

MR01

Particulars of a charge

13/562 499

IRIS Laserform

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

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

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

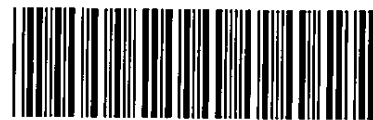
☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument. Use form N

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.
scanned and placed on the public record.

THURSDAY



SCT 05/09/2013 #122
COMPANIES HOUSE

1 Company details

Company number S C 4 4 4 2 1 5

Company name in full FISHERS TOPCO 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 2 8 0 8 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 LLOYDS TSB BANK PLC AS SECURITY AGENT

Name

Name

Name

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

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

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4

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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Particulars of a charge

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X

Am

MA

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name **KAREN HENDERSON**

Company name **BURNES PAULL LLP**

Address **50 LOTHIAN ROAD**

FESTIVAL SQUARE

Post town **EDINBURGH**

County/Region

Postcode **E H 3 9 W J**

Country

DX **ED73 EDINBURGH**

Telephone **0131 473 6184**



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 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th August 2013 and created by FISHERS TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2013.

Given at Companies House, Edinburgh on 9th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Burness Paull

FISHERS TOPCO LIMITED
as Assignor

in favour of

LLOYDS TSB BANK PLC
as Security Agent for the Secured Parties

DEED OF ASSIGNMENT OF LIFE POLICY

Certified a true copy

Edinburgh 4/9/13



for and on behalf of Burness Paull LLP

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THIS DEED OF ASSIGNMENT is dated 28 August 2013

by

- (1) **FISHERS TOPCO LIMITED**, a company incorporated under the Companies Acts with registered number SC444215 and having its registered office at Riggs Place, Cupar, Fife KY15 5JA (the "Assignor");

in favour of

- (2) **LLOYDS TSB BANK PLC**, a company incorporated under the Companies Acts with registered number 2065 and having its registered office at 25 Gresham Street, London EC2V 7HN as security trustee for the Secured Parties as defined in the Facility Agreement referred to below (the "Security Agent")

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

"Assigned Rights" means the rights assigned in terms of this Deed;

"Assignor" shall include its successors and assignees, representatives or administrators;

"Enforcement Event" means the occurrence of an Event of Default which has caused the Agent to give notice under Clause 25.19 (Acceleration) of the Facility Agreement;

"Event of Default" has the meaning given to it in the Facility Agreement;

"Facility Agreement" means the term and revolving facilities agreement dated 28 June 2013 and made between (amongst others) the Assignor, certain of the Secured Parties and the Security Agent;

"Finance Documents" has the meaning given to it in the Facility Agreement;

"Insurer" shall mean the company or office issuing the Policies;

"Policies" means the policies of assurance or insurance detailed in Part 1 of the Schedule and any new or substituted policy (or policies) which replaces any of the Policies at any time (in whole or in part);

"Receiver" means any receiver or administrative receiver appointed in respect of the Assigned Rights (whether pursuant to this Deed, pursuant to any statute, by a court or otherwise) and includes joint receivers;

"Schedule" means the schedule in two parts attached to this Deed;

"Secured Liabilities" means all present and future obligations and liabilities of the Assignor to the Secured Parties (or any of them) under each Finance Document, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Secured Parties (or any of them); and

"Secured Parties" has the meaning given to it in the Facility Agreement.

- 1.2 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- 1.3 The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement are to be construed as references to this Deed.
- 1.4 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.5 A reference to any asset, unless the context otherwise requires, includes any present and future asset.
- 1.6 If the Security Agent considers that an amount paid to it or a Receiver or any of the Secured Parties 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 Deed.
- 1.7 Unless the context otherwise requires, a reference to an Assigned Right includes the proceeds of sale of that Assigned Right.
- 1.8 This Deed is subject to the terms of the Facility Agreement and the Intercreditor Agreement.
- 1.9 In the event of an inconsistency between the terms of this Deed and the Facility Agreement or the Intercreditor Agreement, or if any provision in this Deed is more onerous than the equivalent provision applicable to the Assignor in the Facility Agreement or the Intercreditor Agreement, then the terms of the Facility Agreement or the Intercreditor Agreement (as applicable) shall prevail.

2 UNDERTAKING TO PAY

- 2.1 The Assignor undertakes to the Security Agent that it will pay or discharge to the Security Agent all the Secured Liabilities on demand in writing when the Secured

Liabilities become due for payment or discharge (whether by acceleration or otherwise).

3 ASSIGNMENT

3.1 The Assignor with full title guarantee hereby assigns to the Security Agent as a continuing security for the payment and discharge of the Secured Liabilities:

3.1.1 its entire right, title and interest (present and future) in and to the Policies;
and

3.1.2 all of its rights in relation to the Policies including (without limitation) any right to receive any payment in relation to the Policies,

provided that, on payment or discharge in full of the Secured Liabilities, the Security Agent will at the request and cost of the Assignor re-assign the Assigned Rights to the Assignor (or as it shall direct).

3.2 The Assignor will not without the prior written consent of the Security Agent:

3.2.1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law or any encumbrance or trust agreement, declaration of trust, or trust arising by operation of law) in respect of all or any of the Assigned Rights (except as permitted under the Facility Agreement or in favour of the Security Agent); or

3.2.2 sell, transfer, assign or otherwise dispose of all or any of the Assigned Rights.

3.3 Any proceeds arising in terms of the Policies at any time when this Deed is not enforceable shall be applied by the Assignor in accordance with the terms of the Finance Documents.

3.4 No obligation shall be assumed by the Security Agent in respect of the Policies as a result of the execution and delivery of this Deed and (in particular but without limitation to the generality thereof) no liability will be incurred by the Security Agent as a result of any failure by the Assignor to comply with all or any of its obligations in relation to the Policies.

4 NOTIFICATION

4.1 The Assignor hereby confirms and acknowledges that:

4.1.1 it will promptly after execution of this Deed notify the Insurer (with a copy to the Security Agent) of the terms of this Deed in substantially the form

set out in Part 2 of the Schedule and will use reasonable endeavours to procure that the Insurer acknowledges receipt of it; and

- 4.1.2 it will take such action (if any) in respect of such notification and acknowledgement as is reasonably requested by the Security Agent from time to time.

5 WARRANTIES

5.1 The Assignor warrants to the Security Agent that:

- 5.1.1 it is the sole absolute and beneficial owner of the Assigned Rights free from any right in security, mortgage, charge, lien or encumbrance on or over any of the Assigned Rights;
- 5.1.2 it has duly completed and submitted to the Insurer all application forms or other documents required or requested by the Insurer in relation to the Policies;
- 5.1.3 all information provided by it or on its behalf to the Insurer was and remains true, complete and accurate in all material respects, and it has disclosed all material facts to the Insurer and it is not aware of any basis upon which the Policies may not be valid;
- 5.1.4 all premiums and other amounts payable in respect of the Policies on or prior to the date of this Deed have been paid to the Insurer;
- 5.1.5 it has the necessary power to enter into and perform its obligations under this Deed;
- 5.1.6 subject to the Legal Reservations and the Perfection Requirements, this Deed constitutes its legal, valid, binding and enforceable obligations and constitutes a first ranking security interest over the Assigned Rights in accordance with its terms;
- 5.1.7 this Deed does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Assignor is a party or by which it is bound, in each case where it would (or would be reasonably likely to) have a Material Adverse Effect or have a Material Adverse Effect on the value or validity of the Policies or the Assigned Rights; and
- 5.1.8 all necessary authorisations and consents to enable or entitle it to enter into this Deed have been obtained.

6 UNDERTAKINGS

- 6.1 The Assignor shall not without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed):
- 6.1.1 vary, surrender, cancel or permit to be forfeit, all or any of the Assigned Rights or otherwise take any action that may render the Policies void or voidable; and
 - 6.1.2 cause or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Assigned Rights.
- 6.2 The Assignor shall:
- 6.2.1 if and when required by the Security Agent (acting reasonably), grant in its favour (or as the Security Agent shall direct) such additional fixed or specific security or charge or assignment over all or any of the Assigned Rights as the Security Agent may require;
 - 6.2.2 comply in all respects with the terms of the Policies;
 - 6.2.3 promptly notify the Security Agent of the implementation by the Assignor of any other policy of insurance or assurance in respect of the life assured referred to in Part 1 of the Schedule;
 - 6.2.4 promptly upon request by the Security Agent deposit with the Security Agent all deeds, certificates and documents of title relating to all or any of the Assigned Rights;
 - 6.2.5 pay all premiums in respect of the Policies upon the same becoming due and payable and, on written request by the Security Agent, deliver to the Security Agent any written receipts in respect of such amounts;
 - 6.2.6 take all necessary action to maintain the Policies in full force and effect and ensure that nothing is done, permitted or suffered to be done as a result of which the Assignor or the Security Agent may be prevented from receiving all or any amounts otherwise payable under the Policies; and
 - 6.2.7 promptly provide to the Security Agent all information in relation to the Policies as it may request from time to time.

7 PROTECTION OF SECURITY

- 7.1 The Assignor agrees that this Deed is and shall be in addition and without prejudice to any other security or rights which the Security Agent holds or may hold in respect of all or any of the Secured Liabilities.

- 7.2 This Deed will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.
- 7.3 The obligations of the Assignor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):
- 7.3.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Agent may have now or in the future from or against the Assignor or any other person in respect of the Secured Liabilities;
 - 7.3.2 any act or omission by the Security Agent or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Assignor or any other person or the invalidity or unenforceability of any such security or guarantee;
 - 7.3.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Security Agent (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Assignor or any other person;
 - 7.3.4 any grant of time, indulgence, waiver or concession to the Assignor or any other person;
 - 7.3.5 any arrangement or compromise entered into between the Security Agent and the Assignor or any other person;
 - 7.3.6 the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Assignor or any other person;
 - 7.3.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Assignor or any other person; or
 - 7.3.8 any postponement, discharge, reduction, non-provability, inability to claim or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.

7.4 Before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Deed or by law, the Security Agent shall be obliged to demand repayment of the Secured Liabilities (in full or in part) but shall otherwise not be obliged to:

7.4.1 take any action or obtain judgment or decree in any court against the Assignor;

7.4.2 make or file any claim to rank in a winding-up or a liquidation of or other procedures relating to the Assignor; or

7.4.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Agent, in respect of the Secured Liabilities.

7.5 Any settlement or discharge between the Assignor and the Security Agent shall be conditional upon no security or payment granted or made to the Security Agent by the Assignor or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Security Agent) the Security Agent shall be entitled to recover from the Assignor the value or amount of such security or payment from the Assignor as if such settlement or discharge had not occurred.

7.6 The Assignor agrees that the Security Agent may at any time take such action as it considers appropriate in relation to the Policies if the Assignor fails to comply with any of its obligations under this Deed or in respect of the Policies and (without limitation to the generality of the foregoing) may pay any premiums or renewal fees or other amounts of any kind whatsoever that are payable at any time in relation to the Policies. Any amount paid by the Security Agent pursuant to this Deed shall form part of the Secured Liabilities.

8 ENFORCEMENT

This Deed shall become enforceable upon and the Security Agent's rights and powers shall become exercisable at any time after the occurrence of an Enforcement Event.

9 POWERS

9.1 At any time after this Deed has become enforceable the Security Agent shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to the Assigned Rights which could have been exercised by the Assignor including:

9.1.1 power to sell or otherwise dispose of all or any of the Assigned Rights by way of private sale or public auction as the Security Agent shall think proper, to convert the Policies to a paid-up assurance, to assign or

surrender it, to ask, sue for, uplift, recover and/or discharge the proceeds of it;

9.1.2 power to receive all or any money payable in respect of or in connection with all or any of the Assigned Rights;

9.1.3 power to negotiate, compromise and/or agree any dispute arising out of all or any of the Assigned Rights.

9.2 The power of sale or other disposal in Clause 9.1 shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Deed. The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed or to any exercise by the Assignee of its right to consolidate mortgages or its power of sale.

9.3 A certificate in writing by an officer or agent of the Security Agent that the power of sale or disposal has arisen and is exercisable shall be conclusive evidence of that fact in favour of a purchaser of all or any part of the Assigned Rights.

9.4 The Security Agent may exercise all or any of the powers referred to in this Deed in such manner and to such extent as the Security Agent considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Assigned Rights.

9.5 The Security Agent shall not be liable to account to the Assignor except in respect of the actual receipts of the Security Agent and shall not be liable to the Assignor for any loss or damage arising from the exercise by the Security Agent of all or any of the powers conferred by this Deed save in the case of gross negligence.

10 RECEIVER

10.1 Upon the occurrence of an Enforcement Event, the Security Agent may by writing (acting through an authorised officer of the Security Agent) without notice to the Assignor appoint one or more persons to be a Receiver of the whole or any part of the Assigned Rights (each such person being (a) entitled to act individually as well as jointly and (b) for all purposes deemed to be the agent of the Assignor).

10.2 In addition to the powers of the Security Agent conferred by Clause 9.1, each person appointed pursuant to Clause 10.1 shall have, in relation to the part of the Assigned Rights in respect of which he was appointed, all the powers (a) conferred by the Law of Property Act 1925 on a receiver appointed under that Act, (b) of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not such person is an administrative receiver) and (c) (if such person is an administrative

receiver) all the other powers exercisable by an administrative receiver in relation to the Assignor by virtue of the Insolvency Act 1986.

11 APPLICATION OF ENFORCEMENT PROCEEDS

- 11.1 All monies received by the Security Agent or any Receiver under or by virtue of this Deed 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 Security Agent under this Deed, in accordance with the terms of the Intercreditor Agreement.
- 11.2 Nothing contained in this Deed shall limit the right of the Receiver or the Security Agent (and the Assignor acknowledges that the Receiver and the Security Agent is so entitled) if and for so long as the Security Agent, in its 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 Deed 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.

12 PROTECTION OF THIRD PARTIES

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

13 NEW ACCOUNTS

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

14 MANDATE AND ATTORNEY

- 14.1 The Assignor hereby irrevocably appoints the Security Agent 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 Security Agent or the Receiver may require for perfecting or protecting the title of the Security Agent or the Receiver to the Assigned Rights or for vesting any of the Assigned Rights in the Security Agent or the Receiver or its nominee or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and otherwise perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required which the Assignor has agreed to do but as failed to do following written demand by the Security Agent to do so on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Security Agent or the Receiver of all or any of the Assigned Rights.
- 14.2 The Assignor 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 14.
- 14.3 The appointment of any attorney pursuant to Clause 14.1 above shall be effective immediately but exercisable only (i) where the Assignor 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.

15 ASSIGNMENT BY THE SECURITY AGENT

The Security Agent may assign and transfer all of its rights and obligations under this Deed to a replacement Security Agent appointed in accordance with the terms of the Facility Agreement. Upon such assignment and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Secured Parties for the purposes of this Deed in place of the previous Security Agent.

16 **NOTICES**

All notices, requests, demands and other communications to be given under this Deed shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 34 (Notices) of the Facility Agreement shall apply *mutatis mutandis* to this Deed as though that clause were set out in full in this Deed.

17 **CERTIFICATES**

A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time

18 **COUNTERPARTS**

This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same Deed.

19 **GOVERNING LAW AND JURISDICTION**

This Deed shall be governed by and construed in accordance with English law, and the Assignor hereby irrevocably submits for the benefit of the Lender to the non-exclusive jurisdiction of the English courts.

IN WITNESS whereof the Assignor has executed and delivered this Assignment as a Deed and the Lender has executed this Deed on the day and year first before written

**THE SCHEDULE
PART 1
DETAILS OF THE POLICIES**

Policy 1

INSURER:	Aegon
POLICY NO:	L0195403173
LIFE ASSURED:	Mr Scott Inglis
SUM ASSURED:	£500,000
DATE OF POLICY:	19/8/2013

Policy 2

INSURER:	Aviva
POLICY NO:	A498833EY
LIFE ASSURED:	Mr Michael Jones
SUM ASSURED:	£500,000
DATE OF POLICY:	27/8/2013

SIGNATORIES

THE ASSIGNOR

Executed and delivered as a Deed by
Fishers Topco Limited acting by:

Scott Lewis

Print Full Name

Scott J. Lewis

Director

before this witness

R. McHardy

Print Full Name

R. McHardy

Witness

Address

% Fishers
Riggs Place
Canterbury

THE SECURITY AGENT

Signed on behalf of Lloyds TSB Bank
plc acting by:

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

Print Full Name

Witness

Address

THE SECURITY AGENT

Signed on behalf of Lloyds TSB Bank
plc acting by:

MARTIN MORAN

Print Full Name

[Signature]

Authorised Signatory

before this witness

GRAHAM ARNOLD

Print Full Name

[Signature]

Witness

Address

NEW URBICOR HOUSE

11 EARL GREY STREET

EDINBURGH, EH3 9BN