

MR01

Particulars of a charge

107090/13

A fee is payable with this form.
Please see 'How to pay' on the
last page.


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

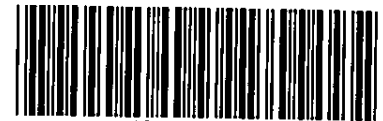
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

 You **must** enclose a certified copy of the instrument with this form. This scanned and placed on the public record. **Do not send the original.**

THURSDAY



S53W1PVD

SCT 31/03/2016 #360
COMPANIES HOUSE

1 Company details

Company number S C 0 5 7 7 0 9
Company name in full Stewart Milne Group Limited

For official use
1 6 9

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d8 m0 m3 y2 y0 y1 y6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name U.S. Bank Trustees Limited
as security trustee for the Secured Creditors (the "Chargee")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

n/a

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

For and on behalf of Shepherd and Wedderburn (acting as agent for the Chargee)

X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name B3315.406/ACD/PIB

Company name Shepherd & Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country Scotland

DX

Telephone 0141 473 5369



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 57709

Charge code: SC05 7709 0169

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th March 2016 and created by STEWART MILNE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2016.

Given at Companies House, Edinburgh on 6th April 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

CHARGE OVER SHARES

by

STEWART MILNE GROUP LIMITED

in favour of

U.S. BANK TRUSTEES LIMITED (as Security Trustee)

We hereby certify that, save for material redacted
pursuant to s.859G of the Companies Act 2006,
this is a true copy of the original

Signed: Michael Blin

Date: 31/03/2016

For and on behalf of Shepherd and Wedderburn LLP



SHEPHERD+ WEDDERBURN

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before executing this document.

CHARGE OVER SHARES

THIS CHARGE OVER SHARES is made as a deed on 18 March 2016 between:

- (1) **STEWART MILNE GROUP LIMITED** (Company Number SC057709), having its registered office at Peregrine House, Mosscroft Avenue, Westhill Business Park, Westhill, Aberdeen AB32 6TQ (the "**Chargor**"); and
- (2) **U.S. BANK TRUSTEES LIMITED**, (Company Number 02379632) having its registered office at 5th Floor, 125 Old Broad Street, London EC2N 1AR, as security trustee for the Secured Creditors pursuant to the Security Trust Deed, (the "**Security Trustee**").

NOW THIS DEED WITNESSES as follows:

1. Covenant to Pay

- 1.1. The Chargor, covenants that it will on demand in writing made to it by the Security Trustee pay or discharge the Secured Liabilities when the same are due and payable.
- 1.2. If the Chargor shall fail to pay any amount under this Charge when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate (except to the extent that default interest is being charged on that sum under the Finance Documents (other than this Charge)) from time to time from the due date until the date such amount is paid in full to the Security Trustee.

2. Charge

- 2.1. The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, hereby charges in favour of the Security Trustee by way of first fixed charge:
 - 2.1.1. its entire right, title and interest in and to the Shares;
 - 2.1.2. all rights, money or property of a capital nature at any time accruing on, or payable or receivable in respect of, any of the Shares whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise; and
 - 2.1.3. all rights, money or property of an income nature, whether by way of dividend, distribution, interest or otherwise.

(together the "**Charged Assets**").

- 2.2. The Chargor will not, save to the extent permitted by the Finance Documents
 - 2.2.1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance right of set-off (except in favour of the Security Trustee) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets; or
 - 2.2.2. sell, transfer, assign or otherwise dispose of all or any of the Charged Assets; or

2.2.3. in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Assets.

2.3. The rights hereby charged to the Security Trustee shall be released to the Chargor after the expiry of the Security Period, or, if the Security Trustee so agrees in writing with the Chargor, at any other time, and in such case the Security Trustee shall, at the written request of the Chargor and fully at the cost and expense of the Chargor, execute such documents as may be required to release the Charged Assets from the Security created by this Charge and to discharge the Chargor from its obligations under this Charge.

2.4. To the extent that the Charged Assets constitute Financial Collateral, the Chargor agrees that such Charged Assets shall be held or designated so as to be under the control of the Security Trustee for all purposes of the Financial Collateral Regulations.

3. Deposit

3.1. The Chargor shall forthwith upon its execution of this Charge deliver to the Security Trustee:

3.1.1. a signed but undated stock transfer form in respect of the Original Shares;

3.1.2. all share certificates and other documents of title in respect of the Original Shares; and

3.1.3. a copy (certified a true copy by a director of the Chargor) of the articles of association of the Company in force at the date of this Charge.

3.2. If at any time the Chargor holds any Shares other than the Original Shares it will, promptly upon acquiring any interest in such Shares, notify the Security Trustee of such acquisition. All of such additional Shares shall stand charged in favour of the Security Trustee by way of first fixed charge and the Chargor will enter into such additional charge or other documents (if any) as the Security Trustee may require in respect of them and as are necessary to perfect the Security Trustee's title to such Shares or for vesting or enabling it to vest such Shares for itself or (the Nominee).

3.3. The Chargor shall forthwith upon its acquisition of any Shares as referred to in clause 3.2 deliver to the Security Trustee each of the documents referred to in clause 3.1 in respect of those additional Shares.

4. Voting rights and dividends

4.1. Subject to the terms of clause 4.2, the Chargor shall be entitled:

4.1.1. to exercise all voting rights in respect of the Shares; and

4.1.2. to receive all dividends declared, paid or payable in respect of the Shares,

in each case until the date on which the Security Trustee notifies the Chargor in writing that the Charge has become enforceable as referred to in clause 8 of this Charge.

4.2. With effect from the date on which the Security Trustee notifies the Chargor that this Charge is enforceable in accordance with the terms of clause 8, all

voting rights in respect of the Shares and all other rights attached to the Charged Assets may be exercised (without any obligation to do so) by the Security Trustee (or the Nominee) in such a manner as it shall (in its absolute discretion) see fit and all dividends and other distributions declared, payable, paid or made in respect of the Shares shall be paid or made to and retained by the Security Trustee and may be applied by the Security Trustee in accordance with clause 11 of this Charge.

- 4.3. Following receipt of notification from the Security Trustee in accordance with clause 4.2, the Chargor shall execute and deliver to the Security Trustee any dividend mandate or voting proxies as the Security Trustee may require or any other such things as may be necessary in order for the Security Trustee to exercise its rights under clause 4.2.
- 4.4. The Chargor will promptly pay all calls or other payments, taxes and/or duties, and will discharge all obligations which may become due in respect of the Shares.

5. Representations and Warranties

- 5.1. The Chargor represents and warrants to the Security Trustee that:
- 5.2. it is the sole absolute and beneficial owner of all the Charged Assets free from any right in security, mortgage, charge, lien or encumbrance or right of set-off (except in favour of the Security Trustee), or trust agreement, declaration of trust, or trust arising by operation of law on or over the Charged Assets;
- 5.3. *each of the Shares is fully paid and no amount is payable on or in respect of any of them;*
- 5.4. it has not sold, transferred, assigned, pledged or otherwise disposed of or encumbered or agreed to sell, transfer, assign, pledge or dispose of or otherwise encumber, including by way of trust agreement, declaration of trust or trust arising by operation of law all or any of its right, title and interest in and to all or any part of the Charged Assets to anyone other than the Security Trustee;
- 5.5. there are no restrictions on the sale or transfer of all or any of the Shares to or by the Security Trustee under the articles of association of the Company or otherwise;
- 5.6. it has the necessary power to enter into and perform its obligations under this Charge;
- 5.7. this Charge constitutes its legal, valid, binding and enforceable obligations and constitutes a first fixed charge over the Charged Assets in accordance with its terms;
- 5.8. 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 or the Company is a party or by which it is bound;
- 5.9. all necessary authorisations and consents to enable or entitle it 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;
- 5.10. the Original Shares represent all of the equity share capital of the Company in issue (or agreed to be issued) at the date of this Charge.

6. Undertakings

- 6.1. The Chargor shall not, save to the extent permitted by the Finance Documents:
 - 6.1.1. permit any person other than Chargor to be registered as the holder of all or any of the Shares (other than the Security Trustee or the Nominee or any such other person as the Security Trustee may direct);
 - 6.1.2. exercise (or purport to exercise) any voting rights in respect of the Shares in any manner, including, without limitation, the amendment of the articles of association of the Company, which may have an adverse effect on the value of any of the Charged Assets or the ability of the Security Trustee to enforce this Charge; and
 - 6.1.3. take or allow the taking of any action which may result in any shares in the capital of the Company being issued after the date of this Charge (other than to the Chargor).
- 6.2. The Chargor shall:
 - 6.2.1. at all times comply with the terms of this Charge, the Security Trust Deed and of all other agreements relating to the Secured Liabilities;
 - 6.2.2. comply in all respects with the terms of the memorandum and articles of association of the Company;
 - 6.2.3. promptly notify the Security Trustee of the allotment or issue of any shares in the capital of the Company to any person after the date of this Charge; and
 - 6.2.4. promptly pay all calls made from time to time in respect of any unpaid money in relation to the Shares.

7. Protection of Security

- 7.1. The Chargor agrees that this Charge is and shall be in addition and without prejudice to any other security or rights which the Security Trustee holds or may hold in respect of all or any of the Secured Liabilities.
- 7.2. This Charge will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever and shall continue in full force and effect until the Discharge Date.
- 7.3. The obligations of the Chargor under this Charge will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):
 - 7.3.1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Trustee may have now or in the future from or against the Chargor, the Company or any other person in respect of the Secured Liabilities;
 - 7.3.2. any act or omission by the Security Trustee or any other person in taking up, perfecting or enforcing any security or guarantee from or

against the Chargor, the Company or any other person or the invalidity or unenforceability of any such security or guarantee;

- 7.3.3. any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Security Trustee (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargor, the Company or any other person;
 - 7.3.4. any grant of time, indulgence, waiver or concession to the Chargor, the Company or any other person;
 - 7.3.5. any arrangement or compromise entered into between the Security Trustee and the Chargor, the Company or any other person;
 - 7.3.6. the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Chargor, the Company or any other person;
 - 7.3.7. the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Chargor, the Company or any other person;
 - 7.3.8. any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, bankruptcy, liquidation, winding up, receivership or dissolution proceedings or from any law, regulation or order.
- 7.4. The Security Trustee 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:
- 7.4.1. take any action or obtain judgment or decree in any court against the Chargor, the Company or any other person;
 - 7.4.2. make or file any claim to rank in a winding up or a liquidation of the Chargor, the Company or any other person; or
 - 7.4.3. enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Trustee, in respect of the Secured Liabilities.
- 7.5. Any settlement or discharge between the Chargor and the Security Trustee shall be conditional upon no security or payment granted or made to the Security Trustee by the Chargor, the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, insolvency, bankruptcy, liquidation, winding up, receivership or dissolution for the time being in force and accordingly (but without prejudice to any other rights of the Security Trustee) the Security Trustee shall be entitled to recover from the Chargor the value or amount of such security or payment from the Chargor as if such settlement or discharge had not occurred.

8. Enforcement

The security constituted by this Charge shall become enforceable upon and at any time after the occurrence of an Acceleration Event.

9. Powers

- 9.1. At any time after this Charge has become enforceable and subject to the terms of the Security Trust Deed, the Security Trustee may in its absolute discretion and without liability enforce all or any part of the security created by this Charge as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Act and all or any of the powers and discretions conferred by this Charge.
- 9.2. At any time after this Charge has become enforceable (or if requested by the Chargor), the Security Trustee may by writing under hand signed by any officer of the Security Trustee appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets.
- 9.3. Section 103 of the Act will not apply to this Charge and the Security Trustee may exercise its power of sale and other powers under that or any other Act or this Charge at any time after the date of this Charge.
- 9.4. Section 93 of the Act will not apply to this Charge.
- 9.5. At any time after this Charge has become enforceable and subject to the terms of the Security Trust Deed, the Security Trustee shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to all or any of the Charged Assets which could have been exercised by the Chargor including:
 - 9.5.1. power to sell or otherwise dispose of all or any of the Charged Assets;
 - 9.5.2. power to receive all or any money payable in respect of or in connection with all or any of the Charged Assets;
 - 9.5.3. power to negotiate, compromise and/or agree any dispute arising out of all or any of the Charged Assets.
- 9.6. The Security Trustee may exercise all or any of the powers referred to in this Charge in such manner and to such extent as the Security Trustee considers appropriate (subject to and in accordance with the Security Trust Deed) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets.
- 9.7. Neither the Security Trustee nor any Receiver shall be liable to account to the Chargor as mortgagee in possession in respect of all or any of the Charged Assets and shall not be liable to the Chargor for any loss or damage arising from the exercise by the Security Trustee or any Receiver of all or any of the powers conferred by this Charge or the Act.
- 9.8. At any time after this Charge becomes enforceable, the Security Trustee may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Chargor. All money paid by the Security Trustee to the

mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

10. Receiver

- 10.1. The Receiver shall be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts, defaults and remuneration.
- 10.2. The Security Trustee may by writing under hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in his place.
- 10.3. Each Receiver may (if there is more than one Receiver holding office at the same time) exercise all the powers conferred on a Receiver under this Charge individually and to the exclusion of any other Receiver (subject only to the terms of the appointment of such Receiver).
- 10.4. The Receiver shall have and be entitled to exercise all powers conferred on a Receiver by law (including all the rights, powers and discretions conferred on a receiver under the Act and a receiver or administrative receiver under the Insolvency Act 1986) and, in particular, by way of addition to but without hereby limiting any general powers referred to in this Charge (and without prejudice to the powers of the Security Trustee), the Receiver shall have power in the name of the Chargor or otherwise to do the following:
 - 10.4.1. to take possession of, get in and collect all the Charged Assets or any part thereof including income whether accrued before or after the date of its appointment;
 - 10.4.2. to carry on, manage, concur in or authorise the management of, or appoint a manager of, the whole or any part of the Charged Assets;
 - 10.4.3. to sell, exchange, license, surrender, release, disclaim, abandon, return or otherwise dispose of or in any way whatsoever deal with the Charged Assets or any interest in the Charged Assets or any part thereof for such consideration (if any) and upon such terms as it may think fit and to concur in any such transaction;
 - 10.4.4. to appoint, engage, dismiss or vary the terms of employment of any employees, officers, managers, agents and advisers in relation to the Charged Assets upon such terms and for such periods as it may determine;
 - 10.4.5. to insure, protect, maintain, exploit, add to and develop or concur in so doing, all the Charged Assets or any part thereof in any manner and for any purpose whatsoever;
 - 10.4.6. in connection with the exercise or the proposed exercise of any of its powers or in order to obtain payment of its remuneration (whether or not it is already payable), to borrow or raise money from any person without security or on the security of any of the Charged Assets and generally in such manner and on such terms as it may think fit;
 - 10.4.7. to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims, disputes and proceedings concerning the Charged Assets or any part thereof;

- 10.4.8. to transfer all or any of the Charged Assets to any other company or body corporate, whether or not formed or acquired for the purpose;
 - 10.4.9. to redeem, discharge or compromise any other security from time to time having priority to or ranking pari passu with this Charge;
 - 10.4.10. to effect or maintain indemnity insurance and other insurance and obtain bonds and performance guarantees;
 - 10.4.11. in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Chargor or otherwise, as it may think fit, all documents, receipts, registrations, acts or things which it may consider appropriate;
 - 10.4.12. to exercise any powers, authorities, discretions, voting, conversion or other rights or entitlements in relation to any of the Charged Assets which it would be capable of exercising if it were solely and absolutely entitled to the Charged Assets or which are incidental to the ownership of or rights in or to any of the Charged Assets;
 - 10.4.13. to complete or effect any transaction entered into by the Chargor and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Chargor relating to or affecting the Charged Assets;
 - 10.4.14. to exercise all powers as are described in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an "administrative receiver" as defined in the Insolvency Act 1986;
 - 10.4.15. to delegate in any manner to any person, any right, power or discretion exercisable by it under this Charge on the terms (including the power to sub-delegate) and subject to any regulations which it may think fit;
 - 10.4.16. generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Charged Assets which it may consider expedient as effectually as if it were solely and absolutely entitled to the Charged Assets;
 - 10.4.17. to do all other acts and things which it may consider desirable or necessary for realising any Charged Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Charge and to use the name of the Chargor for any of purposes set out in this clause 10.4; and
 - 10.4.18. to pay and discharge out of the profits and income of the relevant Charged Asset the expenses incurred in and about the management of the Charged Assets or in the exercise of any of the powers conferred by this clause 10.4 or otherwise in respect of such Charged Asset and all outgoings which it shall think fit to pay and to apply the residue of the said profits, income or moneys in accordance with the Post-Security Enforcement Priority of Payments.
- 10.5. The Security Trustee may from time to time fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

10.6. Any right, power or discretion conferred by this Charge (expressly or impliedly) or by law on a Receiver may, after this Charge becomes enforceable, be exercised by the Security Trustee notwithstanding any prior appointment of a Receiver.

11. Application of Security Proceeds

Any money received under the powers conferred by this Charge shall be applied in accordance with the provisions of the Security Trust Deed.

12. Protection of Third Parties

No purchaser or other person dealing with the Security Trustee, any Receiver or any agent or delegate shall be obliged or concerned to enquire whether the right of the Security Trustee or any Receiver or any agent or delegate to exercise any of the powers conferred by or referred to in this Charge has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Security Trustee or any Receiver or any agent or delegate to act or as to the propriety or validity of the exercise or purported exercise of any such power.

13. New Accounts

At any time following the Security Trustee receiving notice (actual or constructive) that all or any of the Charged Assets have been encumbered by the grant of any fixed security, floating charge or other security right or have been disposed of, the Security Trustee will be entitled to close the Chargor's then current account or accounts and to open a new account or accounts with the Chargor and (without prejudice to any right of the Security Trustee to combine accounts) no money paid in or carried to the Chargor's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to the Security Trustee on any closed account. If the Security Trustee does not open a new account or accounts, the Security Trustee will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to the Security Trustee will be credited or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured Liabilities.

14. Appropriation

To the extent that Charged Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by this Charge, the Security Trustee shall have the right, at any time after this Charge becomes enforceable, to appropriate all or any part of those Charged Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Charged Assets appropriated in accordance with this clause 14 shall be the price of those Charged Assets at the time the right of appropriation is exercised as determined by an independent valuation instructed by the Security Trustee. The Chargor agrees that the method of valuation provided for in this clause 14 is commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

15. Power of Attorney

15.1. The Chargor irrevocably and by way of security appoints the Security Trustee and any Receiver as the attorney of the Chargor, for the Chargor and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Chargor under this Charge or may be required or deemed proper in the exercise of any of the rights or powers conferred on the Security Trustee or any Receiver or otherwise for any of the

purposes of this Charge (such appointment to take effect immediately but the rights and powers of the attorney pursuant to this clause 15.1 only to be exercisable upon the occurrence of an Acceleration Event).

- 15.2. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney properly does or purports to do under its appointment under clause 15.1.

16. Indemnity

- 16.1. The Security Trustee, any Receiver and every attorney, manager, agent, delegate, employee or other person appointed by the Security Trustee or any Receiver under or in connection with this Charge (each an "Indemnified Party") shall be and is hereby indemnified by the Chargor in respect of all liabilities, costs (including legal fees and taxes), losses and expenses incurred by them or him in the execution (or purported execution) of any of the powers, authorities, rights or discretions vested in them or him pursuant to, and in accordance with, the terms of this Charge and the Security Trust Deed (or by any law or regulation) and against all actions, proceedings, costs (including legal fees), claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the Charged Assets (provided that the same loss cannot be claimed or recovered more than once) and an Indemnified Party may retain and pay all sums in respect of the same out of moneys received or held under the powers conferred by this Charge.

- 16.2. The indemnity under clause 16.1 shall not apply to a relevant Indemnified Party to the extent that any such liability, cost, loss and/or expense arises as a result of its own wilful default or gross negligence.

- 16.3. The Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 16.

17. Notices

- 17.1. Any communication to be made under or in connection with this Charge shall be made in writing and, unless otherwise stated, may be made by letter
- 17.2. The address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Charge is as follows:

(a) The Chargor

- 1.1.1. Address: Peregrine House, Mosscroft Avenue, Westhill Business Park, Westhill, Aberdeen AB32 6JQ
- 1.1.2. For the attention of: Stuart MacGregor
- 1.1.3. With a copy to: John Slater
- 1.1.4. Address: Falcon House, Curbridge Business Park, Downs Road, Witney, Oxon OX29 7WJ
- 1.1.5. Email addresses: SMacGregor@StewartMilne.com and JSlater@stewartmilne.com

(b) Security Trustee

- 1.1.6. Address: Fifth Floor, 125 Old Broad Street London EC2N 1AR
- 1.1.7. For the attention of: Structural Finance Relationship Management

1.1.8. Email addresses: mbsrelationship.management@usbank.com

- 17.3. Any communication or document made or delivered by one person to another under or in connection with this Charge will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 17.2 above, if addressed to that department or officer.
- 17.4. Any communication or document to be made or delivered to any party will be effective only when actually received by that party and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as that party shall specify for this purpose).
- 17.5. Any communication or document which becomes effective, in accordance with Clauses 17.3 and 17.4 above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.
- 17.6. Any communication to be made between any party under or in connection with this Charge may be made by electronic mail or other electronic means to the extent that those parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those parties:
 - 17.6.1. notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - 17.6.2. notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- 17.7. Any electronic communication made between those parties will be effective only when actually received in readable form and in the case of any electronic communication made by a party to the other party only if it is addressed in such a manner as that party shall specify for this purpose.
- 17.8. Any electronic communication which becomes effective, in accordance with Clause 17.7 above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.
- 17.9. Any notice given under or in connection with this Charge must be in English.
- 17.10. All other documents provided under or in connection with this Charge must be:
 - 17.10.1. in English; or
 - 17.10.2. if not in English, and if so required by the Finance Parties, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

18. Further Assurance

The Chargor (at its own cost) will promptly or following receipt of demand in writing by the Security Trustee do whatever is required and which is necessary to perfect or protect the security created (or intended to be created) by this Charge or for facilitating the realisation of the Charged Assets charged by this Charge or the exercise of any rights of the Security Trustee or any Receiver under this Charge.

19. Miscellaneous

- 19.1. If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.
- 19.2. No failure or delay by the Security Trustee or any Receiver in exercising any right or remedy under this Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.
- 19.3. The Security Trustee will be entitled to make disclosures that are permitted by the Finance Parties pursuant to Condition 21 (*Confidentiality*) of the Loan Note Instrument and Clause 23 (*Confidentiality*) of the Note Purchase Agreement.
- 19.4. Save to the extent expressly provided to the contrary in this Charge, a third party (being any person other than the Chargor or the Security Trustee and their permitted successors and assigns) may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any amendment, variation or termination of this Charge.
- 19.5. A certificate by a duly authorised officer of the Security Trustee as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor.
- 19.6. The Security Trustee may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Charge (or all or any of its rights under this Charge) and/or any of its obligations under this Charge to any person. The Chargor may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Charge or all or any of its rights under this Charge without the prior written consent of the Security Trustee.
- 19.7. 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.

20. Definitions

- 20.1. In the interpretation of this Charge:

"Acceleration Event" means the Security Trustee giving notice under Condition 13.1 of the Loan Note Instrument (*Acceleration following an Event of Default*);

"Act" means the Law of Property Act 1925;

"BoS" means Bank of Scotland plc (Company Number SC327000), having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees;

"Charged Assets" means the assets and rights charged in terms of this Charge;

"Company" means Countesswells Development Limited (Company Number 9106146), having its registered office at Falcon House, Currbridge Business Park, Downs Road, Witney, Oxon, OX29 7WJ;

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor;

"Discharge Date" means the date on which all the Secured Liabilities have been fully and finally discharged to the satisfaction of the Secured Creditors as notified to the Security Trustee whether or not as a result of enforcement;

"Finance Documents" has the meaning given to it in the Loan Note Instrument;

"Finance Parties" has the meaning given to it in the Loan Note Instrument;

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226);

"Hedging Counterparty" has the meaning given to it in the Loan Note Instrument;

"HMT" means The Lords Commissioners of Her Majesty's Treasury of 1 Horse Guards Road, London SW1A 2HQ;

"Loan Note Instrument" means the loan note instrument of the Company dated on or around the date of this Charge constituting the Loan Notes (as modified or supplemented from time to time);

"Loan Notes" means the up to £86,000,000 secured guaranteed revolving loan notes of the Company;

"Nominee" means a nominee company acting for the Security Trustee, as notified by the Security Trustee to the Chargor from time to time;

"Original Shares" means one hundred ordinary shares of £1.00 each in the issued share capital of the Company registered in the name of the Chargor and representing the entire issued share capital of the Company;

"Post-Security Enforcement Priority of Payments" has the meaning given to it in the Security Trust Deed;

"Receiver" means an administrative receiver, receiver and manager or a receiver in each case appointed under this Charge;

"Registrar" means Elavon Financial Services Limited, acting through its UK Branch (registered number BR009373), a company incorporated under the laws of Ireland with registered number 418442 whose registered office is at Block E, Cherrywood Business Park, Loughinstown, Dublin, Ireland;

"Rights" means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise;

"Secured Creditors" has the meaning given to it in the Security Trust Deed;

"Secured Liabilities" has the meaning given to it in the Security Trust Deed;

"Security" has the meaning given to it in the Loan Note Instrument;

"Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations;

"Security Period" means the period beginning on the date of this Charge and ending on (but not including) the Discharge Date;

"Security Trust Deed" means the security trust deed dated on or around the date of the Charge between the Company, HMT, BoS, the Security Trustee, the Registrar and the Hedging Counterparty; and

"Shares" means the Original Shares together with all other shares in the capital of the Company held from time to time by the Chargor.

20.2. References to:

- 20.2.1. statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 20.2.2. **"including"** shall not be construed as limiting the generality of the words preceding it;
- 20.2.3. **"property"** shall include any interest (legal or equitable) in real or personal property and any thing in action;
- 20.2.4. any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Charge;
- 20.2.5. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 20.2.6. this Charge and to any provisions of it or to any other document referred to in this Charge shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 20.2.7. any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- 20.2.8. any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect; and
- 20.2.9. clause headings are for ease of reference only and are not to affect the interpretation of this Charge.

20.3. The parties intend that this document shall take effect as a deed.

20.4. The use of bold type shall be ignored in the construction of this Charge.

21. Limited Recourse

Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that:

21.1. the sole recourse of the Security Trustee to the Chargor under this Charge is to the Chargor's interest in the Charged Assets; and

21.2. the liability of the Chargor to the Security Trustee pursuant to or otherwise in connection with the Finance Documents shall be:

21.2.1. limited in aggregate to an amount equal to that recovered as a result of enforcement of this Charge with respect to the Charged Assets; and

21.2.2. satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets pursuant to this Charge.

22. Non-Competition

The Chargor warrants to the Security Trustee that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Company, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Chargor under this Charge but:

22.1. if any of the Rights is taken, exercised or received by the Chargor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Chargor on trust for the Security Trustee for application in or towards the discharge of the Secured Liabilities under this Charge; and

22.2. on demand by the Security Trustee, the Chargor shall promptly transfer, assign or pay to the Security Trustee all Rights and all monies from time to time held on trust by the Chargor under this clause 22.

23. Security Trustee Provisions

23.1. The Security Trustee executes this Charge in the exercise of the powers and authority conferred and vested in it under this Charge, the Security Trust Deed and any other Finance Document for and on behalf of the Secured Creditors for whom it acts. It will exercise its powers and authority under this Deed in the manner provided for in the Security Trust Deed and, in so acting, the Security Trustee shall have all the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Security Trust Deed and the other Finance Documents.

23.2. The Security Trustee shall not owe any fiduciary duties to any party to this Charge or any of their directors, employees, agents, or affiliates.

23.3. Notwithstanding any other provision of this Charge, in acting under and in accordance with this Charge the Security Trustee is entitled to seek instructions from the Secured Creditors in accordance with the provisions of the Security Trust Deed and at any time, and where it so acts or refrains from acting on the instructions of a Secured Creditor or Secured Creditors entitled to give it instructions, the Security Trustee shall not incur any liability to any person for so acting or refraining from acting.

24. Security Trust Deed

This Charge is entered into subject to the Security Trust Deed and to the extent that any provision of this Charge is inconsistent with a similar provision in the Security Trust Deed the Security Trust Deed shall prevail.

25. Governing law

This Charge (and any non-contractual obligations arising out of or in connection with it) will be governed by and construed according to English law.

IN WITNESS whereof this Charge has been executed as a deed and shall take effect on the day and year stated at the beginning of this document.

EXECUTION

EXECUTED as a deed by
STEWART MILNE GROUP LIMITED
 acting by:

JOHN SLATER-PEARCE

Director

in the presence of:



Witness

RALPH LESLIE MCINTOSH

Full Name

C/O UNION PLAZA, AB10 1DD

Address

EXECUTED as a deed by
U.S. BANK TRUSTEES LIMITED

acting by:

Attorney

Attorney

in the presence of:

Witness

Full Name

Address

EXECUTION

EXECUTED as a deed by
STEWART MILNE GROUP LIMITED
 acting by:

_____ Director

in the presence of:

_____ Witness

_____ Full Name

_____ Address

EXECUTED as a deed by
U.S. BANK TRUSTEES LIMITED

acting by:

_____ Attorney

_____ Attorney

David Harnett
 Authorised Signatory

Chris Yates
 Authorised Signatory

in the presence of:

_____ Witness

_____ Full Name

_____ Address
