006496/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01 Particulars of a charge



	A fee is payable with this form Please see 'How to pay' on the last page You can use the WebFiling service Please go to www companieshouse go		
•	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	
Γ3/	This form must be delivered to the Registrar for registration will 21 days beginning with the day after the date of creation of the charical delivered outside of the 21 days it will be rejected unless it is accompact to order extending the time for delivery. You must enclose a certified copy of the instrument with this form. The scanned and placed on the public record. Do not send the original	*A48GK1JA* A05 29/05/2015 #49 COMPANIES HOUSE	
	Company details	For official use	
Company number	0 4 6 8 7 9 6 6	→ Filling in this form	
Company name in full	STRATEGIC PROCUREMENTS (UK) LIMITED	 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	2 5 8 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		
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	Thomas Ejedewe	_	
Name			
Name			
Name			
	If there are more than four names, please supply any four of these names their tick the statement below	n	
	I confirm that there are more than four persons, security agents or trustees entitled to the charge		

	MR01 Particulars of a charge		
4	Brief description		
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some	
Brief description	Floating Charge by Strategic Procurements (UK) Limited in favour of Thomas Ejedewe and his successors, assignees and transferees dated 28th April 2015 over the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company	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	
5	Other charge or fixed security		
	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		
	☐ 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 company from creating further security that will rank equally with or ahear of the charge? Please tick the appropriate box		
	✓ Yes		
	□ No		
8	Trustee statement [©]		
	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	This statement may be filed after the registration of the charge (use form MR06)	
9	Signature	·	
	Please sign the form here		
Signature	x Burnettekeid UP x as apent for Thomas Ejedewe		
	This form must be signed by a person with an interest in the 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 Victoria Wallace

Company name Burnett & Reid LLP

Address 15 Golden Square

Post town ABERDEEN

Country/Region

Postcode A B 1 0 1 W F

Country UNITED KINGDOM

DX DX AB 19

Telephone 01224 644333

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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 unformation 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

i 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





CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4687966

Charge code. 0468 7966 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th May 2015 and created by STRATEGIC PROCUREMENTS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th May 2015.

Given at Companies House, Cardiff on 6th June 2015





FLOATING CHARGE

by

Strategic Procurements (UK) Limited

in favour of

Thomas Ejedewe

2015

Certified a true and complete copy

interview

NICOLA MAUREN JAMIESON Solicitor

15 Golden Square

Aberdeen

ABBROFEN

AB10 1WF

25/05/15

NOTICE TO PARTIES:

For the avoidance of doubt Burnett & Reid LLP have only acted for Thomas Ejedewe in connection with this matter and do not, and have not, acted for Strategic Procurements (UK) Limited. In line with Law Society of Scotland guidance we would however ask Strategic Procurements (UK) Limited to note that signing this document. will have legal consequences and as such independent legal advice should be sought on its terms before signing

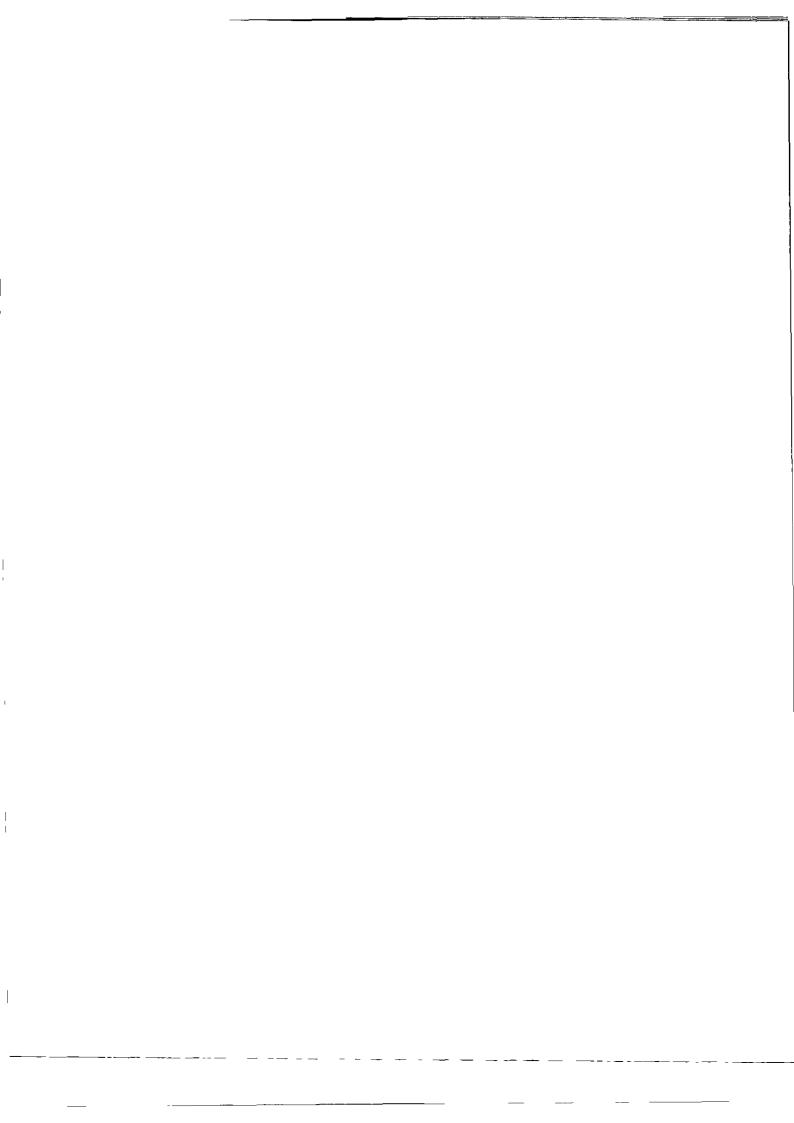
> Burnett & Reid LLP 15 Golden Square Aberdeen **AB10 1WF** FAS 0481

This FLOATING CHARGE is made by

- (A) STRATEGIC PROCUREMENTS (UK) LIMITED, a company incorporated under the Companies Acts (registered number 04687966) and having its registered office at One London Wall, London, EC2Y 5AB (the "Company"), in favour of
- (B) THOMAS EJEDEWE, residing at 2 Ladyfern House, Gale Street, Bow, London, E3 3RQ (the "Creditor")

1. <u>Definitions & Interpretation</u>

- 1 1 In this Floating Charge
 - 1 1 1 "Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,
 - 1 1 2 "Creditor" means the said THOMAS EJEDEWE, residing at 2 Ladyfern House, Gale Street, Bow, London, E3 3RQ and his successors, assignees and transferees,
 - 1 1 3 "Default Rate" means interest at the rate of 4% per annum above the base rate of the Bank of Scotland PLC from time to time.
 - 1 1 4 "Floating Charge" means this Floating Charge,
 - 1 1 5 "Properties" means at any time the heritable, freehold or leasehold properties of the Company at that time or any of them as the context requires,
 - 1 1 6 "Receiver" means a receiver or administrative receiver appointed pursuant to this Floating Charge in respect of the Company or over all or any of the Assets, and
 - 1 1 7 "Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Creditor by the Company, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety
- 1 2 In this Floating Charge, unless the context requires otherwise
 - 1 2 1 clause headings shall not affect the interpretation of this Floating Charge,



- 1 2 2 except where otherwise specified, any reference to a "clause" is a reference to a clause of this Floating Charge,
- 123 words in the singular shall include the plural and in the plural shall include the singular,
- 1 2 4 a reference to one gender shall include a reference to the other genders,
- 1 2 5 a reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1 2 6 a reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established,
- 1 2 7 a reference to "writing" or "written" includes faxes but no other electronic form, unless otherwise expressly provided in this Floating Charge,
- any words following the terms "including", "include", "In particular" or "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms,
- any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision, and
- 1 2 10 any references to a "fixed security" are to be construed in accordance with the terms of Section 486 of the Companies Act 1985

2. Payment Obligation

- The Company shall on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable
- If the Company shall fail to pay any amount under this Floating Charge when it is due then such amount shall bear interest (after as well as before decree and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Creditor

3. Charging Provision

- The Company grants a floating charge over the Assets to the Creditor as a continuing security for the payment or discharge of the Secured Liabilities
- 3 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Floating Charge

4 Negative Pledge & Ranking

- The Company agrees that it shall be prohibited from granting or creating subsequent to the date of this Floating Charge any fixed security or any other floating charge over the Assets or any part or parts of them, other than in favour of the Creditor or in favour of another person and with the prior written consent of the Creditor
- Any fixed security granted by the Company in favour of the Creditor (whether before or after this Charge) shall rank in priority to the floating charge created by this Floating Charge
- In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in clause 4.1 of this Floating Charge or with the consent of the Creditor under clause 4.1 of this Floating Charge, but with no written agreement of the Creditor as to the ranking of them, this Floating Charge shall rank in priority to that fixed security or floating charge

5 <u>Undertakings</u>

- 5 1 The Company shall not without the prior written consent of the Creditor
 - 5 1 1 sell, transfer, assign, factor, lease, license or otherwise dispose of all or any of the Assets or its interest in them other than in the ordinary course of trading,
 - 5 1 2 grant any lease of, part with possession or share occupation of, the whole or any part of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, sublet or part with possession of the same.
 - 5 1 3 vary, surrender, cancel or dispose of, or permit to be irritated or forfeit, any leasehold interest in any of the Properties, or
 - 5 1 4 cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Assets

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5 2 The Company shall

- 5 2 1 at all times comply with the terms of this Floating Charge and of all agreements relating to the Secured Liabilities,
- 5 2 2 if and when required by the Creditor, grant in its favour (or as the Creditor shall direct), such fixed or specific security or charge or assignation over all or any of the Assets as the Creditor may require,
- 5 2 3 keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted,
- 5 2 4 promptly pay or cause to be paid and indemnify the Creditor and any Receiver against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time in the future payable in respect of any of its Properties (or any part of them) or by the owner or occupier of them,
- 5 2 5 notify the Creditor immediately if any creditor executes diligence against the Company or any distress or execution is levied or enforced against the Company or any third party debt order or freezing order is made and served on the Company,
- 5 2 6 notify the Creditor immediately if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the administration, receivership, winding-up or dissolution of the Company, and
- 5 2 7 maintain its centre of main interests (COMI), for the purposes of the Council Regulation (EC) No 1346/2000 on Insolvency Proceedings, in the United Kingdom

6 Protection of Security

- The Company agrees that this Floating Charge is and shall be in addition and without prejudice to any other security or rights which the Creditor holds or may hold in respect of all or any of the Secured Liabilities
- This Floating Charge will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or partial settlement of any part of the Secured Liabilities, and that until such whole Secured Liabilities have been fully and unconditionally paid and discharged

- The obligations of the Company under this Floating Charge will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation)
 - 6 3 1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Creditor may have now or in the future from or against the Company or any other person in respect of the Secured Liabilities,
 - 6 3 2 any act or omission by the Creditor or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person or the invalidity or unenforceability of any such security or guarantee,
 - 6 3 3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities.
 - 6 3 4 any grant of time, indulgence, waiver or concession to the Company or any other person,
 - 6 3 5 any arrangement or compromise entered into between the Creditor and the Company or any other person,
 - 6 3 6 the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Company or any other person,
 - 6 3 7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company or any other person, or
 - 6.3.8 any postponement, discharge, reduction, non-provability, inability to claim, or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order
- The Creditor shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Floating Charge or by law to
 - 6.4.1 take any action or obtain judgment or decree in any court against the Company,

- 6 4 2 make or file any claim to rank in a winding-up or a liquidation of or other proceedings relating to the Company, or
- 6 4 3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Creditor, in respect of the Secured Liabilities
- Any settlement or discharge between the Company and the Creditor shall be conditional upon no security or payment granted or made to the Creditor by the Company 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 Creditor) the Creditor shall be entitled to recover from the Company the value or amount of such security or payment from the Company as if such settlement or discharge had not occurred

7 Enforcement

- 7 1 This Floating Charge shall become enforceable upon and at any time after the occurrence of any of the following events
 - 7 1 1 If the Company has failed to pay all or any of the Secured Liabilities following a proper demand for payment by the Creditor,
 - 7 1 2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company,
 - 7 1 3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Company or any part of its undertaking or assets,
 - 7 1 4 the making of a request by the Company for the appointment of a Receiver or administrator, or
 - 7 1 5 If the Company breaches any of the provisions of this Floating Charge

8. Appointment of Receiver or Administrator

- At any time after this Floating Charge has become enforceable the Creditor shall be and is entitled to appoint in writing any one or more persons as
 - 8 1 1 a Receiver of all or any of the Assets, and/or
 - 8 1 2 an administrator of the Company,

in each case in accordance with and to the extent permitted by applicable laws. The Creditor may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000 except with the leave of the court.

- Without prejudice to the foregoing provisions, if any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Creditor shall be entitled to appoint another person or persons as Receiver or Receivers in his place
- Where more than one Receiver is appointed they will have power to act separately (unless the appointment by the Creditor specifies to the contrary)
- The Company shall be solely responsible for the acts and defaults of a Receiver appointed under this Floating Charge and for his remuneration, costs, charges and expenses and the Creditor shall not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, costs, charges and expenses
- Subject to section 58 of the Insolvency Act 1986, the Creditor may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another person as Receiver in his place
- The Receiver will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 2 to the Insolvency Act 1986 and, in addition to such powers, the Receiver will have power
 - 8 6 1 to promote the formation of a subsidiary or subsidiaries of the Company, including, without limitation, any such subsidiary formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interest in all or any of the assets of the Company,

- 8.6.2 to make any arrangement or compromise which the Creditor or the Receiver may think fit,
- 8 6 3 to sever any fixtures (including trade and tenants fixtures) from the property of which they form part,
- 8 6 4 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Company.
- 8 6 5 to convene an extraordinary general meeting of the Company,
- 8 6 6. to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Assets located in England and Wales, and
- 8 6 7 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets
- 8 7 No purchaser, security grantee or other person dealing with a Receiver shall be concerned whether the Secured Liabilities have become payable or enforceable or whether any money remains outstanding under this Floating Charge or shall be concerned with any application of any money paid to the Receiver

9 Application of Security Proceeds

Any money received under the powers conferred by this Floating Charge will, subject to the payment or repayment of any pnor claims, be paid or applied in payment or discharge of the Secured Liabilities (subject to the terms of section 60 of the Insolvency Act 1986 and other applicable laws) provided that the Receiver may retain any money in his hands for so long as he thinks fit

10 Costs & Expenses

The Company shall pay or reimburse to the Creditor on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by the Creditor in the creation, registration, perfection, enforcement, discharge and/or assignation of this Floating Charge (including, without limitation, the costs of any proceedings in relation

to this Floating Charge or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities

11. Power of Attorney

- The Company irrevocably appoints the Creditor (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or Receivers, and in each case independently as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Floating Charge or may be required or deemed proper in the exercise of any of rights or powers conferred on the Creditor or any Receiver hereunder or otherwise for any of the purposes of this Floating Charge
- The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 11 1 of this Floating Charge

12 Indemnity

- The Creditor, every Receiver and every attorney, manager, agent, employee or other person appointed by the Creditor or any such Receiver under or in connection with this Flaoting Charge shall be and is hereby indemnified by the Company in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in them or him pursuant to the terms of this Floating Charge (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the property, assets and rights hereby charged and the Creditor, any Receiver or any such other person may retain and pay all sums in respect of the same out of money received under the powers conferred by this Floating Charge
- The indemnity under clause 12.1 of this Floating Charge shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of the Creditor or the Receiver

13 Notices

Any communication to be made under or in connection with this Floating Charge shall be made in writing and, unless otherwise stated, may be made by fax or letter

- The address of the Creditor for any communication or document to be made or delivered under or in connection with this Floating Charge is as set out above or any substitute address or fax number as the Creditor may notify to the Company by not less than seven day's notice
- The address of the Company for any communication or document under or in connection with this Floating Charge is its registered office at the time such communication or document is made or delivered

14 Further Assurance

The Company (at its own cost) will on demand in writing by the Creditor execute and deliver (in such form as the Creditor may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Creditor may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Floating Charge or for facilitating the realisation of the Assets charged by this Floating Charge or the exercise of any rights of the Creditor under this Floating Charge

15 Miscellaneous

- 15.1 If at any time any provision of this Floating Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired
- No failure or delay by the Creditor in exercising any right or remedy under this Floating Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy
- The Creditor will be entitled to disclose to its auditors, advisers or applicable regulatory authority or any other person that enters or proposes to enter into any assignment, transfer, securitisation or other disposition of any part of any right or obligation in relation to the Secured Liabilities confidential information concerning this Floating Charge or any arrangement made or to be made in connection with this Floating Charge
- The Creditor may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Floating Charge (or all or any of its rights under this Floating Charge) and/or any of its obligations under this Floating Charge to any person. The Company may not assign, transfer or otherwise dispose of any part of the

benefit or burden of this Floating Charge or all or any of its rights under this Floating Charge without the prior written consent of the Creditor

A certificate by the Creditor as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Company

16 Consent to Registration

The Company consents to the registration of this Floating Charge for preservation and execution

17. Jurisdiction

The courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Floating Charge or its subject matter or formation (including non-contractual disputes or claims)

18. Governing Law

This Floating Charge and any dispute or claim ansing out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to Scots law IN WITNESS WHEREOF these presents consisting of this and the foregoing 10 pages are subscribed by Strategic Procurements (UK) Limited as follows

At SP-1 OFFICE ABERDEF	On 25 TH MAY 2015	
In the presence of (Witness Signature)	e) SUG (Director Signature)	
ALEX 12055 (Witness Name	TRAEME MCWCy (Director Name)	
PACJECT MANAGER (Witness Occupation	<u>) </u>	
5 MINTOSH WALK (Witness Address	<u>) </u>	
DYCE, ABERDEEN, ABZI FEX		