



**Registration of a Charge**

Company name: **MATTHEW CLARK (HOLDINGS) LIMITED**

Company number: **06133835**



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Received for Electronic Filing: **16/10/2015**

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**Details of Charge**

Date of creation: **07/10/2015**

Charge code: **0613 3835 0006**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6133835

Charge code: 0613 3835 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th October 2015 and created by MATTHEW CLARK (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2015 .

Given at Companies House, Cardiff on 19th October 2015

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

**(1) MATTHEW CLARK (HOLDINGS) LIMITED**

in favour of

**(2) THE ROYAL BANK OF SCOTLAND PLC**

as Security Agent

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**SHARE PLEDGE**  
**Re shares in Matthew Clark (Scotland) Limited**

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**Pinsent Masons**

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## SHARE PLEDGE by

- (1) **MATTHEW CLARK (HOLDINGS) LIMITED** incorporated in England and Wales (Company Number 06133835) whose registered office is at Accolade House The Guildway, Old Portsmouth Road, Guildford GU3 1LR (the "Pledgor")  
  
in favour of
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (the "Security Agent") as agent and trustee for itself and each of the Secured Finance Parties (as defined below)

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Security unless the context requires otherwise:-

"Additional Shares"	means any shares in the Company (other than the Existing Shares) including any such shares comprised in Related Rights, at any time hereafter beneficially owned by the Pledgor
"Appropriated Value(s)"	means the value(s) at which the Pledged Assets are appropriated (in whole or part) in or towards payment or satisfaction of the Secured Liabilities pursuant to Clause 6.1.2
"Company"	means the company specified in the Schedule
"Declared Default"	means an Event of Default which has resulted in the TAR Agent exercising any of its rights under clause 26.18 ( <i>Acceleration</i> ) of the TAR Facilities Agreement
"Default Rate"	means the rate specified in clause 12.3 ( <i>Default interest</i> ) of the TAR Facilities Agreement
"Event of Default"	has the meaning given to that term in the TAR Facilities Agreement
"Existing Shares"	means the shares in the Company specified in columns 4 and 5 of the Schedule
"Group"	has the meaning given in the Intercreditor Agreement
"Intercreditor Agreement"	has the meaning given to that term in the TAR Facilities Agreement
"Parent"	means Conviviality Retail Plc, a public limited company incorporated in England and Wales with company number 05592636
"Pledged Assets"	means the Existing Shares, the Additional Shares and the Related Rights

<b>"Related Rights"</b>	means all dividends, interest, distributions and other rights of whatever nature now or hereafter payable on or arising or accruing in respect of the Shares including, without limiting that generality, all shares or other securities (and dividends, interest, distributions and other rights relating thereto) offered or otherwise arising or accruing by way of redemption, bonus, substitution, exchange or otherwise in respect of the Shares
<b>"Schedule"</b>	means the Schedule annexed as relative to this Security
<b>"Secured Finance Documents"</b>	has the meaning given to "TAR Finance Documents" in the Intercreditor Agreement (each being a "Secured Finance Document")
<b>"Secured Finance Parties"</b>	has the meaning given to the term "TAR Secured Parties" in the Intercreditor Agreement (each being a "Secured Finance Party")
<b>"Secured Liabilities"</b>	means all monies and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Security Obligor to any Secured Finance Party under the Secured Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity
<b>"Security Obligor"</b>	has the meaning given in the Intercreditor Agreement
<b>"Security Period"</b>	means the period beginning on the date of this Security and ending on the date which:- <ul style="list-style-type: none"> <li>(a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and</li> <li>(b) no Secured Finance Party has any further commitment, obligation or liability under or pursuant to the Secured Finance Documents</li> </ul>
<b>"Shares"</b>	means the Existing Shares and the Additional Shares
<b>"TAR Agent"</b>	has the meaning given in the Intercreditor Agreement
<b>"TAR Facilities Agreement"</b>	means the facilities agreement dated 7 September 2015 between, amongst others, the Parent, the TAR Agent and the Security Agent, as amended, supplemented, novated, extended or restated from time to time
<b>"the Regulations"</b>	means the Financial Collateral Arrangements (No 2) Regulations 2003
<b>"this Security"</b>	means these presents, (including the Schedule) as amended, supplemented, novated, extended or restated from time to time

## 1.2 Facilities Agreement definitions

In this Security, unless the context requires otherwise, terms defined in clause 1.1 (*Definitions*) of the TAR Facilities Agreement shall have the same meaning in this Security.

## 1.3 Interpretation

1.3.1 The provisions of clause 1.2 (*Construction*) of the TAR Facilities Agreement and clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply *mutatis mutandis* to this Security as if set out in full herein; and

1.3.2 In this Security, references to a "**fixed security**" mean a fixed security as defined by Section 486 of the Companies Act 1985.

#### 1.4 **Headings**

The table of contents and the headings in this Security are included for convenience only and shall be ignored in construing this Security.

#### 1.5 **Intercreditor Agreement**

1.5.1 If there is any conflict or inconsistency between the provisions of this Security and the provisions of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail.

1.5.2 This Security is subject to the terms of the Intercreditor Agreement.

1.5.3 The provisions of the Intercreditor Agreement shall apply to the Security Agent's rights and duties and the resignation of the Security Agent as if set out in this Security.

### 2. **SECURITY**

#### 2.1 **Payment**

The Pledgor undertakes to the Security Agent that it will pay and discharge the Secured Liabilities in accordance with the TAR Facilities Agreement and the other Secured Finance Documents.

#### 2.2 **Security**

In security for the payment and discharge of the Secured Liabilities the Pledgor hereby:-

2.2.1 pledges and assigns the Existing Shares and Related Rights to which it is entitled at the date hereof to the Security Agent on the terms and conditions specified in this Security; and

2.2.2 undertakes to pledge and assign any Additional Shares and Related Rights to which it becomes entitled after the date hereof to the Security Agent in accordance with the provisions of this Security and in substantially the same form as this Security (or such other form as the Security Agent may approve).

#### 2.3 **Transfer**

In respect of Shares held in certificated form:-

2.3.1 as soon as reasonably practicable and in any event within 3 Business Days following execution of this Security, the Pledgor shall deliver to the Security Agent a valid executed transfer or transfers of all Existing Shares so held in favour of the Security Agent or its nominee, together with the relevant share certificate(s) and procure the registration of such Existing Shares in name of the Security Agent or its nominee in accordance with the articles of association of the Company;

2.3.2 as soon as reasonably practicable thereafter, the Pledgor shall exhibit evidence satisfactory to the Security Agent that the transfer of such Existing Shares to the Security Agent or its nominee has been approved by the board of directors of the Company and/or registered in accordance with the articles of association, and deliver or procure the delivery to the Security Agent of share certificate(s) in name of the Security Agent or its nominee in respect of such Existing Shares; and

- 2.3.3 if the Pledgor becomes entitled to or acquires any Additional Shares so held, it shall promptly notify the Security Agent and as soon as reasonably practicable and in any event within 3 Business Days following request by the Security Agent, transfer the same to the Security Agent or its nominee in accordance, *mutatis mutandis*, with the preceding provisions of this Clause 2.3.

**2.4 Prohibition of other securities etc**

Save as otherwise provided in the Secured Finance Documents or unless the Security Agent otherwise agrees in writing, the Pledgor shall not assign or create or permit any form of security, charge or encumbrance to arise over, or otherwise deal with, the Pledged Assets or any part thereof during the Security Period.

**3. PROTECTION OF SECURITY**

**3.1 Continuing security**

This Security shall be a continuing security to the Security Agent and shall remain in force for the duration of the Security Period notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

**3.2 No prejudice**

This Security shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Security Agent may now or at any time hereafter hold for all or any part of the Secured Liabilities.

**3.3 No waiver**

Failure or delay on the part of the Security Agent in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

**3.4 Severability**

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

**3.5 Non impairment**

Neither the security created by this Security nor the obligations of the Company under this Security will be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice that security or any of those obligations (whether or not known to it, the Security Agent or any other Secured Finance Party) including:-

- 3.5.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 3.5.2 the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- 3.5.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;



- 3.5.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- 3.5.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Secured Finance Document or any other document or security;
- 3.5.6 any unenforceability, illegality or invalidity of any obligation of, or any security created by, any person under any Secured Finance Document or any other document; or
- 3.5.7 an insolvency, liquidation, administration or similar procedure.

### **3.6 New accounts**

If the Security Agent or any other Secured Finance Party receives notice (whether actual or otherwise) of any subsequent security (other than a Permitted Security) over or affecting any of the Pledged Assets or if a petition is presented or a resolution passed in relation to the winding up of the Company, the Security Agent and the relevant Secured Finance Party or Secured Finance Parties may close the current account or accounts and/or open a new account or accounts for the Company. If the Security Agent or any other Secured Finance Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by the Company to the Security Agent or that Secured Finance Party shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities.

## **4. POWER OF ATTORNEY**

### **4.1 Appointment**

The Pledgor hereby irrevocably appoints the Security Agent as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:-

- 4.1.1 to do anything which the Pledgor is obliged to do (but has not done) under this Security including, without limitation, to execute further securities, transfers or assignments of and other instruments relating to, and give instructions in respect of, the Pledged Assets; and
- 4.1.2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Agent in relation to the Pledged Assets under this Security.

### **4.2 Ratification**

The Pledgor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Pledgor under this Clause 4.

### **4.3 Exercise of power**

The appointment effected under Clause 4.1 (*Appointment*) shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of a Declared Default.

## **5. THE SHARES**

### **5.1 Shares: before a Declared Default**

5.1.1 Prior to the occurrence of a Declared Default, the Pledgor shall:-

- (a) pay all dividends, interest and other moneys arising from the Shares, and received by it, into an Account;

- (b) exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Secured Finance Documents;
- (c) promptly upon receipt, forward to the Security Agent copies of all notices and other communications received in connection with the Shares;
- (d) promptly comply with (and copy to the Security Agent) all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision in any articles of association or other constitutional documents relating to any Shares; and
- (e) comply with all other conditions and obligations assumed by it in respect of any of the Shares where failure to do so could have a Material Adverse Effect on the interests of the Secured Finance Parties.

5.1.2 Prior to the occurrence of a Declared Default, the Security Agent shall:-

- (a) if so requested by (and at the cost of) the Pledgor, appoint or procure the appointment of the Pledgor as its proxy in respect of the Shares in accordance with the provisions of this Clause 5 but any such appointment shall (notwithstanding any express or implied term to the contrary) terminate and cease to have effect on the occurrence of a Declared Default;
- (b) account to the Pledgor for any dividends and other distributions which may be received by it in respect of the Shares and shall if so requested by (and at the cost of) the Pledgor complete and deliver an appropriate dividend mandate or mandates; and
- (c) promptly pass on to the Pledgor all notices or other communications (or a copy thereof) it may receive from the Company in relation to the Shares but shall not be liable for any failure to do so.

## 5.2 Shares: after a Declared Default

After the occurrence of a Declared Default, the Security Agent may at its discretion (in the name of the Pledgor or otherwise and without any further consent or authority from the Pledgor):-

- 5.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 5.2.2 apply all dividends, interest and other moneys arising from the Shares in accordance with Clause 6.2 (*Application of proceeds*);
- 5.2.3 to the extent not already the case, transfer the Shares into its name or the name of its nominee(s); and
- 5.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to the Company to concur or participate in:-
  - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
  - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
  - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Pledged Assets.

**5.3 Shares: payment of calls**

The Pledgor shall pay when due all calls or other payments which may be or become due in respect of any of the Shares and Shares which are not fully paid (unless reasonably contested), and in any case of default by the Pledgor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of the Pledgor in which case any sums paid by the Security Agent shall be reimbursed by the Pledgor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed by the Pledgor at the rate notified to the Pledgor by the Security Agent.

**5.4 Shares: exercise of rights**

The Pledgor shall not exercise any of their respective rights and powers in relation to any of the Shares in any manner which, in the reasonable opinion of the Security Agent, would prejudice the effectiveness of, or the ability of the Security Agent to realise, the security created by or pursuant to this Security.

**6. ENFORCEMENT**

**6.1 Powers**

At any time after the occurrence of a Declared Default, the Security Agent shall be entitled:-

6.1.1 without notice to the Pledgor, either in its own name or in the name of the Pledgor or otherwise and in such manner and upon such terms and conditions as it thinks fit:-

- (a) to sell, transfer, assign or otherwise dispose of the Pledged Assets by public or private sale with or without advertisement in such manner and on such terms and conditions as the Security Agent may consider expedient, and apply the proceeds in or towards payment or satisfaction of the Secured Liabilities; and
- (b) generally, without prejudice to the other provisions of this Clause 6, to exercise all the rights powers and discretions in respect of the Pledged Assets it would be entitled to exercise if it were the absolute owner of the Pledged Assets, and to do all acts and things it may consider necessary or expedient for the realisation of the Pledged Assets and the application of the proceeds in or towards payment or satisfaction of the Secured Liabilities, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on the Security Agent under this Security, and/or

6.1.2 to the extent that the Regulations apply, to appropriate the Pledged Assets (in whole or part) in or towards satisfaction of the Secured Liabilities at such value(s) (the "**Appropriated Value(s)**") as the Security Agent may reasonably determine having regard to valuation advice obtained by it from such independent investment management or accountancy firm as it may choose: the Pledgor agrees that this is a commercially reasonable method of valuation for these purposes: the Security Agent shall notify the Pledgor of such appropriation, and the relevant Appropriated Value(s), as soon as reasonably practicable after it has taken place.

**6.2 Application of proceeds**

All monies realised and/or all Appropriated Value(s) resulting from the enforcement of this Security shall (subject to Clause 6.3 (*Monies on suspense account*) and Clause 7 (*Discharge*)) be applied by the Security Agent in the following order:-

6.2.1 in or towards payment or satisfaction of the remaining Secured Liabilities in accordance with the Intercreditor Agreement; and

- 6.2.2 in payment of any surplus (which, for the avoidance of doubt, shall be deemed to include an amount equal to any balance of Appropriated Value(s) remaining) to the Pledgor or any other person entitled thereto.

**6.3 Monies on suspense account**

Nothing in this Security shall limit the right of the Security Agent (and the Pledgor acknowledges that the Security Agent is so entitled) if and for so long as the Security Agent in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be with the Security Agent), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Liabilities

**6.4 Balance**

The rights powers and discretions conferred on the Security Agent under this Clause 6 are subject only to its obligation to account to the Pledgor for any balance of the Pledged Assets or their proceeds or an amount equal to any balance of Appropriated Value(s), remaining after the Secured Liabilities have been fully and unconditionally paid or satisfied.

**6.5 Third parties**

6.5.1 No purchaser from or other person dealing with the Security Agent or its nominee in relation to the Pledged Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by it hereunder has become exercisable, whether any of the Secured Liabilities remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.

6.5.2 The receipt or discharge of the Security Agent shall be an absolute discharge to any purchaser or other person dealing with the Security Agent in relation to the Pledged Assets and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Security Agent or at its direction.

**7. DISCHARGE**

**7.1 Release**

Upon the expiry of the Security Period, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Company, take whatever action is reasonably necessary to release (without recourse or warranty) the Pledged Assets from this Security.

**7.2 Reinstatement**

If the Security Agent reasonably considers that any amount paid or credited to any Secured Finance Party under any Secured Finance Document (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

7.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

7.2.2 the liability of the relevant Obligor and the security created by this Security shall continue as if that amount had not been paid or credited.

**7.3 Avoidance of payments**

The Security Agent's right to recover the Secured Liabilities in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by

law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Agent on the faith of any such payment or realisation.

## **8. LIABILITY OF SECURITY AGENT OR DELEGATE**

### **8.1 Delegation**

The Security Agent may delegate any right, power or authority exercisable by it under this Security to such person, on such terms and conditions (including power to sub-delegate) and in such manner as it thinks fit, but such delegation shall not preclude the Security Agent from itself exercising any such right, power or authority.

### **8.2 Liability**

The Security Agent and any delegate shall not in any circumstances be liable to the Pledgor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Pledged Assets or from any act, default or omission of the Security Agent or delegate, or his/her or its officers, employees or agents in relation to the Pledged Assets or otherwise in connection with this Security, except to the extent caused by gross negligence or wilful misconduct of the Security Agent or delegate or his/her or its officers, employees or agents.

## **9. MISCELLANEOUS**

### **9.1 Non compliance by Company**

If the Company fails to comply with any of its obligations in relation to any of its assets subject to security pursuant to this Security, or the Security Agent reasonably considers that the Company has failed to comply with any such obligations, where such failure to do so could have a Material Adverse Effect on the interests of the Secured Finance Parties the Security Agent may, if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the Company will co-operate with and will grant the Security Agent or its agents or contractors such access as the Security Agent may require to the relevant assets or otherwise in order to facilitate the taking of such steps.

### **9.2 TAR Facilities Agreement provisions**

The provisions of clauses 20 (*Costs and expenses*), 25.16 (*Disposals*) and 25.30 (*Further assurance*) of the TAR Facilities Agreement shall apply *mutatis mutandis* to this Security as if set out in full herein.

### **9.3 Assignment**

9.3.1 The Security Agent may at any time (without notice or consent) assign the benefit of this Security or any of its rights or obligations hereunder in accordance with the TAR Facilities Agreement and Intercreditor Agreement (as applicable).

9.3.2 The Company may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder.

### **9.4 Certificate**

A certificate signed by any authorised signatory on behalf of the Security Agent shall, save in the case of manifest error, conclusively constitute the amount of the Secured Liabilities at the relevant time for all purposes of this Security.

9.5 **Non-reliance**

Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security.

9.6 **Amendments**

No amendment or variation of this Security shall be effective unless it is in writing and signed by or on behalf of the Pledgor and the Security Agent.

10. **NOTICES**

All notices, requests, demands and other communications to be given under this Security shall be given and/or deemed to be given in the same manner as notices to be given under the TAR Facilities Agreement, and the terms of clause 35 (*Notices*) of the TAR Facilities Agreement shall apply *mutatis mutandis* to this Security as though that clause was set out in full herein.

11. **GOVERNING LAW**

This Security shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

**IN WITNESS WHEREOF** these presents consisting of this and the nine preceding pages and the Schedule are executed as follows:

SUBSCRIBED for and on behalf of  
**MATTHEW CLARK (HOLDINGS) LIMITED**  
at Manchester  
on the 7th day  
of October 2015  
by:-

..... Director  
Andrew Humphreys Full Name

before this witness

Witness: .....

Full Name: Ashley Jackson

Address: DLA Piper UK LLP  
101 Barbirolli Square  
Manchester  
M2 3DL

## SCHEDULE

**This is the Schedule referred to in the foregoing Share Pledge by Matthew Clark (Holdings) Limited in favour of The Royal Bank of Scotland plc as Security Agent**

### THE COMPANY AND THE EXISTING SHARES

NAME OF COMPANY  (1)	Registered Number  (2)	Issued Share Capital  (3)	Class and nominal value of Existing Shares  (4)	Number of Existing Shares  (5)
Matthew Clark (Scotland) Limited	SC039321	1 ordinary share of £0.40	ordinary share of £0.40	1