

# MR01

## Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://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](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 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 court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

TUESDAY



\*S3NT6RKH\*

SCT 30/12/2014 #371  
COMPANIES HOUSE

### 1 Company details

Company number **SC493039**  
Company name in full **AROPUS (SCT) 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 **23/12/2014**

### 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 **Svenska Handelsbanken AB (publ)**

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

<b>4</b>	<b>Brief description</b>	
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.  N/A	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.
<b>5</b>	<b>Other charge or fixed security</b>	
	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.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b>	
	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.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	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.  <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b>	
Signature	Please sign the form here.  <div style="border: 1px solid black; padding: 5px; display: inline-block;">           Signature  <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> </div>  This form must be signed by a person with an interest in the charge.	

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## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

HUW EVANS

Company name

HANDELS BANKEN

Address

ISLAND REACH

FESTIVAL WAY

FESTIVAL PARK

Post town

STOKE ON TRENT

County/Region

STAFFS

Postcode

ST1 5BJ

Country

U.K.

DX

Telephone

01782 265113

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 493039

Charge code: SC49 3039 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd December 2014 and created by AROPLUS (SCT) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2014.

Given at Companies House, Edinburgh on 5th January 2015



**Companies House**



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

CERTIFIED AS A FULL AND TRUE COPY OF THE ORIGINAL  
SIGNED *HW Evans*  
NAME *HOW EVANS*  
DATE *24 DECEMBER 2014*  
BFCHG/LTD/0713

Date *23 DECEMBER 2014*

This **BOND AND FLOATING CHARGE** is given

by

- (1) **Aroplus (SCT) Limited**, a company incorporated under the Companies Acts with registered number SC493039 and having its registered office at Scott Moncrieff Exchange Place 3 Sempie Street Edinburgh EH3 8BL ("**the Chargor**")

in favour of

- (2) **Svenska Handelsbanken AB (publ)**, 4M Building, Malaga Avenue, Manchester Airport, Manchester M90 3RR ("**the Bank**").

CONSIDERING THAT:

- (i) the Bank has agreed or will agree to make certain facilities available to the Chargor;
- (ii) one of the conditions precedent to the availability of the aforementioned facilities is that the Chargor grants to the Bank this bond and floating charge.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 In this Instrument:**

"**the Act**" means the Companies Act 1985;

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

"**Encumbrance**" means any mortgage, pledge, lien, charge, assignment by way of security, assignation in security, hypothec, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"**Event of Default**" means (i) any breach by the Chargor of any of the provisions of this Instrument or (ii) any failure by the Chargor to make payment of any of the Secured Liabilities when demanded or (iii) a petition being presented for the making of an administration order in respect of the Chargor, an application being made or a resolution being passed for the winding up of the Chargor or a receiver being appointed in respect of any of the property, undertakings or assets of the Chargor or (iv) any other event designated as an event of default or any similar expression or which otherwise entitles the Bank to demand payment from the Chargor in terms of any loan or other documentation in force from time to time;

"**Financial Collateral**" shall have the meaning given to that expression in the Financial Collateral Regulations;

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226);

"**Insolvency Act**" means the Insolvency Act 1986;

"**Insurances**" means the Chargor's interest in all contracts and policies of insurance which are from time to time taken out or effected by or on behalf of the Chargor in connection with the Secured Assets;

"**Person**" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

**"Receiver"** means any receiver, receiver and manager 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 Liabilities"** means all present and future obligations and liabilities of the Chargor to the Bank, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Bank; and

**"Security Financial Collateral Arrangements"** shall have the meaning given to that expression in the Financial Collateral Regulations.

- 1.2 References in this Instrument to a **"fixed security"** shall be construed as a reference to a fixed security as defined by Section 486 of the Act as in force at the date of this Instrument.
- 1.3 The expressions **"the Chargor"** and **"the Bank"** shall include the permitted successors, assignees and transferees of the Chargor and the Bank.
- 1.4 Any reference in this Instrument to this Instrument or to any other agreement or instrument shall be construed as a reference to this Instrument or such agreement or instrument as varied, amended, supplemented, extended, restated, novated and/or replaced from time to time.
- 1.5 Unless any provision of this Instrument or the context otherwise requires, any reference in this Instrument to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- 1.6 In this Instrument the singular includes the plural and *vice versa*. Clause headings are for convenience of reference only and a reference to a Clause is a reference to a clause of this Instrument.
- 1.7 Any appointment of a Receiver under Clause 7 may be made by any successor or permitted assignee or transferee of the Bank and the Chargor hereby irrevocably appoints each such successor or assignee or transferee to be its attorney in the terms and for the purposes stated in Clause 12.
- 1.8 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Instrument which is accordingly a qualifying floating charge.
- 1.9 The date of delivery of this Instrument is the date of delivery stated in the execution block below. If no date of delivery is stated, the date of delivery is the date that this Instrument is subscribed by the Chargor.

## **2 BOND**

The Chargor undertakes to the Bank that it will pay or discharge to the Bank all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

## **3 FLOATING CHARGE**

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

## **4 RANKING**

- 4.1 The floating charge created by this Instrument shall, subject to Section 464(2) of the Act, rank in priority to any fixed security which shall be created by the Chargor after its execution of this Instrument, other than a fixed security in favour of the Bank and to any other floating charge which shall be created by the Chargor after its execution of this Instrument and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the floating charge hereby created by it.
- 4.2 Except with the prior written consent of the Bank, the Chargor shall not create, incur, assume or permit to subsist any Encumbrance on all or any part of the Secured Assets.

## **5 UNDERTAKINGS**

- 5.1 The Chargor hereby undertakes to the Bank that it shall carry on and conduct its business and affairs in a proper and efficient manner and it shall:
- 5.1.1 keep all of the Secured Assets in good and sufficient repair and all plant and machinery or other moveable property in good working order and condition, in each case fair wear and tear excepted, and, where necessary for the efficient conduct of its business, renew and replace the same as and when the same shall become obsolete, worn out or destroyed (if commercially prudent to do so);
  - 5.1.2 not, without the prior written consent of the Bank, become cautioner, guarantor or surety for any Person, firm or company;
  - 5.1.3 not, without the prior written consent of the Bank, undertake any obligation to any third party whereby the Chargor's rights to recover or take payment of any monies due or which may become due to the Chargor from any debtor of the Chargor are postponed or subordinated to the claims of such third party;
  - 5.1.4 pay all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever, whether governmental, municipal or otherwise, which may be imposed upon or payable in respect of the Secured Assets as and when the same shall become payable, taking into account agreed periods of grace (if any) and also punctually pay and discharge all debts and obligations which by law may have priority over the floating charge created by this Instrument;
  - 5.1.5 insure and keep insured such of the Secured Assets as comprise heritable and real, moveable and personal property and effects of every description with underwriters, insurance companies or other insurers to be approved by the Bank against loss or damage by fire and such other contingencies and risks as may be required by the Bank in their full reinstatement value or for such insured value as the Bank may specify or agree from time to time in writing for the time being in the name of the Chargor with the interest of the Bank endorsed on the policy or policies or noted as the Bank may require;
  - 5.1.6 duly pay all premiums and sums payable for the purposes and produce the receipts therefor or other evidence of payment to the Bank within fourteen days of being requested by the Bank so to do, and not do anything or omit to do anything in or upon or relating to the Secured Assets or any part thereof which may render any Insurances void or voidable;
  - 5.1.7 not, without the prior written consent of the Bank, sell, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Secured Assets;
  - 5.1.8 notify the Bank of any freehold or leasehold property the title to which is registered at H.M. Land Registry (England and Wales) and of any application which may be made to record or register at H.M. Land Registry or any other land registry (other than the Register of Sasines and the Land Register of Scotland) the title to any freehold or leasehold or other property owned by it and to produce to the Bank the relevant official copy of the title;
  - 5.1.9 notify the Bank of any trade marks registered or applied to be registered in the register maintained under section 63 of the Trade Marks Act 1994 at any time prior to or after the date of this Instrument in the United Kingdom and deliver to the Bank along with such notification Form TM 24 (or such other form as may be prescribed by the Registrar of Trade Marks for the registration of the prescribed particulars of the grant of a security interest (whether fixed or floating) under section 25 of the Trade Marks Act 1994), duly completed and ready to be signed and despatched by the Bank to the Comptroller General of Patents Designs and Trade Marks;
  - 5.1.10 maintain its centre of main interests (COMI) for the purposes of the Council Regulation (EC) No 1346/2000 on Insolvency Proceedings, in the United Kingdom.
- 5.2 Except as the Bank may from time to time otherwise agree in writing:
- 5.2.1 the Chargor shall promptly get in and realise in the ordinary course of its trade or business all its book debts (but this shall not permit the selling, assigning, factoring or discounting of all or any of such book debts) apart from balances standing to the credit of any account with any bank or financial institution and, until payment into an account as provided below, shall procure that it holds the proceeds of such

getting in and realisation (including all monies receivable in respect thereof) in trust for the Bank in such manner as the Bank may require;

- 5.2.2 the Chargor shall immediately pay into such account or accounts with such bank or banks as the Bank may from time to time direct in writing all monies whatever payable or paid to it from time to time including, without limitation, all monies which it may receive in respect of the book and other debts and claims secured by it under this Instrument; and
- 5.2.3 if at any time called upon to do so by the Bank, the Chargor shall immediately execute and deliver to the Bank an assignation of all or any of its book debts to the Bank at the cost of the Chargor and in such form as the Bank may require.
- 5.3 The Chargor will observe and perform in all respects restrictive and other covenants and stipulations and burdens for the time being affecting its heritable, freehold or leasehold property or the mode of use or the enjoyment of the same or affecting its moveable or personal property or its ancillary or connected rights and will not, without the prior consent in writing of the Bank, enter into any onerous or restrictive obligations with regard thereto and the Chargor will not do or suffer or omit to be done any act, matter or thing whereby any provisions of any Act of Parliament, order or regulation whatever from time to time in force affecting such property or rights shall be infringed.
- 5.4 The Chargor will notify the Bank promptly in the event of any creditor exercising diligence or other legal process against it or any of the Secured Assets wherever situated or taking any steps which might be expected to lead thereto.
- 5.5 The Chargor will notify the Bank promptly of the acquisition by it of any heritable, freehold or leasehold property.
- 5.6 The Chargor will, if the Bank so requires, deposit with the Bank all certificates, deeds and other documents of title or evidence of ownership in relation to all or any of the Secured Assets.

## **6 SET-OFF**

Without prejudice to any of its other rights, remedies or powers, the Bank shall be entitled to hold all sums which are now or which may at any time hereafter be at the credit of any account or accounts in the name of the Chargor with the Bank as security for the Secured Liabilities and to apply without notice to the Chargor any such sums in and towards discharge of the Secured Liabilities. The Bank shall not be obliged to exercise its rights under this Clause, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

## **7 ENFORCEMENT**

- 7.1 In addition to any statutory provisions concerning enforceability or attachment the floating charge created by this Instrument shall become enforceable upon and the Bank's powers of appointment and other rights and powers shall become exercisable at any time after (a) the occurrence of an Event of Default or (b) the receipt of any request from the board of directors of the Chargor or the taking (or purported taking) by any person of any step towards the winding up or dissolution of the Chargor or towards the appointment of any administrator, trustee, administrative receiver, receiver, receiver and manager, liquidator or the like to the Chargor or the whole or any part of its property and the Bank 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) a receiver of the Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause, 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 Bank shall be entitled so to appoint another Person as Receiver in his place.
- 7.2 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, all the powers of a receiver under Schedule 2 of the Insolvency Act 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, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 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:



- 7.2.1 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;
- 7.2.2 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Chargor;
- 7.2.3 promote or procure the formation of any new company or corporation;
- 7.2.4 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;
- 7.2.5 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;
- 7.2.6 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;
- 7.2.7 convene an extraordinary general meeting of the Chargor;
- 7.2.8 acquire any property on behalf of the Chargor;
- 7.2.9 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 Bank as holder of the floating charge created by this Instrument.

- 7.3 To the extent that Secured Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Instrument, the Bank shall have the right, at any time after this Instrument becomes enforceable, to appropriate all or any part of those Secured Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Secured Assets appropriated in accordance with this Clause 7.3 shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Bank may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause 7.3 are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations. To the extent that Secured Assets constitute Financial Collateral, the Chargor agrees that such Secured Assets shall be held or designated so as to be under the control of the Bank for all purposes of the Financial Collateral Regulations.

## **8 OFFICE OF RECEIVER**

- 8.1 Any Receiver appointed under Clause 7 shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act) 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 Bank shall not incur any liability therefor (either to the Chargor or any other Person) by reason of the Bank making his appointment as such Receiver or for any other reason whatsoever.
- 8.2 Any Receiver appointed under Clause 7 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, the remuneration of the Receiver may be fixed by the Bank (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 Liabilities and accordingly be secured on the Secured Assets under the floating charge constituted by this Instrument.

## **9 APPLICATION OF ENFORCEMENT PROCEEDS**

- 9.1 All monies received by the Bank or any Receiver under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Bank under this Instrument, in the following order:
- 9.1.1 first, in or towards payment of all costs, charges and expenses of or incidental to the appointment of the Receiver and the exercise of all or any of his powers, including his remuneration and all outgoings paid by and liabilities incurred by him as a result of such exercise;
- 9.1.2 secondly, in or towards satisfaction of the Secured Liabilities in such order as the Bank shall in its absolute discretion decide; and
- 9.1.3 thirdly, any surplus shall be paid to the Chargor or any other Person entitled thereto.
- 9.2 Nothing contained in this Instrument shall limit the right of the Receiver or the Bank (and the Chargor acknowledges that the Receiver and the Bank are so entitled) if and for so long as the Receiver or the Bank, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.
- 9.3 Any amount received under this Instrument by the Bank or any Receiver in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Bank into the relevant currency at the Bank's spot rate of exchange from time to time.

## **10 PROTECTION OF SECURITY**

- 10.1 The security created by and any security interest constituted pursuant to this Instrument shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.
- 10.2 The security created by and any security interest constituted pursuant to this Instrument shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Bank may now or at any time hereafter hold for all or any part of the Secured Liabilities.
- 10.3 No failure on the part of the Bank to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Instrument or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Instrument and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 10.4 Each of the provisions in this Instrument shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Instrument shall not in any way be affected or impaired thereby.
- 10.5 If the Bank receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Secured Assets and/or the proceeds of sale(s) thereof, the Bank may open a new account or accounts with the Chargor. If the Bank 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 notice and as from that time, all payments made to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Instrument is security.

- 10.6 Neither the security created by, nor any security interest constituted pursuant to, this Instrument nor the rights, powers, discretions and remedies conferred upon the Bank by this Instrument or by law shall be discharged, impaired or otherwise affected by reason of:
- 10.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Bank being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
- 10.6.2 the Bank compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other Person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other Person; or
- 10.6.3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by any act or omission which but for this provision might operate to exonerate the Chargor from the Secured Liabilities; or
- 10.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.
- 10.7 The Bank shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Instrument or by law, to:
- 10.7.1 take any action or obtain judgement or decree in any Court against the Chargor; or
- 10.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or
- 10.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Bank, in respect of any of the Chargor's obligations to the Bank.

## **11 FURTHER ASSURANCE**

The Chargor shall execute and do all such assurances, acts and things as the Bank may require for perfecting or protecting the security created by or pursuant to this Instrument over the Secured Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Bank or on any Receiver by this Instrument and shall in particular (but without limitation) promptly after being requested to do so by the Bank or any Receiver, execute all assignments and transfers (in favour of the Bank or any Receiver or to such nominee as either shall direct) of the Secured Assets which come into existence after the date of this Instrument and give all notices orders and directions which the Bank or any Receiver may think expedient for the purposes specified in this Clause.

## **12 MANDATE AND ATTORNEY**

- 12.1 The Chargor hereby irrevocably appoints the Bank and any Receiver to be its mandatary and attorney for it and on its behalf and in its name or otherwise to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Bank or the Receiver may require for perfecting or protecting the title of the Bank or the Receiver to the Secured Assets or for vesting any of the Secured Assets in the Bank or the Receiver or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignation, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Bank or the Receiver on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Bank or the Receiver of all or any of the Secured Assets.
- 12.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatary or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause.

## **13 EXPENSES**

- 13.1 The Chargor binds and obliges itself for the whole expenses of completing and enforcing the security granted by this Instrument and the expenses of any discharge thereof.

- 13.2 All costs, charges and expenses incurred and all payments made by the Bank or any Receiver under this Instrument in the lawful exercise of the powers conferred by this Instrument, whether or not occasioned by any act, neglect or default of the Chargor, shall carry interest from the date of the same being incurred or becoming payable at the rate which is 3% above the base rate from time to time of Bank of Scotland plc. The amount of all such costs, charges, expenses and payments and all interest thereon and all remuneration payable under this Instrument shall be payable by the Chargor on demand and shall be a Secured Liability. All such costs, charges, expenses and payments shall be paid and secured as between the Bank or any Receiver and the Chargor on the basis of a full and unqualified indemnity.

#### **14 INDEMNITY**

The Bank and every Receiver and every attorney, manager, agent or other Person appointed by the Bank or any such Receiver in connection with this Instrument shall be entitled to be indemnified out of the Secured Assets in respect of all liabilities and expenses incurred by it or him in the execution or purported execution of any of the powers, authorities or discretions vested in it or him pursuant to this Instrument and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Secured Assets and the Bank and any Receiver may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Instrument.

#### **15 AVOIDANCE OF PAYMENTS**

Any amount which has been paid by the Chargor to a Receiver or the Bank and which is, in the opinion of the Bank, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Chargor shall not be regarded as having been irrevocably paid for the purposes of this Instrument.

#### **16 NOTICES**

- 16.1 Each notice under this Instrument shall be given in writing and made by letter delivered by hand or sent by prepaid first class post. Such notice shall be given or sent to the relevant party at the address set out in the preamble to this Instrument or such other address, if any, from time to time designated by such party to the other party for the purpose of this Instrument.

- 16.2 Any notice or other communication given to a party shall be deemed to have been received:

- 16.2.1 in the case of a written notice given by hand, on the day of actual delivery; and

- 16.2.2 if posted, on the second business day following the day on which it was despatched by first class mail postage prepared following the date of despatch by prepaid first class postage,

provided that a notice given in accordance with the above but received on a day which is not a business day or after normal business hours in the place of receipt shall only be deemed to have been received on the next business day.

#### **17 TRANSFERS**

- 17.1 This Instrument is freely assignable or transferable by the Bank.

- 17.2 The Chargor may not assign any of its rights and may not transfer any of its obligations under this Instrument or enter into any transaction which would result in any of those rights or obligations passing to another person.

- 17.3 The Bank may disclose to any person related to the Bank and/or any person to whom it is proposing to transfer or assign or has transferred or assigned any of its rights under this Instrument, any information about the Chargor.

**18 GOVERNING LAW AND JURISDICTION**

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Bank, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Bank to proceed against the Chargor in any other appropriate jurisdiction.

**19 CONSENT TO REGISTRATION AND AUTHORITY TO DATE THIS INSTRUMENT**

A certificate signed by any official, manager or equivalent account officer of the Bank shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, 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 consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution. The Chargor hereby authorises the Bank or its agent to insert the date of delivery of this Instrument in the execution block below: IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages are executed as follows:

SUBSCRIBED for and on behalf of the said **Aroplus (SCT) Limited**

X At UNIT 1 WILLOW ROW, LONGTON, on X 22<sup>nd</sup> December 2014  
STOKES ON TRENT ST 3 2 PU

X By JAN TANEUSZ CIUPERK X  
Print Full Name

Director

X By RICHARD JUDIN  
Print Full Name

Director/Secretary

Date of delivery:

HBUKJ/15122014/14:39:45