Company with access to the Platform (as defined below) so that the Company may trade its trade receivables.

(B) The Company has agreed to provide security to MarketInvoice to secure the payment and discharge of the Secured Liabilities.

OPERATIVE PROVISIONS

1 **Definitions and Interpretation**

1.1 In this Floating Charge unless the context otherwise requires:-

"**Act**" means the Insolvency Act 1986;

"**Administrator**" means one or more persons appointed by MarketInvoice or the Court as administrator in terms of the Act;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in London;

"**Charged Property**" means the Property (or any part thereof) charged pursuant to this Floating Charge;

"**Floating Charge**" means this bond and floating charge and the security and other rights and obligations created by this document;

"**Intellectual Property Rights**" means all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world, in which the Company is legally, beneficially or otherwise interested;

"**Member Agreement**" has the meaning given to it in the Platform Rules;

"**Platform**" means the online invoice-discounting platform operated by MarketInvoice, to which the Platform Rules apply;

"**Platform Rules**" means the terms and conditions governing the use of the Platform, as may be amended or updated from time to time by MarketInvoice;

"**Property**" means all and each part of the assets and property (including uncalled capital) which is or may be comprised in the property and undertaking from time to time of the Company while this Floating Charge is in force; and any reference in this Floating Charge to "**heritable property**", "**freehold property**", "**leasehold property**" or "**moveable property**" means the heritable, freehold, leasehold or moveable property respectively, of any kind, forming part of the Property from time to time;

"**Secured Liabilities**" means all present and future monies, obligations and liabilities owed by the Company to MarketInvoice, whether in its own capacity, as agent, trustee or security trustee whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Member Agreement or this Floating Charge or otherwise howsoever together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities;

"**Security Interest**" means any standard security, other security, mortgage, charge, pledge, lien, assignation or assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"**Security Period**" means the period starting on the date of this Floating Charge and ending on the date on which MarketInvoice confirms in writing that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

"**Termination Event**" has the meaning given to it in the Platform Rules; and

"**Value Added Tax**" includes any form of sales or turnover tax.

1.2 Any reference in this Floating Charge to:-

1.2.1 "**notice**" includes any demand, certificate, account or notification;

1.2.2 "**person**" includes an individual, company, limited liability partnership, joint venture, society or unincorporated association, organisation or body of persons (including a trust and a partnership) and any government, governmental agency or supra-national organisation (in each case whether or not having legal personality). References to a person shall include that person's successors and assignees. If that person is not a human being those references will also include any person to whom any of its assets (or any interest in any of its assets) is transferred or passed as a result of a merger, division, reconstruction or other reorganisation. If that person is a partnership those references shall include each of the persons who is or becomes a partner of the partnership at any time, irrespective of whether that partnership will at any time be dissolved or reconstituted or will be the subject of any change in its name or constitution;

1.2.3 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;

1.2.4 the expression "**Receiver**" in this Floating Charge means one or more persons appointed by MarketInvoice (or otherwise appointed) as receiver including any substitute receiver, in terms of the Act, and where two or more persons are so appointed the powers conferred upon them by the Act and by this Floating Charge may be exercised jointly and severally;

1.2.5 the "**Company**" and/or "**MarketInvoice**" shall include their respective successors and/or assignees;

1.2.6 expressions in the singular include the plural and vice versa;

1.2.7 expressions in one gender include each other gender;

1.2.8 a part of a thing includes the whole of it;

1.2.9 any reference to 'law' means any law (including any common or customary law) and any treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgment, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which has the force of law or the compliance with which is in accordance with general practice in such jurisdiction;

1.2.10 any law is a reference to that law as amended or re-enacted;

1.2.11 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

1.2.12 to the extent that this Floating Charge relates to anything or any person in any place outwith Scotland, expressions used in this Floating Charge will be deemed to include analogous expressions appropriate to that other place;

1.2.13 any Clause by number is a reference to the relevant clause of this Floating Charge;

1.2.14 the terms 'including' and 'include' shall be deemed to be followed by 'without limitation' where not so followed;

1.2.15 a document is a reference to that document as amended, novated, supplemented, restated or replaced in whole or in part from time to time; and

1.2.16 if MarketInvoice considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Floating Charge.

1.3 The headings in this Floating Charge are for ease of reference only.

2 Undertaking to Pay

The Company undertakes to MarketInvoice immediately on demand to pay and perform the Secured Liabilities when the same become due for payment or performance together with interest at the default rate (howsoever described) on any amount which the Company fails to pay to MarketInvoice on the due date.

3 Floating Charge

3.1 In security of the Secured Liabilities the Company grants in favour of MarketInvoice a floating charge over all and each part of the Property.

3.2 Qualifying floating charge

Paragraph 14 of schedule B1 to the Act applies to this Floating Charge and this Floating Charge is a qualifying floating charge for the purposes of the Act.

4 Ranking

4.1 This Floating Charge shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any fixed security (other than any fixed security granted by the Company in favour of MarketInvoice which shall rank in priority to this Floating Charge) and to any other floating charge.

4.2 The Company is prohibited from creating or allowing to continue in force after the Company executes this Floating Charge any fixed Security Interest or floating charge over all or any part of the Charged Property (other than any charge or security in favour of MarketInvoice) ranking in priority to, equally with or postponed to this Floating Charge.

5 Negative Undertakings

5.1 The Company undertakes that it will not, except as permitted under the Member Agreement:-

5.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this Floating Charge;

5.1.2 dispose of the Charged Property or any part thereof or interest therein other than in the ordinary and usual course of trading;

5.1.3 sell, factor, assign or otherwise deal with book or other debts forming part of the Charged Property otherwise than in the ordinary course of collecting and realising the same;

5.1.4 pull down or remove the whole or any part of any buildings forming part of the Charged Property or sever or unfix or remove any of the fixtures thereto nor (except for the purposes of effecting necessary repairs thereto or of replacing the same) remove any of the plant and machinery belonging to or used by it;

5.1.5 grant or agree to grant any tenancy or licence affecting all or any part of the Charged Property or grant or agree to grant a lease or sublease of, or accept a surrender of a lease, sublease or tenancy of all or any part of the Charged Property;

5.1.6 create or issue any debenture, debenture stock or loan capital;

5.1.7 become cautioner, guarantor, indemnifier or surety for any person;

5.1.8 take or knowingly fail to take any action which does or might reasonably be expected to adversely affect any registration of the Intellectual Property Rights;

5.1.9 abandon or cancel or authorise any third party to do any act which would or might invalidate or jeopardise or be inconsistent with the Intellectual Property Rights and not omit or authorise any third party to omit to do any act which by its omission would have that effect or character;

5.1.10 transfer any part of the Charged Property to any subsidiary or holding company of the Company, nor to any other subsidiary of that holding company nor form or create any new subsidiary of the Company; or

5.1.11 do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by MarketInvoice or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Floating Charge.

6 Undertakings

6.1 The Company undertakes that it will at all times comply with the covenants and undertakings in the Member Agreement.

6.2 The Company further undertakes, during the continuance of the security constituted by this Floating Charge, to:

6.2.1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business;

6.2.2 comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property;

6.2.3 promptly provide to MarketInvoice whatever information, documents or papers relating to the Charged Property as MarketInvoice may from time to time request;

6.2.4 inform MarketInvoice promptly of any acquisition by the Company of, or contract made by the Company to, acquire interest in any Property;

6.2.5 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by MarketInvoice in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as MarketInvoice shall from time to time request;

6.2.6 procure that the interest of MarketInvoice is noted on all its policies of insurance in such manner as MarketInvoice may in its absolute discretion require;

6.2.7 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect;

6.2.8 apply all monies received by virtue of any insurance of the whole or any part of the Charged Property:

6.2.8.1 in making good or in recouping expenditure incurred in making good any loss or damage; or

6.2.8.2 if MarketInvoice in its discretion so requires, towards the discharge of the Secured Liabilities;

6.2.9 at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property;

6.2.10 where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value;

6.2.11 on the execution of this Floating Charge (or, if later, the date of acquisition of the relevant Charged Property) deposit with MarketInvoice and MarketInvoice shall during the continuance of this Floating Charge be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Company (and, if not within the possession and/or control of the Company, the Company undertakes to obtain possession of all such deeds and documents of title);

6.2.12 permit MarketInvoice and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice; and

6.2.13 promptly upon becoming aware of the same give MarketInvoice notice in writing of any breach of any representation or warranty set out in this clause 6.2.

7 Representations and Warranties

7.1 The Company represents and warrants to MarketInvoice that:-

7.1.1 it has the power and authority to grant this Floating Charge and to perform its obligations hereunder;

7.1.2 it has taken all necessary corporate action to authorise the execution and delivery of this Floating Charge and to authorise the performance of its obligations hereunder;

7.1.3 this Floating Charge constitutes a valid, binding and enforceable obligation of the Company;

7.1.4 neither the granting of this Floating Charge by the Company nor the performance of its obligations hereunder will contravene any law or regulation or any agreement to which the Company is a party or by which it is bound nor will it cause any limitation of any of the powers of the Company however imposed or the right or ability of the directors to exercise any of such powers to be exceeded;

7.1.5 all authorisations required for the entry into, performance, validity and enforceability of this Floating Charge by the Company and for the conduct of its business have been obtained and are in full force and effect;

7.1.6 The Company is the owner of the Charged Property free from any Security Interest other than the Security Interests created by this Floating Charge;

7.1.7 The Company has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it;

7.1.8 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property;

7.1.9 No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use;

7.1.10 Nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Property;

7.1.11 No security expressed to be created by this Floating Charge is liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise; and

7.1.12 The Company has at all times complied with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property.

7.2 The representations and warranties set out in clause 7.1 are made on the date of this Floating Charge and shall be deemed to be repeated on each day of the Security Period with reference to the facts and circumstances then existing.

8 Further Security

The Company shall grant or enter into, in any form specified by MarketInvoice, such specific or fixed or floating charges over all or any part of the Charged Property as may be required by MarketInvoice, in security of the Secured Liabilities or any part of the Secured Liabilities.

9 Prior Securities

At any time after the security constituted by this Floating Charge shall have become enforceable or after any powers conferred by any Security Interest having priority to this Floating Charge shall have become exercisable, MarketInvoice may:

(a) redeem such or any other prior Security Interest or procure its transfer to itself; and

(b) settle any account of the holder of any prior Security Interest.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Company and all monies paid by MarketInvoice to an encumbrancer in settlement of such an account shall, as from its payment by MarketInvoice, be due from the Company to MarketInvoice on current account and shall bear interest and be secured as part of the Secured Liabilities.

10 MarketInvoice Protection

10.1 Neither this Floating Charge nor the Secured Liabilities will be reduced, discharged or otherwise affected in any event or circumstances whatsoever, including:-

10.1.1 any time or other indulgence granted in respect of any of the Secured Liabilities;

10.1.2 any increase in or waiver or discharge of any of the Secured Liabilities or any amendment or termination of any agreement relating to the Secured Liabilities;

10.1.3 MarketInvoice renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person;

10.1.4 MarketInvoice abstaining from perfecting or enforcing, or giving up or waiving any other security, guarantee or other right or remedy for all or any of the Secured Liabilities;

10.1.5 any legal limitation, disability, incapacity or other circumstance relating to, or any invalidity, unenforceability or frustration of any of the obligations of, any debtor in respect of the Secured Liabilities; or

10.1.6 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Company.

10.2 The Company agrees that any discharge or restriction which is granted or made on the faith of any payment, security or disposition which is invalid, avoided or declared void or repayable or repaid on the insolvency of the Company or any other person will be invalid and the Secured Liabilities will continue as if the discharge or restriction had never been granted or made.

10.3 MarketInvoice shall be entitled in its absolute discretion to retain the security created by this Floating Charge or any other security held by MarketInvoice in security of the Secured Liabilities for such period as MarketInvoice deems necessary after the Secured Liabilities shall have been paid or discharged in full, notwithstanding any release, settlement, discharge or arrangement given or made by MarketInvoice on or as a consequence of such termination or liability.

10.4 The Company waives any right it may have of requiring MarketInvoice to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this Floating Charge against the Company.

11 Enforcement

11.1 Right to enforce

11.1.1 This Floating Charge shall become immediately enforceable if:

11.1.1.1 a Termination Event occurs;

11.1.1.2 any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Company (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be);

11.1.1.3 the Company shall be in breach of any of its obligations under this Floating Charge or under any other agreement between the Company and MarketInvoice and that breach (if capable of remedy) has not been remedied to the satisfaction of MarketInvoice within 14 days of notice by MarketInvoice to the Company to remedy the breach;

11.1.1.4 the Company:

11.1.1.4.1 becomes unable to pay its debts as they fall due (and/or the value of the Company's assets is less than the amount of its liabilities, taking into account the Company's contingent and prospective liabilities);

11.1.1.4.2 commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness;

11.1.1.4.3 makes a general arrangement for the benefit of, or a composition with, its creditors;

11.1.1.4.4 the Company passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for the Company's winding-up, dissolution, administration or re-organisation or for the appointment of a Receiver, administrative receiver, judicial factor, Administrator, trustee or similar officer of it or of any or all of its revenues and assets;

11.1.1.4.5 any diligence, execution, or other legal process is levied or enforced upon or sued against all or any part of the assets of the Company and remains undischarged for seven days;

11.1.1.4.6 any event occurs in relation to the Company that is analogous to those set out in clause 11.1.1.3, clause 11.1.1.4.3 or clause 11.1.1.4.4;

11.1.1.4.7 any representation, warranty or statement made or deemed to be made by the Company under this Floating Charge is or proves to have been incorrect or misleading when made or deemed to be made; or

11.1.1.4.8 the Company breaches any material term of the Platform Rules,

and in any such event listed in this clause 11.1.1 (whether or not the event is continuing), without prejudice to any other rights of MarketInvoice, MarketInvoice may in its absolute discretion enforce all or any part of the security created by this Floating Charge as he sees fit.

11.2 MarketInvoice's Powers

11.2.1 MarketInvoice may at any time after this Floating Charge becomes enforceable under clause 11.1:

11.2.1.1 without notice to the Company, appoint one or more persons as an Administrator of the Company;

11.2.1.2 exercise all the powers conferred on a Receiver by this Floating Charge, and the Act, in each case in accordance with and to the extent permitted by applicable laws.

11.3 Administrators

If MarketInvoice appoints two or more persons as Administrator of the Company, the appointment may specify whether those persons are to act jointly or concurrently.

11.4 Receivers

11.4.1 MarketInvoice may appoint any Receiver upon such terms as to remuneration and otherwise as MarketInvoice thinks fit;

11.4.2 the power to appoint a Receiver shall be and remain exercisable by MarketInvoice notwithstanding any prior appointment in respect of all or any part of the Charged Property;

11.4.3 MarketInvoice may fix the remuneration of any Receiver appointed by it and the remuneration of the Receiver shall be a debt secured by this Floating Charge which shall be due and payable immediately upon its being paid by MarketInvoice;

11.4.4 each Receiver so appointed will be the agent of the Company for all purposes and the Company will be solely responsible for the acts, deeds and omissions of each Receiver, for liabilities incurred by him and for his remuneration, costs, charges and expenses;

11.4.5 MarketInvoice will not have any responsibility for the acts, omissions or defaults or for the liabilities, remuneration or expenses of the Receiver;

11.4.6 all monies received by MarketInvoice or a Receiver in the exercise of any enforcement powers conferred by this Floating Charge shall be applied:

11.4.6.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of MarketInvoice (and any Receiver, attorney or agent appointed by it);

11.4.6.2 second in paying the remuneration of any Receiver (as agreed between him and MarketInvoice);

11.4.6.3 third in or towards discharge of the Secured Liabilities in such order and manner as MarketInvoice shall determine; and

11.4.6.4 finally in paying any surplus to the Company or any other person entitled to it.

12 Powers of Receiver and MarketInvoice

12.1 Statutory powers

A Receiver shall have and be entitled to exercise all the powers set out in the Act or otherwise.

12.2 Additional powers

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Company):

12.2.1 to make any compromise or arrangement which MarketInvoice or the Company may think fit;

12.2.2 to exercise all powers and rights under any contract of agreement forming part of the Charged Property including, without limitation, all voting and other rights attaching to securities owned by the Company;

12.2.3 to exercise all powers conferred by the Act on receivers appointed in England and Wales in respect of any of the Charged Property located in England and Wales;

12.2.4 to do any thing or exercise any right which the Company would have been entitled to do or exercise if no Receiver had been appointed; and

12.2.5 to do all other acts and things which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the security created by this Floating Charge or the realisation of any of the Charged Property,

and may use the name of the Company in connection with any exercise of such powers.

12.3 Prior encumbrances

A Receiver may redeem any prior Security Interest and settle and pass the accounts to which the Security Interest relates and any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Company and the monies so paid will be deemed to be an expense properly incurred by him.

12.4 Suspense account

All monies received by MarketInvoice or a Receiver under this Floating Charge may, at the discretion of MarketInvoice or the Receiver (as the case may be), be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between MarketInvoice and the Company and may be held in such account for so long as MarketInvoice or the Receiver (as the case may be) thinks fit.

12.5 Possession

If any Receiver or any of its delegates takes possession of any of the Charged Property it may deal with such Charged Property as it shall see fit.

13 Delegation of powers by receiver

13.1 Delegation

MarketInvoice and any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by MarketInvoice or the Receiver under this Floating Charge in relation to any of the Charged Property and any such delegation may be made upon such terms as such Receiver may think fit.

13.2 Liability for delegates

Neither MarketInvoice nor any Receiver nor any Administrator shall be in any way liable or responsible to the Company for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud or gross negligence of the delegate.

14 Power of Attorney

14.1 The Company irrevocably appoints MarketInvoice and any Receiver jointly and severally to be its attorney for it and on its behalf and in its name or otherwise to:-

14.1.1 create or to make any alteration or addition or deletion in or to any documents which MarketInvoice or the Receiver may require for completing or perfecting the title of MarketInvoice or the Receiver to the Charged Property or for vesting any of the Charged Property in MarketInvoice or any Receiver or purchaser;

14.1.2 perform any of the Company's obligations and execute and complete or perfect any transfer, disposition, security or document or act which may be required or may be deemed proper by MarketInvoice or any Receiver in connection with any, realisation, getting in or other enforcement by MarketInvoice or any Receiver of any of the Charged Property; and

14.1.3 collect and give a good discharge to the relevant insurers for all and any insurance monies payable to the Company.

14.2 The Company ratifies and agrees to ratify anything any such attorney does in the exercise of any of the powers, authorities and discretions referred to in this Clause.

15 Continuing Security

15.1 The Company agrees that:-

15.1.1 this Floating Charge shall be a continuing security irrespective of any intermediate payment or satisfaction of the Secured Liabilities or any of them;

15.1.2 this Floating Charge is in addition to, and will not merge with or prejudice or affect, any other fixed or floating charge or security or any guarantee which MarketInvoice holds now or in the future for the Secured Liabilities; and

15.1.3 any discharge or restriction which is granted or made on the faith of any payment, security or disposition which is invalid, avoided or declared void or repayable or repaid on the insolvency of the Company, or any other person will be invalid and the Secured Liabilities and this Floating Charge will continue to be enforceable as if the discharge or restriction had never been granted or made.

16 Expenses

16.1 The Company shall reimburse or pay to MarketInvoice or any Receiver on demand the amount of all costs and expenses (including legal and other professional fees plus disbursements), together with interest on the amount due at a rate of 5% above the base rate from time to time of Barclays Bank plc provided that no such interest shall be payable on the Secured Liabilities to the extent that any default interest (howsoever described) is payable in respect of such failure to pay under the Platform, properly incurred by MarketInvoice and by any Receiver (together with any applicable Value Added Tax) in connection with:-

16.1.1 the preparation, negotiation, execution and registration of this Floating Charge;

16.1.2 the perfection of any security created or intended to be created by this Floating Charge or any other document entered into by the Company and/or MarketInvoice and/or a Receiver pursuant to this Floating Charge;

16.1.3 the exercise or the attempted or purported exercise by or on behalf of MarketInvoice or a Receiver of any of the powers of MarketInvoice or a Receiver, and the enforcement, preservation of any rights under, or the attempted or purported enforcement or preservation of any rights under, this Floating Charge; and

16.1.4 the carrying out of any other act which MarketInvoice or the Receiver may reasonably consider to be necessary for the preservation of the Charged Property.

17 Indemnity

The Company shall indemnify MarketInvoice and each Receiver from and against all losses, costs, expenses, claims, demands and liabilities whether in contract, delict, tort or otherwise (together with any applicable Value Added Tax) properly incurred by MarketInvoice or the Receiver or by any employee or agent of MarketInvoice or any Receiver in connection with anything done or omitted under this Floating Charge or any other document relating to it, or in the exercise or attempted or purported exercise of the powers in this Floating Charge, or occasioned by any breach by the Company of any of its undertakings or other obligations to MarketInvoice, or in consequence of any payment in respect of the Secured Liabilities (whether made by the Company or a third person) being declared void or impeached for any reason.

18 Conclusive Evidence

Any certificate given by MarketInvoice specifying any amount due to MarketInvoice or as to the amount of the Secured Liabilities will, in the absence of manifest error, be conclusive and binding on the Company for all purposes.

19 Payment without Deduction

19.1 All payments to be made by the Company under this Floating Charge will be made in the currency and in the manner prescribed by MarketInvoice and:-

19.1.1 without any set-off, retention, compensation, condition or counterclaim; and

19.1.2 free and clear of any deductions or withholdings of whatsoever nature.

19.2 If the Company is required by law to make any deductions or withholdings then the Company will pay MarketInvoice such additional amounts as may be necessary to ensure that MarketInvoice receives a net amount equal to the full amount which it would have received had payment not been made subject to any such deduction or withholding.

20 Currency Conversion

20.1 For the purposes of MarketInvoice or any Receiver exercising any rights or determining any amount under this Floating Charge or general law, MarketInvoice may convert into another currency each amount (including a credit balance) received by MarketInvoice or any Receiver in relation to this Floating Charge or held by MarketInvoice on the Company's account. The conversion will be done at

MarketInvoice's spot rate for selling the currency or currency unit of the Secured Liabilities for the currency or currency unit so received or held prevailing at or about 11.00 am on the relevant date, or at a rate which MarketInvoice or the Receiver (as the case may be) considers reflects the prevailing rate of exchange in the appropriate currency market.

20.2 If at any time the currency in which all or any of the Secured Liabilities are denominated is, or is due to be, or has been, converted into the euro or any other currency or currency unit as a result of a change in law or by agreement with MarketInvoice, then neither this Floating Charge nor the Secured Liabilities shall be discharged or terminated as a consequence and MarketInvoice may in its sole discretion direct that all or any of the Secured Liabilities shall be paid in the euro or such other currency or currency unit.

21 Set-Off

If MarketInvoice shall have more than one account for the Company in its books MarketInvoice may at any time after:

(a) the security constituted by this Floating Charge has become enforceable; or

(b) MarketInvoice has received notice of any subsequent Security Interest or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but MarketInvoice shall notify the Company of the transfer once made.

22 Indulgence

MarketInvoice may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Floating Charge (whether or not such person or persons are jointly liable with the Company) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Floating Charge or to the liability of the Company for the Secured Liabilities.

23 New Accounts

23.1 MarketInvoice may at all times open and continue any new account(s) or continue any existing account(s) with the Company and no money paid from time to time into any such new or existing account(s) by or on behalf of the Company shall be appropriated towards or have the effect of reducing or affecting any of the Secured Liabilities.

23.2 If MarketInvoice does not open a new account for the Company upon the crystallisation of the Company's obligations under this Floating Charge, it shall nevertheless be treated as if it had done so, and as from that time all payments made to MarketInvoice in respect of the Secured Liabilities shall be credited or treated as having been credited to the new account and shall not operate to reduce or affect the amount of the Secured Liabilities.

24 Illegality

Each of the provisions of this Floating Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes illegal, invalid or unenforceable for any reason under the laws of any jurisdiction, such illegality, invalidity or unenforceability will not affect its legality, validity or enforceability in any other jurisdiction or make illegal or invalidated or make unenforceable any other provision of this Floating Charge.

25 Remedies and Waivers

25.1 No failure by MarketInvoice to exercise or any delay by MarketInvoice in exercising any right or remedy hereunder shall operate as a waiver hereof nor shall any single or partial exercise of any right or remedy prevent any further or any other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

25.2 Any waiver of any right or consent given under this Floating Charge is only effective if it is in writing and signed by the waiving or consenting party, and applies only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

26 Restriction on Liability

26.1 Except to the extent that any such exclusion is prohibited or rendered invalid by law, neither MarketInvoice nor any Receiver under this Floating Charge nor their respective employees and agents shall:

26.1.1 be under any duty of care or other obligation of whatsoever description to the Company in relation to or in connection with the exercise of any right conferred upon MarketInvoice;

26.1.2 be under any liability to the Company as a result of, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise, any of their respective rights hereunder;

26.2 The Company is not relying on any statement made, or any information given, to the Company by MarketInvoice.

27 Protection of Third Parties

27.1 No person (each a "**Third Party**") including an insurer, assurer, purchaser or security holder dealing with MarketInvoice or any Receiver appointed by it or their respective employees and agents need enquire:-

27.1.1 whether any right exercised or purported to be exercised by MarketInvoice, such Receiver or their respective employees and agents has become exercisable;

27.1.2 whether any of the Secured Liabilities is due or remains outstanding; or

27.1.3 as to the propriety or regularity of anything done (including any sale, dealing or application of money paid, raised or borrowed) by MarketInvoice, such Receiver or their representative employees and agents,

nor see to the application of any money paid to MarketInvoice or any Receiver.

28 Transfers by MarketInvoice

28.1 MarketInvoice may assign this Floating Charge to any other bank or person and may disclose to such bank or person or to any other person such information concerning the financial affairs of the Company as MarketInvoice, in its absolute discretion, considers appropriate.

28.2 Each of MarketInvoice's rights in relation to this Floating Charge is freely and separately assignable or transferable by MarketInvoice. On request by MarketInvoice, the Company will immediately sign and deliver to MarketInvoice any form of instrument required by MarketInvoice to confirm or facilitate any such assignation and/or transfer.

29 Assignation by the Company

The Company may not assign, novate or otherwise deal with all or any part of its rights, interests or obligations under this Floating Charge.

30 Notices and Demands

Any notice, communication or document to be given pursuant to this Floating Charge shall be in writing in the English language and may be made by personal delivery or pre-paid registered mail to the parties' addresses set out before the recitals and shall be deemed to have been duly made and delivered three (3) Business Days after posting, provided that either party may at any time notify the other of any substitute address to which any notice, communication or document should be directed.

31 Entire Agreement

This Floating Charge sets forth the entire agreement and understanding between the parties in respect of the subject matter of this Floating Charge. No variation of this Floating Charge shall be effective unless in writing and signed for or on behalf of both parties.

32 Registration and Charges

32.1 The law of Scotland will govern this Floating Charge.

32.2 The parties submit to the non-exclusive jurisdiction of the Scottish Courts in respect of any dispute that arises out of or in connection with this Agreement or its subject matter or formation, including non-contractual disputes ("**Disputes**").

32.3 The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

32.4 Clauses 32.2 and 33.3 are for the benefit of MarketInvoice only. As a result, MarketInvoice shall not be prevented from taking proceedings relating to a Dispute in any other appropriate jurisdiction.

32.5 The Company consents to the registration of this Floating Charge and of any demand, certificate, account or notification as referred to above for preservation and execution.

32.6 The Company agrees that, in the event of MarketInvoice obtaining any decree or judgment against the Company and seeking to enforce the same by service of a charge or an analogous procedure, then no such charge or threatened charge or its equivalent will be suspended or delayed nor will any sist be granted without the whole amount due being consigned to the relevant official of the relevant court.

IN WITNESS WHEREOF this document consisting of this and the 16 preceding pages are executed as follows:-

SUBSCRIBED for and on behalf of Baku Drilling Equipment Limited
By **NAME OF DIRECTOR:**
on **DATE:** 19/10/17

....
Director

in the presence of:-

Witness ....

Full Name BRIAN LASLIK

Address 15 GLADSTONE PLACE

DYCE AB21 7BL

Date of delivery: 19/10/17