



Registration of a Charge

Company name: **OUR POWER (ENERGY) LTD**

Company number: **SC472682**



X4AVZRR4

Received for Electronic Filing: **03/07/2015**

Details of Charge

Date of creation: **25/06/2015**

Charge code: **SC47 2682 0001**

Persons entitled: **SIS (COMMUNITY FINANCE) LIMITED AS TRUSTEE FOR ITSELF AND EACH OF THE FINANCE PARTIES**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

MORTON FRASER LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 472682

Charge code: SC47 2682 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th June 2015 and created by OUR POWER (ENERGY) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2015 .

Given at Companies House, Edinburgh on 3rd July 2015

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**

BOND AND FLOATING CHARGE

by

OUR POWER (ENERGY) LIMITED

in favour of

SIS (COMMUNITY FINANCE)
LIMITED
as Security Trustee

2015

SO527/X134

MORTON FRASER®
SOLICITORS

BOND AND FLOATING CHARGE

by

- (1) **OUR POWER (ENERGY) LIMITED**, a company incorporated under the Companies Acts (Registered Number SC472682) and having its Registered Office at 1 Hay Avenue, Edinburgh EH16 4RW ("Chargor");

in favour of

- (2) **SIS (COMMUNITY FINANCE) LIMITED**, incorporated under the Companies Acts in Scotland (Registered Number SC220983) and having its Registered Office at 12 Broughton Place, Edinburgh, EH1 3RX as trustee for itself and each of the Finance Parties (the "**Security Trustee**" which expression shall include its successors and assignees as trustee foresaid from time to time).

CONSIDERING THAT:

- A. The Original Finance Parties have agreed to make available to the Borrower certain loan facilities under the Facility Agreements (as defined below);
- B. In security for *inter alia* the payment, discharge of the Secured Liabilities (as defined below) the Chargor has agreed to grant, *inter alia*, this Instrument, which is a Finance Document; and
- C. Pursuant to the terms of a security trust agreement (as amended, varied, novated or supplemented from time to time being the "**Security Trust Agreement**") dated 25 June 2015 between (1) The Scottish Ministers and Social Growth Fund LLP (as Original Finance Parties) and (2) the Security Trustee, the Security Trustee has agreed, *inter alia*, to hold on trust the Trust Property for the Finance Parties (each term as defined in the Security Trust Agreement).

NOW IT IS HEREBY PROVIDED AND DECLARED THAT:

1 Interpretation

1.1 In this Instrument;

"**the Act**" means the Companies Act 2006;

"**the 2007 Act**" means the Bankruptcy and Diligence etc. (Scotland) Act 2007;

"**Borrower**" means Our Power Community Benefit Society Limited as borrower under the Facility Agreements;

"**Charged Assets**" means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Chargor;

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

"**Encumbrance**" includes any standard security, assignation in security, floating charge, pledge, lien, hypothecation, encumbrance, title retention, or any other agreement or arrangement having the effect of conferring a security interest (whether fixed or floating);

"Event of Default" means an Event of Default in accordance with and as defined in the Facility Agreements;

"Facility Agreements" means (i) the Scottish Ministers Facility Agreement (ii) the SGF Facility Agreement and (iii) any other financing arrangement entered into between any Obligor and the Finance Parties from time to time, as the same may be amended, varied, novated or supplemented from time to time;

"Finance Documents" shall have the meaning ascribed to it in the Security Trust Agreement;

"Finance Parties" shall have the meaning ascribed to it in the Security Trust Agreement;

"Insolvency Act" means the Insolvency Act 1986;

"Intercreditor Agreement" means the intercreditor agreement dated on or around the date hereof between the Original Finance Parties and Our Power Community Benefit Society Limited as Borrower;

"Original Finance Parties" shall have the meaning ascribed to it in the Security Trust Agreement;

"Permitted Encumbrance" means:

- a) any Encumbrances in favour of the Security Trustee;
- b) any lien arising solely by operation of law in the ordinary course of business of the Chargor in respect of any obligations which is not overdue for settlement;
- c) any Encumbrance in favour of a third party funder as anticipated by the Finance Documents; and
- d) Encumbrances granted with the prior written consent of the Security Trustee;

"Receiver" means any receiver or administrative receiver appointed in respect of the Charged Assets (whether pursuant to this Instrument, pursuant to any statute, by a Court or otherwise) and includes joint receivers;

"Scottish Ministers Facility Agreement" means the facility agreement dated on or around the date hereof between The Scottish Ministers as lender and Our Power Community Benefit Society Limited as borrower;

"Secured Liabilities" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Finance Parties by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Security Trustee shall have been an original party to the relevant transaction and including interest, discount, commission and other lawful charges or expenses which the Security Trustee may in the course of its business charge or incur in respect of any of those matters;

"Security Period" means the period beginning on the date hereof and ending on the date upon which all the Secured Liabilities (actual or contingent) which have arisen or which may arise have been irrevocably paid and discharged or the floating charge hereby created has been finally released and discharged; and

"SGF Facility Agreement" means the facility agreement dated on or around the date hereof between Social Growth Fund LLP as lender and Our Power Community Benefit Society Limited as borrower.

References in this Instrument to a **"fixed security"** shall be construed as a reference to a fixed security as defined by Section 70 of the Insolvency Act as in force at the date hereof.

- 1.2 The expressions **"the Chargor"** and **"the Security Trustee"** shall include the successors, assignees and transferees of the Chargor and the Security Trustee.
- 1.3 Unless any provision of this Instrument or the context otherwise requires, any reference herein to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- 1.4 In this Instrument the singular includes the plural and vice versa. Clause headings are for convenience of reference only.
- 1.5 Any reference in this Instrument to a document of any kind whatsoever (including this Instrument) is to that document as amended or varied or supplemented or novated or substituted from time to time.
- 1.6 Any appointment of a Receiver or administrator under Clause 5 hereof may be made by any successor or assignee or transferee of the Security Trustee, and the Chargor hereby irrevocably appoints each such successor or assignee or transferee to be its attorney in the terms and for the purposes stated in Clause 11 hereof.

2 Bond

The Chargor undertakes to the Security Trustee (as trustee for the Finance Parties) that it will on demand pay and discharge the Secured Liabilities when the same are due and payable.

3 Floating Charge

- 3.1 The Chargor, as a continuing security for the payment and discharge of all the Secured Liabilities, HEREBY GRANTS in favour of the Security Trustee a floating charge over the Charged Assets.
- 3.2 The floating charge hereby created shall rank (One) preferred in priority to any other fixed or floating security granted by the Chargor in favour of any party other than the Security Trustee and (Two) deferred in priority to all fixed Security granted by the Chargor from time to time in favour of the Security Trustee.
- 3.3 Except with the prior written consent of the Security Trustee, the Chargor shall not during the Security Period create, incur, assume or permit to subsist any Encumbrance save for any Permitted Encumbrance on all or any part of the Charged Assets.
- 3.4 Except with the prior written consent of the Security Trustee or as expressly permitted by the terms of any agreement relating to the Secured Liabilities, the Chargor shall not sell, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Charged Assets.
- 3.5 This floating charge is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act.

4 Undertakings

- 4.1 The Chargor hereby undertakes with the Security Trustee, for the duration of the Security Period, the Chargor will comply with all its obligations under this Instrument and all agreements relating to the Secured Liabilities.
- 4.2 The Chargor will, if the Security Trustee so requires at any time, deposit with the Security Trustee all certificates, deeds and other documents of title or evidence of ownership in relation to all or any of the Charged Assets.

5 Enforcement

- 5.1 This Instrument shall become enforceable upon and at any time after:
 - 5.1.1 the occurrence of an Event of Default (which is continuing);
 - 5.1.2 the Chargor has failed to pay all or any of the Secured Liabilities in accordance with Clause 2;
 - 5.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to appoint an administrator in respect of the Chargor;
 - 5.1.4 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to wind up or dissolve the Chargor or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer to the Chargor or any part of its undertaking or assets;
 - 5.1.5 the making of a request by the Chargor for the appointment of a Receiver or administrator.
- 5.2 At any time after this Instrument has become enforceable the Security Trustee shall be and is entitled to appoint in writing any one or more persons as:
 - 5.2.1 a Receiver of all or any of the Charged Assets; and/or
 - 5.2.2 an administrator of the Chargor, in each case in accordance with and to the extent permitted by applicable laws.
- 5.3 In addition and without prejudice to the foregoing provisions of this Clause, in the event that any person appointed in pursuance hereof to be a Receiver as aforesaid shall be removed by a Court or shall otherwise cease to act as such, then the Security Trustee shall be entitled so to appoint another person or persons as Receiver or Receivers in his place.
- 5.4 A Receiver so appointed shall have and be entitled to exercise all the powers conferred upon such a Receiver by the Insolvency Act and in addition to and without limiting these powers. Such Receiver shall have power to:
 - 5.4.1 implement and exercise all or any of the Chargor's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Charged Assets;
 - 5.4.2 make any arrangement or compromise which he shall reasonably think expedient of or in respect of any claim by or against the Chargor;
 - 5.4.3 promote or procure the formation of any new company or corporation;

- 5.4.4 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;
 - 5.4.5 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Charged Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Chargor and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) for it any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
 - 5.4.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
 - 5.4.7 convene an extraordinary general meeting of the Chargor;
 - 5.4.8 acquire any property on behalf of the Chargor;
 - 5.4.9 exercise in addition to the foregoing all the powers conferred by the Insolvency Act or any other enactment or under law on Receivers; and
 - 5.4.10 do all such other acts and things as he may consider reasonably necessary for protecting or realising the Charged Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Instrument, and exercise in relation to the Charged Assets or any part thereof all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same; and use the name of the Chargor for all and any of the purposes aforesaid.
- 5.5 In the exercise of the powers hereby conferred any Receiver may sever and sell plant machinery or other fixtures separately from the property to which they may be annexed.

6 Incorporation of Finance Documents

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Facility Agreements (in so far as they relate to the Charged Assets) shall be deemed to form part of this Instrument and incorporated herein *mutatis mutandis* but so that each reference therein to the Security Property or the "assets" (as the context so requires) shall be read as a reference to the Charged Assets and shall be in addition to the obligations of the Chargor specified herein. In the event of and to the extent of any conflict between the terms of the Facility Agreement and the terms of this instrument, the terms of the Facility Agreement shall prevail.

7 Office of Receiver

- 7.1 Any Receiver appointed under Clause 5 shall be the agent of the Chargor for all purposes and (subject to the provisions of the insolvency Act) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him, in good faith and for his reasonable remuneration and his reasonable costs, charges and expenses, and the Security Trustee shall not incur any liability therefor (either to the Chargor or any other

person) by reason of the Security Trustee making his appointment as such Receiver or for any other reason whatsoever.

- 7.2 Any Receiver appointed under Clause 5 shall be entitled to reasonable remuneration for his services and the services of his firm appropriate to the responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of the receivers of his firm.

8 Application of Enforcement Monies

Subject to the terms of the Intercreditor Agreement, all monies received under the powers conferred by this Instrument will, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Finance Parties hereunder, be paid or applied in payment or discharge of the Secured Liabilities (subject to the terms of section 60 of the Insolvency Act) provided that nothing contained in this instrument shall limit the right of any Receiver or administrator (and the Chargor acknowledges that any Receiver or administrator is so entitled) if and for so long as the Receiver or administrator in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant hereto into a suspense account without any obligation to apply the same or any part thereof in or toward the discharge of any Secured Liability.

9 Release and Discharge

- 9.1 The Security Trustee, may at any time release the Chargor from any or all of its obligations under or pursuant to this Instrument and/or all or any part of the Charged Assets from the security created by this Instrument upon such terms as the Security Trustee may think fit acting on the instructions of the Finance Parties but nothing in this Instrument does, shall constitute or is intended to constitute a release of any of the Charged Assets.
- 9.2 Upon irrevocable payment or discharge in full of the Secured Liabilities, the Security Trustee shall at the Chargor's request and cost release to the Chargor (or as it may direct) the Charged Assets from the floating charge hereby created.

10 Protection of Security

- 10.1 The security created by this Instrument shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever, and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities, and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.
- 10.2 The security created by this Instrument shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Security Trustee may now or at any time hereafter hold for all or any part of the Secured Liabilities.
- 10.3 No failure on the part of the Security Trustee to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Instrument or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Instrument and any such other document are cumulative and not exclusive of any right or remedies provided by law.

- 10.4 Each of the provisions in this Instrument shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.5 If the Security Trustee receives or is deemed to be affected by notice whether actual or constructive of any subsequent security or other interest affecting any part of the Charged Assets and/or the proceeds of sales thereof, the Security Trustee may open a new account or accounts for the Chargor. If the Security Trustee does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Security Trustee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Instrument is security.
- 10.6 Neither the security created by this Instrument nor the rights, powers, discretions and remedies conferred upon the Security Trustee by this Instrument or by law shall be discharged, impaired or otherwise affected by reason of:
- 10.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Security Trustee being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Trustee from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same;
 - 10.6.2 the Security Trustee compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person;
 - 10.6.3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Chargor from the Secured Liabilities; or
 - 10.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.
- 10.7 The Security Trustee shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Instrument or by law, to:
- 10.7.1 take any action or obtain judgement or decree in any Court against the Chargor;
 - 10.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or
 - 10.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Trustee.

11 Further Assurance

The Chargor shall execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting or protecting the security created by or pursuant to this Instrument over the Charged Assets or for facilitating the realisation of such

assets and the exercise of all powers, authorities and discretions vested in the Security Trustee or in any Receiver or administrator and shall, in particular, execute all fixed securities, floating charges, assignments, securities, transfers, dispositions and assurances of the Charged Assets whether to the Security Trustee or to its nominee(s) or otherwise and give all notices, orders and directions which the Security Trustee may think expedient including, if so required by the Security Trustee in the case of securities over heritable property, any such clauses as are contained in any of the Security Trustee's standard or usual forms of standard security from time to time (including variations to the standard conditions set out in Schedule 3 of the Conveyancing & Feudal Reform (Scotland) Act 1970).

12 Mandate and Attorney

12.1 Subject to Clause 12.3, the Chargor hereby irrevocably appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or administrator severally to be its mandatory and attorney for it and on its behalf and in its name or otherwise and as its act or deed to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Security Trustee, Receiver or administrator may require for perfecting or protecting the title of the Security Trustee, Receiver or administrator to the Charged Assets or for vesting any of the Charged Assets in the Security Trustee, Receiver, or administrator or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and otherwise perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Security Trustee, Receiver or administrator on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Security Trustee, Receiver or administrator of all or any of the Charged Assets.

12.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatory or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 12.

12.3 The power of attorney granted pursuant to clause 12.1 shall only be exercisable following an Event of Default which is continuing.

13 Expenses

13.1 The Chargor binds and obliges itself for the whole expenses of enforcing the security hereby granted and the expenses of any discharge hereof.

13.2 All reasonable costs, charges and expenses incurred and all reasonable payments made by the Security Trustee or any Receiver hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of the Chargor shall carry interest from the date of the same being incurred or becoming payable at the Default Rate. The amount of all such reasonable costs, charges, expenses and payments and all interest thereon and all reasonable remuneration payable hereunder shall be payable by the Chargor on demand and shall be a Secured Liability. All such reasonable costs, charges, expenses and payments shall be paid and charged as between the Security Trustee or any Receiver and the Chargor on the basis of a full and unqualified indemnity.

14 Indemnity

The Security Trustee and every Receiver, attorney, manager, agent or other person appointed by the Security Trustee or any such Receiver in connection herewith shall be entitled to be indemnified out of the Charged Assets in respect of all reasonable liabilities and expenses properly incurred by them or him in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or

omitted in anyway relating to the Charged Assets, and the Security Trustee and any Receiver may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred.

15 Avoidance of Payments

Any amount which has been paid by the Chargor to the Security Trustee and which is, in the opinion of the Security Trustee, 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 Instrument.

16 Notices

All notices, requests and demands shall be deemed duly given when delivered (if a letter) or when despatched if addressed to, in the case of the Chargor or the Security Trustee, the address shown above, or in any case at such other address or facsimile number as a party may have notified to the other in writing.

17 Governing Law and Jurisdiction

17.1 This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland.

17.2 For the benefit of the Security Trustee, the Chargor irrevocably agrees that the Court of Session in Edinburgh is to have jurisdiction to settle any disputes which may arise out of or in connection with this Instrument and that, accordingly, any suit, action or proceedings arising out of or in connection with this Instrument (Proceedings) may be brought in that Court. The Chargor irrevocably waives any objection to Proceedings in that Court on the grounds of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

17.3 Nothing in this Clause 17 shall affect any right any person may have to take Proceedings in any other jurisdiction nor shall the taking of Proceedings in any jurisdiction preclude any person from taking Proceedings in any other jurisdiction.

17.4 The Chargor irrevocably consents to any process in any Proceedings anywhere being served by mailing a copy by registered or certified prepaid post to it in accordance with the terms of Clause 15 above. Nothing shall affect the right to serve process in any other manner permitted by law.

18 Certificate

A Certificate signed by an authorised officer of the Security Trustee shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment.

19 Consent to Registration

The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding nine pages have been executed as follows:

They are signed on behalf of OUR POWER (ENERGY) LIMITED at

on the 25 June 2015

by DAWN MURPHY

Director

One of its Directors in the presence of

Witness

Name

Address

Occupation

They are signed on behalf of SIS (COMMUNITY FINANCE) LIMITED as Security Trustee at

on the 25 June 2015

by EDITH BURTON
AUSTIN JENNINGS

Director

AUTHORISED SIGNATORY

One of its Directors in the presence of

Witness

Name

Address

Occupation

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