Company name: GERBER LANDA & GEE LIMITED
Company number: SC447990

Received for Electronic Filing: 20/12/2017

Details of Charge

Date of creation: 15/12/2017
Charge code: SC44 7990 0003
Persons entitled: THOMAS HUGHES
Brief description:
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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: STEPHEN ROSS GRANT
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 447990

Charge code: SC44 7990 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 15th December 2017 and created by GERBER LANADA & GEE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2017.

Given at Companies House, Edinburgh on 20th December 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006.
BOND AND FLOATING CHARGE

by

GERBER LANDA & GEE LIMITED

in favour of

THOMAS HUGHES

Wright Johnston & Mackenzie LLP
Solicitors
302 St Vincent Street
Glasgow G2 5RZ

(Ref: G.2312.1/GB)
WE, GERBER LANDA & GEE LIMITED incorporated under the Companies Acts and registered in Scotland with Company Number SC447990 and having our registered office at Pavilion 1 Finnieston Business Park, Minerva Way, Glasgow, United Kingdom, G3 8AU Do HEREBY BIND and OBLIGE ourselves to pay upon demand to THOMAS HUGHES ("the Lender") of 11 Kelvindale Court, Glasgow G12 0JG or his assignees or successors all sums of money which now are or which may at any time or from time to time be or become due to the Lender by us; AND IN SECURITY of the said sums of money above mentioned WE DO HEREBY GRANT in favour of the Lender or his assignees or successors a FLOATING CHARGE over the whole of the property which is or may be from time to time while this security is in force comprised in our property and undertaking which Floating Charge shall be a "qualifying floating charge" to which paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies 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 hereby created save (1) as may otherwise be previously agreed in writing by the Lender (2) as specified in the Schedule contained herein and (3) save in favour of the Lender; AND WE UNDERTAKE to procure that while this security is in force: -

(A) when required by the Lender such specific or fixed security or charge over the whole or any of the property of us or our subsidiary companies as shall be required by the Lender shall be granted in favour of the Lender or as the Lender shall direct;

(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 hereby created (save as aforesaid):-

(1) the security referred to in the Schedule Part 1 will have priority over and rank prior to the Floating Charge hereby created;
(2) the security referred to in the Schedule Part 2 will rank equally with the
Floating Charge hereby created (with the respective secured debts ranking
pari passu pro rata);

(3) unless with the written consent of the Lender we shall not create or allow to
come into being any security or charge upon any part of the property
(including heritable, real and leasehold property wherever situated) assets,
undertaking or uncalled capital of us or any of our subsidiary companies 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 property and corporeal assets belonging to us and our subsidiary
companies shall be insured and kept insured for their full replacement value
against loss by fire and such other risks as the Lender may require, the
relative Policy or Policies being endorsed or noted with reference to the
interest of the Lender as the Lender may require, and we shall produce to the
Lender if so required, within fifteen days after their becoming due and payable
receipts for any current premiums, failing which the Lender may at our
expense effect or renew any such insurances as the Lender 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 property
and corporeal assets of us or our subsidiary companies against such risks as
aforesaid shall be applied in replacing, restoring or reinstating the property or
assets destroyed or damaged unless the Lender shall otherwise consent in
writing;

(D) except with the written consent of the Lender no part of the heritable, real or
leasehold property of us or any of our subsidiary companies shall be sold or
otherwise disposed of and no lease or sub-lease for a period exceeding three
years shall be granted of any of the heritable, real or leasehold property of us or any of our subsidiary companies, and no other property or asset of us or any of our subsidiary companies shall be sold or otherwise disposed of unless in the ordinary course of our business or the business of any of our subsidiary companies;

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

(F)  in fortification of this security and any further securities in favour of the Lender the titles to all our heritable, real and leasehold property (so far as these are in our possession or within our control) and the documents of title to such of our incorporeal moveable property to which there is a document of title shall be deposited with the Lender at any time if the Lender so requires;

(G)  neither we nor any other subsidiary Company shall make any alteration whatsoever in the type or nature of business being presently carried on by us or them respectively, and that notwithstanding that such alteration is in conformity with the powers of us or any of our subsidiary companies in terms of the respective Memoranda and Articles of Association of us or them;

(H)  any fixed security granted or to be granted by us in favour of the Lender shall rank in priority to the Floating Charge hereby created notwithstanding the date or dates of registration;

(I)  except with the written consent of the Lender 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
except with the written consent of the Lender we will not file documents with
the court for the appointment of an administrator or give notice of intention to
appoint an administrator (by us or by our directors).

AND IT IS HEREBY PROVIDED AND DECLARED:-

FIRST That a Certificate signed by the Lender shall be sufficient 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 the Lender 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 consignation.

SECOND That nothing herein contained shall prejudice or affect any other securities
which the Lender already hold or may hereafter hold for any sum or sums due
or which may after the date hereof become due by us to the Lender over any
other property belonging to us, it being always in the power of the Lender 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 the Lender without prejudice to its 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, subject to having given fourteen days notice in writing of intention to do
so to the holder of the security referred to in Part 1 of the Schedule, the
Lender shall be entitled to appoint an Administrator or Administrators under the Insolvency Act, 1986 on the occurrence of any one or more of the following events:-

1. At any time after the making by the Lender 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, the Lender) 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 the Lender and us relative to financial accommodation made available by the Lender;

4. The events specified in paragraph (a), (b), (c) and (d) of Sub-section (1) of Section 52 of the Insolvency Act, 1986 which in terms of that section would have entitled the Lender to appoint a Receiver;

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.

6. The appointment of an administrator, the filing of documents with the court for the appointment of an administrator and the giving of a notice of intention to appoint an administrator by us or by our directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986).

7. Following a written request by us to do so.
FIFTH
That the Lender may in like manner appoint any person or persons to be an Administrator or Administrators in place of any Administrator removed by the Court or otherwise ceasing to act and every Administrator appointed by the Lender shall be our Agent and we shall be solely responsible for his acts or defaults and for his remuneration.

SIXTH
Any Administrator so appointed by the Lender shall have the powers conferred on Administrators by the Insolvency Act, 1986 as amended 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 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;

Schedule
Part 1
Bond and Floating Charge granted by us in favour of Bank of Scotland plc on 14th March 2016 and registered in the Company Register of Charges on 16th March 2016.

Part 2
Bond and Floating Charge granted by us in favour of Henry Clark Seddon today and to be registered in the Company Register of Charges.
And we consent to the registration hereof and of any of the foresaid Certificate for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding six pages are executed as follows:

on behalf of Gerber Landa & Gee Limited by one of its Directors at on 15th December 2017 before the following witness:

[Signature]
Witness

[Full Name]

[Address]

[Director]

[Print Name]