



Registration of a Charge

Company Name: **INVERNESS THISTLE AND CALEDONIAN F.C. LIMITED**

Company Number: **SC149117**



Received for filing in Electronic Format on the: **11/01/2024**

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Details of Charge

Date of creation: **21/12/2023**

Charge code: **SC14 9117 0015**

Persons entitled: **JAMES ROSS MORRISON
GORDON ALLAN MUNRO**

Brief description: **PLEDGE OVER SHARES HELD BY THE BORROWER - FOR MORE
DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **INVERNESS CALEDONIAN THISTLE FC LTD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 149117

Charge code: SC14 9117 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st December 2023 and created by INVERNESS THISTLE AND CALEDONIAN F.C. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2024 .

Given at Companies House, Edinburgh on 11th January 2024

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

DELIVERED ON _____

SHARES PLEDGE

between

INVERNESS THISTLE AND CALEDONIAN F.C. LIMITED

and

JAMES ROSS MORRISON

[and ALLAN MUNRO]

This deed is dated _____ 2023

Parties

- (1) INVERNESS THISTLE AND CALEDONIAN F.C. LIMITED incorporated and registered in Scotland with company number SC149117 whose registered office is at Caledonian Stadium, Stadium Road, Inverness, Scotland, IV1 1FF (**Borrower**)
- (2) JAMES ROSS MORRISON and [ALLAN MUNRO] together having a place of business at Caledonian Stadium, Stadium Road, Inverness, Scotland, IV1 1FF (**Lender**)

BACKGROUND

- (A) The Lender has agreed, pursuant to the Loan Agreement, to provide the Borrower with a loan on a secured basis.
- (B) Under this deed, the Borrower provides security to the Lender for the loan made available under the Loan Agreement.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

The following definitions apply in this deed:

Business Day: a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business.

Delegate: any person appointed by the Lender pursuant to clause 11, and any person appointed as attorney of the Lender or Delegate.

Event of Default: has the meaning given to that expression in the Loan Agreement.

Existing Security: the floating charge granted by the Borrower in favour of the Royal Bank of Scotland plc made on 22 September 2016 and registered at Companies House on 30 September 2016.

Financial Collateral: has the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No. 2) Regulations 2003 (*SI 2003/3226*).

Loan Agreement: the Loan agreement dated on or about the date of this deed between the Borrower and the Lender for the provision of the loan facilities secured by this deed.

Related Rights: any:

- a) dividend, interest or other distribution paid or payable in relation to any Share; and
- b) right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Sale Agreement: the conditional agreement for the sale and purchase of the Shares made on [] 2023.

Secured Assets: all the assets, property and undertaking of the Borrower which are, or are expressed to be, subject to any Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Agreement or this deed (including, without limitation, those arising under clause 23.3(b)), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

Security Financial Collateral Arrangement: has the meaning given to that expression in the Financial Collateral Regulations.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Shares: all of the shares in the share capital of ICT BATTERY STORAGE LIMITED incorporated and registered in Scotland with company number SC732789.

1.2 Interpretation

In this deed:

- (a) clause and Schedule headings shall not affect the interpretation of this deed;
- (b) a **person** includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium or other entity (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assignees and permitted transferees;

- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's personal representatives, successors, permitted assignees and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assignees and permitted transferees;
- (f) a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to legislation or a legislative provision shall include all subordinate legislation made under that legislation or legislative provision;
- (h) a reference to **writing** or **written** includes email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed;
- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and

- (r) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Schedules

The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.

2. Obligation to pay

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities.

3. Grant of security

3.1 Shares Pledge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with absolute warrandice grants security to the Lender by way of a shares pledge over and in respect of all the Shares owned by it or held by any nominee on its behalf.

4. Liability of the Borrower

4.1 Liability not discharged

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

5. Representations and warranties

5.1 Times for making representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to the Lender on the date of this deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2 Shares

- (a) The Shares are fully paid and are not subject to any option to purchase or similar rights except for the Sale Agreement.
- (b) The Shares represent the whole of the issued share capital of ICT BATTERY STORAGE LIMITED and no person has any option, warrant or other similar right to subscribe for any shares of ICT BATTERY STORAGE LIMITED.
- (c) The Borrower is the sole legal and beneficial owner of the Shares.
- (d) The constitutional documents of ICT BATTERY STORAGE LIMITED do not:
 - (i) restrict or inhibit any transfer of the Shares on creation or enforcement of the security constituted by this deed; or
 - (ii) contain any rights of pre-emption.
- (e) The Borrower has complied with all notices relating to all or any of the Shares received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- (f) No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Shares.

5.3 No Security

The Secured Assets are free from any Security other than the Security created by this deed and the Existing Security.

5.4 No adverse claims

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 No adverse covenants

Other than the Sale Agreement, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Secured Assets.

5.6 No breach of laws

There is no breach of any law or regulation which materially and adversely affects the Secured Assets.

5.7 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.8 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

6. Covenants

6.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed and/or the Existing Security;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Compliance with laws and regulations

The Borrower shall comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of them or any part of them.

6.4 Enforcement of rights

The Borrower shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Lender may require from time to time.

6.5 Notice of misrepresentations and breaches

The Borrower shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

- (a) any representation or warranty set out in this deed which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

6.6 Title to Secured Assets

The Borrower shall:

- (a) immediately deposit with the Lender, or as the Lender may direct, all share certificates and other documents of title or evidence of ownership of the Secured Assets; and
- (b) promptly execute and deliver to the Lender, or as the Lender may direct, all stock transfer forms (duly completed) and other documents which the Lender may reasonably request to enable the Lender, or its nominee, to be registered as the owner of, or otherwise obtain legal title to, the Secured Assets.

6.7 Nominations

- (a) The Borrower shall immediately terminate all nominations it may have made in respect of any Secured Asset and, pending such termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Secured Asset without the prior written approval of the Lender; and
 - (ii) immediately upon receipt by it, forward to the Lender all communications or other information received by it in respect of any Secured Asset for which it has been so nominated.
- (b) The Borrower shall not at any time during the Security Period exercise the right to nominate any person other than the Lender to enjoy or exercise any right relating to any of the Secured Assets.

6.8 Pre-emption rights and restrictions on transfer

The Borrower shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of ICT BATTERY STORAGE

LIMITED, for the transfer of the Secured Assets to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and

- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of ICT BATTERY STORAGE LIMITED in any manner that the Lender may require in order to permit the transfer of the Secured Assets to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

6.9 Calls and other obligations

- (a) Notwithstanding the security created by this deed, the Borrower shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any part of the Secured Assets.
- (b) If the Borrower fails to do so, the Lender may, at its discretion but without obligation, pay the calls, instalments or other payments on behalf of the Borrower.
- (c) The Borrower shall, immediately on request by the Lender, reimburse the Lender for any payment made by it under this clause 6.9.
- (d) The Borrower shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by it in respect of all or any part of the Secured Assets.

6.10 Changes to rights

- (a) The Borrower shall not take, or allow the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.
- (b) The Borrower shall not cause or permit:
 - (i) any of the Secured Assets to be consolidated, sub-divided or converted; or
 - (ii) the other shares of ICT BATTERY STORAGE LIMITED to be re-organised, exchanged or repaid; or
 - (iii) any further shares in the share capital of ICT BATTERY STORAGE LIMITED to be issued.

6.11 Compliance with requests for information

The Borrower shall promptly send a copy to the Lender of, and comply with, all requests for information which is within its knowledge and which are made under any law or regulation or any similar provision in any articles of association or other constitutional document, or by any listing or other authority, relating to any of the Secured Assets. If it

fails to do so, the Lender may elect to provide such information as it may have on behalf of the Borrower.

6.12 Information

The Borrower shall:

- (a) promptly following receipt, send to the Lender copies of any notice, circular, report, accounts and any other document received by it that relates to the Secured Assets; and
- (b) promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

7. Voting rights and dividends

7.1 Voting rights and dividends - before enforcement

- (a) Before the security constituted by this deed becomes enforceable, the Borrower may exercise all voting and other rights and powers in respect of the Secured Assets or, if any of the voting and other rights and powers in respect of the Secured Assets are exercisable by the Lender or any of its nominees, the Borrower may direct in writing the exercise of those voting and other rights and powers, provided that:
 - (i) it shall not do so in any way that would breach the terms of the Loan Agreement or this deed or for any purpose inconsistent with the Loan Agreement or this deed; and
 - (ii) the exercise of, or failure to exercise, those voting or other rights and powers would not, in the Lender's opinion, have an adverse effect on the value of any of the Secured Assets or otherwise prejudice the Lender's security under this deed.
- (b) Before the security constituted by this deed becomes enforceable, the Borrower may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Secured Assets and, if any of the dividends, interest and other monies paid or payable in respect of the Secured Assets are paid or payable to the Lender or any of its nominees, the Lender will hold all those dividends, interest and other monies received by it for the Borrower and will pay them to the Borrower promptly on request.

- (c) The Borrower shall indemnify the Lender against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting in respect of the Secured Assets at the direction of the Borrower.
- (d) The Lender shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Secured Assets which the Lender considers prejudicial to, or impairing the value of, the security created by this deed.

7.2 Voting rights and dividends - following an Event of Default

After the security constituted by this deed has become enforceable, the Lender may at its discretion (in the name of the Borrower and without any further consent or authority from the Borrower and irrespective of any direction given by the Borrower):

- (a) exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all voting rights and any other powers or rights in respect of the Secured Assets, and the Borrower shall comply, or procure compliance, with any directions of the Lender in respect of the exercise of those voting and other rights and powers;
- (b) apply all dividends, interest or other monies paid or payable in respect of the Secured Assets in accordance with clause 12 and, if any such dividends, interest or other monies are received by or on behalf of the Borrower, the Borrower shall hold all such dividends, interest and other monies on trust for the Lender and shall immediately pay them to the Lender or as it may direct; and
- (c) in addition to any other power created under this deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets.

8. Powers of the Lender

8.1 Power to remedy

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.
- (b) The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- (c) The Borrower shall reimburse the Lender, on a full indemnity basis, for any monies the Lender expends in remedying a breach by the Borrower of its obligations contained in this deed, and such monies shall carry interest in accordance with clause 13.1.

8.2 Exercise of rights

- (a) The rights of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this deed.
- (b) The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

8.3 No duties

The Lender shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Lender has or is deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

8.4 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

9. When security becomes enforceable

9.1 Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

9.2 Discretion

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

10. Enforcement of security

10.1 General

- (a) For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

10.2 Redemption of prior Security

- (a) At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may:
 - (i) redeem any prior Security over any Secured Asset;
 - (ii) procure the transfer of that Security to itself; and
 - (iii) settle and pass the accounts of the holder of any prior Security (and any account so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower).
- (b) The Borrower shall pay to the Lender immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

10.3 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender or any Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Lender or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Lender or any Delegate is to be applied.

10.4 Exclusion of liability

Neither the Lender, nor any Delegate, shall be liable to the Borrower or any other person:

- (a) (by reason of entering into possession of a Secured Asset, or for any other reason) to account as mortgagee in possession in respect of all or any of the Secured Assets;
- (b) for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable; or
- (c) for any expense, loss or liability:
 - (i) relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this deed;
 - (ii) relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this deed; or
 - (iii) arising in any other way in connection with this deed,

except that this does not exempt the Lender or any Delegate from liability for losses caused by the gross negligence, fraud or wilful misconduct of the Lender or the relevant Delegate.

10.5 Conclusive discharge to purchasers

The receipt of the Lender or any Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

10.6 Right of appropriation

(a) To the extent that:

- (i) the Secured Assets constitute Financial Collateral; and
- (ii) this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment and discharge of the Secured Liabilities in any order that the Lender, in its absolute discretion, may from time to time determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause 10.6 shall be determined by any method that the Lender may select, including independent valuation.
- (c) The Borrower agrees that the method of valuation provided for in this clause 10.6 is commercially reasonable for the purposes of the Financial Collateral Regulations.

10.7 General

- (a) The Lender under this deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 10.8 to clause 10.18.

10.8 Employ personnel and advisers

- (a) The Lender or any Delegate may provide services and employ, or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit.
- (b) The Lender may discharge any such person or any such person appointed by the Borrower.

10.9 Possession

The Lender or any Delegate may take immediate possession of, get in and realise any Secured Asset.

10.10 Dispose of Secured Assets

The Lender or any Delegate may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Lender or any Delegate thinks fit and the Lender or any Delegate may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

10.11 Valid receipts

The Lender or any Delegate may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

10.12 Make settlements

The Lender or any Delegate may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Borrower or relating in any way to any Secured Asset.

10.13 Bring proceedings

The Lender or any Delegate may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

10.14 Subsidiaries

The Lender or any Delegate may form a subsidiary of the Borrower and transfer to that subsidiary any Secured Asset.

10.15 Borrow

The Lender or any Delegate may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit.

10.16 Redeem prior Security

The Lender or any Delegate may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Lender or any Delegate.

10.17 Absolute beneficial owner

The Lender or any Delegate may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising as an absolute beneficial owner, and do all those acts and things an absolute beneficial owner could exercise or do, in the ownership and management of the Secured Assets or any part of the Secured Assets.

10.18 Incidental powers

The Lender or any Delegate may do any other acts and things that it:

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on the Lender or any Delegate under or by virtue of this deed or law; or
- (c) lawfully may or can do as agent for the Borrower.

11. Delegation

11.1 Delegation

The Lender may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 15.1).

11.2 Terms

The Lender may delegate on any terms and conditions (including the power to sub-delegate) that it thinks fit.

11.3 Liability

The Lender shall not be in any way liable or responsible to the Borrower for any loss or liability of any nature arising from any act, default, omission or misconduct on the part of any Delegate.

12. Application of proceeds

12.1 Order of application of proceeds

All monies received or recovered by the Lender or a Delegate under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed, shall (subject to the claims of any person having prior rights) be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Borrower):

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Delegate, attorney or agent appointed by it) under or in connection with this deed;
- (b) in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

12.2 Appropriation

Neither the Lender nor any Delegate shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

12.3 Suspense account

All monies received by the Lender or a Delegate under this deed:

- (a) may, at the discretion of the Lender or Delegate, be credited to any suspense account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and
- (c) may be held in that account for so long as the Lender or Delegate thinks fit.

13. Costs and indemnity

13.1 Costs

The Borrower shall, promptly on demand, pay to, or reimburse, the Lender, on a full indemnity basis, all fees, costs, charges, losses, liabilities and expenses (including, without limitation, legal and other professional fees and printing and out-of-pocket expenses) and any taxes thereon incurred by the Lender or any Delegate in connection with:

- (a) the negotiation, preparation, printing, execution and delivery of this deed and any other documents referred to in this deed;
- (b) the Secured Assets;
- (c) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the security constituted under this deed or any rights of the Lender or a Delegate under this deed;
- (d) any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) under or in connection with this deed; or
- (e) any release of any security constituted by this deed;

- (f) taking proceedings for, or recovering, any of the Secured Liabilities; or
- (g) any actual or alleged breach by any person of any law or regulation (including the investigation of that breach)

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant fee, cost, charge, loss, that cost, charge, expense, tax or liability (whether before or after judgment) at the rate and in the manner specified in the Loan Agreement.

13.2 Indemnity

- (a) The Borrower shall, promptly on demand, indemnify the Lender and each Delegate, and their respective employees and agents against any failure or delay in paying the fees, costs, charges, losses, liabilities, expenses, taxes or interest referred to in clause 13.1 above.
- (b) Any past or present employee or agent may enforce the terms of this clause 13.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Scotland Act 2017.

14. Further assurance

The Borrower shall promptly, at its own expense, take whatever action the Lender may reasonably require for:

- (a) creating, perfecting or protecting the security created or intended to be created by this deed;
- (b) facilitating the realisation of any of the Secured Assets; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender in respect of any of the Secured Assets,

including, without limitation, the execution of any mortgage, transfer, conveyance, assignation or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable.

15. Power of attorney

15.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Borrower is required to execute and do under this deed; and/or

- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender or any Delegate.

15.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

16. Release

Subject to clause 23.3, at the end of the Security Period, the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Secured Assets from the security constituted by this deed.

17. Assignment and transfer

17.1 Assignment by Lender

- (a) At any time, without the consent of the Borrower, the Lender may assign any of its rights or transfer any of its rights and obligations under this deed.
- (b) The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Lender considers appropriate.

17.2 Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed or enter into any transaction which would result in any of those rights or obligations passing to another person.

18. Set-off

18.1 Lender's right of set-off

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 18 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

18.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 18.1. If it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

18.3 Exclusion of Borrower's right of set-off

All payments made by the Borrower to the Lender under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

19. Amendments, waivers and consents

19.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

19.2 Waivers and consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any subsequent right or remedy. It only applies to the circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure by the Lender to exercise or delay by it in exercising any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

19.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

20. Partial invalidity

If, at any time, any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability

25.3 Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 25.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

IN WITNESS WHEREOF this document consisting of this and the preceding ___ pages is executed as follows:


20/12/23


21/12/2023


Alisha Beady
56 TULLOCH ROAD
BLANTYRE TOWN
DUNDEE
DD5 3JY
20 December 2023