



Registration of a Charge

Company name: **AVANTICELL SCIENCE LIMITED**

Company number: **SC303949**

Received for Electronic Filing: **03/04/2019**



X82LGLPE

Details of Charge

Date of creation: **01/04/2019**

Charge code: **SC30 3949 0004**

Persons entitled: **BARWELL PLC (AS SECURITY TRUSTEE)**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HANNAH WARD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 303949

Charge code: SC30 3949 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 1st April 2019 and created by AVANTICELL SCIENCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2019 .

Given at Companies House, Edinburgh on 3rd April 2019

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

BOND AND FLOATING CHARGE

DATED: 1 APRIL 2019

BY

AVANTICELL SCIENCE LIMITED

IN FAVOUR OF

**BARWELL PLC
AS SECURITY TRUSTEE**

MACROBERTS

LLP

THIS BOND AND FLOATING CHARGE is delivered on 1 APRIL 2019 and granted by

AVANTICELL SCIENCE LIMITED (registered number SC303949) having its registered office at Gibbseyard Building, Auchincruive, Ayr, Ayrshire, KA6 5HW (the "Company")

in favour of

BARWELL PLC, (registered number SC142927) having its registered office at Sterling House, 20 Renfield Street, Glasgow G2 5AP in its capacity as security trustee for the Secured Parties (as defined below) (the "Security Trustee").

1. DEFINITIONS AND INTERPRETATION

1.1 In this Floating Charge, unless the context otherwise requires:-

| | |
|---------------------|--|
| "Act" | means the Insolvency Act 1986; |
| "Assets" | means the whole of the property, assets and undertaking (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company; |
| "Charged Property" | means all the assets of the Company which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Floating Charge; |
| "Delegate" | means any delegate, agent, attorney or co-trustee appointed by the Security Trustee; |
| "Event of Default" | means: (a) any event specified in paragraph 5.1 (<i>Events Resulting in Immediate Redemption</i>) of part 2 of the Schedule (<i>Interest and Redemption</i>) to the Loan Note Instrument; and (b) any other event or circumstance specified as such in any Finance Document. |
| "Finance Documents" | means the Loan Note Instrument, the Loan Notes, this Floating Charge, the Security Trust Agreement, any other document designated as such by the Company and the Noteholders, or the Company and the Security Trustee (acting on the instructions of the Noteholders); |

| | |
|-----------------------------------|--|
| "Floating Charge" | means this bond and floating charge; |
| "Loan Note Instrument" | means the loan note instrument issued by the Company and dated on or around the date hereof pursuant to which £200,000 secured loan notes are constituted together with any further loan notes issued in accordance with the terms of that instrument; |
| "Loan Notes" | means the loan notes constituted pursuant to the terms of the Loan Note Instrument; |
| "Noteholders" | means each Initial Noteholder and each Additional Noteholder (as each term is defined in the Security Trust Agreement); |
| "Receiver" | means a receiver or administrative receiver in each case appointed under this Floating Charge; |
| "Secured Obligations" | means all present and future indebtedness, monies, obligations and liabilities owed by Company to the Secured Parties under the Finance Documents, in whatever currency denominated, whether actual or contingent, whether owed as principal or as surety or in any other capacity and whether or not the Secured Parties were an original party to the relevant transaction and in whatever name or style, together with all interest, discount, commission and fees for which the Company may be or become liable to the Secured Parties thereunder; |
| "Secured Parties" | each Noteholder, any Receiver or Delegate and the Security Trustee; |
| "Security" | means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and |
| "Security Trust Agreement" | means the security trust agreement entered into among the Company, the entities named therein as the Initial Noteholders, and the Security Trustee and dated on or around the date hereof. |

1.2 Any reference in this Floating Charge to:-

- 1.2.1 the **"Company"**, the **"Security Trustee"**, or any **"Secured Party"** or any other person shall include successor in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, shall include any person for the time being appointed as an additional or replacement security trustee pursuant to the Security Trust Agreement;

- 1.2.2 any Finance Document or any other agreement or instrument shall be construed as a reference to that Finance Document or that other agreement or instrument as the same may have been, or may from time to time be, amended, supplemented, substituted, novated, assigned replaced, varied or restated (however fundamentally), whether or not as a result of any of the same:
- (a) there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - (b) any additional, further or substituted facility to or for such facility is provided;
 - (c) any rate of interest, commission or fees or relevant purpose is changed;
 - (d) the identity of the parties is changed;
 - (e) the identity of the providers of any security is changed;
 - (f) there is an increased or additional liability on the part of any person; or
 - (g) a new agreement is effectively created or deemed to be created.
- 1.2.3 a provision of law is a reference to that provision as amended or re-enacted;
- 1.2.4 a "**Clause**" is to a clause of this Floating Charge; and
- 1.2.5 an Event of Default which is "**continuing**" is an Event of Default which is continuing unwaived by the Security Trustee (acting on the instructions of the Secured Parties).
- 1.3 Words in the singular shall import the plural and *vice versa*.
- 1.4 The headings in this Floating Charge are for ease of reference only.
- 1.5 This Floating Charge is intended to take effect after its execution by the Company from the date of delivery of this Floating Charge as evidenced by the date inserted at the start of this Floating Charge.
- 1.6 Except as provided for in Clause 32.1, this Floating Charge does not confer on any person other than the Company, the Security Trustee and the Secured Parties, any right to enforce or otherwise invoke any term of this Floating Charge under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise.

- 1.7 This Floating Charge is subject to the terms of the Security Trust Agreement. If there is any conflict between the provisions of this Floating Charge and the provisions of the Security Trust Agreement, the provisions of the Security Trust Agreement shall prevail.

2. UNDERTAKING TO PAY

The Company undertakes to the Security Trustee (as security trustee for the Secured Parties) that it will on demand when due pay and discharge the Secured Obligations together with interest thereon from the date of such demand to the date of payment at the rate then payable on the Secured Obligations in respect of which such demand has been made.

3. FLOATING CHARGE

- 3.1 The Company, in security for the payment and discharge of the Secured Obligations, grants a floating charge in favour of the Security Trustee (as security trustee for the Secured Parties) over the Assets.

- 3.2 Paragraph 14 of Schedule B1 to the Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge created pursuant to Clause 3.1 above of this Floating Charge.

4. NEGATIVE PLEDGE AND PRIORITY

- 4.1 In the event the Company grants any Security after its execution of this Floating Charge in breach of Clause 4.2, the floating charge created by Clause 3.1 shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any such Security.

- 4.2 The Company shall not, without the prior written consent of the Security Trustee (acting on the instructions of the Secured Parties), create or permit to exist any Security over all or any part of the Assets.

5. CONTINUING SECURITY

- 5.1 This Floating Charge shall remain in full force and effect as a continuing security for the Secured Obligations and will extend to the ultimate balance of all the Secured Obligations, irrespective of any intermediate payment or satisfaction of the Secured Obligations or any of them.

- 5.2 The obligations of the Company under this Floating Charge, the security constituted by this Floating Charge, and the rights, powers and remedies of the Security Trustee provided by or pursuant to this Floating Charge or by law shall remain in full force and effect irrespective of any act, event or matter which might, as a matter of law or otherwise, discharge the security hereby created including (without limitation and whether or not known to it, the Security Trustee or any other Secured Party):-

- 5.2.1 any time or other indulgence granted in respect of any of the Secured Obligations; or

- 5.2.2 any increase in or waiver or discharge of any of the Secured Obligations or any amendment or termination of any agreement relating to the Secured Obligations; or
 - 5.2.3 the Security Trustee abstaining from perfecting or enforcing or giving up or waiving any other security, guarantee or other right or remedy for all or any of the Secured Obligations; or
 - 5.2.4 any legal limitation, disability, incapacity or other circumstance relating to, or any invalidity, unenforceability or frustration of any of the obligations of, any debtor in respect of the Secured Obligations; or
 - 5.2.5 any insolvency or similar proceedings.
- 5.3 The security constituted by this Floating Charge and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Floating Charge or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Security Trustee or any other Secured Party for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as security trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Floating Charge.
- 6. **ADDITIONAL SECURITY**
 - 6.1 This Floating Charge shall be without prejudice and in addition to any other security which may at any time be held by the Security Trustee from the Company or any other person in respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security.
 - 6.2 The Security Trustee shall not be obliged before exercising any of the rights conferred on it by this Floating Charge or by law:-
 - 6.2.1 to take any action, enforce any security, exercise any right of compensation or set-off or to obtain or enforce any judgement, decree or order in any court against the Company or any other person; or
 - 6.2.2 to make or file any claim or proof in a winding up, liquidation, administration or other insolvency proceedings of the Company or any other person.
- 7. **UNDERTAKINGS**

The Company shall:-

 - 7.1 maintain such insurances of such types, in such amounts, against such risks and with such companies as required in the ordinary course of business;

- 7.2 apply any monies received from any insurances in making good the loss or damage in respect of which the monies were received or, at the option of the Security Trustee, in repayment of the Secured Obligations;
- 7.3 keep all Assets in a good state of repair;
- 7.4 comply with all obligations and conditions relating to the heritable, freehold or leasehold property owned or occupied by the Company and at all reasonable times permit the Security Trustee and their representatives access to such property;
- 7.5 promptly pay all rates, rents, taxes and other outgoings in respect of any heritable, freehold or leasehold property owned or occupied by the Company;
- 7.6 provide the Security Trustee with such information relating to the business of the Company, its financial condition and the Assets as the Security Trustee may reasonably require from time to time;
- 7.7 permit the Security Trustee and any other person nominated by it free access at all reasonable times and on reasonable notice to enter upon and/or view the state and condition of the Charged Property (without, in any case, becoming liable to account as creditor, heritable creditor or mortgagee in possession);
- 7.8 comply with all laws, statutes and regulations (including those relating to the environment) which are applicable to it and obtain, effect, comply with and maintain in full force and effect all registrations, licences, consents, authorisations and exemptions required for the conduct of its business and the performance, validity and enforceability of this Floating Charge and any document entered into pursuant to this Floating Charge;
- 7.9 deposit with the Security Trustee all deeds and documents of title relating to any heritable, freehold or leasehold property owned by the Company from time to time;
- 7.10 notify the Security Trustee promptly of the acquisition of any heritable, freehold or leasehold property and, if so requested by the Security Trustee, execute and deliver to the Security Trustee, at the cost of the Company, a legal mortgage or standard security in favour of the Security Trustee over any heritable, freehold or leasehold property vested in it after the date of this Floating Charge; and
- 7.11 grant the Security Trustee and its representatives all facilities within its power to enable the Security Trustee or their representatives to carry out investigations of title into any property which is or may be subject to this Floating Charge.

8. PROHIBITION ON THE DISPOSAL OF ASSETS

The Company shall not without the prior written consent of the Security Trustee:-

- 8.1 dispose of the Assets or any part thereof or interest therein other than in the ordinary course of business;
- 8.2 sell, factor, assign or otherwise deal with book or other debts forming part of the Assets otherwise than in the ordinary course of collecting and realising the same;
- 8.3 pull down or remove the whole or any part of any buildings forming part of the Assets or sever or unfix or remove any of the fixtures thereto nor (except for the purposes of effecting necessary repairs thereto or of replacing the same) remove any of the plant and machinery belonging to or used by it; and
- 8.4 grant or agree to grant any tenancy or licence affecting all or any part of the Assets or grant or agree a lease or sublease of, or accept a surrender of a lease, sublease or tenancy of all or any part of the Assets.

9. NON-COMPLIANCE BY COMPANY

If the Company for any reason fails to observe or punctually to perform any of its obligations under this Floating Charge, the Security Trustee shall be entitled, on behalf of or in the name of the Company or otherwise and at the cost of the Company, to perform the obligation and to take any steps which the Security Trustee (acting reasonably) may consider necessary with a view to remedying or mitigating the consequences of the failure.

10. REPRESENTATIONS AND WARRANTIES

The Company represents and warrants to the Security Trustee on the date of this Floating Charge and on each date thereafter until the Secured Obligations have been irrevocably paid or discharged in full to the satisfaction of the Security Trustee that:-

- 10.1 it is a limited liability company, duly incorporated and validly existing under the laws of Scotland and it has the power to own its assets and carry on its business as it is being conducted;
- 10.2 it has the power to grant this Floating Charge and to perform its obligations hereunder, and no limit on its powers will be exceeded as a result of the grant of security contemplated by this Floating Charge;
- 10.3 it has taken all necessary corporate action to authorise the execution and delivery of this Floating Charge and to authorise the performance of its obligations hereunder;
- 10.4 the obligations expressed to be assumed by it in this Floating Charge constitutes valid, binding and enforceable obligations of the Company and (without limiting the generality of the foregoing)

this Floating Charge creates the security which it purports to create and that security is valid and effective;

10.5 neither the granting of this Floating Charge by the Company nor the performance of its obligations hereunder contravene any law or regulation applicable to it, its constitutional documents, or any agreement binding on it to which the Company is a party nor does it cause any limitation of any of the powers of the Company however imposed or the right or ability of the directors to exercise any of such powers to be exceeded;

10.6 all authorisations required for the entry into, performance, validity and enforceability of this Floating Charge by the Company and for the conduct of its business have been obtained and are in full force and effect;

10.7 no corporate action, legal proceeding or other procedure or step in relation to:

10.7.1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);

10.7.2 a composition, compromise, assignment or arrangement with any creditor; or

10.7.3 the appointment of a liquidator, Receiver, administrative Receiver, Receiver, trustee or other similar officer;

(or any analogous procedure or step in any jurisdiction) has been taken or, to its knowledge, threatened in relation to it or any of its assets;

10.8 no expropriation, attachment, sequestration, distress, execution or diligence (or any analogous process in any jurisdiction) affecting any of its assets has been taken or, to its knowledge, threatened in relation to it;

10.9 it is not unable and has not admitted its inability to pay its debts as they fall due (and has not been deemed to or declared to be unable to pay its debts under applicable law) and it has not suspended or threatened to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness and the value of its assets is not less than its liabilities (taking into account contingent and prospective liabilities);

10.10 for the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the "**Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its jurisdiction of incorporation and it has no "establishment" (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction;

- 10.11 it has a good, valid and marketable title to, or valid leases or licences of, and all appropriate authorisations to use, the assets necessary to carry on its business as it is being conducted; and
- 10.12 it is the sole legal and beneficial owner of the assets over which it purports to grant security under this Floating Charge.

11. ENFORCEMENT

The security constituted by this Floating Charge shall become immediately enforceable:

- 11.1 at any time after a notice by a Secured Party demanding payment, performance and/or discharge of any of the Secured Obligations has been properly demanded by that Secured Party on the Company; or
- 11.2 after the occurrence of an Event of Default which is continuing; or
- 11.3 after receiving a written request from the Company to appoint an administrator;
- 11.4 any step is taken by the Company or by any other person to appoint a Receiver in relation to the Company; or
- 11.5 after any Security is enforced in respect of any assets of the Company.

After the security constituted by this Floating Charge has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit.

12. RIGHT OF APPROPRIATION

To the extent that any of the Charged Property constitutes "financial collateral" and this Floating Charge and the obligations of the Company under this Floating Charge 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 (the "FCA Regulations")), the Security Trustee shall have the right, at any time after the security constituted by this Floating Charge has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the Company, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of company shares or equivalent securities, bonds or other tradeable capital markets debt instruments or other tradeable securities) the market price of such securities determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this Clause 12 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

13. APPOINTMENT OF RECEIVER

- 13.1 At any time after the security constituted by this Floating Charge has become enforceable or if the Company so requests the Security Trustee in writing, the Security Trustee may without prior notice to the Company:
- 13.1.1 appoint in writing any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property; or
 - 13.1.2 appoint one or more persons to be an administrator of the Company,
- in each case in accordance with and to the extent permitted by applicable laws.
- 13.2 The Security Trustee may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under schedule A1 of the Act except with leave of the court.
- 13.3 The Security Trustee may by writing (or by an application to the court where required by law):
- 13.3.1 remove any Receiver appointed by it; and
 - 13.3.2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver.
- 13.4 The powers of appointment of a Receiver conferred by this Floating Charge shall be in addition to all statutory and other powers of appointment of the Security Trustee under applicable law and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Charged Property.
- 13.5 Each Receiver shall be deemed to be the agent of the Company for all purposes. The Company alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.
- 13.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Floating Charge) individually or together with any other person appointed or substituted as Receiver.
- 13.7 Subject to section 58 of the Act, the Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by law or otherwise and the remuneration of the Receiver shall be a debt secured by this Floating Charge, which shall be due and payable immediately upon its being paid by the Security Trustee.

14. **POWERS OF RECEIVER**

14.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred by law.

14.2 Without prejudice to the generality of this Clause 14, each Receiver shall have and be entitled to exercise in relation to the Company all the rights, powers conferred on him by statute, including, without limitation, all of the powers set out in schedule 2 to the Act and, in addition to those powers will have the powers set out in Clause 14.3 below:

14.3 Each Receiver shall have the following powers (and every reference in this Clause 14.3 to the "Charged Property" shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):

14.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;

14.3.2 power to take immediate possession of, get in and collect any Charged Property;

14.3.3 power to carry on the business of the Company as he thinks fit;

14.3.4 power (but without any obligation to do so) to:

- (i) make and effect all repairs, alterations, additions and insurances and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
- (ii) commence or complete any building operations on any properties of the Company;
- (iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property; and
- (iv) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent the Company at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,

in each case as he thinks fit;

14.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the

purposes of this Floating Charge upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by the Company (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the Company on demand and until so reimbursed shall carry interest at the rate applicable to the relevant Secured Obligations from the date of payment by the Receiver until reimbursed (after as well as before any judgment));

- 14.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Charged Property either in priority to the security constituted by this Floating Charge or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 14.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 14.3.8 power to sever and sell separately any fixtures from any properties containing them without the consent of the Company;
- 14.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 14.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to any Charged Property;
- 14.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to the Company which may seem to him to be expedient;
- 14.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 14.3.13 power to form a subsidiary of the Company and transfer to that subsidiary any Charged Property;
- 14.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;

- 14.3.15 power to call any meeting of the members or directors of the Company in order to consider such resolutions or other business as he thinks fit;
 - 14.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
 - 14.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Floating Charge; and
 - 14.3.18 power to exercise any of the above powers in the name of or on behalf of the Company or in his own name and, in each case, at the cost of the Company.
- 14.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Floating Charge (either expressly or impliedly) upon a Receiver may after the security constituted by this Floating Charge has become enforceable be exercised by the Security Trustee in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

15. POWER OF ATTORNEY

- 15.1 The Company irrevocably appoints the Security Trustee and every Receiver severally and independently to be its attorney and in its name, on its behalf and to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
- 15.1.1 carrying out any obligation imposed on the Company by this Floating Charge; and/or
 - 15.1.2 enabling the Security Trustee or any Receiver to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Floating Charge or by law (including the exercise of any right of an owner of the Charged Property).
- 15.2 The Company shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 15.1 above.

16. PROTECTION OF THIRD PARTIES

- 16.1 No purchaser from, or other person dealing with, a Receiver shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether any of the Secured Obligations remains outstanding, whether a Receiver is authorised to act, how any money paid to the Security Trustee or to any Receiver is to be applied, or as to the propriety or validity of the exercise or purported exercise of any power.

- 16.2 The receipt of the Security Trustee or any Receiver shall be an absolute discharge to a purchaser from, or other person dealing with, the Security Trustee or that Receiver and shall relieve that purchaser of any obligation to see to the application of any moneys paid to or at the direction of the Security Trustee or that Receiver.

17. PROTECTION OF SECURITY TRUSTEE AND ADMINISTATOR

- 17.1 Neither of the Security Trustee nor the Receiver shall be liable to the Company in respect of any loss or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of their respective powers or for any other loss of any nature whatsoever. If the Security Trustee or any Receiver enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

18. APPLICATION OF PROCEEDS

All monies received or recovered by the Security Trustee or any Receiver pursuant to this Floating Charge, after the security constituted by this Floating Charge has become enforceable shall be applied in accordance with Clauses 4.3 to 4.10 (inclusive) (*Application of Proceeds*) in the Security Trust Agreement.

19. NEW ACCOUNTS

- 19.1 If the Security Trustee (acting in its capacity as security trustee for the Secured Parties) or any other Secured Party at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Security Trustee and/or any other relevant Secured Party may open a new account with the Company.
- 19.2 If the Security Trustee and/or any other Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the Company to the Security Trustee (whether in its capacity as security trustee for the Secured Parties or otherwise) and/or any other Secured Party shall be credited or be treated as having been credited to the new account of the Company and not as having been applied in reduction of the Secured Obligations.

20. PAYMENTS

- 20.1 The Company shall make all payments required to be made by it under this Floating Charge available to the Security Trustee for value on the due date at the time and in such funds specified by the Security Trustee as being customary for settlement of transactions in the relevant currency in the place of payment. Payment shall be made in the currency in which the relevant indebtedness is denominated.

- 20.2 All payments to be made by the Company under this Floating Charge shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

21. **EXPENSES**

The Company shall reimburse or pay to the Security Trustee or any Receiver on demand the amount of all costs and expenses (including legal and other professional fees plus disbursements) reasonably incurred by the Security Trustee and by any Receiver (together with any applicable value added tax) in connection with the exercise or the attempted exercise by or on behalf of the Security Trustee or a Receiver of any of the powers of the Security Trustee or a Receiver, and the enforcement, preservation of any rights under, or the attempted enforcement or preservation of any rights under, this Floating Charge.

22. **INDEMNITY**

The Company shall indemnify the Security Trustee and each Receiver from and against all losses, costs, expenses, claims, demands and liabilities whether in contract, delict, tort or otherwise (together with any applicable value added tax) reasonably and properly incurred by the Security Trustee or that Receiver or by any employee or agent of the Security Trustee or any Receiver in connection with anything done or omitted under this Floating Charge or any other document relating to it, or in the exercise or attempted or purported exercise of the powers in this Floating Charge, or occasioned by any breach by the Company of any of its undertakings or other obligations to the Security Trustee, or in consequence of any payment in respect of the Secured Obligations (whether made by the Company or a third person) being declared void or impeached for any reason.

23. **SET-OFF**

Without limiting any other rights conferred on the Security Trustee and/or any other Secured Party by law or by any other agreements entered into with the Company, the Security Trustee and each other Secured Party may (but shall not be obliged to) set off any matured obligation due from the Company under this Floating Charge (to the extent beneficially owned by the Security Trustee or, as the case may be, that Secured Party) against any obligation (whether matured or not) owed by the Security Trustee or, as the case may be, that Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee or, as the case may be, that Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Security Trustee and/or any other Secured Party is unliquidated or unascertained, the Security Trustee or, as the case may be, that Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

24. PERFECTION OF SECURITY

24.1 The Company shall promptly, on demand, execute any document or do any act or thing which the Security Trustee or any Receiver may reasonably specify in order to:

24.1.1 perfect this Floating Charge or the security created or intended to be created by this Floating Charge;

24.1.2 facilitate the exercise or the proposed exercise of any powers, rights and remedies of the Security Trustee or any Receiver under this Floating Charge or by law; and

24.1.3 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property.

24.2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Floating Charge.

25. RELEASE OF SECURITY

25.1 When the Secured Obligations have been irrevocably paid or discharged in full to the satisfaction of the Security Trustee or, if the Security Trustee so agrees (acting on the instructions of the Secured Parties), at any other time, the Security Trustee shall, subject to the provisions of Clause 26, at the request and cost of the Company, execute such documents as may be required to release this Floating Charge and any other security created over the Assets under the terms of this Floating Charge.

25.2 If any payment or discharge of any of the Secured Obligations is, in the reasonable opinion of the Security Trustee, liable to be avoided or invalidated under any enactment relating to bankruptcy or insolvency, the Security Trustee may refuse to grant any release of the security created by this Floating Charge for such further period as the risk of such avoidance or invalidity continues.

26. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under the law, including under any statute relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Security Trustee or any other Secured Party on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Trustee or any other Secured Party to recover the Secured Obligations from the Company (including any moneys which the Security Trustee or any other Secured Party may be compelled to pay or refund under the provisions of the Act and any costs incurred in connection therewith) or to appoint a Receiver and enforce this Floating Charge to the full extent of the Secured Obligations,

and this Floating Charge will continue or be reinstated as if the assurance, security or payment had not occurred.

27. EVIDENCE AND CALCULATIONS

Any certificate or determination by the Security Trustee as to any amount due to any of the Secured Parties or as to the amount of the Secured Obligations shall, in the absence of manifest error, be conclusive and binding on the Company for all purposes.

28. CUMULATIVE REMEDIES AND WAIVERS

The rights of the Security Trustee may be exercised as often as necessary, are cumulative and are in addition to their respective rights under general law and may be waived by the Security Trustee only in writing and specifically. Delay in the exercise or non-exercise of any right on the part of the Security Trustee shall not be a waiver of that right.

29. APPROPRIATIONS

29.1 Until all the Secured Obligations which may be or become payable by the Company under or in connection with this Floating Charge have been irrevocably paid, performed and discharged in full, the Lender may without affecting the liability of the Company under this Floating Charge:

29.1.1 refrain from applying or enforcing any other moneys, Security or rights held or received by it in respect of the Secured Obligations; or

29.1.2 apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Company shall not be entitled to direct the appropriation of any such moneys, Security or rights or to enjoy the benefit of the same; and/or

29.1.3 hold in a suspense account any moneys received from the Company or on account of the Company's liability in respect of the Secured Obligations. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Trustee to be a fair market rate.

30. SEVERABILITY

If any provision of this Floating Charge is or becomes invalid, illegal or unenforceable, that shall not affect the validity, legality and enforceability of any other provision of this Floating Charge.

31. SECURITY TRUST AGREEMENT

31.1 Clauses 3.21 (*Delegation*) and 7 (*Notices*) of the Security Trust Agreement shall apply as if it were set out in full in this Floating Charge, save that references to those clauses to "this

Agreement" shall be treated in this Floating Charge as being references to "this Floating Charge".

32. ASSIGNATION

32.1 The Security Trustee may assign, charge or transfer all or any of its rights under this Floating Charge in accordance with the terms of the Security Trust Agreement.

32.2 The Company may not assign, charge, transfer or otherwise dispose of any part of 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 the Security Trustee.

33. REGISTRATION

The Company consents to the registration of this Floating Charge and each certificate referred to in Clause 27 (*Evidence and Calculations*) above for preservation.

34. GOVERNING LAW

This Floating Charge and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, the laws of Scotland.

35. **JURISDICTION**

35.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Floating Charge (including a dispute regarding the existence, validity or termination of this Floating Charge or any non-contractual obligation arising out of or in connection with this Floating Charge (a "Dispute").


35.2 The Company agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.

IN WITNESS WHEREOF this Floating Charge consisting of this and the preceding eighteen pages is subscribed as follows:-

Subscribed for and on behalf of
AVANTICELL SCIENCE LIMITED

by Dr Colin Wilde

Anne Young
~~in the presence of:~~

 Director

Anne Young ~~Witness~~ Director

Anne Young Full Name

4 Bryden Place Address
Coylton KA6 6QE

All together at Ayr
on 28/03/19
(date of signature)