

MR01

Particulars of a charge

526208/13

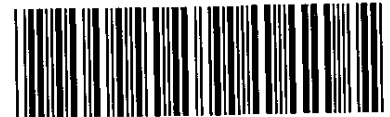
A fee is payable with this form.
Please see 'How to pay' on the
last page.

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
instrument. Use form MR08.

MONDAY



S2NTXQQW

SCT

23/12/2013

#662

COMPANIES HOUSE

This form must be delivered to the Registrar for registration with
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 will be
scanned and placed on the public record.

1 Company details

Company number S C 4 1 3 6 4 3
Company name in full GRANDYARD INVESTMENTS LIMITED

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 ^d1 ^d3 ^m1 ^m2 ^y2 ^y0 ^y1 ^y3

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 CLOSE BROTHERS LIMITED

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

N/A

5

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**

7

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).

9

Signature

Please sign the form here.

Signature

Signature

X



X

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

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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 ALAN GLEN

Company name DWF BIGGART BAILLIE

Address NO. 2 LOCHRIN SQUARE

96 FOUNTAINBRIDGE

Post town EDINBURGH

County/Region

Postcode E H 6 6 Q U

Country

DX ED 15

Telephone 0131 226 5541



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: 413643

Charge code: SC41 3643 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 13th December 2013 and created by GRANDYARD INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2013.

Given at Companies House, Edinburgh on 3rd January 2014



Companies House



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




DATED 13 DECEMBER

2013

- (1) GRANDYARD INVESTMENTS LIMITED
- (2) CLOSE BROTHERS LIMITED

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL



FOR DWF LLP

CHARGE OVER SHARES

RELATING TO

GRANDYARD LIMITED

THIS DEED is made the 13TH day of DECEMBER 2013

BETWEEN:

- (1) **GRANDYARD INVESTMENTS LIMITED** incorporated in Scotland with company number SC413643 whose registered office is at Capella Building (Tenth Floor), 60 York Street, Glasgow, United Kingdom G2 8JX (the "**Chargor**"); and
- (2) **CLOSE BROTHERS LIMITED** of 10 Crown Place, London EC2A 4FT (the "**Bank**").

BACKGROUND:

- (A) The Chargor is the registered beneficial owner of the Scheduled Securities as defined in Clause 1.1.
- (B) Pursuant to the Facility Letter the Bank has agreed to make available loan facilities to the Borrower.
- (C) As security inter alia for the obligations of the Borrower to the Bank pursuant to the Facility Letter the Chargor has agreed to deposit the Scheduled Securities with the Bank in accordance with the terms of this Deed and hereby charges the Scheduled Securities to the Bank in the manner set out in this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 In this Deed (and the Schedules hereto) unless there is something in the subject or context inconsistent therewith the following expressions shall have the following meanings:

"**Borrower**" means Grandyard Investments Limited incorporated in Scotland with company number SC413643 whose registered office is at Capella Building (Tenth Floor), 60 York Street, Glasgow, United Kingdom G2 8JX;

"**Business Day**" means a day (other than a Saturday or Sunday) on which the London Interbank Market is open and on which banks are open for general business in London;

"**Encumbrance**" means any mortgage, charge (whether freed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"**Event of Default**" means any one of the events of default specified in the Facility Letter;

"**Facility Letter**" means a facility letter dated 27 November 2013 between the Bank and the Borrower as amended by an amendment letter dated 4 December 2013 and as further amended replaced varied restated or novated from time to time;

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

"**Financial Collateral Regulations**" the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

"**Indebtedness**" shall mean all or any monies obligations and liabilities whether actual or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the Bank by the Borrower whether solely or jointly and

whether as principal or surety or in respect of which the Borrower or the Chargor may otherwise be or become liable to the Bank on any account whatsoever including (without prejudice to the generality of the foregoing) the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Borrower all fees costs expenses (including legal surveyors valuers and other costs on a full indemnity basis) commission discount charges and other sums incurred by the Bank in relation to the Indebtedness this Deed or any guarantee or security now or hereafter held for the Indebtedness or in enforcing payment whether against the Borrower, the Chargor or others together with interest (including without limitation, default interest) to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be payable under the terms of the Facility Letter. References to the Indebtedness shall include not only the whole but any part thereof;

"Proceedings" means any suit, action or proceeding arising out of or in connection with this Deed;

"Related Security" means any guarantee, indemnity, mortgage, charge, pledge or other security now or from time to time hereafter held by the Bank in respect of or in connection with the Facility Letter or all or any part of the Indebtedness;

"Related Security Document" means any document creating, evidencing, or regulating the terms of any Related Security;

"Scheduled Securities" means the rights, title and interest present and future of the Chargor in and to:

- (a) the shares, stocks and securities listed in Schedule 1 hereto held by the Bank as security for the repayment of the Indebtedness;
- (b) any other shares, stocks and securities issued to the Chargor to be substituted from time to time for those shares, stocks and securities listed in Schedule 1 hereto held by the Bank as security for the repayment of the Indebtedness; and
- (c) all interest, dividends (cash or otherwise) bonus issues, distributions, allotments, offers by way of rights, benefits, proceeds and entitlements or otherwise arising from or attaching to any of the securities referred to in (a) to (b) above.

1.2 In this Deed unless the context otherwise requires:

- (a) clause headings are for ease of reference only and shall not affect the construction of this Deed;
- (b) any reference to any agreement or document shall be deemed to refer to the same as amended, modified or supplemented from time to time by the parties thereto;
- (c) references to **"person"** shall mean any person, firm, body corporate or unincorporated body of persons an association a trust or any other entity or organisation including a government or political sub-division or an agency or instrument thereof;
- (d) any reference to the masculine gender shall include the feminine gender and neuter meaning and vice-versa;
- (e) words importing the singular number only include the plural and vice-versa and where there are two or more persons included in the expression the **"Chargor"** references to the Chargor are references to respectively all or any of them as the context may require;

- (f) where there are two or more persons included in the expression the "**Chargor**" all assignments, charges, agreements, undertakings, covenants, obligations, warranties and representations given, undertaken, made or assumed by or reference to the Chargor hereunder shall be deemed to have been given, undertaken, made or assumed by or are references to them jointly and severally and construed accordingly;
 - (g) the expression the "**Chargor**" includes the persons deriving title under the Chargor and the expression the "**Bank**" includes its successors in title and assigns;
 - (h) any reference to a Clause or a Schedule is a reference to a clause hereof or a schedule hereto (unless the contrary is stated or the context otherwise requires);
 - (i) references to statutory provisions includes a reference to any subordinate legislation and shall be construed as references to provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include provisions of which they are re-enactments (whether with or without modification).
- 1.3 This Deed and the Facility Letter shall each constitute independent documents but in addition each and every provision contained in this Deed shall form part of the Facility Letter as if separately set out therein. Each and every provision of the Facility Letter not contained in this Deed shall form part hereof as if separately set out herein. To the extent that there is any conflict between any provision contained in the Facility Letter and any provision contained in this Deed the Facility Letter shall prevail.
- 1.4 If the Bank considers that an amount is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.5 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- 1.6 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 1.7 The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.
- 2. COVENANT TO PAY**
- 2.1 The Chargor shall on demand pay and discharge the Indebtedness on the due date and in the manner provided in the Facility Letter or under the relevant clause of the Related Security Document.
- 3. CHARGE**
- 3.1 The Chargor charges by way of first fixed charge to the Bank with full title guarantee all of its present and future rights, title and interest in and to the Scheduled Securities as continuing security for the repayment of the Indebtedness.
- 3.2 If at any time the Indebtedness has been fully discharged and repaid and the Chargor has no actual or contingent liability to the Bank the Bank shall (at the request and full cost of the Chargor) re-transfer to the Chargor the Scheduled Securities or otherwise release the Scheduled Securities to the Chargor (which have been charged to the Bank pursuant to this Deed) without recourse or warranty.

4. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Bank (and so that such representations and warranties shall be deemed to be made at the date hereof and thereafter on the last Business Day of each calendar month) that:

- (a) it has and will at all times have good title to and is and will at all times be the sole, legal and beneficial owner of the Scheduled Securities free from any charges other than the security constituted or evidenced by this Deed or any other charge permitted by the Facility Letter that the Scheduled Securities are fully paid that there are no moneys or liabilities outstanding or payable in respect of the Scheduled Securities and that the Chargor is lawfully entitled (with full power under its Memorandum and Articles of Association or its other constitutional documents) to create security over the same in favour of the Bank. The act of depositing any Scheduled Securities hereunder or any certificates, documents of title or other documentary evidence of title to the same shall on each occasion constitute a further and separate representation and warranty that the Chargor is and will at all times have title to and is and will at all times be the sole legal and beneficial owner of the Scheduled Securities and that these are free from any charges other than the security constituted and evidenced by this Deed or any other charge permitted by the Facility Letter that the Scheduled Securities are fully paid that there are no moneys or liabilities outstanding or payable in respect thereof and that the Chargor is lawfully entitled to create security over the same in favour of the Bank;
- (b) it has not heretofore sold, transferred or otherwise disposed of the benefit of or agreed to sell transfer or otherwise dispose of the benefit of its (or any part of its) rights, title and interest in and to the Scheduled Securities;
- (c) the information set out in the Schedule in relation to the Scheduled Securities is true and accurate in all respects and all expressions are believed to be true and such representations and warranties were made in order to induce the Bank to enter into this Deed; and
- (d) the Chargor has sufficient financial resources available to meet its commitments under this Deed and there has been no adverse change in its financial condition business or assets since the date of its latest published audited accounts.

5. COVENANTS AND UNDERTAKINGS

5.1 The Chargor covenants with the Bank that it:

- (a) will comply at all times with the terms (express or implied) of this Deed and execute, deliver and perform or procure the execution, delivery and performance of all such documents as may be necessary or desirable to secure to the Bank the full benefit of this Deed or the rights, powers and remedies herein conferred on the Bank (including without limitation all consents, waivers, approvals and permissions which are necessary for the charging or transfer of the Scheduled Securities);
- (b) shall not during the currency of this Deed without the prior written consent of the Bank:
 - (i) further assign or otherwise create any Encumbrance over its (or any part of its) rights, title and interest in and to the Scheduled Securities; or
 - (ii) sell, transfer or otherwise dispose of the benefit of or agree to sell, transfer or otherwise dispose of or otherwise create or grant (or purport

to create or grant) any interest in any of the Scheduled Securities in favour of a third party the benefit of its (or any part of its) rights, title and interest in and to the Scheduled Securities; or

- (iii) take or omit to take any action the taking or omission whereof would or might impair the interest of the Bank or the Chargor or both in the Scheduled Securities;
- (c) will terminate with immediate effect all nominations it may have made under sections 145 and 146 of the Companies Act 2006 in respect of any Scheduled Securities and, pending such termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Scheduled Securities without the prior written approval of the Bank; and
 - (ii) immediately upon receipt, forward to the Bank all communications or other information received in respect of any Scheduled Securities for which it has been so nominated;
- (d) amend, or agree to the amendment of, the memorandum or articles of association of any issuer (not being a public company) of any Scheduled Securities, or the rights or liabilities attaching to them.

5.2 The Chargor irrevocably undertakes to:

- (a) deposit with the Bank (to the intent that the same shall be subject in all respects to the provisions of this Deed and to the extent not previously deposited with the Bank):
 - (i) all certificates, documents of title and other documentary evidence of all rights bonuses, new shares, stock, rights to take up securities or other securities of whatever nature (including without limitation any security resulting from any conversion, consolidations or sub-divisions of the Scheduled Securities or rights arising from a reduction of capital liquidation or scheme of arrangement) which at any time during the currency of this Deed may be issued in respect of any of or attributable to the Scheduled Securities; and
 - (ii) executed blank stock transfer forms of the Scheduled Securities duly executed by the Chargor so that the Bank may at any time after this Charge has become enforceable without notice present them for registration;
- (b) to the extent not previously transferred and upon the Bank's written demand procure the transfer of the Scheduled Securities to the Bank or any nominee notified to the Chargor and in relation to those shares, stocks and securities listed in the Schedule procure that the Bank or such nominee shall be registered as the holder of these shares and issue share certificates to it in respect thereof as soon as possible after the date of this Deed;
- (c) duly and promptly pay all calls which may from time to time be made in respect of unpaid moneys under any of the shares, stocks and securities listed in the Schedule and duly and promptly pay any other moneys which the Chargor may lawfully be required to pay in respect of the Scheduled Securities (failing which the Bank may at its discretion but without obligation make such payments on behalf of the Chargor and shall on demand be reimbursed by the Chargor on demand by the Bank on a full indemnity basis);

- (d) forthwith to provide or cause to be forthwith provided to the Bank a copy of any report, accounts, circular or notice sent or provided to it in its capacity as the registered holder (as the case may be) of the Scheduled Securities;
- (e) keep the Bank fully and effectively indemnified from and against any and all actions, losses, claims, proceedings, costs, demands and liabilities which may be suffered or incurred by the Bank as a result on the part of the Chargor of any breach of any of those covenants listed in Clause 5.1 or of any breach of these undertakings listed in this Clause 5.2; and
- (f) refrain from exercising any rights to nominate any person (other than the Bank) to enjoy or exercise any rights relating to any of the Scheduled Securities.

6. POWERS AND ENFORCEMENT

6.1 This Deed and the security shall become immediately enforceable upon the occurrence of an Event of Default and the Indebtedness shall immediately become due and payable and the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 (as varied or amended by this Deed) shall be immediately exercisable at any time and whereupon the Bank shall cease to be under any obligation whatsoever to the Chargor under the Facility Letter and may in its absolute discretion (and without being responsible to the Chargor for any loss or damage which may arise in connection therewith) enforce all or any of its rights, powers and remedies possessed by it according to law as mortgagee of the Scheduled Securities and in any event shall have the right to:

- (a) collect, recover, compromise and give a good discharge for any and all monies and claims for monies due or to become due and for the time being comprised in the Scheduled Securities;
- (b) exercise in relation to the Scheduled Securities all such voting and any other powers or rights as the Chargor then might exercise in relation to the Scheduled Securities or might but for the terms of Clause 6.1(c) so exercise;
- (c) take any and all steps necessary to vest the Scheduled Securities in the name of the Bank or its nominee;
- (d) sell, exchange, convert into money or otherwise dispose of or realise or concur in selling, exchanging, converting into money or otherwise disposing of or realising any or all of the Scheduled Securities either by public offer or private contract and for such consideration and on such terms as the Bank may think fit and to apply the net proceeds thereof in or towards payment of any of the Indebtedness;
- (e) retain any dividends, interest or other distributions paid in respect of the Scheduled Securities and apply them as though they were proceeds of sale hereunder; and
- (f) do all such other acts and things as may be considered to be incidental or conducive to any powers and/or matters which the Bank may or can lawfully do according to law as mortgagee of the Scheduled Securities,

Provided that upon any sale of the Scheduled Securities or any part thereof pursuant to this Clause 6:

- (i) the purchaser shall be neither bound nor entitled to see or enquire whether the Bank's power of sale has arisen as hereinbefore provided;

- (ii) the purchaser shall be neither bound nor entitled to see or enquire whether the Bank has given the Chargor notice of its intention to sell the Scheduled Securities;
- (iii) the sale shall as between the Bank and the purchaser be deemed in all circumstances to be within the power of the Bank and such power shall include the power to postpone such sale and the Bank may exercise any such sale without being answerable to the purchaser for any loss occasioned by such sale or resulting from any postponement thereof or resulting from the exercise by the Bank of any of its rights under this Deed;
- (iv) the purchaser shall be neither bound nor entitled to concern itself with the proceeds of sale nor shall it in any circumstances be answerable for the application thereof; and
- (v) the Bank's receipt to the purchaser for the purchase money shall be a good discharge to the purchaser in respect of its obligation to pay the same.

6.2 All monies received by the Bank under this Deed may, at the discretion of the Bank, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Bank and the Chargor and may be held in such account for so long as the Bank thinks fit.

6.3

- (a) To the extent that the Scheduled Securities constitutes Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Bank shall have the right, at any time after this Deed has become enforceable, to appropriate all or any of the Scheduled Securities in or towards the payment and/or discharge of the Indebtedness in such order as the Bank in its absolute discretion may from time to time determine.
- (b) The value of any Scheduled Securities appropriated in accordance with this Clause 6.3 shall be the price of that Scheduled Securities at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Bank may select (including independent valuation).
- (c) The Chargor agrees that the methods of valuation provided for in this Clause 6.3 are commercially reasonable for the purposes of the Financial Collateral Regulations.

7. NO DUTIES

7.1 The powers conferred on the Bank by this Deed are solely to protect its interest in the Scheduled Securities and shall not impose any duty on the Bank to exercise any of those powers.

7.2 The Bank shall not, in respect of any of the Scheduled Securities, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversion, exchanges, maturities, tenders or other matters relating to any Scheduled Securities or the nature or sufficiency of any payment whether or not the Lender has or is deemed to have knowledge of such matters; or

- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Scheduled Securities.

7.3 The Bank shall not be liable to account as a mortgagee in possession in respect of the Scheduled Securities, and shall not be liable in connection with the Scheduled Securities for:

- (a) any loss on realisation;
- (b) any failure to present any interest coupon or any bond or stock drawn for repayment;
- (c) any failure to pay any call or instalment;
- (d) the acceptance of any offer or the notification of the Chargor of any such offer;
- (e) any failure to ensure that the correct amounts are paid or received in respect of the Scheduled Securities;
- (f) any negligence or default by its nominees; or
- (g) any other loss of any nature whatsoever.

8. REMEDIES AND WAIVERS

8.1 The rights, powers and remedies provided in this Deed are cumulative and are not and nor are to be construed as exclusive of any rights, powers or remedies provided by the Facility Letter and any Related Security Document or by law.

8.2 No failure to exercise nor any delay on the part of the Bank in exercising any right, power or remedy provided in this Deed, the Facility Letter and any Related Security Document or by law shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise of the same such right, power or remedy.

8.3 The Bank shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this Deed, and the Chargor irrevocably authorises the Bank and its agents to do all such things as are necessary or desirable for that purpose.

9. APPLICATION OF MONIES

9.1 Subject to Clause 9.2 any monies received by the Bank subsequent to the occurrence of an Event of Default shall be applied in the following order of priority but without prejudice to the rights of the Bank to recover any shortfall from the Chargor:

- (a) in or towards payment to the Bank of any sum due to the Bank pursuant to Clause 16.4;
- (b) in or towards payment to the Bank of the whole or any part of the Indebtedness; and
- (c) in payment of the balance (if any) to the Chargor or to any other person so entitled as the Chargor shall inform the Bank in writing.

9.2 At all times prior to the occurrence of an Event of Default the Bank shall procure that it (or its nominee) shall at the full cost of the Chargor pay to the Chargor all cash

dividends, interest and other moneys payable to the Chargor in respect of any of the Scheduled Securities.

10. NEW ACCOUNTS

- 10.1 If the Bank receives notice of any Encumbrance or other interest affecting all or part of the Scheduled Securities, the Bank may open a new account or accounts for the Chargor in the Bank's books and (without prejudice to the Chargor's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Indebtedness.
- 10.2 If the Bank does not open a new account or accounts immediately on receipt of notice under Clause 10.1 above, then, unless the Bank gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Bank of notice under Clause 10.1 all payments made by the Chargor to the Bank shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Indebtedness.
- 10.3 If the Bank has more than one account for the Chargor in its books, the Bank may at any time after:
- (a) the security constituted by this Deed has become enforceable; or
 - (b) the Bank has received notice of any Encumbrance or other interest affecting all or any part of the Scheduled Securities;

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit, but the Bank shall notify the Chargor of the transfer once made.

11. REPRESENTATIONS AND WARRANTIES

The representations and warranties set out in Schedule 2 are made by the Chargor on the date of this Deed, and shall be deemed to be repeated on each day during which this Deed remains in force with reference to the facts and circumstances then existing.

12. CONTINUING AND INDEPENDENT SECURITY

- 12.1 The Bank may at any time without thereby discharging, impairing or otherwise affecting the security hereby created or the rights powers and remedies conferred upon it by this Deed or by law:
- (a) offer or agree to or enter into any agreement for a variation of the Facility Letter;
 - (b) offer or agree to any waiver or release of any of the obligations of the Chargor under the Facility Letter;
 - (c) renew any drafts bills, notes or negotiable instruments evidencing or held in connection with all or any part of the Indebtedness;
 - (d) compound with or prove in a bankruptcy, administration, winding-up, liquidation or re-organisation of the Chargor; and
 - (e) give or agree to give any time or other indulgence to the Chargor in respect of its obligations under the Facility Letter.
- 12.2 This Deed shall be in addition to and not in substitution for or derogation of any Related Security Document and accordingly neither the security hereby created nor the rights,

powers and remedies conferred on the Bank by this Deed or by law shall be discharged, impaired or otherwise affected by any:

- (a) failure by the Bank to take any Related Security agreed to be taken between the Bank and the Chargor or any other person;
- (b) total or partial invalidity, voidability or unenforceability of any Related Security taken or purportedly taken;
- (c) offer of or agreement to or for a variation of any of the terms of a Related Security Document;
- (d) release, exchange, transfer or substitution of any Related Security;
- (e) offer of or agreement to or for any waiver or release of any of the obligations of any person under a Related Security Document;
- (f) composition with or proof in a bankruptcy, administration, winding-up, liquidation or re-organisation of any person bound by or party to a Related Security Document; and
- (g) time or other indulgence given to any person in respect of any of its obligations under a Related Security Document.

- 12.3 The Bank shall not be obliged before taking steps to enforce the security created by this Deed to exercise any of the rights, powers and remedies conferred upon it in this Deed or by law to take action or obtain judgment in any court against the Chargor or any other person bound by or party to a Related Security Document or to make or file any claim in a bankruptcy, administration, winding-up, liquidation or re-organisation of the Chargor or any other such person or to enforce or seek to enforce the Facility Letter or any Related Security Document.

13. AUTHORITY OF THE BANK

The Bank may:

- (a) ask, require, demand, receive and give acquittance for any and all monies and claims for monies due and to become due and for the time comprised in the Scheduled Securities;
- (b) endorse any cheques or other instruments or orders in connection therewith; and
- (c) make any claims, take any action or institute any Proceedings which may be necessary or advisable in the circumstances but shall not be obliged to make any enquiries as to the nature or sufficiency of any payment received by the Bank in consequence hereof.

14. EXERCISE OF REMEDIES

Subject to the provisions of this Deed the Bank may exercise its power of sale hereunder in such manner and at such times as the Bank in its absolute discretion may determine and shall not in any circumstances be answerable for any loss occasioned to any party by such assignment or sale or resulting from postponement thereof.

15. POWER OF ATTORNEY

15.1 The Chargor hereby irrevocably appoints the Bank and any officer authorised by the Bank as its attorney by way of security and in order to more fully secure the performance of the obligations hereunder:

- (a) for and on behalf of the Chargor and in its name and as its act and deed to execute, deliver and otherwise perfect any such document as is mentioned in Clauses 5.1(a) and 5.2(a) or (b);
- (b) for and on behalf of the Chargor and in its name and as its act and deed to execute and deliver to any purchaser of all or any part of the Scheduled Securities from the Bank in exercise of its powers under Clause 5 an assignment transfer or other assurance in respect of the Scheduled Securities or any other document in respect of any sale or other disposal of the Scheduled Securities; and
- (c) in the name of the Chargor to do all such acts and execute all such documents as the Chargor itself could carry out in relation to the Scheduled Securities or could do so but for the terms of Clause 5.1(c);

Provided that:

- (i) the Bank shall not exercise the power contained in this Clause 15 unless an Event of Default occurs; but
- (ii) the exercise of such power by the Bank shall not put any person dealing with it upon any enquiry as to whether an Event of Default has occurred nor shall any such person be in any way affected by notice to the contrary and the exercise by the Bank of the power contained in this Clause 15 shall (as between the Bank and any such person) be conclusive evidence of the Bank's right to exercise the same.

15.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever the Bank (as its attorney) shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause.

16. MISCELLANEOUS

16.1 Neither the restriction on consolidating mortgage securities contained in Section 93 nor those contained in Section 103 of the Law of Property Act 1925 shall apply to this Deed or the security hereby created.

16.2 A certificate of an officer or attorney of the Bank as to the amount at any given time of the Indebtedness shall (save in the case of manifest error) be conclusive evidence as against the Chargor of the amount so owing.

16.3 The obligations on the part of the Chargor contained herein shall bind it and its successors and permitted assigns and the rights, powers and remedies of the Bank herein contained shall enure to the benefit of his successors and assigns whether or not so expressed; and

16.4 The Chargor hereby covenants to pay to the Bank on demand (on a full indemnity basis) all costs, charges, expenses and disbursements including legal fees and stamp duty (if any) incurred and payments made by the Bank in connection with the negotiation, preparation, execution and enforcement of this Deed or with the exercise of the rights, powers and privileges hereby granted together with interest as from the date of the same having been incurred until payment at the rate for the time being payable hereunder in respect of interest on the principal monies intended to be hereby secured (which shall be payable as well after as before any judgment hereunder) and

all monies payable by the Chargor hereunder shall constitute part of the Indebtedness secured hereunder.

17. EXERCISE OF VOTING RIGHTS

17.1 During such time as the Bank or any nominee for the time being of the Bank shall be registered in the register of members as the holder of any of the Scheduled Securities the Bank will or will procure that the rights attached to such of the Scheduled Securities are only exercisable in the interests of the Chargor provided that nothing contained in this Clause 17.1 shall in any manner whatsoever restrict the Bank or any nominee for the time being of the Bank from exercising any such rights in such manner as it shall in its absolute discretion determine where such rights are being exercised for the purposes of preserving the value of the security or any part thereof or of realising the security or any part thereof.

17.2 In the event of the Bank or any nominee for the time being of the Bank wishing to exercise any such rights as are referred to in Clause 17.1 the Bank shall be entitled (but not obliged) to request in writing that the Chargor gives notice in writing to the Bank of the manner in which it desires to see such rights exercised and any exercise of such rights in accordance with any such notice shall be deemed to be an exercise of such rights in the interests of the Chargor.

17.3 In the event that the Chargor shall fail to give notice in writing pursuant to Clause 17.2 within 3 Business Days of a request in writing from the Bank so to do then the Chargor shall be deemed to have given notice to the Bank that the exercise of such rights will be in its interests whatever way such rights may be exercised.

17.4 The provisions of Clause 17.2 shall be without prejudice to any other manner in which the Bank or any nominee for the time being of the Bank may ascertain what is in the interests of the Chargor.

18. SEVERABILITY

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

19. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of such counterparts shall be deemed to constitute one and the same Deed.

20. AUTHORITY TO DELIVER

The signature or sealing of this document by or on behalf of a party shall constitute an authority to the solicitors or an agent or employee of the solicitors acting for that party in connection with this document to deliver it as a deed on behalf of that party and it is not intended to take effect as a deed of that party until it has been so delivered on behalf of that party under this authority.

21. NOTICES

21.1 Each notice, request, demand or other document to be given or made hereunder shall be in writing addressed to the relevant party at the relevant party's address specified herein or at such other address as the relevant party last notified to the other in writing or at the relevant party's registered office last known address or place of business.

21.2 Any notice, request, demand or other communication to be given or made by one party to the other shall be deemed made:

- (a) when transmitted (if given or made by facsimile); or
- (b) when left at the address referred to in Clause 21.1 or in the case of a notice to the Chargor when served on any one of the directors or on the secretary thereof; or
- (c) three days after posting by first class post addressed as required above (if given or made by letter).

22. GOVERNING LAW AND JURISDICTION

22.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

22.2 The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

22.3 The Chargor irrevocably appoints [NAME] of [ADDRESS] [FAX NUMBER] as its agent to receive on its behalf in England or Wales service of any proceedings under clause 22.2. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Chargor) and shall be valid until such time as the Bank has received prior written notice from the Chargor that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Chargor shall forthwith appoint a substitute acceptable to the Bank and deliver to the Bank the new agent's name, address [and fax number] within England and Wales, failing which the Bank may select a substitute agent to receive on the Chargor's behalf service of any proceedings under clause 22.2.

22.4 The Chargor irrevocably consents to any process in any proceedings under clause 22.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

23. WAIVERS

Any waiver or variation of any right or remedy by the Bank (whether arising under this Deed or under the general law), or any consent or other relaxation of the same or any indulgence time or relaxation granted at any time by the Bank to the Chargor or to any other person, shall without any express reservation to that effect be deemed to be without prejudice and shall not affect exercise at any time hereafter by the Bank of all and any of its rights and remedies under this Deed which rights and remedies shall continue in full force and effect as though no such waiver or variation had been made or indulgence time or relaxation granted.

24. ASSIGNMENT

24.1 The Bank may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Bank's rights and obligations under this Deed to any person.

24.2 The Chargor may not assign any of its rights or transfer any of its obligations under this Deed or enter into any transaction, which would result in any of the Chargor's rights or obligations under this Deed passing to another person.

IN WITNESS whereof this Deed has been executed on the day and year first before written.

SCHEDULE 1**Scheduled Securities**

2,358,078 ordinary shares of £1.00 each in the issued share capital of Grandyard Limited (registered in England and Wales with registration number 04393442) duly registered in the name of the Chargor.

SCHEDULE 2

Representations and Warranties

1. OWNERSHIP OF CHARGED PROPERTY

The Chargor is the sole legal and beneficial owner and registered holder of all the Scheduled Securities free from any Encumbrance other than this Deed.

2. VALIDITY OF ISSUE

The Scheduled Securities have been duly authorised and validly issued, and are and will be free from any restrictions on transfer or rights of pre-emption.

3. FULLY PAID

The Scheduled Securities are fully paid up and there are no monies or liabilities outstanding in respect of any of them.

4. NO CONFLICTING RIGHTS OR BREACH

This Deed does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound.

5. ENFORCEABLE SECURITY

This Deed constitutes and will continue to constitute the legal valid binding and enforceable obligations of the Chargor, and is and will continue to be effective security over all and every part of the Scheduled Securities in accordance with its terms.

6. AVOIDANCE OF SECURITY

This Deed is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

7. CONSTITUTION AND AUTHORITY

The Chargor:

- (a) is duly incorporated and validly existing under the law of its country of incorporation;
- (b) has the necessary capacity, power and authority to enter into and perform its obligations under this Deed; and
- (c) has obtained all necessary authorisations and consents, which will remain in full force and effect so long as this Deed subsists, to enable and entitle it to enter into this Deed.

SIGNED as a DEED by THE

CHARGOR acting by a director in the presence of:


Witness' Signature: 

Name: JOZANNE RAINBRIDGE

Address:

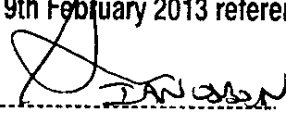
60 YORK STREET
GLASGOW
G2 8JX


Occupation: SOLICITOR



SIGNED for and on behalf of CLOSE BROTHERS LIMITED :

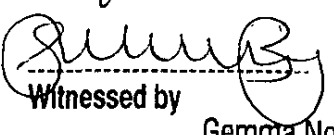
Executed by Close Brothers Limited as a Deed pursuant
to a Power of Attorney dated 18th January 2013 (filed at
Land Registry Head office under its facility letter dated
19th February 2013 reference 115/136/169)


Authorised Signatory


Authorised Signatory


Witnessed by

Gemma Nosworthy


Witnessed by

Gemma Nosworthy