



Registration of a Charge

Company Name: **KILMARNOCK PROPERTY SOLUTIONS LTD**

Company Number: **SC622397**



Received for filing in Electronic Format on the: **12/07/2023**

XC7MYONU

Details of Charge

Date of creation: **06/07/2023**

Charge code: **SC62 2397 0001**

Persons entitled: **ROMACO SPV 2 LIMITED**

Brief description:

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: **DAVID WATSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 622397

Charge code: SC62 2397 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 6th July 2023 and created by KILMARNOCK PROPERTY SOLUTIONS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2023 .

Given at Companies House, Edinburgh on 13th July 2023

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

GRANTED BY

Kilmarnock Property Solutions Ltd, a company incorporated under the Companies Acts (Company Number SC622397) whose registered office is at 21 Thomson Street Kilmarnock KA3 1EQ

(hereinafter referred to as the Company)

In favour of

Romaco SPV 2 Limited, a company incorporated under the Companies Acts (Company Number 10179215) whose registered office is at 15 Camarvon Street, Manchester, M3 1HJ

(hereinafter referred to as the Bank)

1. The Company hereby binds itself and its successors whomsoever all jointly and severally without the necessity of discussing them in their order, to pay or discharge on demand to the Bank or their assignees all moneys and liabilities which now are or shall at any time or from time to time be or become due, or owing or incurred to the Bank by the Company and for which the Company is now or may at any time or from time to time be or become liable or responsible for the Bank in any manner of way or in any respect whatsoever and whether advanced prior or subsequent to the execution of this Deed, and whether actual or contingent and whether or not recoverable at law by the Bank from the Company and whether advised or owing or accruing due from the Company solely or jointly with any other person or persons or to or from any firm in which the Company may be a partner, and whether in the character of principal debtor or guarantor or surety or otherwise howsoever, including the amount of notes or bills discounted or paid or other loans, credits or advances made to or for the accommodation or at the sole or joint request of the Company, or any of such firm as aforesaid, and including all interest, commission, discount, banking, legal or surveyors' charges and all other costs and expenses properly incurred in relation to this or any other security held by or offered to the Bank for the said indebtedness, or by or to the enforcement of any such security, and so that interest shall be payable at such rate as may from time to time be determined by the Bank or as may be provided in a separate instrument as well after as before any judgement or decree obtained hereunder; and the Company agrees that a Certificate signed on behalf of the Bank under the hand of a Regional Manager, Branch Manager or other duly authorised Officer of the Bank shall be conclusive as to the amount due to the Bank and not paid and to constitute a balance and charge against it and no suspension of a charge or threatened charge for payment of the balance thus ascertained shall pass nor any Sist for execution thereon be granted except on consignment only;
2. And in security of the foregoing obligation, the Company HEREBY GRANTS in favour of the Bank a FLOATING CHARGE over the whole of the property (hereinafter referred to as "the Property") which is or may from time to time be comprised in the Company's property and undertaking including any uncalled capital; And the Company hereby agrees and declares (One) the Floating Charge hereby created shall, and except as herein otherwise

expressly provided or as may hereafter otherwise be agreed in writing by the Bank rank in priority to any fixed security as defined in Section 70 of the Insolvency Act 1986 or any statutory amendment or re-enactment thereof for the time being in force (which Act as so amended or re-enacted is referred to as the Act) and to any other Charge being a fixed security or Floating Charge which shall have been created by the Company after their execution hereof, but with the exception that any fixed Security in favour of the Bank shall rank in priority to the Floating Charge hereby created; (Two) the Company shall not be at liberty without the written consent of the Bank to create any Security, Debenture or Charge or to confer any lien ranking in priority to or pari passu with the security hereby created; (Three) these presents shall be a continuing security to the Bank and the same shall not be prejudiced by the settlement of any account or by any collateral or other securities being taken for any other monies secured hereby even if the same shall not be payable until a future time or shall be taken without the Company's consent or against its prohibition in respect of monies of which it is or shall be liable as a surety only; And notwithstanding anything herein contained it shall be lawful for the Bank at any time or times hereafter to sue for and compel payment of all simple contract debts, Bills of Exchange, Promissory Notes or other securities for money on which the Company shall be liable as well from it as from all and every other parties liable on such contracts, Bills, Notes or other securities in such manner and by such proceedings and at such times as the Bank shall think fit;

3. The Company hereby agrees that without the necessity for any prior demand for payment the monies hereby secured shall immediately become payable when the Bond and Floating Charge hereby created crystallises and takes effect as a fixed security. The Bank may appoint a Receiver upon the occurrence of any one or more of the following events (a) if an Order is made or if a Resolution whether requiring confirmation or not is passed for the Company's winding up; (b) if any diligence (other than an arrestment or inhibition on the dependence of an action) is used against or upon the Company or any of its assets and is not withdrawn or removed within one week from the date of use; (c) if the Company is charged for payment of any sums and does not make payment thereof before the expiry of the days of charge; (d) if the Company shall stop payment or shall cease to carry on business or threaten to cease to carry on the same; (e) if a Receiver or an Administrator of the Company's undertaking or any part thereof shall be appointed; (f) if the Company shall make default in the performance or observance of any obligation, condition or provision binding on it under these presents; (g) if the Company shall request the Bank in writing to appoint a Receiver or to petition the Court for the appointment of an Administrator or if the Company petitions the Court for the appointment of an Administrator; (h) if the Company shall without the consent of the Bank previously obtained in writing create or purport or attempt to create any fixed security or Floating or other Charge ranking or which by any means may be made to rank in priority to or pari passu with the security hereby created; (i) if any circumstances shall occur which in the sole judgement of the Bank are prejudicial to or imperil or are likely to prejudice or imperil the security hereby created; (j) if the Company shall commit any breach of its agreement with any manufacturer or supplier from whom it obtains the property;
4. The Company hereby agrees that if at any time after the monies hereby secured shall have become payable or if requested by the Company, the Bank may appoint by instrument in writing any person or persons (whether an officer of the Bank or not) to be (a) Receiver or Receivers (hereinafter called the Receiver which expression shall, where the context so admits include the plural and any substituted Receiver or Receivers) of all or any part of the property comprised in the security hereby created; (b) the Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place; (c) the Receiver shall be the agent of the Company (subject to the provisions of the Act) the Company shall alone be responsible for his acts and defaults of his remuneration, costs, charges and expenses; (d) the Receiver shall have and be entitled to exercise all powers conferred by the Act in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without thereby limiting any general powers hereinbefore referred to

(and without prejudice to the Bank's power of sale) the Receiver shall have power to do the following things, namely (i) to make any arrangement or compromise which the Bank or he shall think fit; (ii) to appoint managers, officers and agents for the aforesaid purposes at such salaries as he may determine; (iii) to call up all or any portion of the Company's uncalled capital; (iv) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

5. The Company hereby irrevocably appoints the Bank or any substitute who may be nominated by the Bank to be its attorney in its name and on its behalf as its act and deed or otherwise to execute and deliver and otherwise perfect any Securities and other Charges, Conveyances, Dispositions, Instruments and other documents and all such acts and things as may be required or may be deemed proper to fulfil any purpose of the security hereby created and generally to use the Company name in the exercise of all or any of the powers hereby conferred on the Bank or any Receiver appointed by it.
6. The Company shall not except with the consent in writing of the Bank, sell or otherwise dispose of any part of the heritable, real or leasehold property which may from time to time belong to it and shall not be entitled to let or grant leases or other rights of occupancy or possession (other than a tenancy from year to year) of the buildings or land forming part of its assets or any part thereof nor to create or confer (whether in writing or orally) any rights against or affecting the said buildings or land or any part thereof without the written consent of the Bank.
7. The Company hereby undertakes that during the continuance of this security it shall (a) furnish to the Bank copies of the trading and profit and loss account and audited balance sheet in respect of each financial year and the financial year of every subsidiary of it forthwith upon the same becoming available and not in any event later than the expiration of three months from the end of such financial year and also from time to time such other financial statements and information respecting its assets and liability or circulates or notices issued to shareholders as the Bank may reasonably require; (b) maintain the aggregate value of the Company's book debts (excluding debts owing by any subsidiary) and cash in hand as appearing in its books and of its stock according to the best estimate that can be formed without it being necessary to take stock for the purpose at a sum to be fixed by the Bank from time to time and whenever required by the Bank obtain from the Company's Managing Director for the time being or if there shall be no Managing Director then from one of its Directors and furnish to the Bank a certificate showing the said aggregate value; (c) pay into a separate account of the Company with the Bank all monies which the Company may receive in respect of the book debts hereby charged and shall not without the prior consent of the Bank withdraw any such monies from such account (whether the account be in credit or not) and shall not without the prior consent of the Bank in writing purport to charge or assign such book debts or the proceeds thereof in favour of any other person and shall if called upon to do so by the Bank execute a legal assignation of such book debts to the Bank; (d) insure and keep insured with an insurance office or underwriters to be approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Company and the Bank such of the Company's property as is insurable against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof and shall maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses and will duly pay all premiums and other monies necessary for effecting and keeping up such insurances within one week of the same becoming due and will on demand produce to the Bank the policy or policies of such insurance or such insurances within one week of the same becoming due and will on demand produce to the Bank the policy or policies of such insurance and the receipts for such payments and if default shall at any time be made by the Company in effecting or keeping up such insurance as aforesaid or in producing any such policy or receipt to the Bank on demand, then the Bank may take out or renew such insurances and in any sum which the Bank may think expedient, and all monies expended by the Bank under this provision shall be deemed to be properly paid by the Bank; (e) apply all monies

which may at any time hereafter be received or receivable under any insurance covering any of the Company's property and effects in replacing or reinstating the property and effects destroyed or damaged unless the Bank shall otherwise consent in writing; (f) keep all buildings and all plant and machinery, fixtures, fittings and other effects in or upon the same and every part thereof in good repair and in good working order and condition; (g) not sell the whole or except in the ordinary course of business any part of its undertaking without the consent in writing of the Bank; (h) forthwith notify the Bank of the acquisition of any land, heritage or premises or the renewal of the title to any land, heritage or premises; (i) pay or cause to be paid all rents, taxes, rates, assessments, impositions, calls and outgoings whether governmental, municipal or otherwise imposed upon or payable in respect of the property comprised in the security hereby created or any part thereof as and when the same shall become payable, and also punctually pay and discharge or use to be paid or discharged all debts and obligations to or in respect of persons employed by the Company which by law may have priority over the security hereby created; (j) notify the Bank at the earliest opportunity and not later than four weeks before the Company's intention to contract with a supplier on terms involving reservation of title in relation to any accounts or liabilities between the Company and the supplier whether such contract be verbal or in writing.

8. This security shall not be considered as satisfied or discharged by an intermediate payment of the whole or any part of the monies owing as aforesaid, but shall nevertheless constitute and be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or alter any other remedy or security which the Bank may now or at any time hereafter hold for or in respect of the monies and obligation hereby secured or any part thereof.
9. It is hereby agreed that if the Bank receive notice of any subsequent security or other interest affecting any part of the property comprised in the security hereby created the Bank may open a new account or accounts with the Company; If the Bank do not open a new account it shall nevertheless be treated as if they had done so at the time when they received notice, and as from that time all payments made by the Company 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 due from the Company to the Bank at the time when it received notice; In the event of the Company having more than one account with the Bank it shall be lawful for the Bank at any time and without any prior notice in that behalf forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Bank shall notify the Company of the transfer having been made.
10. It is hereby agreed that unless otherwise agreed by the parties in writing the Bank shall not be required to make or continue advances or grant any other accommodation to the Company on any account or accounts or by way of general banking facilities otherwise than at their discretion. The Bank will always be at liberty to stop making any advances and granting any other accommodation at any time without previous notice and without assigning any reason; Any admission or acknowledgement in writing by the Company or any person on its behalf of the amount of its indebtedness hereunder or any decree or award obtained by the Bank against the Company or any statement of account furnished by the Bank the correctness of which is certified by an officer of the Bank as aforesaid shall be conclusive and binding on the Company and no suspension of a charge or of a threatened charge hereunder shall pass, nor any sist of execution be granted except on consignment; the waiver by the Bank of any breach of any term of these presents shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach; Any demand for payment or any other demand or notice under this security shall be in writing and may be served on the Company by leaving it for the Company at its Registered Office or at the last place of business of the Company known to the Bank or by sending it by recorded delivery post to such Registered Office or place of business as aforesaid and any notice so posted shall be deemed to have been received 48 hours after posting.

11. The Company agrees that the terms of paragraph 14 of Schedule B 1 to the Insolvency Act 1986 apply to the floating charge hereby created.
12. The Company hereby certifies that the execution and delivery of this security does not contravene any of the provisions of its Memorandum and Articles of Association; And the Company consents to the registration hereof and of any such Certificate, admission, acknowledgement, decree or statement of account as aforesaid for execution; IN WITNESS WHEREOF these presents on this and the preceding 4 pages are executed by the Company as follows:

IRVINE
.....
Place of Execution

Rhonda Hannah
.....
Director Rhonda Hannah

15/8/23
.....
Date of Execution

.....
Director/Secretary

MARTHA CLARK
SOLICITOR
SUITE 1
EMMA HOUSE
KILBURN RD
IRVINE