105744/13.

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

Laserform

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

You can use the WebFiling s Please go to www.companies

MONDAY

S3NQP8H4
SCT 29/12/2014 #430
COMPANIES HOUSE

✓ **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.

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. **Do not send the original.**

For official use 3

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	S C 2 7 5 0 0 2
Company name in full	MILLER LOCHSIDE VIEW LIMITED

2 Charge creation date

Charge creation date	d 2 d 2 m 1 m 2 y 2 y 0 y 1 y 4

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	AIB GROUP (UK) PLC
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.

MR01
Particulars of a charge

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 ❶

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.

☐

❶ 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 CMS CAMERON MCKENNA LLP 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 LIDI/ALFU/105307.00043

Company name CMS Cameron McKenna LLP

Address Saltire Court

20 Castle Terrace

Post town Edinburgh

County/Region

Postcode E H 1 2 E N

Country

DX DX553001 Edinburgh

Telephone 0131 228 8000

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: 275002

Charge code: SC27 5002 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd December 2014 and created by MILLER LOCHSIDE VIEW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th December 2014.

Given at Companies House, Edinburgh on 5th January 2015

Companies House

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

C/M/S/

Law.Tax

DATE: 22ND DECEMBER **2014**

FLOATING CHARGE

By

MILLER LOCHSIDE VIEW LIMITED

In favour of

AIB GROUP (UK) PLC

CMS Cameron McKenna LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 131 228 8888

CERTIFIED AS A TRUE AND COMPLETE COPY OF THE ORIGINAL SAVE FOR REDACTIONS UNDER S.859G COMPANIES ACT 2006

Date: 29 December 2014

CMS Cameron McKenna LLP,
Saltire Court, 20 Castle Terrace,
Edinburgh EH1 2EN

C/M/S/
Law.Tax

FLOATING CHARGE

By **MILLER LOCHSIDE VIEW LIMITED**, a Company incorporated in Scotland under the Companies Act and whose Registered Number is SC275002 (the "**Company**") and having its Registered Office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH; in favour of **AIB GROUP (UK), P.L.C.**, a company incorporated in Northern Ireland, (company registration number NI018800) whose registered office is at 92 Ann Street, Belfast, Northern Ireland, BT1 3HH (the "**Bank**").

INTERPRETATION

1. In this Floating Charge except to the extent that the context requires otherwise:

"**Associated Company**" means a company which would be a Subsidiary if the relevant holding of equity share capital was more than ten per cent (rather than half) in nominal value;

"**Business Day**" means a day (other than a Saturday or Sunday) on which Banks generally are open for business in the City of London;

"**Secured Obligations**" means all present and future indebtedness, monies, obligations and liabilities which shall form time to time (and whether on or at any time after demand) be due, owing or incurred by the Company to the Bank whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the Bank was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which the Company may be or become liable to the Bank, together with all expenses and interest under clauses 2.2 and 2.3 of this Floating Charge, the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Floating Charge;

"**Specified Rate of Interest**" means a rate calculated on a daily basis five per cent (5%) per annum above the Bank's base rate of interest from time to time or (if higher) calculated by reference to the most recent rate of interest agreed between the Bank and the Company ("the Agreed Rate") and in the case of liabilities of the Company which are in any currency other than Sterling at a rate per annum calculated on a daily basis equal to the cost to the Bank as certified by the Bank of funding the relevant amount of such currency plus five per cent (5%) or (if higher) calculated by reference to the Agreed Rate;

"**Subsidiary**" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

2. **The Company BINDS and OBLIGES itself to the Bank that it will on demand by the Bank:**

2.1 Pay, perform and discharge the Secured Obligations to the Bank;

2.2 Pay to the Bank (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Floating Charge and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Company by the Bank, or by any person appointed by the Bank pursuant to this

including (but without prejudice to the generality of the foregoing) remuneration payable to such person PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause 2.2, interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such persons as therein mentioned or become due to such person under the terms of his appointment without the necessity for any demand being made for payment thereof and PROVIDED FURTHER THAT such costs, charges and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Floating Charge and the recovery of the liabilities secured by it. A certificate signed by an officer of the Bank as to the amount of such costs and expenses for the time being due or incurred to the Bank from or by the Company shall for all purposes (in the absence of manifest error) be conclusive evidence against and binding upon the Company; and

2.3 Pay to the Bank interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other monies until demand or other due date at such respective rates as have been or may from time to time be agreed between the Company and the Bank or in default of any Agreed Rate at the Specified Rate of Interest and in any event from and after demand or such other due date until full discharge (as well after as before judgment) at the Specified Rate of Interest (unless any such rate as may have been agreed as aforesaid shall be higher than the Specified Rate of Interest in which event such Agreed Rate shall continue to apply) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest.

3. **IT IS HEREBY PROVIDED AND DECLARED:**

3.1 That a certificate under the hand of a manager, or other authorised official of the Bank shall be sufficient to fix conclusively and to ascertain and determine the whole sums of principal, interest and others, which shall be due by the Company or for which the Company shall be liable to the Bank as aforesaid and to constitute a balance against the Company and no suspension or interdict of any charge or threatened charge for payment of the balance so constituted shall be applied for by the Company or granted nor shall any sist of execution thereon be applied for by the company or granted, nor shall any action for payment thereof be defended by the Company except on consignation of the full amount thereof;

3.2 That this Floating Charge shall be in addition to, and nothing herein contained shall prejudice or affect, any other security or securities which the Bank already holds or may hereafter hold for any sum or sums due or which may after the date hereof become due by the Company to the Bank over any property belonging to the Company, it being always in the power of the Bank to release or to discharge in whole or in part or parts any such security or to allow all or any of the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof in or towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by the Company shall remain in full force and effect in the same manner and to the same extent as if no such security had ever existed;

3.3 That this Floating Charge will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing whatsoever; and

3.4 That the Bank, without prejudice to its rights under this Floating Charge and at its discretion, may grant to the Company or to any person or persons liable with or for the Company any time or other indulgence and may compound with the Company of them, accede to trust deeds and draw dividends and that all without notice to the Company or to any other person concerned.

4. **IN SECURITY** of the said sums of money above mentioned the Company **HEREBY GRANTS** in favour of the Bank to the intent that the security hereby created shall be a continuing security in favour of the Bank for the payment or discharge of the Secured Obligations, a **FLOATING CHARGE** over the whole of the property (including uncalled capital) which is or may be from time to time while this security is in force comprised in the Company's property and undertaking (the "**Assets**") PROVIDED AND DECLARING always that:

4.1 Except as may be otherwise agreed in writing by the Bank the Floating Charge hereby created shall rank in priority to any fixed security other than any fixed security in favour of the Bank which shall rank in all respects in priority and in preference to the floating charge hereby created as construed in accordance with the terms of section 486 of the Companies Act 1985 and any other charge being a fixed security or floating charge which shall have been granted or created by the Company after its execution hereof.

4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this charge;

4.3 This charge shall become enforceable upon and at any time after the occurrence of any of the following events:

4.3.1 If the Company has failed to pay all or any of the Secured Obligations in accordance with Clause 2;

4.3.2 Any step is taken (including without limitation, the making of an application or the giving of any notice) by the company or by any other person to appoint an administrator in respect of the Company;

4.3.3 Any step is taken (including but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer to the Company or any part of its undertaking or assets);

4.3.4 The making of a request by the Company for the appointment of a receiver or administrator; or

4.3.5 If the Company breaches any term of this Floating Charge.

4.4 In the event that this charge becomes enforceable in accordance with Clause 4.3, the Bank shall be entitled at any time thereafter to appoint to the extent permitted and in accordance with the provisions of the Insolvency Act 1986 an administrator of the Company or a receiver of all or any of the Assets;

4.5 The Company shall be solely responsible for the acts and defaults of any receiver or administrator so appointed and for his remuneration, costs, charges and expenses and shall free

and relieve the Bank of all liability therefore regardless of whether the Bank shall have undertaken or accepted such liability or been found liable therefore;

4.6 A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Company either by hand or post or facsimile. A demand or notice by post may be addressed to the Company at the Company's registered office, place of business or address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been received on the business day next following the day on which it was posted whether or not returned and undelivered. If sent by facsimile such notice may be sent to the last facsimile number of the Company known to the Bank and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

4.7 To the extent that any of the Assets constitutes "**financial collateral**" and this Floating Charge and the obligations of the Company under this Floating Charge 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 (the "**FCA Regulations**")), the Bank shall have the right, at any time after the security constituted by this Floating Charge has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the Company, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Bank by reference to a public index or by such other process as the Bank may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this Clause 4.7 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

5. At any time (1) where there shall have occurred an event of default in respect of the Company's obligations to the Bank; (2) after being requested by the Company to appoint a receiver; or (3) after an application for an administration order in terms of Paragraph 22 of Schedule B1 to the Insolvency Act 1986 in relation to the Company is presented to the Court by the Company or Company's directors or by a creditor or creditors of the Company or any meeting of the Company directors is convened for the purpose of considering any resolution to present an application for such an order; The Bank shall be entitled to appoint any one or more persons as a receiver of all or any of the Assets and/or an administrator of the Company in each case in accordance with and to the extent permitted by the Insolvency Act 1986 and under declaration that:

5.1 Any instrument of appointment of a receiver or notice of appointment of an administrator hereunder shall be deemed duly executed if signed by an authorised signing official of the Bank;

5.2 The Bank may appoint more than one person to be a receiver (with power to act both jointly and severally);

5.3 If any person appointed as a receiver or administrator in terms hereof shall be removed by the Court or shall otherwise cease to act then the Bank shall be entitled to appoint one or more person or persons in his place; and

5.4 Subject to section 58 of the Insolvency Act 1986, the Bank may from time to time determine the remuneration of the receiver and may remove the receiver and appoint another person as receiver in his place.

6. Any receiver appointed by the Bank shall be entitled to exercise all the powers conferred upon a receiver by Schedule 2 of the Insolvency Act 1986 and any administrator so appointed shall be entitled to exercise all powers conferred upon an administrator by Schedule B1 to the Insolvency Act 1986, and in each case shall be entitled to take all steps incidental to the same or which may be calculated to facilitate the exercise of the same and in addition thereto shall have and be entitled to exercise the following powers:

6.1 To make any arrangements or compromise which he shall think expedient in respect of any claim by or against the Company and to sue in his own name or in the Company's name;

6.2 To call up all or any portion of the Company's uncalled capital;

6.3 To promote or procure the formation of any new company or corporation;

6.4 To subscribe for or acquire for cash any share capital of such new company or corporation in name of the Bank and on behalf of the Bank and/or in the name or names of a nominee or nominees or trustee or trustees for the Company;

6.5 To sell, feu, assign, transfer, exchange, hire out, grant, forfeit, irritate, renounce and/or give up leases of or otherwise dispose of or realise the Assets or any part thereof to any such new company or corporation, accept as consideration or part of the consideration therefore in the Company's name and on the Company's behalf and/or in the name or names of any nominee or nominees or trustee or trustees 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;

6.6 To sell, assign, transfer, exchange or otherwise dispose of or realise on the Company's behalf any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;

6.7 To sever and sell fixtures separately from the property to which they may be annexed;

6.8 To convene an extraordinary general meeting; and

6.9 To acquire any property on the Company's behalf;

7. The Bank and every receiver or administrator appointed by the Bank hereunder shall be entitled to be indemnified by the Company out of the Assets:

7.1 In respect of all liabilities and expenses incurred by the Company or him in the execution or purported execution of any of the powers, authorities or discretions vested in the Bank or him pursuant to the Insolvency Act 1986 or hereto; and

7.2 Against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Assets. The Bank and any such receiver or administrator may retain and pay all sums in respect of the same out of any monies recovered under the exercise of their respective powers herein contained or referred to.

8. **THE COMPANY UNDERTAKES** to procure that while this security is in force:

8.1 When required by the Bank to grant such specific or fixed security or charge over the whole or any of the property of the Company or the Company's subsidiary companies as shall be required by the Bank or as the Bank shall direct;

8.2 Without prejudice to the provisions hereinbefore contained, unless with the written consent of the Bank, the Company shall not create or allow to come into being any security over or charge (whether fixed or floating) upon the whole or any part or parts of the property (including heritable real and leasehold property wherever situated) assets, undertaking or uncalled capital of the Company or any of the Company's Associated Companies and no debentures, debenture stock or loan capital shall be created or issued and generally no moneys shall be borrowed or raised or the payments thereof secured in any manner of way by the Company or any of the Company's Associated Companies;

8.3 The Assets and the whole property and corporeal assets belonging to the Company's Associated Companies shall be kept in good repair and good working order and shall be insured and kept insured for their full replacement value against loss by fire and such other risks as the Bank may require, the relative policy or policies being effected as appropriate in the name of the Bank as creditors or being endorsed or noted with reference to the interest of the Bank as the Bank may require and the Company shall produce to the Bank, if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which the Bank may at the Company's expense effect or renew any such insurances as the Bank shall deem fit;

8.4 The Bank may at the expense of the Company effect or renew any insurance as the Bank may see fit, debiting the cost of such insurance to any account in the name of the Company with the Bank; and

8.5 All sums which may at any time be received under any such insurance or any other insurance covering any of the property and corporeal assets of the Company or the Company's Subsidiary companies against such risks as aforesaid shall be applied in replacing, restoring or reinstating the property or assets destroyed or damaged unless the Bank shall require the same to be applied in or towards payment of any sum or sums due by the Company to the Bank, or shall otherwise consent in writing;

8.6 Except with the written consent of the Bank no part of the heritable, real or leasehold property of the Company or any of the Company's Associated Companies shall be sold or otherwise disposed of and no lease or sub-lease shall be granted of any of the heritable, real or leasehold property of the Company or any of the Company's Associated Companies and no other property or assets of the Company or any of the Company's Associated Companies shall be sold or otherwise disposed of unless in the ordinary course of the company's business or the business or the businesses of any of the Company's Associated Companies;

8.7 No uncalled capital shall be called up by the Company or received in advance of calls without the written consent of the Bank and every amount received by the Company in respect of uncalled capital shall be paid by the Company to the Bank and who may direct and may be applied by the Bank in or towards satisfaction of sums hereby secured or intended to be secured;

8.8 In fortification of this security and any further securities in favour of the Bank the titles to all the Company's heritable real and leasehold property (so far as these are in the Company's possession or within the Company's control) and the documents of title to such of the

Company's incorporeal moveable property to which there is a document of title shall be deposited with the Bank at any time if the Bank so requires;

8.9 The Company shall not do, or permit to be done, anything which could prejudice this Floating Charge or any other security or securities granted in favour of the Bank by the Company; and

8.10 The Company shall maintain its centre of main interests (COMI) for the purposes of the Council Regulation (EC) No 1346/2000 on Insolvency Proceedings in the United Kingdom.

9. Any money received under the powers conferred by this Floating Charge will, subject to the payment or repayment of any prior claims, be paid or applied in payment or discharge of the Secured Obligations (subject to the terms of section 60 of the Insolvency Act 1986 and other applicable laws) provided that the receiver may retain any money in his hands for so long as he thinks fit and the Bank may, without prejudice to any other rights the Bank may have at any time and from time to time, place and keep for such time as the Bank may think prudent any money received, recovered or realised under or by virtue of this Floating Charge to or at a separate or suspense account to the credit either of the Company or as the Bank thinks fit without any immediate obligation on the part of the Bank to apply such money or any part of such money in or towards the payment or discharge of the Secured Obligations.

Subject to the paragraph above in this clause 9, any money received or realised by the Bank from the Company or a receiver under this Floating Charge or any administrator may be applied by the Bank to any item of account or liability or transaction in such order or manner as the Bank may determine.

10. If the Bank receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the Assets and/or the proceeds of sale thereof, the Bank may open a new account or accounts with the Company. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Floating Charge is security.

11. The Company authorises the Bank at any time or times after a sum has become due under this Floating Charge, and without notice to the Company to apply any credit balance to which the Company shall be entitled on any account of the Company (in whatever currency such credit balance may be denominated and whether or not there are any restrictions on the withdrawal of such credit balance) against any amounts due from the Company to the Bank (howsoever arising) but unpaid. The Bank is authorised by the Company to purchase with the monies standing to credit of any such account such other currencies as may be necessary to effect such application.

12. The Company hereby by way of security and in order to more fully to secure the performance of its obligations hereunder irrevocably appoints the Bank and any delegate or sub-delegate appointed by the Bank and every receiver or administrator appointed hereunder to be its attorney and on its behalf and in its name or otherwise to execute and do all such assurances, acts and things which the Company ought to do under the covenants and provisions contained in this Floating Charge (including without prejudice to the generality of the foregoing, to make any

demand upon or give any notice or receipt to any person owing money to the Company and to execute and deliver any fixed charges or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Floating Charge or by statute on the Bank or any such receiver, delegate, sub-delegate or administrator and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may deem proper in or for the purpose of exercising any of such powers, authorities and discretions.

The Company hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned above shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to above.

13. The Bank, every receiver and every attorney, manager, agent, employee or other person appointed by the Bank or any such receiver under or in connection with this Floating Charge shall be and is hereby indemnified by the Company in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in them or him pursuant to the terms of this Floating Charge (or by any law or regulation) and against all actions, proceedings, costs, 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 property, assets and rights hereby charged and the Bank, any receiver or any such other person may retain and pay all sums in respect of the same out of money received under the powers conferred by this Floating Charge.

The indemnity under this Clause 13 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of the Bank or the receiver.

14. The Bank shall have the right to assign the whole or any part of the benefit to it respectively of this Floating Charge and the expression "the Bank" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Floating Charge in the same manner as if named herein. The Bank shall be entitled to impart any information concerning the Company to any such assignee or other successor of any participant or proposed assignee, successor or participant.

15. Any communication to be made under or in connection with this Floating Charge shall be made in writing and, unless otherwise stated, may be made by fax or letter, as follows:

15.1 The address and fax number of the Bank for any communication or document to be made or delivered under or in connection with this Floating Charge is AIB Group (UK) plc, Podium Level, St Helen's, 1 Undershaft, London, EC3A 8AB, fax number 020 7090 7101, marked for the attention of John McMullen, or any substitute address or fax number as the Bank may notify to the Company by not less than five Business Days' notice.

15.2 The address of the Company for any communication or document under or in connection with this Floating Charge is its registered office at the time such communication or document is made or delivered. The fax number of the Company for any communication or document to be

made or delivered under or in connection with this Floating Charge is the fax number most recently provided to the Bank by the Company.

15.3 Subject to clause 15.4, any communication made or document made or delivered by one person to another under or in connection with this Charge will only be effective:

15.3.1 if by way of fax, when received in legible form; or

15.3.2 if by way of letter, when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

15.4 Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank.

16. The Company (at its own cost) will on demand in writing by the Bank execute and deliver (in such form as the Bank may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Bank may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Floating Charge or for facilitating the realisation of the Assets charged by this Charge or the exercise of any rights of the Bank under this Floating Charge.

17. AND the Company binds and obliges itself for the whole expenses of creating and enforcing this security and also for the expenses of any assignation or discharge thereof; and the Company warrants these presents at all hands and against all persons; and the Company consents to the registration hereof and of any certificate signed in pursuance of these presents for preservation and execution: and this Floating Charge shall be governed and construed in accordance with Scots law:

IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages are executed as follows:

The Company

SUBSCRIBED by

MILLER LOCHSIDE VIEW LIMITED

acting by:

ANDREW SUTHERLAND ..... [redacted] ....Director

(Print Full Name) (Signature)

EWAN JAMES EDWARD HAGGERTY ..... [redacted] .....Director/Secretary

(Print Full Name) (Signature)

together at EDINBURGH

on 22 DECEMBER 2014