

MR01  
Particulars of a charge



Companies House

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](http://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 the charge is  
instrument. Use form MR02.

THURSDAY



SCT \*S2Z7JQQY\* 09/01/2014 #46  
COMPANIES HOUSE

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. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record.

**1 Company details**

Company number S C 3 0 1 1 8 8

Company name in full Spark Energy Limited

for official use  
→ **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 0 7 0 1 2 0 1 4

**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 Sir Timothy Noble

Name Claire Fletcher

Name Richard Burns

Name Robert Douglas Miller

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

8

**Trustee statement <sup>1</sup>**

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.

☐

<sup>1</sup> 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  
MBM Secretarial Services Limited

  
Director and duly authorised attorney

X

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

MR01

## Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

MBM Commercial LLP

Address

5th Floor

125 Princes Street

Post town

Edinburgh

County/Region

Postcode

E H 2 4 A D

Country

DX

403

Telephone

0131 226 8200

**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](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)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 301188

Charge code: SC30 1188 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th January 2014 and created by SPARK ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2014.

Given at Companies House, Edinburgh on 10th January 2014



**Companies House**



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

**BOND AND FLOATING CHARGE**

by

**SPARK ENERGY LIMITED**

in favour of

**SIR TIMOTHY NOBLE**

and

**LADY ELIZABETH NOBLE**

and

**CLAIRE FLETCHER**

and

**RICHARD BURNS**

and

**ROBERT DOUGLAS MILLER**

and

**JEAN KEMMIS-MATTERSON**

Dated 7 JANUARY 2014


Registered

At Edinburgh

Certified a true copy of the original

Date - 8 JAN 2014

Signed

  
STUART KENNEDY  
ARSEN COMMERCIAL LLP

The following definitions shall have the following meanings for the purposes of this Bond and Floating Charge:

<p><b>"Chargeholders"</b></p>	<p>means:</p> <p><b>SIR TIMOTHY NOBLE</b> residing at Ardnahane, Barnton Avenue, Edinburgh, EH4 6JJ;</p> <p><b>LADY ELIZABETH NOBLE</b> residing at Ardnahane, Barnton Avenue, Edinburgh, EH4 6JJ;</p> <p><b>CLAIRE FLETCHER</b> residing at 63 Great King Street, Edinburgh, EH3 6RP;</p> <p><b>RICHARD BURNS</b>, residing at 31 Saxe Coburg Place, Edinburgh, EH3 5BP;</p> <p><b>ROBERT DOUGLAS MILLER</b>, residing at Bavelaw Castle, Balerno, Midlothian, EH14 7JS; and</p> <p><b>JEAN KEMMIS-MATTERSON</b>, residing at 25 Moray Place, Edinburgh, EH3 6DA,</p> <p>and each individually being a <b>"Chargeholder"</b>.</p>
<p><b>"Company"</b></p>	<p>means <b>SPARK ENERGY LIMITED</b>, a private limited company registered in Scotland with registered number SC301188 and having its registered office at 5<sup>th</sup> Floor, 125 Princes Street, Edinburgh, EH2 4AD;</p>
<p><b>"Existing Charges"</b></p>	<p>means the (1) floating charge granted by the Company in favour of HSBC Bank plc, created on 26/07/2007 and registered on 14/08/2007; and (2) the composite debenture granted by the Company (and others) in favour of Morgan Stanley Capital Group Inc. created on 02/12/2013 and registered on 12/12/2013;</p>
<p><b>"Loan Agreements"</b></p>	<p>means the loan agreements (as amended from time to time) entered into between each of:</p> <p>Sir Timothy Noble and the Company, dated 24 February 2011, as amended by a variation agreement dated on or around 28 July 2011 and as further amended by letter of agreement dated 2 December 2013 and further amended by letter of agreement dated 5 and 16 December 2013 and which was partly assigned to Lady Elizabeth Noble pursuant to an assignation, dated 3 December 2013, in terms of which loans of a principal sum of £220,000, together with all interest and other sums in relation to such principal sum, were assigned to Lady Elizabeth Noble;</p> <p>Claire Fletcher and the Company, dated 24 February 2011, as amended by variation agreements dated on or around 29 July 2011 and on or around 29 November 2012 and as further</p>

	<p>amended by letter of agreement dated 2 December 2013;</p> <p>Richard Burns and the Company, dated 4 February 2011, as amended by variation agreements dated on or around 28 July 2011 and on or around 29 November 2012 and as further amended by letter of agreement dated 2 December 2013;</p> <p>Robert Douglas Miller and the Company, dated 1 February 2011, as amended by letter of agreement dated on or around 5 August 2011 and as further amended by letter of agreement dated 2 December 2013; and</p> <p>Jean Kemmis-Matterson and the Company, dated 31 January 2011, as amended by by a variation agreement dated on or around 28 July 2011 and as further amended by letter of agreement dated 2 December 2013,</p> <p>and each individually being a "<b>Loan Agreement</b>".</p>
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The Company, in security of the sum of up to £915,000 due in terms of the Loan Agreements between the Company and the Chargeholders, hereby grants in favour of the Chargeholders a floating charge over the whole of the property and assets which are, or may be from time to time while this Bond and Floating Charge is in force, comprised in the Company's property (including heritable, real and leasehold property wherever situated) and undertaking, including the Company's uncalled capital for the time being (all of which are hereinafter referred to as "the Assets"). And the Company hereby undertakes and agrees as follows:-

- First      To pay and discharge, upon demand, all debts, money, liabilities or other indebtedness which are now, or at any time may be, or become due, owing or incurred by the Company to the Chargeholders in terms of the Loan Agreements (the "**Indebtedness**"), to and in favour of the Chargeholders, providing that any such amount shall be distributed amongst the Chargeholders, pro rated in accordance with the amounts loaned by each Chargeholder and as set out in the Schedule to this Bond and Floating Charge.
- Second     Except as herein otherwise provided or as may hereafter be otherwise agreed in writing by all Chargeholders, the floating charge hereby created shall rank after the Existing Charges and any fixed security as defined in the Companies Act 2006 (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 before the Company's execution hereof.
- Third      That the security created by this Bond and Floating Charge shall be a non-continuing security and the security created by this Bond and Floating Charge shall cease to have effect at the time that the Indebtedness due to the Chargeholders has been satisfied in full.
- Fourth     Subject and without prejudice to the provisions of Clause Fifth hereof, the Indebtedness shall be repaid and satisfied by the Company to the Chargeholders in accordance with the terms of the Loan Agreements, with the



interest due thereon at the rate or rates charged and computed as may be provided in the Loan Agreements.

Fifth The Indebtedness due by the Company to the Chargeholders as before mentioned shall, without any demand being made therefor, also fall to be repaid or satisfied to the Chargeholders immediately upon the occurrence of any of the following events:-

- (a) on an order being made or a resolution being passed for winding up or liquidation of the Company, compulsory or voluntary;
- (b) on the Company stopping payment to any creditor or ceasing to carry on its business;
- (c) on any corporate action, legal proceedings, or other procedure or step being taken or any application or notice being made by the Company or by any other person to appoint a receiver of the Assets or any part thereof;
- (d) on any corporate action, legal proceedings, or other procedure or step being taken or any application or notice being made by the Company or by any other person to appoint an administrator in respect of our administration.

Sixth (1) In accordance with and to the extent permitted by applicable laws, at any time after any of the Indebtedness shall fall to be repaid or satisfied to the Chargeholders as aforesaid or after the Chargeholders shall have been requested by the Company in writing so to do, the Chargeholders shall have power by instrument in writing to appoint any person or persons whether an officer or officers of the Chargeholders or not to be a receiver or (receivers) of the Assets (hereinafter referred to as a "**Receiver**"), and may in like manner appoint any person or persons to be a Receiver or Receivers in place of any receiver removed by the Court or otherwise ceasing to act;

(2) Every Receiver appointed by the Chargeholders shall be the Company's agent and the Company shall be solely responsible for his acts or defaults and for his remuneration; and

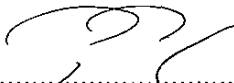
(3) Every Receiver so appointed shall have the powers conferred on Receivers by the said Act and the Insolvency Act 1986, in addition and without prejudice to these powers shall have power (i) to make any arrangement or compromise which he may think expedient and (ii) to make calls conditionally or unconditionally on the members of the Company in respect of any uncalled capital of the Company with the same powers as are by the articles of association of the Company conferred on the directors of the Company in respect of calls and to the exclusion of the directors' powers in that behalf.

Seventh In accordance with and to the extent permitted by applicable laws, at any time after any of the Indebtedness shall fall to be repaid or satisfied to the Chargeholders as aforesaid or after the Chargeholders shall have been requested by the Company in writing so to do, the Chargeholders shall have power by instrument in writing to appoint any person or persons to be the administrator of the Company.


- Eighth      On repayment and satisfaction to the Chargeholders of the Indebtedness together with all interest thereon and charges and expenses in connection therewith, the Chargeholders shall on the Company's request and at the Company's expense discharge the security created by this Bond and Floating Charge and discharge or release any other security granted by the Company to the Chargeholders by virtue of Clause Second hereof and held by the Chargeholders at the time.
- Ninth        The Company agrees that Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to the floating charge hereby created.
- Tenth        The Company UNDERTAKES to procure that while this security is in force:-
- (1)      Without the previous consent in writing of all Chargeholders, the Company shall not create or grant any further fixed security or floating charge or any other security, mortgage or charge affecting the Assets or any part thereof, heritable or moveable;
- (2)      (i) The whole property and corporeal assets belonging to the Company shall be insured and kept insured for their full replacement value against loss by fire and such other risks as the Chargeholders, acting unanimously, may require, the relative policy or policies being endorsed or noted with reference to the interest of the Chargeholders as the Chargeholders, acting unanimously, may require, and the Company shall produce to the Chargeholders, if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which the Chargeholders may at the Company's expense effect or renew any such insurances as the Chargeholders, acting unanimously, shall deem fit; and
- (ii) All monies which may at any time be received or receivable under any such insurance or any other insurance covering any of the property and corporeal assets of the Company against such risks as aforesaid shall be applied in replacing, restoring or reinstating the property or assets destroyed or damaged unless all Chargeholders shall otherwise consent in writing.
- Eleventh    Any matter requiring the consent, agreement, approval or action of the Chargeholders (including without limitation the appointment of a Receiver) pursuant to this Bond and Floating Charge shall require the written agreement of all Chargeholders.

- Twelfth The terms of this Bond and Floating Chare shall be subject to the terms of a Deed of Priority dated on or around the date of this Bond and Floating Charge and entered into between the Company, the Chargeholders, HSBC Bank Plc and Morgan Stanley Capital Group Inc. and in the event of any conflict between the terms of this Bond and Floating Charge and the terms of said Deed of Priority then the terms of said Deed of Priority shall prevail.
- Thirteenth And the Company consents to registration hereof for preservation and execution.

Subscribed on behalf of the said  
SPARK ENERGY LIMITED

  
..... Director  
NAME: PJ DARLING

For and on behalf of  
MBM Secretarial Services Limited

  
Director and duly authorised attorney

..... Director/Company Secretary  
NAME: MBM SECRETARIAL SERVICES LIMITED

at EDINBURGH (place of signing)  
on 7 JANUARY 2014 (date of signing)

**This is the Schedule referred to in the foregoing Bond and Floating Charge between Spark Energy Limited and the Chargeholders (as defined therein)**

<b>Associated Lender</b>	<b>Address</b>	<b>Loan Amount (up to)</b>
Sir Timothy Noble	Ardnahane, Barnton Avenue, Edinburgh, EH4 6JJ	£220,000
Lady Elizabeth Noble	Ardnahane, Barnton Avenue, Edinburgh, EH4 6JJ	£220,000
Claire Fletcher	63 Great King Street, Edinburgh, EH3 6RP	£220,000
Richard Burns	31 Saxe Coburg Place, Edinburgh, EH3 5BP	£175,000
Robert Douglas Miller	Bavelaw Castle, Balerno, Midlothian, EH14 7JS	£30,000
Jean Kemmis-Matterson	25 Moray Place, Edinburgh, EH3 6DA	£50,000
<b>Total Sum Charged</b>		<b>£915,000.00</b>