

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☐ **What this form is NOT for**
You may not use this form to
register a charge w/
instrument. Use for

500957/213
For further information, please
refer to our guidance at:
ov.uk

This form must be delivered to the Registrar for registr.
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery.

TUESDAY



S58M4LNU

SCT

07/06/2016

#46

COMPANIES HOUSE



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 9 9 3 5 6
Company name in full LANARK ROAD PROPERTY LIMITED

For official use
1 2 6

→ 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 3 0 0 5 2 0 1 6

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 SKANDIANVISKA ORTOPEDEKTEKNISKA LABORATONET
AKTIEBOLAY

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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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.

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.

Brief description

ALL ASSETS OF THE COMPANY INCLUDING UNCALLED CAPITAL WHICH IS OR MAY BE FROM TIME TO TIME COMPRISED IN THE COMPANY'S PROPERTY AND UNDERTAKING

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 statement¹

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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X  X

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

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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 WGG/MCARJ-01-01

Company name ENNOVA LAW

Address 26 GEORGE SQUARE

Post town EDINBURGH

County/Region

Postcode E H 8 9 L D

Country

DX DX ED 39 EDINBURGH

Telephone 0131662 4555



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.



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

CERTIFIED TRUE COPY

FLOATING CHARGE

by

Ennova Limited

ENNOVA LAW

Lanark Road Property Limited a company incorporated in Scotland under the Companies Acts (registered in Scotland with registered number SC199356 and having its registered office at 32 Groathill Road North Edinburgh EH4 2SC ("the Company"))

in favour of

Skandianviska Ortopedtekniska Laboratonet Aktiebolag with a company registration number 556485-1854, with an address at Maguus Paulins Gata 1 254 33 Helsingborg, Ljungby

INTERPRETATION

1. In this Floating Charge except to the extent that the context requires otherwise:-

"Associated Company" means a Company which would be a Subsidiary within the meaning of Section 736 of the Companies Act 1985 if the relevant holding of equity share capital was more than ten per cent (rather than half) in nominal value;

"the Lender" means Skandianviska Ortopedtekniska Laboratonet Aktiebolag with a company registration number 556485-1854, with an address at Maguus Paulins Gata 1 254 33 Helsingborg, Ljungby

"Business Day" means a day (other than a Saturday or Sunday) on which Lenders generally are open for business in the City of London;

"Holding Company" and "Subsidiary" are respectively as defined in Section 736 of the Companies Act 1985;

"Secured Obligations" means the monies due, owing or incurred by and other liabilities of the Company to the Lender the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Floating Charge PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Floating Charge (or any part thereof) would constitute unlawful financial assistance within the meanings of Sections 151 and 152 of the Companies Act 1985 and in respect of which the appropriate procedures in accordance with Sections 155-158 of the

Companies Act 1985 have not been complied with;

"Specified Rate of Interest" means a rate calculated on a daily basis five percent (5%) per annum or such other rate as determined by the Lender ("the Agreed Rate") and in the case of liabilities of the Company which are in any currency other than Sterling at a rate per annum calculated on a daily basis equal to the cost to the Lender as certified by the Lender of funding the relevant amount of such currency plus five percent (5%) or (if higher) calculated by reference to the Agreed Rate.

2. The Company BINDS and OBLIGES itself to the Lender that it will on demand by the Lender pay to the Lender:-
 - 2.1 All sums of money which have been or are now or may hereafter from time to time be advanced to the Company by the Lender;
 - 2.2 All other indebtedness and/or liabilities whatsoever of the Company to the Lender present, future, actual and/or contingent and whether incurred solely, severally, jointly and as principal or surety;
 - 2.3 (On a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Floating Charge and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Borrower by the Lender, or by any person appointed by the Lender pursuant to this including (but without prejudice to the generality of the foregoing) remuneration payable to such person PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause 2.3, interest shall accrue and be payable as from the date on which the same are paid by the Lender, or by any such persons as therein mentioned or become due to such person under the terms of his appointment without the necessity for any demand being made for payment thereof and PROVIDED FURTHER THAT such costs, charges and expenses shall for the avoidance of doubt include all amounts which the Lender may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Floating Charge and the recovery of the liabilities secured by it. A certificate signed by an officer of the Lender as to the amount of such costs and expenses for the time being due or incurred to the Lender from or by the Company shall for all purposes (in the absence of manifest error) be conclusive evidence against and binding upon the Company; and
 - 2.4 Interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other monies until demand or other due date at such respective rates as have been or may from time to time be agreed between the Company and the Lender or in default of any agreed rates at the Specified Rate of Interest and in any event from and after demand or such other due date until full discharge (as well after as before judgment) at the Specified Rate of Interest (unless any such rate as may have been agreed as aforesaid shall be higher than the Specified Rate of Interest in

which event such Agreed Rate shall continue to apply) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Lender to require payment of such interest.

3. IT IS HEREBY PROVIDED AND DECLARED:-

- 3.1 That a certificate under the hand of a Director or other Authorised Official of the Lender shall be sufficient to fix conclusively and to ascertain and determine the whole sums of principal, interest and others, which shall be due by the Company or for which the Company shall be liable to the Lender as aforesaid and to constitute a balance against the Company and no suspension or interdict of any charge or threatened charge for payment of the balance so constituted shall be applied for by the Company or granted nor shall any writ of execution thereon be applied for by the Company or granted, nor shall any action for payment thereof be defended by the Company except on consignment of the full amount thereof;
- 3.2 That nothing herein contained shall prejudice or affect any other security or securities which the Lender already holds or may hereafter hold for any sum or sums due or which may after the date hereof become due by the Company to the Lender over any property belonging to the Company, it being always in the power of the Lender to release or to discharge in whole or in part or parts any such security or to allow all or any of the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof in or towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by the Company shall remain in full force and effect in the same manner and to the same extent as if no such security or securities had ever existed; and
- 3.3 That the Lender, without prejudice to its rights under this Floating Charge and at its discretion, may grant to the Company or to any person or persons liable with or for the Company any time or other indulgence and may compound with the Company or them, accede to trust deeds and draw dividends and that all without notice to the Company or to any other person concerned.

4. IN SECURITY of the said sums of money above mentioned the Company HEREBY GRANTS in favour of the Lender to the intent that the security hereby created shall be a continuing security in favour of the Lender a FLOATING CHARGE over the whole of the property (including uncalled capital) which is or may be from time to time while this security is in force comprised in the Company's property and undertaking PROVIDED AND DECLARING always that:-

- 4.1 Except and subject to any pre-existing fixed or floating security granted by the Company to the Bank of Scotland or as may be otherwise agreed in writing by the Lender the Floating Charge hereby created shall rank in priority to any fixed security other than any fixed security in favour of the Lender which shall rank in all respects in priority and in preference to the Floating Charge hereby created as defined in Section 70 of the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force (which Act as so amended is hereinafter referred to

as "the Act") and any other charge being a fixed security or floating charge which shall have been granted or created by the Company after its execution hereof;

- 4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this charge;
- 4.3 This charge shall become enforceable upon and at any time after the occurrence of any of the following events:
 - 4.3.1 If the Company has failed to pay all or any of the Secured Obligations in accordance with Clause 2;
 - 4.3.2 Any step is taken (including, but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
 - 4.3.3 Any step is taken (including but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrator receiver or similar officer to the Company or any part of its undertaking or assets;
 - 4.3.4 The making of a request by the Company for the appointment of a receiver or administrator;
- 4.4 In the event that this charge becomes enforceable in accordance with Clause 4.3, the Lender shall be entitled at any time thereafter to appoint to the extent permitted and in accordance with the provisions of the Act an administrator of the Company or a receiver of all or any of the property hereby charged;
- 4.5 The Company shall be solely responsible for the acts and defaults of any receiver or administrator so appointed and for his remuneration, costs, charges and expenses and shall free and relieve the Lender of all liability therefor regardless of whether the Lender shall have undertaken or accepted such liability or been found liable therefor;
- 4.6 A demand or notice hereunder shall be in writing signed by an officer or agent of the Lender and may be served on the Company either by hand or post or facsimile. A demand or notice by post may be addressed to the Company at the Company's registered office, place of business or address last known to the Lender and a demand or notice so addressed and posted shall be deemed to have been received on the business day next following the day on which it was posted whether or not returned and undelivered. If sent by facsimile such notice may be sent to the last facsimile number of the Company known to the Lender and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

5. At any time (1) when there shall have occurred an event of default in respect of the Company's obligations to the Lender; (2) after being requested by the Company to appoint a receiver; or (3) after an application for an administration order in terms of Paragraph 22 of Schedule B1 to the Act in relation to the Company is presented to the Court by the Company or the Company's Directors or by a creditor or creditors of the Company or any meeting of the Company Directors is convened for the purpose of considering any resolution to present an application for such an order the Lender shall be entitled to appoint any one or more persons as a receiver of all or any of the charged assets and/or an administrator of the Company in accordance with and to the extent permitted by the Act under the declaration that:-
 - 5.1 Any instrument of appointment of a receiver or notice of appointment of an administrator hereunder shall be deemed duly executed if signed by an authorized signing official of the Lender;
 - 5.2 The Lender may appoint more than one person to be a receiver (with power to act both jointly and severally); and
 - 5.3 If any person appointed as a receiver or administrator in terms hereof shall be removed by the Court or shall otherwise cease to act then the Lender shall be entitled to appoint one or more persons in his place.
6. Any receiver appointed by the Lender shall be entitled to exercise all the powers conferred upon a receiver by Section 55 of the Act and any administrator appointed by the Lender shall be entitled to exercise all powers conferred upon an administrator by Schedule B1 to the Act, and in each case shall be entitled to take all steps incidental to the same or which may be calculated to facilitate the exercise of the same and in addition thereto shall have and be entitled to exercise the following powers:-
 - 6.1 To make any arrangements or compromise which he shall think expedient in respect of any claim by or against the Company and to sue in his own name or in the Company's name;
 - 6.2 To call up all or any portion of the Company's uncalled capital;
 - 6.3 To promote or procure the formation of any new company or corporation;
 - 6.4 To subscribe for or acquire for cash any share capital of such new company or corporation in name of the Lender and on behalf of the Lender and/or in the name or names of a nominee or nominees or trustee or trustees for the Company;
 - 6.5 To sell, feu, assign, transfer, exchange, hire out, grant, forfeit, irritate, renounce and/or give up leases of or otherwise dispose of or realize the charged assets or any part thereof to such new company or corporation, accept as consideration or part of the consideration thereof in the Company's name and on the Company's behalf and/or in the name or names of any nominee or nominees or trustee or trustees for it any shares or further shares in any such company or corporation or allow the payment

of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;

- 6.6 To sell, assign, transfer, exchange or otherwise dispose of or realise on the Company's behalf any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
 - 6.7 To sever and sell fixtures separately from the property to which they may be annexed;
 - 6.8 To convene an extraordinary general meeting; and
 - 6.9 To acquire any property on the Company's behalf;
7. The Lender and every receiver or administrator appointed by the Lender hereunder shall be entitled to be indemnified by the Company out of the charged assets :-
- 7.1 In respect of all liabilities and expenses incurred by the Company or him in the execution or purported execution of any of the powers, authorities or discretions vested in the Lender or him pursuant to the Act or hereto; and
 - 7.2 Against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the charged assets. The Lender and any such receiver or administrator may retain and pay all sums in respect of the same out of any monies recovered under the exercise of their respective powers herein contained or referred to.
8. THE COMPANY UNDERTAKES to procure that while this security is in force:-
- 8.1 When required by the Lender to grant such specific or fixed security or charge over the whole or any of the property of the Company or the Company's subsidiary companies as shall be required by the Lender or as the Lender shall direct;
 - 8.2 Without prejudice to the provisions hereinbefore contained, unless with the written consent of the Lender, the Company shall not create or allow to come into being any security over or charge upon the whole or any part or parts of the property (including heritable real and leasehold property wherever situated) assets, undertaking or uncalled capital of the Company or any of the Company's Associated Companies and no debentures, debenture stock or loan capital shall be created or issued and generally no moneys shall be borrowed or raised or the payments thereof secured in any manner of way by the Company or any of the Company's Associated Companies;
 - 8.3
 - 8.3.1 The whole property and corporeal assets belonging to the Company and the Company's Associated Companies shall be insured and kept insured for their full replacement value against loss by fire and such other risks as the Lender may require, the relative Policy or Policies being effected as appropriate in the name of the Lender as creditors or being endorsed or noted with reference to

the interest of the Lender as the Lender may require and the Company shall produce to the Lender, if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which the Lender may at the Company's expense effect or renew any such insurances as the Lender shall deem fit; and

- 8.3.2 All sums which may at any time be received under any such insurance or any other insurance covering any of the property and corporeal assets of the Company or the Company's Subsidiary Companies against such risks as aforesaid shall be applied in replacing, restoring or reinstating the property or assets destroyed or damaged unless the Lender shall require the same to be applied in or towards payment of any sum or sums due by the Company to the Lender, or shall otherwise consent in writing;
- 8.4 Except with the written consent of the Lender no part of the heritable, real or leasehold property of the Company or any of the Company's Associated Companies shall be sold or otherwise disposed of and no lease or sub-lease shall be granted of any of the heritable, real or leasehold property of the Company or any of the Company's Associated Companies and no other property or assets of the Company or any of the Company's Associated Companies shall be sold or otherwise disposed of unless in the ordinary course the Company's business or the business or businesses of any of the Company's Associated Companies;
- 8.5 No uncalled capital shall be called up by the Company or received in advance of calls without the written consent of the Lender and every amount received by the Company in respect of uncalled capital shall be paid by the Company to the Lender who may direct and may be applied by the Lender in or towards satisfaction of sums hereby secured or intended to be secured;
- 8.6 In fortification of this security and any further securities in favour of the Lender the titles to all the Company's heritable real and leasehold property (so far as these are in the Company's possession or within the Company's control) and the documents of title to such of the Company's incorporeal moveable property to which there is a document of title shall be deposited with the Lender at any time if the Lender so requires.
9. The Lender shall have the right to assign the whole or any part of the benefit to them respectively of the Floating Charge and the expression "the Lender" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Lender, who shall be entitled to enforce and proceed upon this Floating Charge in the same manner as if named herein. The Lender shall be entitled to impart any information concerning the Company to any such assignee or other successor of any participant or proposed assignee, successor or participant.

10. AND the Company binds and obliges itself for the whole of the expenses of creating and enforcing this security and also for the expenses of any assignation or discharge thereof; and the Company warrants these presents at all hands and against all persons; and the Company consents to the registration hereof and of any certificate signed in pursuance of these presents for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the seven preceding pages are subscribed by the said Lanark Road Property Limited by Ian McDonald, Director at Edinburgh on the Thirtieth day of May Two Thousand and Sixteen before this witness Karen Millar of 26 George Square, Edinburgh.

K. Millar (witness)

A handwritten signature, likely of Ian McDonald, consisting of several overlapping loops and strokes.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 199356

Charge code: SC19 9356 0126

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th May 2016 and created by LANARK ROAD PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th June 2016.

Given at Companies House, Edinburgh on 15th June 2016



Companies House



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