



Registration of a Charge

Company name: **FTL UK ACQUISITION COMPANY LIMITED**

Company number: **11052414**



X726H1ZX

Received for Electronic Filing: **21/03/2018**

Details of Charge

Date of creation: **06/03/2018**

Charge code: **1105 2414 0002**

Persons entitled: **THE TORONTO-DOMINION BANK**

Brief description:

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: **VIKKI LONG, THORNTONS LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11052414

Charge code: 1105 2414 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2018 and created by FTL UK ACQUISITION COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st March 2018 .

Given at Companies House, Cardiff on 23rd March 2018

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

SHARE PLEDGE

by

FTL UK ACQUISITION COMPANY LIMITED

in favour of

THE TORONTO-DOMINION BANK

Thorntons Law LLP
Whitehall House
33 Yeaman Shore
Dundee
DD1 4BJ

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Certified a True Copy
Vicki Hong
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20 March 2018

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SHARE PLEDGE BY:

FTL UK ACQUISITION COMPANY LIMITED a company incorporated in England and Wales with registered number 11052414 and having its registered office at Connect House, 133-137 Alexandra Road, Wimbledon, London SW19 7JY (the "**Chargor**")

in favour of

THE TORONTO-DOMINION BANK a Canadian chartered bank whose registered office is at 910, 333 7th Avenue SW, Calgary, Alberta, Canada T2P 2Z1 (the "**Lender**").

CONSIDERING THAT:

- A. The Lender has agreed to make certain loan facilities available to the Chargor.
- B. It is a condition to the making available of loan facilities by the Lender to the Chargor that the Chargor grants to the Lender this Share Pledge.

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Undertaking to Pay

The Chargor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

2 Pledge

- 2.1 The Chargor as security for the payment and discharge of all the Secured Liabilities hereby pledges and assigns to the Lender its whole right, title, interest and benefit in and to the Charged Assets.
- 2.2 The Lender 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 Lender or any person holding to the order of the Lender or the custody thereof by the Lender 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 Perfection

- 3.1 The Chargor shall immediately on its execution of this Share Pledge deliver to the Lender:
- 3.1.1 a signed stock transfer form in respect of the Shares in favour of the Lender or, at the Lender's direction, its nominee;
 - 3.1.2 all share certificates and other documents of title in respect of the Shares;
 - 3.1.3 any other document requested by the Lender in respect of the Shares.
- 3.2 The Chargor shall forthwith procure that the Lender or, at the Lender'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 Lender on the date of execution of this Share Pledge by the Chargor.
- 3.3 The Chargor shall also procure that a share certificate in respect of the Shares in the name of the Lender or its nominee is delivered to the Lender within five Business Days of the date of execution of this Share Pledge by the Chargor.
- 3.4 Without prejudice to Clauses 3.2 and 3.3 and to the extent that the Charged Assets constitute Financial Collateral, the Chargor agrees that such Charged Assets shall be held or redesignated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations.

4 Representations and warranties

- 4.1 The Chargor represents and warrants to the Lender that:
- 4.1.1 the Chargor is the sole beneficial owner of and has full right and title to the Shares (comprising one hundred per cent (100%) of the issued share capital of the Company carrying the right to vote);
 - 4.1.2 there are no restrictions on the sale or transfer of all or any of the Shares under the articles of association of the Company;
 - 4.1.3 the Shares are fully paid up and validly allotted;
 - 4.1.4 the Charged Assets are not subject to any Security;

- 4.1.5 this Share Pledge constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is, and will continue to be, effective security over all and every part of the Charged Assets in accordance with its terms;
 - 4.1.6 there are no covenants, agreement, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Charged Assets;
 - 4.1.7 there is no breach of any law or regulation that materially and adversely affects the Charged Assets; and
 - 4.1.8 neither the Company nor any associate of the Company (as defined in section 435 of the Insolvency Act 1986) is an employer in respect of a defined benefits pension scheme.
- 4.2 The representations and warranties in Clause 4.1 shall be deemed to be repeated by the Chargor on and as of each day from the date of this Share Pledge until all the Secured Liabilities have been repaid and discharged in full as if made with reference to the facts and circumstances existing on each such day.

5 Undertakings

The Chargor hereby undertakes to the Lender that during the continuance of this Share Pledge it will:

- 5.1 duly execute transfers in respect of any Shares acquired by the Chargor after the date of this Share Pledge in favour of the Lender or, at the Lender's discretion, its nominee and procure that the Lender or its nominee shall be registered in the register of members of the Company as the holder of such Shares within 10 Business Days of the date of acquisition by the Chargor and that a share certificate in respect of such Shares in the name of the Lender or its nominee shall be delivered to the Lender within 15 Business Days of the date of acquisition by the Chargor;
- 5.2 duly and promptly pay all calls, instalments and other monies which may from time to time become due in respect of any of the Charged Assets, it being acknowledged by the Chargor that the Lender shall not in any circumstances incur any liability whatsoever in respect of any such calls, instalments or other monies;

- 5.3 comply in all respects with the memorandum and articles of association of the Company;
- 5.4 not (without the prior written consent of the Lender or as otherwise permitted by the Credit Agreement):-
- 5.4.1 create or permit to subsist any Security (other than in favour of the Lender) on or over the Charged Assets or any part thereof or interest therein;
 - 5.4.2 sell, transfer or otherwise dispose of the Charged Assets or any part thereof or interest therein or attempt or agree so to do;
 - 5.4.3 permit the Company to cancel, increase, create or issue or agree to issue or put under option or agree to put under option any share capital or obligation now or hereafter convertible into or exchangeable for share capital of the Company of any class or call any uncalled capital;
 - 5.4.4 permit the Company to make any alteration to, grant any rights in relation to or otherwise re-organise or redeem or purchase or reduce the share capital or reserves of the Company in any way or enter into any composition or arrangement with its creditors or any class of creditors of the Company;
 - 5.4.5 save pursuant to this Share Pledge, permit the Company to register any transfer of shares, stock or loan capital in the Company or admit any new member (whether by subscription or transfer) to the Company;
 - 5.4.6 exercise (or purport to exercise) any voting rights in respect of the Shares in any way which may have an adverse effect on the value of the Charged Assets (or any of them) or the ability of the Lender to enforce this Share Pledge, including the amendment of the articles of association of the Company;
 - 5.4.7 permit the Company to permit any person other than the Chargor or the Lender or its nominee to be registered as holders of the Charged Assets or any part thereof; or

- 5.4.8 do or cause or, in so far as the Chargor has rights in that regard, permit to be done anything which may reasonably be expected to in any way depreciate or jeopardise the value of any of the Charged Assets.

6 Dividends and voting rights

- 6.1 Until this Share Pledge becomes enforceable in accordance with Clause 7, the Chargor shall be entitled:

6.1.1 to receive all dividends declared, paid or payable in respect of the Shares; and

6.1.2 to exercise all voting rights in respect of the Shares (provided that such voting rights shall not be exercised in a manner which would or might derogate from the security created by or pursuant to this Share Pledge or conflict with any provision of the Credit Agreement) and the Lender and any nominee of the Lender in whose name the Shares are registered shall execute a form of proxy and any other document as may reasonably be required by the Chargor to do so.

- 6.2 Upon the security created by or pursuant to this Share Pledge becoming enforceable in accordance with Clause 7:

6.2.1 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 Lender as though they were proceeds of sale and may be applied by the Lender in accordance with Clause 9; and

6.2.2 all voting rights in respect of the Shares shall be exercised by the Lender or its nominee in such a manner as it shall in its discretion consider appropriate.

7 Enforcement

The security created by or pursuant to this Share Pledge shall become enforceable only following notice by the Lender to the Chargor at any time after the occurrence of an Event of Default.

8 Powers on enforcement

At any time on or after the security created by or pursuant to this Share Pledge becomes enforceable in accordance with Clause 7 the Lender and any nominee of the Lender in whose name the Shares are registered, subject to notice being issued by the Lender to the Chargor pursuant to Clause 7 but without further notice shall be entitled to exercise (or refrain from exercising) all rights and powers conferred on or exercisable by the owner of the Charged Assets. In particular but without limitation the Lender and any nominee of the Lender in whose name the Shares are registered, subject to notice being issued by the Lender to the Chargor pursuant to Clause 7 but without further notice shall 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 Lender 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 without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such assurances and things as it shall think fit.

9 Application of enforcement proceeds

9.1 Order of application of proceeds

All monies received by the Lender pursuant to this Share Pledge, after the Security constituted by this Share Pledge has become enforceable, shall be applied as provided in the Credit Agreement.

9.2 Appropriation

The Lender shall not be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

9.3 Suspense account

All monies received by the Lender under this Share Pledge:

- 9.3.1 may, at the discretion of the Lender, be credited to any suspense or securities realised account;
- 9.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Chargor; and
- 9.3.3 may be held in that account for so long as the Lender thinks fit.

10 Protection of security

10.1 Severance

If any provision (or part of a provision) of this Share Pledge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Share Pledge.

11 Amendments Waivers and Consents

11.1 Amendments

No amendment of this Share Pledge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

11.2 Waivers and consents

11.2.1 A waiver of any right or remedy under this Share Pledge or by law, or any consent given under this Share Pledge, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

11.2.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this Share Pledge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that

or any other right or remedy or constitute an election to affirm this Share Pledge. No single or partial exercise of any right or remedy provided under this Share Pledge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Share Pledge by the Lender shall be effective unless it is in writing.

11.3 Rights and remedies

The rights and remedies provided under this Share Pledge are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

12 Further Provisions

12.1 Independent security

The security constituted by this Share Pledge shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Assets shall merge in the security created by this Share Pledge.

12.2 Continuing security

The security constituted by this Share Pledge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Share Pledge in writing.

12.3 Discharge conditional

Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- 12.3.1 the Lender or its nominee may retain this Share Pledge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period

that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

- 12.3.2 the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

13 Further assurance

The Chargor will do all acts and things and execute and deliver, or cause to be executed and delivered, all agreements, documents and instruments that the Lender may require and take all further steps relating to the Charged Assets that the Lender may require for (i) protecting the Charged Assets of the Chargor, (ii) perfecting, preserving and protecting the Security created under this Share Pledge, and (iii) exercising all powers, authorities and discretions conferred upon the Lender. After the Security created by this Share Pledge becomes enforceable, the Chargor will do all acts and things and execute and deliver all documents and instruments that the Lender may require for facilitating the sale or other disposition of Charged Assets of the Chargor in connection with its realisation.

14 Set-off

14.1 Lender's right of set-off

The Lender may at any time set off any liability of the Chargor to the Lender against any liability of the Lender to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Share Pledge. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 14 shall not limit or affect any other rights or remedies available to it under this Share Pledge or otherwise.

14.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 14.1. If, however, it does exercise those rights it must promptly notify the Chargor of the set-off that has been made.

14.3 Exclusion of Chargor's right of set-off

All payments made by the Chargor to the Lender under this Share Pledge shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15 **Mandate and attorney**

15.1 Appointment of attorneys

The Chargor irrevocably appoints the Lender to be the attorney and mandatory of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

15.1.1 the Chargor is required to execute and do under this Share Pledge; or

15.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Share Pledge or by law on the Lender.

15.2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys or mandatory may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

16 **Costs and Indemnity**

16.1 Costs

The Chargor shall, on demand, pay to, or reimburse, the Lender on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender in connection with:

16.1.1 this Share Pledge or the Charged Assets;

16.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's rights under this Share Pledge; or

16.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate and in the manner specified in the Credit Agreement.

16.2 Indemnity

The Chargor shall indemnify the Lender and its respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

16.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Share Pledge or by law in respect of the Charged Assets;

16.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Share Pledge; or

16.2.3 any default or delay by the Chargor in performing any of its obligations under this Share Pledge.

17 Avoidance of payments

Any amount which has been paid by the Chargor to the Lender and which is, in the opinion of the Lender, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Chargor shall not be regarded as having been irrevocably paid for the purposes of this Share Pledge.

18 Notices

Any notice, direction or other communication (each a "Notice") given regarding the matters contemplated by this Share Pledge shall be delivered in accordance with the Credit Agreement (it being understood and agreed that references in such Section to

"herein", "hereunder" and other similar terms shall be deemed to be references to this Share Pledge).

19 Third Parties

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power.

20 Release

Subject to clause 12.3 (Discharge Conditional), on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Assets from the security constituted by this Share Pledge.

21 Assignment

21.1 Assignment by Lender

21.1.1 At any time, without the consent of the Chargor, the Lender may assign or transfer any or all of its rights and obligations under this Share Pledge.

21.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Charged Assets and this Share Pledge that the Lender considers appropriate.

21.2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this Share Pledge.

22 Definitions

22.1 In this Share Pledge:

22.1.1 **"the Act"** means the Companies Act 1985;

- 22.1.2 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in Edinburgh and London;
- 22.1.3 **"Charged Assets"** means the Shares and all Related Rights in respect of the Shares;
- 22.1.4 **"the Company"** means the company whose details are set out in Part 1 of the Schedule;
- 22.1.5 **"Default Rate"** means the rate of interest payable in accordance with the terms of the Credit Agreement in relation to any amount which is not paid on the due date for such amount.
- 22.1.6 **"Credit Agreement"** means the third amended and restated credit agreement among K-Bro Linen Systems Inc., K-Bro Linen Inc. and various of their subsidiaries and the Lender dated 21 November 2017 in terms of which the Lender has agreed to make certain loan facilities available to the Chargor;
- 22.1.7 **"Event of Default"** has the meaning given to that expression in the Credit Agreement;
- 22.1.8 **"Financial Collateral"** has the meaning given to that term in the Financial Collateral Regulations;
- 22.1.9 **"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI2006 No 3226);
- 22.1.10 **"Insolvency Act"** means the Insolvency Act 1986;
- 22.1.11 **"Interest"** means interest at the rate(s) applicable to the Secured Liabilities;
- 22.1.12 **"Loan Documents"** has the meaning given to it in the Credit Agreement;
- 22.1.13 **"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;

22.1.14 **"Secured Liabilities"** means all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Chargor to the Lender, in any currency, including without limitation under or in connection with or pursuant to the Loan Documents to which the Chargor is a party, and whether incurred by the Chargor alone or jointly with another or others and whether as principal, guarantor or surety and in whatever name or style, together with the Interest, costs, charges and expenses incurred by the Lender in respect of those debts, liabilities and obligations;

22.1.15 **"Security"** means any floating charge, mortgage, standard security, assignment by way of security, assignation in security, charge, pledge, lien, hypothec, security interest or any other security agreement or arrangement having the effect of security;

22.1.16 **"Security Period"** means the period starting on the date of delivery of this Share Pledge and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding; and

22.1.17 **"Shares"** means the stocks, shares and securities of the Company set out in Part 2 of the Schedule.

23 Interpretation

23.1 Unless otherwise indicated any reference in this Share Pledge to:

23.1.1 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality);

- 23.1.2 any person shall include that persons successor in title, permitted assignees or permitted transferees;
 - 23.1.3 a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - 23.1.4 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
 - 23.1.5 a clause heading is a reference to a clause or sub-clause of this Share Pledge and is for ease of reference only;
 - 23.1.6 the Schedule is a reference to the Schedule annexed to this Share Pledge which shall include the Schedule;
 - 23.1.7 this Share Pledge (and any provisions of it) or any other document referred to in this Share Pledge shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
 - 23.1.8 unless otherwise defined in this Share Pledge, a term defined in the Credit Agreement has the same meaning when used in this Share Pledge or any notices, acknowledgements or other documents issued under or in connection with this Share Pledge.
- 23.2 The date of delivery of this Share Pledge is the date of delivery stated below the signature of the Chargor. If no date of delivery is stated, the date of delivery is the date of signing stated below the signature of the Chargor.

24 Governing law and jurisdiction

- 24.1 This Share Pledge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scots law.
- 24.2 The Chargor irrevocably agrees that, subject as provided below, the courts of Scotland shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Share Pledge or its subject matter or formation. Nothing in this clause shall limit the right of the

Lender to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- 24.3 The Chargor irrevocably consents to any process in any legal action or proceedings under clause 24.2 being served on it in accordance with the provisions of this Share Pledge relating to service of notices. Nothing contained in this Share Pledge shall affect the right to serve process in any other manner permitted by law.

25 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargor under this Share Pledge shall be, in the absence of any manifest error, conclusive evidence of the amount due.

26 Counterparts And Delivery

- 26.1 This Share Pledge may be executed in any number of counterparts and by each of the parties on separate counterparts.

- 26.2 Where executed in counterparts:

26.2.1 this Share Pledge will not take effect until each of the counterparts has been delivered;

26.2.2 where any counterpart is being held as undelivered, delivery will take place on the date of delivery agreed between the parties ("**the agreed date**"). The agreed date will be inserted in the testing clause of this Share Pledge; and

26.2.3 section 2(3) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 is hereby excluded and shall not apply to the execution arrangements in respect of this Share Pledge.

27 Consent and authorisation

- 27.1 The Chargor hereby consents to the registration of this Share Pledge and of any certificate referred to in Clause 25 for preservation.

27.2 The Chargor hereby authorises the Lender or its agent to insert the date of delivery of this Share Pledge in the execution box below: IN WITNESS WHEREOF these presents consisting of this and the preceding 18 pages together with the Schedule are executed in counterpart as follows and delivered on 6 March 2018:

For and on behalf of **FTL UK ACQUISITION COMPANY LIMITED**


signature of
director/secretary/authorised
signatory/witness

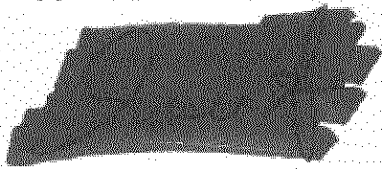
JULIE BRYTHE
full name of above (print)

FISHERS SERVICES LTD

RIGGS PLACE

CUPAR

FIFE KY15 5JA
Address of witness


signature of
director/secretary/authorised signatory

MICHAEL JONES

full name of above (print)

23/02/18

date of signing

CUPAR

place of signing

6/03/18

date of delivery

For and on behalf of **THE TORONTO-DOMINION BANK**

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

date of delivery

27.2 The Chargor hereby authorises the Lender or its agent to insert the date of delivery of this Share Pledge in the execution box below: IN WITNESS WHEREOF these presents consisting of this and the preceding 18 pages together with the Schedule are executed in counterpart as follows and delivered on 6 March 2018:

For and on behalf of **FTL UK ACQUISITION COMPANY LIMITED**

signature of
director/secretary/authorised
signatory/witness

signature of
director/secretary/authorised signatory

full name of above (print)

full name of above (print)

date of signing

place of signing

Address of witness

date of delivery

For and on behalf of **THE TORONTO-DOMINION BANK**

signature of
director/secretary/authorised
signatory/witness

Alanna Drost
Senior Analyst
Commercial National Accounts

signature of
director/secretary/authorised signatory

Curtis Neumann
Associate Vice President
Commercial National Accounts

full name of above (print)

421 7th Ave SW Suite 1100
Calgary AB
T2P 4K9

full name of above (print)

Feb 28/18
date of signing

Calgary AB
place of signing

Address of witness

06/03/2018
date of delivery

THE SCHEDULE

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SHARE PLEDGE BETWEEN FTL UK ACQUISITION COMPANY LIMITED AND THE TORONTO-DOMINION BANK

PART 1

THE COMPANY

Name	Country of Incorporation	Number	Registered Office
Fishers Topco Limited	Scotland	SC444215	Riggs Place, Cupar, Fife KY15 5JA

PART 2

THE SHARES

Company	Number of Shares	Nominal Value of each Share	Description
Fishers Topco Limited	8,890	£1.00	Ordinary shares
Fishers Topco Limited	10,700,889	£1.00	A Preference shares
Fishers Topco Limited	873,400	£1.00	B Preference shares
Fishers Topco Limited	55,556	£1.00	C Preference shares
Fishers Topco Limited	3,144,904	£1.00	Ordinary shares