M

CHWP000

COMPANIES FORM No. 466(Scot)

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

466

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

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

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number SC483951

Name of company

** insert full name of company*

* Rigmar Group (Holdings) Limited

Date of creation of the charge (note 1)

7 December 2016

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Bond and floating charge

Names of the persons entitled to the charge

Keith Wilfred Nelson

Short particulars of all the property charged

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 Chargor.

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

Burness Paull LLP
Union Plaza (6th Floor),
1 Union Wynd,
Aberdeen,
AB10 1DQ

For official use (02/06)
Charges Section | Post room

WEDNESDAY

S8259HIW
SCT 27/03/2019 #160
COMPANIES HOUSE

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

See Paper Apart, Part A

Please do not write in this margin

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

Date(s) of execution of the instrument of alteration

12 March 2019

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

N/A

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

See Paper Apart, Part B

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

N/A

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

N/A

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

Signed Burness Paull LLP As Agent Date 26 March 2019

On behalf of ~~[company]~~ ~~chargee~~□

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

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.

□ delete as appropriate

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

Paper Apart

This is the paper apart referred to in the foregoing form 466 in respect of **Rigmar Group (Holdings) Limited** (SC483951).

Part A

Names and addresses of the persons who have created the instrument of alteration

(A) **RIGMAR GROUP (HOLDINGS) LIMITED**, a company incorporated under the Companies Act 2006 (registered number SC483951) and having its registered office at Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, AB10 1DQ;

(B) **KEITH WILFRED NELSON**, whose registered address is at 3 The Views, Gallaton, Stonehaven, AB39 2TE.

Part B

A statement of the amount by which the amount secured by the floating charge has been increased

The "Company": means Rigmar Group (Holdings) Limited.

The "Creditor": means Keith Wilfred Nelson.

(1) The Company granted a floating charge in favour of the Creditor dated 7 December 2016 and registered with the Registrar of Companies on 13 December 2016 (the "Floating Charge").

(2) In clause 1.1 of the Floating Charge, the existing defined term "Loan Note Instrument" will be deleted and replaced with the following:

"Loan Note Instrument" means a loan note instrument constituting £2,741,170 of 6.5% fixed rate secured loan notes granted by the Chargor and dated 7 December 2016, as amended and restated on 9 October 2017 and as further amended and restated by resolution of the noteholders made on 12 March 2019.

(3) The parties acknowledge and irrevocably confirm that, from the last date of execution of the deed of amendment and confirmation of floating charge in which this form 466 relates to, the obligations of the Company under the Loan Note Instrument within the meaning of the new defined term fall within the definition of "Secured Liabilities" under the terms of the Floating Charge.

Certified a true copy
Aberdeen 26 March 2019
for and on behalf of Burness Paull LLP

Burness Paull

DEED OF AMENDMENT AND CONFIRMATION

in respect of

FLOATING CHARGE

By

RIGMAR GROUP (HOLDINGS) LIMITED

in favour of

KEITH WILFRED NELSON

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DEED OF AMENDMENT AND CONFIRMATION OF FLOATING CHARGE

PARTIES

(1) **RIGMAR GROUP (HOLDINGS) LIMITED**, a private company registered in Scotland with company number SC483951 and whose registered office is at Union Plaza, 6th Floor, 1 Union Wynd, Aberdeen, AB10 1DQ (the "**Company**"); and

(2) **KEITH WILFRED NELSON**, 3 The Views, Gallaton, Stonehaven, AB39 2TE (the "**Creditor**")

BACKGROUND

(A) The Company granted a floating charge in favour of the Creditor dated 7 December 2016 and registered with the Registrar of Companies on 13 December 2016 which was amended by a deed of amendment and confirmation dated 9 October 2017 (the "**Floating Charge**").

(B) The parties wish to make certain amendments to the Floating Charge.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this deed of amendment and confirmation (this "**Deed**"), unless the context otherwise requires.

1.1.1 terms defined in the Floating Charge, unless amended pursuant to this Deed or the context otherwise requires, shall have the same meanings when used in this Deed; and

1.1.2 the interpretation provisions set out in clause 1 of the Floating Charge shall apply to this Deed, unless otherwise amended by this Deed or the context otherwise requires.

2 AMENDMENTS TO THE FLOATING CHARGE

2.1 With effect from the last date of execution of this Deed (the "**Effective Date**"), the Floating Charge shall be amended as follows:

In clause 1.1 of the Floating Charge, the existing defined term "Loan Note Instrument" will be deleted and replaced with the following (the "**New Defined Term**"):

"**Loan Note Instrument**" means a loan note instrument constituting £2,741,170 of 6.5% fixed rate secured loan notes granted by the Chargor and dated 7 December 2016, as

amended and restated on 9 October 2017 and as further amended and restated by resolution of the noteholders made on 12 MARCH 2019;

2.2 The expression "**Loan Note Instrument**" when used in the Floating Charge shall be deemed to be a reference to "Loan Note Instrument" within the meaning of the New Defined Term.

3 EFFECT OF AMENDMENTS TO THE FLOATING CHARGE

3.1 The parties acknowledge and irrevocably confirm that, without prejudice to the foregoing, from the Effective Date, the obligations of the Company under the Loan Note Instrument within the meaning of the New Defined Term fall within the definition of Secured Liabilities.

3.2 From the Effective Date, references to the Floating Charge in any related documents shall be construed as references to the Floating Charge as amended by this Deed.

4 CONFIRMATION

4.1 The Company irrevocably confirms and agrees that:

4.1.1 subject only to the amendment to the Floating Charge made pursuant to this Deed, the Floating Charge remains in full force and effect;

4.1.2 the Floating Charge remains in full force and effect notwithstanding resolution of the noteholders referred to in the New Defined Term being entered into.

4.1.3 the Floating Charge extends to secure the payment and discharge of all the liabilities and obligations of the of the Company under the Loan Note Instrument within the meaning of the New Defined Term; and

4.1.4 all references in the Floating Charge to the obligations secured under it (howsoever defined or described), shall be treated as including references to the Loan Note Instrument within the meaning of the New Defined Term.

5 GOVERNING LAW AND JURISDICTION

5.1 This Deed shall be governed by and construed in accordance with the law of Scotland.

5.2 The parties agree that the courts of Scotland shall have exclusive jurisdiction to settling any disputes or claims arising from, or in connection with, this Deed.

IN WITNESS WHEREOF this deed of amendment consisting of this and the preceding 2 pages has been executed as follows:-

Signed for and on behalf of **RIGMAR GROUP (HOLDINGS) LIMITED** by its duly authorised signatory as follows:-

Director

JOHN ANDREW WILSON
Full name

12 MARCH 2014
Date of Signature

ABERDEEN
Place of Signature

Witness

STEVEN MARTIN KHAN
Full Name

Address Burness Paull LLP
Union Plaza
1 Union Wynd
Aberdeen AB10 1DQ

Signed by **KEITH WILFRED NELSON** as follows:-

KEITH WILFRED NELSON
Full name

12 MARCH 2014
Date of Signature

ABERDEEN
Place of Signature

Witness

STEVEN MARTIN KHAN
Full Name

Address Burness Paull LLP
Union Plaza
1 Union Wynd
Aberdeen AB10 1DQ