

MR01

Particulars of a charge

13/02/2016



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

What this form is for
You may use this form to register a charge created or evidenced by an instrument.

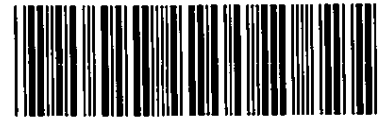
What this form is NOT for
You may not use this form to register a charge where there is no instrument. Use form MR08.

For further information, please refer to our guidance at: www.companieshouse.gov.uk

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 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.

FRIDAY



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SCT 29/01/2016 #547

COMPANIES HOUSE

1 1 12

1 Company details

Company number

Company name in full

→ **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

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

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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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page
Please use a continuation page if you need to enter more details.

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- Yes**
 No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

- Yes** Continue
 No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- Yes**

7




Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- Yes**
 No

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8	Trustee statement ^①
<p>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.</p> <p><input type="checkbox"/></p>	
<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>	

9	Signature						
<p>Please sign the form here.</p>							
Signature	<table border="1" style="width: 100%;"><tr><td style="width: 100px; vertical-align: top;">Signature</td><td style="text-align: center;"> ----- Gateley (Scotland) LLP</td><td style="width: 50px; vertical-align: middle; text-align: center;">X</td></tr><tr><td colspan="3"><p>This form must be signed by a person with an interest in the charge.</p></td></tr></table>	Signature	 ----- Gateley (Scotland) LLP	X	<p>This form must be signed by a person with an interest in the charge.</p>		
Signature	 ----- Gateley (Scotland) LLP	X					
<p>This form must be signed by a person with an interest in the charge.</p>							

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 **Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Peter Smartt

Company name HBJ Gateley

Address Exchange Tower, 19 Canning Street

Post town Edinburgh

County/Region

Postcode E H 3 8 E H

Country

DX ED27

Telephone 0131 228 2400

 **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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 293432

Charge code: SC29 3432 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th January 2016 and created by 2I LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2016.

Given at Companies House, Edinburgh on 4th February 2016



Companies House



Certified as a true copy of
the original subject to the
exclusion of personal
information permitted by
Section 859G of the
Companies Act 2006


Gateley (Scotland) LLP

Floating Charge (Scotland)

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND RBSIF IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Definitions

- RBSIF:** RBS Invoice Finance Limited
- Debt Purchase Agreement:** Any debt purchase facility between RBSIF and the Client
- Client:** 21 Limited Registered No: SC293432 of 117 Hanover Street, Edinburgh, EH2 1DJ
- Client's Obligations:** All the Client's liabilities to RBSIF of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with RBSIF's charges, Interest and Expenses
- Debts:** Has the meaning given to that expression in any Debt Purchase Agreement
- Expenses:** All expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with the Property or the Client's Obligations or in taking or perfecting this document or in assigning discharging preserving defending or enforcing the security created by this document or in exercising any power under this document or otherwise with Interest from the date they are incurred
- Floating Charge:** The floating charge granted under Clause 2
- Interest:** Interest at the same rate as the discounting charge charged to the Client by RBSIF from time to time
- Property:** The whole and any part of the property charged by Clause 2
- Required Currency:** The currency or currencies in which the Client's Obligations are expressed from time to time
- Subsidiary:** Has the meaning given in Section 1159 of the Companies Act 2006

Undertaking to Pay

- 1 The Client undertakes to pay and discharge on demand signed by an official or manager of RBSIF the Client's Obligations

Floating Charge

- 2 As a continuing security for the payment and discharge of the Client's Obligations, the Client grants to RBSIF a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time while the floating charge is in force comprised in the property and undertaking of the Client. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Clause 2 (and the floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

Ranking

- 3.1 Unless otherwise agreed in writing by RBSIF, the Floating Charge will, subject to Section 464(2) of the Companies Act 1985 and to Clause 3.2, rank in priority to any fixed security and any other floating charge which will be created by the Client after its execution of this document
- 3.2 Any fixed security granted by the Client in favour of RBSIF either before or after the Client's execution of this document will in all respects rank in priority to the Floating Charge

Restrictions

- 4 Except with the previous written consent of RBSIF:-

- 4.1 The Client will not create or permit to arise any fixed security or floating charge or lien (including in each case one which ranks after the Floating Charge as well as one which has priority over or ranks pari passu with the Floating Charge) on any of the Property and will ensure that no Subsidiary of the Client will create or permit to arise any fixed security or floating charge or lien on any of its undertaking property assets or rights other than in each case in favour of RBSIF
- 4.2 The Client will not and will ensure that no Subsidiary of the Client will dispose of any of its heritable, freehold or leasehold property or any interest or estate therein
- 4.3 The Client will not and will ensure that no Subsidiary of the Client will dispose of any of its undertaking or any of its other property assets or rights other than in the ordinary course of business
- 4.4 The Client will not and will ensure that no Subsidiary of the Client will grant or accept a renunciation or surrender of any lease or licence of or part with or share possession or occupation of its heritable freehold or leasehold property or any part of it
- 4.5 The Client will not and will ensure that no Subsidiary of the Client will borrow or raise any money
- 4.6 The Client will not call up any uncalled capital or receive any uncalled capital in advance of calls

Insurance

- 5.1 The Client will keep comprehensively insured to RBSIF's reasonable satisfaction and with insurers acceptable to RBSIF all of the Property which is of an insurable nature for its full reinstatement value and in default RBSIF may enter and effect such insurance at the Client's expense (without becoming liable to account to the Client or any other person)
- 5.2 The Client will ensure that, when required by RBSIF, all policies in respect of such insurances are delivered to RBSIF in order that RBSIF may notify the insurer of its interest therein (and where appropriate have that interest endorsed upon the face of the policy document). The Client will ensure that such delivery takes place within seven days of the Client having received a request from RBSIF
- 5.3 The Client will hold in trust for RBSIF all moneys received under any insurance of the Property and at RBSIF's option will apply the same in making good the relevant loss or damage or in or towards payment and discharge of the Client's Obligations

Deeds and Securities and Debts

- 6.1 The Client will from time to time deposit with RBSIF all deeds and documents of title relating to the Property
- 6.2 The Client will deal with all Debts in accordance with the terms of any Debt Purchase Agreement

Repair and Alteration

- 7.1 The Client will keep all its heritable freehold and leasehold property (and all buildings thereon) and all its plant, machinery, fixtures, furniture, furnishings, equipment, tools and other moveable property in good condition and in default RBSIF may enter and effect repairs at the Client's expense (without becoming liable to account to the Client or any other person)
- 7.2 The Client will not without the prior written consent of RBSIF make any alteration to any of its heritable freehold or leasehold property (or any building thereon) which would require planning permission or approval under any building regulations

Enforcement

- 8.1 The Floating Charge will become enforceable if:-
 - 8.1.1 RBSIF makes a demand for payment of any of the Client's Obligations or
 - 8.1.2 RBSIF is requested by the Client to appoint an administrator of the Client or
 - 8.1.3 RBSIF receives from any person a notice of intention to appoint an administrator of the Client or any such appointment is made or
 - 8.1.4 An application is made or petition is presented to the court for the making of an administration order or a winding up order in relation to the Client or any resolution is passed or any meeting is convened for the

purpose of considering a resolution for the winding up of the Client or any proceedings are commenced or any other procedure or step is undertaken in any jurisdiction for the winding up or liquidation of the Client or

- 8.1.5 **RBSIF is requested by the Client to appoint any person to be a Receiver of the Property or any Receiver or similar official is appointed over all or any part of the property comprised in the property and undertaking of the Client or**
- 8.1.6 **The Client breaches any of the provisions of this document or**
- 8.1.7 **RBSIF becomes entitled to exercise any termination rights in respect of any Debt Purchase Agreement or any other agreement documenting the Client's Obligations**
- 8.2 **RBSIF may appoint an administrator of the Client under the hand of any official or manager of RBSIF**
- 8.3 **In addition to RBSIF's statutory rights, RBSIF may at any time after the Floating Charge becomes enforceable by instrument in writing signed by an official or manager of RBSIF and without further notice to the Client appoint any person or persons to be a Receiver or Receivers of the Property. If any person appointed by RBSIF to be a Receiver is removed by the Court or will otherwise cease to act as such then RBSIF may appoint another person as Receiver in place of such person**
- 8.4 **Any Receiver appointed by RBSIF under Clause 8.3 will (in addition to all powers conferred on the Receiver by law) have the following powers which in the case of the Joint Receivers may be exercised jointly and severally:-**
- 8.4.1 **To take possession of and generally manage the Property and any business of the Client**
- 8.4.2 **To carry out on any heritable freehold or leasehold property of the Client any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment**
- 8.4.3 **To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any burdens or covenants (positive or restrictive) affecting land**
- 8.4.4 **To sell lease renounce surrender or accept renunciations or surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land**
- 8.4.5 **To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Client**
- 8.4.6 **To take continue or defend any proceedings and enter into any arrangement or compromise**
- 8.4.7 **To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen**
- 8.4.8 **To call up any uncalled capital of the Client with all the powers conferred by the Articles of Association of the Client in relation to calls**
- 8.4.9 **To employ advisers consultants managers agents workmen and others**
- 8.4.10 **To purchase or acquire materials tools equipment goods or supplies**
- 8.4.11 **To borrow any money and secure the payment of any money in priority to the Client's Obligations for the purpose of the exercise of any of his powers**
- 8.4.12 **To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property**
- 8.5 **The Client will be solely responsible for the acts and defaults of any Receiver appointed by RBSIF and for his remuneration costs charges and expenses and any such Receiver will be deemed to be the agent of the Client**

General Powers of RBSIF

- 9.1 **In addition to any lien or right to which RBSIF may be entitled by law RBSIF may from time to time without notice and both before and after demand set off the whole or any part of the Client's Obligations against any deposit or credit balance on any account of the Client with RBSIF (whether or not that deposit or balance is due to the Client)**

- 9.2 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Client with RBSIF that deposit or balance will not be capable of being assigned dealt with mortgaged or charged in favour of any person other than RBSIF and will not be repayable to the Client before all the Client's Obligations have been discharged but RBSIF may without prejudice to this document permit the Client to make withdrawals from time to time
- 9.3 **RBSIF** may exchange or convert to the Required Currency any currency held or received
- 9.4 **If** so requested in writing by RBSIF at any time or from time to time the Client will as soon as practicable and in any event not later than 7 days after receiving the request appoint a firm of accountants nominated by RBSIF on terms of reference approved by RBSIF to investigate and report to RBSIF on the financial affairs of the Client and any subsidiary of the Client. In addition the Client authorises RBSIF itself at any time and from time to time to make such appointment without further authority from the Client. The Client will be solely responsible for the remuneration costs charges and expenses of such accountants
- 9.5 **RBSIF** may debit any amount (including Expenses and any remuneration costs charges and expenses such as are referred to in Clause 9.4) which the Client is liable to pay or reimburse to RBSIF under any provision of this document to any account of the Client with RBSIF
- 9.6 **RBSIF** may allow any person to take over any of its rights and duties under this deed and any associated security
- 9.7 **RBSIF** may give to any person information about the Client this deed or any associated security in connection with any proposed transfer of any relevant finance facility or security or this deed
- 9.8 **This deed** may be enforced against the Client without RBSIF first having recourse to any other right remedy guarantee or security held by or available to it
- 9.9 **The powers** set out in this Clause 9 are in addition to powers conferred on Receivers by statute

Power of Attorney

- 10 **The Client** irrevocably appoints RBSIF and any Receiver appointed by RBSIF severally to be the Attorney of the Client (with full power of substitution and delegation) in the Client's name and on the Client's behalf and as the RBSIF's act and deed to sign or execute all deeds instruments and documents which may be required by RBSIF or any Receiver for or in connection with the exercise of any of their respective powers under this document and to sign or execute all deeds instruments and documents and to do all such other acts and things which the Client has failed to sign execute or do in breach of any obligation owed to RBSIF under this document and hereby ratifies and confirms and agrees to ratify and confirm whatever any such Attorney will do or purport to do in the exercise or purported exercise of the power of attorney granted by the Client under this Clause

Appropriation

- 11.1 **Subject** to Clause 11.2, RBSIF may appropriate all payments received for the account of the Client in reduction of any part of the Client's Obligations as RBSIF decides
- 11.2 **RBSIF** may open a new account or accounts upon RBSIF receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not RBSIF opens any such account no payment received by RBSIF after receiving such notice will (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Client's Obligations outstanding at the time of receiving such notice

Preservation of other Security and Rights and Further Assurance

- 12.1 **This document** is in addition to any other security present or future held by RBSIF for the Client's Obligations and neither this document, nor the security created hereby nor the rights of RBSIF hereunder will :
- 12.1.1 **In any way** prejudice or affect or merge with such other security or any contractual or legal rights of RBSIF; or
- 12.1.2 **Be** in any way prejudiced or affected by any such other security by the release of any such other security or by the sale or other disposal of the Property which is subject to such other security (irrespective of whether the proceeds are applied in reduction of the Client's Obligations) or by RBSIF giving to the Client

or any other person any time or indulgence or compounding or entering into any agreement with the Client or any other person

- 12.2 The Client will at its own cost at RBSIF's request execute any deed or document and take any action required by RBSIF to perfect, enhance or facilitate the realisation of the security created by this document and grant and ensure that each Subsidiary of the Client will grant in favour of RBSIF by way of further security for the Client's Obligations such fixed security in a form specified by RBSIF over such of its undertaking property assets and rights (including in respect of its book debts) as is specified in the request.
- 12.3 The Obligations of the Client under this deed will not be affected by any act or omission which but for this deed would reduce release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including:
- 12.3.1 any extension of time waiver or consent granted to or composition with the Client or other person
- 12.3.2 the taking variation compromise exchange renewal or release of or refusal or neglect to perfect take up or enforce any rights against or security over assets of the Client or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security
- 12.3.3 any incapacity or lack of power authority or legal personality of or dissolution or change in the members or status of the Client or any other person
- 12.3.4 any amendment novation supplement extension restatement or replacement of the Debt Purchase Agreement or any other document or security including without limitation any change in the purpose of any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security
- 12.3.5 any unenforceability illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security
- 12.3.6 any insolvency administration or similar proceedings of the Client or any other person

Notices

- 13.1 Any notice or demand by RBSIF may be served personally on any director or the secretary of the Client or may be sent by post or fax or delivered to the Client at the Client's address last known to RBSIF
- 13.2 A notice or demand by RBSIF by post will be deemed served on the Business Day after posting
- 13.3 A notice or demand sent by RBSIF by fax (i) during RBSIF's working hours on a Business Day will be deemed served on the day of sending (ii) at any other time will be deemed served on the next following Business Day
- 13.4 "Business Day" means any day other than a Saturday or Sunday on which banks are generally open for business in London

Certificate of the Client's Obligations

- 14.1 A certificate signed by an official or manager of RBSIF as to the cause existence or amount of the Client's Obligations will save in the case of manifest error be conclusive and binding on the Client
- 14.2 The Client consents to the registration of this document and of the certificate referred to in Clause 14.1 for preservation and execution
- 14.3 The Client will not take any proceedings or other steps to reduce or suspend any charge for payment served by RBSIF following such registration or to prevent RBSIF from or delay RBSIF in serving such a charge or to suspend or sist any execution which is levied by RBSIF following the expiry of any such charge unless prior to the taking of the proceedings or other steps the Client has paid and discharged the Client's Obligations as certified in the certificate issued by RBSIF in accordance with Clause 14.1

Reinstatement

15. Where any discharge (whether in respect of the Obligations of the Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment security or other disposition which is avoided or must be restored on insolvency or otherwise the Client's Obligations under this deed will continue as if the discharge or arrangement had not

occurred. RBSIF may concede or compromise any claim that a payment security or other disposition is liable to avoidance or restoration.

Governing Law

- 16.1 The laws of Scotland govern this deed and any non-contractual obligations arising in relation to it
- 16.2 The parties irrevocably agree that the Scottish courts will have exclusive jurisdiction to settle any dispute or claim relating to this deed (including non-contractual disputes or claims) and that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the parties and may be enforced against the parties in the courts of any other jurisdiction

Interpretation

- 17.1 The expressions "Client" and "RBSIF" where the context admits include their respective successors in title and assignees
- 17.2 Interest will be calculated both before and after demand or decree on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as RBSIF may select
- 17.3 References to the "Property" include any part of it
- 17.4 References to heritable freehold and leasehold property include all burdens covenants and rights affecting or concerning the same
- 17.5 References to "Debt Purchase Agreement" include that agreement as amended supplemented or novated from time to time
- 17.6 Any reference to any statute or statutory provision will be a reference to that statute or statutory provision as amended or re-enacted from time to time
- 17.7 Each of the provisions of this document will be severable and distinct from one another and the invalidity or unenforceability of any one or more of such provisions under the law of any jurisdiction will not affect the validity or enforceability of the provision(s) in question under the law of any other jurisdiction or the validity or enforceability of any other provision

In Witness of which this deed consisting of this and the 5 preceding pages has been executed as follows:

Signed on 18/1/2016
on behalf of 2I Limited,
the Client, by two directors or a director and it's
secretary or a director in the presence of a witness

Director

David Murray
Print Full Name (BLOCK CAPITALS)

Director/Secretary

IAN BELL
Print Full Name (BLOCK CAPITALS)

Where only one Director signs, a witness
is required

Witness' Signature

Print Witness Full Name (BLOCK CAPITALS)

Address