



Registration of a Charge

Company name: **PURE ENERGY CENTRE LIMITED**

Company number: **SC297219**



X8GMPVQ2

Received for Electronic Filing: **22/10/2019**

Details of Charge

Date of creation: **15/10/2019**

Charge code: **SC29 7219 0001**

Persons entitled: **BANK OF SCOTLAND PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**STUART FITZSIMMONS ON BEHALF OF DENTONS UK AND MIDDLE
EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 297219

Charge code: SC29 7219 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 15th October 2019 and created by PURE ENERGY CENTRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd October 2019 .

Given at Companies House, Edinburgh on 22nd October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

IMPORTANT NOTE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

PLEDGE OVER A DEPOSIT HELD WITH BANK OF SCOTLAND

THIS PLEDGE is entered into by:

(1) PURE ENERGY CENTRE LIMITED (Company Number SC297219) having its registered office at Unit 3 Hagdale Industrial Estate, Baltasound, Unst, Shetland, ZE2 9DS ("the Pledgor") in favour of

(2) BANK OF SCOTLAND PLC registered in Scotland number SC327000 and having its Registered Office at The Mound, Edinburgh, EH1 1YZ ("**BoS**")

Definitions are given in Clause 7.

- 1
 - (a) The Pledgor hereby undertakes to pay or discharge the Secured Liabilities to BoS on demand made in writing when BoS is entitled to do so.
 - (b) The Pledgor agrees that a certificate of the amount of any part or all of the Secured Liabilities signed by an officer of BoS shall be conclusive except where the certificate contains an obvious error.
- 2
 - (a) The Pledgor agrees and acknowledges that payment or repayment of all or any part of the amounts credited to or otherwise forming part of the Secured Account is subject to and conditional upon the Secured Liabilities having been paid and discharged in full to the satisfaction of BoS, that the Secured Account (including the debts and other liabilities and obligations represented thereby) is subject and conditional to and upon such payment or discharge of the Secured Liabilities and that, accordingly, until such time as the Secured Liabilities have been so paid and discharged in full, neither the Pledgor nor any person on behalf of or claiming through the Pledgor may require the payment or repayment of all or any part of the amounts credited to and otherwise forming part of the Secured Account or the release of all or any part of the Secured Account from the terms of this Pledge.
 - (b) The Pledgor agrees that this document shall comprise part of the terms of the Secured Account and such terms and any documents relating thereto shall accordingly be amended to the extent required by this Pledge.
- 3 BoS is authorised, without prior notice to the Pledgor, to withdraw and/or apply in or towards satisfaction of any of the Secured Liabilities all or any part of the amounts credited to or otherwise forming part of the Secured Account.

BoS may exercise its rights under this clause on each occasion when any part of the Secured Liabilities becomes due, owing or payable, or on each occasion that BoS considers it necessary to do so to protect the security intended to be created by this document.

BoS shall not be obliged to exercise any of its rights under this clause. These rights are in addition to any rights of set-off, retention, compensation, balancing or combination of accounts, lien or other rights to which BoS is at any time otherwise entitled (whether by operation of law, contract or otherwise).
- 4 The Pledgor is, and, while the Secured Liabilities are outstanding, will remain, the owner of the Secured Account and will not, except with the prior written consent of BoS:
 - (a) create, or allow any other security interest or diligence or other encumbrance or interest to arise or continue in force over the whole or any part of the Secured Account; or
 - (b) sell, assign, transfer or otherwise dispose of the whole or any part of the Secured Accountand the Pledgor confirms that no such event has occurred.
- 5 This Pledge shall be in addition to, and shall not be prejudiced or affected by, any collateral or other security held by BoS at any time from the Pledgor or any other person as security for the Secured Liabilities nor shall any other security for the Secured Liabilities be prejudiced or affected by this Pledge.

- 6 The Pledgor confirms that this Pledge shall be a continuing security, notwithstanding any changes in the constitution of the Pledgor, the Pledgor's insolvency or winding up, administration, receivership (or other procedure relative thereto) or if the Pledgor should otherwise cease to exist or any other matter whatever.
- 7 In this Pledge:
- "BoS"** means Bank of Scotland plc registered in Scotland, number SC327000 and having its Registered Office at The Mound, Edinburgh EH1 1YZ and its successors and assignees;
- "Secured Account"** means Sort Code [REDACTED] Account Number [REDACTED] held in the name of the Pledgor at the Branch of BoS at Bank of Scotland Lerwick, 117 Commercial Street, Lerwick, Shetland, ZE1 0DL.
- (and includes any subsequent change of account type, designation or number or change of account title or location/branch) and all amounts deposited in and interest and other amounts otherwise credited to such Account from time to time and the debts and other liabilities and obligations represented thereby.
- "Secured Liabilities"** means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Pledgor, whether actually or contingently, solely or jointly and whether as principal, guarantor or surety, including any money or liabilities of the Pledgor to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Pledgor's account, and so that interest shall be compounded according to the usual BoS rates and practice (or as otherwise agreed in writing) after as well as before any demand made or decree obtained under or in relation to this Pledge.
- 8
- 8.1 This Pledge and any dispute (contractual or non-contractual) arising out of or in connection with it or its subject matter ("Dispute") shall be governed by Scots law.

8.2 For the benefit of BoS, the parties agree that the Scottish courts shall have exclusive jurisdiction to settle any Dispute. BoS shall be entitled to bring any proceedings in any other court of competent jurisdiction. The taking of proceedings in one or more jurisdictions shall not prejudice the taking of proceedings in any other jurisdiction, whether concurrently or not.

IN WITNESS WHEREOF these presents printed on this and the preceding two pages are executed as a Deed as follows:-

SUBSCRIBED for and on behalf of the said
PURE ENERGY CENTRE LIMITED by

 Director

in the presence of:-

 Witness signature

JOHN W BARCLAY Full Name

 s

all together at Pure Energy Centre, Unit 1, Shetland/16les

on the 15th day of OCTOBER 2019

Agreed and acknowledged.



For Bank of Scotland plc

Date: 21/10/19