



Registration of a Charge

Company name: **THE HALO KILMARNOCK LIMITED**

Company number: **SC536157**



X8FTZ15E

Received for Electronic Filing: **11/10/2019**

Details of Charge

Date of creation: **02/10/2019**

Charge code: **SC53 6157 0004**

Persons entitled: **SCOTTISH ENTERPRISE**

Brief description:

Contains fixed 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 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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 536157

Charge code: SC53 6157 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd October 2019 and created by THE HALO KILMARNOCK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2019 .

Given at Companies House, Edinburgh on 14th October 2019

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

EXECUTION VERSION

BANK ACCOUNT CHARGE

by

THE HALO KILMARNOCK LIMITED

(as Chargor)

In favour of

SCOTTISH ENTERPRISE

(as Lender)

BRODIES LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: MPST/WGJK/SCO92.184

CERTIFIED A TRUE
COPY SAVE FOR THE
MATERIAL REDACTED
PURSUANT TO S859G
OF THE COMPANIES
ACT 2006

[Signature]
BRODIES LLP
Solicitors

8/10/2019

Ref: MKES/50092.184

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Bank Account Charge is delivered on 2 October 2019

BANK ACCOUNT CHARGE BY

- (1) **THE HALO KILMARNOCK LIMITED**, a company incorporated in Scotland with registered number SC536157 and having its registered office at c/o Macdonald Henderson Limited, 94 Hope Street, Glasgow, Scotland, G2 6PH (the "Chargor");

In favour of

- (2) **SCOTTISH ENTERPRISE**, established under the Enterprise and New Towns (Scotland) Act 1990 and having its principle place of business at Atrium Court, 50 Waterloo Street, Glasgow G2 6HQ (the "Lender").

CONSIDERING THAT:

- (A) the Lender has agreed to make a loan facility available to the Chargor under the Facility Agreement (as defined below);
- (B) one of the conditions precedent to the availability of the facility referred to in paragraph (A) above is that the Chargor grants to the Lender this Charge.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Charge:

"Account Bank" means Barclays Bank plc, [REDACTED]

"Charge" means this bank account charge;

"Facility Agreement" means the facility agreement between the Chargor and the Lender dated 11 September 2019;

"Income Account" has the meaning given to that term in Part 2 of the Schedule;

"Mandatory Prepayment Account" has the meaning given to that term in Part 2 of the Schedule;

"Restricted Accounts" means the Income Account and the Mandatory Prepayment Account and includes:

- (a) If there is a change of Account Bank in accordance with the Finance Documents, any account into which all or part of a credit balance from any such account is transferred; and

- (b) any account which is a successor to any such account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from any such account is transferred for investment or administrative purposes;

"Schedule" means the schedule in 2 parts annexed and executed as relative to this Charge;

"Secured Liabilities" means any and all monies and obligations due, owing or incurred by the Chargor to the Lender in any manner and in any currency or currencies, whether present or future, actual or contingent, incurred alone or jointly with any other person and whether as principal, guarantor, cautioner or surety including interest, costs, charges and expenses incurred by the Lender in respect of those monies or obligations; and

"Security Assets" has the meaning given to that term in Clause 4 (*Creation of Security*).

1.2 Interpretation

- 1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Charge, the same meaning in this Charge.
- 1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Charge as though they were set out in full in this Charge *mutatis mutandis* except that references to the Facility Agreement are to be construed as references to this Charge.
- 1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.2.4 Where there is any conflict between the terms of this Charge and the terms of the Facility Agreement and/or where the terms of this Charge are more onerous on the Chargor than the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.

2 THIRD PARTY RIGHTS

A person who is not a party to this Charge has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Charge.

3 COVENANT TO PAY

The Chargor undertakes to the Lender that it will pay and discharge all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

4 CREATION OF SECURITY

The Chargor as security for the payment and discharge of all the Secured Liabilities hereby pledges and assigns to and in favour of the Lender its whole right, title and interest in and to the Restricted Accounts, the monies standing to the credit of the Restricted Accounts and the debts represented thereby (the "Security Assets").

5 INTIMATION

5.1 The Chargor undertakes forthwith to intimate this Charge to the Account Bank and such other relevant third party as the Lender shall reasonably require in the form set out in the draft letter of intimation in Part 1 of the Schedule and shall provide the Lender with such evidence of intimation as the Lender shall reasonably require.

5.2 The Chargor undertakes to use reasonable endeavours to procure that the Account Bank and such other relevant third party as may have received an intimation pursuant to Clause 5.1 acknowledge receipt of the intimation of this Charge in the form set out in the draft form of acknowledgement in Part 1 of the Schedule and shall on receipt of any such acknowledgement provide the Lender with a copy of such acknowledgement.

6 NEGATIVE PLEDGE

The Chargor agrees that it shall be prohibited from granting or creating subsequent to the date of execution of this Charge any floating security or any other fixed charge over the Security Assets or any part thereof, other than (i) in favour of the Lender or in favour of another person and with the prior written consent of the Lender, and/or (ii) Permitted Security.

7 NOTICE OF SUBSEQUENT CHARGE

If the Lender receives notice of any subsequent charge or other interest affecting all or any part of the Security Assets the Lender may open a new account or accounts in the name of the Chargor and, if or insofar as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Lender shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Lender at the time the notice was received.

8 WARRANTIES

8.1 The Chargor warrants to the Lender that:

8.1.1 Part 2 of the Schedule sets out full, complete and accurate details of the Restricted Accounts;

8.1.2 It has the necessary power to enter into and perform its obligations under this Charge;

- 8.1.3 subject to the Legal Reservations, this Charge constitutes its legal, valid, binding and enforceable obligations;
- 8.1.4 this Charge does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound; and
- 8.1.5 all necessary authorisations and consents to enable the Chargor to enter into this Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Charge.

9 OPERATION OF ACCOUNT

9.1 Interest

All interest accruing on any amounts from time to time standing to the credit of a Restricted Account shall, unless otherwise agreed in writing by the Lender, be credited to that Restricted Account.

9.2 Signing rights

- 9.2.1 Subject to the terms of clause 16.2 (*Income Account*) the Facility Agreement, the Lender and the Borrower shall have co-signing rights in relation to the operation of the Income Account.
- 9.2.2 The Lender shall have sole signing rights in relation to the operation of the Mandatory Prepayment Account.

9.3 Restriction on withdrawals

Until the Secured Liabilities have been irrevocably paid or discharged in full, the Chargor shall not, unless expressly permitted by the Facility Agreement or otherwise agreed by the Lender in writing, be entitled to withdraw any amount standing to the credit of a Restricted Account.

10 ENFORCEMENT

The security created by or pursuant to this Charge shall become immediately enforceable if an Event of Default has occurred and is continuing.

11 POWERS ON ENFORCEMENT

- 11.1 At any time after this Charge has become enforceable the Lender shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to the Security Assets which could have been exercised by the Chargor, including:

11.1.1 power to receive all or any money payable in respect of or in connection with the Security Assets or any part thereof; and

11.1.2 power to negotiate, compromise and/or agree any dispute arising in connection with the Security Assets.

11.2 The Lender may exercise any of the powers referred to in this Charge in such manner and to such extent as the Lender considers appropriate.

11.3 The Lender shall not be liable to account to the Chargor except in respect of the actual receipts of the Lender and shall not be liable to the Chargor for any loss as a result of the exercise by the Lender of any power conferred by this Charge.

12 APPLICATION OF ENFORCEMENT PROCEEDS

12.1 All monies received by the Lender under or by virtue of this Charge following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or pari passu with the claims of the Lender under this Charge, in the order and manner specified by the Facility Agreement notwithstanding any purported appropriation by the Chargor.

12.2 Nothing contained in this Charge shall limit the right of the Lender (and the Chargor acknowledges that the Lender is so entitled) if and for so long as the Lender, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Charge into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

13 PROTECTION OF SECURITY

13.1 The security created by and any security interest constituted pursuant to this Charge shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

13.2 The security created by and any security interest constituted pursuant to this Charge shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Liabilities.

13.3 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Charge or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any

single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Charge and any such other document are cumulative and not exclusive of any right or remedies provided by law.

- 13.4 Each of the provisions in this Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Charge shall not in any way be affected or impaired by that occurrence.
- 13.5 Neither the security created by, nor any security interest constituted pursuant to, this Charge nor the rights, powers, discretions and remedies conferred upon the Lender by this Charge or by law shall be discharged, impaired or otherwise affected by reason of:
- 13.5.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - 13.5.2 the Lender compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or
 - 13.5.3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Chargor from the Secured Liabilities; or
 - 13.5.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.
- 13.6 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Charge or by law, to:-
- 13.6.1 take any action or obtain judgement or decree in any court against the Chargor; or
 - 13.6.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or
 - 13.6.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of any of the Chargor's obligations to the Lender.

14 FURTHER ASSURANCE

The Chargor shall execute and deliver any further instruments and documents and do all such assurances, acts and things as the Lender may require for perfecting or protecting the security created by or pursuant to this Charge over the Security Assets or (following the occurrence of an Event of Default which is continuing) for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Lender by this Charge and shall in particular (but without limitation) promptly after being requested to do so by the Lender, execute all assignments and transfers (in favour of the Lender) of Security Assets which come into existence after the date of this Charge and give all notices, orders and directions which the Lender may think expedient for the purposes specified in this Clause 14.

15 SET-OFF

15.1 Following the occurrence of an Event of Default which is continuing, the Chargor authorises the Lender to apply any credit balance (then due) to which the Chargor is at any time entitled on any account or accounts with the Lender towards satisfaction of the Secured Liabilities. If such balances are in different currencies, the Lender may convert either balance at the market rate of exchange for the purpose of the set-off.

15.2 The Lender shall not be obliged to exercise its rights under this Clause 15.1, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

16 MANDATE AND ATTORNEY

16.1 The Chargor hereby irrevocably appoints the Lender to be its mandatary and attorney for it and on its behalf and in its name or otherwise and as such to create or constitute any deed, or to make any alteration or addition or deletion in or to, any documents which the Lender may require for perfecting or protecting the title of the Lender to the Security Assets or for vesting any of the Security Assets in the Lender or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Lender on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Lender of all or any of the Security Assets.

16.2 The appointment effected under Clause 16.1 shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing or if the Chargor does not fulfil any of its obligations under Clause 14 (*Further Assurance*) within 10 Business Days of notice from the Lender to do so.

- 16.3 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatory or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 16.

17 NOTICES

All notices, requests, demands and other communications to be given under this Charge shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 28 (*Notices*) of the Facility Agreement shall apply *mutatis mutandis* to this Charge as though that clause were set out in full in this Charge.

18 INDEMNITY

Subject to the terms of the Facility Agreement, the Lender and every attorney, manager, agent or other person appointed by the Lender in connection with this Charge shall be entitled to be indemnified out of the Security Assets in respect of all liabilities and expenses incurred by it in the execution or purported execution of any of the powers, authorities or discretions vested in it pursuant to this Charge and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Security Assets and the Lender may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Charge.

19 LIABILITY OF LENDER

The Lender shall not in any circumstances be liable to the Chargor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Charge or any realisation, appropriation or application of the Security Assets or from any act, default or omission of the Lender, or its officers, employees or agents in relation to the Secured Assets or otherwise in connection with this Charge, except to the extent caused by the fraud, gross negligence, wilful neglect or default of the Lender or its officers, employees or agents.

20 AVOIDANCE OF PAYMENTS

Any amount which has been paid by the Chargor to the Lender and which is, in the opinion of the Lender, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Chargor shall not be regarded as having been irrevocably paid for the purposes of this Charge.

21 THIRD PARTY PROTECTION

- 21.1 No person (including a purchaser) dealing with the Lender or its or his agents will be concerned to enquire:

21.1.1 whether the Secured Liabilities have become payable;

21.1.2 whether any power which the Lender is purporting to exercise has become exercisable or is being properly exercised;

21.1.3 whether any money remains due under the Finance Documents; or

21.1.4 how any money paid to the Lender is to be applied

22 ASSIGNATION OF RIGHTS/OBLIGATIONS

22.1 The Lender may at any time assign or transfer any of its rights and/or obligations under this Charge.

22.2 The Chargor may not assign or transfer any of its rights and/or obligations under this Charge.

23 RELEASE

Once the Secured Liabilities have been paid or discharged in full, the Lender shall, at the request and reasonable cost of the Chargor, take any action which is necessary to release the security created (or expressed to be created) by this Charge and execute and deliver such further deeds and documents as the Chargor may reasonably require to give effect to this Clause 23.

24 COUNTERPARTS

24.1 This Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Charge.

24.2 Where executed in counterparts:

24.2.1 this Charge will not take effect until each of the counterparts has been delivered; and

24.2.2 where any counterpart is being held as undelivered, delivery will take place only when the date of delivery is agreed between the parties after execution of this Charge.

25 GOVERNING LAW AND JURISDICTION

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

25.2 The Scottish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Charge (including a dispute relating to non-contractual obligations arising from or in connection with this Charge or a dispute regarding the existence, validity or termination of this Charge) (a "Dispute").

25.3 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Charge will argue to the contrary.

25.4 This Clause 25 is for the benefit of the Lender only. 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 (while taking account of the provisions of Clause 25.3 above).

26 CERTIFICATES AND CONSENT TO REGISTRATION

26.1 A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest or proven error, conclusively determine the Secured Liabilities at any relevant time.

26.2 The Chargor hereby consents to the registration of this Charge and of any certificate referred to in Clause 26.1 for preservation and, on and after the enforcement of the security hereby granted, execution.

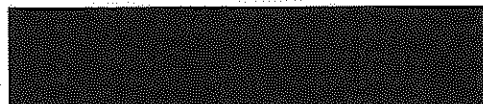
IN WITNESS WHEREOF these presents consisting of this, the preceding 9 pages and the Schedule are executed as follows and are delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date set out on page 1 of this Charge:

THE ASSIGNOR

For and on behalf of THE HALO KILMARNOCK LIMITED by



signature of witness



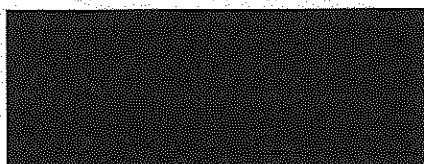
signature of director/authorised signatory

FRASER MORRISON

full name of above (print)



full name of above (print)



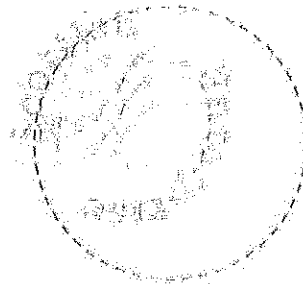
Address of witness

02/10/2019

date of signing

GLASSGOW

place of signing

THE LENDERSealed with the common seal of **SCOTTISH ENTERPRISE**and subscribed for and on behalf of **SCOTTISH ENTERPRISE** by:

signature of witness (if common seal not used)

signature of authorised signatory

full name of above (print)

CATHERINE MARY CORN
full name of above (print)1ST OCTOBER 2019
date of signing

Address of witness

GLASGOW
place of signing

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING BANK ACCOUNT CHARGE BY THE
HALO KILMARNOCK LIMITED IN FAVOUR OF SCOTTISH ENTERPRISE**

SCHEDULE

PART 1

Form of Notice to Account Bank

Barclays Bank plc
[Address]

Attn: []

Date:

Dear Sirs,

Re: security over Accounts (as defined below)

1 We refer to the following accounts (together the **Accounts**):

1.1 Income Account (the **Income Account**)

Account Number:

Sort Code:

Branch Address:

1.2 Mandatory Prepayment Account (the **Mandatory Prepayment Account**)

Account Number:

Sort Code:

Branch Address:

2 We give you notice that by a bank account charge between ourselves as Chargor and Scottish Enterprise (the **Lender**) we have pledged and assigned our whole right, title, interest and benefit in and to the Accounts, the monies standing to the credit of the Accounts and the debts represented thereby (the **Bank Account Charge**).

3 We irrevocably instruct and authorise you to:

3.1 disclose to the Lender any information relating to an Account requested from you by the Lender;

3.2 comply with the terms of any written notice or instruction relating to an Account received by you from the Lender;

3.3 hold all sums standing to the credit of the:

3.3.1 Mandatory Prepayment Account (including interest accrued on the Mandatory Prepayment Account) to the order of the Lender;

3.3.2 Income Account (including interest accrued on the Income Account) to the order of the Lender following written notice from the Lender that we no longer have co-signing rights in respect of the Income Account.

4 We are not permitted to withdraw any amount from the Mandatory Prepayment Account without the prior written consent of the Lender.

5 We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

6 This notice is governed by the laws of Scotland.

Please acknowledge receipt of this notice and your acceptance of its contents by signing the attached acknowledgement and returning it to the Lender. A certified true copy of the Bank Account Charge is annexed.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

Yours faithfully

For and on behalf of THE HALO KILMARNOCK LIMITED

Form of Acknowledgement from Account Bank

Scottish Enterprise
Atrium Court
50 Waterloo Street
Glasgow
G2 6HQ

Attention: [Allan McQuade – Director of Business Infrastructure]

Date:

Dear Sirs,

Re: security over Accounts

We acknowledge receipt of a notice dated and addressed to us by The Halo Kilmarnock Limited (the **Chargor**) regarding the Accounts (as defined in the notice) mentioned in such notice and we accept the instructions and authorisations contained in such notice.

We acknowledge and confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Chargor under or in respect of the Accounts (as defined in the notice);
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account (as defined in the notice); and
- (d) will not permit any amount to be withdrawn from:
 - (i) the Mandatory Prepayment Account (as defined in the notice); and
 - (ii) the Income Account (as defined in the notice) following receipt of written notice from the Lender that the Chargor no longer has signing rights in respect of the Income Account,

in each case without the prior written consent of the Lender to the contrary.

This letter is governed by the laws of Scotland.

Yours faithfully

.....
For and on behalf of
Barclays Bank plc

PART 2

RESTRICTED ACCOUNTS

Restricted Account Name	Account Holder	Branch Address	Account Number	Sort Code
Income Account	The Halo Kilmarnock Limited			
Mandatory Prepayment Account	The Halo Kilmarnock Limited			