



Registration of a Charge

Company name: **MENZIES DISTRIBUTION LIMITED**

Company number: **01430241**



X7YR623L

Received for Electronic Filing: **06/02/2019**

Details of Charge

Date of creation: **31/01/2019**

Charge code: **0143 0241 0007**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SENIOR SECURITY AGENT)**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

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: **DAVID MORTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1430241

Charge code: 0143 0241 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2019 and created by MENZIES DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2019 .

Given at Companies House, Cardiff on 7th February 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE

4/1/19

SIGNED

DLA Piper Scotland LLP
DLA PIPER SCOTLAND LLP

DATED 31 January

2019

(1) MENZIES DISTRIBUTION LIMITED
(as Pledgor)

- and -

(2) THE ROYAL BANK OF SCOTLAND PLC
(as Senior Security Agent)

SHARE PLEDGE

relating to the entire issued share capital of
Menzies Parcels Limited

This Shares Pledge is subject to and has the benefit of an Intercreditor Agreement dated the same date as this Pledge and made between, among others, (1) the Original Chargors, (2) the Senior Senior Security Agent and (3) the Secured Parties (as each such term is defined in this Pledge).

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	SECURITY	3
3.	PROTECTION OF SECURITY	5
4.	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS	6
5.	THE SHARES	7
6.	ENFORCEMENT	9
7.	APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT	10
8.	LIABILITY OF THE SENIOR SECURITY AGENT	11
9.	SET-OFF	11
10.	DELEGATION	11
11.	FURTHER ASSURANCES	12
12.	POWER OF ATTORNEY	12
13.	CURRENCY CONVERSION	12
14.	MISCELLANEOUS	13
15.	NOTICES	14
16.	CALCULATIONS AND CERTIFICATES	14
17.	PARTIAL INVALIDITY	15
18.	REMEDIES AND WAIVERS	15
19.	AMENDMENTS AND WAIVERS	15
20.	RELEASE	15
21.	GOVERNING LAW	16
	SCHEDULE: THE COMPANY AND THE EXISTING SHARES	17

THIS SHARE PLEDGE is made on

31 January

2019

BY:

- (1) **MENZIES DISTRIBUTION LIMITED** incorporated in England (registered number 01430241) whose registered office is at Unit E, Twelvetreets Business Park, Twelvetreets Crescent, London, England E3 3JG (the "**Pledgor**");

IN FAVOUR OF

- (2) **THE ROYAL BANK OF SCOTLAND PLC** incorporated in Scotland (registered number SC083026) whose registered office is at 36 St. Andrew Square, Edinburgh, Scotland EH2 2YB as agent and security trustee for the Secured Parties (as defined below), and its successor(s) as such Senior Security Agent (the "**Senior Security Agent**").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Pledge unless the context requires otherwise:

"**Additional Shares**" means any shares in the Company (other than the Existing Shares) including any such shares comprised in Related Rights, at any time hereafter beneficially owned by the Pledgor;

"**Company**" means the company specified in the Schedule;

"**Declared Default**" means an Event of Default in respect of which any notice has been issued or rights exercised by the Agent under clause 24.15 (*Acceleration*) of the Senior Facility Agreement;

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Senior Security Agent;

"**Existing Shares**" means the shares in the Company specified in columns 5 and 6 of the Schedule;

"**Pledge**" means these presents, (including the Schedule) as amended or supplemented from time to time;

"**Pledged Assets**" means the Existing Shares, the Additional Shares and the Related Rights;

"**Related Rights**" means all dividends, interest, distributions and other rights of whatever nature now or hereafter payable on or arising or accruing in respect of the Shares including, without limiting that generality, all shares or other securities (and dividends, interest, distributions and other rights relating thereto) offered or otherwise arising or accruing by way of redemption, bonus, substitution, exchange or otherwise in respect of the Shares;

"**Schedule**" means the schedule annexed as relative to this Pledge;

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Senior Security Agent and/or the Secured Parties (or any

of them) under or pursuant to any Finance Document, and all or any monies, liabilities and obligations covenanted to be paid under this Pledge;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"Security Period" means the period beginning on the date of this Pledge and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Senior Facility Agreement" means the facility agreement dated the same date as this Pledge and made between, amongst others, (1) Menzies Distribution Limited as Company, (2) the companies listed in part I of schedule 1 to it as Original Borrowers, (3) the companies listed in part I of schedule 1 to it as Original Guarantors, (4) The Royal Bank of Scotland Plc as Arranger, (5) the financial institutions listed in part II of schedule 1 to it as Original Lenders, (6) the financial institutions listed in part II of schedule 1 to it as Additional Ancillary Lenders, (7) The Royal Bank of Scotland Plc as Agent and (8) the Senior Security Agent as Security Agent;

"Shares" means the Existing Shares and the Additional Shares; and

"Shares Pledge Security" means the Security created or evidenced by or pursuant to this Pledge.

1.2 Senior Facility Agreement definitions

In this Pledge, terms defined in, or construed for the purposes of, the Senior Facility Agreement have the same meanings when used in this Pledge (unless the same are otherwise defined in this Pledge).

1.3 Interpretation

- (a) Unless a contrary indication appears in this Pledge, the provisions of clause 1.2 of the Senior Facility Agreement (other than clause 1.2(a)(iii)) apply to this Pledge as though they were set out in full in this Pledge, except that references to "*this Agreement*" will be construed as references to this Pledge.
- (b) In this Pledge unless the context requires otherwise:
 - (i) words importing the singular shall include the plural and vice versa;
 - (ii) references to this Pledge or any other document shall be constituted as references to this Pledge or such other document as amended, varied, restated, supplemented or novated from time to time;
 - (iii) references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;

- (iv) references to a "person" shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
 - (v) any reference to the Senior Security Agent includes its permitted successors, transferees and assignees;
 - (vi) references to a document "in the agreed form" means a document in a form agreed by the Pledgor and the Senior Security Agent and initialled by, or on behalf of, each of them for the purpose of identification as such; and
 - (vii) "tax" means all forms of taxation, duties, imposts and levies whatsoever in the nature of taxation whenever and wherever imposed, including (but without limitation) all stamp duties, imposts, duties, capital and revenue taxes and value added tax, and "taxes" and "taxation" shall be construed accordingly.
- (c) Each undertaking of the Pledgor (other than a payment obligation) contained in this Pledge:
- (i) must be complied with at all times during the Security Period; and
 - (ii) is given by the Pledgor for the benefit of the Senior Security Agent and each other Secured Party.

1.4 Headings

The table of contents and the headings in this Pledge are included for convenience only and shall be ignored in construing this Pledge.

1.5 Conflict

If there is any conflict between the provisions of this Pledge and the provisions of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail.

1.6 Third party rights

Save as expressly provided to the contrary in this Pledge, a person who is not a party to this Pledge has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Pledge.

2. SECURITY

2.1 Payment

The Pledgor undertakes to the Senior Security Agent that it will pay and discharge the Secured Obligations in accordance with the terms of the Finance Documents.

2.2 Security

In security for the payment and discharge of the Secured Obligations the Pledgor hereby:

- (a) pledges and assigns the Existing Shares and Related Rights to which it is entitled at the date hereof to the Senior Security Agent on the terms and conditions specified in this Pledge; and
- (b) undertakes to pledge and assign any Additional Shares and Related Rights to which it becomes entitled after the date hereof to the Senior Security Agent in accordance with the provisions of this Pledge.

2.3 Transfer

- (a) Immediately upon execution of this Pledge, the Pledgor shall deliver to the Senior Security Agent:
 - (i) valid executed transfer(s) of the Existing Shares in favour of the Senior Security Agent or its nominee (stamped and dated); and
 - (ii) evidence satisfactory to the Senior Security Agent that the transfer(s) of the Existing Shares to the Senior Security Agent or its nominee has been approved by the board of directors of the Company in accordance with the articles of association;
 - (iii) a share certificate in the name of the Senior Security Agent or its nominee in respect of the Existing Shares; and
 - (iv) a certified copy of the updated Register of Members of the Company reflecting the registration of the Existing Shares in the name of the Senior Security Agent or its nominee in accordance with the articles of association of the Company.
- (b) If the Pledgor becomes entitled to or acquires any Additional Shares it shall promptly notify the Security Agent and immediately on request by the Security Agent deliver to the Security Agent:
 - (i) valid executed transfer(s) of the Additional Shares in favour of the Security Agent or its nominee (stamped and dated);
 - (ii) evidence satisfactory to the Security Agent that the transfer(s) of the Additional Shares to the Security Agent or its nominee has been approved by the board of directors of the Company in accordance with the articles of association;
 - (iii) share certificate(s) in the name of the Security Agent or its nominee in respect of the Additional Shares; and
 - (iv) a certified copy of the updated Register of Members of the Company reflecting the registration of the Additional Shares in the name of the Security Agent or its nominee in accordance with the articles of association of the Company.

- (c) This Pledge shall be conditional upon and shall not be deemed to have been completed and in force until clause 2.3(a) above has been complied with to the satisfaction of the Senior Security Agent.

2.4 Prohibition of other securities etc

Unless the Senior Security Agent otherwise agrees in writing, the Pledgor shall not assign or create or permit any form of security, charge or encumbrance to arise over or except only as permitted by the terms of this Pledge otherwise deal with the Pledged Assets or any part thereof until the expiry of the Security Period.

3. PROTECTION OF SECURITY

3.1 Continuing security

This Pledge is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Pledge shall remain in full force and effect as a continuing security for the duration of the Security Period.

3.2 No prejudice

This Pledge is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Senior Security Agent and/or any other Secured Party may at any time hold for all or any part of the Secured Obligations.

3.3 Right to enforce

This Pledge may be enforced against the Pledgor without the Senior Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

3.4 Non impairment

The Pledgor agrees that none of its obligations or the Senior Security Agent's rights, powers and discretions under this Pledge shall be reduced, discharged or otherwise adversely affected by:

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any Security or any right or remedy which the Senior Security Agent may have now or in the future from or against the Pledgor or any other person in respect of any of the Secured Obligations; or
- (b) any failure, act or omission by the Senior Security Agent or any other person in taking up, perfecting or enforcing any Security or guarantee from or against the Pledgor or any other person in respect of the Secured Obligations; or
- (c) any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Senior Facility Agreement or the other Finance Documents; or
- (d) any grant of time, indulgence, waiver or concession to the Pledgor or any other person; or

- (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Pledgor or any other person; or
- (f) any invalidity, illegality, unenforceability, irregularity or frustration of the Secured Obligations; or
- (g) any renumbering, redesignation, subdivision, consolidation, alteration or variation of the Shares; or
- (h) anything done or omitted to be done by the Senior Security Agent or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Pledgor under this Pledge.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

4.1 Representations and warranties

The Pledgor represents and warrants to the Senior Security Agent that:

- (a) is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation;
- (b) subject to the Legal Reservations:
 - (i) the obligations expressed to be assumed by it in this Pledge are legal, valid, binding and enforceable obligations; and
 - (ii) (without limiting the generality of paragraph (i)), this Pledge creates the security interests which it purports to create and those security interests are valid and effective;
- (c) it has the power to own its assets and carry on its business as it is being conducted;
- (d) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, delivery of and performance of its obligations this Pledge;
- (e) the entry into and performance by it of, and the transactions contemplated by, this Pledge do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding upon it;
- (f) all Authorisations required:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Pledge; and
 - (ii) to make this Pledge admissible in evidence in its Relevant Jurisdictions, have been obtained or effected and are in full force and effect;

- (g) it has not save as provided in the Intercreditor Agreement, or where not prohibited under the terms of the Senior Facility Agreement, granted or created any other Security, charge or encumbrance over the Pledged Assets or any interest therein, or agreed, conditionally or unconditionally, to do so; and
- (h) it has not entered into any agreement or granted any option to sell or otherwise dispose of the Pledged Assets or any interest therein, or agreed, conditionally or unconditionally, to do so;
- (i) it is the absolute unencumbered owner of the Existing Shares and Related Rights in respect thereof;
- (j) the Existing Shares are fully paid;
- (k) the Existing Shares represent the entire issued share capital of the Company; and
- (l) the information contained in the Schedule is complete and accurate in all respects.

4.2 Undertakings

The Pledgor undertakes to the Senior Security Agent that it shall:

- (a) not save as otherwise provided in the Intercreditor Agreement or where not prohibited under the terms of the Senior Facility Agreement, sell, transfer, lend or otherwise dispose of, or grant or create any option, right of pre-emption, warrant or other right to subscribe for, purchase or otherwise acquire, the Pledged Assets or any interest therein or agree, conditionally or unconditionally, to do so;
- (b) not take or omit to take any action which would prejudice the security constituted pursuant to this Pledge or impair the value of the Pledged Assets and shall, at its own cost, promptly take all action which is at any time necessary or which the Senior Security Agent may request, to protect the value of the interests of the Pledgor and the Senior Security Agent in the Pledged Assets;
- (c) not, save in accordance with paragraph 4.2(d) below, vary or abrogate any of the rights attached to the Pledged Assets or take or omit to take any action which would have that result; and
- (d) take such action as the Senior Security Agent may reasonably request in respect of any proposed consolidation, subdivision, reorganisation, arrangement, conversion, exchange, repayment or takeover offer affecting or relating to the Pledged Assets or any of them or any proposal made for varying or abrogating any rights attaching to the Pledged Assets or any of them.

5. THE SHARES

5.1 Voting rights

- (a) The Pledgor shall be entitled to exercise the voting rights attaching to the Shares subject to and in accordance with the provisions of clauses 5.1(a) to 5.1(d) below. Otherwise, such voting rights may be exercised by the Senior Security Agent as it thinks fit.

- (b) The Pledgor shall not be entitled to exercise the voting rights attaching to the Shares if an Event of Default has occurred and is continuing.
- (c) The Pledgor shall not be entitled without the Senior Security Agent's prior written consent to exercise the voting rights attaching to the Shares in favour of any resolution for any of the following purposes:
 - (i) the alteration of the memorandum or articles of association of the Company in a way which in the opinion of the Senior Security Agent may have a material adverse effect on the value of the Pledged Assets or the validity of the security created by this Pledge;
 - (ii) the issue of any shares in the Company;
 - (iii) the purchase or redemption by the Company of any of its own shares;
 - (iv) the reduction of the share capital of the Company;
 - (v) the winding up of the Company or the approval of any voluntary arrangement in relation to it; or
 - (vi) any other matter which in the Senior Security Agent's reasonable opinion might prejudice the Security constituted by this Pledge or adversely affect the value of the Pledged Assets to a material extent.
- (d) If so requested by the Pledgor, the Senior Security Agent shall appoint or procure the appointment of the Pledgor as its proxy in respect of the Shares in accordance with the provisions of this clause but any such appointment shall (notwithstanding any express or implied term to the contrary) terminate and cease to have effect on the occurrence of an Event of Default which is continuing and in relation to any matter falling within any of the provisions of clause 5.1(c).

5.2 Dividends

- (a) Unless an Event of Default has occurred and is continuing, the Senior Security Agent shall (subject always to clause 5.2(b)) and save as otherwise provided in the Intercreditor Agreement account to the Pledgor for all dividends, interest and other distributions paid in respect of the Shares and shall if so requested by the Pledgor complete and deliver an appropriate dividend mandate or mandates.
- (b) After the occurrence of an Event of Default which is continuing, the Senior Security Agent may and save as otherwise provided in the Intercreditor Agreement retain all dividends, interest and distributions paid in respect of the Shares and apply them in or towards settlement of the Secured Obligations on the same basis as proceeds under clause 6 (*Enforcement*). If the Pledgor or any person on its behalf receives or obtains the benefit of any such dividends, interest or distributions after the occurrence of an Event of Default which is continuing it shall immediately pay over and account for the same to the Senior Security Agent.
- (c) The Senior Security Agent shall use reasonable endeavours to promptly pass on to the Pledgor all notices or other communications (or a copy thereof) it may receive from the Company in relation to the Shares but shall not be liable for any failure to do so.

- (d) Any shares or other securities comprised in Related Rights shall be issued to and registered in the name of the Senior Security Agent or its nominee, failing which the Pledgor shall forthwith transfer them to the Senior Security Agent or its nominee in accordance with clause 2.3(b).

5.3 Calls on Shares

The Pledgor shall promptly pay any calls which may be made or meet any other obligations arising in respect of the Shares, failing which the Senior Security Agent may (but shall not be obliged to) make the relevant payments or meet such obligations, the amount of which shall be repayable by the Pledgor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

6. ENFORCEMENT

6.1 Powers

At any time after the occurrence of a Declared Default, the Senior Security Agent shall be entitled, without notice to the Pledgor or any other person, either in its own name or in the name of the Pledgor or otherwise and in such manner and upon such terms and conditions as it thinks fit:

- (a) to the extent that clause 6.3 (*Financial collateral*) applies, the power to appropriate the Security Subjects in accordance with clause 6.3 (*Financial collateral*);
- (b) to sell, transfer, assign or otherwise dispose of the Pledged Assets by public or private sale with or without advertisement in such manner and on such terms and conditions as the Senior Security Agent may consider expedient, and apply the proceeds in or towards satisfaction of, or retain them as continuing security for, the Secured Obligations; and
- (c) generally, without prejudice to the other provisions of this clause, to exercise all the rights powers and discretions in respect of the Pledged Assets it would be entitled to exercise if it were the absolute owner of the Pledged Assets, and to do all acts and things it may consider necessary or expedient for the realisation of the Pledged Assets and the application of the proceeds in or towards settlement of, or their retention as continuing security for, the Secured Obligations, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on the Senior Security Agent under this Pledge.

6.2 Third parties

- (a) No purchaser from or other person dealing with the Senior Security Agent in relation to the Pledged Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by the Senior Security Agent hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.
- (b) The receipt or discharge of the Senior Security Agent shall be an absolute discharge to any purchaser or other person dealing with the Senior Security Agent in relation to the Pledged Assets and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Senior Security Agent or at its direction.

6.3 Financial collateral

- (a) To the extent that the Pledged Assets constitute "financial collateral" and this Pledge and the obligations of the Pledgor under this Pledge 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), the Senior Security Agent will have the right after this Pledge has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Senior Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

7. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT

7.1 Application

All monies received by the Senior Security Agent or any Receiver after the Shares Pledge Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Shares Pledge Security) be applied in accordance with and subject to the terms of the Intercreditor Agreement.

7.2 Contingencies

If this Pledge is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Senior Security Agent may pay the proceeds of any recoveries effected by it into a blocked suspense account.

7.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 7.1 (*Application*), the Senior Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Pledgor.
- (c) All monies received, recovered or realised by the Senior Security Agent under or in connection with this Pledge may at the discretion of the Senior Security Agent be credited to a separate interest-bearing suspense account for so long as the Senior Security Agent determines (with interest accruing thereon at such rate (if any) as the Senior Security Agent may determine) without the Senior Security Agent having any obligation to apply such monies and interest or any part of

it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all Secured Obligations in full.

8. LIABILITY OF THE SENIOR SECURITY AGENT

The Senior Security Agent shall not in any circumstances be liable to the Pledgor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Pledge or any realisation, appropriation or application of the Pledged Assets or from any act, default or omission of the Senior Security Agent, or his/her or its officers, employees or agents in relation to the Pledged Assets or otherwise in connection with this Pledge, except to the extent caused by the gross negligence or wilful default of the Senior Security Agent or its officers, employees or agents.

9. SET-OFF

9.1 Set-off rights

The Senior Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Pledgor and unpaid (whether under the Finance Documents or which has been assigned to the Senior Security Agent or such other Secured Party by any other Obligor) against any obligation (whether or not matured) owed by the Senior Security Agent or such other Secured Party to the Pledgor, regardless of the place of payment, booking branch or currency of either obligation.

9.2 Set-off rights after Security is enforceable

At any time after this Pledge has become enforceable (and in addition to its rights under clause 9.1 (*Set-off rights*), the Senior Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Pledgor under any Finance Document against any obligation (whether or not matured) owed by the Senior Security Agent or such other Secured Party to the Pledgor, regardless of the place of payment, booking branch or currency of either obligation.

9.3 Currency conversion for the purposes of set-off

If the obligations are in different currencies, the Senior Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

9.4 Unliquidated or unascertained liabilities

If either obligation referred to in this clause 9 (*Set-off*) is unliquidated or unascertained, the Senior Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

10. DELEGATION

The Senior Security Agent may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Pledge upon any terms (including power to sub-delegate) which it may think fit. The Senior Security Agent shall not be in any way liable or responsible to the Pledgor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

11. FURTHER ASSURANCES

11.1 Further action

The Pledgor shall, at its own expense, immediately do all acts and execute all documents as the Senior Security Agent may reasonably specify (and in such form as the Senior Security Agent may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Pledge;
- (b) creating any fixed security or charge over any of the Pledged Assets;
- (c) facilitating the realisation of any Pledged Asset;
- (d) facilitating the exercise of any rights, powers and remedies exercisable by the Senior Security Agent, any other Secured Party or any Delegate in respect of any Pledged Asset or provided by or pursuant to the Finance Documents or by law; or
- (e) creating and perfecting Security in favour of the Senior Security Agent or the Secured Parties over the Pledged Assets equivalent or similar to the Security intended to be created by or pursuant to this Pledge.

This includes:

- (i) the re-execution of this Pledge;
- (ii) the execution of any standard security, pledge, charge, transfer, conveyance, assignment, assignation or assurance of or over any property, whether to the Senior Security Agent or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration.

11.2 Finance Documents

The Pledgor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Senior Security Agent or the Secured Parties by or pursuant to the Finance Documents.

12. POWER OF ATTORNEY

The Pledgor, by way of security, irrevocably and severally appoints the Senior Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or the Shares Pledge Security has become enforceable which the Pledgor is obliged to take under this Pledge, including under clause 11 (*Further assurances*), or, if no Event of Default is continuing, which the Pledgor has failed to take. The Pledgor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

13. CURRENCY CONVERSION

All monies received or held by the Senior Security Agent under this Pledge may be converted from their existing currency into such other currency as the Senior Security Agent considers

necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's Spot Rate of Exchange. The Pledgor shall indemnify the Senior Security Agent against all costs, charges and expenses incurred in relation to such conversion. The Senior Security Agent shall not have any liability to the Pledgor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

14. MISCELLANEOUS

14.1 New accounts

- (a) If the Senior Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than any Security expressly permitted by the Senior Facility Agreement) affecting any Pledged Asset and/or the proceeds of sale of any Pledged Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Pledgor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Senior Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

14.2 Non compliance by Pledgor

If the Pledgor fails to make any payment or fulfil any obligation due by it under or pursuant to this Pledge, the Senior Security Agent shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Pledgor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

14.3 Assignment

- (a) The Senior Security Agent may assign or transfer all or any part of its rights under this Pledge pursuant to the resignation or removal of the Senior Security Agent in accordance with the Intercreditor Agreement. The Pledgor shall, immediately upon being requested to do so by the Senior Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.
- (b) The Pledgor may not assign, transfer or otherwise deal with the benefit or burden of this Pledge or any of its rights or obligations hereunder.

14.4 Non-reliance

Each of the parties acknowledges and agrees that in entering into this Pledge it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Pledge or not) other than as expressly set out in this Pledge.

14.5 Consent to registration

The Pledgor consents to the registration of this Pledge and of any certificate referred to in clause 16 (*Calculations and Certificates*) below for preservation and execution.

14.6 Expenses

The Pledgor shall promptly indemnify the Senior Security Agent and every Delegate against any cost, loss or liability incurred by any of them as a result of:

- (a) the taking, holding, protection or enforcement of the Security constituted by this Pledge;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Senior Security Agent and each Delegate by the Finance Documents or by law; or
- (c) any default by the Pledgor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents,

in each case together with interest at the Default Rate, from the date of demand until settlement, and the amount thereof shall be a Secured Obligation.

15. NOTICES

15.1 Senior Facility Agreement provisions

The provisions of clause 33 (*Notices*) of the Senior Facility Agreement (other than clauses 33.3(c) and 33.5 (*Electronic communication*)) shall apply mutatis mutandis to this Pledge as if set out in full herein.

15.2 Addresses for notices

The addresses and facsimile numbers of the parties for the purposes of this clause 15 are:

The Senior Security Agent

Address: 24 St Andrew Square, Edinburgh EH2 1AF

For the attention of: John Stewart and Les Anderson

The Pledgor

Address: 2 Lochside Avenue, Edinburgh Park, Edinburgh, EH12 9DJ

For the attention of: Paul McCourt

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

16. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party or the Senior Security Agent specifying the amount of any Secured Obligation due from the Pledgor (including details of

any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Pledgor of the matters to which it relates.

17. PARTIAL INVALIDITY

All the provisions of this Pledge are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

18. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Senior Security Agent (or any other Secured Party), any right or remedy under this Pledge shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

19. AMENDMENTS AND WAIVERS

Any provisions of this Pledge may be amended only if the Senior Security Agent and the Pledgor so agree in writing and any breach of this Pledge may be waived before or after it occurs only if the Senior Security Agent so agrees in writing. A waiver given or consent granted by the Senior Security Agent under this Pledge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

20. RELEASE

20.1 Release

Upon the expiry of the Security Period (but not otherwise) the Senior Security Agent shall, at the request and cost of the Pledgor, take whatever action is necessary to discharge, release or re-assign (without recourse or warranty) the Pledged Assets from the Security created by this Pledge.

20.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Pledgor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Pledgor under this Pledge shall continue as if the discharge or arrangement had not occurred. The Senior Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

20.3 Retention of Security

If any payment or realisation in respect of the Secured Obligations is, in the Senior Security Agent's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Senior Security Agent shall be entitled to retain this Pledge undischarged until the expiry of the period during which it may be challenged on any such ground.

20.4 Avoidance of payments

The Senior Security Agent's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Senior Security Agent on the faith of any such payment or realisation.

21. GOVERNING LAW

This Pledge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the 15 preceding pages and the Schedule are executed, with a delivery date of 31 January 2019 as follows:

SUBSCRIBED for and on behalf of
MENZIES DISTRIBUTION LIMITED

at EDINBURGH PARK

on the 28 JANUARY day
of 2019
by [REDACTED]

Director

before this witness

Witness

PAMELA ABBOTT Full Name

C/O 2 LOCHSIDE AVENUE Address

EDINBURGH

**This is the Schedule referred to in the foregoing Share Pledge by Menzies Distribution Limited
in favour of The Royal Bank of Scotland Plc as Senior Security Agent**

SCHEDULE: THE COMPANY AND THE EXISTING SHARES

Name of Company	Registered Number	Issued Share Capital	Class and nominal value of Existing Shares	Number of Existing Shares
(1)	(2)	(3)	(4)	(5)
Menzies Parcels Limited	SC201118	£12,500	Ordinary Shares of £1 each	12,500