

M

CHFP041

COMPANIES FORM No. 466(Scot)

COMPANIES HOUSE

FEE PAID

EDINBURGH

038933/6234

466

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

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

Please do not
write in
this margin

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

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

3

SC403892

Name of company

*Dunwilco(1712) Limited (the **Chargor**)

* insert full name
of company

Date of creation of the charge (note 1)

29 February 2012

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 **Charge**)

Names of the persons entitled to the charge

NBGI Private Equity (Tranche II) LP as agent and security trustee for the
Secured Parties (the **Security Trustee**)

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be
from time to time while the Charge is in force comprised in the property
and undertaking of the Chargor (the **Charged Assets**).

Presenter's name address and
reference (if any):

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
Ref: NBG001.0003

For official use (05/2009)

Charges Section

Post room

WEDNESDAY



S14NUZ5V

SCT

14/03/2012

#49

COMPANIES HOUSE

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

Please do not
write in
this margin

NBGI Private Equity (Tranche II) LP, 1 Royal Plaza, Royal Avenue, Guernsey
GY1 2HL (registered in Guernsey with number 1511) as security trustee and
Original NBGI Noteholder

Keith Moorhouse, 20 Charleston Way, Cove Bay, Aberdeen, AB12 3FA

The Companies

See paper apart for definitions

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

Date(s) of execution of the instrument of alteration

29 February 2012

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

1.1 So long as the NBGI Liabilities and the Management Liabilities are outstanding no Obligor shall create or allow to exist any Security over any of its assets for, or any guarantee for or in respect of, any of the NBGI Liabilities or the Management Liabilities except:

1.1.1 pursuant to the Security Documents; or

1.1.2 in favour of the Security Trustee for the benefit of all the Secured Parties; or

1.1.3 with the prior written consent of each Loan Note Holder.

1.2 Each NBGI Note Holder covenants with each Management Note Holder that, so long as the Management Liabilities are outstanding, it shall not:

1.2.1 allow to exist or receive the benefit of any Security or receive the benefit of any guarantee, from any person in respect of the NBGI Liabilities except:

(a) pursuant to the Security Documents; or

(b) in favour of the Security Trustee for the benefit of all the Secured Parties; or

(c) with the prior written consent of each Loan Note Holder;

Continued on the continuation page

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

Please do not
write in
this margin

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

1. The Loan Note Holders each consent to the creation of the Security pursuant to the terms of the Security Documents.
2. The Loan Note Holders and the Obligors each agree that the NBGI Liabilities and the Management Liabilities rank pari passu and pro rata without any preference between them.
3. The Loan Note Holders and the Obligors each agree that the Security created pursuant to the Security Documents will rank and secure the NBGI Liabilities and the Management Liabilities on a pari passu and pro rata basis without any preference between them.
4. Nothing in the Deed shall affect the status of the Security Documents as continuing security, nor shall the ranking of the Security in Clause 3 be affected by any act, omission, transaction, limitation, matter, thing or circumstance whatsoever which but for this provision might operate to affect the relative priorities of the Security constituted by the Security Documents, including, but not limited to:
 - 4.1 the respective date (or dates) on which monies may be, or have been, advanced or become owing or payable under a Loan Note Document or secured under a Security Document;
 - 4.2 any fluctuation from time to time in the amount of the NBGI Liabilities or the Management Liabilities and in particular, without limitation, any reduction to nil of the NBGI Liabilities or the Management Liabilities;
 - 4.3 the appointment of any liquidator, Receiver, administrator or other similar officer either in respect of any Obligor or over all or any part of an Obligor's assets; or
 - 4.4 any amendment or supplement to, or variation of, any Loan Note Document.

See paper apart for definitions

Continued Over

COM466/3

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

Please do not
write in
this margin

1.2.2 take, or omit to take, any action which may impair the ranking or the subordination set out in the Deed.

1.3 Each Management Note Holder covenants with each NBGI Note Holder that, so long as the NBGI Liabilities are outstanding, it shall not:

1.3.1 allow to exist or receive the benefit of any Security or receive the benefit of any guarantee, from any person in respect of the Management Liabilities except:

(a) pursuant to the Security Documents; or

(b) in favour of the Security Trustee for the benefit of all the Secured Parties; or

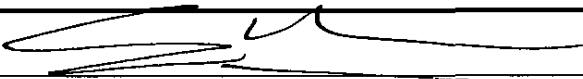
(c) with the prior written consent of each Loan Note Holder;

1.3.2 take, or omit to take, any action which may impair the ranking or the subordination set out in the Deed.

See paper apart for definitions.

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

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

Signed  Date _____
On behalf of [company] [chargee] †

† delete as
appropriate

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 466(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, 139 Fountainbridge, Edinburgh, EH3 9FF. DX 235 Edinburgh or LP - 4 Edinburgh 2

This is the Paper Apart relating to Form 466 registered on behalf of Dunwilco (1712) Limited in respect of a bond and floating charge dated 29 February 2012

Definitions

Companies means the Chargor, ATR Holdings Limited (Company Number SC305588), Aberdeen Tool Rental Limited (Company Number SC153427), ATR Plant Services Limited (Company Number SC221515), ATR Lifting Services Limited (Company Number SC338730), ATR Overseas Limited (Company Number SC317260);

Deed means the intercreditor and security trust deed dated 29 February 2012 between the Security Trustee, the Original NBGI Noteholder, the Original Management Noteholder and the Companies;

Floating Charge means a bond and floating charge dated on or around the date of the Deed granted by each Obligor in favour of the Security Trustee;

Guarantee means the guarantee and indemnity dated on or around the date of the Deed granted by each Obligor in favour of the Security Trustee;

Liabilities means all present and future monies, obligations or liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever);

Loan Note Holder means the Management Note Holders and the NBGI Note Holders;

Management Liabilities means the Liabilities of each Obligor to any Secured Party under any Management Loan Note Document together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any Management Loan Note Document or any other document evidencing or securing any such liabilities;

Management Loan Note Document means:

- a) the Management Loan Note Instrument;
- b) the Security Documents;
- c) the Deed;
- d) the Senior Intercreditor Agreement,

and any other document designated as a "Management Loan Note Document" by the Security Trustee and any Obligor;

Management Loan Note Instrument means the loan note instrument entered into by the Chargor dated on or around the date of the Deed, relative to the issue of up to £110,005 12% fixed rate secured loan notes 2020 by the Chargor as such instrument is amended, supplemented, restated, novated and replaced from time to time (including, without limitation, any amendment, supplement, restatement, novation or replacement entered into to increase the principal indebtedness under the Management Loan Note Instrument);

Management Loan Notes means the loan notes issued by the Chargor under the Management Loan Note Instrument;

Management Note Holders means the Original Management Noteholder and each other person who holds Management Loan Notes from time to time;

NBGI Loan Note Document means:

- a) the NBGI Loan Note Instrument;
- b) the Security Documents;
- c) the Deed;
- d) the Senior Intercreditor Agreement,

and any other document designated as an "NBGI Loan Note Document" by the Security Trustee and any Obligor;

NBGI Loan Note Instrument means the loan note instrument entered into by the Chargor dated on or around the date of the Deed relative to the issue of up to £10,005,056 fixed rate secured loan notes 2020 by the Chargor as such instrument is amended, supplemented, restated, novated and replaced from time to time (including, without limitation, any amendment, supplement, restatement, novation or replacement entered into to increase the principal indebtedness under the NBGI Loan Note Instrument);

NBGI Loan Notes means the loan notes issued by the Chargor under the NBGI Loan Note Instrument;

NBGI Note Holders means the Original NBGI Noteholder and each other person who holds NBGI Loan Notes from time to time;

NBGI Liabilities means the Liabilities of each Obligor to any Secured Party under any NBGI Loan Note Document together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any NBGI Loan Note Document or any other document evidencing or securing any such liabilities;

Obligors means the Companies (each an **Obligor**);

Original Management Noteholder means Keith Moorhouse of 20 Charleston Way, Cove Bay, Aberdeen AB12 3FA;

Original NBGI Noteholder means NBGI Private Equity (Tranche II) LP (registered in Guernsey with number 1511);

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Assets;

Secured Parties means the Security Trustee, the NBGI Note Holders and the Management Note Holders and **Secured Party** means any of them;

Secured Liabilities shall have the meaning given to it in each Floating Charge or in any other Security Document;

Security 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;

Security Documents means:

- a) each Floating Charge;
- b) the Guarantee; and
- c) each other document creating Security in favour of the Security Trustee in respect of the Secured Liabilities or designated by the Obligors and the Security Trustee as a Security Document;

Senior Intercreditor Agreement means the Intercreditor Agreement dated on or around the date of the Deed among Clydesdale Bank plc, the Security Trustee and each Guarantor (as defined therein).



FILE COPY

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

COMPANY NO. 403892

CHARGE NO. 3

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 29 FEBRUARY 2012

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 14 MARCH 2012

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 29
FEBRUARY 2012

BY DUNWILCO (1712) LIMITED

IN FAVOUR OF
NBGI PRIVATE EQUITY (TRANCHE II) LP

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 15 MARCH 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES