# CHWP000

COMPANIES FORM No. 466(Scot)

## Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland



Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

\* insert full name of company

| ·  |                            |                              |  |
|--|----------------------------|------------------------------|--|
| To the Registrar of Companies (Address overleaf - Note 5)  | For official use           | Company number               |  |
|  | 4                          | SC298940                     |  |
| Name of company  |                            |                              |  |
| * 2Pure Limited (the "Company")  |                            |                              |  |
|  |                            |                              |  |
| Date of creation of the charge (note 1)  |                            |                              |  |
| 15 April 2019  |                            |                              |  |
| Description of the instrument creating or evidencing the ch<br>been altered (note 1)               | arge or of any ancillary d | ocument which has            |  |
| Floating Charge  |                            |                              |  |
| Names of the persons entitled to the charge  |                            |                              |  |
| HSBC Invoice Finance (UK) Limited  |                            |                              |  |
|  |                            |                              |  |
|  |                            |                              |  |
|  |                            |                              |  |
| Short particulars of all the property charged  |                            |                              |  |
| The whole of the property (including uncalled capital the property and undertaking of the Company. | l) which is or may be fr   | om time to time comprised in |  |
|  |                            |                              |  |
|  |                            | ·                            |  |
|  |                            |                              |  |
|  | •                          |                              |  |
|  |                            |                              |  |
|  |                            |                              |  |

Presenter's name address and reference (if any):

CMS Cameron McKenna Nabarro Olswang LLP Saltire Court, 20 Castle Terrace Edinburgh EH1 2EN For official use (02/06) Charges Section

\*S9DNØCX\*

SCT

Post room

15/09/2020 COMPANIES HOUSE

#259

| (4) CORALINN LLP, Company Number 80302662, Coralinn House, 4 Royston Road, Livingston, EH54 8AH.   | Please complete<br>legibly, preferably<br>in black type, or<br>bold block lettering |
|--|---|
|  |   |
| Date(s) of execution of the instrument of alteration   | •   |
| 20 August 2020, 21 August 2020 and 24 August 2020. Delivered on 25 August 2020.  |   |
|  |   |
|  |   |
| A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge |   |
| The Company shall not grant any further Security in favour of the Junior Creditor without the prior written consent of HSBC UK and HSBC IF.  |   |
| (Please refer to the Ranking Agreement for defined terms).   |   |
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|  | l   |
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|  |   |
|  |   |
|  |   |
| Short particulars of any property released from the floating charge  |   |
| N/A  |   |
|  |   |
|  |   |
|  |   |
|  |   |
| The amount if any by which the amount required by the flection share has been increased.   |   |
| The amount, if any, by which the amount secured by the floating charge has been increased  |   |
| N/A  | ;<br>   |
|  | 1   |
|  | ·<br>   |
|  | 1   |
|  |   |

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

(1) 2PURE LIMITED, Company Number SC298940, 46c Bavelaw Road, Balerno, Midlothian, EH14 7AE;

(2) HSBC UK BANK PLC, Company Number 09928412, 1 Centenary Square, Birmingham, B1 1HQ;

Please do not

write in this margin A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

#### **RANKING**

The Parties agree that the Creditor Securities shall rank, and the sums secured thereby shall be paid, in the following order of priority:

- first, the HSBC IF Security and the HSBC UK Security as security for the HSBC IF Debt and the HSBC UK Debt respectively, as follows:
  - (a) HSBC IF Floating Charge shall rank first to the extent of amounts due to HSBC IF under the HSBC IF Debt Purchase Contract; and
  - (b) HSBC UK Floating Charge and HSBC UK Assignment shall rank first to the extent of all other assets of the Company; and
- second, the Junior Creditor Security as security for the Junior Creditor Debt.

(Please refer to the Ranking Agreement for defined terms).

| Cor<br>reg | itinuation of the statement of the pro<br>ulating the order of the ranking of the     | ovisions, if any, imposed by<br>e floating charge in relation | the instrum<br>to fixed sec | nent of alteration vocurities or to other | rarying or otherwise<br>floating charges | Please do not<br>write in<br>this margin  |
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|            |   |   | ·                           |   |  | Please complete<br>legibly, preferably<br>in black type, or<br>bold block lettering |
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|            |   |   |                             | ·   |  |   |
|            |   |   | •                           |   |  |   |
|            |   |   |                             |   |  |   |
| L<br>Sig   | ned MMY   |   | Date _                      | 14 September 2                            | 2020                                     | _}  |
| On         | behalf of [eempany] [chargee][]   | For and on behalf   | of CMS                      | Cameron Mck                               | Cenna Nabarro (                          | Olswang LLP   |
| No<br>1.   | t <b>es</b> A description of the instrument e.g. For the date of creation of a charge |   |                             |   | y be, should be given                    | delete as appropriate   |
| 2.         | In accordance with section 466(1) the charge and the holder of any of the alteration. |   |                             |   |  |   |
| 3.         | A certified copy of the instrument or completed must be delivered to the instrument.  |   |                             |   |  |   |

A certified copy must be signed by or on behalf of the person giving the certification and where this is a body

The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF

corporate it must be signed by an officer of that body.

DX 235 Edinburgh



### CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

COMPANY NO. 298940 CHARGE CODE SC29 8940 0004

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT OF ALTERATION DATED 25 AUGUST 2020 WERE DELIVERED PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985 ON 15 SEPTEMBER 2020

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 15 APRIL 2019

BY 2PURE LIMITED

IN FAVOUR OF HSBC INVOICE FINANCE (UK) LTD

GIVEN AT COMPANIES HOUSE, EDINBURGH 16 SEPTEMBER 2020







DATE:

25 August

2020

#### RANKING AGREEMENT

among

#### **2PURE LIMITED**

#### HSBC UK BANK PLC

#### HSBC INVOICE FINANCE (UK) LIMITED

and

#### **CORALINN LLP**

Ref: GOHA/JODC/0Z3407.00817

CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court, 20 Castle Terrace
Edinburgh
E111 2EN
T +44 131 228 8000
F +44 131 228 8888

cms.law

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day of

25

#### **AMONG:**

- 2PURE LIMITED, incorporated in Scotland with company number SC298940, whose registered (1) office is situated at 46c Bayelaw Road, Balerno, Midlothian, EH14 7AE (the "Company");
- HSBC UK BANK PLC, incorporated in England and Wales with company number 09928412, (2) whose registered office is situated at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ ("HSBC UK");
- HSBC INVOICE FINANCE (UK) LIMITED, incorporated in England and Wales with (3) company number 00759657, whose registered office is situated at 21 Farncombe Road, Worthing, West Sussex, BN11 2BW ("HSBC IF"); and
- CORALINN LLP, a limited liability partnership incorporated in Scotland with company number (4) SO302662, whose registered office is situated at Coralinn House, 4 Royston Road, Livingston, EH54 8AH (the "Junior Creditor").

#### WHEREAS:

- The Company has granted the HSBC UK Security and HSBC IF Security in favour of HSBC UK (A) and HSBC IF, respectively.
- The Company will, on or around the date of this Agreement, grant the Junior Creditor Security in (B) favour of the Junior Creditor.
- HSBC UK, HSBC IF, the Junior Creditor, and the Company intend to regulate the ranking of each (C) of the Creditor Securities and the Debt secured by them in the manner set out in this Agreement.

#### NOW THEREFORE IT IS AGREED AS FOLLOWS:

#### 1. **DEFINITIONS AND INTERPRETATION**

#### **Definitions**

- In this Agreement (including the Recitals) the following expressions shall have the meanings set 1.1 out opposite them:
  - "Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
  - "Continuing Creditor" has the meaning given to that term in clause 18.3.1;
  - "Creditor Securities" means the Floating Charges and the HSBC UK Assignment;
  - "Creditors" means the HSBC UK, HSBC IF and the Junior Creditor;
  - "Debt" means the HSBC UK Debt, the HSBC IF Debt and the Junior Creditor Debt;
  - "Floating Charges" means the HSBC UK Floating Charge, the HSBC IF Floating Charge and the Junior Creditor Floating Charge;
  - "HSBC UK Assignment" means the assignment by the Company to HSBC UK dated on or around the date of this Agreement;
  - "HSBC IF Floating Charge" means the floating charge granted by the Company in favour of the HSBC Invoice Finance (UK) Limited and dated 15 April 2019;

- "HSBC UK Floating Charge" means the floating charge granted by the Company in favour of the HSBC UK Bank plc and dated 15 April 2019;
- "HSBC IF Debt" means all present and future liabilities and obligations at any time due, owing or incurred by the Company to HSBC IF, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity;
- "HSBC UK Debt" means all present and future liabilities and obligations at any time due, owing or incurred by the Company to HSBC UK, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity;
- "HSBC IF Security" means the HSBC IF Floating Charge and any other Security designated in writing as a "HSBC IF Security" by the Company and HSBC IF;
- "HSBC UK Security" means the HSBC UK Floating Charge, the HSBC UK Assignment and any other Security designated in writing as a "HSBC UK Security" by the Company and HSBC UK;
- "HSBC IF Debt Purchase Contract" means the agreement for the purchase of debts between the Company and HSBC IF dated 30 April 2019 as amended, varied or supplemented from time to time;
- "Insolvency Officer" means an administrator, receiver, administrative receiver, liquidator or similar officer of the Company or in respect of all or certain assets and property of the Company;
- "Junior Creditor Debt" means all present and future liabilities and obligations at any time due, owing or incurred by the Company to the Junior Creditor, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity;
- "Junior Creditor Floating Charge" means the floating charge granted by the Company in favour of the Junior Creditor and dated on or around the date of this Agreement;
- "Junior Creditor Security" means the Junior Floating Charge, and any other Security designated in writing as a "Junior Creditor Security" by the Company and the Junior Creditor and with the prior written consent of HSBC UK and HSBC IF pursuant to clause 5;
- "Non-Prejudiced Creditor" has the meaning given to that term in clause 9;
- "Party" means a party to this Agreement;
- "Prejudiced Creditor" has the meaning given to that term in clause 9;
- "Security" means a standard security, mortgage, charge, pledge, lien, assignation in security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

#### Construction

- 1.2 Any reference in this Agreement to:
  - 1.2.1 "HSBC UK", "HSBC IF", the "Junior Creditor", the "Company" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - 1.2.2 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

- 1.2.3 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- 1.2.4 a provision of law is a reference to that provision as amended or re-enacted.
- 1.3 Clause headings are for ease of reference only.
- 1.4 Any reference in this Agreement to "this Agreement" shall be deemed to be a reference to this Agreement as a whole and not limited to the particular clause or provision in which the relevant reference appears and to this Agreement as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Agreement to a "clause" is, unless otherwise provided, a reference to a clause of this Agreement.
- 1.5 Any reference in this Agreement to any other agreement or other document shall be construed as a reference to that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned (however fundamentally), whether or not as a result of any of the same:
  - (a) there is an increase or decrease in any facility made available under that other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
  - (b) any additional, further or substituted facility to or for such facility is provided;
  - (c) any rate of interest, commission or fees or relevant purpose is changed;
  - (d) the identity of the parties is changed;
  - (e) the identity of the providers of any security is changed;
  - (f) there is an increased or additional liability on the part of any person; or
  - (g) a new agreement is effectively created or deemed to be created.
- 1.6 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.7 Where any provision of this Agreement is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.8 Any change in the constitution of a Creditor or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights or obligations under this Agreement.

#### Third Party Rights

- 1.9 Unless expressly provided to the contrary in this Agreement, this Agreement does not confer on any person other than the Parties any right to enforce or otherwise invoke any term of this Agreement under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise.
- 1.10 Notwithstanding any term of this Agreement, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

#### 2. RANKING

- 2.1 The Parties agree that the Creditor Securities shall rank, and the sums secured thereby shall be paid, in the following order of priority:
  - 2.1.1 first, the HSBC IF Security and the HSBC UK Security as security for the HSBC IF Debt and the HSBC UK Debt respectively, as follows:
    - (a) HSBC IF Floating Charge shall rank first to the extent of amounts due to HSBC IF under the HSBC IF Debt Purchase Contract; and
    - (b) HSBC UK Floating Charge and HSBC UK Assignment shall rank first to the extent of all other assets of the Company; and
  - 2.1.2 second, the Junior Creditor Security as security for the Junior Creditor Debt.
- 2.2 The priorities referred to in clause 2.1 above shall not be affected by:
  - 2.2.1 the provisions of sections 464 or 466 of the Companies Act 1985, the provisions of section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970, or any other rule of law which might operate to the contrary;
  - 2.2.2 the terms of the Creditor Securities;
  - 2.2.3 the date of the respective execution or registration of any of the Creditor Securities or the date upon which any person received notice of any of the Creditor Securities;
  - 2.2.4 the date or dates on which monies have been or may be advanced or become due, owing or payable to the Creditors in respect of the Debt;
  - 2.2.5 any fluctuation in the amount of the moneys from time to time secured by the Creditor Securities (and in particular any reduction to zero of the moneys so secured);
  - 2.2.6 the existence of any credit balance on any current or other account of the Company with a Creditor;
  - 2.2.7 the release of any of the Creditor Securities, other than an express release in writing of any of the Creditor Securities by the relevant Creditor;
  - 2.2.8 the taking, variation, compromise, renewal or release of, or refusal or neglect to perfect or to enforce any rights or remedies against the Company or any other person by a Creditor; and
  - 2.2.9 the appointment of an Insolvency Officer.
- 2.3 Subject to the terms of this Agreement, the Creditor Securities shall rank as continuing securities for the payment and discharge of all the liabilities and obligations which and thereby secured.

#### 3. FLUCTUATING ADVANCES

The ranking provisions set out in clause 2 shall be valid and effective irrespective of the date or dates on which sums have been or shall be advanced by the Creditors to the Company or have been or shall be drawn out by the Company or debited to the Company, the Company having no concern with the composition of or fluctuations in the sum or sums due by the Company to the Creditors.

#### 4. CONSENT

Notwithstanding the terms of any document constituting the Debt, each Creditor consents to the grant by the Company of the Creditor Securities.

#### 5. NEGATIVE PLEDGE

The Company shall not grant any further Security in favour of the Junior Creditor without the prior written consent of HSBC UK and HSBC IF.

#### 6. ALTERATION OF CREDITOR SECURITIES

6.1 The Floating Charges are hereby varied to the extent specified in this Agreement and this Agreement so far as affecting the Floating Charges shall be construed and receive effect as an instrument of alternation of the floating charges contained therein within the meaning of section 466 of the Companies Act 1985.

#### 7. PREFERENTIAL PAYMENTS

The provisions set out in this Agreement as to ranking shall not prejudice the right of the Creditors to receive payments to which a preference attaches in terms of sections 59, 175, 386 and Schedule 6 to the Insolvency Act 1986 or any other applicable legislation.

#### 8. ENFORCEMENT

- 8.1 The Junior Creditor may not, without the prior written consent of HSBC UK and HSBC IF, appoint an Insolvency Officer, petition or take any steps which may lead to any resolution or order being made in connection with the winding-up of the Company or take any other steps to enforce the Junior Creditor Security.
- 8.2 For the avoidance of doubt, the HSBC UK and HSBC IF may, without the prior written consent of the Junior Creditor, appoint an Insolvency Officer, petition or take any steps which may lead to any resolution or order being made in connection with the winding-up of the Company or take any other steps to enforce the HSBC UK Security and the HSBC IF Security.
- 8.3 Each Creditor shall account to the other in terms of clause 2 for all the proceeds of enforcement of the Creditor Securities.

#### 9. COMPENSATION

- 9.1 As between the Creditors, it is hereby agreed that in the event:
  - 9.1.1 an Insolvency Officer regards this Agreement as failing to bind them;
  - 9.1.2 the proceeds of enforcement of the Creditor Securities are distributed other than in accordance with clause 2 of this Agreement,

and a Creditor is prejudiced as a result (the "Prejudiced Creditor"), the other Creditor (the "Non-Prejudiced Creditor") will compensate the Prejudiced Creditor, but only to the extent that the Non-Prejudiced Creditor has benefitted from such prejudice.

#### 10. DISCLOSURE

The Creditors may disclose to each other information concerning the Company and its affairs in such manner and to the extent as the Creditors may wish, and the Company consents to such disclosure.

#### 11. FURTHER ASSURANCE

The Company and the Junior Creditor shall, at the expense of the Company, ensure any documents are executed and any acts and things are done which HSBC UK and HSBC IF may reasonably require from time to time for giving effect to, perfecting or protecting the ranking and priority set out in this Agreement.

#### 12. THE COMPANY

The Company is a Party for the purpose of acknowledging the priorities recorded in this Agreement and undertakes with each Creditor to observe the provisions of this Agreement at all times and not in any way to prejudice or affect the enforcement of such provisions or to do or suffer anything which would be a breach of the terms of this Agreement. The Company further acknowledges that with the exception of the consent provided in clause 4, none of the provisions of this Agreement are for the benefit of the Company, nor (with the exception of the consent provided at clause 4) may they be enforced or relied on by the Company.

#### 13. VARIATIONS AND AMENDMENTS

- 13.1 This Agreement may be amended or waived only with the consent of the Creditors and such amendment or waiver will be binding on all Parties.
- 13.2 The Company agrees that the Creditors may amend or waive the ranking, priorities and other provisions of this Agreement without the consent, approval or agreement of the Company and such amendment or waiver will not prejudice the obligations of the Company under this Agreement.
- 13.3 The Company agrees that the Creditors may assign or transfer all or any of their rights and obligations under this Agreement and the Creditor Securities without the consent or agreement of the Company.

#### 14. SEVERABILITY

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

#### 15. · NO WAIVER AND TIME OR INDULGENCE

- No failure on the part of any Creditor to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedies provided by law.
- 15.2 Each Creditor shall be entitled, to grant time or indulgence and to release, compound or otherwise deal with, exchange, release, modify or abstain from perfecting or enforcing any of the rights which it may now or hereafter have against the Company or otherwise, without prejudicing its rights under this Agreement.

#### 16. NOTICES

#### Communications in writing

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

#### Addresses

16.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Parties for any communication or document to be made or delivered under or in connection with this Agreement is that identified with its name below:

#### Company

Address:

46c Bavelaw Road, Balerno, Midlothian, EH14 7AE

For the Attention of:

George Bowie

#### HSBC UK

Address:

Hobart House, 80 Hanover Street, Edinburgh, EH2 1EL

For the Attention of:

Paul Valente

#### HSBC IF

Address:

21 Farncombe Road, Worthing, West Sussex, BN16 1BY

For the Attention of:

Securities Department

#### Junior Creditor

Address:

Coralinn House, 4 Royston Road, Livingston, EH54 8AH

For the Attention of:

John Wardlaw

or any substitute address, fax number or department or officer as the Company may notify to the Creditors (or a Creditor may notify to the Company, if a change is made by that Creditor) by not less than five (5) Business Days' notice.

#### Delivery

- 16.3 Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:
  - 16.3.1 if by way of fax, when received in legible form; or
  - 16.3.2 if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 16.2, if addressed to that department or officer.

Any communication or document to be made or delivered to the Creditors will be effective only when actually received by it and then only if it is expressly marked for the attention of the

department or officer identified with the Creditors' name in clause 16.2 (or any substitute department or officer as it shall specify for this purpose).

#### 17. COSTS AND EXPENSES

The Company shall reimburse each of the Creditors, on demand, for all costs and expenses incurred in the preparation, completion, implementation and enforcement of, or the preservation of, any rights under this Agreement.

#### 18. ASSIGNATION AND TRANSFER

- 18.1 This Agreement is binding on the permitted successors and assignees of the Parties.
- 18.2 The Company may not assign, transfer or otherwise dispose of all of any of its rights, or obligations under this Agreement.
- 18.3 A Creditor may not assign or transfer its rights and obligations under this Agreement or the Creditor Securities except:
  - 18.3.1 with the prior written consent of the continuing Creditor (the "Continuing Creditor"); and
  - 18.3.2 if such assignee or transferee agrees in writing (in form and substance satisfactory to the Continuing Creditor (acting reasonably)) to be bound by the terms of this Agreement.

#### 19. COUNTERPARTS

- 19.1 Where executed in counterparts:
  - 19.1.1 this Agreement shall not take effect until all of the counterparts have been delivered;
  - 19.1.2 delivery will take place when the date of delivery is agreed between the Parties after execution of this Agreement as evidenced by the date inserted at the start of this Agreement.
- Where not executed in counterparts this Agreement shall take effect after its execution upon the date agreed between the Parties as evidenced by the date inserted at the start of this Agreement.

#### 20. CONSENT TO REGISTRATION

The Parties hereto consent to the registration of this Agreement for preservation.

#### 21. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

#### 22. ENFORCEMENT

#### Jurisdiction

22.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "Dispute").

- 22.2 The Company agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 22.3 Clauses 22.1 and 22.2 above are for the benefit of the Creditors only. As a result, each Creditor shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Creditors may take concurrent proceedings in any number of jurisdictions.

Without prejudice to clauses 22.1 and 22.2 above, the Company further agrees that proceedings relating to a Dispute may be brought in the courts of Scotland and irrevocably submits to the jurisdiction of such courts.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding 9 pages is subscribed as follows:

| THE COMPANY  |               |                    |                                       |
|--|---------------|--------------------|---------------------------------------|
| SUBSCRIBED for and on behalf of 2PURE LIMITED on being signed by George Ferry Rame |               | )                  | Director/Company Secretary/Authorisec |
| in the presence of:  |               | )                  | S <del>ignatory</del>                 |
| Name of witness:   | RAHAME 14     | N F                | ORSYTH                                |
| Signature:   |               |                    |                                       |
| Address:   | 24 RAVELRI    | G.PA               | RIC, BALTANO                          |
|  | 1.OLOTHIAN    | टी                 | H4 70L                                |
| Occupation:  | Account       | 1 <del>.</del> NT. | <b></b>                               |
| All together at Edinburgh On the 2 day of A  | <b>λ</b> ως î | 2020               |                                       |
| (date of signature)  |               |                    |                                       |

| HSBC UK SUBSCRIBED for and or HSBC UK Bank plc on being signed by | ·                              |
|---|--------------------------------|
| Name of witness:  | NICOLE GALLOWAY                |
| Signature:  |                                |
| Address:  | 20 ASHGROVE GARDENS            |
|   | LOANHEAD, MIDLOTHIAN, EHRO 9GA |
| Occupation:   | TEAM MEMBER-CAFE WORKER        |
| All together at E0NA On the ZOTH day of                           | ueatt<br>r Amaust 2020         |

#### HSBC IF

| SUBSCRIBED for      | r and on behalf of                      | )                                       |                      |
|---------------------|---|---|----------------------|
| HSBC Invoice Fin    | nance (UK) Limited                      | )                                       |                      |
|                     | RICHARD CORTHIN                         | Attorney                                |                      |
|                     | o Power of Attorney                     |   |                      |
| dated               | 4 7070                                  | )                                       |                      |
| in the presence of: |   |   | ·                    |
| Name of witness:    | L-Des.                                  | ·lls                                    |                      |
| Signature:          |   |   |                      |
| Address:            | FARNCE                                  | MBE ROAD                                |                      |
|                     | WORTH                                   | <u> </u>                                | J.                   |
| Occupation:         | involce A                               | VANCE OFFICIAL                          |                      |
| All together at     | WORTH ING                               | ·                                       |                      |
| <del>-</del>        | day of Avaus -                          | 2020                                    |                      |
|                     |   | 2020                                    |                      |
| (date of signature) |   |   |                      |
|                     | •                                       |   |                      |
| THE JUNIOR CRI      | EDITOR                                  |   |                      |
| SUBSCRIBED for      | r and on behalf of                      | •                                       |                      |
| CORALINN LLP        |   | ,<br>)                                  |                      |
| on being signed by  |   | ·                                       | Secretary/Authorised |
| in the presence of: |   | ) Signatory                             | ·                    |
|                     |   |   |                      |
| Name of witness:    | *************                           | **************                          |                      |
| Signature:          |   |   |                      |
| Mgnature.           | *************************************** | *******************************         |                      |
| Address:            | *************************************** | *************************************** |                      |
|                     | •                                       |   |                      |
|                     |   |   |                      |
| Occupation:         | ******************                      | *******                                 |                      |
|                     |   | •                                       |                      |
| All together at     |   |   |                      |
|                     |   |   | ·                    |
| On the              | day of                                  | 2020                                    |                      |
| (date of signature) |   |   |                      |
| 117 4334715503      |   |   |                      |

#### **HSBC IF**

| SUBSCRIBED to                                    |   | )  |
|--|---|--|
| •  | ance (UK) Limited                       | )  |
|  |   | ., ) Attorney  |
|  | Power of Attorney                       |  |
| dated  |   | )  |
| : the  | •                                       |  |
| in the presence of:                              |   |  |
| Name of witness:                                 |   |  |
| Signature:                                       | *************************************** |  |
| Address:   | •••••                                   |  |
|  |   |  |
| Occupation:                                      |   |  |
| All together at                                  |   |  |
| On the   | day of                                  | 2020   |
| (date of signature)                              | ·                                       |  |
| THE JUNIOR CRI<br>SUBSCRIBED for<br>CORALINN LLP | r and on behalf of                      | )  |
| on being signed by in the presence of:           | JOHN WARDLAW                            | <ul> <li>Director/Company Secretary/Authorised</li> <li>Signatory</li> </ul> |
| Name of witness:                                 | LINDA                                   | spence   |
| Signature:                                       |   |  |
| Address:   | 6 oeu                                   | LAND CRESCENT  |
| ,  | ••••••••                                | archt enu zet  |
| Occupation:                                      | Parico                                  | THANAGER   |
| All together at                                  | EUNBURGH                                |  |
| - •  | day of AUGUST                           | 2020   |
| (date of signature)                              |   |  |
| UK - 642471550.2                                 |   | .12  |