

MR01 10/09/2015

Particulars of a charge

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

You can use the WebF
Please go to www.corr

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

X **What this form is NOT**
You may not use this form to
register a charge where
instrument. Use form M'

SATURDAY



SCT "S4ETHOZE"
29/08/2015 #32
COMPANIES HOUSE

SCT "S4E1ZTQM"
18/08/2015 #26
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. Do not send the original.

1

Company details

Company number S C 1 8 1 8 4 3

Company name in full Living Water Ecosystems Ltd

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 1 2 0 8 2 0 1 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 Clydesdale Bank PLC (trading as both Clydesdale and Yorkshire Bank)
(Company Number SC001111)

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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Particulars of a charge

4	Brief Description	
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.	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ①	
	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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here. Signature 	
	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

Company name Clydesdale Bank PLC

Address Business Lending Services

20 Merrion Way

Post town Leeds

County/Region West Yorkshire

Postcode

L S 2 8 N Z

Country England

DX DX713928 Leeds 30

Telephone 0800 141 2107

☒ 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.

i 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 181843

Charge code: SC18 1843 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th August 2015 and created by LIVING WATER ECOSYSTEMS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th August 2015.

Given at Companies House, Edinburgh on 8th September 2015



Companies House



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

ACCOUNT PLEDGE

by

Living Water Ecosystems Ltd


in favour of

Clydesdale Bank PLC

**(trading as both Clydesdale Bank and
Yorkshire Bank)**

Date: 12 AUGUST 2015

**CERTIFIED FOR CLYDESDALE BANK PLC (TRADING AS BOTH
CLYDESDALE BANK AND YORKSHIRE BANK) THAT, SAVE FOR
THE INFORMATION REDACTED PURSUANT TO S.859G OF THE
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS A CORRECT
COPY OF THE ORIGINAL INSTRUMENT**


Full Name Resacca Ogden
Position Specialist Officer

**Account Pledge
by**

Name:	Living Water Ecosystems Ltd
Company Number:	SC181843
Registered Office:	Carlingnose Studios North Queensferry Fife KY11 1ER
("the Pledgor")	

in favour of:

Name:	Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank)
Company Number:	SC001111
Registered Office:	30 St Vincent Place, Glasgow, G1 2HL
Details for Notices:	
Address:	Business Lending Services, 20 Merrion Way, Leeds LS2 8NZ
Fax:	0113 807 2448
Reference:	20419289/197626/S408497/03/ [REDACTED]
("the Bank")	

under which:

The Pledgor as continuing security for payment and discharge when due of the Secured Liabilities assigns and charges to the Bank (with full title guarantee) its entire right, title and interest in and to the Account including the Deposit and all interest which may become due and payable on the Deposit.

("the Charged Assets")

in respect of:

All present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Pledgor to the Bank; and in whatever manner and on any account.

("the Secured Liabilities")

"Account" means the account of the Pledgor with the Bank at:

Sort Code:	[REDACTED]
Account Number:	[REDACTED]

as such account may be redesignated and/or renumbered from time to time;

Other defined terms used in this Pledge are as set out in Clause 20.

1. Undertaking to Pay Secured Liabilities

The Pledgor:

- 1.1 undertakes to pay and discharge the Secured Liabilities to the Bank or as the Bank may direct:
 - 1.1.1 on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same; and
 - 1.1.2 in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Bank;
- 1.2 agrees that if it shall fail to pay any part of the Secured Liabilities when due then such amount shall bear interest (after as well as before decree and payable on demand) at 6% over the Bank of England Base Rate as it may vary from time to time from the due date until paid in full;
- 1.3 agrees with the Bank that a certificate signed by or on behalf of the Bank as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Pledgor;
- 1.4 agrees that if any Charged Assets are Financial Collateral (which includes but is not limited to funds held in bank accounts and shares) and are subject to a Security Financial Collateral Arrangement created by this Pledge:
 - 1.4.1 the Bank shall have the right on enforcement to apply all or any part of those Charged Assets in or towards the payment or discharge of the Secured Liabilities;
 - 1.4.2 the value of Charged Assets applied under this Clause 1.4 will be the value of those Charged Assets (as listed on any recognised market index or determined by such other method as the Bank may select) when the Bank's right to apply them is used;
 - 1.4.3 any Charged Assets which are Financial Collateral may at the Bank's option be held or designated so as to be under the control of the Bank for all purposes of the Financial Collateral Regulations.

2. Security & Authorisation

- 2.1 The Pledgor authorises the Bank without any requirement for prior notice to withdraw and/or apply towards satisfaction of any of the Secured Liabilities all or any part of amounts credited to or forming any part of the Account or the Deposit on each occasion when all or any part of the Secured Liabilities becomes due, owing or payable and on each occasion when the Bank considers it necessary to do so to protect its rights created or intended to be created under this Pledge.

- 2.2 The Bank shall not be obliged to exercise any of its rights under this Clause 2, which are intended to be additional to any rights of set-off, retention, compensation, balancing or combination of accounts, loan or other rights to which the Bank may be from time to time otherwise entitled (whether by operation of law, or contract, or otherwise).

3. Restrictions on Account

- 3.1 The Pledgor agrees that notwithstanding any term to the contrary in relation to any deposit or credit balance on the Account (including the Deposit) that deposit or balance will not be capable of being assigned dealt with mortgaged or charged (other than an assignment, mortgage or charge in favour of the Bank).
- 3.2 The Pledgor agrees that notwithstanding any term to the contrary the Deposit will not be repayable to the Pledgor before all the Secured Liabilities have been discharged in full to the satisfaction of the Bank.
- 3.3 The Bank may without prejudice to clauses 3.1 and 3.2 allow the Pledgor to make withdrawals from time to time.
- 3.4 The rights of the Bank under this Pledge shall be released and terminated upon written request of the Pledgor following the irrevocable payment or discharge in full of the Secured Liabilities to the satisfaction of the Bank.

4. Negative Pledge

The Pledgor undertakes to the Bank that it will not create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance, right of set-off (except in favour of the Bank) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets or sell, transfer, assign or otherwise dispose of all or any of the Charged Assets.

5. Bank's Right to Set Off and Debit Accounts

The Pledgor agrees that:

- 5.1 any monies from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever and including, without limitation, the Account) with the Bank may be retained as cover for and at any time, without notice to the Pledgor, applied by the Bank in or towards payment or satisfaction of the Secured Liabilities or to the credit of any other account nominated by the Bank as security for any contingent or future liability of the Pledgor to the Bank;
- 5.2 the Bank may debit any account of the Pledgor with the Bank with the whole or any part of any amount due by the Pledgor under this Pledge whether any such account shall be overdrawn or may become overdrawn by reason of any such debit;
- 5.3 if the Bank exercises any right of set-off in respect of any liability of the Pledgor and that liability or any part of it is in a different currency from any credit balance against which the Bank seeks to set it off, the Bank may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot selling rate of exchange for the Bank as

conclusively determined by the Bank and to pay out of the credit balance all costs, charges and expenses incurred by the Bank in connection with that purchase; and

- 5.4 the Bank shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Bank.

6. Information Disclosure

The Pledgor authorises the Bank to disclose information about the Pledgor, this Pledge, the Charged Assets and the Secured Liabilities to:

- 6.1 any party to whom the Bank has assigned or transferred or intends to assign or transfer its rights under this Pledge;
- 6.2 any other person if required by law to do so;
- 6.3 any member of the Bank's Group; and
- 6.4 the Bank's auditors, advisors, applicable regulatory authorities, rating agencies and investors.

7. Preservation of Rights

This Pledge, the security constituted by this Pledge and the rights, powers, remedies and discretions conferred by this Pledge shall not be discharged, impaired or otherwise affected by:

- 7.1 any legal limitation, disability, incapacity or other similar circumstance relating to the Pledgor;
- 7.2 any act or omission or other circumstances which but for this provision might operate to release the Pledgor from its obligations in respect of the Secured Liabilities, in whole or in part.

8. Rights Under this Pledge

This Pledge, the security constituted by this Pledge and the rights, powers, remedies and discretions conferred by this Pledge:

- 8.1 shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by:
- (a) any collateral or other security, right, remedy or power whether at law or otherwise which the Bank may now or at any time after the date of this Pledge have or hold for all or any part of the Secured Liabilities; or
 - (b) any such collateral or other security, right, remedy or power becoming wholly or in part void or voidable or unenforceable; or
 - (c) the failure to perfect or enforce any such collateral or other security, right, remedy or power; and

- 8.2 may be enforced or exercised without the Bank first having taken action or obtained decree against the Pledgor filed any claim to rank in the winding up or liquidation of the Pledgor (or any other analogous insolvency process) or having enforced or sought to enforce any other collateral, security, right, remedy or power whether at law or otherwise.

9. Continuing Security

The security constituted by this Pledge shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

10. Notice of Subsequent Encumbrances

If the Bank receives or is deemed to have received notice of any subsequent Encumbrance or other interest affecting any part of the Charged Assets and/or proceeds of sale or realisation of the Charged Assets the Bank may open a new account or accounts for the Pledgor in its books and if the Bank does not do so then, unless the Bank gives express written notice to the contrary to the Pledgor as from the time of receipt or deemed receipt of such notice by the Bank all payments made by the Pledgor to the Bank shall notwithstanding any appropriation by the Pledgor to the contrary be treated as having been credited to a new account of the Pledgor and not as having been applied in reduction of the Secured Liabilities.

11. Suspense Accounts

All monies received by the Bank under this Pledge may at the discretion of the Bank be credited to a suspense account and may be held in such account for so long as the Bank shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

12. Discharge and Avoidance of Payments

Any settlement or discharge between the Pledgor and the Bank shall be conditional upon no security or payment granted or made to the Bank by the Pledgor or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Bank) the Bank shall be entitled to recover from the Pledgor the value or amount of such security or payment from the Pledgor or to enforce this Pledge to the full extent of the Secured Liabilities as if such settlement or discharge had not occurred.

13. Remedies, Waivers and Consents

- 13.1 No failure or delay by the Bank in exercising any right, remedy or power under this Pledge shall operate as a waiver and no single or partial exercise shall prevent further exercise of any right, remedy or power.
- 13.2 Any waiver and any consent by the Bank under this Pledge must be in writing to be effective and may be given subject to such conditions as the Bank thinks fit.

14. Partial Invalidity

- 14.1 Each provision of this Pledge will be valid and enforceable to the fullest extent permitted by law.
- 14.2 If any provision of this Pledge shall to any extent be invalid or unenforceable the validity and enforceability of the remaining provisions of this Pledge will not in any way be affected. Any invalid or unenforceable provision shall be modified to the extent necessary to make such provision valid and enforceable provided the Bank consents in writing to such modification.

15. Power of Attorney

- 15.1 The Pledgor irrevocably appoints the Bank, as its attorney with full power to delegate for the Pledgor and on its behalf, in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to this Pledge or any perfection, protection or enforcement action in connection therewith.
- 15.2 The Pledgor hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Bank for the actions of the attorney appointed under Clause 15.1.

16. Costs and Expenses

- 16.1 The Pledgor shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Bank (including without limitation all amounts determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Bank or any attorney, manager, agent or other person appointed by the Bank in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of, this Pledge or actions, proceedings or claims in respect of this Pledge or the Charged Assets which costs, charges and expenses shall form part of the Secured Liabilities.
- 16.2 All amounts payable under Clause 16.1 shall bear interest at 6% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly.

17. Currency

- 17.1 The Bank may convert any monies received under this Pledge from their existing currency of denomination into such other currency or denomination as the Bank may think fit.
- 17.2 Any such conversion shall be effected at the prevailing spot selling rate of exchange for the Bank, as conclusively determined by the Bank, for such other currency against the existing currency.

18. Rights to Assign

- 18.1 The Bank may assign all or any of its rights under this Pledge.
- 18.2 The Pledgor may not assign any of its rights or transfer any of its rights of obligations under this Pledge without the prior written consent of the Bank.

19. Communications

Each notice, consent and other communication in respect of this Pledge:

- 19.1 will be in writing (which includes by fax);
- 19.2 will be sent to the address or fax number most recently designated for this purpose by the recipient;
- 19.3 given to the Pledgor will be effective when left at, or two Business Days after it is posted to, the relevant address or, in the case of a fax, on receipt by the Bank of a fax confirmation sheet; and
- 19.4 given to the Bank will be effective only on actual receipt by the Business Lending Services Department of the Bank or such other department as may be notified to the Pledgor from time to time.

20. Interpretation

- 20.1 In this Pledge:

"Bank's Group" means the Bank, any subsidiary of it, any holding company of it and any subsidiary of its holding company;

"Business Day" means any day (excluding Saturdays, Sundays and bank holidays) on which banks are generally open in the City of London for the transaction of normal banking business;

"Companies Act" means the Companies Act 2006, as amended from time to time;

"Deposit" means all deposits now and in the future credited to the Account and any deposit or account of any other currency, description or designation which derives in whole or in part from such deposits or Account;

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

"Financial Collateral" has the meaning given to that expression in the Financial Collateral Regulations;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226);

"Security Financial Collateral Arrangements" shall have the meaning given to that expression in the Financial Collateral Regulations;

"subsidiary" and **"holding company"** shall have the meanings given to them in Section 1159 of the Companies Act and **"subsidiaries"** shall mean all or any of them, as appropriate;

- 20.2 without prejudice to any requirement to procure consent to the same the expressions "Pledgor" and "Bank" include their successors, assignees and transferees;
- 20.3 words importing the singular shall include the plural and vice versa; and
- 20.4 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time.

21. Consent to Registration

The Company consents to the registration of this Pledge together with the certificate referred to in Clause 1.3 for preservation and execution.

22. Joint and Several Liability

Where this Pledge is granted by two or more parties as Pledgor, the obligations of such parties under and in terms of this Pledge shall be joint and several.

23. Governing Law and Submission to Jurisdiction

23.1 The governing law of this Pledge is the law of Scotland;

23.2 The Pledgor irrevocably:

23.2.1 submits to the jurisdiction of the Courts of Scotland; and

23.2.2 agrees that nothing in Clause 23.2.1 prevents the Bank taking proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude the Bank taking proceedings in any other jurisdiction.

IN WITNESS WHEREOF this Pledge is executed as follows:

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

SIGNED for and on behalf of

Living Water Ecosystems Ltd

place of signing

SOUTH
QUEENS
FERRY

12/
8 2015

(Signature)

Director

by:

DAVID MARTIN SHIELDS
Director
(Print Full Name)

in the presence of:

Witness

KAREN KELLY
Full Name

Address

SIGNED for and on behalf of CLYDESDALE
BANK PLC by its duly authorised signatory:

.....

Authorised
Signatory

Discharge

Clydesdale Bank PLC releases to the within named Pledgor the Charged Assets comprised in the Pledge.

SIGNED for and on behalf of CLYDESDALE
BANK PLC by its duly authorised signatory in
the presence of:

.....WitnessAuthorised
Signatory

.....Full Name

Business Lending Services, 20 Merrion Way,
Leeds LS2 8NZ

Date: