

# MG01s

## Particulars of a charge created by a company registered in Scotland



SCT "S14LD7VD"  
13/03/2012 #52  
COMPANIES HOUSE  
COMPANIES HOUSE  
WWW.COMPANIESHOUSE.CO.UK

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



### What this form is for

You may use this form to register  
particulars of a charge created by a  
Scottish company.



### What this form is NOT for

You cannot use this form to register  
particulars of a mortgage or charge  
created by a company in England  
and Wales or Northern Ireland. To do  
this, please use form MG01.

1

### Company details

Company number S C 1 8 2 3 6 8

Company name in full Pelamis Wave Power Limited (the "Charging Company")

For official use  
14  
→ Filling in this form  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

2

### Date of creation of charge

Date of creation d2 d8 m0 m2 y2 y0 y1 y2

3

### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Deed of Confirmation (the "Deed") in respect of a Bond and Floating  
Charge (the "Floating Charge") created on 26 October 2011 and registered  
at Companies House on 27 October 2011 (the "Security Documents")

4

### Amount secured

Please give us details of the amount secured by the charge.

Amount secured

The Secured Obligations in respect of the Floating  
Charge means "all present and future obligations  
and liabilities (whether actual or contingent,  
whether owed jointly or severally, as principal,  
cautioner or surety, or in any other capacity  
whatsoever) of the Charging Company and any other  
Obligor to SE (and whether owing originally to SE  
or purchased or acquired by SE), except for any  
obligation or liability which, if it were so  
included, would result in the Floating Charge  
contravening any law".

Please see continuation sheet for definitions.

### Continuation page

Please use a continuation page if  
you need to enter more details.

# MG01s

Particulars of a charge created by a company registered in Scotland

## 5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

**Continuation page**  
Please use a continuation page if you need to enter more details.

Name Scottish Enterprise ("SE")

Address Atrium Court, 50 Waterloo Street, Glasgow

Postcode G 2 6 H Q

Name

Address

Postcode

## 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

**Continuation page**  
Please use a continuation page if you need to enter more details.

Short particulars

The Charging Company irrevocably and unconditionally confirms for the benefit of SE that:

- 2.1 the Security Documents and the security granted thereunder remain in full force and effect notwithstanding the entry into the Deed and the Restatement Agreement;
- 2.2 paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the Security Documents;
- 2.3 with effect on and from the date of the Deed, the Security Documents will be amended and supplemented by the Deed so that all references in the Finance Documents to the Security Documents shall include the Deed and this Deed shall be read as one with the Security Documents; and
- 2.4 with effect on and from the date of the Deed, any reference in any Finance Document to a Finance Document will include such Finance Document as amended, varied, supplemented, novated, restated or replaced from time to time.

Please see continuation sheet for definitions.

## MG01s

Particulars of a charge created by a company registered in Scotland

7

### Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>①</sup>

The Chargor shall not, without the prior written consent of SE, create or permit to exist any Fixed Security or floating charge over all or any part of the Charged Assets which ranks in priority to or equally with the Floating Charge except for any Fixed Security granted by the Charging Company in favour of SE.

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the Floating Charge so that the Floating Charge shall be a "qualifying floating charge" for the purposes of that paragraph.

Please see continuation sheet for definitions.

- <sup>①</sup> In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

#### Continuation page

Please use a continuation page if you need to enter more details.

# MG01s

Particulars of a charge created by a company registered in Scotland

8

## Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount

nil

9

## Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

## Signature ②

Please sign the form here.

Signature

Signature

X

For and on behalf of Maclay Murray & Spens LLP

X

### ② Signature

This form must be signed by a person with an interest in the registration of the charge.

# MG01s

Particulars of a charge created by a company registered in Scotland



## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name MNM/AKC/SCO/32/1458

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 E P

Country United Kingdom

DX ED137

Telephone 0131 228 7000



## Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



## Important information

Please note that all information on this form will appear on the public record.



## How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'



## Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

### 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

#### Short particulars

Terms defined in the Restatement Agreement have, unless expressly defined in this form MG01s, the same meaning when used in this form MG01s.

"Charged Assets" means the whole of the property, assets and undertaking (including uncalled capital) both present and future of the Charging Company.

"Encumbrance" means any standard security, mortgage, charge, assignation, pledge, lien or other security right whatsoever.

"Finance Document" means any agreement or letter from time to time setting out the terms of or constituting the Secured Obligations together with:

- (a) any guarantee; and
- (b) any document creating or conferring any Encumbrance;

which is in either case granted by any person in favour of SE in respect of the Secured Obligations.

"Fixed Security" shall have the meaning given to it in section 486 of the Companies Act 1985.

"Loan Agreement" means a loan agreement between the Charging Company and SE dated 14 and 26 October 2011 as amended, restated, varied or supplemented from time to time.

"Obligor" means any party to a Finance Document other than SE.

"Restatement Agreement" means the restatement agreement dated on or about the date of the Deed pursuant to which the Charging Company and SE have agreed to amend and restate the Loan Agreement.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

**COMPANY NO. 182368**

**CHARGE NO. 14**

**I HEREBY CERTIFY THAT A CHARGE CREATED BY PELAMIS  
WAVE POWER LIMITED**

**ON 28 FEBRUARY 2012**

**FOR SECURING ALL SUMS DUE OR TO BECOME DUE**

**IN FAVOUR OF SCOTTISH ENTERPRISE**

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 13 MARCH 2012**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 14 MARCH 2012**



*Companies House*  
— for the record —



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