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COMPANIES FORM No. 466(Scot)

466

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Please complete legibly, preferably in black type, or bold block lettering

1/13

SC124791

Name of company

* Forth Sector

* insert full name of Company

Date of creation of the charge (note 1)

4 November 2013

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Floating Charge

Names of the persons entitled to charge

Unity Trust Bank plc

Short particulars of all the property charged

the whole of the property, (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of Borrower;

Presentor's name address and reference (if any):

Harper Macleod LLP
45 Gordon Street
Glasgow
G1 3PE

DX GW86 GLASGOW

For official use (06/2005)

Charges Section

Post room

MONDAY



S2NCFHSW

SCT

16/12/2013

#469

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

SOCIAL INVESTMENT SCOTLAND, 12 Broughton Place, Edinburgh, EH1 3RX

BIG LOTTERY FUND, 1 Plough Place, London, EC4A 1DE

UNITY TRUST BANK PLC, 9 Brindleyplace, Birmingham, B1 2HB

FORTH SECTOR, Duddingston Yards, Duddingston Park South, Edinburgh, EH15 3NT

*Please do not
write in
this margin*

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Date(s) of execution of the instrument of alteration

4, 11, 21 and 25 November 2013

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

Please do not
write in
this margin

Please complete
legibly, preferably
in black type or
bold block lettering

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

* PLEASE REFER TO THE ATTACHED PAPER APART FOR THE DEFINITIONS OF THE TERMS USED WITHIN THIS SECTION

Notwithstanding the terms of the Securities and the order in which they have been created, recorded, registered or intimated, or any instrument of alteration, deed of variation, letter or contract dated prior to the date of the Instrument affecting any of the Securities or any law to the contrary, the Securities and any sums secured thereby shall rank with respect to the property and undertaking secured by them and on the rents thereof and on the proceeds thereof or any part thereof in the event of a sale of the property and undertaking secured by them in the following order of priority:

FIRST: the Bank Standard Security to the extent of the Bank Priority Debt;

SECOND: the SIS Standard Security to the extent of the SIS Priority Debt, and the BLF Standard Security to the extent of the BLF Priority Debt shall rank pari passu;

THIRD: SIS Standard Security to the extent of the SIS Deferred Debt and the BLF Standard Security to the extent of the BLF Deferred Debt shall rank pari passu;

FOURTH: the Bank Standard Security to the extent of all further sums secured by the Bank Standard Security and the SIS Standard Security to the extent of all further sums secured by the SIS Standard Security shall rank pari passu;

FIFTH: the Bank Floating Charge to the extent of the balance (if any) of the Bank Priority Debt;

SIXTH: the SIS Floating Charge to the extent of the balance (if any) of the SIS Priority Debt and the SIS Deferred Debt; then

SEVENTH: the Bank Floating Charge to the extent of all further sums secured by the Bank Floating Charge and the SIS Floating Charge to the extent of all further sums secured by the SIS Floating Charge shall rank pari passu;

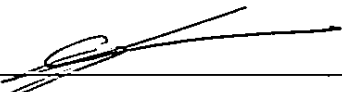
Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please do not
write in
this margin*

N/A

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Signed



Date 13 December 2013

On behalf of [company] [chargee] †

*A fee is payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)*

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

This is the paper apart referred to in the foregoing Form 466 relative to an instrument of alteration dated 4, 11, 21 and 25 November 2013 (the "Instrument") in respect of the floating charge by Forth Sector in favour of Unity Trust Bank plc

The following terms shall have the following meanings in the foregoing Form 466:-

"Bank" means Unity Trust Bank plc;

"Bank Floating Charge" means the floating charge to be granted by the Borrower to the Bank on or around the date of the Instrument and to be subsequently registered at Companies House;

"Bank Priority Debt" means FIVE HUNDRED AND SEVENTY FIVE THOUSAND POUNDS (£575,000) Sterling together with all interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

"Bank Standard Security" means the standard security over the Subjects by the Borrower in favour of the Bank dated on or around the date of the Borrower's execution of the Instrument and to be subsequently registered in the Land Register of Scotland and Companies House as security for all sums due or to become due by the Borrower to the Bank;

"BLF" means BIG LOTTERY FUND, 1 Plough Place, London, EC4A 1DE;

"BLF Deferred Debt" means SEVEN HUNDRED AND SEVENTY FIVE THOUSAND POUNDS (£775,000) Sterling together with interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

"BLF Priority Debt" means TWO HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£225,000) Sterling together with interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

"BLF Standard Security" means the standard security over the Subjects by the Borrower in favour of BLF registered in the Land Register of Scotland on 22 October 2012 and registered at Companies House on 30 October 2012 as security for all sums due or to become due by the Borrower to BLF;

"Borrower" means FORTH SECTOR a company registered under the Companies Acts (Registered Number SC124791) and having their Registered Office formerly at SPACE, 11 Harewood Road, Edinburgh, EH16 4NT and now at Duddingston Yards, Duddingston Park South, Edinburgh, EH15 3NT;

"Securities" means the BLF Standard Security, the SIS Standard Security, SIS Floating Charge, the Bank Standard Security and the Bank Floating Charge;

"SIS" means SOCIAL INVESTMENT SCOTLAND incorporated under the Companies Acts being a company limited by guarantee (Company Number SC223302) and having its Registered Office at 12 Broughton Place, Edinburgh, EH1 3RX in its capacity as the lead delivery partner of the Scottish Investment Fund and registered as a charity in Scotland as Social Investment Scotland Limited (Charity Number SC036875);

"SIS Floating Charge" means the floating charge granted by the Borrower to SIS on 17 October 2012 and to be registered at Companies House on 23 October 2012;

"SIS Deferred Debt" means FIVE HUNDRED THOUSAND POUNDS (£500,000) Sterling together with interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

“SIS Priority Debt” means FIVE HUNDRED THOUSAND POUNDS (£500,000) Sterling together with interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

“SIS Standard Security” means the standard security over the Subjects by the Borrower in favour of SIS registered in the Land Register of Scotland on 22 October 2012 and registered at Companies House on 30 October 2012 as security for all sums due or to become due by the Borrower to SIS; and

“the Subjects” means ALL and WHOLE those subjects known as and forming the former Duddingston Yards Industrial Estate, Edinburgh, registered in the Land Register of Scotland under Title Number MID143164.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 124791
CHARGE CODE SC12 4791 0013

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 25 NOVEMBER 2013 WERE
DELIVERED PURSUANT TO SECTION 466 OF THE COMPANIES
ACT 1985
ON 16 DECEMBER 2013

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 4
NOVEMBER 2013

BY FORTH SECTOR

IN FAVOUR OF
UNITY TRUST BANK PLC

GIVEN AT COMPANIES HOUSE, EDINBURGH 19 DECEMBER 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**SIGNATURE OF THIS DEED WILL HAVE LEGAL CONSEQUENCES AND YOU SHOULD TAKE
INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.**

GLASGOW

13/12/13

CERTIFIED A TRUE COPY

Almeida

RANKING AGREEMENT

among

SOCIAL INVESTMENT SCOTLAND

and

BIG LOTTERY FUND

and

UNITY TRUST BANK PLC

and

FORTH SECTOR

2013

LEG/ASM/FO445X003

MORTON FRASER[®]
SOLICITORS

AGREEMENT AMONG:

- (1) **SOCIAL INVESTMENT SCOTLAND** incorporated under the Companies Acts being a company limited by guarantee (Company Number SC223302) and having its Registered Office at 12 Broughton Place, Edinburgh, EH1 3RX in its capacity as the lead delivery partner of the Scottish Investment Fund and registered as a Charity in Scotland as Social Investment Scotland Limited (Charity Number SC036875) ("**SIS**");

and

- (2) **BIG LOTTERY FUND**, 1 Plough Place, London EC4A 1DE ("**BLF**");

and

- (3) **UNITY TRUST BANK PLC** a company incorporated under the laws of England and Wales (registered number 01713124) whose registered office is at Nine Brindleyplace, Birmingham B1 2HB (the "**Bank**");

and

- (4) **FORTH SECTOR** a company registered under the Companies Acts (Registered Number SC 124791) and having their Registered Office formerly at SPACE, 11 Harewood Road, Edinburgh EH16 4NT and now at Duddingston Yards, Duddingston Park South, Edinburgh, EH15 3NT and a Scottish Registered Charity with Charity Number SC016414 (the "**Borrower**").

WHEREAS:

- (A) The Borrower has granted in favour of SIS, the SIS Standard Security and the SIS Floating Charge.
- (B) The Borrower has granted in favour of BLF, the BLF Standard Security.
- (C) The Borrower has granted (or is about to grant) in favour of the Bank, the Bank Standard Security and the Bank Floating Charge.
- (D) The parties hereto have agreed to enter into this Agreement to regulate the ranking of the Securities.

NOW IT IS AGREED as follows:

1 Interpretation

1.1 In this Agreement:

"**Bank Floating Charge**" means the floating charge to be granted by the Borrower to the Bank on or around the date of the Borrower's execution hereof and to be subsequently registered at Companies House;

"**Bank Priority Debt**" means FIVE HUNDRED AND SEVENTY FIVE THOUSAND POUNDS (£575,000) Sterling together with all interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

"Bank's Standard Security" means the standard security over the Subjects by the Borrower in favour of the Bank dated on or around the date of the Borrower's execution hereof and to be subsequently registered in the Land Register of Scotland and Companies House as security for all sums due or to become due by the Borrower to the Bank;

"BLF Deferred Debt" means SEVEN HUNDRED AND SEVENTY FIVE THOUSAND POUNDS (£775,000) Sterling together with interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

"BLF Priority Debt" means TWO HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£225,000) Sterling together with interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

"BLF Standard Security" means the standard security over the Subjects by the Borrower in favour of BLF registered in the Land Register of Scotland on 22 October 2012 and registered at Companies House on 30 October 2012 as security for all sums due or to become due by the Borrower to BLF;

"Business Day" means a day on which clearing banks are open for business in Edinburgh;

"Creditors" means BLF, SIS and the Bank and **Creditor** shall mean any one of the Creditors;

"Priority Debt" means the BLF Priority Debt, the SIS Priority Debt and the Bank Priority Debt;

"Securities" means the BLF Standard Security, the SIS Standard Security, SIS Floating Charge, the Bank Standard Security and the Bank Floating Charge;

"SIS Floating Charge" means the floating charge granted by the Borrower to SIS on 17 October 2012 and to be registered at Companies House on 23 October 2012;

"SIS Deferred Debt" means FIVE HUNDRED THOUSAND POUNDS (£500,000) Sterling together with interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

"SIS Priority Debt" means FIVE HUNDRED THOUSAND POUNDS (£500,000) Sterling together with interest thereon and commission, costs, charges and expenses including without limitation the cost of realisation of assets including fees and expenses;

"SIS Standard Security" means the standard security over the Subjects by the Borrower in favour of SIS registered in the Land Register of Scotland on 22 October 2012 and registered at Companies House on 30 October 2012 as security for all sums due or to become due by the Borrower to SIS;

"the Subjects" means ALL and WHOLE those subjects known as and forming the former Duddingston Yards Industrial Estate, Edinburgh, registered in the Land Register of Scotland under Title Number MID143164;

"Subordinated Creditors" means each of the Creditors other than the Bank and each such party is a **"Subordinated Creditor"**;

"Subordinated Debt" means the indebtedness of the Company to the Subordinated Creditors.

- 1.2 Reference to BLF, SIS and the Bank shall be deemed to include a reference to assignees of BLF, SIS and the Bank (as applicable).
- 1.3 Reference in this Agreement to any statute or statutory provision shall be deemed to include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and to any order, regulation, instrument or other subordinate legislation made under the relevant statute.
- 1.4 The singular shall include the plural and vice versa.

2 **Ranking**

Notwithstanding the terms of the Securities and the order in which they have been created, recorded, registered or intimated, or any instrument of alteration, deed of variation, letter or contract dated prior to this Agreement affecting any of the Securities or any law to the contrary, the Securities and any sums secured thereby shall rank with respect to the property and undertaking secured by them and on the rents thereof and on the proceeds thereof or any part thereof in the event of a sale of the property and undertaking secured by them in the following order of priority:-

- | | |
|---------|--|
| FIRST | the Bank Standard Security to the extent of the Bank Priority Debt; |
| SECOND | the SIS Standard Security to the extent of the SIS Priority Debt, and the BLF Standard Security to the extent of the BLF Priority Debt shall rank <i>pari passu</i> ; |
| THIRD | SIS Standard Security to the extent of the SIS Deferred Debt and the BLF Standard Security to the extent of the BLF Deferred Debt shall rank <i>pari passu</i> ; |
| FOURTH | the Bank Standard Security to the extent of all further sums secured by the Bank Standard Security and the SIS Standard Security to the extent of all further sums secured by the SIS Standard Security shall rank <i>pari passu</i> ; |
| FIFTH | the Bank Floating Charge to the extent of the balance (if any) of the Bank Priority Debt; |
| SIXTH | the SIS Floating Charge to the extent of the balance (if any) of the SIS Priority Debt and the SIS Deferred Debt; then |
| SEVENTH | the Bank Floating Charge to the extent of all further sums secured by the Bank Floating Charge and the SIS Floating Charge to the extent of all further sums secured by the SIS Floating Charge shall rank <i>pari passu</i> . |

3 **Fluctuating Advances and Preferential Payments**

- 3.1 Notwithstanding any rule of law which might operate to the contrary effect the foregoing ranking provisions shall be valid and effective irrespective of the date or dates on which sums have been or shall be advanced by BLF, SIS or the Bank to the Borrower or have been or shall be drawn down by or debited to the Borrower, BLF, SIS and the Bank having no concern with the composition of or fluctuations in the sum or sums due by the Borrower to BLF, SIS or to the Bank respectively.
- 3.2 The above provisions as to ranking shall not prejudice the right of any Creditor to receive payment to which preference attaches in terms of Sections 175 and 386 of

the Insolvency Act 1986 (hereinafter referred to as "**preferential payments**") provided that any preferential payments payable shall not be counted towards payment of all sums due and to become due to BLF, SIS or the Bank for the purpose of calculating the extent of the Priority Debt under Clause 2 hereof.

4 **Further Securities**

Unless otherwise agreed in writing by the Creditors any present or future statutory mortgage, standard security, floating charge or other charge granted by the Borrower to any of the Creditors or assigned to any of the Creditors (other than the Securities) shall not prejudice the foregoing provisions as to ranking notwithstanding any provision contained in any of the Securities or any such future charge or any rule to the contrary.

5 **Variation**

The Securities are hereby varied to the extent specified in Clause 2 and this Agreement shall be construed and receive effect as a variation within the meaning of Section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and in respect of the Bank Floating Charge and the SIS Floating Charge this Agreement shall receive effect and be construed as an Instrument of Alteration of Floating Charge within the meaning of Section 466 of the Companies Act 1985. Except as varied by the terms of this Agreement, the whole of the Securities shall continue in full force and effect.

6 **Enforcement**

- 6.1 The Bank may exercise its power of sale or other power of enforcement over the Subjects or any part thereof or appoint a receiver, administrator or liquidator of the Borrower's property and undertaking without the prior consent of the Subordinated Creditors but it shall immediately advise the Subordinated Creditors that it has done so.
- 6.2 None of the Subordinated Creditors shall exercise its power of sale or other power of enforcement over the Subjects or any part thereof or appoint a receiver or administrator or liquidator of the Borrower's property and undertaking without the prior consent of the Bank and other Subordinated Creditors which consent shall not be unreasonably withheld or delayed.
- 6.3 The Borrower agrees that the Creditors shall be at liberty from time to time during the currency of any of the Securities to disclose to each other information concerning the Borrower (including, without prejudice to the foregoing generality, its assets, business and/or financial position) in such manner and to such extent as each Creditor shall from time to time decide.

7 **Failure to Bind**

The Creditors hereby agree that if, for any reason other than the invalidity of any of the Securities, these presents are regarded by a liquidator, receiver or administrator of the Borrower or any other manager for creditors as failing to bind him or them in the distribution of the Borrower's assets or the proceeds of sale of the Borrower's assets, then effect shall be given thereto among the Creditors mutually by adjustment and/or appropriate payments made among them provided that the Creditors shall not be bound to make any payment under this clause in excess of the sums actually received by them respectively. The ranking provisions contained above shall apply in the case of voluntary sales or other realisation of assets on enforcement of the Securities or otherwise as well as realisation in the event of insolvency. The Creditors undertake to account to each other for any sums in excess of the amount in respect of which their respective Securities would have priority hereunder which may be received or held as a consequence of the enforcement or operation of their rights under their respective Securities or otherwise.

8 Assignment

- 8.1 The Bank shall be entitled to assign, transfer, securitise or otherwise dispose of the whole or any part of the benefit of this Agreement to any person in any manner that it sees fit provided that the proposed assignee, transferee or other party has undertaken to each of the Subordinated Creditors to be bound by the terms of this Agreement and to enter into all necessary documentation to give effect thereto.
- 8.2 Each of the Subordinated Creditors hereby undertakes to the Bank that it shall not sell, transfer or otherwise dispose of all or any part of its Subordinated Debt to any person unless the relevant assignee or transferee or proposed assignee or transferee has undertaken to each of the remaining parties hereto to be bound by the terms of this Agreement and to enter into all necessary documentation to give effect thereto.

9 Further Assurance

The Borrower shall, at its own expense, take whatever action the Creditors may reasonably require for perfecting or protecting the security intended to be constituted by the Securities and for perfecting and or protecting the ranking intended to be constituted by this Agreement, including the execution of any further documentation, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Creditors may think expedient.

10 Preferential Payments

The provisions set out in this Agreement as to ranking shall not prejudice the right of the Bank or the Subordinated Creditors to receive payments to which a preference attaches in terms of Section 59, 175, 386 and Schedule 6 to the Insolvency Act 1986 or any other applicable legislation.

11 Acknowledgement of Securities

Each Creditor hereby consents to the creation and acknowledges intimation of the registration of the Securities of the other Creditors.

12 Proper law and jurisdiction

The construction, validity and performance of this Agreement shall be governed by the Law of Scotland and the parties hereby agree to submit to the non-exclusive jurisdiction of the Scottish courts.

13 Ranking Agreement to replace past Agreements

These presents shall operate in substitution for the provisions of any instrument of alteration, ranking agreement and the like entered into among the Creditors or any one of them in so far as such instrument of alteration, ranking agreement and the like are inconsistent with the provisions hereof.

14 Expenses

All fees and expenses of the Bank and the Subordinated Creditors in connection with the execution and enforcement of this Agreement shall be promptly paid by the Borrower upon receipt of an invoice.

15 Notices

- 15.1 Any communication to be made under or in connection with this Agreement shall be made (in English) in writing and, unless otherwise stated, may be made by fax or letter.

- 15.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Bank, the Subordinated Creditor and the Borrower for any communication or document to be made or delivered under or in connection with this Agreement is:

15.2.1 Bank:

Address: Nine Brindleyplace, Birmingham B1 2HB
Fax number: 0121 616 4205
For the attention of: Lending Administration Team

15.2.2 SIS:

Address: 12 Broughton Place, Edinburgh, EH1 3RX
Fax number: 0131 558 8357
For the attention of: Alistair Johnstone

15.2.3 BLF:

Address: 1 Plough Place, London, EC4A 1DE
Fax number:
For the attention of: Melloney Poole, Solicitor to the Fund

15.2.5 Borrower:

Address: Duddingston Yards, Duddingston Park South, Edinburgh, EH15 3NT
Fax number: 0131 201 2490
For the attention of: Mike Finlayson / Jeremy Devlin Thorp

16 **Currency conversion**

For the purpose of calculating any sums outstanding to the Bank or the Subordinated Creditors or secured under any of the Securities any amount so outstanding or secured which is expressed in a currency other than Sterling shall be converted from such currency into its Sterling equivalent on the Business Day immediately preceding the first date on which the Bank or the relevant Subordinated Creditor serves a default notice or calling up notice under a relevant Security or on which a petition to wind up the Borrower is granted.

17 **Consent to Registration**

The parties hereto hereby consent to the registration of this Agreement and of any such certificate for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages have been executed as follows:

They are signed on behalf of
SOCIAL INVESTMENT SCOTLAND

at Edinburgh
on 11th NOVEMBER 2013
by ALISTAIR JOHNSTONE

Witness [Signature]

Full Name [Signature]

Address 15 MARGIND TERRACE

EDINBURGH

Occupation CA

[Signature]
Authorised Signatory

They are signed on behalf of

BIG LOTTERY FUND

at LONDON

on 21 NOVEMBER 2013

by MELONEY POOLE, SOLICITOR TO THE FUND

Meloney Poole
Authorised Signatory

Witness *DM*

Full Name DEBORAH JANE MYLES

Address 1 PLOUGH PLACE

LONDON

Occupation SOLICITOR

They are signed on behalf of

UNITY TRUST BANK PLC

at NINE BRINDLEY PLACE, BIRMINGHAM

on 25 NOVEMBER 2013

by PETER KELLY

Peter Kelly
Authorised Signatory

Witness *KS*

Full Name KAREN SUMM

Address NINE BRINDLEY PLACE

BIRMINGHAM B1 2HB

Occupation BANK OFFICIAL

They are signed on behalf of

FORTH SECTOR

at EDINBURGH

on 4 NOVEMBER 2013

by BILL HOWAT

Bill Howat
Authorised Signatory

Witness *Terem Devlin-Thorp*

Full Name TEREM DEVLIN-THORP

Address 23, BRIGHTON PLACE,

EDINBURGH, EH15 1LL

Occupation CHARTERED ACCOUNTANT