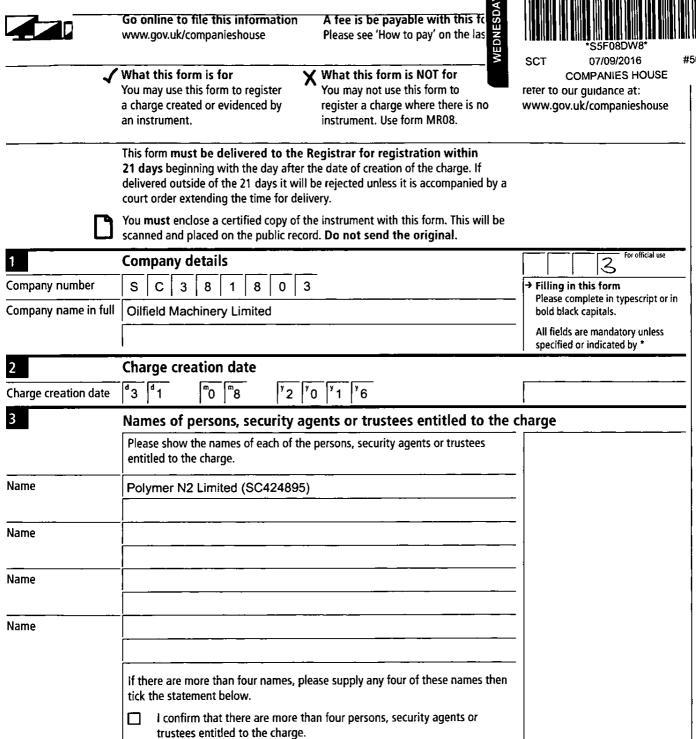
In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge



062902 / 23



	MRO1 Particulars of a charge				
4	Brief description				
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some			
Brief description		of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".			
		Please limit the description to the available space.			
5	Other charge or fixed security				
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. Yes No				
6	Floating charge				
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. Yes Continue				
	No Go to Section 7				
	Is the floating charge expressed to cover all the property and undertaking of the company?				
	Yes New Size Plantage				
7	Negative Pledge				
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.				
	✓ Yes				
	□ No				
8	Trustee statement •				
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.	This statement may be filed after the registration of the charge (use form MR06).			
9	Signature				
	Please sign the form here.				
Signature	X X				
	This form must be signed by a person with an interest in the charge.				

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Jody Mitchell			
Company name	Ledingham Chalmers LLP			
Address	Johnstone House			
52-54 Rose Street				
Post town	Aberdeen			
County/Region				
Postcode	A B 1 0 1 H A			
Country	Scotland, UK			
DX	AB15			
Telephone	01224 408408			

✓ Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

✓ Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

£ How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

☑ Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG. DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 381803

Charge code: SC38 1803 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 31st August 2016 and created by OILFIELD MACHINERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2016.

Given at Companies House, Edinburgh on 12th September 2016





This FLOATING CHARGE is made by:-

- (1) OILFIELD MACHINERY LIMITED, a company registered in Scotland (Company No. SC381803) and having its registered office at Crichiebank Business Centre, Mill Road, Inverurie, Aberdeenshire, AB51 5NQ (the "Company") in favour of
- (2) POLYMER N2 LIMITED, a company registered in Scotland (Company No. SC424895) and having its registered office at Units 1-3 Spurryhillock Industrial Estate, Broomhill Road, Stonehaven, Kincardineshire, AB39 2NH ("PN2").

Definitions are given in clause 15.

1. Payment Obligation

The Company shall on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable subject to the terms of any ranking agreement that is in force.

2. Charging Provision

- 2.1. The Company grants a floating charge over the Assets to PN2 as a continuing security for the payment or discharge of the Secured Liabilities.
- 2.2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Charge.

Negative Pledge and Ranking of Floating Charge

- 3.1. The Company agrees that it shall be prohibited from granting or creating subsequent to the date of this Charge any fixed security or any other floating charge over the Assets or any part or parts of them, other than in favour of PN2 or in favour of another person and with the prior written consent of PN2.
- 3.2. Any fixed security granted by the Company in favour of PN2 (whether before or after this Charge) shall rank in priority to the floating charge created by this Charge.
- 3.3. In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in clause 3.1 or with the consent of PN2 under clause 3.1 but with no written agreement of PN2 as to the ranking of them, this Charge shall rank in priority to that fixed security or floating charge.
- 3.4. The provisions of this Charge shall be subject to the terms of any ranking agreement that is entered into between the Company, PN2 and any other creditor.

4. Undertakings

- 4.1. The Company shall not without the prior written consent of PN2 :-
 - 4.1.1. sell, transfer, assign, factor, lease, license or otherwise dispose of all or any of the Assets or its interest in them other than in the ordinary course of trading;
 - 4.1.2. grant any lease of, part with possession or share occupation of, the whole or any part of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, sublet or part with possession of the same;

Aberdeen: 6/9/16Certified attrue and complete copy

Toy grace MITCHELL, SOUCHTOR

- 4.1.3. vary, surrender, cancel or dispose of, or permit to be irritated or forfeit, any leasehold interest in any of the Properties;
- 4.1.4. do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of the Properties or on the marketability of any of the Properties;
- 4.1.5. cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Assets.

4.2. The Company shall:-

- 4.2.1. at all times comply with the terms of this Charge and of all agreements relating to the Secured Liabilities;
- 4.2.2. comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town and country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
- 4.2.3. keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
- 4.2.4. ensure that all the Assets that are insurable are insured with reputable insurance companies or underwriters to such extent and against such risks as is normal for prudent companies in businesses similar to those of the Company (or as otherwise requested in writing by PN2 from time to time) and (without limitation to the generality of the foregoing):-
- pay all premiums and other money due and payable under all such insurances and provide premium receipts or any other evidence of payment promptly upon request to do so by PN2;
- (b) ensure that the interest of PN2 is noted on the policies in respect of such insurances or, at the request of PN2, that such policies contain such other provisions for the protection of PN2 as PN2 may from time to time require;
- 4.2.5. notify PN2 immediately if any creditor executes diligence against the Company or any distress or execution is levied or enforced against the Company or any third party debt order or freezing order is made and served on the Company; and
- 4.2.6. notify PN2 immediately if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the administration, receivership, winding-up or dissolution of the Company.

5. Protection of Security

- 5.1. The Company agrees that:
 - 5.1.1. this Charge is and shall be in addition and without prejudice to any other security or rights which PN2 holds or may hold in respect of all or any of the Secured Liabilities;

- 5.1.2. PN2 may at the expense of the Company effect or renew any insurance as PN2 may see fit, debiting the cost of such insurance to any account in the name of the Company with PN2.
- 5.2. This Charge will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.
- 5.3. The obligations of the Company under this Charge will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):-
 - 5.3.1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which PN2 may have now or in the future from or against the Company or any other person in respect of the Secured Liabilities;
 - 5.3.2. any act or omission by PN2 or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person or the invalidity or unenforceability of any such security or guarantee;
 - 5.3.3. any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by PN2 (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Company or any other person;
 - 5.3.4. any grant of time, indulgence, waiver or concession to the Company or any other person;
 - 5.3.5. any arrangement or compromise entered into between PN2 and the Company or any other person;
 - 5.3.6. the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Company or any other person;
 - 5.3.7. the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company or any other person;
 - 5.3.8. any postponement, discharge, reduction, non-provability, inability to claim, or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.
- 5.4. PN2 shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Charge or by law to:-
 - 5.4.1. take any action or obtain judgment or decree in any court against the Company;
 - 5.4.2. make or file any claim to rank in a winding-up or a liquidation of or other proceedings relating to the Company; or

- 5.4.3. enforce or seek to enforce any other security taken, or exercise any right or plea available to PN2, in respect of the Secured Liabilities.
- 5.5. Any settlement or discharge between the Company and PN2 shall be conditional upon no security or payment granted or made to PN2 by the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of PN2) PN2 shall be entitled to recover from the Company the value or amount of such security or payment from the Company as if such settlement or discharge had not occurred.

6. Enforcement

This Charge shall become enforceable upon and at any time after the occurrence of any of the following events:-

- 6.1 if the Company has failed to pay all or any of the Secured Liabilities following a demand for payment by PN2;
- there is any other default or failure by the Company in the due performance and/or observance of any provision contained in any agreement to which PN2 and the Company are party and the Company fails to remedy such default or failure within five Business Days of a written request to do so from PN2;
- any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
- any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Company or any part of its undertaking or assets;
- 6.5 the making of a request by the Company for the appointment of a Receiver or administrator;
- 6.6 if the Company breaches any of the provisions of this Charge.

7. Appointment of Receiver or Administrator

- 7.1. At any time after this Charge has become enforceable PN2 shall be and is entitled to appoint in writing any one or more persons as:
 - 7.1.1. a Receiver of all or any of the Assets; and/or
 - 7.1.2. an administrator of the Company,

in each case in accordance with and to the extent permitted by applicable laws. PN2 may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000 except with the leave of the court.

7.2. Without prejudice to the foregoing provisions, if any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then PN2 shall be entitled to appoint another person or persons as Receiver or Receivers in his place.

- 7.3. Where more than one Receiver is appointed they will have power to act separately (unless the appointment by PN2 specifies to the contrary).
- 7.4. The Company shall be solely responsible for the acts and defaults of a Receiver appointed under this Charge and for his remuneration, costs, charges and expenses and PN2 shall not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, costs, charges and expenses.
- 7.5. Subject to section 58 of the Insolvency Act 1986, PN2 may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another person as Receiver in his place.
- 7.6. The Receiver will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 2 to the Insolvency Act 1986 and, in addition to such powers, the Receiver will have power:-
 - 7.6.1. to promote the formation of a subsidiary or subsidiaries of the Company, including, without limitation, any such subsidiary formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interest in all or any of the assets of the Company;
 - 7.6.2. to make any arrangement or compromise which PN2 or the Receiver may think fit;
 - 7.6.3. to sever any fixtures (including trade and tenants fixtures) from the property of which they form part;
 - 7.6.4. to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Company;
 - 7.6.5. to convene an extraordinary general meeting of the Company;
 - 7.6.6. to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.
- 7.7. No purchaser, security grantee or other person dealing with a Receiver shall be concerned whether the Secured Liabilities have become payable or enforceable or whether any money remains outstanding under this Charge or shall be concerned with any application of any money paid to the Receiver.

8. Application of Security Proceeds

8.1. Any money received under the powers conferred by this Charge will, subject to the payment or repayment of any prior claims, be paid or applied in payment or discharge of the Secured Liabilities (subject to the terms of section 60 of the Insolvency Act 1986 and other applicable laws) provided that the Receiver may retain any money in his hands for so long as he thinks fit and PN2 may, without prejudice to any other rights PN2 may have at any time and from time to time, place and keep for such time as PN2 may think prudent any money received, recovered or realised under or by virtue of this Charge to or at a separate or suspense account to the credit either of the Company or as PN2 thinks fit without any immediate obligation on the part of

PN2 to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.

8.2. Subject to clause 8.1, any money received or realised by PN2 from the Company or a Receiver under this Charge or any administrator may be applied by PN2 to any item of account or liability or transaction in such order or manner as PN2 may determine.

9. Costs and Expenses

The Company shall pay or reimburse to PN2 on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by PN2 in enforcement of this Charge, which costs, charges and expenses shall form part of the Secured Liabilities.

10. Power of Attorney

- 10.1. The Company irrevocably appoints PN2 (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or Receivers, and in each case independently as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Charge or may be required or deemed proper in the exercise of any of rights or powers conferred on PN2 or any Receiver hereunder or otherwise for any of the purposes of this Charge.
- 10.2. The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under Clause 10.1.

11. Indemnity

- 11.1. PN2, every Receiver and every attorney, manager, agent, employee or other person appointed by PN2 or any such Receiver under or in connection with this Charge shall be and is hereby indemnified by the Company in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in them or him pursuant to the terms of this Charge (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the property, assets and rights hereby charged and PN2, any Receiver or any such other person may retain and pay all sums in respect of the same out of money received under the powers conferred by this Charge.
- 11.2. The indemnity under Clause 13.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of PN2 or the Receiver.

12. Notices

- 12.1. Any communication to be made under or in connection with this Charge shall be made in writing and, unless otherwise stated, may be made by fax or letter.
- 12.2. The address and fax number of PN2 for any communication or document to be made or delivered under or in connection with this Charge is Units 1-3 Spurryhillock Industrial Estate, Broomhill Road, Stonehaven, Kincardineshire, AB39 2NH and +44 (0)1569 766419 or any substitute address or fax number

as PN2 may notify to the Company by not less than five Business Days' notice.

- 12.3. The address of the Company for any communication or document under or in connection with this Charge is its registered office at the time such communication or document is made or delivered. The fax number of the Company for any communication or document to be made or delivered under or in connection with this Charge is the fax number most recently provided to PN2 by the Company.
- 12.4. Subject to clause 12.5, any communication made or document made or delivered by one person to another under or in connection with this Charge will only be effective:-
 - (a) if by way of fax, when received in legible form; or
 - (b) if by way of letter, when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.
- 12.5. Any communication or document to be made or delivered to PN2 will be effective only when actually received by PN2.

13. Further Assurance

The Company (at its own cost) will on demand in writing by PN2 execute and deliver (in such form as PN2 may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as PN2 may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Charge or for facilitating the realisation of the Assets charged by this Charge or the exercise of any rights of PN2 under this Charge.

14. Miscellaneous

- 14.1. If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.
- 14.2. No failure or delay by PN2 in exercising any right or remedy under this Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.
- 14.3. A certificate by any duly authorised officer of PN2 as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Company.
- 14.4. PN2 may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Charge (or all or any of its rights under this Charge) and/or any of its obligations under this Charge to any person. The Company may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Charge or all or any of its rights under this Charge without the prior written consent of PN2.

15. Definitions

15.1. In the interpretation of this Charge:-

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

"Business Day" means a day (other than a Saturday or Sunday) when banks are open for over-the-counter business in Edinburgh and London;

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor;

"Properties" means at any time the heritable, freehold or leasehold properties of the Company at that time or any of them as the context requires;

"Receiver" means a receiver or administrative receiver appointed pursuant to this Charge in respect of the Company or over all or any of the Assets;

"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to PN2 by the Company, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in PN2.

15.2. References to:-

- 15.2.1. statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 15.2.2. "control" of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;
- 15.2.3. "including" shall not be construed as limiting the generality of the words preceding it;
- 15.2.4. any term or phrase defined in the Companies Act 1985 or 2006 (as amended from time to time) shall bear the same meaning in this Charge;
- 15.2.5. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 15.2.6. this Charge and to any provisions of it or to any other document referred to in this Charge shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 15.2.7. 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;
- 15.2.8. any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 15.2.9. clause headings are for ease of reference only and are not to affect the interpretation of this Charge;

- 15.2.10. a "fixed security" are to be construed in accordance with the terms of Section 486 of the Companies Act 1985.
- 15.3. The use of bold type shall be ignored in the construction of this Charge.

16. Consent to Registration

The Company consents to the registration of this Charge and of the certificate referred to in Clause 14.3 above for preservation and execution.

17. Governing Law

This Charge shall be governed by and construed according to Scots law.

IN WITNESS WHEREOF this Charge consisting of this and the 8 preceding pages is executed as follows:-

They are subscribed for and on behalf of OILFIELD MACHINERY LIMILED as undernoted:-				
Myle	Witness	Ando		
Director / /)	Full Name	JOHN CHARLES PLENDERIEAT		
at hbely equ				
0 4 4110 4415	Address	24 lise steget		
On 3 1 AUG 2016		ABELDEEN ABIDIUM		
They are subscribed for and on behalf of Policetor At ARER 220 On 31 (8 (6	OLYMER N Witness Full Name Address	JOY BRUCE MITCHELL JOHNSTONE HOUSE 52-54 ROSE ST., ASERGEEN		