

M

CHFP041

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

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

* insert full name
of company

8

SC219765

Name of company

*Cosalt Offshore Limited (the **Chargor**)

Date of creation of the charge (note 1)

15 February 2013

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

TUESDAY



SCT

COMPANIES HOUSE

S23JAIM2

05/03/2013

#672

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

Centric SPV 1 Limited, 69 Park Lane, Croydon Surrey CR0 1JD (registered number 06441060) (**Centric**)

The Lender

The Obligor

The Security Obligors

See Paper Apart for definitions

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

15 February 2013

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

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 Priority

For the purposes of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) the Lender confirms for the benefit of Centric that the Centric Floating Charges have priority over the Lender's Floating Charges, notwithstanding the date or dates of creation of such floating charges.

2 Notice

Without prejudice to the priority accorded to the Centric Floating Charges at 1 above and insofar as the Lender's Floating Charges are prior floating charges within the meaning of paragraph 15 of schedule B1 to the Insolvency Act 1986, the Lender hereby irrevocably waives its right to receive any notice that Centric may be obliged to give in accordance with that paragraph and (subject to the other terms of the Intercreditor Deed) consents to the appointment of an administrator by Centric.

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

*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)*

N/A

Signed

On behalf of [company] [chargee] †

Date 5/3/2013

† 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 Paper Apart relating to Form 466 registered on behalf of Cosalt Offshore Limited in respect of a floating charge dated 15 February 2013

Definitions

Centric Floating Charges means the Bond and Floating Charges entered into by the Obligor and the Security Obligors in favour of Centric listed in part 1 of part 2 of the schedule to the Intercreditor Deed;

Intercreditor Deed means the instrument of alteration;

Lender's Floating Charge means the Bond and Floating Charges entered into by the Obligor and the Security Obligors in favour of the Security Trustee listed in part 2 of part 2 of the schedule to the Intercreditor Deed;

Lender means NBGI Private Equity (Tranche II) LP having its registered address at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey GY1 2HL acting by its investment manager NBGI Private Equity Limited;

Obligor means Cosalt Offshore (UK) Limited (registered number SC122818);

Security Obligors means the Chargor, Cosalt Offshore Holdings Limited (registered number SC442496) and Cosalt Offshore Group Limited (registered number SC442522);

Security Trust Deed means the security trust deed dated on or around the date of the Intercreditor Deed among the Security Trustee, the Obligor and each Security Obligor and the Lender;

Security Trustee means NBGI Private Equity (Tranche II) LP incorporated under the laws of Guernsey with registered number 1151 whose registered office is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey GY1 2HL, as agent and security trustee pursuant to the terms of the Security Trust Deed;



FILE COPY

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

COMPANY NO. 219765

CHARGE NO. 8

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 15 FEBRUARY 2013

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 5 MARCH 2013

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 15
FEBRUARY 2013

BY COSALT OFFSHORE LIMITED

IN FAVOUR OF
NBGI PRIVATE EQUITY (TRANCHE II) LP

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 6 MARCH 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES