



Registration of a Charge

Company name: **ATR OFFSHORE GROUP LIMITED**

Company number: **SC403892**



X5COP3M1

Received for Electronic Filing: **04/08/2016**

Details of Charge

Date of creation: **27/07/2016**

Charge code: **SC40 3892 0010**

Persons entitled: **CAPITA TRUST COMPANY LIMITED (AS SHARES SECURITY AGENT)**

Brief description:

Contains fixed 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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 403892

Charge code: SC40 3892 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th July 2016 and created by ATR OFFSHORE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2016 .

Given at Companies House, Edinburgh on 5th August 2016

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



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

(1) ATR OFFSHORE GROUP LIMITED

in favour of

(2) CAPITA TRUST COMPANY LIMITED
(AS SHARES SECURITY AGENT)

SHARE PLEDGE
Re shares in ATR Holdings Limited


Pinsent Masons

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SHARE PLEDGE by

- (1) **ATR OFFSHORE GROUP LIMITED** incorporated in Scotland (Registered Number SC403892) whose registered office is at Blackwood House, Union Grove Lane, Aberdeen, United Kingdom, AB10 6XU (the "Pledgor")

in favour of

- (2) **CAPITA TRUST COMPANY LIMITED** incorporated in England (Registered Number 0239726) whose registered office is at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU acting through its principal office at 4th Floor, 40 Dukes Place, London, EC3A 7NH as Shares Security Agent under and as defined in the Facilities Agreement and its successor(s) as such Shares Security Agent (the "Shares Security Agent")

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security unless the context requires otherwise:-

"Additional Shares"	means any shares in the Company (other than the Existing Shares) including any such shares comprised in Related Rights, at any time hereafter beneficially owned by the Pledgor
"Appropriated Value(s)"	means the value(s) at which the Pledged Assets are appropriated (in whole or part) in or towards payment or satisfaction of the Secured Obligations pursuant to Clause 6.1.2
"Company"	means the company specified in Part 1 of the Schedule
"Declared Default"	means an Event of Default in respect of which any notice has been issued or rights exercised by the Agent pursuant to Clause 26.19 (<i>Acceleration</i>) of the Facilities Agreement
"Default Rate"	means the rate of interest specified in Clause 12.3 (<i>Default Interest</i>) of the Facilities Agreement
"Existing Shares"	means the shares in the Company specified in columns 5 and 6 of Part 1 of the Schedule
"Facilities Agreement"	means the senior term loan and revolving facilities agreement dated on or around the date of this Security entered into among the Pledgor and others (as Borrowers and Guarantors), Wells Fargo Bank, N.A., London Branch, HSBC Bank plc and Clydesdale Bank plc as Arrangers and Original Lenders, Wells Fargo Bank International as Agent, Wells Fargo Trust Corporation Limited as Principal Security Agent and the Shares Security Agent as amended, supplemented, novated, extended or restated from time to time;
"Pledged Assets"	means the Existing Shares, the Additional Shares and the Related Rights
"the Regulations"	means the Financial Collateral Arrangements (No 2) Regulations 2003

"Related Rights"	means all dividends, interest, distributions and other rights of whatever nature now or hereafter payable on or arising or accruing in respect of the Shares including, without limiting that generality, all shares or other securities (and dividends, interest, distributions and other rights relating thereto) offered or otherwise arising or accruing by way of redemption, bonus, substitution, exchange or otherwise in respect of the Shares
"Schedule"	means the Schedule annexed as relative to this Security
"Secured Obligations"	means all monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Pledgor to the Secured Parties under the Finance Documents;
"this Security"	means these presents, (including the Schedule) as amended, supplemented, novated, extended or restated from time to time
"Shares"	means the Existing Shares and the Additional Shares

1.2 Facilities Agreement definitions

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

1.3 Interpretation

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

1.4 Conflict

If there is any conflict between the provisions of this Security and the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail.

1.5 Acknowledgement

The Parties herein acknowledge that the Shares Security Agent is party to this Security solely to take the benefit of this Security. This Security does not impose any additional obligations and duties on the Shares Security Agent other than as expressly provided for in this Security. In the event of a conflict between the terms of this Security and the Facilities Agreement in relation to the duties and obligations of the Shares Security Agent, the terms of the Facilities Agreement shall prevail.

2. SECURITY

2.1 Payment

The Pledgor undertakes to the Shares Security Agent that it will pay and discharge the Secured Obligations when due for payment or discharge in accordance with the Facilities Agreement and the other Finance Documents.

2.2 Security

In security for the payment and discharge of the Secured Obligations the Pledgor hereby:-

- 2.2.1 pledges and assigns the Existing Shares and Related Rights to which it is entitled at the date hereof to the Shares Security Agent on the terms and conditions specified in this Security; and
- 2.2.2 undertakes to pledge and assign any Additional Shares and Related Rights to which it becomes entitled after the date hereof to the Shares Security Agent in accordance with the provisions of this Security and in substantially the same form as this Security (or such other form as the Shares Security Agent may approve).

2.3 **Transfer (Certificated Shares)**

In respect of Shares held in certificated form:-

- 2.3.1 promptly following execution of this Security, the Pledgor shall deliver to the Shares Security Agent a valid executed transfer or transfers of all Existing Shares so held in favour of the Shares Security Agent or its nominee, together with the relevant share certificate(s) and procure the registration of such Existing Shares in name of the Shares Security Agent or its nominee in accordance with the articles of association of the Company;
- 2.3.2 as soon as practicable thereafter, the Pledgor shall exhibit evidence satisfactory to the Shares Security Agent that the transfer of such Existing Shares to the Shares Security Agent or its nominee has been approved by the board of directors of the Company and/or registered in accordance with the articles of association, and deliver or procure the delivery to the Shares Security Agent of (a) share certificate(s) in name of the Shares Security Agent or its nominee in respect of such Existing Shares;
- 2.3.3 if the Pledgor becomes entitled to or acquires any Additional Shares so held, it shall promptly notify the Shares Security Agent and immediately on request by the Shares Security Agent transfer them to the Shares Security Agent or its nominee in accordance, *mutatis mutandis*, with the preceding provisions of this Clause 2.3; and
- 2.3.4 without prejudice to the provisions of Part 25 of the Companies Act 2006, this Security shall be deemed not to have been completed until Clauses 2.3.1 and 2.3.2 have been complied with to the satisfaction of the Shares Security Agent.

2.4 **Prohibition of other securities etc**

Unless otherwise agreed in writing by the Shares Security Agent or as permitted by the terms of the Facilities Agreement, the Pledgor shall not assign or create or permit any form of security, charge or encumbrance to arise over or otherwise deal with the Pledged Assets or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged.

3. **PROTECTION OF SECURITY**

3.1 **Continuing security**

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally paid and discharged.

3.2 **No prejudice**

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

3.3 **No waiver**

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

3.4 Severability

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

3.5 Non impairment

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

- 3.5.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Shares Security Agent may have now or in the future from or against the Pledgor or any other person in respect of any of the Secured Obligations; or
- 3.5.2 any failure, act or omission by the Shares Security Agent or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Pledgor or any other person in respect of the Secured Obligations; or
- 3.5.3 any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Facilities Agreement or other Finance Document; or
- 3.5.4 any grant of time, indulgence, waiver or concession to the Pledgor or any other person; or
- 3.5.5 any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Pledgor or any other person; or
- 3.5.6 any invalidity, illegality, unenforceability, irregularity or frustration of the Secured Obligations; or
- 3.5.7 any renumbering, redesignation, subdivision, consolidation, alteration or variation of the Shares; or
- 3.5.8 anything done or omitted to be done by the Shares Security Agent or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Pledgor under this Security.

3.6 Further assurance

The Pledgor shall promptly after being requested to do so by the Shares Security Agent do all such acts and things and execute and deliver all such documents as the Shares Security Agent may reasonably require for perfecting or protecting the security created by or pursuant to this Security in respect of the Pledged Assets or its priority or for facilitating the realisation or application of the Pledged Assets and the exercise of the rights, powers and discretions conferred on the Shares Security Agent under this Security.

3.7 New accounts

At any time after the Shares Security Agent has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security, charge or encumbrance over or affecting any part of the Pledged Assets or the proceeds of realisation, any Finance Party may open a new account or accounts with the Pledgor. If the relevant Finance Party does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made to the relevant Finance Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount covered by this Security.

4. POWER OF ATTORNEY

4.1 Appointment

The Pledgor hereby irrevocably appoints the Shares Security Agent as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:-

4.1.1 to do anything which the Pledgor is obliged to do (but has not done) under this Security including, without limitation, to execute further securities, transfers or assignments of and other instruments relating to and give instructions (in material or dematerialised form) in respect of the Pledged Assets; and

4.1.2 generally to exercise all or any of the rights, powers and discretions conferred on the Shares Security Agent in relation to the Pledged Assets under this Security.

4.2 Ratification

The Pledgor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Pledgor under this Clause 4.

4.3 Exercise of power

The appointment effected under Clause 4.1 (*Appointment*) shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing or if the Pledgor does not fulfil any of its obligations under Clause 3.6 (*Further assurance*) within three Business Days of notice from the Shares Security Agent to do so.

5. THE SHARES

5.1 Voting rights

5.1.1 The Pledgor shall be entitled to exercise the voting rights attaching to the Shares subject to and in accordance with the provisions of Clauses 5.1.2 to 5.1.4 below. Otherwise, such voting rights may be exercised by the Shares Security Agent as it thinks fit.

5.1.2 The Pledgor shall not be entitled to exercise the voting rights attaching to the Shares if a Declared Default has occurred.

5.1.3 The Pledgor shall not be entitled without the Shares Security Agent's prior written consent to exercise the voting rights attaching to the Shares in favour of any resolution for any of the following purposes:

- (a) the alteration of the memorandum or articles of association of the Company;
- (b) the issue of any shares in the Company;
- (c) the purchase or redemption by the Company of any of its own shares or the Company's giving financial assistance for the purpose of the acquisition of shares in the Company or its holding company;

- (d) the reduction of the share capital of the Company;
- (e) the winding up of the Company or the approval of any voluntary arrangement in relation to it; or
- (f) any other matter which in the Shares Security Agent's reasonable opinion might prejudice this Security or adversely affect the value of the Pledged Assets to a material extent.

5.1.4 If so requested by the Pledgor, the Shares Security Agent shall appoint or procure the appointment of the Pledgor as its proxy in respect of the Shares in accordance with the provisions of this Clause 5 but any such appointment shall (notwithstanding any express or implied term to the contrary) terminate and cease to have effect on the occurrence of a Declared Default and in relation to any matter falling within any of the provisions of Clause 5.1.3.

5.2 Dividends etc

- 5.2.1 Unless a Declared Default has occurred, the Shares Security Agent shall (subject always to Clause 5.2.2) account to the Pledgor for all dividends, interest and other distributions paid in respect of the Shares and shall if so requested by the Pledgor complete and deliver an appropriate dividend mandate or mandates.
- 5.2.2 After the occurrence of a Declared Default, the Shares Security Agent may retain all such dividends, interest and distributions and apply them in or towards settlement of the Secured Obligations on the same basis as proceeds under Clause 6 (*Enforcement*). If the Pledgor or any person on its behalf receives or obtains the benefit of any such dividends, interest or distributions after the occurrence of a Declared Default, it shall immediately pay over and account for the same to the Shares Security Agent.
- 5.2.3 The Shares Security Agent shall promptly pass on to the Pledgor all notices or other communications (or a copy thereof) it may receive from the Company in relation to the Shares but shall not be liable for any failure to do so.
- 5.2.4 Without prejudice to Clause 2.3.2, any shares or other securities comprised in Related Rights shall be issued to and registered in the name of the Shares Security Agent or its nominee, failing which the Pledgor shall forthwith transfer them to the Shares Security Agent or its nominee in accordance with Clause 2.3.3.

5.3 Calls etc

The Pledgor shall promptly pay any calls which may be made or meet any other obligations arising in respect of the Shares, failing which the Shares Security Agent may (but shall not be obliged to and shall not be liable for any failure to do so) make the relevant payments or meet such obligations, the amount of which shall be repayable by the Pledgor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

6. ENFORCEMENT

6.1 Powers

At any time after the occurrence of an Event of Default which is continuing, the Shares Security Agent shall be entitled:-

- 6.1.1 without notice to the Pledgor, either in its own name or in the name of the Pledgor or otherwise and in such manner and upon such terms and conditions as it thinks fit:-
 - (a) to sell, transfer, assign or otherwise dispose of the Pledged Assets by public or private sale with or without advertisement in such manner and on such terms

and conditions as the Shares Security Agent may consider expedient, and apply the proceeds in or towards payment or satisfaction of the Secured Obligations; and

- (b) generally, without prejudice to the other provisions of this Clause 6, to exercise all the rights powers and discretions in respect of the Pledged Assets it would be entitled to exercise if it were the absolute owner of the Pledged Assets, and to do all acts and things it may consider necessary or expedient for the realisation of the Pledged Assets and the application of the proceeds in or towards payment or satisfaction of the Secured Obligations, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on the Shares Security Agent under this Security, and/or

6.1.2 to the extent that the Regulations apply, to appropriate the Pledged Assets (in whole or part) in or towards satisfaction of the Secured Obligations at such value(s) (the "**Appropriated Value(s)**") as the Shares Security Agent may reasonably determine: the Pledgor agrees that this is a commercially reasonable method of valuation for these purposes: the Shares Security Agent shall notify the Pledgor of such appropriation, and the relevant Appropriated Value(s), as soon as reasonably practicable after it has taken place.

6.2 Application of proceeds

All monies realised and/or all Appropriated Value(s) resulting from the enforcement of this Security shall (subject to Clause 6.3 (*Monies on suspense account*)) be applied by the Shares Security Agent in the following order:-

- 6.2.1 in or towards payment or satisfaction of all fees, costs and expenses incurred by the Shares Security Agent under or in connection with this Security; and
- 6.2.2 thereafter, in or towards payment or satisfaction of the remaining Secured Obligations in accordance with Clause 33.7 (*Order of application*).

6.3 Monies on suspense account

Nothing in this Security shall limit the right of the Shares Security Agent (and the Pledgor acknowledges that the Shares Security Agent is so entitled) if and for so long as the Shares Security Agent in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts bearing interest at commercial rates without an obligation on the Shares Security Agent to look for an account with the highest interest rates (which may be an account or accounts with the Shares Security Agent), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations provided that if the aggregate of such monies so placed to the credit of such suspense account or accounts shall equal or exceed the Secured Obligations, the Shares Security Agent shall, subject always to Clause 7 (*Discharge*), forthwith apply the same towards settlement of the Secured Obligations.

6.4 Balance

The rights powers and discretions conferred on the Shares Security Agent under this Clause 6 are subject only to its obligation to account to the Pledgor or any other person entitled thereto for any balance of the Pledged Assets or their proceeds or an amount equal to any balance of Appropriated Value(s), remaining after the Secured Obligations have been fully and unconditionally paid or satisfied.

6.5 Third parties

- 6.5.1 No purchaser from or other person dealing with the Shares Security Agent or its nominee in relation to the Pledged Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by it hereunder has become exercisable,

whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.

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

7. DISCHARGE

7.1 Discharge

Upon the irrevocable and unconditional payment and discharge, in full, of the Secured Obligations or, if so agreed by the Shares Security Agent, at any other time, the Shares Security Agent shall at the Pledgor's request, and at its expense, discharge this Security. Any payment, realisation or appropriation in respect of the Secured Obligations which in the reasonable opinion of the Shares Security Agent is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably effected until the expiry of the period during which it may be challenged on any such ground.

7.2 Avoidance of payments

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

7.3 Retention of Security

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

8. LIABILITY OF SHARES SECURITY AGENT

The provisions of Clause 30.26 (*Exclusion of the Security Agent's Liability*) of the Facilities Agreement shall apply to this Security *mutatis mutandis* as if set out in full herein.

9. MISCELLANEOUS

9.1 Non compliance by Pledgor

If the Pledgor fails to make any payment or fulfil any obligation due by it under or pursuant to this Security within 10 Business Days of the due date for such payment or fulfilment, the Shares Security Agent shall be entitled (but shall not be obliged to and shall not be liable or any failure to do so) to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Pledgor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

9.2 **Assignment**

9.2.1 The Shares Security Agent may at any time (without notice or consent) assign the benefit of this Security or any of its rights or obligations hereunder in accordance with the Facilities Agreement.

9.2.2 The Pledgor may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder.

9.3 **Certificate**

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

9.4 **Entire agreement**

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

9.5 **Non-reliance**

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

10. **NOTICES**

The provisions of Clause 36 (Notices) of the Facilities Agreement shall apply to any notices issued under this Security.

11. **GOVERNING LAW**

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

IN WITNESS WHEREOF these presents consisting of this and the 8 preceding pages and the Schedule are executed as follows:

SUBSCRIBED for and on behalf of
ATR OFFSHORE GROUP LIMITED

at ABERDEEN
on the 27 day
of JULY 2016
by [Signature]

Director

ELIAN LEASK Full Name

before this witness

[Signature] Witness

ANDREW LYNDON Full Name

BLACKWOOD HOUSE, LONDON GLOVE Address
CANE ABERDEEN AB10 6RU.

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SCHEDULE

This is the Schedule referred to in the foregoing Share Pledge by ATR Offshore Group Limited in favour of Capita Trust Company Limited as Shares Security Agent

PART 1

THE COMPANY AND THE EXISTING SHARES

Name of Company (1)	Registered Number (2)	Issued Share Capital (3)	Class and nominal value of Existing Shares (4)	Number of Existing Shares (5)
ATR Holdings Limited	SC305588	243,658 A ordinary shares of £1 each	A ordinary shares of £1 each	243,658
ATR Holdings Limited	SC305588	4,573,222 ordinary shares of £1 each	Ordinary shares of £1 each	4,573,222
ATR Holdings Limited	SC305588	100 preference shares of £1 each	Preference shares of £1 each	100