



Registration of a Charge

Company name: **NORTHWIND 5S LIMITED**

Company number: **SC642659**



X9H2GKI3

Received for Electronic Filing: **03/11/2020**

Details of Charge

Date of creation: **29/10/2020**

Charge code: **SC64 2659 0003**

Persons entitled: **SANTANDER UK PLC**

Brief description: **NOT APPLICABLE**

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 642659

Charge code: SC64 2659 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th October 2020 and created by NORTHWIND 5S LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2020 .

Given at Companies House, Edinburgh on 4th November 2020

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 29 October 2020

NORTHWIND 5S LIMITED
as Chargor

SANTANDER UK PLC
as Lender

FLOATING CHARGE

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This Floating Charge is delivered on

29 October

2020

Between

- (1) **NORTHWIND 5S LIMITED**, a company incorporated in Scotland (No. SC642659) and having its registered office at Redwood House, 5 Redwood Crescent, Peel Park, East Kilbride, Scotland, G74 5PP (**Chargor**); and
- (2) **SANTANDER UK PLC**, a company incorporated in England and Wales (No. 02294747) and having its registered office at 2 Triton Square, Regent's Place, London, England, NW1 3AN (**Lender**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Charge, the following definitions will apply:

Administrator means any person appointed to be an administrator of the Chargor pursuant to paragraph 14 of Schedule B1 to the Insolvency Act

Charged Assets means the whole of the property (including uncalled capital) which is or may from time to time, while this Charge is in force, be comprised in the property and undertaking of the Chargor

Declared Default has the meaning given to that term in the Facility Agreement.

Event of Default means any event or circumstance specified as such in clause 25 (*Events of Default*) of the Facility Agreement

Facility Agreement the revolving credit facility agreement dated on or around the date of this Charge between (1) the Chargor as company and original borrower; (2) the entities listed in schedule 1 (Original Obligors) thereto as original guarantors; and (3) the Lender

Financial Collateral shall have the meaning given to that expression in the Financial Collateral Regulations

Financial Collateral Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226)

Insolvency Act means the Insolvency Act 1986

Party means a party to this Charge

Receiver means any receiver, manager or administrative receiver appointed by the Lender in respect of the Chargor or the whole or any part of the Charged Assets and includes any appointee made under a joint or several appointment

Secured Obligations means all monies and liabilities now or after the date of this Charge due, owing or incurred by the Chargor to the Lender in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender, except for

any obligation which, if it were included here, would be unlawful or prohibited by any applicable law or its equivalent in any other jurisdiction

Security means a mortgage, charge, pledge, lien, assignment, assignation in security, standard security, pledge or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Financial Collateral Arrangement has the meaning given to it in the Financial Collateral Regulations

Security Period means the period beginning on the date of this Charge and ending on the date on which the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Lender under the Finance Documents (or any of them) have been cancelled

1.2 Interpretation

- (a) Unless otherwise defined in this Charge, a term defined in the Facility Agreement has the same meaning when used in this Charge or any notices, acknowledgments or other documents issued under or in connection with this Charge.
- (b) Clause 1.2 (*Construction*) of the Facility Agreement is incorporated into this Charge as if set out here in full but so that each reference in that clause to **this Agreement** or a **Finance Document** shall be read as a reference to this Charge.
- (c) Any reference to the Security constituted by this Charge becoming **enforceable** shall mean that the Security created under this Charge has become enforceable under clause 7 (Enforcement of security).
- (d) In this Charge, unless the context otherwise requires:
 - (i) references to clauses are to be construed as references to the clauses of this Charge;
 - (ii) **dispose** includes any sale, lease, licence, transfer or loan;
 - (iii) writing shall, subject to clause 18 (Notices), include any mode of reproducing words in a legible and non-transitory form; and
 - (iv) references to a **fixed security** mean a fixed security as defined by section 486 of the Companies Act 1985.
- (e) Any word importing the singular shall include the plural and vice versa.
- (f) A term defined in this Charge has the same meaning when used in any notices, acknowledgments or other documents issued under or in connection with this Charge.
- (g) The words **other**, **include**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Charge a person who is not a Party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Charge.
- (b) Unless expressly provided to the contrary in any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Charge or any other agreement entered into under or in connection with it.

1.4 Intercreditor Agreement

This Charge is subject to the terms of the Intercreditor Agreement. If there is an inconsistency between the terms of this Charge and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

2 Covenant to pay

The Chargor undertakes to the Lender that it will pay or discharge on demand the Secured Obligations when they fall due for payment or discharge in accordance with the terms of the Finance Documents.

3 Security

3.1 Floating charge

As a continuing security for the payment of the Secured Obligations, the Chargor hereby grants a floating charge over the Charged Assets in favour of the Lender.

3.2 Qualifying floating charge

This Charge contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charge created by or under this Charge.

3.3 Continuing security

The Security constituted by this Charge shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

3.4 Waiver of rights

The obligations of the Chargor under this Charge and the rights, powers and discretions of the Lender under this Charge will not be reduced, discharged or otherwise affected by:

- (a) any time, waiver or consent granted to, or composition with the Chargor or any other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or Security over assets of the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument;

- (d) the Lender failing to realise the full value of any Security held by it;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person or any defective or excessive exercise of the Chargor's powers or authority;
- (f) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Obligations or any document, guarantee or Security related to the Secured Obligations including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document or Security;
- (g) any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this Charge or any other document, guarantee or Security held in connection with the Secured Obligations;
- (h) any claim or enforcement of payment from the Chargor or any other person;
- (i) any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person;
- (j) any change in the constitution, name or style of the Chargor or any other person, or if the Chargor or such other person is a partnership or other unincorporated organisation, its dissolution or any change in its status or membership;
- (k) anything done or omitted to be done by the Lender or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Chargor under this Charge.

3.5 Recourse

The Security constituted by this Charge:

- (a) is in addition to any other Security which the Lender may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Lender.

4 Negative pledge

4.1 Subject to clause 4.2, the Chargor covenants with the Lender that, during the Security Period, it shall not create any Security over any part of the Charged Assets.

4.2 Subject to clause 4.3, the Chargor shall not, during the Security Period:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts;
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- 4.3 Clauses 4.1 does not apply to any Security which is Permitted Security, a Permitted Disposal or any transaction which is a Permitted Transaction.

5 Power of attorney

The Chargor irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its mandatary and attorney to take any action which the Chargor is obliged to take under this Charge and which the Chargor has been requested in writing by the Lender to do but has failed to do within five Business Days following such request. The Chargor ratifies and confirms whatever any mandatary and attorney does or purports to do pursuant to its appointment under this clause 5. The power of attorney granted under this clause 5 shall become effective only upon the occurrence of an Event of Default which is continuing. For the avoidance of doubt, the Lender shall have no obligation to take such action.

6 Further assurance

- 6.1 Subject to the Agreed Security Principles, the Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, standard securities, charges, notices and instructions) as the Lender may (acting reasonably) specify (and in such form as the Lender may (acting reasonably) require) in favour of the Lender or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Charge;
- (b) to confer on the Lender Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Charge; and/or
- (c) after the Security created by this Charge has become enforceable, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Charge.

- 6.2 Subject to the Agreed Security Principles, the Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Charge.

- 6.3 Any document required to be executed by the Chargor under this clause 6 will be prepared at the cost of the Chargor, such cost to be reasonably incurred.

7 Enforcement of security

7.1 When security is enforceable

On and at any time after the occurrence of a Declared Default, the Security created by and under this Charge is immediately enforceable.

7.2 Acts of enforcement

- (a) The Lender may, at its absolute discretion, at any time after the Security created by or under this Charge is enforceable (for the avoidance of doubt, after the occurrence of a Declared Default):
 - (i) appoint one or more persons as a Receiver or Receivers in respect of the Charged Assets, or apply to the Court for such appointment;
 - (ii) appoint one or more persons as an Administrator of the Chargor;
 - (iii) make an administration application in respect of the Chargor; or
 - (iv) give notice of intention to appoint an Administrator in respect of the Chargor,in each case in accordance with and to the extent permitted by laws applicable to the Chargor and to this Charge.
- (b) The appointment of a Receiver or Receivers or an Administrator, or the giving of notice of intention to appoint an Administrator shall be effected by the Lender by written instrument or notice in accordance with and in such form as may be prescribed under the Insolvency Act. If any such person so appointed as Receiver or Administrator is removed from office by the Court or otherwise ceases to act, the Lender shall be entitled (subject to the provisions of the Insolvency Act) to appoint a replacement in the same manner.

7.3 Powers of Receiver

A Receiver appointed under this Charge shall have the following powers in addition to those specified in Schedule 2 of the Insolvency Act:

- (a) to promote or procure the incorporation of any new company (whether or not a subsidiary of the Chargor), to transfer any part of the Charged Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire shares, debentures, loan stock or loan capital in such company in name of the Chargor, or the Receiver, or its or his/her nominee or trustee;
- (b) subject to the articles of association, to convene extraordinary general meetings of the Chargor;
- (c) to make any arrangement or compromise which the Receiver or the Lender may think fit;
- (d) generally, without prejudice to the other provisions of this clause to exercise all the rights, powers and discretions in respect of the Charged Assets it would be entitled to exercise if it were the absolute owner thereof and to do all acts and things the Receiver may consider necessary or expedient for the realisation of the Charged Assets and the application of the proceeds in or towards satisfaction of or their retention as continuing security for the Secured Obligations; and
- (e) in respect of any of the Charged Assets situated in England and Wales (or any other jurisdiction) to exercise in addition to the foregoing powers, all the powers conferred by

the Insolvency Act or any other enactment or rule of law on receivers or receivers and managers (or analogous officers) in that jurisdiction.

7.4 Agent of the Chargor

The Receiver shall be the agent of the Chargor for all purposes of and in all respects arising under this Charge and, except as otherwise provided by the Insolvency Act, the Chargor alone shall be responsible for his/her acts, omissions, neglects and defaults and for all liabilities and obligations incurred by him/her, and his/her remuneration costs, charges and expenses.

7.5 Balance

The rights powers and discretions conferred on the Receiver under this clause are subject only to his/her obligation to account to the Chargor or any other person entitled thereto for any balance of the Charged Assets or their proceeds remaining in his/her hands after the Secured Obligations have been fully and unconditionally paid and discharged.

7.6 Security Financial Collateral Arrangement

- (a) At any time after the security constituted by this Charge has become enforceable and to the extent that any of the Charged Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement pursuant to this Charge, the Lender shall have the right to appropriate all or any part of those Charged Assets in or towards the payment or discharge of the Secured Obligations as are then due and payable as the Lender may think fit. The value of such Charged Assets appropriated in accordance with this clause 7.6(a) shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index, or as determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this clause 7.6(a) are commercially reasonable.
- (b) To the extent that the Charged Assets constitute Financial Collateral, the Chargor agrees that such Charged Assets may, at the Lender's option, be held or designated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations.

8 Undertakings

8.1 Undertakings

The Chargor hereby undertakes to the Lender that it will conduct its business and affairs in a proper and efficient manner and comply with all its obligations under the Facility Agreement and the other Finance Documents to which it is a party.

8.2 Power to remedy

- (a) If the Chargor fails to promptly comply with any of the undertakings set out in clause 8, it shall allow and irrevocably authorises the Lender and/or such persons as it shall nominate to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings. For the avoidance of doubt, the Lender shall have no obligation to take such action.

- (b) If the Chargor fails to promptly perform any obligation or other covenant under this Charge affecting the Charged Assets, the Chargor shall permit the Lender (who, for the avoidance of doubt, shall not be obliged) or its agents and contractors:
 - (i) to enter any heritable, freehold or leasehold property of the Chargor;
 - (ii) to comply with or object to any notice served on the Chargor relating to any Charged Asset; and
 - (iii) to take any action the Lender may (acting reasonably) consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (c) The Chargor shall within 3 Business Days of demand indemnify the Lender against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 8.2.

9 Contingencies

If the Lender enforces the Security constituted by or under this Charge at a time when no amounts are due to the Lender but at a time when amounts may or will become so due, the Lender may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

10 Delegation

- 10.1 Each of the Lender and any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion vested in it in its capacity as such.
- 10.2 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to any such restrictions as the Lender or that Receiver, as the case may be, may, in its discretion, think fit in the interests of the Lender.
- 10.3 Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

11 Application of monies

- 11.1 All monies received by the Lender or any Receiver under this Charge shall be applied in accordance with the terms of the Intercreditor Agreement. This clause 11:
 - (a) is subject to the payment of any claims having priority over this Security; and
 - (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.
- 11.2 The Lender and any Receiver may (if such amount is insufficient to pay all the Secured Obligations), following the occurrence of a Declared Default, place any money received, recovered or realised pursuant to this Charge in a suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

12 Remedies and waivers

- 12.1 No failure to exercise, nor any delay in exercising, on the part of the Lender or any Receiver, any right or remedy under this Charge shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.
- 12.2 A waiver given or consent granted by the Lender under this Charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given

13 Protection of third parties

- 13.1 No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents has an obligation to enquire of the Lender, Receiver or others:
- (a) whether the Secured Obligations have become payable;
 - (b) whether any power purported to be exercised has become exercisable;
 - (c) whether any Secured Obligations or other monies remain outstanding;
 - (d) how any monies paid to the Lender or to the Receiver shall be applied; or
 - (e) the status, propriety or validity of the acts of the Receiver or Lender.
- 13.2 The receipt by the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.
- 13.3 In clauses 13.1 and 13.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Charged Assets or any of them.

14 Additional security

The Security created by or under this Charge is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by the Lender.

15 Settlements conditional

- 15.1 If the Lender (acting reasonably) considers that any amount paid by the Chargor or any other person in respect of the Secured Obligations is likely to be avoided or set aside for any reason, then for the purposes of this Charge, such amount shall not be considered to have been irrevocably paid.
- 15.2 Any settlement, discharge or release between the Chargor and the Lender shall be conditional upon no Security or payment to or for the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

16 Subsequent Security

If the Lender receives notice of any other subsequent Security or other interest affecting all or any of the Charged Assets which is prohibited by this Charge, it may open a new account or

accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Lender, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

17 Set-off

The Lender may, at any time after the occurrence of a Declared Default, set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

18 Notices

Any communication under this Charge or any other Security or Finance Document created by or under this Charge shall be made and given in accordance with the terms of clause 31 (*Notices*) of the Facility Agreement.

19 Invalidity

Clause 33 (*Partial invalidity*) of the Facility Agreement shall apply to this Charge as if set out here in full but so that references to the Finance Documents shall be construed as references to this Charge and any Security created by or under it.

20 Assignment

- 20.1 The Lender may assign or otherwise transfer all or any part of its rights under this Charge or any Security created by or under it in accordance with the terms of the Finance Documents.
- 20.2 The Chargor may not assign or otherwise transfer any of its rights and obligations under this Charge.

21 Releases

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Chargor, promptly take whatever action is necessary to discharge or release the Charged Assets from the Security created by this Charge.

22 Currency clauses

- 22.1 Clause 29.6 (*Currency of account*) of the Facility Agreement shall apply to this Charge as if set out here in full but so that references to the Finance Documents shall be construed as references to this Charge and any Security created by or under it and references to the Obligors shall be construed as references to the Chargor.
- 22.2 If a payment is made to the Lender under this Charge in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the

payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

23 Certificates and determinations

Clause 32.2 (*Certificates and determinations*) of the Facility Agreement shall apply to this Charge as if set out here in full but so that references to the Finance Documents shall be construed as references to this Charge and any Security created by or under it.

24 Exclusion of liability

Neither the Lender nor any Receiver shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

25 Consent to registration

The Chargor consents to the registration of this Charge and of any certificate referred to in clause 23 (*Certificates and determinations*) for preservation.

26 Counterparts and delivery

26.1 Counterpart execution

This Charge may be executed in any number of counterparts and by the parties on separate counterparts.

26.2 Delivery where Charge is executed in counterpart

Where executed in counterpart:

- (a) this Charge shall not take effect until all of the counterparts have been delivered;
- (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
- (c) the parties may choose to evidence the date of delivery of this Charge by inserting this on the front page of this Charge.

26.3 Appointment of nominated person

The parties to this Charge, in accordance with section 2(1) of the Legal Writings (Counterparts and Delivery)(Scotland) Act 2015 (**Counterparts Act**), nominate Addleshaw Goddard LLP to take delivery of all counterparts of this Charge. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Charge.

27 Governing law

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

28 Jurisdiction of Scottish courts

- 28.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Charge (including a dispute relating to the existence, validity or termination of this Charge or any non-contractual obligations arising out of or in connection with this Charge) (Dispute).
- 28.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 28.3 This clause 28 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

In witness whereof these presents consisting of this and the preceding 11 pages are executed by the parties hereto as follows:

Subscribed for and on behalf of
NORTHWIND 5S LIMITED

at **EAST KILBRIDE**
on **27 OCTOBER 2020**

) Director/Secretary/Authorised Signatory

) **BARRY MCDERMOTT**

) Full Name

in the presence of:

Signature of witness

Full name **JONATHAN HEANEY**

Address

Burns & Paul LLP
120 Bothwell St
Glasgow G2 7JL

Subscribed for and on behalf of
SANTANDER UK PLC
at *Edinburgh*

on *28 October 2020*


in the presence of:



Signature of witness

Full name *FRASER RAMSAY*

Address
ADDLESHAW GODDARD LLP
..... EXCHANGE TOWER
19 CANNING STREET
EDINBURGH
EH3 8EH
DX ED27


.....
) Authorised Signatory
) *Richard Matheson*
)
) Full Name