



Registration of a Charge

Company Name: **SMC MANUFACTURING (UK) LTD**

Company Number: **SC681333**



Received for filing in Electronic Format on the: **20/07/2021**

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Details of Charge

Date of creation: **12/07/2021**

Charge code: **SC68 1333 0001**

Persons entitled: **HIGHLAND OPPORTUNITY (INVESTMENTS) LIMITED**

Brief description:

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **EMMA LINN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 681333

Charge code: SC68 1333 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th July 2021 and created by SMC MANUFACTURING (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2021 .

Given at Companies House, Edinburgh on 20th July 2021

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**

**THIS DOCUMENT IS IMPORTANT AND ITS SIGNATURE WILL HAVE LEGAL
CONSEQUENCES. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE
BEFORE SIGNING IT**

BOND AND FLOATING CHARGE

by

(1) SMC MANUFACTURING (UK) LTD

in favour of

(2) HIGHLAND OPPORTUNITY (INVESTMENTS) LIMITED

**THIS DOCUMENT IS IMPORTANT AND ITS SIGNATURE WILL HAVE LEGAL
CONSEQUENCES. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE
BEFORE SIGNING IT**

WE, **SMC MANUFACTURING (UK) LTD** a company incorporated in Scotland (Registered No. SC681333) formerly having our registered office at Unit 8, Golspie Business Park, Golspie, Sutherland, KW10 6UB and now at Unit 2, Inverbreakie Steading, Invergordon, IV18 0LP and formerly known as **INVERBREAKIE 2020 LTD**, the Company's name having been changed conform to Certificate of Incorporation on Change of Name given at Companies House on 1 June 2021 Do Hereby **BIND** and **OBLIGE** ourselves to pay upon demand to **HIGHLAND OPPORTUNITY (INVESTMENTS) LIMITED** a company incorporated in Scotland (Registered No. SC240940) having our registered office at Highland Council Headquarters, Glenurquhart Road, Inverness, IV3 5NX (hereinafter called "**HO(I)L** ") or the assignees or successors thereof all sums of money which now are or which may at any time or from time to time be or become due to **HO(I)L** by us and/or for which we now are or may at any time or from time to time be or become liable or responsible to **HO(I)L**, whether alone or jointly with any other person or persons, and whether as principal debtors or guarantors or sureties, including in particular but without prejudice to the foregoing generality sums of principal, interest, charges, costs and expenses whether on or in connection with or arising out of any loan or guarantee or otherwise howsoever; **AND IT IS HEREBY PROVIDED AND DECLARED:-**

FIRST That a Certificate signed by the Company Secretary or other duly authorised official of **HO(I)L** shall be sufficient (save in the case of fraud or manifest error) to fix and ascertain the whole sums, principal, interest and others, which shall be due by us and/or for which we shall be liable to **HO(I)L** as aforesaid and to constitute a balance and charge against us and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment.

SECOND That nothing herein contained shall prejudice or affect any other securities which **HO(I)L** already hold or may hereafter hold for any sum or sums due or which may after the date hereof become due by us to **HO(I)L** over any other property belonging to us, it being always in the power of **HO(I)L** to allow all or any part of such securities or the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof towards payment of any sum to be hereby secured, and the whole obligations

hereby undertaken by us shall remain in full force and effect in the same manner and to the same extent as if no such securities had ever existed.

THIRD That HO(I)L without prejudice to their right under these presents and at its discretion, may grant to us or to any other persons or person liable with or for us any time or other indulgence and may compound with us or them, accede to Trust Deeds and draw dividends, and that all without notice to us or to any other person concerned.

FOURTH That HO(I)L shall be entitled to appoint a Receiver or Receivers under the Insolvency Act 1986 (as amended) on the occurrence of any one or more of the following events:-

1. At any time after the making by HO(I)L of a demand in writing for payment of the whole sum or sums secured hereby or intended to be secured hereby, without payment having been made;
2. Failure on our part to adhere to or implement or our being in breach of any or all of the terms and conditions imposed on us in terms hereof;
3. Failure on our part or on the part of any other party or parties thereto (always excluding, however, HO(I)L) to adhere to or implement, or breach on the part of us or such other party or parties or, any or all of the terms and conditions imposed on us or such other party or parties in terms of any agreement (including any conditions imported by reference into any such agreement) entered into between HO(I)L and us relative to financial accommodation made available by HO(I)L;
4. The events specified in paragraph (a), (b), (c) and (d) of Sub-section (1) of Section 52 of the Insolvency Act, 1986;
5. Presentation of a petition to court in application for an administration order in relation to us in terms of Part II of the Insolvency Act 1986.

FIFTH That HO(I)L may in like manner appoint any person or persons to be a Receiver or Receivers in place of any Receiver removed by the Court or otherwise ceasing to act and every Receiver appointed by HO(I)L shall be our Agent and we shall be solely responsible for his acts or defaults and for his remuneration.

SIXTH That any Receiver so appointed by HO(I)L shall have the powers conferred on Receivers by the Insolvency Act 1986 and in addition and without prejudice thereto shall have power (one) to make any arrangement or compromise which he may think expedient and (two) to make calls

conditionally or unconditionally on our members in respect of our uncalled capital with the same powers as are by our Articles of Association conferred on our Directors in respect of calls and to the exclusion of our Directors' powers in that behalf,

AND IN SECURITY of the said sums of money above mentioned WE DO HEREBY GRANT in favour of HO(I)L or the assignees or successors thereof a FLOATING CHARGE over the whole of our property detailed in the Schedule annexed and executed as relative hereto (hereinafter referred to as the "**Charged Property**") but so that we are hereby and shall be prohibited from creating subsequent to our execution hereof any fixed security within the meaning of Sub-section (1) of Section 70 of the Insolvency Act 1986 or any Statutory amendment or re-enactment thereof for the time being in force having priority over or ranking equally with the Floating Charge over the Charged Property hereby created save (1) as may otherwise be previously agreed in writing by HO(I)L and (2) in favour of HO(I)L ; AND IT IS HEREBY DECLARED that the Floating Charge hereby created shall be a "qualifying floating charge" as that term is defined in Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002); AND WE UNDERTAKE to procure that while this security is in force,

- (A) when required by HO(I)L such specific or fixed security or charge over the Charged Property as shall be required by HO(I)L shall be granted in favour of HO(I)L or as HO(I)L shall direct, so far as we may competently do so without breaching any other obligations binding upon us as at the date of execution hereof;
- (B) without prejudice to the foregoing prohibition against creating subsequent to our execution hereof any fixed security having priority over or ranking equally with the Floating Charge over the Charged Property hereby created (save as aforesaid), unless with the written consent of HO(I)L we shall not create or allow to come into being any security or charge upon any part of the Charged Property and no debentures, debenture stock or loan capital shall be created or issued and generally no monies shall be borrowed or raised or the payment thereof secured in any manner of way by us or any of our subsidiary companies;
- (C) (i) the whole Charged Property belonging to us shall be insured and kept insured for their full replacement value against loss by fire and such other risks as HO(I)L may require, the relative Policy or Policies being endorsed or noted with reference to the interest of HO(I)L as HO(I)L may require, and we shall produce to HO(I)L if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which HO(I)L may

at our expense effect or renew any such insurances as HO(I)L shall deem fit, and

(ii) all monies which may at any time be received or receivable under any such insurance or insurances or any other insurance covering any of the Charged Property against such risks as aforesaid shall be applied in replacing, restoring or reinstating the Charged Property destroyed or damaged unless HO(I)L shall otherwise consent in writing;

(D) except with the written consent of HO(I)L no part of the Charged Property shall be sold or otherwise disposed of and no lease or sub-lease shall be granted of any of heritable, real or leasehold property of us comprised in the Charged Property, and no Charged Property shall be sold or otherwise disposed of unless in the ordinary course of our business;

(E) no uncalled capital shall be called up by us or received in advance of calls without the written consent of HO(I)L and every amount received by us in respect of uncalled capital shall be paid by us to HO(I)L and may be applied by HO(I)L in or towards satisfaction of monies hereby secured or intended to be secured;

(F) we shall not make any alteration whatsoever in the type or nature of business being presently carried on by us, and that notwithstanding that such alteration is in conformity with the powers of us in terms of the Memoranda and Articles of Association of us;

(G) any fixed security granted or to be granted by us in favour of HO(I)L shall rank in priority to the Floating Charge hereby created notwithstanding the date or dates of registration; and

(H) except with the written consent of HO(I)L no petition in application for an administration order in relation to us in terms of Part II of the Insolvency Act 1986 shall be presented to court with our agreement or at our instance.

AND we bind and oblige ourselves for the whole expenses of creating and enforcing this security and also for the expenses of any assignation or discharge; And subject as aforesaid we warrant these presents at all hands and against all persons; And we consent to the registration hereof and of any of the foresaid Certificate for preservation and execution IN WITNESS WHEREOF these presents are executed as follows:

By the below director for SMC Manufacturing (UK) Ltd before the following witness on the following date at the following place:

A. Collins

Witness' signature

AMY COLLINS

Full name of witness

Address of witness

BIRKWOOD, TARBAT

INVERGORDON IV18 ONF

APearson

Director's signature

ANDREW PEARSON

Full name of director

12th July 2021

Date of signing

INVERGORDON

Place of signing

This is the Schedule referred to in the Bond and Floating Charge between SMC Manufacturing (UK) Ltd and Highland Opportunity (Investments) Limited relating to the specified Charged Property of SMC Manufacturing (UK) Ltd

The Charged Property

1. Goodwill: all goodwill relating to SMC Manufacturing (UK) Ltd's processing of raw material into a bulk cosmetic, biocidal, laundry, cleaning or other product (**Bulk Manufacturing Business**)
2. Contracts: all contracts, arrangements and other commitments entered into by or on behalf of the Seller in connection with the Assets and Bulk Manufacturing Business and which remain to be performed (in whole or in part) at the Transfer Date, including, without limiting the generality of the foregoing, the following contracts:
 - a. Supply of Goods Agreement between SMC Cosmetics (UK) Ltd and Wrimes Cosmetics Ltd, dated 2 December 2020;
 - b. Supply of Goods Agreement between SMC Cosmetics (UK) Ltd and Revolution Beauty Ltd, dated 27 January 2020; and
 - c. Supply Agreement between SMC Cosmetics (UK) Ltd and Nails Inc Limited, dated 20 February 2020.
3. Intellectual property: all copyright in logos; domain names – including <https://smc-cosmetics.com/>; copyright in website content held at the aforementioned domain names; rights in social media accounts; and mailing lists. Plus all relevant buyers, wholesalers, manufacturers and distributors; as well as individuals from trade bodies and other companies/institutions whose work benefits all of the above; and, other organisational knowledge.
4. Confidential information: all information, know-how and techniques (in whatever form held) owned, used or held for use by the Seller in connection with the Charged Property and the Bulk Manufacturing Business.
5. Office equipment: all electronic products including, but not limited to, desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.
6. Lease: the tenant's interest in the lease between Inverbreakie 2020 Limited (as tenant) and Mackenro Properties Limited (as landlord) in respect of ALL and WHOLE the subjects known as Units 1, 2, 3, 4, 7, 8, 9 and 11 Inverbreakie Steading, Invergordon, IV18 0LB dated 29 November 2016 and 2 December 2016 as amended by a minute of variation dated 25 March 2021 and as may be further amended from time to time.
7. Rights against third parties: to the extent that they relate to the Charged Property (to the extent that SMC Manufacturing (UK) Ltd can grant, assign or otherwise transfer such rights), including rights in connection with guarantees, warranties and representations given by third parties concerning goods and services supplied to SMC Manufacturing (UK) Ltd in the course of the Bulk Manufacturing Business to the extent that they relate to the Charged Assets.
8. Plant & machinery: the following assets:
 - a. ATEX forklift
 - b. Pipework Ancillaries
 - c. Mixers
 - d. Lab Equipment
 - e. Handling Equipment
 - f. Compressor Manufacturing
 - g. Water tank and filter
 - h. Scales

9. Stock: the items of stock listed in the below table:

Code	Description	Units / Kgs
MP0100	Butyl Acetate	1941
MP0101	Ethyl Acetate	700
MP0104	Acetyl Tributyl Citrate	400
MP0401	Silica HDK N20 (124708)	30
MP0402	Ace Matt TS100	2
MP0403	CAB 381-0.5	1
MP0515	Almond Oil	150
MP0520	Carbomer ultrez 21	84
MP0523	T.E.A 80%	12
MP0533	Claytone-VZ V XR	14
MP1000	Polyester Resin Coverpol 1311	250
MP1001	Nitrocellulose 1/4	160
MP1002	nitrocellulose 1/2	130
MP1003	D&C Black #2 - Paste 6B1481D	2
MP1005	D&C Red 7 Dark - Paste 6R1339D	6
MP1006	D&C Red 34 - Paste 6R1743	15
MP1042	EFF303184 CHOCOLATE 1	2
MP1047	Micronized TiO2 White Paste 6W1657	18
MP1054	EFF303572 Rosehip & Coriander	2
MP1063	Mifar Poly Miyoshi - white chip	39
MP2200	117863 - Timiron MP1001	4
MP2260	Green Yellow Neon FD20	13
MP2270	OrangeYellow Neon FD22	5
MP2275	Orange Neon FD23	1
MP2285	Red Neon FD25	8
MP2290	Bright Red Neon FD26	2
MP2295	Pink Neon FD27	2
MP2300	Magenta Neon FD28	7
MP2305	Blue Neon FD39	5
MP2318	Metalic Gold Effect N-2000s	5
MP2321	3601/008H HOLOGRAPHIC GLITTER	3
MP2325	Magchrom N-5803K	3
MP2326	Mirinae A-7401S Brilliant Red	4
MP2334	MORPHO BLUE TOYAL	1
MP2342	254030-33PK-3 Cosmetic Hearts	1
MP2344	Emoji Lips	1
MP2358	BLACK THERMO KTP-31-JB	3
MP2359	PINK THERMO KTP-31-BR	1
MP2364	TIMIRON ICE CRYSTAL	1
MP2381	Thermo Sapphire Blue KTP-30-SB	2
MP2389	Aloe Vera EFF305580	1
MP5080	Citric Acid in 10% IPA	10
MP5110	Gel Triple 8 Twelve w/Silica	200
MP6000M	White Colour Sln Mifar Chip	84
MP6020	D&C Red 6 - Traditional Colour Sln	10
MP6030	D&C Red 7 Dk - Traditional Colour Sln	3
MP6040	D&C Red 34 - Traditional Colour Sln	3
MP6050	FD&C Yellow 5 - Traditional Colour Sln	25
MP6060	Cosmetics Iron Blue - Traditional Colour Sln	4

MP6080	D&C Red 7 Lt - Traditional Colour Sln	33
MP8155	Glitter Base (higher viscosity version of MP8115))	670