106637/13

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

Laserform

A fee is payable with this form. Please see 'How to pay' on the last page.

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use form MR08.

For further information, please refer to our guidance at: www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompa court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. Th scanned and placed on the public record. **Do not send the original.**

WEDNESDAY

SCT *S4MVT7F7* 23/12/2015 COMPANIES HOUSE #147

1 Company details

Company number	S C 2 4 7 4 8 6
Company name in full	Blyth Utilities Limited

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 1 d 6 m 1 m 2 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	Santander UK plc (the "Bank")
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

N/A

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ **Yes**

☑ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☑ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☑ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X For and on behalf of Shepherd and Wedderburn LLP (acting for the Bank) X

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

MR01
Particulars of a charge

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. The contact information you give will be visible to searchers of the public record.

Contact name Andrew Kinnes (S0803.71)

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 9 G F

Country

DX 551970 Edinburgh 53

Telephone

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 instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

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 mortgage or charge filed on paper.

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 or email 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

FLOATING CHARGE (SCOTLAND)

BY

BLYTH UTILITES LIMITED

in favour of

SANTANDER UK plc

Dated 16 December 2015

We hereby certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this is a true copy of the original

Signed: .....

Date: 22 DECEMBER 2015

For and on behalf of Shepherd and Wedderburn LLP

WE, Blyth Utilities Limited a company incorporated under the Companies Acts (registered number SC247486) and having our registered office at Blyth House, Alva Industrial Estate, Alva, Clackmannanshire, FK12 5DQ in security of all sums and obligations already due or which may hereafter become due from time to time in any manner of way whatever by us to SANTANDER UK plc having its registered office at 2 Triton Square, Regent's Place, London, NW1 3AN do hereby grant in favour of the said Santander UK plc and its successors and assignees whomsoever (hereinafter together referred to as "the Bank"), a floating charge over the whole of the property which is, or may be from time to time while this instrument is in force, comprised in our property and undertaking including our uncalled capital for the time being, (all of which are hereinafter referred to as "our assets") and we hereby undertake and agree as follows; videlicet:-

First 1) Except as herein otherwise provided or as may hereafter be otherwise agreed in writing by the Bank, the floating charge hereby created shall rank in priority to any fixed security as defined in the Companies Act, 1985, or any statutory amendment or re-enactment thereof for the time being in force (which Act as so amended or re-enacted is hereinafter referred to as "the said Act") and any other floating charge, being a fixed security or floating charge which shall have been created by us after our execution hereof.

2) Without the previous consent in writing of the Bank we shall not be entitled or at liberty to create or grant any such fixed security or floating charge or any other security, mortgage or charge affecting our assets or any part thereof, heritable, immoveable or moveable, or to sell, dispose of or deal with otherwise than in the ordinary course of our business and for the purpose of carrying on the same, our book or other debts, securities for money or any other part of our assets, heritable, immoveable or moveable, declaring that the sale or assignation or other disposal of any such debts or securities in connection with the factoring or discounting thereof shall be deemed not to be in the ordinary course of our business.

3) In the event that we grant or create any fixed security or floating charge or other security interest in breach of the prohibition in Clause First 1) 2) above, the floating charge hereby created shall rank in priority to that fixed security or floating charge or other security interest.

4) Any such fixed security already subsisting in favour of the Bank or which may at any time hereafter be granted by us in favour of the Bank shall rank in priority to the floating charge hereby created.

5) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge hereby created.

Second During the subsistence of the floating charge hereby created we shall, on being so requested by the Bank in writing, forthwith grant in favour of the Bank a fixed security or securities in the usual form or forms adopted by the Bank over any immoveable property (including heritable property of whatever nature) wherever situated which may now or from time to time hereafter belong to us and/or a fixed security or fixed securities in the usual form or forms adopted by the Bank over any book or any other debts, securities for money, or any other moveable property, corporeal or incorporeal, which may now or from time to time hereafter belong or be owing to us.

Third That the security created by this instrument shall be a continuing security and shall extend to cover all sums and obligations which may be due by us from time to time to the Bank whether solely or jointly with any company, firm or other person, whether as principal or surety and whether actually or contingently, including without prejudice to the foregoing generality, sums and obligations for which we are or may become liable to the Bank upon any banking account anywhere operated upon by us or with our authority

and upon bills, promissory notes, letters of credit, guarantees and other documents of any kind, and all interest, discount, commission and banking charges arising thereon.

Fourth Subject and without prejudice to the provisions of Clause Ninth hereof, the said sums and obligations detailed in Clause Third hereof shall be repaid and satisfied by us to the Bank either upon demand (made by notice in writing sent by Recorded Delivery post to us at our registered office or place of business last known to the Bank) or in accordance with any separate agreement in writing entered into by us with the Bank providing for repayment or satisfaction otherwise than on demand, with the interest due thereon at the rate or rates charged and computed as may be provided in any such separate agreement or otherwise in accordance with the ordinary practice of the Bank from time to time (the Bank being entitled, subject and without prejudice to the provisions of any such separate agreement, to fix such rates of interest and alter the same from time to time and to accumulate the interest yearly, half-yearly or quarter-yearly in the option of the Bank) and also with all expenses and other charges of every kind and description, extrajudicial as well as judicial, which the Bank may incur.

Fifth A stated account made out from the books of the Bank and subscribed and attested by any officer of the Bank nominated by the Bank from time to time and certifying the gross amount of principal, interest, charges and expenses due by us to the Bank shall, with reference hereto, be sufficient without any other voucher or authority to constitute or ascertain from time to time the sum or sums, principal, interest, charges and expenses which may be or may become due by us to the Bank.

Sixth It shall be in the power of the Bank, at its own discretion and without consulting us, to transact or compromise with or give time to any of the parties on bills, promissory notes or other obligations without impairing or affecting our liability hereunder and the security created by this instrument shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security, immoveable or moveable, or guarantees or other obligations held by the Bank for any sums and obligations due or to become due by us to the Bank from time to time, it being always in the power of the Bank to sell, dispose of, surrender or abandon all or any part of such securities or the shares or property to which they relate or allow these to be sold, disposed of, surrendered or abandoned and to apply the same to any account or item of account or any transaction to which the same may be applicable or to give up, cancel or relinquish any of the said guarantees or other obligations and the obligations hereby undertaken by us shall remain in full force and effect in the same manner and to the extent as if no such securities or guarantees had ever existed.

Seventh 1) At all times during the subsistence of the security created by this instrument we shall keep all buildings, machinery, fixtures, fittings, vehicles, trade utensils and the like, which may from time to time form part of our assets in a good state of repair and in reasonable working order and condition and constantly insured against Loss or damage by fire and other similar risk, to the extent of their reinstatement value for the time being with such insurance company or companies as shall be approved by the Bank.

2) We shall likewise keep all raw materials, stock-in-trade, work-in-progress and moveable property belonging to us similarly insured.

3) All premiums necessary for such insurances shall be punctually paid by us and the receipt therefore exhibited to the Bank within eight days after the same shall have been demanded by the Bank.

4) No part of any buildings shall be pulled down or removed (without the previous consent in writing of the Bank) and nor shall any of the plant and machinery, fixtures, fittings, trade utensils and the like be severed, unfixed or removed except for the purpose of effecting necessary repairs thereto and further as and when any of the said plant and

machinery, fixtures, fittings, trade utensils and the like are destroyed, injured or in a state of deterioration we shall as soon as reasonably practical thereafter repair, replace and make good the same with plant and machinery, fixtures, fittings, trade utensils or the like of similar standard and character.

5) All moneys which may be received under or by virtue of any insurance policy or policies shall be applied by us in making good the loss or damage in respect of which such moneys may have been received or (in the option of the Bank and without prejudice to any obligation in the policy or policies of insurance or to any other obligation having priority to the obligations imposed by these presents) in discharge or reduction of the sums and obligations hereby secured.

6) In the event of our refusing or neglecting to keep in force such insurances or to produce (after demand) to the Bank the receipts for the premiums therefore, the Bank shall be entitled to effect such insurances as they may think proper over the said buildings and others and we shall within fourteen days after demand repay to the Bank the amount of such premiums so paid by the Bank together with interest thereon at the rate or rates aforesaid, from the date of demand until payment.

7) We shall not become cautioner, guarantor or surety for any person, firm or company and we shall not undertake any obligation to any third party which results in our right to recover or take payment of any monies due or which may become due to us from any one of our debtors being postponed or subordinated to the claims of such third party.

8) We shall promptly notify the Bank of our acquisition of any heritable, freehold or leasehold property and if required to do so by the Bank, deposit with the Bank during the continuance of the floating charge created by this Deed all deeds and documents of title relating to that property.

9) We shall notify the Bank immediately in the event of any creditor executing diligence against us, whether effectual or not, or presenting a petition for an administration or winding up order to be made in relation to us or any distress or execution is levied or enforced against us or any garnishee order is made and served in respect of any of our assets.

Eighth We shall not be entitled to let or grant leases or sub-leases or any other rights of occupancy or possession or use of the buildings or land forming part of our assets or any part thereof nor to create or confer any servitudes or way leaves or other rights against or affecting such buildings or land or any part thereof without having first obtained the consent thereto of the Bank in writing (which consent will not be unreasonably withheld in the case of leases, sub-leases, or any other rights of occupancy or possession or use of the buildings or land if the Bank is satisfied as to the character and financial standing of the proposed tenant, sub-tenant or occupier).

Ninth The sums and obligations due and to become due by us to the Bank as before mentioned shall, without any demand being made therefore, also fall to be repaid or satisfied to the Bank immediately upon the occurrence of any of the following events:-

a) on our failing to make payment to the Bank of any of the said sums and obligations due by us to the Bank on the due date for payment of same

b) on our ceasing to carry on our business or on the Bank having reasonable cause to believe that we are about to cease to carry on our business

c) on a petition being presented for the making of or upon the making of an administration order in relation to us

d) on a petition being presented or an order being made or a resolution being passed or a meeting being called for the purpose of passing a resolution for our winding up or liquidation, whether compulsory or voluntary

e) on a receiver of our assets or any part thereof or an administrator being appointed.

Tenth As at the date or dates upon which any of the said sums and obligations shall fail to be repaid or satisfied to the Bank as provided in Clauses Fourth and Ninth hereof respectively, or at any other time and from time to time thereafter, it shall be competent to the Bank in its opinion (1) to capitalise the interest, discount, commission and banking charges then accrued or outstanding and all sums of principal (including any such interest and others so capitalised) shall bear interest computed as aforesaid as well after as before any decree obtained by the Bank for the said sums and (2) if the Bank shall have more than one account for us in its Books, to transfer all or any part of a credit balance on any account to any other account then in debit and to do so without prior notice to us and subject only to thereafter notifying us of any such transfer having been made.

Eleventh 1) At any time after any of the said sums and obligations shall fail to be repaid or satisfied to the Bank as aforesaid or after the Bank shall have been requested by us in writing so to do, the Bank shall have power by instrument in writing to appoint any person or persons whether an officer or officers of the Bank or not to be a Receiver or Receivers of our assets and/or our Administrator, in each case in accordance with and to the extent permitted by applicable laws, and may in like manner appoint any person or persons to be a Receiver or Receivers or Administrator in place of any Receiver or Administrator removed by the Court or otherwise ceasing to act.

2) Every Receiver or Administrator appointed by the Bank shall be our agent and we shall be solely responsible for his acts or defaults and for his remuneration.

3) Every Receiver or Administrator so appointed shall have the powers conferred on Receivers and Administrators by the Insolvency Act 1986 in Scotland and, so far as not inconsistent with applicable law elsewhere, and in addition and without prejudice to these powers shall have power (i) to make any arrangement or compromise which he may think expedient and (ii) to make calls conditionally or unconditionally on our members in respect of our uncalled capital with the same powers as are by our Articles of Association conferred on our Directors in respect of calls and to the exclusion of our Directors' powers in this behalf.

Twelfth At any time after any of the said sums and obligations shall fail to be repaid or satisfied as aforesaid or after any power conferred by any fixed security or floating charge ranking in priority to the floating charge hereby created shall become exercisable, the Bank shall have power in their sole discretion to redeem or to procure the transfer to themselves of that fixed security or floating charge or any other fixed security or floating charge so ranking in priority and all sums paid by the Bank in consideration of such redemption or transfer shall be at our debit on current account and repayable by us as provided for other sums and obligations in Clauses Fourth and Ninth hereof and shall from the date of payment thereof by the Bank bear interest at the rate or rates charged and computed by the Bank as aforesaid.

Thirteenth We shall pay all costs, charges and expenses properly and reasonably incurred or to be incurred in the creation, registration, perfection, enforcement and assignation of this Deed. On complete repayment to the Bank of the said sums and complete satisfaction of the said obligations together with all interest thereon and charges and expenses in connection therewith, the Bank shall on our request and at our expense discharge the security created by this Instrument and, again at our request and at our expense,

discharge or release any other security granted by us to the Bank by virtue of Clause Second hereof and held by the Bank at the time.

Fourteenth — We consent to the registration hereof and of the aforesaid certificate for preservation and execution.

Fifteenth — This Deed shall be the property of the Bank.

Sixteenth — We irrevocably appoint the Bank (whether or not a Receiver or Administrator has been appointed) and also (as a separate appointment) the Receiver or Administrator severally as the attorney and attorneys of us, for us and in our name and on our behalf and as our act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required by the Bank under this Deed or in the exercise of any of its powers.

Seventeenth — We certify that the grant of this floating charge does not contravene any of the provisions of our Articles of Association.

Eighteenth — References to statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation.

Nineteenth — This Deed shall be governed by and construed according to the law of Scotland

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

Subscribed for and on behalf of the said Blyth Utilities Limited

all at (place) ....6 ALMONDVALE WAY, LIVINGSTON, EH54 6GA....

on (date) ....16/12/15....

Director .....[redacted].....(Signature)

Print Full Name.....JOHN MCMORROW.....

Witness .....[redacted].....(Signature)

Print Full Name.....DONNA HOGGAN.....

Address of Witness..[redacted]

Board Approval

I hereby certify that the execution of this Floating Charge was approved by a resolution of the Board of Directors of the Company properly passed on (date) ....16/12/15.....

Signed [redacted] (Director)

Signed [redacted] (Witness)

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 247486

Charge code: SC24 7486 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 16th December 2015 and created by BLYTH UTILITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2015.

Given at Companies House, Edinburgh on 7th January 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES