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

MR01
Particulars of a charge

Companies House

P0/134444143/23

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this
Please see 'How to pay' on the l

THURSDAY

S96Z2B62
SCT 11/06/2020 #42
COMPANIES HOUSE

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

✗ **What this form is NOT for**
You may not use this form to register a charge where there is instrument. Use form MR08.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

For official use 4

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	S C 5 1 0 2 5 2
Company name in full	PITREADIE FARM LIMITED

2 Charge creation date

Charge creation date	d 2 d 6 m 0 m 5 y 2 y 0 y 2 y 0

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	BANK OF SCOTLAND PLC
Name	
Name	
Name	

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

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

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

N/A

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☑ **Yes**

☐ **No**

8 Trustee statement ❶

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

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X X

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

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Suzi Low
Company name	Blackadders LLP
Address	30 & 34 Reform Street
Post town	Dundee
County/Region	
Postcode	D D 1 1 R L
Country	UK
DX	DD108
Telephone	01382 229222

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 510252

Charge code: SC51 0252 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th May 2020 and created by PITREADIE FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2020.

Given at Companies House, Edinburgh on 30th June 2020

Companies House

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

BANK OF SCOTLAND

PLEDGE OVER ACCOUNT

by

PITREADIE FARM LIMITED

in favour of

BANK OF SCOTLAND PLC

CERTIFIED A TRUE COPY
BLACKADDERS SOLICITORS
30/34 REFORM STREET
DUNDEE DD1 1RJ
DATE 9 June 2020

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before executing this document.

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this agreement is delivered on 26 May **2020.**

PLEDGE OVER ACCOUNT

THIS PLEDGE is entered into by:

(1) **PITREADIE FARM LIMITED** (Company Number **SC510252**), having its registered office at 4 Queen's Terrace, Aberdeen, Scotland, AB10 1XL ("the **Company**") in favour of

(2) **BANK OF SCOTLAND PLC** (Company Number **SC327000**) having its registered office at The Mound, Edinburgh EH1 1YZ ("**BoS**").

Definitions are given in clause 16.

1. Payment Obligation

1.1. The Company shall on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable.

1.2. If the Company shall fail to pay any amount under this Pledge when it is due then such amount shall bear interest (after as well as before decree and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS.

2. Authorisation

2.1. BoS is authorised, without prior notice to the Company, to withdraw and/or apply in or towards satisfaction of any of the Secured Liabilities all or any part of the amounts credited to or otherwise forming part of the Account or the Deposit. BoS may exercise its rights under this Clause on each occasion when all or any part of the Secured Liabilities becomes due, owing or payable, or on each occasion that BoS considers it necessary to do so to protect the rights intended to be created by this Pledge.

2.2. BoS shall not be obliged to exercise any of its rights under this clause 2. These rights are in addition to any rights of set-off, retention, compensation, balancing or combination of accounts, lien or other rights to which BoS is at any time otherwise entitled (whether by operation of law, contract or otherwise.)

2.3. The Company will not without the prior written consent of BoS:-

2.3.1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance, right of set-off (except in favour of BoS) or any trust agreement, declaration of trust or trust arising by operation of law in respect of the Deposit; or

2.3.2. sell, transfer, assign or otherwise dispose of all or any of the Account or the Deposit.

2.4. The rights hereby created in favour of BoS shall be terminated upon the written request of the Company on payment or discharge in full of the Secured Liabilities to the satisfaction of BoS.

2.5. No obligation shall be assumed by BoS in respect of the Deposit as a result of the execution and delivery of this Pledge and (in particular but without limitation to the generality thereof) no liability will be incurred by BoS as a result of any failure by the Company to comply with all or any of its obligations in relation to the Deposit.

3. Deposit Restrictions

3.1. The Company agrees that it will not be entitled to withdraw or transfer all or any part of the Deposit until all the Secured Liabilities have been unconditionally and irrevocably paid or discharged in full to the satisfaction of BoS. Interest shall accrue on the Deposit at such rates and shall be payable on such dates and in such manner as BoS may from time to time determine.

4. Warranties

The Company warrants to BoS that:

4.1. it is the sole absolute and beneficial owner of the Deposit and the Account free from any right in security, mortgage, charge, lien or encumbrance or right of set-off (except in favour of BoS) or trust agreement, declaration of trust or trust arising by operation of law, on or over the Deposit or the Account;

4.2. it has not sold, transferred, assigned or otherwise disposed of or agreed to sell, transfer, assign or dispose of all or any of its right, title and interest in and to the Deposit or the Account;

4.3. it has the necessary power to enter into and perform its obligations under this Pledge;

4.4. this Pledge constitutes its legal, valid, binding and enforceable obligations in accordance with its terms;

4.5. this Pledge does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Company is a party or by which it is bound;

4.6. all necessary authorisations and consents to enable or entitle it to enter into this Pledge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Pledge.

5. Undertakings

5.1. The Company shall not without the prior written consent of BoS:-

5.1.1. amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Account was established;

5.1.2. enter into any agreement with any person (other than BoS) in respect of the Deposit or the Account from time to time;

5.1.3. cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of the Deposit;

5.1.4. change its business in any way which would result in it becoming a 'relevant financial institution' for the purposes of clause 2 of The Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014. The Company shall promptly provide BoS with copies of any information that BoS may from time to time reasonably request in connection with the Company's status in respect of this clause 5.1.4;

5.1.5. carry on any business which would constitute 'excluded activities' 'in terms of Part 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.

5.2. The Company shall:-

5.2.1. at all times comply with the terms of this Pledge and of all agreements relating to the Secured Liabilities;

5.2.2. if and when required by BoS, grant in its favour (or as BoS shall direct) such fixed or specific security or charge or assignation over the Deposit or the Account as BoS may require;

5.2.3. (subject to the terms of this Pledge) comply in all respects with the terms of the mandate in relation to the Account save that where there is any inconsistency between the terms of the mandate and the terms of this Pledge, the terms of this Pledge shall prevail;

5.2.4. promptly notify BoS in writing of the opening by the Company of any bank account of the Company with any bank or financial institution on or after the date of this Pledge;

5.2.5. promptly upon request by BoS deposit with BoS all deeds, certificates and documents of title (if any) relating to the Deposit;

5.2.6. take all necessary action to ensure that the Account is operated in accordance with the terms of the mandate in relation to it and this Pledge.

6. Protection of Security

6.1. The Company agrees that this Pledge is and shall be in addition and without prejudice to any other security or rights which BoS holds or may hold in respect of all or any of the Secured Liabilities.

6.2. This Pledge 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.

6.3. The obligations of the Company under this Pledge 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):-

6.3.1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which BoS may have now or in the future from or against the Company or any other person in respect of the Secured Liabilities;

6.3.2. any act or omission by BoS or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person or the invalidity or unenforceability of any such security or guarantee;

6.3.3. 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 BoS (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Company or any other person;

6.3.4. any grant of time, indulgence, waiver or concession to the Company or any other person;

6.3.5. any arrangement or compromise entered into between BoS and the Company or any other person;

6.3.6. 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 Company or any other person;

6.3.7. the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company or any other person;

6.3.8. any postponement, discharge, reduction, non-provability 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.

6.4. BoS shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Pledge or by law to:-

6.4.1. take any action or obtain judgment or decree in any court against the Company;

6.4.2. make or file any claim to rank in a winding-up or a liquidation of the Company; or

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

6.5. Any settlement or discharge between the Company and BoS shall be conditional upon no security or payment granted or made to BoS by the Company 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 BoS) BoS shall be entitled to recover from the Company the value or amount of such security or payment from the Company as if such settlement or discharge had not occurred.

7. Application of Proceeds

7.1. Any money received under the powers conferred by this Pledge will, subject to the payment or repayment of any prior claims and of all costs and expenses incurred by BoS under or in connection with this Pledge, be paid or

applied in payment or discharge of the Secured Liabilities provided that BoS may, without prejudice to any other rights BoS may have at any time and from time to time, place and keep for such time as BoS may think prudent any money received, recovered or realised under or by virtue of this Pledge to or at a separate or suspense account to the credit either of the Company or of BoS as BoS thinks fit without any immediate obligation on the part of BoS to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.

7.2. Subject to clause 7.1, any monies received or realised by BoS from the Company under this Pledge may be applied by BoS to any item of account or liability or transaction in such order or manner as BoS may determine.

8. Protection of Third Parties

No purchaser or other person dealing with BoS or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of BoS or such agent or delegate to exercise any of the powers conferred by or referred to in this Pledge 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 BoS or such agent or delegate to act or as to the propriety or validity of the exercise or purported exercise of any such power.

9. New Accounts

At any time following BoS receiving notice (actual or constructive) that the Deposit or the Account has been encumbered by the grant of any fixed security, floating charge or other security right or has been disposed of, BoS will be entitled to close the Company's then account or accounts and to open a new account or accounts with the Company and (without prejudice to any right of BoS to combine accounts) no money paid in or carried to the Company's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to BoS on any closed account. If BoS does not open a new account or accounts, BoS 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 BoS 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.

10. Costs and Expenses

The Company shall pay or reimburse to BoS on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by BoS in the creation, registration, perfection, enforcement, discharge and/or assignation of this Pledge (including, without limitation, the costs of any proceedings in relation to this Pledge or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

11. Power of Attorney

11.1. The Company irrevocably appoints BoS as the attorney of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Pledge or may be required or deemed proper in the exercise of any of the rights or powers conferred on BoS or otherwise for any of the purposes of this Pledge.

11.2. The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 11.1.

12. Indemnity

12.1. BoS and every attorney, manager, agent, employee or other person appointed by BoS under or in connection with this Pledge shall be indemnified by the Company in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in it or him pursuant to the terms of this Pledge (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to the Deposit or the Account and BoS or any such other person may retain and pay all sums in respect of the same out of moneys received under the powers conferred by this Pledge.

12.2. The indemnity under clause 12.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of BoS.

13. Notices

13.1. Any communication to be made under or in connection with this Pledge shall be made in writing and, unless otherwise stated, may be made by fax or letter.

13.2. The address and fax number of BoS for any communication or document to be made or delivered under or in connection with this Pledge is, Bank of Scotland, Lending Execution, Ground Floor, New Uberior House, 11 Earl Grey Street, Edinburgh, EH3 9BN or any substitute address or fax number as BoS may notify to the Company by not less than five Business Days' notice.

13.3. The address of the Company for any communication or document under or in connection with this Pledge is its registered office at the time such communication or document is made or delivered. The fax number of the Company for any communication or document to be made or delivered under or in connection with this Pledge is the fax number most recently provided to BoS by the Company.

13.4. Subject to clause 13.5, any communication made or document made or delivered by one person to another under or in connection with this Pledge will only be effective:-

(a) if by way of fax, when received in legible form; or

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

13.5. Any communication or document to be made or delivered to BoS will be effective only when actually received by BoS.

14. Further Assurance

The Company (at its own cost) will on demand in writing by BoS execute and deliver (in such form as BoS may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as

BoS may deem necessary for perfecting, preserving or protecting the rights created (or intended to be created) by this Pledge or for facilitating the realisation of the Deposit or the exercise of any rights of BoS under this Pledge.

15. Miscellaneous

15.1. If at any time any provision of this Pledge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.

15.2. No failure or delay by BoS in exercising any right or remedy under this Pledge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.

15.3. BoS will be entitled to disclose to any member of the BoS Group, its auditors, advisors or applicable regulatory authority or any other person that enters or proposes to enter into any assignment, transfer, securitisation or other disposition of any part of any right or obligation in relation to the Secured Liabilities confidential information concerning this Pledge or any arrangement made or to be made in connection with this Pledge.

15.4. A certificate by any duly authorised officer of BoS as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Company.

15.5. BoS may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Pledge (or all or any of its rights under this Pledge) and/or any of its obligations under this Pledge (a **"Transfer"**) to any person (the **"Transferee"**). Following such Transfer the Company shall have recourse only to the Transferee in respect of that portion of BoS's obligations transferred to the Transferee. The Company may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Pledge or all or any of its rights under this Pledge without the prior written consent of BoS.

15.6. This Pledge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16. Definitions and Interpretation

16.1. In the interpretation of this Pledge:-

"Account" means the account of the Company with BoS at sort code 80-06-19 and account no 10213967;

"BoS" means Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees.

"BoS Group" means BoS, HBOS plc (Company Number SC218813), any subsidiary of either of them, any holding company of either of them and any subsidiary of any such holding company;

"Business Day" means a day (other than a Saturday or Sunday) when the branch of BoS at which the Company's account is located is open for business;

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor;

"Deposit" means all money in any currency now or hereafter standing to the credit of the Account (including, without limitation, any interest credited to it) including all or any part of the money pursuant to it and the debt represented by it or any claim for repayment of that money;

"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgement or decree obtained under or in relation to this Pledge.

16.2. References to:-

16.2.1. statutes, statutory provisions and other national or EC legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;

16.2.2. "including" shall not be construed as limiting the generality of the words preceding it;

16.2.3. any term or phrase defined in the Companies Act 2006 shall bear the same meaning in this Pledge;

16.2.4. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

16.2.5. this Pledge and to any provisions of it or to any other document referred to in this Pledge shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;

16.2.6. any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;

16.2.7. any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

16.2.8. clause headings are for ease of reference only and are not to affect the interpretation of this Pledge.

16.3. The use of bold type shall be ignored in the construction of this Pledge.

17. Consent to Registration

The Company consents to the registration of this Pledge and of the certificate referred to in clause 15.4 above for preservation and execution.

18. Governing Law

This Pledge shall be governed by and construed according to Scots law.

IN WITNESS WHEREOF this Pledge consisting of this and the 8 preceding pages is executed as follows and is delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date written on page 2 above:-"

SIGNED for and on behalf of
PITREADIE FARM LIMITED by:-

_____ Director

RYAN ASHKEY STROULGER Full name

in the presence of:-

_____ Witness

VARIE LOUISE CLARK Full Name

16 MARSHALL ROAD Address

NEWBURGH

all together at ELGIN (Town/city)

on the 11TH day of MAY 2020

SIGNED for and on behalf of **BANK OF SCOTLAND PLC** _____ Attorney
By as attorney in the presence of:-

_____ Witness

_____ Full Name

_____ Address

_____

all together at _____ (Town/city)

on the day of 2020

17. Consent to Registration

The Company consents to the registration of this Pledge and of the certificate referred to in clause 15.4 above for preservation and execution.

18. Governing Law

This Pledge shall be governed by and construed according to Scots law.

IN WITNESS WHEREOF this Pledge consisting of this and the 8 preceding pages is *executed as follows and is delivered for the purposes of the Legal Writings (Counterparts and* Delivery) (Scotland) Act 2015 on the date written on page 2 above:-"

SIGNED for and on behalf of
PITREADIE FARM LIMITED by:-

_____ Director

_____ Full name

in the presence of:-

_____ Witness

_____ Full Name

_____ Address

_____

all together at _____ (Town/city)

on the day of 2020

SIGNED for and on behalf of **BANK OF SCOTLAND PLC** _____ Attorney
By PHILIP REID as attorney in the presence of:-

_____ Witness

SASHA WESTLAND Full Name

NGW UBERIOR HOUSE, Address

11 EARLGREY STREET, EDINBURGH

all together at EDINBURGH (Town/city)

on the 26TH day of MAY 2020