



Registration of a Charge

Company Name: **ALMECAM HOLDINGS LTD**

Company Number: **SC450170**



Received for filing in Electronic Format on the: **04/03/2022**

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Details of Charge

Date of creation: **25/02/2022**

Charge code: **SC45 0170 0001**

Persons entitled: **WILLIAM ROBERT NIXON**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 450170

Charge code: SC45 0170 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th February 2022 and created by ALMECAM HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2022 .

Given at Companies House, Edinburgh on 7th March 2022

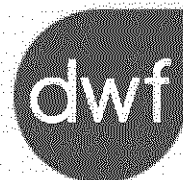
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



BOND AND FLOATING CHARGE

by

ALMECAM HOLDINGS LIMITED

in favour of

WILLIAM ROBERT NIXON

**DWF LLP
No. 2 Lochrin Square
96 Fountainbridge
Edinburgh
EH3 9QA**

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THIS BOND AND FLOATING CHARGE WITH DATE OF DELIVERY:

IS MADE BETWEEN

- (1) **ALMECAM HOLDINGS LIMITED** incorporated under the Companies Acts with registered number SC450170 and having their registered office at 1st Floor, Kintyre House, 205 West George Street, Glasgow G2 2LW (hereinafter called the "**Chargor**"); and
- (2) **WILLIAM ROBERT NIXON**, residing at Gresham House, Fireball Hill, Sunningdale, Berkshire SL5 9PJ (hereinafter called the "**Lender**").

WHEREAS

- (A) The Lender has made various loan facilities available to the Chargor, each of which is undocumented and has been made available on and on-demand basis.
- (B) The Lender and Chargor have agreed that, in consideration for the Lender continuing to make the loan facilities available, the Chargor should grant a floating charge over its entire assets and undertakings as security for all sums now due or to become due by the Chargor to the Lender.

TERMS AGREED

1. Chargor's Obligations

The Chargor will pay to the Lender on demand all the Chargor's Obligations. The "**Chargor's Obligations**" are all the Chargor's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include any expenses the Lender or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:

- 1.1 the property and assets from time to time charged by clause 2 (being the "**Property**"). In this deed references to Property include any part of it; and
- 1.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Floating Charge

- 2.1 The Chargor, as a continuing security for the payment on demand of the Chargor's Obligations, gives to the Lender a floating charge over all its property, undertaking, assets (including uncalled capital) and rights owned now or in the future.
- 2.2 Any fixed charge given by the Chargor to the Lender will rank in priority to the floating charge.
- 2.3 The floating charge will rank in priority to any fixed charge and any other floating charge granted by the Chargor after completion of this deed, unless the Lender agrees otherwise.
- 2.4 The floating charge granted by the Chargor pursuant to this deed is intended to be a qualifying floating charge as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. Restrictions

The Chargor will not, without the Lender's consent:

- 3.1 permit or create any fixed security, floating charge or lien on the Property, whether ranking before or after this deed, except in favour of the Lender;
- 3.2 dispose of, whether by sale, lease, licence, sub-licence, transfer or otherwise, any of its Land. References to Land are to any interest in heritable, freehold or leasehold land;
- 3.3 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting;
- 3.4 dispose of whether by sale, lease, licence, sub-licence, transfer or otherwise, any other property, assets or rights, other than in the ordinary course of business;
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of business. In particular, the Chargor will not realise its book and other debts by means of invoice discounting or factoring arrangements; and
- 3.6 call on, or accept payment of, any uncalled capital.

4. Property Undertakings

The Chargor will:

- 4.1 permit the Lender at any time to inspect the Property;
- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Lender, terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Chargor's expense;
- 4.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Chargor will apply the proceeds in making good the relevant loss or damage, or to reduce the Chargor's Obligations;
- 4.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property;
- 4.5 keep the Property in good condition;
- 4.6 not, without the Lender's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations; and
- 4.7 pay all the money the Chargor receives in respect of book and other debts into an account with the Lender. The Lender may specify the relevant account.

5. Investigating Accountants

5.1 The Lender may require the Chargor to appoint a firm of accountants to review its financial affairs, if:

5.1.1 any of the Chargor's Obligations are not paid when due;

5.1.2 the Lender considers that the Chargor has breached any other obligation to the Lender; or

5.1.3 the Lender considers any information provided by the Chargor to be materially inaccurate.

5.2 Any review required in accordance with clause 5.1 will take place within seven (7) days of the Lender's request (or longer if the Lender agrees). The firm, and the terms of reference, must be approved by the Lender. The Chargor (and not the Lender) will be responsible for the firm's fees and expenses, but the Lender may make payment and the Chargor will repay the Lender on demand.

6. Enforcement

In addition to the Lender's statutory rights, the floating charge will become enforceable and the Lender may appoint an administrator or receiver, if:

6.1 the Lender demands payment of any of the Chargor's Obligations;

6.2 the Chargor asks the Lender, or the Lender receives notice of intention, to appoint an administrator or an administration application is made;

6.3 a meeting is called or a petition is presented for liquidation of the Chargor;

6.4 any security is enforced in respect of any assets of the Chargor; or

6.5 any document is filed at court initiating or applying for a moratorium or an order is made for a moratorium to come into force in relation to the Chargor.

7. Certificate of Chargor's Obligations

A certificate signed by the Lender as to the amount of the Chargor's Obligations will be binding on the Chargor, except if there is an obvious error.

8. Appointment of Receiver or Administrator

Following the floating charge becoming enforceable in accordance with clause 6, the Lender may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Chargor. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Chargor's agent and the Chargor (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of the Lender and receivers

9.1 In addition to any statutory powers, the Lender or any receiver may:

9.1.1 carry on the Chargor's business;

- 9.1.2 enter, take possession of, and/or generally manage the Property;
- 9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land;
- 9.1.4 purchase any heritable or other property and purchase, grant or release any interest in or right over any heritable asset or the benefit of any covenants affecting that asset. References to heritable assets include land or property that is purchased by the Lender or a receiver under this power;
- 9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land;
- 9.1.6 complete any transactions by executing any deeds or documents in the name of the Chargor;
- 9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;
- 9.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- 9.1.9 call up any uncalled capital with all the powers conferred by the Chargor's articles of association;
- 9.1.10 employ advisers, consultants, managers, agents, workmen and others;
- 9.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and
- 9.1.12 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Chargor's Obligations.
- 9.3 Joint receivers may exercise their powers jointly and separately.
- 9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 The Lender may exercise any of its powers even if a receiver has been appointed.
- 9.6 The Lender may exercise any rights attached to any charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise, the Lender will only exercise those rights as instructed by the Chargor.

9.7 The Lender may set off any amount due from the Chargor against any amount owed by the Lender to the Chargor. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

10. Appointment of a Monitor

The Chargor will not enter into a moratorium or appoint a monitor without first giving the Lender five (5) business days notice of its intention to do so.

11. Application of Payments

11.1 The Lender may apply any payments received for the Chargor to reduce any of the Chargor's Obligations, as the Lender decides.

11.2 If the Lender receives notice of any charge or interest affecting the Property, the Lender may suspend the Chargor's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Chargor after the date of the notice will be applied first to repay the Chargor's Obligations arising after that date.

12. Preservation of Other Security and Rights and Further Assurance

12.1 The deed is in addition to any other security or guarantee for the Chargor's Obligations held by the Lender now or in the future. The Lender may consolidate the deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

12.2 On request, the Chargor will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under the deed.

13. Power of Attorney

To give effect to the deed and secure the exercise of any of their powers, the Chargor irrevocably appoints the Lender, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

14. Consents, Notices and Demands

14.1 All consents, notices and demands must be in writing.

14.2 The Lender may deliver a notice or demand to the Chargor at its registered office or at the contact details last known to the Lender.

14.3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6:00pm on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday.

14.4 A notice from the Chargor to the Lender will be effective on receipt.

15. Transfers

The Lender may allow any person to take over any of its rights and duties under the deed. The Chargor authorises the Lender to give that person or its agent any financial or other information about the Chargor. References to the Lender include its successors.

16. Continuing Security

The security constituted by this deed shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Chargor's Obligations.

17. Notice of Subsequent Encumbrances

If the Lender receives or is deemed to have received notice of any subsequent encumbrance or other right in security (fixed or floating or other interest affecting any part of the Property and/or proceeds of sale or realisation of the Property, the Lender may open a new account or accounts for the Chargor in its books and if the Lender does not do so then, unless the Lender gives express written notice to the contrary to the Chargor as from the time of receipt or deemed receipt of such notice by the Lender all payments made by the Chargor to the Lender shall notwithstanding any appropriation by the Chargor to the contrary be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Chargor's Obligations.

18. Suspense Accounts

All monies received by the Lender under this deed may at the discretion of the Lender be credited to a suspense account and may be held in such account for so long as the Lender shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Chargor's Obligations.

19. Discharge and Avoidance of Payments

Any settlement or discharge between the Chargor and the Lender shall be conditional upon no security or payment granted or made to the Chargor to the Lender or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Lender) the Lender shall be entitled to recover from the Chargor the value or amount of such security or payment from the Chargor or to enforce this deed to the full extent of the Chargor's Obligations as if such settlement or discharge had not occurred.

20. Remedies, Waivers and Consents

- 20.1 No failure or delay by the Lender in exercising any right, remedy or power under this deed shall operate as a waiver and no single or partial exercise shall prevent further exercise of any right, remedy or power.
- 20.2 Any waiver and any consent by the Lender under this deed must be in writing to be effective and may be given subject to such conditions as the Lender thinks fit.

21. Partial Invalidity

- 21.1 Each provision of this deed will be valid and enforceable to the fullest extent permitted by law.
- 21.2 If any provision of this deed shall to any extent be invalid or unenforceable the validity and enforceability of the remaining provisions of this deed will not in any way be affected. Any invalid and unenforceable provision shall be modified to the extent necessary to make such provision valid and enforceable provided the Lender consents in writing to such modification.

22. Execution, counterparts and delivery

- 22.1 This deed may be executed in any number of counterparts and by each party on separate counterparts.
- 22.2 Where executed in counterpart:
 - 22.2.1 this deed will not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "**Counterparts Act**");
 - 22.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
 - 22.2.3 the date of delivery may be inserted on the first page of this deed in the blank provided for the delivery date; and
 - 22.2.4 the parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this deed.

23. Third Party Rights

- 23.1 Unless expressly provided in this deed, a person who is not a party to this deed has no right under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise to enforce or to enjoy the benefit of any term of this deed.
- 23.2 Notwithstanding any term of this deed, the consent of any person who is not a party to this deed is not required to rescind or vary this deed at any time.

24. Law

- 24.1 Scots law applies to this deed and the Scottish courts have exclusive jurisdiction.
- 24.2 For the benefit of the Lender, the Chargor irrevocably submits to the jurisdiction of the Scottish courts and irrevocably agrees that a decree or ruling in any proceedings in connection with the deed in those courts will be conclusive and binding on the Chargor and may be enforced against the Chargor in the courts of any other jurisdiction.

25. **Registration**

The Chargor consents to the registration for preservation and execution of this deed and of any certificate referred to in clause 7 in the Books of Council and Session.

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

SUBSCRIBED for and on behalf of the said **ALMECAM HOLDINGS LIMITED**

by DIANE MARGARET NIXON

[Redacted Signature]

Director

at SUNNINGDALE, VK.

on 21st FEBRUARY 2022

In the presence of this witness

[Redacted Witness Signature]

Witness

MA. LOURDES MIGNON CASTILLO

Full Name

[Redacted Address Line 1]

Address

[Redacted Address Line 2]

[Redacted Address Line 3]

SUBSCRIBED for and on behalf of the said **WILLIAM ROBERT NIXON**

by WILLIAM ROBERT NIXON

[Redacted Signature]

Signature

at SUNNINGDALE, VA.

on 21ST FEBRUARY 2022

In the presence of this witness

[Redacted] Witness

MALQUIDES MIGNON CASTILLO Full Name

[Redacted] Address

[Redacted]

[Redacted]