

MR01

566109/IB

Particulars of a charge

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 where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration with
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. It
must be scanned and placed on the public record. **Do not send the original.**

TUESDAY



S44TC2MH

SCT

07/04/2015

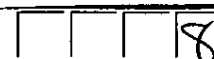
#82

COMPANIES HOUSE

1 Company details

Company number S C 2 6 2 4 7 4

Company name in full Embrace (North) Limited

 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 2 6 0 3 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 Barclays Bank plc

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

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.

Brief description

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.

☐ 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 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.

☐

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
for and on behalf of Burness Paull LLP

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 DAVID HARRIS

Company name BURNES PAULL LLP

Address 120 BOTHWELL STREET

Post town GLASGOW

County/Region

Postcode G 2 7 J L

Country

DX GW154 GLASGOW

Telephone 0141 248 4933



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 262474

Charge code: SC26 2474 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th March 2015 and created by EMBRACE (NORTH) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2015.

Given at Companies House, Edinburgh on 14th April 2015



Companies House



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

EXECUTION VERSION

~~Burness~~ Paul

EMBRACE (NORTH) LIMITED

as Chargor

in favour of

BARCLAYS BANK PLC

as Security Agent for the Secured Parties

BOND AND FLOATING CHARGE

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 30th DAY OF March 2015

Pinsent Masons LLP Pinsent Masons LLP

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BOND AND FLOATING CHARGE

by

- (1) **EMBRACE (NORTH) LIMITED**, a company incorporated in Scotland under the Companies Acts with registered number SC262474 and having its registered office at c/o Company Secretary, Allanbank, Bankend Road, Dumfries, DG1 4AN (the "**Chargor**")

in favour of

- (2) **BARCLAYS BANK PLC**, a company incorporated in England and Wales under the Companies Acts with registered number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP as security trustee for the Secured Parties ("**Security Agent**") which term shall include any person appointed as security trustee or as an additional trustee in accordance with the terms of the Intercreditor Agreement.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:

"**Administrator**" means any administrator appointed pursuant to this Instrument;

"**Event of Default**" has the meaning given to it in the Facilities Agreement;

"**Facilities Agreement**" means the facilities agreement between the Parent as Original Borrower; the Parent, the Chargor and others as Original Guarantors; Barclays Bank PLC as Arranger; Barclays Bank PLC as Original Lender; and Barclays Bank PLC as Agent and Security Agent and dated on or about the date of the Chargor's execution of this Instrument under which the Lenders agree to make available to the Borrower a term loan and revolving credit facility;

"**Finance Document**" has the meaning given to it in the Facilities Agreement;

"**Finance Parties**" has the meaning given to it in the Facilities Agreement;

"**Intercreditor Agreement**" has the meaning given to it in the Facilities Agreement;

"**Obligor**" has the meaning given to it in the Facilities Agreement;

"**Parent**" means Embrace Group Limited (registered in England with number 08948604);

“Receiver” means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Instrument, pursuant to any statute, by a court or otherwise) and includes joint receivers;

“Secured Assets” means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Chargor;

“Secured Obligations” means all monies and liabilities now or after the date of this Instrument due, owing or incurred by all Obligors, or by any of them, to the Finance Parties (or any of them) under the Finance Documents (or any of them) 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, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction;

“Security Period” means the period beginning on the date of the Chargor’s execution of this Instrument and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled; and

“Secured Parties” has the meaning given to it in the Facilities Agreement.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facilities Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.
- 1.2.2 The provisions of clause 1.2 (Construction) of the Facilities Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facilities Agreement are to be construed as references to this Instrument.
- 1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.2.4 The term this **“Security”** means any security created by this Instrument.
- 1.2.5 A reference to any asset, unless the context otherwise requires, includes any present and future asset.

1.2.6 If the Security Agent considers that an amount paid to it or a Receiver or any Finance Party is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.

1.2.7 Unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of sale of that Secured Asset.

2 BOND

2.1 The Chargor undertakes to the Security Agent for itself and as trustee for the Secured Parties that it will pay or discharge to the Security Agent all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge in accordance with the terms of the Finance Documents.

2.2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Instrument which is accordingly a qualifying floating charge.

3 FLOATING CHARGE

The Chargor as security for the payment and discharge of all the Secured Obligations hereby grants in favour of the Security Agent a floating charge over the Secured Assets.

4 NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

4.1 The Chargor agrees that it shall be prohibited from granting or creating subsequent to the date of execution of this Instrument any fixed security or any other floating charge over the Secured Assets or any part or parts of them, other than (i) in favour of the Security Agent; (ii) in favour of another person and with the prior written consent of the Security Agent; or (iii) any Permitted Security.

4.2 Any fixed security granted by the Chargor in favour of the Security Agent (whether before or after the date of execution of this Instrument) shall rank in priority to this Security.

4.3 In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 4.1 or with the consent of the Security Agent under Clause 4.1 but with no written agreement of the Security Agent as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

5 UNDERTAKINGS

- 5.1 The Chargor undertakes to the Security Agent in accordance with this Clause 5. The undertakings in this Clause 5 shall remain in force during the Security Period provided that to the extent there is any inconsistency between this Clause 5 and the Facilities Agreement, the Facilities Agreement shall prevail.
- 5.2 The Chargor shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Finance Parties of the Security created by or under this Instrument.
- 5.3 If the Chargor fails to comply with any of the undertakings set out in this Clause 5, it shall allow and irrevocably authorises the Security Agent and/or such persons as it shall nominate to take such action on behalf of the Chargor as shall be necessary to ensure that it complies with those undertakings.
- 5.4 The Chargor shall within 3 Business Days of demand indemnify the Security Agent against any reasonable cost, loss or liability incurred by it in taking any of the steps referred to in this Clause 5.

6 ENFORCEMENT

- 6.1 In addition to any statutory provisions concerning enforceability or attachment this Security shall become enforceable upon and the Security Agent's powers of appointment and other rights and powers shall become exercisable at any time after the occurrence of an Event of Default, which is continuing, and the Security Agent may then (or as soon thereafter as permitted by law) by instrument in writing appoint any person or persons (if more than one with power to act both jointly and separately) to be an administrator of the Chargor or (subject, if applicable, to Section 72A of the Insolvency Act 1986) a receiver of the Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause 6.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Security Agent shall be entitled so to appoint another person as Receiver in his place.
- 6.2 An Administrator shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and a Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act 1986, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 together with (in either case) the power to exercise any powers or rights incidental to ownership of the Secured Assets, including (as regards shares and other securities) any voting rights or rights of enforcing the same together with power to:
- 6.2.1 implement and exercise all or any of the Chargor's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;

- 6.2.2 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Chargor;
- 6.2.3 promote or procure the formation of any new company or corporation;
- 6.2.4 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;
- 6.2.5 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Secured Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Chargor and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) 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;
- 6.2.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
- 6.2.7 convene an extraordinary general meeting of the Chargor;
- 6.2.8 acquire any property on behalf of the Chargor;
- 6.2.9 do all such other acts and things as he may consider necessary or desirable for protecting or realising the Secured Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Instrument and exercise in relation to the Secured Assets, or any part thereof, all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same and use the name of the Chargor for all and any of the purposes aforesaid;

subject always to the rights of the Security Agent as holder of this Security.

- 6.3 To the extent that any of the Secured Assets constitutes "financial collateral" and this Instrument and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "Regulations")) the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the relevant

accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of any shares, stocks, debentures, bonds or other securities or investments, the market price of such shares, stocks, debentures, bonds or other securities or investments determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Instrument shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7 OFFICE OF RECEIVER

7.1 Any Receiver appointed under Clause 5.3 (Enforcement) shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act 1986) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for his remuneration and his costs, charges and expenses and the Security Agent shall not incur any liability for those (either to the Chargor or any other person) by reason of the Security Agent making his appointment as such Receiver or for any other reason whatsoever.

7.2 Any Receiver appointed under Clause 5.3 (Enforcement) shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Security Agent (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Obligations and accordingly be secured on the Secured Assets under the floating charge constituted by this Instrument.

8 DELEGATION

8.1 The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent and the Receiver (as appropriate) under this Instrument to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent and Receiver (as appropriate) may think fit.

8.2 The Security Agent and any Receiver will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

9 APPLICATION OF MONIES

- 9.1 All monies received by the Security Agent or any Receiver under this Instrument shall be applied in accordance with the terms of the Intercreditor Agreement.
- 9.2 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Instrument in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

10 CONTINUING SECURITY

- 10.1 The Security constituted by this Instrument shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

10.2 Recourse

The Security constituted by this Instrument:

- 10.2.1 is in addition to any other Security which any Finance Party may hold at any time for the Secured Obligations (or any of them); and
- 10.2.2 may be enforced without first having recourse to any other rights of any Finance Party.

11 PROTECTION OF THIRD PARTIES

- 11.1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire of the Security Agent, Receiver or others:
- 11.1.1 whether the Secured Obligations have become payable;
- 11.1.2 whether any power purported to be exercised has become exercisable;
- 11.1.3 whether any Secured Obligations or other monies remain outstanding;
- 11.1.4 how any monies paid to the Security Agent or to the Receiver shall be applied; or
- 11.1.5 the status, propriety or validity of the acts of the Receiver or Security Agent.

12 ADDITIONAL SECURITY

The Security created by or under this Instrument is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by any Finance Party.

13 SETTLEMENTS CONDITIONAL

13.1 If the Security Agent (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Instrument, such amount shall not be considered to have been paid.

13.2 Any settlement, discharge or release between the Chargor and any Finance Party shall be conditional upon no Security or payment to or for that Finance Party by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

14 SUBSEQUENT SECURITY

If the Security Agent or any Finance Party receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Security Agent, all payments made by the Chargor to the Security Agent or to any other Finance Party shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations.

15 NOTICES

Any communication under this Instrument or any other Security or Finance Document created by or under this Instrument, shall be made and given in accordance with the terms of clause 34 (Notices) of the Facilities Agreement.

16 INVALIDITY

Clause 36 (Partial invalidity) of the Facilities Agreement shall apply to this Instrument as if set out here in full but so that references to the Finance Documents shall be construed as references to this Instrument and any Security created by or under it.

17 ASSIGNMENT

Each Finance Party may assign or otherwise transfer all or any part of its rights under this Instrument or any Security created by or under it in accordance with the terms of the Finance Documents.

18 **CERTIFICATES AND DETERMINATIONS**

Clause 35.2 (Certificates and determinations) of the Facilities Agreement shall apply to this Instrument as if set out here in full but so that references to the Finance Documents shall be construed as references to this Instrument and any Security created by or under it.

19 **GOVERNING LAW**

This Instrument and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

20 **ENFORCEMENT**

20.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Instrument (including a dispute relating to the existence, validity or termination of this Instrument or any non-contractual obligation arising out of or in connection with this Instrument) (a “Dispute”).

20.2 The Chargor confirms that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly the Chargor will not will argue to the contrary.

20.3 This Clause 20 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

21 **SECURITY POWER OF ATTORNEY**

21.1 The Chargor, by way of security, irrevocably and severally appoints the Security Agent, any Receiver and any of their delegates or sub-delegates to be its attorney to:

21.1.1 (if no Default or Event of Default is continuing) take any action which the Chargor is obliged to take under this Instrument and which the Chargor has not taken themselves within the time period reasonably requested by the Security Agent; and

21.1.2 (if a Default or Event of Default is continuing) take any action which the Chargor is obliged to take under this Instrument.

21.2 The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 21.

22 **CONSENT TO REGISTRATION**

The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 9 pages are executed as follows:

THE CHARGOR

SUBSCRIBED for and on behalf of
the said EMBRACE (NORTH)
LIMITED

at 50 New Bond Street, London

on 26/03

by DAVID MANSON

Print Full Name

D. Manson

Director

before this witness

AIDAN FITTIS

Print Full Name

Aidan Fittis

Witness

Address

Pinsent Masons LLP
3 Colmore Circus
Birmingham
B4 6BH
Tel: +44 (0)121 200 1050
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DX: 703167 Birmingham 12