



**Registration of a Charge**

Company name: **IWISE2EBUSINESS LTD.**

Company number: **SC380328**



X91GASS3

Received for Electronic Filing: **23/03/2020**

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**Details of Charge**

Date of creation: **18/03/2020**

Charge code: **SC38 0328 0002**

Persons entitled: **SCOTTISH GROWTH SCHEME - BUSINESS LOANS SCOTLAND DEBT FINANCE L.P.**

Brief description:

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**RACHEL O'REILLY, SOLICITOR, BRODIES LLP**



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

Company number: 380328

Charge code: SC38 0328 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th March 2020 and created by IWISE2EBUSINESS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2020 .

Given at Companies House, Edinburgh on 24th March 2020

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

**THIS DOCUMENT IS IMPORTANT AND ITS SIGNATURE WILL HAVE LEGAL CONSEQUENCES.  
YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE  
BEFORE SIGNING IT**

**BOND AND FLOATING CHARGE**

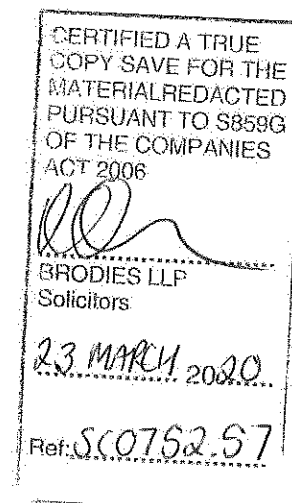
by

**(1) IWISE2EBUSINESS LTD.**

in favour of

**(2) SCOTTISH GROWTH SCHEME – BUSINESS LOANS SCOTLAND DEBT FINANCE L.P.,  
ACTING BY ITS GENERAL PARTNER, BLS MANAGEMENT SERVICES LIMITED**

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WE, **IWISE2EBUSINESS LTD.**, a company incorporated in Scotland (Registered No.SC380328) having our registered office at 61 Dublin Street, Edinburgh, EH3 6NL Do Hereby BIND and OBLIGE ourselves to pay upon demand to **SCOTTISH GROWTH SCHEME – BUSINESS LOANS SCOTLAND DEBT FINANCE L.P.**, a limited partnership established in Scotland (Registered Number SL033447) and having its registered office at London Road Centre, London Road, Kilmarnock, Ayrshire, Scotland, KA3 7BU acting by its general partner **BLS MANAGEMENT SERVICES LIMITED**, a company incorporated in Scotland (Registered Number SC615552) and having its registered office at London Road Centre, London Road, Kilmarnock, United Kingdom, KA3 7BU (with such limited partnership acting by its general partner as aforesaid being "BLS") or the assignees or successors thereof all sums of money which now are or which may at any time or from time to time be or become due to BLS by us and/or for which we now are or may at any time or from time to time be or become liable or responsible to BLS, whether alone or jointly with any other person or persons, and whether as principal debtors or guarantors or sureties, including in particular but without prejudice to the foregoing generality sums of principal, interest, charges, costs and expenses whether on or in connection with or arising out of any loan or guarantee or otherwise howsoever; AND IT IS HEREBY PROVIDED AND DECLARED:-

FIRST That a Certificate signed by the Company Secretary or other duly authorised official of BLS shall be sufficient (save in the case of fraud or manifest error) to fix and ascertain the whole sums, principal, interest and others, which shall be due by us and/or for which we shall be liable to BLS as aforesaid and to constitute a balance and charge against us and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignation.

SECOND That nothing herein contained shall prejudice or affect any other securities which BLS already hold or may hereafter hold for any sum or sums due or which may after the date hereof become due by us to BLS over any other property belonging to us, it being always in the power of BLS to allow all or any part of such securities or the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by us shall remain in full force and effect in the same manner and to the same extent as if no such securities had ever existed.

THIRD That BLS without prejudice to their right under these presents and at its discretion, may grant to us or to any other persons or person liable with or for us any time or other indulgence and may compound with us or them, accede to Trust Deeds and draw dividends, and that all without notice to us or to any other person concerned.

FOURTH

That BLS shall be entitled to appoint a Receiver or Receivers under the Insolvency Act 1986 (as amended) on the occurrence of any one or more of the following events:-

1. At any time after the making by BLS of a demand in writing for payment of the whole sum or sums secured hereby or intended to be secured hereby, without payment having been made;
2. Failure on our part to adhere to or implement or our being in breach of any or all of the terms and conditions imposed on us in terms hereof;
3. Failure on our part or on the part of any other party or parties thereto (always excluding, however, BLS) to adhere to or implement, or breach on the part of us or such other party or parties or, any or all of the terms and conditions imposed on us or such other party or parties in terms of any agreement (including any conditions imported by reference into any such agreement) entered into between BLS and us relative to financial accommodation made available by BLS;
4. The events specified in paragraph (a), (b), (c) and (d) of Sub-section (1) of Section 52 of the Insolvency Act, 1986;
5. Presentation of a petition to court in application for an administration order in relation to us in terms of Part II of the Insolvency Act 1986.

FIFTH

That BLS may in like manner appoint any person or persons to be a Receiver or Receivers in place of any Receiver removed by the Court or otherwise ceasing to act and every Receiver appointed by BLS shall be our Agent and we shall be solely responsible for his acts or defaults and for his remuneration.

SIXTH

That any Receiver so appointed by BLS shall have the powers conferred on Receivers by the Insolvency Act 1986 and in addition and without prejudice thereto shall have power (one) to make any arrangement or compromise which he may think expedient and (two) to make calls conditionally or unconditionally on our members in respect of our uncalled capital with the same powers as are by our Articles of Association conferred on our Directors in respect of calls and to the exclusion of our Directors' powers in that behalf,

AND IN SECURITY of the said sums of money above mentioned WE DO HEREBY GRANT in favour of BLS or the assignees or successors thereof a FLOATING CHARGE over the whole of the property which is or may be from time to time while this security is in force comprised in our property and undertaking but so that we are hereby and shall be prohibited from creating subsequent to our execution hereof any fixed security within the meaning of Sub-section (1) of Section 70 of the

Insolvency Act 1986 or any Statutory amendment or re-enactment thereof for the time being in force having priority over or ranking equally with the Floating Charge hereby created save (1) as may otherwise be previously agreed in writing by BLS and (2) in favour of BLS; AND IT IS HEREBY DECLARED that the Charge hereby created shall be a "qualifying floating charge" as that term is defined in Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002); AND WE UNDERTAKE to procure that while this security is in force,

- (A) when required by BLS such specific or fixed security or charge over the whole or any of the property of us or our subsidiary companies as shall be required by BLS shall be granted in favour of BLS or as BLS shall direct, so far as we may competently do so without breaching any other obligations binding upon us as at the date of execution hereof;
- (B) without prejudice to the foregoing prohibition against creating subsequent to our execution hereof any fixed security having priority over or ranking equally with the Floating Charge hereby created (save as aforesaid), unless with the written consent of BLS we shall not create or allow to come into being any security or charge upon any part of the property (including heritable, real and leasehold property wherever situated) assets, undertaking or uncalled capital of us or any of our subsidiary companies and no debentures, debenture stock or loan capital shall be created or issued and generally no monies shall be borrowed or raised or the payment thereof secured in any manner of way by us or any of our subsidiary companies;
- (C)
  - (i) the whole property and corporeal assets belonging to us and our subsidiary companies shall be insured and kept insured for their full replacement value against loss by fire and such other risks as BLS may require, the relative Policy or Policies being endorsed or noted with reference to the interest of BLS as BLS may require, and we shall produce to BLS if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which BLS may at our expense effect or renew any such insurances as BLS shall deem fit, and
  - (ii) all monies which may at any time be received or receivable under any such insurance or insurances or any other insurance covering any of the property and corporeal assets of us or our subsidiary companies against such risks as aforesaid shall be applied in replacing, restoring or reinstating the property or assets destroyed or damaged unless BLS shall otherwise consent in writing;
- (D) except with the written consent of BLS no part of the heritable, real or leasehold property of us or any of our subsidiary companies shall be sold or otherwise disposed of and no lease or sub-lease shall be granted of any of the heritable, real or leasehold property of us or any of our subsidiary companies, and no other property or asset of

us or any of our subsidiary companies shall be sold or otherwise disposed of unless in the ordinary course of our business or the business of any of our subsidiary companies;

- (E) no uncalled capital shall be called up by us or received in advance of calls without the written consent of BLS and every amount received by us in respect of uncalled capital shall be paid by us to BLS and may be applied by BLS in or towards satisfaction of monies hereby secured or intended to be secured;
- (F) neither we nor any other subsidiary company shall make any alteration whatsoever in the type or nature of business being presently carried on by us or them respectively, and that notwithstanding that such alteration is in conformity with the powers of us or any of our subsidiary companies in terms of the respective Memoranda and Articles of Association of us or them;
- (G) any fixed security granted or to be granted by us in favour of BLS shall rank in priority to the Floating Charge hereby created notwithstanding the date or dates of registration; and
- (H) except with the written consent of BLS no petition in application for an administration order in relation to us in terms of Part II of the Insolvency Act 1986 shall be presented to court with our agreement or at our instance.



AND we bind and oblige ourselves for the whole expenses of creating and enforcing this security and also for the expenses of any assignation or discharge; And subject as aforesaid we warrant these presents at all hands and against all persons; And we consent to the registration hereof and of any of the foresaid Certificate for preservation and execution IN WITNESS WHEREOF these presents are executed as follows:

By the below director for **IWISE2EBUSINESS LTD.** before the following witness on the following date at the following place:




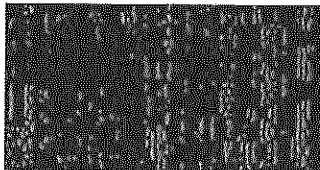
Witness' signature

SHONA COTTERILL

Full name of witness



Address of witness



Director's signature

MARTIN MORGAN THOMAS

Full name of director

18 MARCH 2020

Date of signing

EDINBURGH

Place of signing