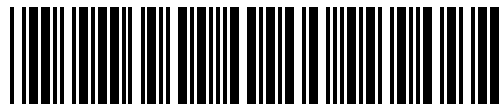




**Registration of a Charge**

Company Name: **APS GROUP (SCOTLAND) LIMITED**

Company Number: **SC369510**



Received for filing in Electronic Format on the: **18/05/2021**

XA4QSUBD

**Details of Charge**

Date of creation: **12/05/2021**

Charge code: **SC36 9510 0004**

Persons entitled: **BNP PARIBAS COMMERCIAL FINANCE LIMITED**

Brief description: **NONE**

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

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHRISTOPHER LISTER AT GATELEY PLC**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 369510

Charge code: SC36 9510 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th May 2021 and created by APS GROUP (SCOTLAND) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2021 .

Given at Companies House, Edinburgh on 18th May 2021

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**



DATED

12 May

2021

(1) APS GROUP (SCOTLAND) LIMITED

in favour of

(2) BNP PARIBAS COMMERCIAL FINANCE LIMITED  
as Funder

## FLOATING CHARGE

We certify that, save for material redacted pursuant to section 859C of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original instrument for and on behalf of

Gateley Plc

Gateley Plc  
Ship Canal House  
93 King Street  
Manchester  
M2 4WU

Certified by Christopher Lister  
SHA ID: 455937

14 May 2021

DLA Piper Scotland LLP  
Collins House  
Rutland Square  
Edinburgh  
EH1 2AA  
Tel: +44 (0) 8700 111 111  
Fax: +44 (0) 131 242 5555

WHR/WHR/348362/13/UKM/109701546.4

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THIS FLOATING CHARGE is delivered on

12 May

2021

BY:

- (1) **APS GROUP (SCOTLAND) LIMITED** a company incorporated in Scotland (registered number SC369510) whose registered office is at 21 Tennant Street, Edinburgh, EH6 5NA (the "Company");

IN FAVOUR OF:

- (2) **BNP PARIBAS COMMERCIAL FINANCE LIMITED** (the "Funder").

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Charge:

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Charge (unless the same are otherwise defined in this Charge); and

- (b) at all times the following terms have the following meanings:

"**Act**" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or, where the context so requires, any of those enactments;

"**Charge**" means these presents (and, as the context may require or imply, the floating charge hereby created) as amended or supplemented from time to time;

"**Default Rate**" means the rate of interest determined in accordance with clause 14 (*Default interest*) of the Facilities Agreement;

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Funder or by a Receiver;

"**Event of Default**" means each Event of Default as defined in the Facilities Agreement;

"**Facilities Agreement**" means the master facilities agreement dated the same date as this Charge and made between (1) APS Group Holdco Limited as Parent, (2) the subsidiaries listed in part I of schedule 1 thereto as Original Clients, (3) the subsidiaries listed in part I of schedule 1 thereto as Original Guarantors and (4) BNP Paribas Commercial Finance Limited as Funder, pursuant to which the Funder agreed to make certain facilities available to the Original Clients;

"**Finance Document**" means each "*Finance Document*" as that term is defined in the Facilities Agreement;

"**Receiver**" means any receiver or administrative receiver appointed in respect of the Secured Assets under this Charge and includes joint receivers;

**"Secured Assets"** means the whole of the property (including uncalled capital) which is or may from time to time, while this Charge is in force, be comprised in the property and undertaking of the Company;

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to each present and future Secured Party under or pursuant to any Finance Document (including all monies covenanted to be paid under this Charge);

**"Secured Parties"** means the Funder and any Receiver or Delegate;

**"Security"** means these presents (and, as the context may require or imply, the floating charge hereby created) as amended or supplemented from time to time; and

**"Security Period"** means the period beginning on the date of this Charge and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Funder has no further commitment, obligation or liability under or pursuant to the Finance Documents.

## 1.2 Interpretation

- (a) Unless a contrary indication appears in this Charge, the provisions of clause 2.2 (*Construction*) of the Facilities Agreement (other than clause 2.2(c)) apply to this Charge as though they were set out in full in this Charge, except that references to "*this Agreement*" will be construed as references to this Charge.
- (b) Unless a contrary indication appears, any reference in this Charge to:
  - (i) "**the Company**", the "**Funder**" or any other "**Secured Party**" or any other person shall be construed to as to include its successors in title, permitted assignees and permitted transferees;
  - (ii) this "**Charge**", the "**Facilities Agreement**" any other "**Finance Document**" or any other agreement or instrument is a reference to this Charge, the Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and
  - (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group; and
  - (iv) references to a "**fixed security**" mean a fixed security as defined by section 486 of the Companies Act 1985.
- (c) Each undertaking of the Company (other than a payment obligation) contained in this Charge:
  - (i) must be complied with at all times during the Security Period; and

(ii) is given by the Company for the benefit of the Funder.

- (d) If the Funder reasonably considers that an amount paid by any member of the Group to the Funder under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Charge.

### **1.3 Headings**

The table of contents and the headings in this Charge are included for convenience only and shall be ignored in construing this Charge.

### **1.4 Third party rights**

Save as expressly provided to the contrary in this Charge, a person who is not a party to this Charge has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Charge.

## **2. FLOATING CHARGE**

### **2.1 Undertaking to pay**

- (a) The Company undertakes to the Funder that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by the Company of a Secured Obligation which is made to or for the benefit of the Funder in accordance with the Finance Document under which such sum is payable to the Funder, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

### **2.2 Default Interest**

Any amount which is not paid under this Charge when due shall bear interest (both before and after decree and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis:

- (a) at the rate and in the manner agreed in the Finance Document under which such amount is payable; or
- (b) (in the absence of such agreement) at the Default Rate. In such a case, default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Funder (acting reasonably) states are appropriate.

### **2.3 Floating Charge**

In security for the payment and discharge of the Secured Obligations, the Company hereby grants a floating charge over the Secured Assets in favour of the Funder.

### **2.4 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Act applies to the floating charge created by or pursuant to this Charge (and such floating charge is a qualifying floating charge for the purposes of the Act).

## **2.5 Negative pledge and ranking**

Save with the prior written consent of the Funder:

- (a) the Company shall not create any fixed security or other floating charge over any part of the Secured Assets after its execution of this Charge except any fixed security in favour of the Funder or a Permitted Security; and
- (b) this Charge shall rank in priority to any fixed security or other floating charge created by the Company after its execution of this Charge except any fixed security in favour of the Funder.

## **3. PROTECTION OF SECURITY**

### **3.1 Continuing security**

This Charge is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Charge shall remain in full force and effect as a continuing security for the duration of the Security Period.

### **3.2 Additional and separate security**

This Charge is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Funder and/or any other Secured Party may at any time hold for any Secured Obligation.

### **3.3 Right to enforce**

This Charge may be enforced against the Company without the Funder and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

## **4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

### **4.1 Representations and warranties**

The Company represents and warrants to the Funder that:

- (a) it is duly incorporated and validly existing under the law of Scotland;
- (b) it has the power to grant this Security and perform its obligations hereunder;
- (c) the grant of this Security and the performance of its obligations hereunder will not contravene any law, regulation or agreement to which the Company is a party or by which it is bound, or cause any limitation on any of the powers of the Company however imposed, or the right or ability of its directors to exercise any of such powers, to be exceeded;

### **4.2 Time when representations made**

- (a) All the representations and warranties in this clause 4 and are deemed to be made by the Company on the date of this Charge and are also deemed to be made:
  - (i) on the date of each Notification;
  - (ii) on each Utilisation Date;



- (iii) on each date a Property Repayment Instalment is made;
  - (iv) on each Property Repayment Date; and
  - (v) on each P&M Repayment Date;
- (b) Each representation or warranty deemed to be made after the date of this Charge shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

#### 4.3 Undertakings

- (a) The Company undertakes that save as otherwise provided in the Facilities Agreement or unless otherwise agreed in writing by the Funder it shall not:
- (i) dispose of any of its heritable, freehold or leasehold property or any interest or estate therein or grant any lease, sub-lease, tenancy, sub-tenancy or licence thereof or surrender or accept the surrender of any of the foregoing (except for a Permitted Disposal or a Permitted Transaction);
  - (ii) dispose of any other of the Secured Assets or any interest therein otherwise than in the ordinary course of its trading activities, for market value, on an arm's length basis and for consideration payable in cash on normal commercial terms (except for a Permitted Disposal or a Permitted Transaction);
  - (iii) pull down or remove the whole or any part of any buildings or erections forming part of the Secured Assets or make any structural or external alterations thereto or sever or unfix or remove any of the fixtures attaching thereto or (except for the purpose of effecting necessary repairs or replacing with new or improved models or substitutes) remove any fixed plant or machinery belonging to or used by it; or
  - (iv) sell, factor, discount, assign or otherwise charge or dispose of its book debts or other accounts or payments receivable.
- (b) The Company undertakes that unless otherwise agreed in writing by the Funder it shall:
- (i) comply promptly with its obligations under the Facilities Agreement and the other Finance Documents;
  - (ii) on request deposit with the Funder all title deeds, certificates and other documents of title or evidence of ownership in relation to the Secured Assets;
  - (iii) promptly notify the Funder of its acquisition of any heritable, freehold or leasehold property, and if so requested, deposit with the Funder all title deeds, leases and other documents of title or evidence of ownership or occupation in relation to that property;
  - (iv) comply with all obligations, conditions and covenants relating to the heritable, freehold or leasehold property owned or occupied by the Company and promptly pay all rents, rates, taxes and other outgoings in respect thereof and give the Funder and its representatives access to such property at all reasonable times, on reasonable notice; and

- (v) keep the Secured Assets in good order (and where appropriate good working order) and repair and, where necessary, renew and replace them.

## **5. POWER TO REMEDY**

### **5.1 Power to remedy**

If at any time the Company does not comply with any of its obligations under this Charge, the Funder (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Company irrevocably authorises the Funder and its employees and agents by way of security to do all such things (including entering the property of the Company) which are necessary to rectify that default.

### **5.2 Monies expended**

The Company shall pay to the Funder on demand any monies which are expended by the Funder in exercising its powers under this clause 5, ~~together with interest at the Default Rate~~ from the date on which those monies were expended by the Funder (both before and after judgment) and otherwise in accordance with clause 2.2.

## **6. ENFORCEMENT**

### **6.1 When Enforceable**

This Charge shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

### **6.2 Enforcement**

After this Charge has become enforceable, the Funder may in its absolute discretion enforce this Charge in such manner as it sees fit.

### **6.3 Appointment of Receiver or administrator**

- (a) At any time after this Charge becomes enforceable (or if so requested by the Company by written notice at any time), the Funder may without further notice (unless required by law):
  - (i) appoint one or more persons as a Receiver or Receivers in respect of the Secured Assets, or apply to the Court for such appointment;
  - (ii) appoint one or more persons as an administrator of the Company;
  - (iii) make an administration application in respect of the Company; or
  - (iv) give notice of intention to appoint an administrator in respect of the Company.
- (b) The appointment of a Receiver or Receivers or an administrator, or the giving of notice of intention to appoint an administrator shall be effected by the Funder by written instrument or notice in accordance with and in such form as may be prescribed under the Act. If any such person so appointed as Receiver or administrator is removed from office by the Court or otherwise ceases to act, the Funder shall be entitled (subject to the provisions of the Act) to appoint a replacement in the same manner.

#### **6.4 Powers of Receiver**

A Receiver appointed under this Charge shall have the following powers in addition to those specified in Schedule 2 of the Act:

- (a) to promote or procure the incorporation of any new company (whether or not a subsidiary of the Company), to transfer any part of the Secured Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire shares, debentures, loan stock or loan capital in such company in name of the Company, or the Receiver, or its or his/her nominee or trustee;
- (b) subject to the articles of association, to convene extraordinary general meetings of the Company;
- (c) generally, without prejudice to the other provisions of this clause to exercise all the rights, powers and discretions in respect of the Secured Assets it would be entitled to exercise if it were the absolute owner thereof and to do all acts and things the Receiver may consider necessary or expedient for the realisation of the Secured Assets and the application of the proceeds in or towards satisfaction of or their retention as continuing security for the Secured Obligations; and
- (d) in respect of any of the Secured Assets situated in England and Wales (or any other jurisdiction) to exercise in addition to the foregoing powers, all the powers conferred by the Act or any other enactment or rule of law on receivers or receivers and managers (or analogous officers) in that jurisdiction.

#### **6.5 Agent of Company**

The Receiver shall be the agent of the Company. The Company shall (subject to the Companies Act 2006 and the Act) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to the Company or to any other person) by reason of the appointment of a Receiver or for any other reason.

#### **6.6 Removal and replacement**

The Funder may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Act) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

#### **6.7 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Secured Assets and/or the income of the Secured Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

#### **6.8 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Funder (or, failing such agreement, to be fixed by the Funder).

## **6.9 Payment by Receiver**

Only monies actually paid by a Receiver to the Funder in relation to the Secured Obligations shall be capable of being applied by the Funder in discharge of the Secured Obligations.

## **6.10 No liability**

Neither the Funder, any other Secured Party nor any Receiver or Delegate shall be liable (A) in respect of all or any part of the Secured Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).

## **6.11 Third parties**

No person (including a purchaser) dealing with the Funder or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Funder or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Funder or to the Receiver is to be applied.

## **7. APPLICATION OF PROCEEDS**

### **7.1 Application**

All monies received by the Funder or any Receiver after this Charge has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Charge ) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Funder or any other Secured Party or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Charge or the Security Assets;
- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 7.3 (*Appropriation and suspense account*); and
- (c) *thirdly*, in payment of any surplus to the Company or other person entitled to it.

### **7.2 Contingencies**

If this Charge is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Funder or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Funder may determine.

### **7.3 Appropriation and suspense account**

- (a) Subject to clause 7.1 (*Application*), the Funder shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Company.
- (a) All monies received, recovered or realised by the Funder under or in connection with this Charge may at the discretion of the Funder be credited to a separate interest-bearing suspense account for so long as the Funder determines (with interest accruing thereon at such rate (if any) as the Funder may determine without the Funder having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

## **8. SET-OFF**

### **8.1 Set-off rights**

- (a) The Funder may (but shall not be obliged to) set off any obligation which is due and payable by the Company and unpaid (whether under the Finance Documents or otherwise) against any obligation (whether or not matured) owed by the Funder to the Company, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after this Charge has become enforceable (and in addition to its rights under clause 8.1(a), the Funder may (but shall not be obliged to) set-off any contingent liability owed by the Company under any Finance Document against any obligation (whether or not matured) owed by the Funder to the Company, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Funder may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Funder may set off in an amount estimated by it in good faith to be the amount of that obligation.

### **8.2 Time deposits**

Without prejudice to clause 8.1 (Set-off rights), if any time deposit matures on any account which the Company has with the Funder at a time within the Security Period when:

- (a) this Charge has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Funder in its absolute discretion considers appropriate unless the Funder otherwise agrees in writing.

## **9. DELEGATION**

Each of the Funder and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Charge upon any terms (including power to sub-delegate) which it may think fit. Neither the Funder

nor any Receiver shall be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **10. FURTHER ASSURANCES**

10.1 The Company shall, at its own expense, promptly do all acts and execute all documents as the Funder or a Receiver may reasonably specify (and in such form as the Funder or a Receiver may reasonably require) in favour of the Funder, a Receiver or its nominees in order to:

- (a) perfect the Security created or intended to be created under or evidenced by this Charge; and/or
- (b) exercise any rights, powers and remedies exercisable by the Funder, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to this Charge or by law; and/or
- (c) confer on the Funder, any Receiver or the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Charge; and/or
- (d) after the Charge has become enforceable, facilitate the realisation of the assets which are, or are intended to be, the subject of this Charge.

10.2 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 Funder or the Secured Parties by or pursuant to the Finance Documents.

## **11. POWER OF ATTORNEY**

The Company, irrevocably and severally appoints the Funder, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or this Charge has become enforceable which the Company is obliged to take under this Charge, including under clause 10 (*Further assurances*) or if no Event of Default is continuing, which the Company has failed to take. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

## **12. CURRENCY CONVERSION**

All monies received or held by the Funder or any Receiver under this Charge may be converted from their existing currency into such other currency as the Funder or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Funder's Spot Rate of Exchange. The Company shall indemnify the Funder against all costs, charges and expenses incurred in relation to such conversion. Neither the Funder nor any Receiver shall have any liability to the Company in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

## **13. MISCELLANEOUS**

### **13.1 New accounts**

- (a) If the Funder or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any

Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Company. If it 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.

- (b) As from that time all payments made to the Funder or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

### **13.2 Assignment**

- (a) The Funder may assign or transfer all or any part of its rights under this Charge in accordance with the Facilities Agreement. The Company shall, immediately upon being requested to do so by the Funder, enter into such documents as may be necessary or desirable to effect such assignment or transfer.
- (b) The Company may not assign any of its rights or obligations under this Charge.

### **13.3 Consent to registration**

The Company consents to the registration of this Charge and of any certificate referred to in clause 15 (*Calculations and Certificates*) below for preservation and execution.

## **14. NOTICES**

### **14.1 Facilities Agreement provisions**

The provisions of clause 37 (*Notices*) of the Facilities Agreement (other than clause 37.5 (*Electronic communication*)) shall apply mutatis mutandis to this Charge as if set out in full herein.

### **14.2 Addresses for notices**

The addresses and facsimile numbers of the parties for the purposes of this clause 14 are:

#### **The Funder**

Address: Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent, TN4 8BS

For the attention of: Simon Parsons

Fax number: N/A

#### **The Company**

Address: APS Group, Bird Hall Lane, Cheadle, Stockport, SK3 0ZXP

For the attention of: The Directors

Fax number: N/A

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

## **15. CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by a Secured Party specifying the amount of any Secured Obligation due from the Company (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Company of the matters to which it relates.

## **16. PARTIAL INVALIDITY**

All the provisions of this Charge are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **17. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Funder (or any other Secured Party), any right or remedy under this Charge shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

## **18. AMENDMENTS AND WAIVERS**

Any provisions of this Charge may be amended only if the Funder and the Company so agree in writing and any breach of this Charge may be waived before or after it occurs only if the Funder so agrees in writing. A waiver given or consent granted by the Funder under this Charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## **19. RELEASE**

### **19.1 Release**

Upon the expiry of the Security Period or as required under the Facilities Agreement (but not otherwise) the Funder shall, at the request and cost of the Company, take whatever action is necessary to discharge (without recourse or warranty) the Secured Assets from the Security created by this Charge.

### **19.2 Reinstatement**

Where any discharge (whether in respect of the obligations of the Company or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Company under this Charge shall continue as if the discharge or arrangement had not occurred. The Funder may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.



## 20. GOVERNING LAW

This Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

**IN WITNESS WHEREOF** these presents consisting of this and the 12 preceding pages are executed as follows:

**SUBSCRIBED** for and on behalf of )  
**APS GROUP (SCOTLAND) LIMITED** )  
 by two directors on the 11th day of May )  
 2021 at 11.45 in Ellesmere Port and )  
 Manchester

Signature

Name (block capitals) John Holmes  
Director

Signature

Name (block capitals) Nicholas Snelson  
Director

