

# MR01

## Particulars of a charge



Companies House

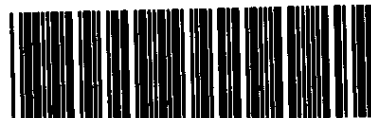
030212 / £23



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this  
Please see 'How to pay' on the

SATURDAY



\*SAY0IY6Q\*

SCT

26/02/2022

#3

COMPANIES HOUSE

☒ **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  
instrument. Use form MR08.

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 a  
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.

### 1 Company details

Company number S C 6 9 1 6 1 8

Company name in full MELLOW GROUP LTD

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 d 1 d 6 m 0 m 2 y 2 y 0 y 2 y 2

### 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 KIRKCALDY ONE LIMITED

Name KIRKCALDY TWO LIMITED

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.

MR01

Particulars of a charge

4	<b>Brief description</b>	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.	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.
Brief description	FLOATING CHARGE OVER ALL ASSETS OF THE COMPANY		
5	<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	
6	<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 Section 7  Is the floating charge expressed to cover all the property and undertaking of the company?  <input checked="" type="checkbox"/> Yes	
7	<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	
8	<b>Trustee statement</b> <sup>●</sup>	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"/>	● This statement may be filed after the registration of the charge (use form MR06).
9	<b>Signature</b>	Please sign the form here.  Signature X  X  This form must be signed by a person with an interest in the charge.	

# MRO1

## 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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 691618

Charge code: SC69 1618 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 16th February 2022 and created by MELLOW GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2022.

Given at Companies House, Edinburgh on 1st March 2022



**Companies House**



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



Certified as a true copy at  
Livingston on 25/02/2022  
JORDAN VACCANTINE  
PC McFarlane & Co  
Law House, Fairbairn Place  
Livingston, West Lothian  
EH54 6TN

## FLOATING CHARGE

BY:

MELLOW GROUP LTD, a Company registered in Scotland with number SC691618, with its registered office at 54 Boglilly Road, Kirkcaldy, Fife (the "Borrower");

IN FAVOUR OF:

KIRKCALDY ONE LIMITED, incorporated and registered in Scotland with company number SC481338 whose registered office is at 54 Boglilly Road, Kirkcaldy, Fife, and KIRKCALDY TWO LIMITED incorporated and registered in Scotland with company number SC481339 whose registered office is at 22a Southerton Road, Kirkcaldy, KY2 5NB (each the "Provider").

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Security unless the context requires otherwise:

"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;

"Loan Facility" means all sums loaned to the Borrower by the Provider for the purpose of funding the purchase and development of various sites for residential properties;

"Event of Default" means the occurrence of any event listed in clause 6.1 of this Security;

"Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets under this Security (whether by the Borrower or the Court) 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 Security is in force, be comprised in the property and undertaking of the Borrower;

"Secured Obligations" means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Borrower to the Provider including without prejudice to the foregoing generality sums and obligations due by the Borrower in terms of the Loan Facility, and all or any monies, liabilities and obligations due by the Borrower under this Security; and

"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.

### 1.2 Interpretation

In this Security unless the context requires otherwise:

- (a) words importing the singular shall include the plural and vice versa;

- (b) references to this Security or any other document shall be constituted as references to this Security or such other document as amended, supplemented or novated from time to time;
- (c) references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- (d) references to a "person" shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
- (e) references to a "fixed security" mean a fixed security as defined by section 486 of the Companies Act 1985;
- (f) any reference to the Provider includes his permitted successors, transferees and assignees;
- (g) references to a document "in the agreed form" means a document in a form agreed by the Borrower and The Provider and initialled by, or on behalf of, each of them for the purpose of identification as such; and
- (h) "tax" means all forms of taxation, duties, imposts and levies whatsoever in the nature of taxation whenever and wherever imposed, including (but without limitation) all stamp duties, imposts, duties, capital and revenue taxes and value added tax, and "taxes" and "taxation" shall be construed accordingly.

### 1.3 Headings

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

## 2. FLOATING CHARGE

### 2.1 Payment

The Borrower undertakes to the Provider that it will pay and discharge the Secured Obligations in accordance with the terms of any document relating to the same.

### 2.2 Floating Charge

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

### 2.3 Negative pledge and ranking

Unless otherwise agreed in writing by the Provider and subject to section 464(2) of the Companies Act 1985:

- (a) the Borrower shall not create any fixed security or other floating charge over any part of the Secured Assets except any fixed security in favour of the Provider; and

- (b) this Security shall rank in priority to any fixed security or other floating charge created by the Borrower after its execution of this Security.

### 3. PROTECTION OF SECURITY

#### 3.1 Continuing security

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force and may not be revoked until the Secured Obligations have been fully and unconditionally paid and discharged.

#### 3.2 No prejudice

This Security shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Provider may now or at any time hereafter hold for all or any part of the Secured Obligations.

#### 3.3 No waiver

Failure or delay on the part of the Provider in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

#### 3.4 Severability

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

#### 3.5 Non impairment

The Borrower agrees that none of its obligations or the Provider's rights, powers and discretions under this Security shall be reduced, discharged or otherwise adversely affected by:

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Provider may have now or in the future from or against the Borrower or any other person in respect of any of the Secured Obligations; or
- (b) any failure, act or omission by the Provider or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Borrower or any other person in respect of the Secured Obligations; or
- (c) any increase in or waiver or discharge of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Loan Agreement; or

- (d) any grant of time, indulgence, waiver or concession to the Borrower or any other person; or
- (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Borrower or any other person; or
- (f) any invalidity, illegality, unenforceability, irregularity or frustration of the Secured Obligations; or
- (g) anything done or omitted to be done by the Provider or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Borrower under this Security.

### 3.6 Further assurance

- (a) The Borrower shall promptly after being requested to do so by the Provider do all such acts and things and execute and deliver all such documents as the Provider may require for perfecting or protecting this Security or its priority or for facilitating the realisation or application of the Secured Assets and the exercise of the rights, powers and discretions conferred on the Provider or the Receiver under this Security.
- (b) Without prejudice to clause 3.6(a) during the subsistence of the Floating Charge hereby created the Borrower shall, on being so requested by the Provider in writing, forthwith grant in favour of the Provider, a fixed security or securities in the usual form adopted by the Provider over any heritable property which may now or from time to time hereafter belong to the Borrower; and any such fixed security which may at any time hereafter be granted by the Borrower in favour of the Provider shall rank in priority to the Floating Charge hereby created.

## 4. POWER OF ATTORNEY

### 4.1 Appointment

The Borrower hereby irrevocably appoints the Provider, whether or not a Receiver has been appointed, and separately also the Receiver, as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- (a) to do anything which the Borrower is obliged to do (but has not done) under this Security; and
- (b) generally to exercise all or any of the rights, powers and discretions conferred on the Provider or the Receiver in relation to the Secured Assets under this Security.

### 4.2 Ratification

The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Borrower under this clause.



#### 4.3 Exercise of power

The appointment effected under clause 4.1 (*Appointment*) shall take effect immediately (in the case of the Receiver, upon his/her appointment), but the powers conferred shall only become exercisable upon the occurrence of an Event of Default (which upon the appointment of the Receiver shall be deemed to be the case) or if the Borrower does not fulfil any of its obligations under clause 3.6 (*Further assurance*) within three Business Days of notice from the Provider or the Receiver to do so.

### 5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

#### 5.1 Representations and warranties

The Borrower represents and warrants to the Provider that:

- (a) it is duly incorporated under the Companies Acts in Scotland;
- (b) it has the power to grant this Security and perform its obligations hereunder;
- (c) it has taken all necessary corporate action to authorise the execution and delivery of this Security and the performance of its obligations hereunder;
- (d) the grant of this Security and the performance of its obligations hereunder will not contravene any law, regulation or agreement to which the Borrower is a party or by which it is bound, or cause any limitation on any of the powers of the Borrower however imposed, or the right or ability of its directors to exercise any of such powers, to be exceeded;
- (e) all authorisations required for the creation, performance, validity and enforceability of this Security by the Borrower have been obtained and are in full force and effect;
- (f) it has not, except for liens or retention of title provisions arising in the ordinary course of its trading activities, granted or created any other security, charge or encumbrance over the Secured Assets or any interest therein, or agreed, conditionally or unconditionally, to do so; and
- (g) it has not, save in the ordinary course of its trading activities, for market value, on an arms length basis and for consideration payable in cash on normal commercial terms, entered into any agreement or granted any option to sell or otherwise dispose of the Secured Assets or any interest therein, or agreed, conditionally or unconditionally, to do so.

#### 5.2 Undertakings

- (a) The Borrower undertakes that unless otherwise agreed in writing by the Provider it shall not:
  - (i) dispose of any of the Secured Assets or any interest therein otherwise than in the ordinary course of its trading activities, for market value, on an arms length basis and for consideration payable in cash on normal commercial terms;
  - (ii) sell, factor, discount, assign or otherwise charge or dispose of its book debts or other accounts or payments receivable;

- (iii) become a guarantor or surety for any person;
  - (iv) issue or create any debentures, debenture or loan stock or loan capital;
  - (v) agree to postpone or subordinate the Borrower's right to receive or claim payment of any debt or monetary claim due to it;
  - (vi) do or omit to do anything whereby any insurance in respect of the Borrower or the Secured Assets may be rendered void or voidable; or
  - (vii) let or grant leases or other rights of occupancy or possession of the buildings or land forming part of the Secured Assets or any part thereof
- (b) The Borrower undertakes that unless otherwise agreed in writing by the Provider it shall:
- (i) conduct its business and affairs in a proper and efficient manner;
  - (ii) comply promptly with its obligations under the Loan Facility;
  - (iii) comply with all laws, statutes, directives and regulations and all notices, codes of practice and other requirements having the force of law which are applicable to it and obtain, effect, maintain and comply with all registrations, licenses, consents, authorisations and exemptions required for the efficient conduct of its business;
  - (iv) effect and maintain such insurances (in respect of the Borrower, its business and the Secured Assets) of such types, against such risks, with such insurers, for such amounts and on such terms and conditions as are usually maintained by prudent companies carrying on the same or similar activities as the Borrower;
  - (v) apply all monies received under any such insurances towards replacing, restoring or reinstating the property destroyed or damaged or making good the loss or damage otherwise sustained; and
  - (vi) notify The Provider immediately in the event of any creditor executing diligence, (whether effectual or not), levying distress or execution, or serving any garnishee order against the Borrower or any of the Secured Assets.

## 6. ENFORCEMENT

### 6.1 Enforceable

This Security shall be enforceable immediately upon, or at any time after:

- (a) the expiry of 48 hours after the making by the Provider of a demand for payment of any monies secured by this Security without payment having been made;
- (b) an order being made or resolution being passed for the Borrower's winding up or liquidation, compulsory or voluntary;

- (c) the Borrower ceasing or threatening to cease to carry on the Borrower's business;
- (d) on default by the Borrower in the satisfaction, performance or observance of any of the obligations, conditions or provisions contained in the Loan Facility or in this Security;
- (e) the Borrower requesting the appointment of a Receiver or administrator;
- (f) an administration application being made in respect of the Borrower or on the appointment of an interim administrator or an administrator for the management of the Borrower's affairs, business and property;
- (g) any person giving notice of intention to appoint an administrator;
- (h) on any diligence being done or forced upon or against the Borrower or any of the Secured Assets of which diligence the Borrower shall give immediate notice to the Provider; or
- (i) this Security has in the opinion of the Provider (which opinion shall be conclusive) been or is likely to be in any way materially prejudiced.

## 6.2 Appointment of Receiver or administrator

- (a) At any time after this Security has become enforceable the Provider shall be entitled:
  - (i) to 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) to appoint one or more persons as an administrator or administrators of the Borrower;
  - (iii) to make an administration application in respect of the Borrower; or
  - (iv) to give notice of intention to appoint an administrator or administrators in respect of the Borrower.
- (b) The appointment of a Receiver or Receivers or an administrator or administrators, or the giving of notice of intention to appoint an administrator or administrators shall be effected by the Provider 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 Provider shall be entitled (subject to the provisions of the Act) to appoint a replacement in the same manner.

## 6.3 Powers of Receiver

A Receiver appointed under this Security 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 Borrower), 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 Borrower, 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 Borrower;
- (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;
- (d) to make any arrangement or compromise which he may think expedient;
- (e) to make calls, conditionally or unconditionally, on the Borrower's members in respect of the Borrower's uncalled capital with the same powers as are by the Borrower's articles of association conferred on the Borrower's directors in respect of calls and to the exclusion of the Borrower's directors powers in that behalf; and
- (f) 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.

#### 6.4 Agent of Borrower

The Receiver shall be the agent of the Borrower for all purposes of and in all respects arising under this Security and, except as otherwise provided by the Act, the Borrower alone shall be responsible for his/her acts, omissions, neglects and defaults and for all liabilities and obligations incurred by him/her, and his/her remuneration costs, charges and expenses.

#### 6.5 Application of proceeds

All monies realised by the Receiver or otherwise arising from the enforcement of this Security shall, subject always to clause 6.6 (*Monies on suspense account*) and clause 7 (*Discharge*), to the claims of creditors ranking in priority to or *pari passu* with the claims of The Provider under this Security and to the terms of section 60 of the Act, be applied by the Receiver in or towards the settlement of the Secured Obligations and any surplus shall be paid to the Borrower or any other person entitled thereto.

#### 6.6 Monies on suspense account

Nothing in this Security shall limit the right of the Receiver and/or the Provider (and the Borrower acknowledges that the Receiver is so entitled) if and for so long as the Receiver and/or the Provider in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts, without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations provided that if the aggregate of such monies so placed to the credit of such suspense account or accounts shall

equal or exceed the Secured Obligations, the Receiver and/or the Provider shall, subject always to clause 7 (Discharge), forthwith apply the same towards settlement of the Secured Obligations.

#### 6.7 Balance

The rights powers and discretions conferred on the Receiver under this clause are subject only to his/her obligation to account to the Borrower or any other person entitled thereto for any balance of the Secured Assets or their proceeds remaining in his/her hands after the Secured Obligations have been fully and unconditionally paid and discharged.

#### 6.8 Third parties

- (a) No purchaser from or other person dealing with the Receiver in relation to the Secured Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by him/her hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.
- (b) The receipt or discharge of the Receiver shall be an absolute discharge to any purchaser or other person dealing with the Receiver in relation to the Secured Assets and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Receiver or at its direction.

### 7. DISCHARGE

#### 7.1 Discharge

When the Secured Obligations have been fully and unconditionally paid or discharged the Provider shall at the Borrower's request, and at its expense, discharge this Security. Any payment or realisation in respect of the Secured Obligations which in the reasonable opinion of the Provider is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground.

#### 7.2 Retention of Security

If any payment or realisation in respect of the Secured Obligations is, in the Provider's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Provider shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.

#### 7.3 Avoidance of payments

The Provider's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by The Provider on the faith of any such payment or realisation.

8. LIABILITY OF RECEIVER AND THE PROVIDER

The Receiver and the Provider shall not in any circumstances be liable to the Borrower or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Secured Assets or from any act, default or omission of the Receiver or the Provider, or his/her or its officers, employees or agents in relation to the Secured Assets or otherwise in connection with this Security, except to the extent caused by the wilful neglect or default of the Receiver or the Provider or his/her or its officers, employees or agents.

9. MISCELLANEOUS

9.1 Non compliance by Borrower

If the Borrower fails to make any payment or fulfil any obligation due by it under or pursuant to this Security, the Receiver or the Provider, as the case may be, shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Borrower on demand, together with interest at 4% per annum over the base rate from time to time of Bank of Scotland plc (or if such bank shall cease to exist, such other UK clearing bank as the Provider may nominate) from the date of demand until settlement and shall constitute Secured Obligations.

9.2 Assignment

- (a) The Provider may at any time (without consent) assign the benefit of this Security or any of its rights or obligations hereunder.
- (b) The Borrower may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder.

9.3 Expenses

The Borrower shall indemnify the Provider on demand against all liabilities, costs, charges and expenses properly and reasonably incurred by the Provider (including the fees and expenses of any legal advisers employed by the Provider and where appropriate any VAT) in connection with the enforcement or preservation of the Provider's rights under this Security, together with interest at 4% per annum over the base rate from time to time of Bank of Scotland plc (or if such bank shall cease to exist, such other UK clearing bank as The Provider may nominate) from the date of demand until settlement and the amount thereof shall be a Secured Obligation.

10. GOVERNING LAW

This Security shall be governed by and construed in accordance with Scots Law and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

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

SUBSCRIBED for and on behalf of

MELLOW GROUP LTD at **KIRKCALDY**

on the **16** day of **February** 2022

by

**Mr. A. Mitchell** Director

**ALEX THOMAS MITCHELL** Full Name

**Graeme J. Mitchell** Director

**GRAEME J. MITCHELL** Full Name

before this witness

**C. C.** Witness

**CLARE SARAH SPRENG** Full Name

**4 Fortroy Road** Address

**LY2 6FY**