



**Registration of a Charge**

Company name: **ARROW BUSINESS COMMUNICATIONS LIMITED**

Company number: **05643503**



X7Z1PVIZ

Received for Electronic Filing: **11/02/2019**

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**Details of Charge**

Date of creation: **08/02/2019**

Charge code: **0564 3503 0022**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **WE 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: **OSBORNE CLARKE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5643503

Charge code: 0564 3503 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2019 and created by ARROW BUSINESS COMMUNICATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th February 2019 .

Given at Companies House, Cardiff on 12th 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

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

Dated this *11 FEBRUARY 2019*

Signed *OSBORNE CLARKE LLP*

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

SHARE PLEDGE

by

ARROW BUSINESS COMMUNICATIONS LIMITED

In favour of

LLOYDS BANK PLC

as Security Agent

Brodies LLP  
15 Atholl Crescent  
Edinburgh EH3 8HA  
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Ref: AKK.KLRF.LLO1.63

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Share Pledge is delivered on 8 FEBRUARY 2019

**SHARE PLEDGE BY:**

**ARROW BUSINESS COMMUNICATIONS LIMITED** a company incorporated in England and Wales with registered number 05643503 and having its registered office at The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN (the "**Chargor**")

in favour of

**LLOYDS BANK PLC**, a company incorporated in England and Wales under the Companies Acts with registered number 00002065 and having its registered office at 25 Gresham Street, London EC2V 7HN (as agent and security trustee for the Secured Parties) (the "**Security Agent**").

**CONSIDERING THAT:**

- A The Secured Parties have agreed or will agree to make certain loan facilities available to the Borrowers.
- B It is a condition precedent to the making available of loan facilities by the Secured Parties to the Borrowers that the Chargor grants to the Security Agent this Share Pledge.

**ACCORDINGLY IT IS AGREED AS FOLLOWS:**

**1 Definitions and interpretations**

**1.1 Definitions**

Unless otherwise defined in this Share Pledge, terms defined in the Facilities Agreement shall have the same meanings when used in this Share Pledge and the following definitions shall apply:

- 1.1.1 "**Acceleration Event**" means the occurrence of an Event of Default in respect of which the Agent has exercised any of its rights under Clause 26.20 of the Facilities Agreement;
- 1.1.2 "**the Act**" means the Companies Act 2006;
- 1.1.3 "**Additional Shares**" means any shares in the Company which come into existence after the date of delivery of this Share Pledge;
- 1.1.4 "**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
- 1.1.5 "**Charged Assets**" means the Shares and all Related Rights in respect of the Shares;
- 1.1.6 "**Company**" means the company whose details are set out in Part 1 of the Schedule;

- 1.1.7 **"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent;
- 1.1.8 **"Event of Default"** means an Event of Default under and as defined in the Facilities Agreement;
- 1.1.9 **"Facilities Agreement"** means an agreement dated 13 December 2018 and made between, amongst others, (1) Arrow Business Communications Limited as parent, (2) the subsidiaries of the parent listed therein as original guarantors, including the Chargor, (3) Lloyds Bank plc and Santander UK plc as original lenders and arrangers and (4) Lloyds Bank plc acting as Agent and Security Agent, as amended, novated, supplemented, extended or restated from time to time;
- 1.1.10 **"financial collateral"** has the meaning given to that term in the Financial Collateral Arrangements (No.2) Regulations 2003;
- 1.1.11 **"Insolvency Act"** means the Insolvency Act 1986;
- 1.1.12 **"Intercreditor Agreement"** means the intercreditor agreement dated 13 December 2018 and made between, among others, (1) the Original Obligors as debtors and intra-group lenders, (2) Topco, (3) Holdco, (4) the Security Agent (5) Lloyds Bank plc as senior agent, (6) the Lenders (as Senior Lenders), (7) the Arranger (8) the Loan Note Security Trustees and (9) Growth Capital Partners Nominees Limited as nominee for Growth Capital Partners Fund IV LP as holder of the Investor A Loan Notes and the Investor B Loan Notes.
- 1.1.13 **"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S12006 No 3226);
- 1.1.14 **"Related Rights"** means all stocks, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income thereon or therefrom) which may at any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or otherwise in respect of or derived from any of the Shares or any derivatives thereof including the proceeds of any sale of any of the Shares;
- 1.1.15 **"Schedule"** means the schedule to this Share Pledge;
- 1.1.16 **"Secured Liabilities"** means all present and future liabilities and obligations at any time due, owing or incurred by the Chargor to any Secured Party under any Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;
- 1.1.17 **"Secured Party"** means each Finance Party from time to time party to this Agreement, any Receiver or Delegate;

- 1.1.18 "Security" a mortgage, standard security, charge, pledge, lien, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
- 1.1.19 "Security Period" means the period from the date of delivery of this Share Pledge until the date on which the Security Agent has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and that no commitment is outstanding;
- 1.1.20 "Shares" means the stocks, shares and securities of the Company set out in Part 2 of the Schedule.

## 1.2 Construction

- 1.2.1 Unless a contrary intention appears, sub-clause 1.2 *Construction* of the Facilities Agreement apply to this Share Pledge, and shall be deemed to be incorporated into this Share Pledge, mutatis mutandis, as though set out in full in this Share Pledge, with any reference to "this Agreement" being deemed to be a reference to "this Share Pledge", subject to any other necessary changes.
- 1.2.2 Unless a contrary indication appears, references to clauses and schedules are to clauses and schedules to this Share Pledge and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.
- 1.2.3 The Security Agent holds the benefit of this Share Pledge on trust for the Secured Parties in accordance with the terms of the Intercreditor Agreement.
- 1.2.4 this Share Pledge is a Finance Document.
- 1.2.5 a "Chargor", the "Security Agent" or any other "Secured Party" or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
- 1.3 If there is any conflict or inconsistency between any provision of this Share Pledge and any provision of the Facilities Agreement, the provision of the Facilities Agreement shall prevail.
- 1.4 A person who is not a party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or to enjoy the benefit of any term of this Share Pledge.

## **2 Undertaking to Pay**

The Chargor as primary obligor undertakes with the Security Agent (as trustee for the Secured Parties) that it will on demand pay to the Security Agent the Secured Liabilities when the same fall due for payment, in accordance with the terms of the Finance Documents.

## **3 Pledge**

3.1 The Chargor as security for the payment and discharge of all the Secured Liabilities hereby pledges and assigns to the Security Agent its whole right, title, interest and benefit in and to the Charged Assets.

3.2 The Security Agent hereby acknowledges that, notwithstanding any transfer or delivery to it or its nominee ex facie absolutely of the Charged Assets and any registration of the Charged Assets in the name of the Security Agent or any person holding to the order of the Security Agent or the custody thereof by the Security Agent or any such person, the Charged Assets are and shall truly be held by it as security for the payment and discharge of the Secured Liabilities on the terms and conditions of this Share Pledge.

3.3 The Chargor hereby undertakes to the Security Agent to execute a share pledge in respect of any Additional Shares in substantially the same terms as this Share Pledge and to deliver the same to the Security Agent forthwith and in any event by no later than 5 Business Days from the date of the issue of any such Additional Shares in the Company and that a share certificate in respect of such Shares in the name of the Security Agent or its nominee shall be delivered to the Security Agent within 5 Business Days of the date of acquisition by the Chargor.

## **4 Perfection**

4.1 The Chargor shall immediately on the date of delivery of this Share Pledge, or in relation to any Additional Shares no later than 5 Business Days from the date of delivery of any such additional share pledge, deliver to the Security Agent:

4.1.1 a signed stock transfer form in respect of the Shares in favour of the Security Agent or, at the Security Agent's direction, its nominee;

4.1.2 all share certificates and other documents of title in respect of the Shares; and

4.1.3 any other document requested by the Security Agent in respect of the Shares.

4.2 The Chargor shall forthwith procure that the Security Agent or, at the Security Agent's direction, its nominee shall be registered in the register of members of the Company as the holder of the Shares and that a certified copy of the register of members of the Company is delivered to the Security Agent on the date of delivery of this Share Pledge.



- 4.3 The Chargor shall also procure that a share certificate in respect of the Shares in the name of the Security Agent or its nominee is delivered to the Security Agent on the date of delivery of this Share Pledge.

## **5 Nature of Security**

- 5.1 The Security created by this Share Pledge is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.
- 5.2 The Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or Security or claim payment from any person before claiming from an Obligor under a Finance Document. This waiver applies irrespective of any law or any provision of the Finance Document to the contrary.
- 5.3 Until the Security Period has ended, the Security Agent may refrain from applying or enforcing any other monies, Security or rights held or received by the Security Agent in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same.
- 5.4 The Chargor expressly confirms that it intends that the Security constituted by this Share Pledge shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Facilities Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.
- 5.5 The Security created by this Share Pledge is to be in addition to and shall neither be merged with nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent may now or after the date of this Share Pledge hold for any of the Secured Liabilities, and this Share Pledge may be enforced against the Chargor without first having recourse to any other rights of the Security Agent.

## **6 Further Assurance**

- 6.1 Subject to the Agreed Security Principles, the Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including assignments in security, pledges, transfers, and any other security over all or any of its assets) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)).

- 6.1.1 to perfect or protect the Security created or intended to be created under, or evidenced by, this Share Pledge (which may include the execution of a mortgage, charge, assignment, assignation in security, standard security, pledge or other Security over all or any of the assets which are, or are intended to be, the subject of this Share Pledge, including any Additional Shares) or for the exercise of any rights, powers and remedies of the Secured Parties provided by or pursuant to this Share Pledge or by law; and/or
- 6.1.2 to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security created, or intended to be created, by this Share Pledge, including any Additional Shares.
- 6.2 Subject to the Agreed Security Principles, the Chargor shall take all such action (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 Secured Parties by or pursuant to this Share Pledge.
- 6.3 The Chargor shall comply with the requirements of Part 21A of the Act and shall in particular (but without limitation) promptly after being requested to do so by the Security Agent give all notices orders and directions which the Security Agent may think expedient for the purposes specified in this Clause.

## **7 Representations**

- 7.1 The Chargor makes the representations and warranties listed below in favour of each of the Secured Parties:
  - 7.1.1 It is the legal and beneficial owner of the Charged Assets with the right to transfer with absolute warrandice all or any part of the Charged Assets and has good marketable title to the Charged Assets;
  - 7.1.2 Part 2 of the Schedule (*The Shares*) identifies all the shares in respect of the Company beneficially owned by the Chargor at the date of delivery of this Share Pledge.
  - 7.1.3 The Charged Assets listed in Part 2 of the Schedule (*The Shares*) are fully paid and constitute the entire share capital owned by the Chargor in the Company free from any lien, charge, equity or encumbrance (other than the security created pursuant to this Share Pledge or save as permitted by the Finance Documents) and constitute the entire share capital of the Company;
  - 7.1.4 It has not appointed any nominee to exercise or enjoy all or any of its rights in relation to the Shares or the Additional Shares; and
  - 7.1.5 The constitutional documents of the Company do not and could not restrict or prohibit any transfer of those shares on creation or on enforcement of that Security.

- 7.2 The representations in this Clause are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

## **8 Undertakings by the Chargor**

- 8.1 The Chargor undertakes to the Security Agent in the terms of this Clause for the duration of the Security Period.

- 8.2 The Chargor will not:

8.2.1 create or agree to create or permit to subsist or arise any Security over all or any part of the Charged Assets; or

8.2.2 sell, transfer or otherwise dispose of all or any part of the Charged Assets or agree or attempt to do the same,

except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent.

- 8.3 The Chargor shall

8.3.1 not, without the prior written consent of the Security Agent, acquire any Additional Shares unless they are fully paid;

8.3.2 promptly notify the Security Agent of the acquisition of any Additional Shares; and

8.3.3 duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Shares or Additional Shares or Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from the Chargor in respect of any Shares or Additional Shares.

- 8.4 If the Chargor fails to comply with any undertaking set out in Clause 8.2 to 8.3 (inclusive), it will allow (and irrevocably authorises) the Security Agent to take any action on its behalf which the Security Agent deems necessary or desirable to ensure compliance with those undertakings. The Chargor shall reimburse to the Security Agent, on demand, all amounts expended by the Security Agent in remedying such failure together with interest in accordance with Clause 11.3 (*Default Interest*) of the Facilities Agreement from the date of payment by the Security Agent until the date of reimbursement.

## **9 Dividends and voting rights**

- 9.1 Unless an Acceleration Event has occurred, the Chargor shall be entitled to:

- 9.1.1 receive and retain all dividends, distributions and other monies paid on or derived from the Charged Assets and the Security Agent will if so required by the Chargor execute any necessary dividend mandate in connection therewith; and
- 9.1.2 exercise all voting and other rights and powers attaching to the Charged Assets, provided that it must not do so in a manner which:
  - 9.1.2.1 breaches, or might reasonably be expected to breach, any term of the Facilities Agreement; or
  - 9.1.2.2 would, or might reasonably be expected to, have a material and adverse effect on the value of any of the Charged Assets or otherwise prejudice any Transaction Security.
- 9.2 At any time when any Charged Assets are registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:
  - 9.2.1 ensure that any dividends, distributions or other monies payable in respect of such Charged Assets are duly and promptly paid or received by it or its nominee;
  - 9.2.2 verify that the correct amounts are paid or received; or
  - 9.2.3 take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Assets.
- 9.3 At any time after the occurrence of an Acceleration Event, the Security created pursuant to this Share Pledge shall be immediately enforceable and the Security Agent may in its absolute discretion, following notice to the Chargor, enforce all or any part of the Security created by this Share Pledge and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit.
- 9.4 In particular but without limitation the Security Agent and any nominee of the Security Agent in whose name the Shares are registered, subject to notice being issued by the Security Agent to the Chargor pursuant to Clause 9.3 but without further notice shall, after the occurrence of an Acceleration Event, be entitled to retain, sell, call in, collect and convert into money any of the Charged Assets with full power to sell any of the same either together or in parcels and for such consideration as the Security Agent may think fit (subject to any duty implied by law) and with full power to buy in or rescind or vary any contract of sale of the Charged Assets or any part thereof and to resell the same.
- 9.5 Upon the occurrence of an Acceleration Event:
  - 9.5.1 all dividends and distributions declared and any interest and other payments payable, paid or made in respect of the Shares shall be paid or made to and retained by the

Security Agent as though they were proceeds of sale and may be applied by the Security Agent in accordance with Clause 10;

9.5.2 the Security Agent may revoke any dividend mandate previously granted in connection therewith; and

9.5.3 all voting rights in respect of the Shares shall be exercised by the Security Agent or its nominee in such a manner as it shall in its discretion consider appropriate and any proxy executed by the Security Agent and/or the nominee of the Security Agent shall be automatically revoked.

9.6 At any time after the occurrence of an Acceleration Event, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.

9.7 The power of sale and all powers conferred on the Security Agent under this Share Pledge and pursuant to any legislation, order or regulation shall become exercisable by the Security Agent and all rights of any Chargor to deal for any purpose whatsoever with the Charged Assets or any part of the Charged Assets shall cease immediately on or after the occurrence of an Acceleration Event, whatever the reason for the Acceleration Event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment decree or governmental body.

## **10 Application of Monies**

10.1 All amounts from time to time received or recovered by the Security Agent pursuant to the terms of this Share Pledge or in connection with the realisation or enforcement of all or any part of the Security created by this Share Pledge (for the purposes of this Clause, the "Recoveries") shall be held by the Security Agent on trust to apply the same at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause), in the following order, after the payment of any preferential debts ranking in priority to the Secured Liabilities:

10.1.1 in discharging any sums owing to the Security Agent;

10.1.2 in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of the Security created by this Share Pledge;

10.1.3 in payment of any Secured Liabilities; and

10.1.4 the balance of any Recoveries, after all amounts due under Clause 10.1.1 to 10.1.3 above have been paid in full, to the Chargor.

The provisions of this Clause will override any appropriation made by the Chargor.

10.2 When an Acceleration Event has occurred, the Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of

the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under Clause 10.1 in respect of:

10.2.1 any sum to a Secured Party; and

10.2.2 any part of the Secured Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

10.3 For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any monies received or recovered by the Security Agent from one currency to another, at a market rate of exchange.

10.4 The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

10.5 The Security Agent shall be entitled, in its discretion:

10.5.1 to set aside by way of reserve, amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Share Pledge; and

10.5.2 pay all Taxes which may be assessed against it in respect of any of the Charged Assets, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Share Pledge).

10.6 Any payment to be made in respect of the Secured Liabilities by the Security Agent may be made to the Agent on behalf of the Finance Parties and any payment made in that way shall be a good discharge, to the extent of that payment, by the Security Agent.

10.7 The Security Agent is under no obligation to make the payments to the Agent under Clause 10.7 in the same currency as that in which the obligations and liabilities owing to the relevant Finance Party are denominated.

## **11 Protection of Third Parties**

11.1 No purchaser from, or other person dealing with, a Secured Party shall be obliged or concerned to enquire whether:

11.1.1 the right of the Secured Party to exercise any of the powers conferred by this Share Pledge has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or

11.1.2 any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

11.2 The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser, and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Security Agent.

## **12 Protection of Secured Parties**

12.1 No Secured Party shall be liable in respect of any of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers.

12.2 Without prejudice to Clause 12.1, if a Secured Party enters into possession of the Charged Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

12.3 No party to this Share Pledge (other than the Security Agent or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of a Secured Party in respect of any claim it might have against a Secured Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Charged Asset and any officer, employee or agent of a Secured Party may rely on this Clause subject to the provisions of the Contract (Third party Rights) (Scotland) Act 2017.

## **13 Cumulative powers and avoidance of payments**

13.1 The powers which this Share Pledge confers on the Security Agent appointed under this Share Pledge are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

13.2 If any amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this Share Pledge that amount shall not be considered to have been paid.

13.3 Any settlement or discharge between the Chargor and the Security Agent shall be conditional upon no security or payment to the Security Agent by the Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Security Agent under this Share Pledge) the Security Agent shall be entitled to recover from the Chargor the value which the

Security Agent has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

**14 Rulling-off accounts**

- 14.1 If the Security Agent receives notice of any subsequent Security or other interest affecting any of the Charged Assets (except as permitted by the Facilities Agreement) it may open a new account for the Chargor in its books. If it does not do so then (unless it gives written notice to the contrary to the Chargor), as from the time it receives that notice, all payments made by the Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities

**15 Power of Attorney**

- 15.1 The Chargor irrevocably and severally appoints each of the Security Agent as its mandatory and attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Share Pledge, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent under this Share Pledge or otherwise for any of the purposes of this Share Pledge, and the Chargor undertakes with each of the Security Agent to ratify and confirm all such acts or things made, done or executed by that attorney.
- 15.2 The powers given under Clause 15.1 are effective from the date of delivery of this Share Pledge but may only be exercised upon the occurrence of an Acceleration Event.

**16 Delegation**

- 16.1 A Secured Party may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Share Pledge.
- 16.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that that Secured Party may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

**17 Redemption of prior charges**

- 17.1 The Security Agent may redeem any prior Security on or relating to any of the Charged Assets or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest



error) be conclusive and binding on the Chargor. The Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **18 Miscellaneous**

18.1 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Share Pledge. The Security Agent may assign and transfer all or any part of its rights and obligations under this Share Pledge to any person to whom it is permitted to do so in accordance with the terms of the Intercreditor Agreement.

18.2 At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargor, release the Charged Assets from the security constituted by this Share Pledge in such form to be agreed with the Security Agent.

18.3 Any communication under this Security shall be made and given in accordance with the terms of Clause 35 (*Notices*) of the Facilities Agreement.

## **19 Counterparts**

19.1 Where executed in counterparts:

19.1.1 this Share Pledge shall not take effect until all of the counterparts have been delivered; and

19.1.2 delivery will take place when the date of delivery is agreed between the parties after execution of this Share Pledge as evidenced by the date inserted at the start of this Share Pledge.

## **20 Governing Law and jurisdiction**

20.1 This Share Pledge and any non-contractual obligations arising out of or in connection with it shall be governed by Scots law.

20.2 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Share Pledge (including a dispute relating to the existence, validity or termination of this Share Pledge or any non-contractual obligation arising out of or in connection with this Share Pledge) (a "**Dispute**").

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

20.4 This Clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

## 21 Consent and authorisation

21.1 The Chargor hereby consents to the registration of this Share Pledge and of any certificate referred to herein for preservation.

IN WITNESS WHEREOF this Share Pledge consisting of this and the preceding 13 pages are executed as follows and if executed in counterpart is delivered on the date set out on page 1 of this Share Pledge in accordance with Clause 19:

For and on behalf of **ARROW BUSINESS COMMUNICATIONS LIMITED**

signature of  
director/secretary/authorised signatory/witness

PAUL GIBSON

full name of above (print)

Address of witness

signature of  
director/secretary/authorised signatory

TRACEY TRICE

full name of above (print)

6<sup>TH</sup> FEBRUARY 2019

date of signing

8 FEBRUARY 2019

date of delivery

LOWER CASHING, GEDALMINE

place of signing

For and on behalf of **LLOYDS BANK PLC** as Security Agent

signature of  
director/secretary/authorised signatory/witness

full name of above (print)

Address of witness

signature of  
director/secretary/authorised signatory

full name of above (print)

date of signing

place of signing

**21 Consent and authorisation**

- 21.1 The Chargor hereby consents to the registration of this Share Pledge and of any certificate referred to herein for preservation.

IN WITNESS WHEREOF this Share Pledge consisting of this and the preceding 13 pages are executed as follows and if executed in counterpart is delivered on the date set out on page 1 of this Share Pledge in accordance with Clause 19:

For and on behalf of **ARROW BUSINESS COMMUNICATIONS LIMITED**

signature of  
director/secretary/authorised signatory/witness

full name of above (print)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of witness

signature of  
director/secretary/authorised signatory

full name of above (print)

date of signing

date of delivery

place of signing

For and on behalf of **LLOYDS BANK PLC** as Security Agent

\_\_\_\_\_

signature of  
director/secretary/authorised signatory/witness

*Callum Reid*  
full name of above (print)

\_\_\_\_\_

Address of witness

signature of  
director/secretary/authorised signatory

*Gordon Addison*  
full name of above (print)

*06/02/2019*  
date of signing

*Edinburgh*  
place of signing

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SHARE PLEDGE BY ARROW  
BUSINESS COMMUNICATIONS LIMITED IN FAVOUR OF LLOYDS BANK PLC as Security Agent

SCHEDULE

PART 1

THE COMPANY

Name	Country of Incorporation	Number	Registered Office
Abica Limited	Scotland	SC205544	9 Dava Street, Glasgow G51 2JA

## PART 2

## THE SHARES

Company	Number of Shares	Nominal Value of each Share	Description
Abica Limited	528	£1.00 each	Ordinary shares
Abica Limited	1	£1.00 each	A Ordinary shares
Abica Limited	1	£1.00 each	B Ordinary shares
Abica Limited	1	£1.00 each	C Ordinary shares
Abica Limited	1	£1.00 each	D Ordinary shares