



Registration of a Charge

Company name: **RIGMAR GROUP (HOLDINGS) LIMITED**

Company number: **SC483951**

Received for Electronic Filing: **13/12/2016**



X5LRXXDP

Details of Charge

Date of creation: **07/12/2016**

Charge code: **SC48 3951 0002**

Persons entitled: **KEITH WILFRED NELSON**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **JOHN KENNEDY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 483951

Charge code: SC48 3951 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th December 2016 and created by RIGMAR GROUP (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2016 .

Given at Companies House, Edinburgh on 14th December 2016

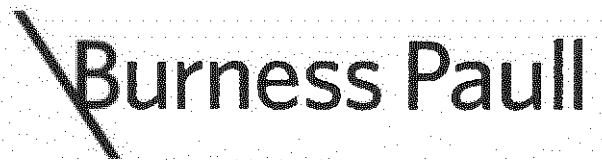
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House

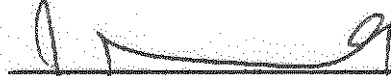


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Certified a true copy

Aberdeen 07/12/16


for and on behalf of Burness Paul LLP

RIGMAR GROUP (HOLDINGS) LIMITED
as Chargor

in favour of

KEITH WILFRED NELSON
as the Noteholder

BOND AND FLOATING CHARGE

This Bond and Floating Charge is subject to the terms of an intercreditor deed entered into on or around the date of this Bond And Floating Charge between (1) Clydesdale Bank plc, (2)Rimar Group (Holdings) Limited, (3) Lionel Midco Limited, (4) Lionel Bidco Limited, (5) Interocean Marine Services Limited, and (6) Rigmar Services Limited.

INDEX

Clause No.	Heading	Page No.
1	DEFINITIONS AND INTERPRETATION	1
2	BOND	3
3	FLOATING CHARGE	3
4	NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE	3
5	REPRESENTATIONS AND WARRANTIES	4
6	SET-OFF	5
7	ENFORCEMENT	5
8	OFFICE OF RECEIVER	7
9	APPLICATION OF ENFORCEMENT PROCEEDS	7
10	PROTECTION OF SECURITY	8
11	FURTHER ASSURANCE	10
12	MANDATE AND ATTORNEY	10
13	EXPENSES AND INDEMNITY	10
14	NOTICES	11
15	GOVERNING LAW AND JURISDICTION	11
16	CONSENT TO REGISTRATION	12
	THE CHARGOR	12

BOND AND FLOATING CHARGE

by

- (1) **RIGMAR GROUP (HOLDINGS) LIMITED**, a company incorporated under the Companies Act 2006 with registered number SC483951 and having its registered office at Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, Aberdeenshire, United Kingdom, AB10 1DQ (the “**Chargor**”)

in favour of

- (2) **KEITH WILFRED NELSON**, 8 Bernham Park, Stonehaven, Kincardineshire, Scotland, AB39 2WE (the “**Noteholder**”)

CONSIDERING THAT:

- (i) the Chargor has issued the Notes to the Noteholder pursuant to the Loan Note Instrument;
- (ii) it is a condition of the Loan Note Instrument that the Chargor grants to the Noteholder this bond and floating charge constituted by this Instrument.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:

“**Acceleration Event**” means any event or circumstance which causes the Notes to become immediately repayable pursuant to Clause 7 (*Accelerated Repayment*) of the Loan Note Instrument;

“**Administrator**” means any administrator of the Chargor appointed pursuant to this Instrument;

“**Insurances**” means the Chargor’s interest in all contracts and policies of insurance which are from time to time taken out or effected by or on behalf of the Chargor in connection with the Secured Assets;

“**Legal Reservations**” means:-

- a) The principle that equitable remedies may be granted or refused at the discretion of the court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

- b) The time barring of claims under applicable limitation legislation, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of counter-claim;
- c) Similar principles, rights and defences under the laws of any other relevant jurisdiction; and
- d) Any other matters which are customarily set out as qualifications or reservations as to matters of law of general application in a legal opinion typically given in respect of a document such as this Instrument;

“Loan Note Instrument” means a loan note instrument constituting £1,300,000 of 6.5% fixed rate secured loan notes granted by the Chargor and dated on or around the date of this Instrument;

“Notes” means the loan notes constituted by the Loan Note Instrument registered in the name of any Noteholder;

“Perfection Requirements” means the requirement under the Companies Act 2006 that a completed form MR01 including particulars of this Instrument, together with the relevant registration fee of £23.00, be delivered to Companies House within 21 days after the date of creation of the charge created by this Instrument;

“Receiver” means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Instrument, pursuant to any statute, by a court or otherwise) and includes joint receivers;

“Secured Assets” means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Chargor; and

“Secured Liabilities” means all present and future obligations and liabilities of the Chargor to the Noteholder under the Loan Note Instrument, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Noteholder.

1.2 Construction

1.2.1 Capitalised terms defined in the Loan Note Instrument have, unless expressly defined in this Instrument, the same meaning in this Instrument.

1.2.2 The provisions of Clause 1.2 of the Loan Note Instrument apply to this Instrument as though they were set out in full in this Instrument except that references to the Loan Note Instrument are to be construed as references to this Instrument.

- 1.2.3 The term this “**Security**” means any security created by this Instrument.
- 1.2.4 A reference to any asset, unless the context otherwise requires, includes any present and future asset.
- 1.2.5 If the Noteholder considers that an amount paid to him or a Receiver is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.
- 1.2.6 Unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of sale of that Secured Asset.
- 1.2.7 This Instrument is subject to the terms of the Intercreditor Deed.

2 BOND

- 2.1 The Chargor undertakes to the Noteholder that it will pay or discharge to the Noteholder all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).
- 2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Instrument which is accordingly a qualifying floating charge.

3 FLOATING CHARGE

The Chargor as security for the payment and discharge of all the Secured Liabilities hereby grants in favour of the Noteholder a floating charge over the Secured Assets.

4 NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

- 4.1 The Chargor agrees that it shall be prohibited from granting or creating subsequent to the date of execution of this Instrument any fixed security or any other floating charge over the Secured Assets or any part or parts of them, other than in favour of the Noteholder or in favour of another person and with the prior written consent of the Noteholder.
- 4.2 Any fixed security granted by the Chargor in favour of the Noteholder (whether before or after the date of execution of this Instrument) shall rank in priority to the security constituted by this Instrument.
- 4.3 In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 4.1 or with the consent of the Noteholder under

Clause 4.1 but with no written agreement of the Noteholder as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

5 REPRESENTATIONS AND WARRANTIES

5.1 The Chargor makes to the Noteholder the following representations and warranties (in each case subject to the Legal Reservations) on the date of this Instrument:

5.1.1 that the Chargor is duly registered or incorporated and validly existing with full power and authority and having all necessary consents to hold its assets and to conduct its business as presently conducted and as intended to be conducted in the future;

5.1.2 other than the Perfection Requirements, that no governmental or regulatory approval, filing or registration is required in order to give the Noteholder the full benefit of the security constituted by this Instrument over the Secured Assets;

5.1.3 that it has good cause and full power and competence to enter into and perform each of this Instrument and the Loan Note Instrument and that it has duly obtained any prior authority or approval which is necessary for it properly to do so;

5.1.4 that the choice of the laws of Scotland as the governing law of this Instrument and the choice of the laws of England and Wales as the governing law of the Loan Note Instrument will be recognised and enforced under the laws of its jurisdiction of incorporation;

5.1.5 that each of this Instrument and the Loan Note Instrument constitutes its legally valid and binding obligations which are enforceable in accordance with its terms; and

5.1.6 that the execution, delivery and performance by it of each of this Instrument and the Loan Note Instrument does not and will not violate, cause any default under or in any other way conflict with:

(a) any law or regulation applicable to it; or

(b) the constitutional documents of the Chargor; or

(c) any other agreement or instrument binding upon the Chargor.

5.2 The Chargor acknowledges that the Noteholder has entered into this Instrument and has subscribed for Notes in reliance on the representations and warranties set out in this Clause 5.

6 SET-OFF

Without prejudice to any of his other rights, remedies or powers, the Noteholder shall be entitled to hold all sums which are now or which may at any time hereafter be at the credit of any account or accounts in the name of the Chargor with the Noteholder as security for the Secured Liabilities and to apply without notice to the Chargor any such sums in and towards discharge of the Secured Liabilities. The Noteholder shall not be obliged to exercise his rights under this Clause 6, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which he is at any time otherwise entitled (whether by operation of law, contract or otherwise).

7 ENFORCEMENT

7.1 In addition to any statutory provisions concerning enforceability or attachment, this Security shall become enforceable upon and the Noteholder's powers of appointment and other rights and powers shall become exercisable at any time after:

- 7.1.1 the occurrence of an Acceleration Event which is continuing; or
- 7.1.2 the receipt of any request from the board of directors of the Chargor; or
- 7.1.3 the taking (or purported taking) by any person of any step towards the winding up or dissolution of the Chargor or towards the appointment of any administrator, trustee, administrative receiver, receiver, liquidator or the like to the Chargor or the whole or any part of its property

and the Noteholder may then (or as soon thereafter as permitted by law) by instrument in writing appoint any person or persons (if more than one with power to act both jointly and separately) to be an Administrator or (subject, if applicable, to Section 72A of the Insolvency Act 1986) a Receiver. In addition, and without prejudice to the foregoing provisions of this Clause 7.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Noteholder shall be entitled so to appoint another person as Receiver in his place.

7.2 An Administrator shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and a Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act 1986, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 together with (in either case) the power to exercise any powers or rights incidental to ownership of the Secured Assets, including (as regards shares and other securities) any voting rights or rights of enforcing the same together with power to:

- 7.2.1 implement and exercise all or any of the Chargor's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;
- 7.2.2 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Chargor;
- 7.2.3 promote or procure the formation of any new company or corporation;
- 7.2.4 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;
- 7.2.5 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Secured Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Chargor and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) for it, any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
- 7.2.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
- 7.2.7 convene an extraordinary general meeting of the Chargor;
- 7.2.8 acquire any property on behalf of the Chargor;
- 7.2.9 do all such other acts and things as he may consider necessary or desirable for protecting or realising the Secured Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Instrument and exercise in relation to the Secured Assets, or any part thereof, all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same and use the name of the Chargor for all and any of the purposes aforesaid,

subject always to the rights of the Noteholder as holder of this Security.

- 7.3 To the extent that any of the Secured Assets constitutes "financial collateral" and this Instrument and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "Regulations") the Noteholder shall have the right to appropriate all or any part of such

financial collateral in or towards discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the relevant accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of any shares, stocks, debentures, bonds or other securities or investments, the market price of such shares, stocks, debentures, bonds or other securities or investments determined by the Noteholder by reference to a public index or by such other process as the Noteholder may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Instrument shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

8 OFFICE OF RECEIVER

8.1 Any Receiver appointed under Clause 7 (Enforcement) shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act 1986) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for his remuneration and his costs, charges and expenses and the Noteholder shall not incur any liability for those (either to the Chargor or any other person) by reason of the Noteholder making his appointment as such Receiver or for any other reason whatsoever.

8.2 Any Receiver appointed under Clause 7 (Enforcement) shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Noteholder (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Liabilities and accordingly be secured on the Secured Assets under the floating charge constituted by this Instrument.

9 APPLICATION OF ENFORCEMENT PROCEEDS

9.1 All monies received by the Noteholder or any Receiver under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Noteholder under this Instrument, in the following order:

9.1.1 firstly, in or towards payment of all costs, charges and expenses of or incidental to the appointment of the Receiver and the exercise of all or any of

his powers, including his remuneration and all outgoings paid by and liabilities incurred by him as a result of such exercise;

9.1.2 secondly, in or towards satisfaction of the Secured Liabilities in such order as the Noteholder shall in his absolute discretion decide; and

9.1.3 thirdly, any surplus shall be paid to the Chargor or any other person entitled thereto.

9.2 Nothing contained in this Instrument shall limit the right of the Receiver or the Noteholder (and the Chargor acknowledges that the Receiver and the Noteholder are so entitled) if and for so long as the Receiver or the Noteholder, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

10 PROTECTION OF SECURITY

10.1 The security created by and any security interest constituted pursuant to this Instrument shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

10.2 The security created by and any security interest constituted pursuant to this Instrument shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Noteholder may now or at any time hereafter hold for all or any part of the Secured Liabilities.

10.3 No failure on the part of the Noteholder to exercise and no delay on his part in exercising any right, remedy, power or privilege under or pursuant to this Instrument or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver by the Noteholder of any breach of other terms of this Instrument, and any consent or approval given by the Chargor for the purposes of this Instrument, shall also be effective only if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is granted. The rights and remedies provided in this Instrument and any such other document are cumulative and not exclusive of any right or remedies provided by law.

10.4 Each of the provisions in this Instrument shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or

otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Instrument shall not in any way be affected or impaired by that occurrence.

10.5 If the Noteholder receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Secured Assets and/or the proceeds of sale(s) thereof, the Noteholder may open a new account or accounts in the name of the Chargor. If the Noteholder does not open a new account or accounts, he shall nevertheless be treated as if he had done so at the time when he receives or was deemed to have received notice and as from that time, all payments made to the Noteholder shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Instrument is security.

10.6 Neither the security created by, nor any security interest constituted pursuant to, this Instrument nor the rights, powers, discretions and remedies conferred upon the Noteholder by this Instrument or by law shall be discharged, impaired or otherwise affected by reason of:

10.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Noteholder being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Noteholder from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or

10.6.2 the Noteholder compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or

10.6.3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Chargor from the Secured Liabilities; or

10.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.

10.7 The Noteholder shall not be obliged, before exercising any of the rights, powers or remedies conferred upon him by or pursuant to this Instrument or by law, to:

10.7.1 take any action or obtain judgement or decree in any court against the Chargor; or

10.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or

10.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Noteholder, in respect of any of the Chargor's obligations under the Loan Note Instrument.

11 FURTHER ASSURANCE

The Chargor shall execute and do all such assurances, acts and things as the Noteholder may require for perfecting or protecting the security created by or pursuant to this Instrument over the Secured Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Noteholder or on any Receiver by this Instrument and shall in particular (but without limitation) promptly after being requested to do so by the Noteholder or any Receiver, execute all assignments and transfers (in favour of the Noteholder or any Receiver or to such nominee as either shall direct) of the Secured Assets which come into existence after the date of this Instrument and give all notices orders and directions which the Noteholder or any Receiver may think expedient for the purposes specified in this Clause 11.

12 MANDATE AND ATTORNEY

12.1 The Chargor hereby irrevocably appoints the Noteholder and any Receiver to be its mandatary and attorney for it and on its behalf and in its name or otherwise and as such to create or constitute any deed, or to make any alteration or addition or deletion in or to, any documents which the Noteholder or the Receiver may require for perfecting or protecting the title of the Noteholder or the Receiver to the Secured Assets or for vesting any of the Secured Assets in the Noteholder or the Receiver or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Noteholder or the Receiver on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Noteholder or the Receiver of all or any of the Secured Assets.

12.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatary or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 12.

13 EXPENSES AND INDEMNITY

13.1 The Chargor hereby agrees to pay to the Noteholder an amount equal to and to keep the Noteholder at all times fully indemnified against all liabilities, payments, losses and expenses (including, without limitation, those arising by reason of calls, instalments,

actions, claims, damages, costs and interest) that may arise or become due as a result of or in connection with:

13.1.1 any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and

(a) the Noteholder (or its nominee) having title to or control of the Secured Assets or any part thereof or establishing, maintaining and having control of, the Secured Assets;

(b) the performance of any function in relation to or the taking of any steps to attach, perfect or administer the security constituted or intended to be constituted under or pursuant to this Instrument;

(c) any act done or to be done under, pursuant to or in connection with Clause 11 (including, without limitation, the preparation, execution and (if required by the Noteholder) registration of any further instrument or document required under or pursuant to Clause 11);

(d) the preservation, defence, enforcement or attempted enforcement of any rights of the Noteholder under this Instrument; or

13.1.2 any default by the Chargor in the performance of any of its obligations expressed to be assumed by it in this Instrument.

14 NOTICES

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Loan Note Instrument and the terms of clause 20 (Notices) of the Loan Note Instrument shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

15 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Noteholder, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Noteholder to proceed against the Chargor in any other appropriate jurisdiction.

16 **CONSENT TO REGISTRATION**

A certificate signed by the Noteholder shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 11 pages are executed as follows and DELIVERED on 7 DECEMBER 2016:

THE CHARGOR

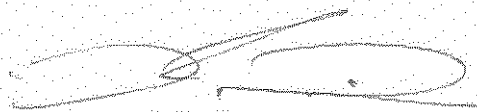
SUBSCRIBED for and on behalf of
the said RIGMAR GROUP
(HOLDINGS) LIMITED

at ABERDEEN

on 7 DECEMBER 2016

by JOHN ANDREW WILSON

Print Full Name

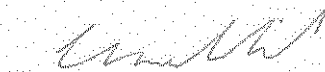


Director

before this witness

GRAEME JAMES HIRSH

Print Full Name



Witness

Address

UNION PLAZA

1 UNION WAY

ABERDEEN