



Registration of a Charge

Company name: **JAMES GILLESPIE'S CAMPUS SUBHUB HOLDINGS LIMITED**
Company number: **SC454429**

Received for Electronic Filing: **13/12/2013**



Details of Charge

Date of creation: **09/12/2013**
Charge code: **SC45 4429 0001**
Persons entitled: **AVIVA PUBLIC PRIVATE FINANCE LIMITED AS SECURITY TRUSTEE FOR EACH OF THE FINANCE PARTIES (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01).**
Brief description:
Contains fixed charge(s).
Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

CHRIS DUN FOR MACLAY MURRAY & SPENS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 454429

Charge code: SC45 4429 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 9th December 2013 and created by JAMES GILLESPIE'S CAMPUS SUBHUB HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2013 .

Given at Companies House, Edinburgh on 13th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SHARE PLEDGE

between

JAMES GILLESPIE'S CAMPUS SUBHUB HOLDINGS LIMITED

and

**AVIVA PUBLIC PRIVATE FINANCE LIMITED
as Security Trustee**

Re: Facilities Agreement

dated

9 DECEMBER

2013

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THIS SHARE PLEDGE is made between:

- (1) **JAMES GILLESPIE'S CAMPUS SUBHUB HOLDINGS LIMITED** (company registration number SC454429) whose registered office is at Atholl House, 51 Melville Street, Edinburgh EH3 7HL (the "**Chargor**"); and
- (2) **AVIVA PUBLIC PRIVATE FINANCE LIMITED** as security trustee for each of the Finance Parties (the "**Security Trustee**").

WHEREAS:

- (A) The Finance Parties have agreed to make available to the Company certain loan facilities pursuant to the Facilities Agreement.
- (B) It is a condition precedent to those facilities being made available that the Chargor enters into this Share Pledge.

NOW THIS SHARE PLEDGE WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Incorporation of definitions

Terms defined in the Facilities Agreement, unless otherwise defined in this Share Pledge or unless a contrary intention appears, bear the same meaning when used in this Share Pledge.

1.2 Additional definitions

In this Share Pledge:

"Charged Assets" means the Shares and the Related Rights.

"Company" means the company, particulars of which are set out in the Schedule.

"Enforcement Event" means:

- (a) an Event of Default has occurred; and
- (b) the Lender has given notice in accordance with Clause 24.3 (*Remedies*) of the Facilities Agreement;

"Existing Shares" means the shares in the capital of the Company particulars of which

are set out in the Schedule.

“Facilities Agreement”	means the facilities agreement dated on or around the date of this Share Pledge among the Obligors and Aviva Public Private Finance Limited as Lender and Security Trustee.
“Further Shares”	means any shares (or other securities derived from any shares) in the capital of the Company (other than the Existing Shares) in which the Chargor has any interest from time to time.
“Intercreditor Agreement”	means the intercreditor agreement dated on or around the date of this Share Pledge between, <i>inter alia</i> , the Chargor and Aviva Public Private Finance Limited as Lender and Security Trustee.
“Insolvency Act”	means the Insolvency Act 1986.
“Related Rights”	means all rights derived from the Shares including rights to dividends and other distributions paid or payable after the date of this Share Pledge on all or any of the Shares and all rights to stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of the Shares or in substitution or exchange for all or any of the Shares.
“Secured Obligations”	means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of the Obligors to the Finance Parties (or any of them) under each of the Finance Documents (and whether originally owing to that Finance Party or purchased or acquired by that Finance Party), except for any obligation or liability which, if it were so included, would result in this Share Pledge contravening any law.
“Share Pledge”	means this share pledge.
“Shares”	means the Existing Shares and the Further Shares.

1.3 Security trust provisions

The Security Trustee holds the benefit of this Share Pledge on trust for the Finance Parties in accordance with clause 32 (*Security Trustee*) of the Facilities Agreement.

1.4 Construction

1.4.1 Unless a contrary indication appears, any reference in this Share Pledge to:

- (a) any **“Chargor”**, **“Security Trustee”**, **“Finance Party”** or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
- (b) the **“Facilities Agreement”**, a **“Finance Document”** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended or restated in whole or in part;
- (c) a **“person”** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (d) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (e) a provision of law is a reference to that provision as from time to time amended or re-enacted;
- (f) **“disposal”** includes a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary (and **“dispose”** shall be construed accordingly);
- (g) **“document”** includes any deed, instrument (including negotiable instrument) or other document of any kind;
- (h) any matter **“including”** specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to **“include”** shall be construed accordingly);
- (i) the **“winding-up”**, **“dissolution”** or **“administration”** of a person shall be construed so as to include any equivalent or analogous proceedings under the

law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and

(j) Clauses and Schedules are to the clauses and schedules to this Share Pledge.

1.4.2 Clause headings are for ease of reference only.

1.4.3 Words in the singular shall import the plural and *vice versa*.

1.4.4 Words defined in the Companies Act 2006 have the same meanings in this Share Pledge.

1.4.5 The provisions of the Schedule shall be deemed to be incorporated in this Share Pledge as if set out in full herein.

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor, as principal debtor and not just as surety, covenants with the Security Trustee to pay, discharge and satisfy the Secured Obligations when the same become due in terms of the Finance Documents whether by acceleration or otherwise.

2.2 Interest

The Chargor shall pay interest on any amount demanded from it in accordance with this Share Pledge from the date of such demand until such amount is irrevocably discharged and paid in full (such interest to accrue on a daily basis after as well as before judgment or the liquidation or administration of the Chargor and to be payable on demand) at the rate from time to time applicable to unpaid sums specified in the Facilities Agreement, save to the extent that such interest is charged on such amount pursuant to the relevant Finance Document and itself constitutes a Secured Obligation.

3. CREATION OF SECURITY

3.1 General

All the security created under this Share Pledge:

3.1.1 is created in favour of the Security Trustee as security trustee for each of the Finance Parties; and

3.1.2 is security for the payment of all the Secured Obligations.

3.2 **Pledge of Existing Shares**

The Chargor in security for payment of the Secured Obligations pledges and assigns to the Security Trustee all its right, title and interest in the Existing Shares and the Related Rights derived therefrom.

3.3 **Pledge of Further Shares**

The Chargor in security for the payment of the Secured Obligations undertakes to pledge and assign to the Security Trustee all its right, title and interest in any Further Shares (and any Related Rights derived therefrom) to which it becomes entitled after the date of this Share Pledge promptly upon becoming entitled to the same and agrees that upon registration of any Further Shares in the name of the Security Trustee or its nominee in accordance with Clause 5.2 (*Further Shares*) such Further Shares (and the Related Rights derived therefrom) shall be held by the Security Trustee or its nominee in security for the payment of all the Secured Obligations in accordance with the terms of this Share Pledge.

4. **PROVISIONS AS TO SECURITY**

4.1 **Continuing security**

4.1.1 The security from time to time created by this Share Pledge is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Security Trustee.

4.1.2 No part of the security from time to time created by this Share Pledge will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

4.2 **Additional security**

This Share Pledge shall be without prejudice and in addition to any other security which may at any time be held by the Security Trustee or any other Finance Party from the Chargor or any other person in respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security.

4.3 **No obligation to take other enforcement proceedings**

The Security Trustee shall not be obliged before exercising any of the rights conferred on it by this Share Pledge or by law:

- 4.3.1 to make any demand of the Chargor or any other person other than that required by the terms of the Finance Documents;
- 4.3.2 to take any action, enforce any security, exercise any right of compensation or set-off or to obtain or enforce any judgement, decree or order in any court against the Chargor or any other person;
- 4.3.3 to make or file any claim or proof in a winding up, liquidation, administration or other insolvency proceedings of the Chargor or any other person; or
- 4.3.4 to enforce or seek to enforce any other security taken in respect of any of the obligations of the Chargor or any other person under the Finance Documents.

4.4 **Waiver of defences**

The obligations of the Chargor under this Share Pledge will not be affected by any act, omission or circumstances which, but for this Clause 4.4 (*Waiver of defences*), might operate to release, discharge, impair or otherwise affect any of the obligations of the Chargor under this Share Pledge or any of the rights, powers or remedies conferred upon the Security Trustee and the other Finance Parties or any of them by the Finance Documents or by law including (but without limitation) and whether or not known to the Chargor or any Finance Party:

- 4.4.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 4.4.2 the release of any Obligor or any other person from its obligations under any Finance Document or any security or guarantee granted in connection therewith;
- 4.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 4.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- 4.4.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 4.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 4.4.7 any insolvency or similar proceedings.

4.5 **Non-competition**

Until the security created by this Share Pledge has been discharged, the Chargor will not, after a claim has been made or by virtue of any payment or performance by it of the Secured Obligations:

- 4.5.1 be subrogated to any rights, security or monies held, received or receivable by any Finance Party or any Obligor nor be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the Secured Obligations;
- 4.5.2 claim, rank, prove or vote as a creditor of any Obligor; or
- 4.5.3 receive, claim or have the benefit of any payment, distribution or security from or on account of an Obligor, or exercise any right of set-off as against an Obligor,

and the Chargor shall forthwith pay or transfer to the Security Trustee an amount equal to the amount of any dividend, distribution, contribution or benefit (including without limitation any amount set-off) actually received by it and in the meantime shall hold the same in trust for the Security Trustee to the extent required to pay or discharge the Secured Obligations.

5. **PERFECTION OF SECURITY**

5.1 **Existing Shares**

Immediately upon execution of this Share Pledge the Chargor shall deliver to the Security Trustee:

- 5.1.1 duly executed (and, if required, stamped) transfers of the Existing Shares in favour of the Security Trustee or its nominee together with the certificates in respect of the Existing Shares and such other documents as the Security Trustee shall require to

enable it (or its nominee) to be registered as the owner of or otherwise acquire legal title to the Existing Shares; and

- 5.1.2 a certified copy of the articles of association of the Company evidencing that there is no restriction on the transfer of the Existing Shares to the Security Trustee pursuant to, or by the Security Trustee in exercise of the security conferred by, this Share Pledge

and shall procure the registration of the Existing Shares in the name of the Security Trustee or its nominee.

5.2 Further Shares

The Chargor shall, promptly upon acquiring any interest in any Further Shares and in fulfilment of its obligations contained in Clause 3.3 (*Pledge of Further Shares*), deliver to the Security Trustee duly executed and stamped transfers of those Further Shares together with all certificates and other documents of title or evidence of ownership of those Further Shares as the Security Trustee shall require to enable it (or its nominee) to be registered as the owner of or otherwise acquire legal title to those Further Shares and shall procure the registration of those Further Shares in the name of the Security Trustee or its nominee as soon as reasonably practicable after the date on which it acquires that interest and in any event no later than 14 days thereafter.

5.3 Further assurance

The Chargor will promptly do, or shall procure that the Company shall do, all such acts and execute all such documents as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) to:

- 5.3.1 vest the Charged Assets (or any of them) in the name of the Security Trustee or its nominee or otherwise perfect the security created or intended to be created by this Share Pledge;
- 5.3.2 to enable the Security Trustee to exercise the rights, powers and remedies vested in it by or pursuant to this Share Pledge or by law; and/or
- 5.3.3 after the security created by this Share Pledge has become enforceable pursuant to Clause 10 (*When security becomes enforceable*) facilitate the realisation of the Charged Assets.

6. **RESTRICTION ON DEALINGS**

Save as permitted by the Facilities Agreement, the Chargor will not create or permit to subsist any Security on any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

7. **EXERCISE OF RIGHTS**

7.1 **Rights prior to default**

7.1.1 Prior to the security created by this Share Pledge becoming enforceable in accordance with Clause 10 (*When security becomes enforceable*) the Chargor shall have the sole right to:

- (a) receive any dividends, interest and other monies arising from the Charged Assets and the Security Trustee will, if so required by the Chargor, execute any necessary dividend mandate in connection therewith; and
- (b) subject to the provisions of Clause 9 (*Undertakings*), exercise all voting rights in relation to the Charged Assets in its own interests and, to the extent that such rights are exercisable by the Security Trustee, the Security Trustee shall, subject to the provisions of Clause 9 (*Undertakings*), exercise them in accordance with the Chargor's written instructions or if so required by the Chargor, execute any necessary form of proxy in connection therewith

and if the Security Trustee receives any notice or other communication in respect of the Charged Assets it shall promptly pass them on to the Chargor but shall not be liable for any failure to do so.

7.1.2 Prior to the security created by this Share Pledge becoming enforceable in accordance with Clause 10 (*When security becomes enforceable*) the Security Trustee shall have no right to:

- (a) receive any dividends, interest and other monies arising from the Charged Assets; or
- (b) exercise any voting rights in relation to the Charged Assets other than, subject to the provisions of Clause 9 (*Undertakings*), in accordance with the Chargor's written instructions to the extent that such rights are exercisable by the Security Trustee.

7.2 **Rights during default**

After the security created by this Share Pledge has become enforceable in accordance with Clause 10 (*When security becomes enforceable*), the Security Trustee may, at its discretion (without any further consent or authority from the Chargor):

7.2.1 exercise (or refrain from exercising) or, as the case may be, require the Chargor to exercise (or refrain from exercising):

- (a) any voting rights in respect of the Charged Assets and may revoke any proxy previously granted in connection therewith; and
- (b) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Charged Assets,

in such manner and on such terms as the Security Trustee may think fit for the purpose of preserving the value of or realising the security created by this Share Pledge; and

7.2.2 apply all or any dividends, interest and other monies arising from the Charged Assets in payment of the Secured Obligations and may revoke any dividend mandate previously granted in connection therewith.

8. **REPRESENTATIONS AND WARRANTIES**

8.1 **Representations and warranties**

The Chargor represents and warrants to the Security Trustee for itself and as security trustee for each of the Finance Parties that:

- 8.1.1 it is duly incorporated and validly existing under the laws of its place of incorporation;
- 8.1.2 it has the power to grant this Share Pledge and to perform its obligations hereunder;
- 8.1.3 it has taken all necessary corporate action to authorise the execution and delivery of this Share Pledge and to authorise the performance of its obligations hereunder;
- 8.1.4 subject to the presentation for registration of this Share Pledge to the Registrar of Companies in Edinburgh in accordance with the Companies Act 2006 and the Legal Reservations, this Share Pledge constitutes a legal, valid, binding and enforceable obligation of the Chargor;

- 8.1.5 neither the granting of this Share Pledge by the Chargor nor the performance of its obligations hereunder will contravene any law or regulation or any agreement to which the Chargor is a party or by which it is bound nor will it cause any limitation of any of the powers of the Chargor however imposed or the right or ability of the directors to exercise any such powers to be exceeded;
- 8.1.6 the Existing Shares represent the entire issued share capital of the Company;
- 8.1.7 it is the sole legal and beneficial owner of the Existing Shares all of which are fully paid;
- 8.1.8 it has not granted or created, nor is there outstanding, any option, right of pre-emption, assignment or Security over any of the Shares or the Related Rights except any Permitted Security;
- 8.1.9 there are no agreements or other arrangements in place which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, the share or loan capital of the Company (including any option or right of pre-emption or conversion);
- 8.1.10 the particulars contained in the Schedule are complete and accurate in all respects;
- 8.1.11 it has delivered to the Security Trustee a complete and up to date copy of the articles of association of the Company together with any resolution varying or amending the rights attaching to the shares and there are no agreements or arrangements relating to the Shares which have not been disclosed in writing to the Security Trustee;
- 8.1.12 all authorisations required for the entry into, performance, validity and enforceability of this Share Pledge by the Chargor have been obtained and are in full force and effect; and
- 8.1.13 this Share Pledge creates, subject to the Legal Reservations, those security interests it purports to create and those security interests are valid and effective.

8.2 **Repetition**

The representations and warranties set out in Clause 8.1 (*Representations and warranties*) shall be granted on the execution of this Share Pledge and shall be deemed to be repeated on each date on which the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then subsisting.

9. UNDERTAKINGS

9.1 Conflict with Facilities Agreement

In the case of any conflict between the provisions of this Clause and the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail.

9.2 General undertakings

The Chargor shall:

- 9.2.1 provide the Security Trustee with such information relating to the business of the Chargor, its financial condition and the Charged Assets as the Security Trustee may reasonably require from time to time; and
- 9.2.2 comply with all material laws, statutes and regulations (including those relating to the environment) which are applicable to it and obtain, effect, comply with and maintain in full force and effect all registrations, licences, consents, authorisations and exemptions required for the conduct of its business and the performance, validity and enforceability of this Share Pledge and any document entered into pursuant to this Share Pledge.

9.3 Undertakings relating to Charged Assets

The Chargor shall:

- 9.3.1 observe and perform all of the conditions and obligations relating to the Charged Assets;
- 9.3.2 promptly deliver to the Security Trustee a copy of every circular, notice, resolution, minutes or other documents received by it in respect of any of the Charged Assets;
- 9.3.3 not take or omit to take any action which, in the opinion of the Security Trustee, would prejudice the security conferred by this Share Pledge, impair the value of any of the Charged Assets or adversely affect the ability of the Security Trustee to realise the security conferred by this Share Pledge and shall, at its own cost, promptly take all action which is at any time necessary to protect the value of the interests of the Chargor and the Security Trustee in, and their rights to, the Charged Assets;
- 9.3.4 not vary or abrogate all or any of the rights attached to any of the Charged Assets or take or omit to take any steps which would result in such a change without the prior written consent of the Security Trustee;

- 9.3.5 pay when due all calls or other payments which may be or become due in respect of any of the Charged Assets;
- 9.3.6 not permit the Company to issue any shares (or securities convertible into shares) or grant any option over or right to subscribe for any shares to any person other than the Chargor;
- 9.3.7 without prejudice to Clause 5.3 (*Further Assurance*) promptly sign, execute, deliver and complete all transfers, renunciations, proxies, mandates, assignments, deeds and documents and do all acts and things which the Security Trustee may request in exercise of its powers under this Share Pledge; and
- 9.3.8 take such action as the Security Trustee may in its absolute discretion direct (but acting in good faith) for the purpose of preserving the value of the security over the Charged Assets in respect of any vote concerning a members voluntary winding up or any proposed compromise, arrangement, capital reorganisation, conversion, exchange, repayment or takeover offer affecting or in respect of any of the Charged Assets or any proposal made for varying or abrogating any rights attaching to any of the Charged Assets.

9.4 **Performance by Security Trustee**

If the Chargor fails to perform any of the obligations relating to the Charged Assets (including the payment of any call or other payment due in respect of any of the Charged Assets), the Security Trustee may, at its sole discretion, do so on its behalf and any cost or expenses incurred by the Security Trustee in so doing shall be repaid by the Chargor to the Security Trustee on demand together with accrued interest thereon at the rate from time to time applicable to unpaid sums specified in the Facilities Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement).

9.5 **No liability for Security Trustee**

Notwithstanding the provisions of Clause 9.4 (*Performance by Security Trustee*) the Security Trustee shall not be obliged to perform any of the obligations of the Chargor in relation to the Charged Assets nor shall it have any liability in respect of the Charged Assets as a result of the grant of this Share Pledge, the transfer of any of Charged Assets to it or its nominee (and the rights attached to the Charged Assets shall notwithstanding such transfer be treated as held by the Chargor for the purposes of paragraph 7 of Schedule 6 to the Companies Act 2006) or as a result of the performance or non-performance of any such obligation.

10. **WHEN SECURITY BECOMES ENFORCEABLE**

The security created by this Share Pledge will become immediately enforceable upon the occurrence of an Enforcement Event.

11. **ENFORCEMENT OF SECURITY**

11.1 **Enforcement**

After the security created by this Share Pledge has become enforceable in accordance with Clause 10 (*When security becomes enforceable*), the Security Trustee may in its absolute discretion enforce all or any part of the security created by this Share Pledge in any manner it sees fit and, without prejudice to the generality of the foregoing, may without prior notice to the Chargor:

- 11.1.1 sell, transfer or otherwise dispose of all or any of the Charged Assets on such terms as the Security Trustee may in its absolute discretion determine; and
- 11.1.2 for the purpose of preserving the value of the security over the Charged Assets or of realising it, exercise all the rights and powers attached to the Charged Assets and generally act in relation to the Charged Assets in such manner as the Security Trustee may determine as if it were the absolute owner thereof.

11.2 **Protection of third parties**

- 11.2.1 No purchaser from, or other person dealing with, the Security Trustee shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether any of the Secured Obligations remains outstanding, whether the Security Trustee is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power and a certificate in writing by an officer or agent of the Security Trustee that the power of sale or other disposal has arisen and is exercisable shall be conclusive evidence of that fact in favour of a purchaser of all or any of the Charged Assets..
- 11.2.2 The receipt of the Security Trustee shall be an absolute discharge to a purchaser from, or other person dealing with, the Security Trustee and shall relieve that purchaser of any obligation to see to the application of any monies paid to or at the discretion of Security Trustee and in making any sale or disposal the Security Trustee may do so for such consideration, in such manner and on such terms (including payment by instalments) as it thinks fit.

11.3 **Protection of the Security Trustee**

The Security Trustee shall not be liable to the Chargor in respect of any loss or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of its powers or for any other loss of any nature whatsoever.

11.4 **Delegation**

11.4.1 The Security Trustee may from time to time delegate by power of attorney or otherwise to any person or corporation any of the powers and discretions of the Security Trustee under this Share Pledge whether arising by statute, the provisions hereof or otherwise upon such terms and for such periods of time as it may think fit and may determine any such delegation.

11.4.2 The Security Trustee will not be liable to the Chargor for any loss or damage arising from any act, default, omission or misconduct of any such delegate, and references in this Share Pledge to the Security Trustee will where the context so admits include references to any delegates so appointed.

12. **SET OFF**

A Finance Party may set-off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

13. **EXPENSES AND INDEMNITY**

13.1 **Expenses**

The Chargor shall pay to the Security Trustee and each attorney or delegate duly appointed by the Security Trustee under this Share Pledge the amount of all costs and expenses (including legal fees and together with any applicable value added tax) incurred by it in connection with:

13.1.1 the perfection of any security created or purported to be created pursuant to this Share Pledge; and

13.1.2 the enforcement and preservation of its rights under this Share Pledge.

13.2 Indemnity

The Chargor shall indemnify the Security Trustee from and against all losses, costs, expenses, claims, demands and liabilities whether in contract, delict, tort or otherwise (together with any applicable value added tax) incurred by the Security Trustee or by any employee, agent or delegate of the Security Trustee in connection with anything done or omitted under this Share Pledge or any other document relating to it, or in the exercise or attempted or purported exercise of the powers contained in this Share Pledge or occasioned by any breach by the Chargor of any of its undertakings or other obligations to the Security Trustee, or in consequence of any payment in respect of the Secured Obligations (whether made by the Chargor or a third person) being declared void or impeached for any reason. The Security Trustee may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Share Pledge.

14. RELEASE OF SECURITY**14.1 Release of security**

When the Secured Obligations have been irrevocably paid or discharged in full to the satisfaction of the Security Trustee and no Finance Party has any further obligation to provide credit facilities or other accommodation to the Obligors or, if the Security Trustee so agrees, at any other time, the Security Trustee shall, subject to the provisions of Clause 15 (*Avoidance of Payments*), at the request and cost of the Chargor, execute such documents as may be required to release this Share Pledge and any other security created over the Charged Assets by this Share Pledge.

14.2 Entitlement to retain security

If any payment or discharge of the Secured Obligations is, in the reasonable opinion of the Security Trustee, liable to be avoided or invalidated under any enactment relating to bankruptcy or insolvency, the Security Trustee may refuse to grant any release of the security created by this Share Pledge for such further period as the risk of such avoidance or invalidity continues.

15. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under the law, including under any statute relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Security Trustee on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Trustee to recover the Secured Obligations from the Chargor (including any monies which any Finance Party may be compelled to pay or refund

under the provisions of the Insolvency Act and any costs payable by it pursuant to or otherwise incurred in connection therewith) by enforcing the security conferred by this Share Pledge to the full extent of the Secured Obligations.

16. CUMULATIVE REMEDIES AND WAIVERS

The rights of the Security Trustee may be exercised as often as necessary, are cumulative and are in addition to its rights under general law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right shall not be a waiver of that right.

17. SEVERABILITY

If any of the provisions of this Share Pledge is or becomes invalid, illegal or unenforceable that shall not affect the validity, legality and enforceability of any other provision in this Share Pledge.

18. EVIDENCE AND CALCULATIONS

Any certificate or determination by the Security Trustee as to the amount of the Secured Obligations shall, in the absence of manifest error, be conclusive and binding on the Chargor for all purposes.

19. APPLICATION OF PROCEEDS

19.1 Application of proceeds

Any moneys received by the Security Trustee after this Share Pledge has become enforceable shall be applied in accordance with the provisions of the Intercreditor Agreement.

19.2 Other claims

The provisions of Clause 19.1 (*Application of Proceeds*) are subject to the payment of any claims having priority over the security created by this Share Pledge. This Clause does not prejudice the right of any Finance Party to recover any shortfall from the Chargor.

20. NEW ACCOUNTS

20.1 New Accounts

If the Security Trustee at any time becomes aware of any subsequent security or other like interest, matter, event or transaction affecting any Charged Asset, the Security Trustee may open a new account or accounts for the Chargor in its books.

20.2 **Ruling off**

If the Security Trustee does not open any such new account then, unless it gives express written notice to the Chargor to the contrary, the Security Trustee will be treated as if it had in fact opened such account or accounts at the time when it became so aware and as from that time all payments by or on behalf of the Chargor to the Security Trustee will be credited or treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations then outstanding.

21. **SUSPENSE ACCOUNTS**

All monies received, recovered or realised by the Security Trustee under this Share Pledge (including the proceeds of any conversion of currency) may in the discretion of the Security Trustee be credited to any interest bearing suspense or impersonal account maintained with any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as the Security Trustee may think fit pending their application from time to time (as the Security Trustee is entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

22. **POWER OF ATTORNEY**

22.1 **Appointment and powers**

By way of security for the obligations of the Chargor under this Share Pledge, upon the occurrence of an Enforcement Event, the Chargor irrevocably appoints the Security Trustee to be its attorney on its behalf or in its name or otherwise to execute and do all such assurances, acts and things which the Chargor is required to do under this Share Pledge and generally in its name and on its behalf to exercise all or any of the powers, conferred by or pursuant to this Share Pledge or by statute on the Security Trustee and to sign, execute, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any such powers, authorities and discretions. Provided that the Security Trustee shall not be entitled to exercise its powers under this Clause 22.1 prior to the date on which the security created by this Share Pledge has become enforceable in accordance with Clause 10 (*When security becomes enforceable*).

22.2 **Ratification**

The Chargor ratifies and confirms whatever any such attorney mentioned in Clause 22.1 (*Appointment and powers*) 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 such Clause.

23. **TRANSFERS**

23.1 **Transfer by Chargor**

The Chargor may not assign or otherwise transfer its rights and obligations under this Share Pledge.

23.2 **Transfer by Security Trustee**

The Security Trustee may (without prejudice to its right to appoint any joint trustee) assign and transfer all or any of its rights and obligations under this Share Pledge to any person appointed as its successor as Security Trustee (or any joint trustee). The Security Trustee shall be entitled to disclose such information concerning the Chargor and this Share Pledge as the Security Trustee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

24. **NOTICES**

Any communication to be made under or in connection with this Share Pledge shall be made in accordance with clause 35 (*Communications*) of the Facilities Agreement.

25. **FINANCIAL COLLATERAL**

25.1 **Right to appropriate**

To the extent that the Charged Assets constitute “financial collateral” and this Share Pledge and the obligations of the Chargor constitute a “security financial collateral arrangement” (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the “**Regulations**”)) the Security Trustee shall have the right after the security created by this Share Pledge has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

25.2 **Value of financial collateral**

For the purpose of Clause 25.1 (*Right to appropriate*), the value of the financial collateral appropriated shall be such amount as the Security Trustee reasonably determines having taken

into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it. In each case, the parties agree that the method of valuation provided for in this Share Pledge shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

26. STAMP DUTY

The Chargor shall pay all stamp duties and other similar taxes or duties payable on or arising out of or in consequence of:

26.1.1 the creation of the security constituted by this Share Pledge; and

26.1.2 the execution and delivery of this Share Pledge and any documents executed pursuant hereto.

27. REGISTRATION

The Chargor consents to the registration of this Share Pledge for preservation.

28. GOVERNING LAW AND JURISDICTION

28.1 Governing law

This Share Pledge and any non contractual obligations arising out of it or in connection with it shall be governed by, and construed in accordance with, the laws of Scotland.

28.2 Jurisdiction

28.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Share Pledge (including a dispute regarding the existence, validity or termination of this Share Pledge) (a “**Dispute**”).

28.2.2 The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

28.2.3 This Clause 28.2 (*Jurisdiction*) is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Share Pledge consisting of this and the preceding 20 pages together with the Schedule is executed as follows:

Chargor

Executed for and on behalf of
JAMES GILLESPIE'S CAMPUS
SUBHUB HOLDINGS LIMITED by

..... Director

in the presence of this witness:

..... ~~Witness~~ **AUTHORISED**
SIGNATORY
 **ANGUS DUGUID** Full Name

Address of witness

Occupation of witness

at **EDINBURGH**
 on **9 DECEMBER 2013**

Security Trustee

Executed for and on behalf of
AVIVA PUBLIC PRIVATE FINANCE LIMITED
 as Security Trustee
 by

.....Attorney
 SUZANNE ORR

in the presence of this witness:

.....Witness

.....STEPHANIE TINEY.....Full Name

Address of witness

Occupation of witness Administrative Assistant

at NORWICH

on 4 December 2013.

under 13/5017

This is the Schedule referred to in the foregoing share pledge granted by James Gillespie's Campus Subhub Holdings Limited in favour of Aviva Public Private Limited dated *9 December* 2013

THE SCHEDULE

THE EXISTING SHARES

Company in which shares held	Regd. No.	Class and nominal value of shares	Number of shares of that class	Issued share capital of that class
James Gillespie's Campus Subhub Limited	SC455364	Ordinary shares of £1	100	100