



Registration of a Charge

Company name: **BARCLAY & MATHIESON LIMITED**

Company number: **SC030987**



X72NWX2X

Received for Electronic Filing: **28/03/2018**

Details of Charge

Date of creation: **26/03/2018**

Charge code: **SC03 0987 0052**

Persons entitled: **SECURE TRUST BANK PLC**

Brief description: **N/A**

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

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 30987

Charge code: SC03 0987 0052

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th March 2018 and created by BARCLAY & MATHIESON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2018 .

Given at Companies House, Edinburgh on 29th March 2018

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

FLOATING CHARGE

by

BARCLAY & MATHIESON LIMITED

in favour of

SECURE TRUST BANK PLC

Date of Delivery: *26 MARCH 2018*

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FLOATING CHARGE

by

- (1) **BARCLAY & MATHIESON LIMITED** a company incorporated under the Companies Acts in Scotland and registered with number SC030987 with its registered office at 180 Hardgate Road Glasgow, G51 4TB (the "**Client**");

in favour of

- (2) **SECURE TRUST BANK PLC** a company incorporated and registered under the laws of England and Wales and registered with the number 00541132 with its registered office at One Arleston Way, Solihull B90 4LH ("**STB**").

OPERATIVE PROVISIONS:

1 Definitions and Interpretation

1.1 Definitions

In this Floating Charge, unless the context otherwise requires, the following terms have the following meanings:

"**Administrator**" means any person appointed as an administrator of the Client under Schedule B1 to the Insolvency Act;

"**Charged Assets**" means the whole of the assets (including uncalled capital) which are or may be from time to time comprised in the property and undertaking of the Client;

"**Environmental Laws**" means all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including without limitation the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or the rectification thereof or any related matters.

"**Environmental Licence**" means any permit, licence, authorisation, consent or other approval required by any Environmental Law.

"**Finance Agreement**" means the ~~asset based lending~~ agreement (incorporating STB's Standard Terms Agreement) between the Client and STB dated on or about the date of this Floating Charge (and as varied or amended from time to time) and/or any other funding agreement between the Client and STB at any time and from time to time;

"**Heritable Property**" means any heritable property from time to time forming part of the Charged Assets;

"**Insolvency Act**" means the Insolvency Act 1986;

"**Intellectual Property**" means :

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of the Client (which may now or in the future subsist);

"Non Vesting Debts" means any Debt and/or its Related Rights which either fails to vest absolutely or effectively in STB under the Finance Agreement for any reason, including where the assignation of the Debt to STB is void or voidable (whether as between STB and the Client or as between STB and any third party) or where for any reason the transfer of a Debt which is a Scottish Debt into trust is ineffective;

"Other Debt" means

- (a) all present and future book and other debts due or owing to the Client, the proceeds of the same and all other moneys due and owing to the Client or which may become due and owing to it in the future;
- (b) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Client with any bank, financial institution or other person and the debts represented thereby;
- (c) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution; and
- (d) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs (a), (b) or (c) above,

but excluding Non-Vesting Debts and any Debts which are vested in STB or effectively held in trust for STB in accordance with the Finance Documents;

"Party" means a party to this Floating Charge;

"Permitted Security Interest" means any Security permitted under the Finance Documents and any lien arising by operation of law in the ordinary course of trading over property other than land;

"Receiver" means any one or more persons appointed as a receiver under this Floating Charge;

"Related Rights" means any rights in relation to a Debt or Sale Contract including

- (a) the Client's rights as an unpaid seller;
- (b) documents of title to goods;
- (c) the benefit of all insurances;

- (d) all Remittances, Security, bonds, guarantees and indemnities;
- (e) all accounting records;
- (f) the ownership of all Returned Goods; and
- (g) interest;

"Secured Obligations" means all monies and liabilities now or after the date of this Floating Charge due, owing or incurred by the Client to STB whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, (including without limitation due under the Finance Agreement), together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by STB, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction;

"Town and Country Planning Acts" means the legislation relating to town and country planning from time to time in force;

"Unpaid Sum" means any sum due and payable to STB but unpaid by the Client.

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Floating Charge to:
 - (i) words and phrases which are not defined or construed in this Floating Charge but which are defined or construed in the Finance Agreement shall be construed as having the meanings ascribed to them therein;
 - (ii) STB, the Client, any Party or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
 - (iii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues);
 - (iv) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented or restated (however fundamentally) or replaced;
 - (v) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) a **person** includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description;
 - (vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, then being a type with which persons to which it applies customarily comply) of any governmental, intergovernmental or supranational body,

agency, department or of any regulatory, self-regulatory or other authority or organisation;

- (viii) a provision of law is a reference to a provision, of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before or after the date of this Floating Charge;
- (ix) a time of day is a reference to London time; and
- (x) **dispose** includes any sale, lease, licensing, transfer or loan.
- (b) Clause and schedule headings are for ease of reference only.
- (c) Any word importing the singular shall include the plural and vice versa.
- (d) A Termination Event is continuing if it has not been waived to the satisfaction of STB.
- (e) Any certificate provided by a director of the Client pursuant to the terms of this Floating Charge shall be given without incurring any personal liability.
- (f) A term defined in this Floating Charge has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Floating Charge.
- (g) This Floating Charge is a Finance Document.

2 Undertaking to pay

- 2.1 The Client agrees with STB that it will pay and discharge all of the Secured Obligations when they become due for payment and discharge.

2.2 Default interest

- 2.2.1 If the Client fails to pay any amount payable by it under this Floating Charge on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after decree or judgment) at the annual percentage rate equal to the applicable Discount Rate or ~~Interest Rate~~ set out in the Finance Agreement. Any interest accruing under this clause 2.2 shall be immediately payable by the Client on demand by STB.
- 2.2.2 Default interest (if unpaid) arising on Unpaid Sums will be compounded with the overdue amount at the end of each calendar month but will remain immediately due and payable.

3 Security

- 3.1 As a continuing security for the payment of the Secured Obligations the Client hereby grants a floating charge in favour of STB over the Charged Assets.

- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by clause 3.1 which is a "qualifying floating charge" for the purpose of that paragraph 14 of Schedule B1.
- 3.3 Except for a Permitted Security Interest or as otherwise agreed in writing by STB and subject to section 464(2) of the Companies Act 1985:
 - 3.3.1 the Client shall not create any fixed security or other floating charge over any part of the Charged Assets ranking in priority to or equally with this Floating Charge after its execution of this Floating Charge except any fixed or floating security in favour of STB; and
 - 3.3.2 this Floating Charge shall rank in priority to any fixed security or other floating charge created by the Client after its execution of this Floating Charge except any fixed security in favour of STB.

4 Dealings with Non Vesting and Other Debts and Bank Accounts

The Client agrees with STB that it will:

- 4.1 in relation to Non Vesting Debts:
 - 4.1.1 observe and perform all the warranties, covenants and undertakings given by it in the Finance Agreement;
 - 4.1.2 procure that all payments received by the Client, in whatever form, are paid into the Trust Account or any other account nominated by STB from time to time;
- 4.2 in relation to Other Debts:
 - 4.2.1 on STB's request, send to it details of all Other Debts including the identity of the debtor, the amount owing and the due date for payment;
 - 4.2.2 not compromise, compound or release them, exercise (or allow any other person to exercise) set-off against any Other Debt or otherwise deal or dispose of any Other Debt;
 - 4.2.3 not waive any right of recovery or do or omit to do anything which may delay or prejudice recovery of any Other Debt;
 - 4.2.4 not extend the due date for payment (other than by way of normal trade credit in the ordinary course of business) of any Other Debt;
 - 4.2.5 not assign, factor or discount them; and
 - 4.2.6 collect any Other Debt in the ordinary course of its business and in accordance with the Finance Agreement;
- 4.3 if requested by STB, open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Client with such mandates as STB may specify; and if requested by STB, procure that all payments received by it in respect of its Other Debts are paid into such bank accounts and only deal with the monies in any such account in accordance with the written

directions of STB from time to time (subject only to such rights as the bank at which the account is held may have in respect thereof);

- 4.4 on STB's demand execute an assignation of any Other Debts or Non Vesting Debts in such form as STB may require and intimate that assignation to the relevant debtors.

5 Undertakings

- 5.1 The Client agrees with STB that it will:

5.1.1 Conduct of Business

- (a) immediately it becomes aware thereof, provide STB with details of any litigation, arbitration or administrative proceedings in progress, pending or, to the knowledge of the Client, threatened against it, which might have a material adverse effect on the Charged Assets or the Client's ability to perform its obligations under this Floating Charge;
- (b) punctually pay those debts and liabilities which would, on the winding up of the Client, have priority over the Security created by this Floating Charge;
- (c) conduct its business so that its centre of main interest (for the purposes of Council Regulation (EC) No. 1346/2000) is located at all times in Scotland or England and Wales and not move its centre of main interest to another jurisdiction without STB's prior written consent.
- (d) inform STB if it acquires any Heritable Property, a Subsidiary or any other material asset;

5.1.2 Insurance

- (a) keep those Charged Assets that are of an insurable nature comprehensively insured against loss (including loss of rent and profits) or damage by fire and other risks usually insured against by prudent businesses or that STB reasonably requires to their full replacement or reinstatement value with insurers approved by STB;
- (b) procure that STB's interest is noted on all of the Client's insurance policies and produce to STB the receipts (or other evidence) for each current premium on its request; failing such production STB may assume that such insurance has lapsed and exercise its rights under clause 6.2.
- (c) maintain third party and public liability insurance required for its business;

5.1.3 Heritable Property

- (a) keep all Heritable Property in good and substantial repair and allow STB access, at all reasonable times, to view the condition of its Heritable Property;
- (b) observe and perform all real burdens and title conditions for the time being affecting its Heritable Property or its use or enjoyment of any Heritable Property;
- (c) comply in all material respects with all statutory and regulatory obligations relating to its Heritable Property;
- (d) comply with all Environmental Laws and Environmental Licences applicable to the Heritable Property owned by it and its business and promptly, on STB's request, provide it with copies of any Environmental Licences;
- (e) upon becoming aware thereof, notify STB of any claim made or threatened against the Client and any condition imposed pursuant to any Environmental Licence or Environmental Law which requires the Client to incur any capital expenditure or materially alter the nature or manner of conduct of its business;
- (f) observe and perform all the tenant's obligations in any lease under which any Heritable Property is held and enforce the observance and performance of all obligations of other persons under any lease or licence granted by it;
- (g) grant STB or its solicitors, on request, all reasonable facilities to enable it or them to carry out, at the Client's expense, such investigation of title to any Heritable Property and enquiries about it as would be carried out by a prudent standard security holder;
- (h) punctually pay and indemnify STB and any Receiver or Administrator against all rent, rates, taxes, charges and any other outgoings payable in respect of any Heritable Property and promptly produce the receipts for them to STB upon its request;
- (i) in relation to any Heritable Property, not, without STB's prior written consent:
 - (i) part with or share possession or occupation or grant or extend any lease or licence or agreement for the same; grant any licence or permission to any tenant, licensee or other occupier to assign, sub-let, part with possession or occupation; or irritate, determine, accept or agree to accept the surrender of any lease granted by it;
 - (ii) vary the terms of any lease or licence granted by it;

- (iii) agree any downward rent review of any lease or licence granted by it;
- (iv) make or allow any material change of use or any development within the Town and Country Planning Acts;
- (v) create or permit to arise any interest having overriding effect or permit any person to become entitled to any right, servitude, real burden, title condition or other matter which might adversely affect the use, value or marketability of any Heritable Property;

5.1.4 Plant and Machinery

- (a) maintain any plant, machinery or equipment in good and substantial repair and serviceable condition and (where applicable) ensure that it is properly and regularly serviced in accordance with any relevant warranties or manuals;
- (b) only permit its plant, machinery or equipment to be used or handled by individuals who are properly qualified and trained and not allow it to be overloaded or to be used for any purpose for which it is not designed or reasonably suitable and take all reasonable precautions to protect any plant, machinery or equipment from deterioration or damage;
- (c) obtain all necessary certificates, licences, permits and authorisations from time to time required for the use and/or operation of any plant, machinery or equipment and not to do or permit to be done any act or omission whereby any plant, machinery or equipment or its use would contravene any legislation or regulations for the time being in force;
- (d) not, without STB's prior written consent make any modification (or permit any modification to be made) to any plant, machinery or equipment if the effect of such modification may be, in STB's opinion, to reduce the value of any plant, machinery or equipment;
- (e) notify STB of any material loss, theft, damage or destruction of any plant, machinery or equipment;
- (f) inform STB of any change in the location, condition, use or operation of any plant, machinery or equipment and permit any persons designated by STB at all reasonable times to inspect, examine and photograph any plant, machinery or equipment and all records maintained in connection with it;
- (g) prevent any plant, machinery or equipment from being attached under any landlord's hypothec or subject to

diligence, execution or any other legal process of any kind for any reason; and

- (h) punctually pay and indemnify STB and any Receiver or Administrator against any assessments, fees and charges in respect of any plant, machinery or equipment;

5.1.5 Intellectual Property

- (a) protect its Intellectual Property against theft, loss, copying or unauthorised use by third parties and upon becoming aware of any infringement of or challenge to, its Intellectual Property, inform STB and take (or permit STB in the name but at the expense of the Client to take) whatever action is necessary to prevent such infringement or challenge or to recover damages;
- (b) take all necessary actions (including obtaining all necessary registrations and paying all applicable renewal and licence fees) to ensure that the Intellectual Property to which the Client is or may become entitled is valid and subsisting and remains owned by the Client and not allow any Intellectual Property to be abandoned, cancelled or to lapse; if any Intellectual Property shall at any time lapse or become void, it will do everything necessary to restore such Intellectual Property to the Client.

5.2 The Client represents and warrants to STB that:

5.2.1 so far as the Client is aware, there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from its Heritable Property or any adjoining premises; and no such substances or any controlled waste have been stored or disposed of on the Heritable Property or, so far as the Client is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws;

5.2.2 the Client is not in breach of and has not incurred or become subject to any civil or criminal liability under any Environmental Laws or the terms of any Environmental Licence and it has not done anything or omitted to do anything which could result in any liability being imposed on STB under any Environmental Law.

5.3 If the Client is the tenant of any Heritable Property and is required either to insure or to reimburse the landlord for the insurance premium paid by it then, provided that upon STB's request it produces evidence satisfactory to STB that it or the landlord has complied with its obligations to insure that Heritable Property in accordance with the terms of the lease, the Client shall be treated as having complied with its insuring obligation in this Floating Charge.

5.4 The Client shall not dispose of any Charged Assets other than for market value in the ordinary course of business.

6 Further Assurance and Power of Attorney

- 6.1 When required by STB or any Receiver the Client shall, at its own cost:
- 6.1.1 execute an assignation in security or fixed security over any Charged Assets of the Client and such assignation or security shall secure the Secured Obligations and contain a power of sale which arises immediately upon execution and such other provisions including any similar to those in this Floating Charge as STB or any Receiver may reasonably require;
 - 6.1.2 execute any documents or do any other thing which STB or any Receiver may require for completing STB's or such Receiver's title to or protecting the security created by this Floating Charge or in connection with the exercise of any powers given to STB or any Receiver under this Floating Charge; and
 - 6.1.3 convey, transfer, assign or otherwise deal with any Charged Assets in such manner as STB or any Receiver may require in connection with any enforcement of this Floating Charge.
- 6.2 If the Client fails to comply with any of its obligations under this Floating Charge (including failing to insure or repair any Heritable Property or plant, machinery or equipment) the Client irrevocably authorises STB (and any agent appointed by it) to make good such failure on its behalf. For this purpose the Client authorises STB (and any agent appointed by it) to enter into its Heritable Property. STB shall not become liable as creditor in possession as a result of any action taken by it under this clause. All costs and expenses incurred by STB pursuant to this authority shall be reimbursed by the Client to STB on its demand.
- 6.3 The Client irrevocably appoints STB and any Receiver severally to be its attorneys acting in their respective own interests in its name and on its behalf to:
- 6.3.1 do all things which the Client may be required to do under this Floating Charge;
 - 6.3.2 sign, execute, and deliver and otherwise complete STB's title to any security required to be executed pursuant to clause 6.1; and
 - 6.3.3 sign, execute, deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required to enable STB or any Receiver to exercise their powers under this Floating Charge, or to complete STB's title to or vest in STB, its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any or the exercise of any other power under this Floating Charge.
- 6.4 Each attorney may appoint a substitute or delegate his authority. The Client ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney in this clause 6.

7 Enforcement of Security

7.1 At any time upon the occurrence of a Termination Event which is continuing, STB may with or without further notice to the Client:

- 7.1.1 appoint one or more persons as an Administrator of the Client;
- 7.1.2 appoint one or more persons as a Receiver to the Client in respect of any of the Charged Assets, provided that they comprise less than the whole or substantially the whole of the Client's assets; and
- 7.1.3 exercise all the powers conferred on a Receiver by this Floating Charge and the Insolvency Act,

in each case in accordance with and to the extent permitted by applicable laws.

7.2 In relation to Receivers:-

- 7.2.1 STB may appoint any Receiver upon such terms as to remuneration and otherwise as STB thinks fit.
- 7.2.2 Any Receiver will be the agent of the Client for all purposes and the Client will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of STB. STB shall not incur any liability (either to the Client or to any other person) by reason of the appointment of a Receiver or for any other reason (unless the liability arises as a result of that party's gross negligence or wilful misconduct).
- 7.2.3 Where two or more persons are appointed as Receiver under this Floating Charge any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.
- 7.2.4 STB may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not STB appoints any other person as Receiver in his place.

8 Powers on Enforcement

- 8.1 An Administrator will have all the powers given to him under the Insolvency Act.
- 8.2 A Receiver shall have and be entitled to exercise all the powers set out in Schedule 2 to the Insolvency Act.
- 8.3 By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Client):
 - 8.3.1 to make any compromise or arrangement which STB or such Receiver may think fit;
 - 8.3.2 to exercise all powers and rights under any contract of agreement forming part of the Charged Assets including, without limitation, all voting and other rights attaching to securities owned by the Client;

- 8.3.3 to exercise all powers conferred by the Insolvency Act on receivers appointed in England and Wales in respect of any of the Charged Assets located in England and Wales;
- 8.3.4 to do any thing or exercise any right which the Client would have been entitled to do or exercise if no Receiver had been appointed; and
- 8.3.5 to do all other acts and things which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Assets or for or in connection with the enforcement of this Floating Charge or the realisation of any Charged Assets,

and may use the name of the Client in connection with any exercise of such powers.

- 8.4 At any time after the security given by this Floating Charge has become enforceable, STB may redeem any prior Security against the Charged Assets or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Client. Any money paid by STB in connection with a redemption or transfer of a prior encumbrance will form part of the Secured Obligations and shall be payable on demand.
- 8.5 If any Receiver or any of its delegates takes possession of any Charged Assets it may deal with such Charged Assets as it shall see fit.

9 Delegation of powers by receiver

- 9.1 STB and any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by STB or the Receiver under this Floating Charge in relation to any Charged Assets and any such delegation may be made upon such terms as STB or such Receiver may think fit.
- 9.2 Neither STB nor any Receiver shall be in any way liable or responsible to the Client for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud or gross negligence of the delegate.

10 Reimbursement and indemnity

Any money paid by STB or any Receiver:

- 10.1 as a result of STB or any Receiver taking action which STB or any Receiver considers necessary or desirable in connection with any Charged Assets or to procure compliance with any obligation of the Client in this Floating Charge; or
- 10.2 in respect of any action or thing expressed in this Floating Charge to be done at the cost of the Client and all costs, fees, taxes and expenses incurred by STB or any Receiver under or in connection with this Floating Charge or its enforcement and/or the preservation of STB's rights under this Floating Charge

shall be reimbursed by the Client to STB on demand.

11 Application of sums realised

- 11.1 All money received by STB or any Receiver under this Floating Charge will be applied in the following order:
- 11.1.1 first, in or towards payment of liabilities having priority to the Secured Obligations;
 - 11.1.2 secondly, in or towards payment of all costs, charges and expenses incurred in or incidental to the exercise or performance (or attempted exercise or performance) by STB of any of the powers or authorities conferred by or in any other way connected with this Floating Charge;
 - 11.1.3 thirdly, in or towards payment to the Receiver of his remuneration fixed in accordance with this Floating Charge;
 - 11.1.4 fourthly, in or towards payment to STB of the Secured Obligations in such order as STB in its absolute discretion thinks fit;
 - 11.1.5 fifthly, in payment to the Client of any surplus.
- 11.2 If any money is received by STB or a Receiver as a result of the enforcement of this Floating Charge at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due) or when the Secured Obligations include contingent or future liabilities, STB or such Receiver may hold some or all of such money in a suspense account.

12 Protection of persons dealing with STB or receiver

No person dealing with STB or any Receiver will be concerned to enquire:

- 12.1 whether any event has happened upon which any of the powers conferred by this Floating Charge may have arisen or be exercisable;
- 12.2 otherwise as to the propriety or regularity of any exercise of the powers conferred by this Floating Charge or of any act purporting or intended to be in exercise of such powers; or
- 12.3 whether any Secured Obligations remain owing.

13 Appropriation and Suspense Account

- 13.1 STB may apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit. Any such appropriation shall override any appropriation by the Client.
- 13.2 All monies received, recovered or realised by STB under, or in connection with, this Floating Charge may at the discretion of STB be credited to a separate interest bearing suspense account for so long as STB determines (with interest accruing thereon at such rate, if any, as STB may determine for the account of the Client) without STB having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Obligations.

14 Notice of subsequent charge

If STB receives notice of any Security or other interest affecting any Charged Assets other than a Permitted Security Interest:

- 14.1 it may open a new account for the Client in its books and may transfer any outstanding balance owing by the Client to such new account;
- 14.2 if STB does not open a new account then, unless it gives express written notice to the contrary to the Client, all payments made by the Client to STB will as from the time of receipt of such notice by STB be treated as having been credited to a new account of the Client and not as having been applied in reduction of the Secured Obligations.

15 Payments

- 15.1 If a payment is made to STB or any Receiver under this Floating Charge in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), STB may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Client will remain liable for such shortfall and such shortfall shall form part of the Secured Obligations.
- 15.2 Any certificate signed by STB as to any amount payable under this Floating Charge at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of such amount and be binding on the Client.
- 15.3 All amounts payable by the Client under this Floating Charge will be paid in full without set off or other deduction.
- 15.4 STB may at any time without notice set-off against any Secured Obligations any amount owed by it to the Client. STB may effect such set-off by transferring all or any part of any balance standing to the credit of any of the Client's accounts with it to any other account or by combining or consolidating such accounts.

16 Costs and Expenses

- 16.1 The Client shall promptly on demand pay to STB the amount of all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) reasonably incurred by STB in connection with:
 - 16.1.1 the negotiation, preparation, execution, registration, and completion of this Floating Charge or any document referred to in this Floating Charge; or
 - 16.1.2 any actual or proposed amendment or extension of, or any waiver or consent under, this Floating Charge.
- 16.2 The Client will on demand pay:
 - 16.2.1 all professionals' fees (including VAT) and any other costs, charges or expenses (on a full indemnity basis) incurred by STB and any Administrator or Receiver; or

- 16.2.2 any charge levied by STB to compensate it for additional administrative time not reasonably anticipated to be incurred by it on the date of this Floating Charge at a rate commensurate with the complexity of the matter;

in either case, in connection with the actual or attempted completion, preservation, defence or enforcement of this Floating Charge or the preservation or disposal of any Charged Assets or the exercise of any power under this Floating Charge or any amendment, waiver, consent or release of this Floating Charge.

17 Indemnity and Exclusion of Liability

- 17.1 The Client shall promptly indemnify STB and every Receiver and any of their delegates (each an Indemnified Person) against any cost, loss or liability together with any associated VAT incurred by any of them as a result of:
- (a) the taking, holding, protection or enforcement of this Floating Charge;
 - (b) the exercise of any of the rights, powers, discretions and remedies vested in STB and each Receiver by this Floating Charge or by law; and
 - (c) any default by the Client in the performance of any of the obligations expressed to be assumed by it in this Floating Charge..
- 17.2 STB may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause and shall have a lien on this Floating Charge and the proceeds of the enforcement of this Floating Charge for all monies payable to it.
- 17.3 Neither STB nor any Receiver shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.
- 17.4 The Client may not take proceedings against any officer, employee or agent of STB in respect of any claim it might have against STB or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Floating Charge and any officer, employee or agent of STB may rely on this clause.

18 Notices

- 18.1 All consents, notices and other communications must be in writing.
- 18.2 STB may deliver notices in person or by post to the Client's registered office or the address last known to STB at which the Client carried on business or by fax, email or via Electronic Data.
- 18.3 Any such notice or process will be considered served:
- (i) if delivered - at the time of delivery;
 - (ii) if sent by post - 48 hours from the time of posting;

- (iii) if sent by facsimile transmission or electronic medium - at the time of transmission; and
- (iv) if handed over - at the time of handing over.

18.4 The Client must serve notice to STB to STB's registered office, unless otherwise notified by STB.

19 Miscellaneous

- 19.1 This Floating Charge is a continuing security and extends to the ultimate balance of the Secured Obligations irrespective of any intermediate payment or discharge in whole or in part.
- 19.2 This Floating Charge is in addition to and will not in any way be prejudiced or affected by the holding or release by STB or any other person of any other security at any time held by STB.
- 19.3 The provisions of this Floating Charge shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Floating Charge shall not in any way be affected or impaired thereby.
- 19.4 No failure or delay by STB in exercising any right or remedy under this Floating Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy. Any waiver given under this Floating Charge will only be effective if given in writing and then only in the instance and for the purpose for which it is given.
- 19.5 STB may at any time assign or transfer the benefit of this Floating Charge (or all or any of its rights under this Floating Charge) to any person in accordance with the Finance Agreement. The Client may not assign or otherwise transfer the benefit or burden of this Floating Charge (or all or any of its rights under this Floating Charge) without the prior written consent of STB. The Client shall, immediately upon being requested to do so by STB, enter into such documents as may be necessary or desirable to effect such assignation or transfer.

20 Release

- 20.1 Upon the Secured Obligations being irrevocably and unconditionally paid or discharged in full, STB will, at the request and cost of the Client, release this Floating Charge.
- 20.2 If any payment by the Client or any other person or any release given by STB is avoided or adjusted pursuant to the Insolvency Act:
 - 20.2.1 the Client's liability for the Secured Obligations will continue as if the payment, release, avoidance or adjustment had not occurred; and
 - 20.2.2 STB will be entitled to recover the value or amount of that payment or security from the Client as if the payment, release, avoidance or adjustment had not occurred.

21 Registration

The Client consents to the registration of this Floating Charge and any Certificate referred to in clause 15.2 for execution.

22 Law and Jurisdiction

This Floating Charge shall be governed by and construed in accordance with Scots law. The Client accepts the non-exclusive jurisdiction of the Scottish courts to hear and decide any proceedings arising out of this Floating Charge. However, the Client agrees that STB may bring such proceedings or enforce any decree or judgement in the courts of any other jurisdiction.

IN WITNESS WHEREOF this Floating Charge comprising this and the 16 preceding pages is executed as follows:-

SIGNED for and on behalf of BARCLAY & MATHIESON LIMITED by:-

at MANCHESTER

on 22 MARCH 2018

in the presence of:-



Director

Witness



Full Name

NICK DUCKER

Address

gunnercooke llp
53 King Street
Manchester M2 4LQ

Date of Delivery:

26 MARCH 2018