



Registration of a Charge

Company Name: **EISHKEN LIMITED** Company Number: **SC479415**

Received for filing in Electronic Format on the: **29/03/2023**

Details of Charge

- Date of creation: **27/03/2023**
- Charge code: **SC47 9415 0004**
- Persons entitled: WEATHERBY'S BANK LIMITED
- Brief description: FLOATING CHARGE OVER ALL OF THE PROPERTY

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

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: NORMA PEARSON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 479415

Charge code: SC47 9415 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th March 2023 and created by EISHKEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2023.

Given at Companies House, Edinburgh on 30th March 2023

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







Eishken Limited The Directors Eishken Lodge Eishken Isle of Lewis HS2 9LQ WEATHERBYS BANK LIMITED Sanders Road, Wellingborough Northamptonshire NN8 4BX

Date:

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED WITHOUT ANY LIMIT ON YOUR LIABILITY.

PARTIES	
Lender	Weatherbys Bank Limited (Registered number: 02943300) whose address is Sanders Road, Wellingborough, Northants, NN8 4BX.
Borrower	Eishken Limited (Registered number SC479415) whose address is Eishken, Isle of Lewis, HS2 9LQ
	(Where there is more than one Borrower, their liabilities under this Agreement shall be joint and several and " Borrower " shall mean each such person.)

DEFINITIONS			
Business Day	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.		
Borrower's Obligations	All the Borrower's liabilities to the Lender of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including any charges and Interest and Expenses under this Agreement.		
Charged Assets	The whole and any part of the undertaking property and assets of the Borrower charged by Clause 1.		
Debts	All book and other debts of the Borrower (present and future), all other monies due and owing to the Borrower (present and future)		

	and the benefit of all rights, securities or guarantees in respect of such books and other debts.		
Encumbrance	Any mortgage, charge, pledge, lien, assignment, option, restriction, claim, right of pre-emption, right of first refusal, third party right or interest, other encumbrance or security interest of any kind, or other preferential arrangement having similar effect.		
Expenses	All expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Charged Assets or the Borrower's Obligations or in taking or perfecting this Agreement or in preserving, defending or enforcing the security created by it or in exercising any power under this Agreement or otherwise with Interest from the date they are incurred.		
Intellectual Property	Includes letters patent, trademarks, service marks, registered designs, utility models, domain names and all other registrable rights of any kind in any intangible property, applications for any of the foregoing, copyright, mask work rights, database rights, topography rights, and all other rights to names, information (including confidential information) and other intangible property and rights in the nature of unfair competition rights and to sue for passing off recognised by the laws of any country.		
Interest	Interest at the rate(s) charged to the Borrower by the Lender from time to time or, if there is no such rate, 17.5 per cent per annum above the base rate of Weatherbys Bank Limited.		
Receiver	A receiver or administrative receiver appointed pursuant to this Agreement of all or any of the Charged Assets.		

INTERPRETATION

Clause headings shall not affect the interpretation of this Agreement.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors, permitted assigns and permitted transferees.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to this Agreement (or any provision of it) or to any other agreement or document referred to in this Agreement is a reference to this Agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Agreement) from time to time.

A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).

References to the "Property" and "Charged Assets" include any part of it.

Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select.

References to freehold and leasehold property include all covenants and rights affecting or concerning the same.

Any reference to a Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Scottish legal term.



WEATHERBYS BANK TERMS AND CONDITIONS (OCTOBER 2018)

1 CHARGE

1.1 Covenant to Pay

The Borrower covenants to discharge on demand the Borrower's Obligations.

1.2 Grant of Security

As a continuing security for such discharge, the Borrower grants to the Lender a floating charge over all the property (including uncalled capital), undertaking and rights of the Borrower present and future.

1.3 Qualifying Charge

The Charge is intended to be a qualifying charge as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986 (inserted by Section 248 of and Schedule 16 to the Enterprise Act 2002).

2 **RESTRICTIONS**

Negative Pledge and Disposals

The Borrower will not without the previous written consent of the Lender:

- (a) create or permit to arise any mortgage charge, lien or other Encumbrance on the Charged Assets having priority over or ranking pari passu with this Agreement, except a fixed security or floating charge in the Bank's favour;
- (b) dispose of the Charged Assets other than in the ordinary course of business; or
- (c) deal with Debts or securities forming part of the Charged Assets otherwise than in the ordinary course of getting in and realising the same, which for the avoidance of doubt shall not include or extend to selling or assigning or in any other way factoring or discounting any of them.

3 COVENANTS

3.1 Conduct of Business

The Borrower covenants with and undertakes to the Lender to conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of that business.

3.2 Notification of Lender

The Borrower covenants with and undertakes to notify the Bank immediately in the event of any creditor executing diligence against the Borrower, whether effectual or not, or presenting a petition for an administration or winding up order to be made in relation to the Borrower or any distress or execution is levied or enforced against the Borrower or any garnishee order is made and served in respect of any of the Charged Assets.

3.3 State of Repair

The Borrower covenants with and undertakes to the Lender to keep all buildings and fixed and moveable plant, machinery, fixtures, fittings, vehicles, computers and other equipment forming part of the Charged Assets in a good state of repair and in good working order and condition.

3.4 Property Covenants

The Borrower covenants with and undertakes to the Lender:

- to pay the rents reserved by, and to observe and perform all the covenants on the part of the lessee contained in, the respective leases under which any leasehold properties for the time being comprised in the property are held;
- (b) not without the prior written consent of the Lender and any other requisite consent to pull down or remove the whole or any part of the Charged Assets consisting of buildings or other structures, fixed plant and machinery;
- (c) not to exercise any of the statutory or common law powers of leasing and/or accepting surrenders of leases without the requisite consent, although the Lender may grant or accept surrenders of leases without restriction;
- (d) not to confer upon any person any licence, right or interest to occupy the property or grant, suffer or permit to arise or subsist any overriding interest over any of the same;
- (e) to permit the Lender and his agents, employees and persons authorised by him to enter the property at any time to view the state of repair and condition of it. Any such persons may enter the property and repair and make good any defects in the property resulting from or which constitute a breach of covenant under this Agreement by the Borrower. If the Lender acts under this provision it shall not be or be deemed to be a mortgagee in possession or accountable as such. The Borrower shall indemnify the Lender in respect of any such expenditure on demand;

- (f) to observe and perform all covenants, conditions, agreements and stipulations from time to time affecting the property or the mode of use or the enjoyment of the same and not enter into any onerous or restrictive obligations affecting the property or, without the requisite consent, to carry out any development on the property nor to do or suffer or omit to be done any act, matter or thing whereby any provision of any Act of Parliament, order or regulation from time to time in force affecting the property is infringed;
- (g) to observe the provisions of all planning and buildings regulations, by-laws and other requirements of any other planning authority or similar;
- (h) to inform the Lender immediately on becoming bound to complete the purchase of any estate or interest in any freehold or leasehold property after the date of this Agreement and to deposit with the Lender the deeds and documents of title relating to such property and to all other property; and
- to execute at any time upon request over all or any of the property a charge by way of standard security in favour of the Lender in such form as the Lender shall require.

3.5 Intellectual Property

- (a) The Borrower covenants with and undertakes to the Lender:
 - to make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property in force;
 - to take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing its Intellectual Property and (without prejudice to Clause 3.5(a)(i) above) to take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property; and
 - (iii) not, without the prior written consent of the Lender:
 - (A) to sell, transfer, license or otherwise dispose of all or any part of its Intellectual Property; or
 - (B) to permit any Intellectual Property which is registered to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise.
- (b) The Borrower covenants with and undertakes to the Lender to conduct its business in such a way as not to endanger or lead to the curtailment, forfeiture or suspension of any licences, registered Intellectual Property, or other rights required in connection with its business.

3.6 Compliance with Obligations

The Borrower covenants with and undertakes to the Lender to comply with all the obligations on the part of the Borrower in respect of the Charged Assets, whether express or implied.

3.7 Compliance with Laws

The Borrower covenants with and undertakes to the Lender to comply in all material respects with the terms of all applicable laws, including common law, statute and subordinate legislation, European Union Regulations and Directives and judgements and decisions of any court or authority competent to make such judgement or decision compliance with which is mandatory for the Borrower including without limitation all environmental laws, legislation relating to public health, town and country planning, control and handling of hazardous substances or wastes, fire precautions and health and safety at work.

3.8 Environmental Laws

- (a) The Borrower covenants with and undertakes to the Lender to comply with or procure compliance with all environmental laws, regulations, directives and codes of practice relating to any pollution waste (as defined by the Environmental Protection Act 1990), emissions, substance or activity perceived as being harmful to man or other living organism or of damaging the environment or public health or welfare or relating to nuisance, noise, defective premises or health and safety (all such matters being referred to in this Agreement as "Environmental Matters") applicable to the Property, any buildings or structures on such Property or any development or other works carried on at such Property;
- (b) The Borrower covenants with and undertakes to the Lender to notify the Lender immediately of becoming aware of:
 - (i) any notice of non-compliance with any Environmental Matters; and
 - (ii) any notice which results or may result in any modification, suspension or revocation of any licence or permission given under or in respect of any Environmental Matters.

4 INSURANCE

4.1 Obligation to Insure

The Borrower will keep comprehensively insured to the Lender's reasonable satisfaction all of the Charged Assets which are of an insurable nature for their full reinstatement cost and in default the Lender may enter and effect such insurance (without becoming liable to account as mortgagee in possession).

4.2 Application of Proceeds

The Borrower will hold in trust for the Lender all money received under any insurance of the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Borrower's Obligations.

4.3 Lender Protections

The Borrower will procure that a note of the Lender's interest is endorsed upon all polices of insurance maintained by the Borrower and will ensure that such insurance policy contains such provisions for the protection of the Lender as the Lender may from time to time reasonably require.

5 ENFORCEMENT EVENTS

This Agreement shall become enforceable upon and at any time after the occurrence of any of the following events:

- (a) The Borrower ceases or threatens to cease to carry on its business or a significant part of it (unless as part of a solvent reconstruction approved by the Lender) or suspends or threatens to suspend payment of its debts or is unable or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;
- (b) a proposal is made, or a nominee or supervisor is appointed for the Borrower, for a composition in satisfaction of its debt or for a scheme of arrangement of its affairs or other arrangement or any proceedings for the benefit of its creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment of debt;
- (c) a petition is made for an administration order under the Insolvency Act 1986 with respect to the Borrower;
- (d) any steps are taken by the Borrower (without the Lender's prior written consent) or any other person:
 - (i) to wind up or dissolve the Borrower; or
 - to appoint a liquidator, trustee, receiver, administrative receiver, administrator or similar officer to the Borrower or any part of its undertaking or assets;
- (e) any event occurs or proceedings are taken in respect of the Borrower in any jurisdiction to which it is subject which has an affect equivalent or similar to any of the events mentioned in Clauses (a) to (d) above (inclusive); and
- (f) if the Borrower has failed to pay or discharge all or any of the Borrower's Obligations in accordance with Clause 1.

6 POWERS OF THE LENDER

6.1 Appointments

At any time after this Agreement has become enforceable, the Lender shall be and is entitled to appoint in writing any one or more persons as:

- (a) a Receiver of all or any of the Charged Assets; and/or
- (b) an administrator of the Borrower,

in each case in accordance with and to the extent permitted by law. Where more than one Receiver is appointed they will have power to act separately (unless in the appointment the Bank specifies to the contrary).

6.2 Removal and Appointment

The Lender may:

- (a) remove any administrator or Receiver previously appointed hereunder; and
- (b) appoint another person or other persons as administrator or Receiver or Receivers, either in the place of an administrator or Receiver so removed or who has otherwise ceased to act or to act jointly with an administrator or Receiver or Receivers previously appointed hereunder.

6.3 Replacement

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 Lender shall be entitled to appoint another person or persons as Receiver or Receivers in his place.

6.4 Remuneration

The Lender may fix and pay the fees of the administrator or Receiver but any administrator or Receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the administrator's or Receiver's acts, defaults and remuneration.

6.5 No Liability

The Borrower shall be solely responsible for the acts and defaults of a Receiver appointed under this Agreement and for his remuneration, costs, charges and expenses and the Lender will not be liable or responsible in respect of any act or default of such Receiver or of any such remuneration, charges or expenses.

6.6 Set Off

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

6.7 Balances on Account

Despite any term to the contrary in relation to any deposit or credit balance on any account of the Borrower with the Lender that deposit or balance will not be capable of being assigned, dealt with, mortgaged or charged and will not be repayable to the Borrower before all the Borrower's Obligations have been discharged but the Lender may without prejudice to this Agreement permit the Borrower to make withdrawals from time to time.

6.8 Rights of Third Parties

No purchaser, mortgagee or other person dealing with the Receiver shall be concerned whether the Borrower's Obligations have become payable or enforceable or whether any money remains outstanding to the Lender or shall be concerned with any application of any monies paid to the Receiver.

7 POWERS OF ADMINISTRATORS AND RECEIVERS

7.1 Powers on Appointment

Any Receiver will be the Borrower's agent and shall have all the powers specified in schedule 2 of the Insolvency Act 1986, and all the following powers:-

- (a) to promote the formation of a subsidiary or subsidiaries of the Borrower, including, without limitation, any such subsidiary formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interest in all or any of the Borrower's Charged Assets;
- (b) to make any arrangement or compromise which the Lender or the Receiver may think fit;
- (c) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part;
- (d) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Borrower;
- (e) to convene an extraordinary general meeting of the Borrower;
- (f) to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Charged Assets located in England and Wales; and
- (g) 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 Charged Assets.

8 POWER OF ATTORNEY

The Borrower hereby irrevocably appoints the Lender and any administrator or Receiver severally to be the attorney of the Borrower (with full power of substitution and delegation) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds, instruments and documents which may be necessary or desirable for carrying out any obligations imposed on the Borrower by or pursuant to this Agreement and for exercising all the powers conferred on them by this Agreement or by law.

9 APPROPRIATION

9.1 Appropriation of Payments

Subject to Clause 9.2 the Lender may appropriate all payments received for the account of the Borrower in reduction of any part of the Borrower's Obligations as the Lender decides.

9.2 New Accounts

The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Charged Assets. Whether or not the Lender opens any such account, no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Borrower's Obligations outstanding at the time of receiving such notice.

10 INFORMATION

The Borrower will send to the Lender not later than 6 months after the close of each financial year of the Borrower a Balance Sheet Profit and Loss Account and Trading Account showing the true position of the affairs of the Borrower and its subsidiary undertakings (if any) duly signed by the Auditors of the Borrower and also from time to time furnish to the Lender such other information regarding the assets and liabilities of the Borrower and its subsidiary undertakings (if any) as the Lender may reasonably require.

11 PRESERVATION OF SECURITY AND RIGHTS

11.1 Independent Security

This Agreement is in addition to any other security present or future held by the Lender for the Borrower's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.

11.2 Continuing Security

The security constituted by this Agreement shall remain in full force and effect as a continuing security for the Borrower's Obligations, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Agreement in writing.

11.3 Discharge Conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Borrower's Obligations being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this Agreement and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

11.4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

12 FURTHER ASSURANCE

The Borrower will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Charged Assets the Borrower's Obligations.

13 MEMORANDUM AND ARTICLES OF ASSOCIATION / MEMBERSHIP AGREEMENT

The Borrower certifies that this Agreement does not contravene the Borrower's Memorandum and Articles of Association/ the Borrower's Membership Agreement.

14 ASSIGNMENT AND TRANSFER

14.1 Assignment

- (a) The Lender may assign all or any part of its rights and benefits under this Agreement.
- (b) The Borrower may not assign or transfer all or any part of its rights, benefits and obligations under this Agreement without the written consent of the Lender.

14.2 Disclosure

The Borrower hereby consents to the disclosure by the Lender of any information about the Borrower, this Agreement or the Charged Assets, the Property or the Borrower's Obligations:

- (a) to any person to whom the Lender has assigned or transferred or proposes, or may propose, to assign or transfer all or any of its rights and benefits under this Agreement or the Borrower's Obligations; or
- (b) to any person with whom the Lender has entered or proposes or may propose to enter into any contractual arrangements in connection with this Agreement or the Borrower's Obligations; or
- (c) to any subsidiary or agent of the Lender; or
- (d) to any other person if required or permitted by law to do so.

15 AMENDMENTS, WAIVERS AND CONSENTS

15.1 Amendments

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

15.2 Waivers and Consents

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

15.3 Rights and Remedies

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

16 SEVERANCE

If any provision (or part of a provision) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to, or deletion of, a provision (or part of a provision) under this Clause shall not affect the legality, validity and enforceability of the rest of this Agreement.

17 NOTICES

17.1 Method

Notices or demands may be made by letter or e-mail to the parties' addresses mentioned in this Agreement or to such other address as they may subsequently specify.

17.2 Deemed Service

- (a) A notice or demand served by post will be treated as served two Business Days after being posted (or five Business Days after being posted by airmail if to another country).
- (b) A notice or demand served by e-mail will be effective only when actually received in readable form on a Business Day and if that is

after 5.00pm it shall be deemed to only become effective the following Business Day.

18 REGISTRATION

The Borrower consents to the registration of this Agreement for preservation and execution.

19 GOVERNING LAW AND JURISDICTION

19.1 Governing Law

This Agreement and any dispute or claim arising 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 in accordance with the law of Scotland.

19.2 Jurisdiction

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

IN WITNESS WHEREOF this BOND AND FLOATING CHARGE consisting of this and the 13 preceding pages is executed as follows:

Borrower

For and on behalf of Eishken Limited

acting by a director

Natasha Oppenheim

at	London	(place)	CocuSigned by:
on	27 March 2023	(date)	Nataslia Oppenhiem
in	the presence of:		
Witness signature:			Sue Wells
Witness name:			Sue Wells
Witness address:			7 WEST WING, CHAPEL DRIVE, DARTFORD
Witness occupation:			KENT, DA2 6FH
			SECRETARY