



Registration of a Charge

Company name: **PELAMIS WAVE POWER LIMITED**

Company number: **SC182368**



X3203TZ6

Received for Electronic Filing: **18/02/2014**

Details of Charge

Date of creation: **10/02/2014**

Charge code: **SC18 2368 0018**

Persons entitled: **SCOTTISH ENTERPRISE**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **CHRIS DUN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 182368

Charge code: SC18 2368 0018

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th February 2014 and created by PELAMIS WAVE POWER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2014 .

Given at Companies House, Edinburgh on 18th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SCOTTISH DEED OF CONFIRMATION

BY

PELAMIS WAVE POWER LIMITED

IN FAVOUR OF

SCOTTISH ENTERPRISE

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THIS DEED OF CONFIRMATION is granted by:

- (1) **PELAMIS WAVE POWER LIMITED** (Company Number SC182368) having its registered office at 31 Bath Road, Edinburgh EH6 7AH (the "**Charging Company**");

in favour of

- (2) **SCOTTISH ENTERPRISE** established by the Enterprise and New Towns (Scotland) Act 1990 and having its principal place of business at Atrium Court, 50 Waterloo Street, Glasgow G2 6HQ ("**SE**").

WHEREAS:

- (A) The Charging Company and SE entered into a facilities agreement dated 14 and 26 October 2011 as amended by an amendment and restatement agreement dated 28 and 29 February 2012, a supplemental agreement dated 26 and 29 June 2012, an amendment and restatement agreement dated 7 and 8 January 2013 and a supplemental agreement dated 20 and 26 February 2013 and as amended, restated, varied or supplemented from time to time (the "**Loan Agreement**").
- (B) Pursuant to the above, the Charging Company granted in favour of SE the security documents to which it is a party listed in the Schedule (the "**Security Documents**").
- (C) The Charging Company and SE have agreed to further amend the Loan Agreement pursuant to the terms of an amendment and restatement agreement (the "**Restatement Agreement**") dated on or about the date hereof between the Charging Company and SE; the Loan Agreement as amended pursuant to the Restatement Agreement being the "**Amended Loan Agreement**".
- (D) Under the terms of the Restatement Agreement, the Charging Company is required to enter into this Deed to confirm the terms of the Security Documents.

IT IS AGREED as follows:

1. **GENERAL**

- 1.1 Terms defined in the Amended Loan Agreement have the same meaning when used in this Deed.
- 1.2 This Deed is a Finance Document.

2. **CONFIRMATION AND AMENDMENT**

The Charging Company irrevocably and unconditionally confirms for the benefit of SE that:

- 2.1 the Security Documents and the security granted thereunder remain in full force and effect notwithstanding the entry into this Deed and the Restatement Agreement;

- 2.2 paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the Security Documents;
- 2.3 with effect on and from the date of this Deed, the Security Documents will be amended and supplemented by this Deed so that all references in the Finance Documents to the Security Documents shall include this Deed and this Deed shall be read as one with the Security Documents; and
- 2.4 with effect on and from the date of this Deed, any reference in any Finance Document to a Finance Document will include such Finance Document as amended, varied, supplemented, novated, restated or replaced from time to time.

3. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

4. GOVERNING LAW

This Deed is governed by Scots law.

IN WITNESS WHEREOF this Deed has been executed as follows:

SUBSCRIBED for and on behalf of the said
PELAMIS WAVE POWER LIMITED

acting by  **RICHARD YEMM**

..... Director

..... Director/ Secretary

on 10 February 2014

at Leith

take this witness


STEVEN BROWN

THIS IS THE SCHEDULE REFERRED TO IN THE PRECEDING DEED OF CONFIRMATION DATED 10 FEBRUARY 2014 BY PELAMIS WAVE POWER LIMITED IN FAVOUR OF SCOTTISH ENTERPRISE.

SCHEDULE

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
1.	Pelamis Wave Power Limited	SC182368	Bond and Floating Charge	26 October 2011	27 October 2011

