

MR01

Particulars of a charge

13/040668

Oyez

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

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

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

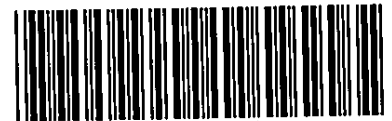
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

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

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. 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.

THURSDAY



S2BVJKL5

SCT

04/07/2013

#776

COMPANIES HOUSE

1 Company details

Company number S C 4 4 4 2 1 5
Company name in full Fishers Topco Limited (the **Chargor**)

For official use
2

Filing 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 7 0 6 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 Cavendish Square Partners Limited Partnership
(registered number LP1246) acting by its general
Name partner Cavendish Square Partners (General Partner)
Limited (the **Chargee**)

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

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

MR01

Particulars of a charge

8

Trustee statement ⓘ

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.

☐

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

9

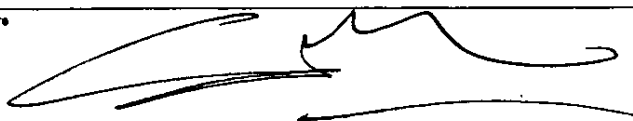
Signature

Please sign the form here.

Signature

Signature

×



×

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
KJM/TAF - CAV009.0005

Company name
Dundas & Wilson CS LLP

Address
Saltire Court

20 Castle Terrace

Post town
Edinburgh

County/Region
Mid Lothian

Postcode
E H 1 2 E N

Country
Scotland

DX

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: 444215

Charge code: SC44 4215 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th June 2013 and created by FISHERS TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2013.

Given at Companies House, Edinburgh on 9th July 2013



DUNDAS & WILSON

BOND AND FLOATING CHARGE

between

(1) FISHERS TOPCO LIMITED

(2) FISHERS SERVICES GROUP HOLDINGS LIMITED

(3) FISHERS HOLDINGS LIMITED

(4) FISHERS SERVICES LIMITED

(5) FISHERS SERVICES (ABERFELDY) LIMITED

(6) FISHERS SERVICES (CUPAR) LIMITED and

(7) CLEANGEAR LIMITED

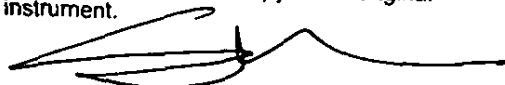
as Chargors

in favour of

**CAVENDISH SQUARE PARTNERS LIMITED PARTNERSHIP acting by its general partner
CAVENDISH SQUARE PARTNERS (GENERAL PARTNER) LIMITED**

Ref: GLM/CLP/CAV009.0005

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.



For and on behalf of Dundas & Wilson ~~GS LLP~~
Date:

INDEX

1.	Definitions and Interpretation	1
2.	Bond	3
3.	Floating Charge	3
4.	Negative pledge and ranking of Floating Charge	3
5.	Set-off	4
6.	Enforcement	4
7.	Office of Receiver	6
8.	Application of enforcement proceeds	7
9.	Protection of Security	7
10.	Mandate and Attorney	9
11.	Assignment by the Chargee	9
12.	Notices	10
13.	Governing Law and Jurisdiction	10
14.	Consent to registration	11

BOND AND FLOATING CHARGE

BETWEEN:

- (1) **FISHERS TOPCO LIMITED**, a company incorporated under the Companies Acts with registered number SC444215 and having its registered office at 16 Charlotte Square, Edinburgh EH2 4DF;
- (2) **FISHERS SERVICES GROUP HOLDINGS LIMITED**, a company incorporated under the Companies Acts with registered number SC263302 and having its registered office at Riggs Place, Cupar, Fife KY15 5JA;
- (3) **FISHERS HOLDINGS LIMITED**, a company incorporated under the Companies Acts with registered number SC089382 and having its registered office at Riggs Place, Cupar, Fife KY15 5JA;
- (4) **FISHERS SERVICES LIMITED**, a company incorporated under the Companies Acts with registered number SC067627 and having its registered office at Riggs Place, Cupar, Fife KY15 5JA;
- (5) **FISHERS SERVICES (ABERFELDY) LIMITED**, a company incorporated under the Companies Acts with registered number SC089407 and having its registered office at Riggs Place, Cupar, Fife KY15 5JA;
- (6) **FISHERS SERVICES (CUPAR) LIMITED**, a company incorporated under the Companies Acts with registered number SC014782 and having its registered office at Riggs Place, Cupar, Fife KY15 5JA; and
- (7) **CLEANGEAR LIMITED**, a company incorporated under the Companies Acts with registered number SC358584 and having its registered office at Riggs Place, Cupar, Fife KY15 5JA,

(each a **Chargor** and together, the **Chargors**)

In favour of

- (8) **CAVENDISH SQUARE PARTNERS LIMITED PARTNERSHIP** a limited partnership incorporated in Jersey (registered number LP 1246) whose registered office is at 26 New Street, St Helier, Jersey JE2 3RA acting by its general partner **CAVENDISH SQUARE PARTNERS (GENERAL PARTNER) LIMITED** (registered number 105770) whose registered office is at 26 New Street, St Helier, Jersey JE2 3RA (the **Chargee**).

WHEREAS:

- A. Each Chargor has entered into this Instrument in connection with, amongst other things, the Eurobond Documents.
- B. This Instrument is subject to the terms of the Intercreditor Agreement.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:

Administrator means any administrator appointed pursuant to this Instrument;

Enforcement Action has the meaning given to it in the Intercreditor Agreement;

Enforcement Event means the taking of any Enforcement Action under or pursuant to the Eurobond Documents;

Eurobond Documents has the meaning given to it in the Intercreditor Agreement;

Event of Default means any default or event of default pursuant to the Eurobond Documents;

Intercreditor Agreement means the intercreditor agreement dated the same date as this Instrument and made between, among others, the Parent, the Chargors, Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as senior agent, the Lender (as Senior Lender), the Arranger, Bank of Scotland plc as lender of ancillary facilities, the Hedge Counterparty, (each as defined in the Intercreditor Agreement), the Investors and the Intra-Group Lenders (as defined in the Intercreditor Agreement) and Cavendish;

Facilities Agreement means the term and revolving facilities agreement dated the same date as this Instrument and made between, among others, the Chargors and Lloyds TSB Bank plc (in various capacities);

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 each Chargor;

Secured Liabilities means all present and future obligations and liabilities of each Chargor to the Chargee under each Eurobond Document, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Chargee; and

1.2 Construction

1.2.1 Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.

1.2.2 The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Intercreditor Agreement are to be construed as references to this Instrument.

1.2.3 A Eurobond 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.

- 1.2.4 The term this **Security** means any security created by this Instrument.
- 1.2.5 A reference to any asset, unless the context otherwise requires, includes any present and future asset.
- 1.2.6 If the Chargee 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.
- 1.2.7 Unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of sale of that Secured Asset.

1.3 Miscellaneous

- 1.3.1 This Instrument is subject to the terms of the Intercreditor Agreement.
- 1.3.2 In the event of an inconsistency between the terms of this Instrument and the Intercreditor Agreement, or if any provision in this Instrument is more onerous than the equivalent provision applicable to the Chargors in the Intercreditor Agreement, then the terms of the Intercreditor Agreement (as applicable) shall prevail.

2. BOND

- 2.1 Each Chargor undertakes to the Chargee that it will pay or discharge to the Chargee 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.

3. FLOATING CHARGE

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

4. NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

- 4.1 Each 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 as permitted under the Facilities Agreement or in favour of the Chargee or in favour of another person and with the prior written consent of the Chargee.
- 4.2 Any fixed security granted by a Chargor in favour of the Chargee (whether before or after the date of execution of this Instrument) shall rank in priority to this Security.

- 4.3 In the event that a Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 4.1 or with the consent of the Chargee under Clause 4.1 but with no written agreement of the Chargee as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

5. SET-OFF

Without prejudice to any of its other rights, remedies or powers, the Chargee shall be entitled to hold all sums which are now or which may at any time hereafter be at the credit of any account or accounts in the name of any Chargor with the Chargee as security for the Secured Liabilities and to apply without notice to any Chargor any such sums in and towards discharge of the Secured Liabilities which are due and payable. The Chargee shall not be obliged to exercise its rights under this Clause 5, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

6. ENFORCEMENT

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

- 6.1.1 the occurrence of an Enforcement Event; or
- 6.1.2 the receipt of any request from the board of directors of any of the Chargors; or
- 6.1.3 any corporate action, legal proceedings or other procedure or step is taken in relation to the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Chargor other than any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement,

and the Chargee 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 each 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 6.1, 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 Chargee shall be entitled so to appoint another person as Receiver in his place.

- 6.2 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:

- 6.2.1 implement and exercise all or any of any Chargor's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;
- 6.2.2 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against any Chargor;
- 6.2.3 promote or procure the formation of any new company or corporation;
- 6.2.4 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of any Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;
- 6.2.5 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 any 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;
- 6.2.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of any Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
- 6.2.7 convene an extraordinary general meeting of any Chargor;
- 6.2.8 acquire any property on behalf of any Chargor; and
- 6.2.9 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 any Chargor for all and any of the purposes aforesaid,

in each case, subject always to the rights of the Chargee as holder of this Security.

- 6.3 To the extent that any of the Secured Assets constitutes "financial collateral" and this Instrument and the obligations of each 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 Chargee 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 each 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 Instrument by reference to a public index or by such other process as the Chargee may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Instrument shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7. OFFICE OF RECEIVER

- 7.1 Any Receiver appointed under Clause 6 (Enforcement) shall be the agent of the Chargor in respect of when it was appointed for all purposes and (subject to the provisions of the Insolvency Act 1986) that Chargor alone shall be responsible for its 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 Chargee shall not incur any liability for those (either to any Chargor or any other person) by reason of the Chargee making his appointment as such Receiver or for any other reason whatsoever.
- 7.2 Any Receiver appointed under Clause 6 (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 Chargee (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 any 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 Chargors 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.

8. APPLICATION OF ENFORCEMENT PROCEEDS

- 8.1 All monies received by the Chargee 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 Chargee under this Instrument, in accordance with the terms of the Intercreditor Agreement.
- 8.2 Nothing contained in this Instrument shall limit the right of the Receiver or the Chargee (and each Chargor acknowledges that the Receiver and the Chargee are so entitled) if and for so long as the Receiver or the Chargee, 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.

9. PROTECTION OF SECURITY

- 9.1 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.
- 9.2 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 Chargee may now or at any time hereafter hold for all or any part of the Secured Liabilities.
- 9.3 No failure on the part of the Chargee 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.
- 9.4 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.

- 9.5 If the Chargee 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 Chargee may open a new account or accounts in the name of any Chargor. If the Chargee 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 and from that time all payments made by any Chargor to the Chargee 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.
- 9.6 Neither the security created by, nor any security interest constituted pursuant to, this Instrument nor the rights, powers, discretions and remedies conferred upon the Chargee by this Instrument or by law shall be discharged, impaired or otherwise affected by reason of:
- 9.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Chargee being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Chargee from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - 9.6.2 the Chargee compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, any 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 any Chargor or any other person; or
 - 9.6.3 any act or omission which would not have discharged or affected the liability of any 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 that Chargor from the Secured Liabilities; or
 - 9.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to any Chargor.
- 9.7 The Chargee 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:
- 9.7.1 take any action or obtain judgement or decree in any court against any Chargor; or
 - 9.7.2 make or file any claim to rank in a winding-up or liquidation of any Chargor; or
 - 9.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Chargee, in respect of any Chargor's obligations under the Eurbond Documents.

10. COSTS AND EXPENSES

- 10.1 Each Chargor shall on a full indemnity basis pay to the Chargee on demand the amount of all reasonable costs and expenses (including legal and out-of-pocket expenses and any valued added tax on those costs and expenses) which Cavendish properly incurs in connection with:
- 10.1.1 the preparation, negotiation and execution of this Instrument;
 - 10.1.2 any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Instrument which has been requested by a Chargor;
 - 10.1.3 any discharge or release of this Instrument;
 - 10.1.4 the preservation or exercise and enforcement, of any rights under or in connection with, this Instrument or any attempt so to do; and
 - 10.1.5 any stamping or registration of this Instrument.

11. MANDATE AND ATTORNEY

- 11.1 Each Chargor hereby irrevocably appoints the Chargee 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 Chargee or the Receiver may require for perfecting or protecting the title of the Chargee or the Receiver to the Secured Assets or for vesting any of the Secured Assets in the Chargee 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, assignation, security and/or assurance or any writing, assurance, document or act which may be required which a Chargor has agreed to do but has failed to do following written demand by the Chargee, on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Chargee or the Receiver of all or any of the Secured Assets.
- 11.2 Each 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 10.
- 11.3 The appointment of an attorney pursuant to Clause 10.1 above shall be effective immediately but exercisable only (i) where a Chargor has failed to comply with a written demand from the Security agent within 5 Business Days of that demand; or (ii) after the occurrence of an Event of Default, which is continuing.

12. ASSIGNATION BY THE CHARGEES

The Chargee may assign and transfer all of its rights and obligations under this Instrument in accordance with the terms of the Eurobond Documents.

13. NOTICES

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Intercreditor Agreement and the terms of Clause 24 (Notices) of the Intercreditor Agreement shall apply mutatis mutandis to this Instrument as though that clause were set out in full in this Instrument.

14. 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 Chargee, each Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Chargee to proceed against any Chargor in any other appropriate jurisdiction.

15. **CONSENT TO REGISTRATION**

A certificate signed by any official, manager or equivalent account officer of the Chargee shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time. Each Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation:

IN WITNESS WHEREOF these presents consisting of this and the preceding 10 pages are executed as follows:

THE CHARGORS

SUBSCRIBED for and on behalf of

FISHERS TOPCO LIMITED

at EDINBURGH

on 27/6/13.

by

BRUCE MCHARDY

Print Full Name

Director

before this witness

Witness

JOHN WALKER

Print Full Name

Address

16 CHARLOTTE SQUARE

EDINBURGH

SUBSCRIBED for and on behalf of

FISHERS SERVICES GROUP HOLDINGS
LIMITED

at Edinburgh

on 27 June 2013

by

Bruce McHardy

Print Full Name

Director

before this witness

Witness

John Waller

Print Full Name

Address

16 Charlotte Square

Edinburgh

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at EDINBURGH

on 27 June 2013

by

BRUCE McHARRY

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before this witness

JOHN WALKER

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EDINBURGH

Director

Witness

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at EDINBURGH

on 27 June 2013

by

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Print Full Name

Director

before this witness

Witness

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at EDINBURGH

on 27 June 2013

by

BRUCE MCHARDY

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Director

Witness



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Director

before this witness

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EDINBURGH

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CLEANGEAR LIMITED

at Edinburgh

on 27 June 2013

by

SCOTT INGLIS

Print Full Name

before this witness

JOHN WALLER

Print Full Name

Address

16 CHARLOTTE SQUARE

EDINBURGH

Director

Witness