



Registration of a Charge

Company name: **AGRICULTURAL COMMODITY EXCHANGE LTD**

Company number: **SC465204**



X325AZDX

Received for Electronic Filing: **20/02/2014**

Details of Charge

Date of creation: **18/02/2014**

Charge code: **SC46 5204 0001**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

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

Notification of addition to or amendment of charge.

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:

BARCLAYS BANK PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 465204

Charge code: SC46 5204 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th February 2014 and created by AGRICULTURAL COMMODITY EXCHANGE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2014 .

Given at Companies House, Edinburgh on 20th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

non Account
20-2-2014

Floating Charge

Case Reference : BC/LO/2-2105175445-7995685
2558F Scotland

We AGRICULTURAL COMMODITY EXCHANGE LTD incorporated under the Companies Acts (registered number SC465204) in security of all sums and obligations already due or which may hereafter become due from time to time in any manner of way whatever by us to Barclays Bank PLC having its registered office at 1 Churchill Place, London do hereby grant in favour of the said Barclays Bank PLC and its successors and assignees whomsoever (hereinafter together referred to as "the Bank"), a floating charge over the whole of the property which is, or may be from time to time while this instrument is in force, comprised in our property and undertaking including our uncalled capital for the time being, (all of which are hereinafter referred to as "our assets") And we hereby undertake and agree as follows, *videlicet*:

- First
- (1) Except as herein otherwise provided or as may hereafter be otherwise agreed in writing by the Bank, the floating charge hereby created shall rank in priority to any fixed security as defined in the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force (which Act as so amended or re-enacted is hereinafter referred to as "the said Act") and any other floating charge, being a fixed security or floating charge which shall have been created by us after our execution hereof.
 - (2) Without the previous consent in writing of the Bank we shall not be entitled or at liberty to create or grant any such fixed security or floating charge or any other security, mortgage or charge affecting our assets or any part thereof, heritable, immoveable or moveable, or to sell, dispose of or deal with otherwise than in the ordinary course of our business and for the purpose of carrying on the same, our book or other debts, securities for money or any other part of our assets, heritable, immoveable or moveable, declaring that the sale or other disposal of any part of our heritable or immoveable property and the sale or assignation or other disposal of any such debts or securities in connection with the factoring or discounting thereof shall be deemed not to be in the ordinary course of business.
 - (3) Any such fixed security already subsisting in favour of the Bank or which may at any time hereafter be granted by us in favour of the Bank shall rank in priority to the floating charge hereby created.
 - (4) Any floating charge or fixed security granted or purported to be granted in favour of a person other than the Bank and to which the prior written consent of the Bank is required under (2) above shall, if granted without such consent, rank after and be postponed to the floating charge hereby created.

Second

During the subsistence of the floating charge hereby created we shall, on being so requested by the Bank in writing, forthwith grant in favour of the Bank a fixed security or fixed securities in the usual form or forms adopted by the Bank over any heritable or immoveable property (including freehold and leasehold property) wherever situated which may now or from time to time hereafter belong to us and/or a fixed security or fixed securities in the usual form or forms adopted by the Bank over any book or other debts, securities for money, or any other moveable property, corporeal or incorporeal, which may now or from time to time hereafter belong or be owing to us.

Third

The security created by this instrument shall be a continuing security and shall extend to cover all sums and obligations which may be due by us from time to time to the Bank whether solely or jointly with any company, firm or other person, whether as principal or surety and whether actually or contingently, including, without prejudice to the foregoing generality, sums and obligations for which we are or may become liable to the Bank upon any banking account anywhere operated upon by us or with our authority and upon bills, promissory notes, letters of credit, guarantees and other documents of any kind, and all interest, discount, commission and banking charges.



2558F- Scotland
(UKBSC - Feb 2008 - Enterprise Act)

- Fourth Subject and without prejudice to the provisions of Clause Tenth hereof, the said sums and obligations shall be repaid and satisfied by us to the Bank either upon demand (made by notice in writing either left for or sent by post to us at our registered office or place of business last known to the Bank) or in accordance with any separate agreement, in writing entered into by us with the Bank providing for repayment or satisfaction otherwise than on demand, with the interest due thereon at the rate or rates charged and computed as may be provided in any such separate agreement or otherwise in accordance with the ordinary practice of the Bank from time to time (the Bank being entitled, subject and without prejudice to the provisions of any such separate agreement, to fix such rates of interest and alter the same from time to time and to accumulate the interest yearly, half-yearly or quarter-yearly in the option of the Bank) and also with all expenses and other charges of every kind and description, extra judicial as well as judicial, which the Bank may incur.
- Fifth A stated account made out from the books of the Bank and subscribed by any signing official authorised by the Bank at its Head Office or any of its Local Head offices or at any of its Branch Offices and certifying the gross amount of principal, interest, charges and expenses due by us to the Bank shall, with reference hereto, be sufficient without any other voucher or authority to constitute or ascertain from time to time the sum or sums, principal, interest, charges and expenses which may be or may become due by us to the Bank.
- Sixth It shall be in the power of the Bank, at its own discretion and without consulting us, to transact or compromise with or give time to any of the parties on bills, promissory notes or other obligations without impairing or affecting our liability hereunder and the security created by this instrument shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security, heritable, immoveable or moveable, or guarantees or other obligations held by the Bank for any sums and obligations due or to become due by us to the Bank from time to time, it being always in the power of the Bank to sell, dispose of, surrender or abandon all or any part of such securities or the shares or property to which they relate or allow these to be sold, disposed of, surrendered or abandoned and to apply the same to any account or item of account or any transaction to which the same may be applicable or to give up, cancel or relinquish any of the said guarantees or other obligations and the 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 or guarantees had ever existed.
- Seventh
- (1) At all times during the subsistence of the security created by this instrument we shall keep all buildings, machinery, fixtures, fittings, trade utensils and the like, which may from time to time form part of our assets in a good state of repair and in proper working order and condition and constantly insured against loss or damage by fire and other similar risks, to the extent of their reinstatement value for the time being with such Insurance company or companies as shall be approved by the Bank, the Bank having the right at any time upon giving prior notice to enter any premises belonging to us to view their state of repair and condition.
 - (2) We shall likewise keep all raw materials, stock-in-trade, work-in-progress and moveable property belonging to us similarly insured.
 - (3) All premiums necessary for such insurances shall be punctually paid by us and the receipts therefor regularly exhibited to the Bank within eight days after the same shall respectively fall due in each year and the policy or policies relative to such insurances shall be endorsed or noted with reference to the interest of the Bank and (if the Bank so requires) we shall produce to or deposit with the Bank all such policies.
 - (4) No part of any buildings shall be pulled down or removed nor any of the plant and machinery, fixtures, fittings, trade utensils and the like severed, unfixed or

removed except for the purpose of effecting necessary repairs thereto and further as and when any of the said plant and machinery, fixtures, fittings, trade utensils and the like are destroyed, injured or in a state of deterioration we shall forthwith repair, replace and make good the same.

- (5) All moneys which may be received under or by virtue of any insurance policy or policies shall be applied by us in making good the loss or damage in respect of which such moneys may have been received or (in the option of the Bank and without prejudice to any obligation in the policy or policies of insurance or to any other obligation having priority to the obligations imposed by these presents) in discharge or reduction of the sums and obligations hereby secured.
- (6) In the event of our refusing or neglecting to keep in force such insurances or to exhibit to the Bank the receipts for the premiums therefor or to produce or deposit (if required) the policy or policies relative to such insurances, the Bank shall be entitled to effect such insurances as it may think proper over the said buildings and others and we shall forthwith on demand repay to the Bank the amount of such premiums so paid together with interest thereon at the rate or rates aforesaid.

- Eighth We shall provide the Bank with an annual balance sheet and profit and loss account within three months of the end of our financial year and from time to time such other financial information about our assets and liabilities as the Bank may require and shall maintain our assets at a value from time to time set down by the Bank and notified to us in writing.
- Ninth We shall not be entitled to let or grant leases or sub-leases or other rights of occupancy or possession or use of the buildings or land forming part of our assets or any part thereof nor to create or confer any servitudes or wayleaves or other rights against or affecting such buildings or land or any part thereof without having first obtained the consent thereto of the Bank in writing.
- Tenth The sums and obligations due and to become due by us to the Bank as before mentioned shall, without any demand being made therefor, also fall to be repaid or satisfied to the Bank immediately upon the occurrence of any of the following events:
 - (a) on our stopping payment or ceasing to carry on our business;
 - (b) on any step or proceeding being taken for the appointment of an administrator, liquidator or provisional liquidator of us; or
 - (c) on a receiver of our assets or any part thereof being appointed.
- Eleventh As at the date or dates upon which any of the said sums and obligations shall fall to be repaid or satisfied to the Bank as provided in Clauses Fourth and Tenth hereof respectively, or at any other time and from time to time thereafter, it shall be competent to the Bank in its option (1) to capitalise the interest, discount, commission and banking charges then accrued or outstanding and all sums of principal (including any such interest and others so capitalised) shall bear interest computed as aforesaid as well after as before any decree obtained by the Bank for the said sums and (2) if the Bank shall have more than one account for us in its books, to transfer all or any part of a credit balance on any account to any other account then in debit and to do so without prior notice to us and subject only to notifying us of any such transfer having been made.
- Twelfth (1) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this floating charge. At any time after any of the said sums and obligations shall fall to be repaid or satisfied to the Bank as aforesaid or after the Bank shall have been requested by us in writing so to do, the Bank shall, where permissible by law, be entitled to appoint an administrator of us or have power by instrument in writing to appoint any person or persons whether an officer or officers of the Bank or not to be a Receiver or Receivers of our assets, and 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.

- (2) Every Receiver appointed by the Bank shall be our agent and we shall be solely responsible for his acts or defaults and for his remuneration.
- (3) Every Receiver so appointed shall have the powers conferred on Receivers by Part III of the said Act in Scotland and, so far as not inconsistent with applicable law, elsewhere and in addition and without prejudice to these powers shall have power to exercise any rights which may be available to us by virtue of any security granted in our favour.

Thirteenth

At any time after any of the said sums and obligations shall fall to be repaid or satisfied as aforesaid or after any power conferred by any fixed security or floating charge ranking in priority to the floating charge hereby created shall become exercisable, the Bank shall have power in its sole discretion to redeem or to procure the transfer to themselves of that fixed security or floating charge or any other fixed security or floating charge so ranking in priority and all sums paid by the Bank in consideration of such redemption or transfer shall be at our debit on current account and repayable by us as provided for other sums and obligations in Clauses Fourth and Tenth hereof and shall from the date of payment thereof by the Bank bear interest at the rate or rates charged and computed as aforesaid.

Fourteenth On repayment to the Bank of the said sums and satisfaction of the said obligations together with all interest thereon and charges and expenses in connection therewith, the Bank shall on our request and at our expense discharge the security created by this instrument and discharge or release any other security granted by us to the Bank in virtue of Clause Second hereof and held by the Bank at the time.

In Witness whereof these presents consisting of this and the four preceding pages are subscribed for us and on our behalf at: (place) on the (date) 18.2.2014

by

Signature

Full Name

DAVID ARCHIBALD SEED

Director

and

Signature

Full Name

SANDRA JANE SEED

Director/Company Secretary
(within the meaning of
Section 283(1) of the
Companies Act 1985).