

# MR01

## Particulars of a charge



Companies House



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

☐ **What this form is for**  
You may not use this form to  
register a charge created or evidenced by  
an instrument. Use form MR02.

FRIDAY



SCT \*S82A9LKX\* #9  
29/03/2019  
COMPANIES HOUSE

, please  
::  
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. **Do not send the original.**

### 1 Company details

Company number S C 5 2 1 6 5 0  
Company name in full Umbilicals International (UK) 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 d 2 d 2 m 0 m 3 y 2 y 0 y 1 y 9

### 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 The Royal Bank of Scotland plc for itself and as security agent and  
trustee for each of the Secured Parties (as defined in the charge)

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.

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EDINBURGH

29 MAR 2019

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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 <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



FOR AND ON BEHALF OF BRODIES LLP

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

X

# 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 SGF/AEM/ROY124.24

Company name BRODIES LLP

Address BRODIES HOUSE

31-33 UNION GROVE

Post town ABERDEEN

County/Region

Postcode A B 1 0 6 S D

Country UNITED KINGDOM

DX DX AB 10

Telephone 01224 392 552



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 521650

Charge code: SC52 1650 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd March 2019 and created by UMBILICALS INTERNATIONAL (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2019.

Given at Companies House, Edinburgh on 8th April 2019



**Companies House**



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

CERTIFIED A TRUE  
COPY SAVE FOR THE  
MATERIAL REDACTED  
PURSUANT TO S859G  
OF THE COMPANIES  
ACT 2006

*Substantiated*  
BRODIES LLP  
Solicitors

22 MARCH 2019

Ref: ROY142.24

## Floating Charge (Scotland) Company (0418)

**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Deed is delivered on **22 MARCH** 2019

**Owner:** Umbilicals International (UK) Limited, a limited company incorporated under the Companies Acts in Scotland with Company Number: SC521650 and having its registered office at Units 8-9 Technology Centre Aberdeen Energy Park, Claymore Drive, Aberdeen, Scotland, AB23 8GD

**Security Agent:** The Royal Bank of Scotland plc, a company incorporated in Scotland with registered number SC083026 and having its registered office at 36 St. Andrew Square, Edinburgh, Scotland, EH2 2YB for itself and as security agent and trustee for each of the Secured Parties (as defined below)

### 1 Owner's Obligations

The Owner will pay to the Secured Parties on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to any Secured Party (present, future, actual or contingent and whether incurred alone or jointly with another) including any money and liabilities of the Owner to a third party which have been assigned or novated to or otherwise vested in any Secured Party and include:

- 1.1 Interest at the rate charged by each such Secured Party (as applicable), calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by that Secured Party.
- 1.2 Any expenses the Security Agent, any Secured Party or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
  - 1.2.1 the Property charged by Clause 2. References to Property include any part of it.
  - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed

The Secured Parties are The Royal Bank of Scotland plc (registered number: SC083026) and NatWest Markets plc (registered number: SC090312) and their respective successors and their respective successors (and Secured Party shall mean any such person). The Owner acknowledges and agrees that the rights and interests granted to the Security Agent and the Secured Parties under this deed are subject to the terms of the intercreditor agreement entered into between the Security Agent and the Secured Parties in connection with the Owner's Obligations as amended, supplemented, varied or restated from time to time.

### 2 Floating Charge

- 2.1 The Owner, as a continuing security for the payment on demand of the Owner's Obligations, gives to the Security Agent a floating charge over all its property, undertaking, assets (including uncalled capital) and rights owned now or in the future.
- 2.2 Any fixed charge given by the Owner to the Security Agent will rank in priority to the floating charge.
- 2.3 The floating charge will rank in priority to any fixed charge and any other floating charge granted by the Owner after completion of this deed, unless the Security Agent agrees otherwise.

### **3 Restrictions**

The Owner will not, without the Security Agent's consent:

- 3.1 permit or create any fixed security, floating charge or lien on the Property, whether ranking before or after this deed, except in favour of the Security Agent.
- 3.2 dispose of any of its Land. References to Land are to any interest in heritable, freehold or leasehold land.
- 3.3 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 3.4 dispose of any other property, assets or rights, other than in the ordinary course of business.
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 3.6 call on, or accept payment of, any uncalled capital.

### **4 Property Undertakings**

The Owner will:

- 4.1 permit the Security Agent at any time to inspect the Property.
- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Security Agent, terrorism cover) to the Security Agent's reasonable satisfaction for its full reinstatement cost. In default, the Security Agent may arrange insurance at the Owner's expense.
- 4.3 hold on trust for the Security Agent all proceeds of any insurance of the Property. At the Security Agent's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations.
- 4.4 where required by the Security Agent, deposit with the Security Agent all insurance policies (or copies where the Security Agent agrees), and all deeds and documents of title relating to the Property.
- 4.5 keep the Property in good condition.
- 4.6 not, without the Security Agent's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.
- 4.7 pay all the money the Owner receives in respect of book and other debts into an account with the Security Agent. The Security Agent may specify the relevant account.

### **5 Investigating Accountants**

The Security Agent may require the Owner to appoint a firm of accountants to review its financial affairs, if:

- 5.1 any of the Owner's Obligations are not paid when due.
- 5.2 the Security Agent considers that the Owner has breached any other obligation to any Secured Party.

- 5.3 the Security Agent considers any information provided by the Owner to be materially inaccurate.
- 5.4 Any review required will take place within 7 days of the Security Agent's request (or longer if the Security Agent agrees). The firm, and the terms of reference, must be approved by the Security Agent. The Owner (and not the Security Agent) will be responsible for the firm's fees and expenses, but the Security Agent may make payment and the Owner will repay the Security Agent on demand.

## **6 Enforcement**

In addition to the Security Agent's statutory rights, the floating charge will become enforceable and the Security Agent may appoint an administrator or receiver, if:

- 6.1 any Secured Party demands payment of any of the Owner's Obligations.
- 6.2 the Owner asks the Security Agent or any Secured Party, or the Security Agent or any Secured Party receives notice of intention, to appoint an administrator or an administration application is made.
- 6.3 a meeting is called or a petition is presented for liquidation of the Owner.
- 6.4 any security is enforced in respect of any assets of the Owner.

## **7 Certificate of Owner's Obligations and Consent to Registration**

A certificate signed by a Security Agent or Secured Party official (as applicable) as to the amount of the Owner's Obligations will be binding on the Owner, except if there is an obvious error. The Owner consents to the registration of this deed and the certificate for preservation and execution.

## **8 Appointment of Receiver or Administrator**

The Security Agent may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner. If the Security Agent appoints a receiver, the Security Agent may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Security Agent) will be responsible for the acts, defaults and remuneration of the receiver.

## **9 Powers of the Security Agent and Receivers**

- 9.1 The Security Agent or any receiver may:
  - 9.1.1 carry on the Owner's business.
  - 9.1.2 enter, take possession of, and/or generally manage the Property.
  - 9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.
  - 9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by the Security Agent or a receiver under this power.
  - 9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land.

- 9.1.6 complete any transactions by executing any deeds or documents in the name of the Owner.
- 9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
- 9.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
- 9.1.9 call up any uncalled capital with all the powers conferred by the Owner's articles of association.
- 9.1.10 employ advisers, consultants, managers, agents, workmen and others.
- 9.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 9.1.12 do any acts which the Security Agent or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.
- 9.3 Joint receivers may exercise their powers jointly and separately.
- 9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 The Security Agent may exercise any of its powers even if a receiver has been appointed.
- 9.6 The Security Agent may exercise any rights attached to any charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise, the Security Agent will only exercise those rights as instructed by the Owner.
- 9.7 The Security Agent (in its capacity as such) may set off any amount due from the Owner against any amount owed by the Security Agent (in its capacity as such) to the Owner. The Security Agent may exercise this right, without prior notice, both before and after demand. For this purpose, the Security Agent may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9.8 Any credit balance with a Secured Party will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Security Agent (or a Secured Party) allowing the Owner to make withdrawals will not waive this restriction in respect of future withdrawals.

## **10 Application of Payments**

- 10.1 The Security Agent may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Security Agent decides.



- 10.2 If the Security Agent and/or any other Secured Party receives notice of any charge or interest affecting the Property, the Security Agent or, as applicable, that Secured Party, may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Security Agent or that Secured Party suspends the account(s), any payments received by the Security Agent or that Secured Party for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

## **11 Preservation of Other Security and Rights and Further Assurance**

- 11.1 The deed is in addition to any other security or guarantee for the Owner's Obligations held by the Security Agent and/or any other Secured Party now or in the future. The Security Agent may consolidate the deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Security Agent's other rights.
- 11.2 On request, the Owner will execute any deed or document, or take any other action required by the Security Agent, to perfect or enhance the Secured Parties security under the deed.

## **12 Power of Attorney**

To give effect to the deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Security Agent, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

## **13 Consents, Notices and Demands**

- 13.1 All consents, notices and demands must be in writing.
- 13.2 The Security Agent may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Security Agent.
- 13.3 A notice or demand signed by an official of the Security Agent will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 13.4 A notice from the Owner to the Security Agent will be effective on receipt.

## **14 Miscellaneous**

- 14.1 The rights of the Security Agent and the security granted by the Owner under this deed are held by the Security Agent on trust for the benefit of the Secured Parties and are subject to the terms of all applicable agency, trustee and intercreditor arrangements agreed between the Security Agent and the Secured Parties as amended, supplemented, varied or restated from time to time.
- 14.2 The Security Agent (nor any receiver or delegate) will not be liable (for whatever reason including taking possession of any property or security assets as mortgagee or otherwise) for:
- 14.2.1 any costs, losses, liabilities or expenses relating to the realisation of any property or security assets; and/or
- 14.2.2 any action taken (or not taken) by the Security Agent (or any receiver or delegate) or their officers, employees or agents in relation to any property or security assets or in

connection with this deed, unless directly caused by its gross negligence or wilful misconduct.

## **15 Counterparts**

- 15.1 This deed may be executed in any number of counterparts, each of which shall be an original and all of which shall together form one and the same agreement.
- 15.2 Where executed in counterpart:
  - 15.2.1 this deed shall not take effect until all of the counterparts have been delivered;
  - 15.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
  - 15.2.3 the parties may choose to evidence the date of delivery of this deed by inserting this at the top of the first page of this deed.
- 15.3 If this deed is not executed in counterparts, this deed shall be delivered on the date of delivery inserted at the top of the first page of this deed or, if no such date is inserted, the date on which the last party signed this deed.

## **16 Transfers**

The Security Agent and any other Secured Party may allow any person to take over any of its rights and duties under the deed. The Owner authorises the Security Agent and/or any other Secured Party to give that person or its agent any financial or other information about the Owner. References to the Secured Parties and the Security Agent include in each case their successors.

## **17 Law**

- 17.1 Scots law applies to this deed and any non-contractual obligations arising out of or in connection with it and the Scottish courts have exclusive jurisdiction.
- 17.2 For the benefit of the Security Agent, the Owner irrevocably submits to the jurisdiction of the Scottish courts and irrevocably agrees that a decree or ruling in any proceedings in connection with the deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

## **18 Miscellaneous**

- 18.1 The rights of the Security Agent under this deed are subject to the terms of all applicable agency, trustee and intercreditor arrangements agreed between the Security Agent and the Secured Parties as amended, supplemented, varied or restated from time to time.

18.2 The Security Agent (and any receiver or delegate) will not be liable (for whatever reason) for any action taken (or not taken) by the Security Agent (or any receiver or delegate) or their officers, employees or agents in connection with this deed, unless directly caused by its gross negligence or willful misconduct.

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages are executed as follows:

Executed for and on behalf of  
**UMBILICALS INTERNATIONAL (UK) LIMITED**  
acting by

  
\_\_\_\_\_  
Director

ROSS MCGILLAN  
\_\_\_\_\_  
Print name

Signed in the presence of:

Witness' signature

  
\_\_\_\_\_

Witness' name in full

LEWIS SCOTT MILLAR  
\_\_\_\_\_

Address

  
\_\_\_\_\_

Occupation

TRAINEE SOLICITOR  
\_\_\_\_\_

Place of signing

ABERDEEN  
\_\_\_\_\_

Date 

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You must date  
the document

[REDACTED]

[REDACTED]

[REDACTED]

Executed for and on behalf of  
**THE ROYAL BANK OF SCOTLAND PLC**  
acting as **Security Agent** for the Secured Parties  
acting by its authorised signatory

  
\_\_\_\_\_  
Authorised signatory

TONY LEWIS  
\_\_\_\_\_  
Print name

in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

Place of signing

  
\_\_\_\_\_

SCOTT BOYCE  
\_\_\_\_\_

  
\_\_\_\_\_

BANKER  
\_\_\_\_\_

EDINBURGH  
\_\_\_\_\_

Date 

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the document

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[REDACTED]

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