

# MR01

## Particulars of a charge

13/562878  
IRIS Laserform

**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](http://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  
instrument. Use form MR08.

TUESDAY



\*S2MXEB37\*

SCT

10/12/2013

#77

COMPANIES HOUSE

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. If 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 will be scanned and placed on the public record.

### 1 Company details

Company number S C 1 3 6 1 6 2

Company name in full KENT FACILITIES LIMITED (the "Company")

For official use

→ **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 2 9 1 1 2 0 1 3

### 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 Manston Skyport Limited (registered number SC459586)  
(the "Lender")

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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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

#### Continuation page

Please use a continuation page if you need to enter more details.

Description

Floating charge over the whole of the property (including uncalled capital but excluding the Excluded Assets) which is or may be from time to time while the charge is in force comprised in the property and undertaking of the Company.

"Excluded Assets" means any leasehold property held by the Company under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property until the relevant condition or waiver has been satisfied or obtained.

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### Fixed charge or fixed security

Does the instrument include a fixed 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

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### Negative Pledge

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

☒ Yes

☐ No

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### 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).

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### Signature

Please sign the form here.

Signature

Signature

X

for and on behalf of Burness Paul LLP

X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Hannah Nijam

Company name BURNES PAULL LLP

Address 50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town EDINBURGH

County/Region

Postcode E H 3 9 W J

Country

DX ED73 EDINBURGH

Telephone 0131 473 6000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 136162

Charge code: SC13 6162 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th November 2013 and created by KENT FACILITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2013.

Given at Companies House, Edinburgh on 12th December 2013



**Companies House**



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



**KENT FACILITIES LIMITED**  
as Chargor

in favour of

**MANSTON SKYPORT LIMITED**  
as Lender

**BOND AND FLOATING CHARGE**

**Certified a true copy**

Edinburgh 09/12/13

  
for and on behalf of Burness Paull LLP

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## BOND AND FLOATING CHARGE

by

- (1) **KENT FACILITIES LIMITED**, a company incorporated under the Companies Acts with registered number SC136162 and having its registered office at Glasgow Prestwick Airport, Aviation House, Prestwick, Ayrshire KA9 2PL (the "**Chargor**");

in favour of

- (2) **MANSTON SKYPORT LIMITED**, a company incorporated under the Companies Acts with registered number SC459586 and having its registered office at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (the "**Lender**")

### CONSIDERING THAT:

- (i) the Lender has agreed to make loans available under the Loan Note Instrument (as defined below);
- (ii) one of the conditions precedent to the availability of the loans referred to in paragraph (i) above is that the Chargor grants to the Lender this bond and floating charge.

### NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

#### 1 DEFINITIONS AND INTERPRETATION

##### 1.1 In this Instrument:

**"Administrator"** means any administrator appointed pursuant to this Instrument;

**"Event of Default"** means (i) any breach by the Chargor of any of the provisions of this Instrument or (ii) any failure by the Chargor to make payment of any of the Secured Liabilities when demanded or (iii) a petition being presented for the making of an administration order in respect of any Chargor, an application being made or a resolution being passed for the winding up of the Chargor or a receiver being appointed in respect of any of the property, undertakings or assets of the Chargor or (iv) any other event designated as an event of default or any similar expression or which otherwise entitles the Lender to demand payment from the Chargor in terms of any loan or other documentation in force from time to time;

**"Finance Documents"** means the Loan Note Documents, the Guarantee, this Instrument and any other documents designated as a Finance Document by the Lender and the Chargor;



**“Guarantee”** means the guarantee pursuant to which the Chargor has guaranteed the debts owed by Kent Airport Limited to the Lender dated on or around the date of this Instrument between the Chargor, Kent Airport Limited and the Lender;

**“Loan Note Instrument”** means the loan note instrument pursuant to which the Loan Notes are to be constituted dated on or around the date of this Instrument between the Chargor and the Lender;

**“Loan Notes”** means any loan notes issued by the Chargor under the terms of the Loan Note Instrument;

**“Loan Note Documents”** means the Loan Note Instrument and the Loan Notes and any other documents entered into pursuant to any of them;

**“Insurances”** means the Chargor’s interest in all contracts and policies of insurance which are from time to time taken out or effected by or on behalf of the Chargor in connection with the Secured Assets;

**“Receiver”** means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Instrument, pursuant to any statute, by a court or otherwise) and includes joint receivers;

**“Secured Assets”** means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Chargor; and

**“Secured Liabilities”** means all present and future obligations and liabilities of the Chargor to the Lender, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Lender.

## 1.2 Construction

1.2.1 Capitalised terms defined in the Loan Note Instrument have, unless expressly defined in this Instrument, the same meaning in this Instrument.

1.2.2 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.

1.2.3 The term this **“Security”** means any security created by this Instrument.

1.2.4 A reference to any asset, unless the context otherwise requires, includes any present and future asset.

- 1.2.5 If the Lender considers that an amount paid to it or a Receiver is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.
- 1.2.6 Unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of sale of that Secured Asset.
- 1.2.7 The singular includes the plural and vice versa in this Instrument. Clause headings are for ease of reference only and reference to a Clause or Schedule is to be construed as a reference to a clause of or schedule to this Instrument.
- 1.2.8 Any appointment of a Receiver under Clause 5 (Enforcement) may be made by any successor in title or permitted assign or permitted transferee of the Lender and the Chargor by its execution of this Instrument irrevocably appoints such successor or assign or transferee to its attorney in accordance with the appointment stated in Clause 17.

## **2 BOND**

- 2.1 The Chargor undertakes to the Lender that it will pay or discharge to the Lender all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).
- 2.2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Instrument which is accordingly a qualifying floating charge. Notwithstanding any other provision of this Instrument, the Chargor and the Lender agree and acknowledge that an Administrator may only be appointed if the Chargor is a "company" within the meaning of paragraph 111 of Schedule B1 to the Insolvency Act and that a Receiver may only be appointed if the Chargor falls within the terms of section 51 of the Insolvency Act but the Instrument falls outside the terms of section 72A of the Insolvency Act.

## **3 FLOATING CHARGE**

The Chargor as security for the payment and discharge of all the Secured Liabilities hereby grants in favour of the Lender a floating charge over the Secured Assets.

## **4 EXCLUDED ASSETS**

- 4.1 There shall be excluded from the Security created by this Instrument, and from the operation of Clause 5 (*Negative Pledge and Ranking of Secured Assets*), any leasehold property held by the Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property (the "Excluded Assets") until the relevant condition or waiver has been satisfied or obtained.

- 4.2 For each Excluded Asset, the Chargor undertakes to:
- 4.2.1 within 10 Business Days of a written request by the Lender, apply to the reversioner of the relevant lease for either (i) consent to create a mortgage or charge over its interest in such Excluded Assets or (ii) a waiver of any prohibition or conditions under such lease which precludes either absolutely or conditionally it from creating any mortgage or charge over its interest in such Excluded Assets;
  - 4.2.2 use all reasonable endeavours (but for the avoidance of doubt not requiring the payment of fees, costs and expenses in excess of fees, costs and expenses payable in accordance with usual market practice for applications of such nature) for a period of six months following the date of such application to obtain that consent or waiver of prohibition as soon as possible following such application;
  - 4.2.3 upon reasonable request, keep the Lender informed of its progress in obtaining such consent or waiver; and
  - 4.2.4 forthwith upon receipt of such consent or waiver, provide the Lender with a copy.
- 4.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Assets shall stand charged to the Lender under Clause 3 (*Floating Charge*).

## **5 NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE**

- 5.1 The Chargor agrees that it shall be prohibited from granting or creating subsequent to the date of execution of this Instrument any fixed security or any other floating charge over the Secured Assets or any part or parts of them, other than in favour of the Lender or in favour of another person and with the prior written consent of the Lender.
- 5.2 Any fixed security granted by the Chargor in favour of the Lender (whether before or after the date of execution of this Instrument) shall rank in priority to this Security.
- 5.3 In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 5.1 or with the consent of the Lender under Clause 5.1 but with no written agreement of the Lender as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

## **6 SET-OFF**

The Lender may set off any matured obligation due from the Chargor under the Finance Documents against any matured obligation owed by the Lender to the Chargor regardless of the place of payment or currency of either obligation.

## 7 ENFORCEMENT

7.1 In addition to any statutory provisions concerning enforceability or attachment, this Security shall become enforceable upon and the Lender's powers of appointment and other rights and powers shall become exercisable at any time after:

- 7.1.1 the occurrence of an Event of Default; or
- 7.1.2 the receipt of any request from the board of directors of the Chargor; or
- 7.1.3 the taking (or purported taking) by any person of any step towards the winding up or dissolution of the Chargor or towards the appointment of any administrator, trustee, administrative receiver, receiver, liquidator or the like to the Chargor or the whole or any part of its property

and the Lender may then (or as soon thereafter as permitted by law) by instrument in writing appoint any person or persons (if more than one with power to act both jointly and separately) to be an administrator of the Chargor or (subject, if applicable, to Section 72A of the Insolvency Act 1986) a receiver of the Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause 7.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Lender shall be entitled so to appoint another person as Receiver in his place.

7.2 An Administrator shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and a Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act 1986, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 together with (in either case) the power to exercise any powers or rights incidental to ownership of the Secured Assets, including (as regards shares and other securities) any voting rights or rights of enforcing the same together with power to:

- 7.2.1 implement and exercise all or any of the Chargor's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;
- 7.2.2 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Chargor;
- 7.2.3 promote or procure the formation of any new company or corporation;
- 7.2.4 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;

- 7.2.5 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Secured Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Chargor and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) for it, any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
- 7.2.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
- 7.2.7 convene an extraordinary general meeting of the Chargor;
- 7.2.8 acquire any property on behalf of the Chargor;
- 7.2.9 do all such other acts and things as he may consider necessary or desirable for protecting or realising the Secured Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Instrument and exercise in relation to the Secured Assets, or any part thereof, all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same and use the name of the Chargor for all and any of the purposes aforesaid,

subject always to the rights of the Lender as holder of this Security.

- 7.3 To the extent that any of the Secured Assets constitutes "financial collateral" and this Security Agreement and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "Regulations") the Lender shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the relevant accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of any shares, stocks, debentures, bonds or other securities or investments, the market price of such shares, stocks, debentures, bonds or other securities or investments determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Security Agreement shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

## 8 OFFICE OF RECEIVER

- 8.1 Any Receiver appointed under Clause 7 (Enforcement) shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act 1986) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for his remuneration and his costs, charges and expenses and the Lender shall not incur any liability for those (either to the Chargor or any other person) by reason of the Lender making his appointment as such Receiver or for any other reason whatsoever.
- 8.2 Any Receiver appointed under Clause 7 (Enforcement) shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Lender (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Liabilities and accordingly be secured on the Secured Assets under the floating charge constituted by this Instrument.

## 9 APPLICATION OF ENFORCEMENT PROCEEDS

- 9.1 All monies received by the Lender or any Receiver under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Lender under this Instrument, in the following order:
- 9.1.1 firstly, in or towards payment of all costs, charges and expenses of or incidental to the appointment of the Receiver and the exercise of all or any of his powers, including his remuneration and all outgoings paid by and liabilities incurred by him as a result of such exercise;
  - 9.1.2 secondly, in or towards satisfaction of the Secured Liabilities in such order as the Lender shall in its absolute discretion decide; and
  - 9.1.3 thirdly, any surplus shall be paid to the Chargor or any other person entitled thereto.
- 9.2 Nothing contained in this Instrument shall limit the right of the Receiver or the Lender (and the Chargor acknowledges that the Receiver and the Lender are so entitled) if and for so long as the Receiver or the Lender, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a

suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

## **10 PROTECTION OF SECURITY**

- 10.1 The security created by and any security interest constituted pursuant to this Instrument shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.
- 10.2 The security created by and any security interest constituted pursuant to this Instrument shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Liabilities.
- 10.3 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Instrument or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Instrument and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 10.4 Each of the provisions in this Instrument shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Instrument shall not in any way be affected or impaired by that occurrence.
- 10.5 If the Lender receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Secured Assets and/or the proceeds of sale(s) thereof, the Lender may open a new account or accounts in the name of the Chargor. If the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives or was deemed to have received notice and as from that time, all payments made to the Lender shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Instrument is security.
- 10.6 Neither the security created by, nor any security interest constituted pursuant to, this Instrument nor the rights, powers, discretions and remedies conferred upon the Lender by this Instrument or by law shall be discharged, impaired or otherwise affected by reason of:

- 10.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
  - 10.6.2 the Lender compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or
  - 10.6.3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Chargor from the Secured Liabilities; or
  - 10.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.
- 10.7 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Instrument or by law, to:
- 10.7.1 take any action or obtain judgement or decree in any court against the Chargor; or
  - 10.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or
  - 10.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of any of the Chargor's obligations under the Loan Note Instrument.

## **11 FURTHER ASSURANCE**

The Chargor shall execute and do all such assurances, acts and things as the Lender may require for perfecting or protecting the security created by or pursuant to this Instrument over the Secured Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Lender or on any Receiver by this Instrument and shall in particular (but without limitation) promptly after being requested to do so by the Lender or any Receiver, execute all assignments and transfers (in favour of the Lender or any Receiver or to such nominee as either shall direct) of the Secured Assets which come into existence after the date of this Instrument and give all notices orders and directions which the Lender or any Receiver may think expedient for the purposes specified in this Clause 11.



## **12 MANDATE AND ATTORNEY**

- 12.1 The Chargor hereby irrevocably appoints the Lender and any Receiver to be its mandatary and attorney for it and on its behalf and in its name or otherwise and as such to create or constitute any deed, or to make any alteration or addition or deletion in or to, any documents which the Lender or the Receiver may require for perfecting or protecting the title of the Lender or the Receiver to the Secured Assets or for vesting any of the Secured Assets in the Lender or the Receiver or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Lender or the Receiver on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Lender or the Receiver of all or any of the Secured Assets.
- 12.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatary or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 12.

## **13 EXPENSES AND INDEMNITY**

The Chargor must:

- 13.1 immediately on demand by the Lender pay all costs and expenses (including legal fees) incurred in connection with this Instrument by the Lender, attorney, manager, agent or other person appointed by the Lender under this Instrument including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- 13.2 keep each of them indemnified against any failure or delay in paying those costs or expenses.

## **14 NOTICES**

### **14.1 Communications in writing**

Any communication to be made under or in connection with this Instrument shall be made in writing and, unless otherwise stated, may be made by fax or letter.

### **14.2 Addresses**

The address of the Chargor and the Lender for any communication or document to be made or delivered under or in connection with this Instrument is the address given on the first page of this Instrument, or any substitute address as the Chargor may notify to the Lender (or the Lender may notify to the Chargor if a change is made by the Lender) by not less than 5 Business Days' notice.

### **14.3 Delivery**

- 14.3.1 Any communication or document made or delivered by one person to another under or in connection with this Instrument will only be effective if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at the address referred to in clause 14.2.
- 14.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer specified as part of its address details provided under Clause 14.2 (Addresses) (or any substitute department or officer as the Lender shall specify for this purpose).

## **15 GOVERNING LAW AND JURISDICTION**

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Lender, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Lender to proceed against the Chargor in any other appropriate jurisdiction.

16      **CONSENT TO REGISTRATION**

A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, 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 consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 10 pages are executed as follows:

**THE CHARGOR**

SUBSCRIBED for and on behalf of  
the said KENT FACILITIES LIMITED

at MAWSTON, KENT

on 29<sup>th</sup> NOVEMBER 2013

by CHARLES BUCHANAN

Print Full Name



Director

before this witness

TERESA LEGGETT

Print Full Name



Witness

Address

5 QUEENS ROAD

RAMSGATE KENT

CT11 8DZ