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CHWP000

COMPANIES FORM No. 466(Scot)

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

466

Please do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

* insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



SC494551

Name of company

* Lothian Broadband Networks Limited

Date of creation of the charge (note 1)

23 December 2021

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

Bond and Floating Charge

Names of the persons entitled to the charge

Atheian Limited (Company Number 12503289)

Short particulars of all the property charged

The whole of the property, assets and undertaking (including uncalled capital) from time to time of the Chargor.

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

Vialex Limited
Floor 3, 1-4 Atholl Crescent
Edinburgh
EH3 8HA

For official use (02/06)

Charges Section

Post room

FRIDAY



AD0D5IPG

A11

05/04/2024

#199

COMPANIES HOUSE

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

The instrument of alteration was executed by James McFarlane residing at Shandon Lodge, Balfour Station, Glasgow, G63 0NF; by Kevin Hague residing at Lynwood, Edinburgh Road, Gifford, Haddington, East Lothian, EH41 4JE; Atheian Limited (Company Number 12503289), having its registered office C/O Turcan Connell, 12 Stanhope Gate, London, W1K 1AW; by Scottish Investments Limited (Company Number SC681617) having its registered office at Waverly Gate, 2-4 Waterloo Place, Edinburgh, United Kingdom, EH1 3EG; and Lothian Broadband Networks Limited (Company Number SC494551) having its registered office at Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS.

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this margin*

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

Date(s) of execution of the instrument of alteration

The instrument of alteration was executed by James McFarlane and Atheian Limited on 21 March 2024; by Kevin Hague on 25 March 2024; and by Scottish Investments Limited and Lothian Broadband Networks Limited on 26 March 2024, with a date of delivery of 26 March 2024.

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

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 do not
write in
this margin*

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

4.1 The Ranked Security Interests rank in the following order:

- (a) first, the Senior Security as security for the Senior Liabilities; and
- (b) second, the Junior Security as security for the Junior Liabilities.

"2023 Senior Floating Charge" means the Security granted over the Security Assets, to the Senior Security Holder in respect of obligations under the 2023 SLN pursuant to a bond and floating charge dated 28 March 2023.

"2024 Senior Floating Charge" means the Security granted over the Security Assets, to the Senior Security Holder in respect of obligations under the 2024 SLN pursuant to a bond and floating charge dated 26 March 2024.

"Company" means Lothian Broadband Networks Limited incorporated and registered in Scotland with company number SC494551 whose registered office is at Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS.

"Junior Floating Charges" means the Security granted by the Company over the Security Assets, to each Junior Security Holder under bond and floating charges each dated 23 December 2021.

"Junior Liabilities" means all liabilities secured by the Junior Floating Charges.

"Junior Security" means any Security over the Security Assets in favour of the Junior Security Holders (including, but not limited to, pursuant to the Junior Floating Charges).

"Junior Security Holders" means Scottish Investments Limited, Kevin Hague, James McFarlane and Atheian Limited.

"Ranked Security Interests" means:

- (a) Senior Security; and
- (b) Junior Security.

"Security" means a mortgage, charge, standard security, pledge, lien, assignation or assignment by way of security, retention of title provision, trust, hypothecation, right of set-off or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

"Security Assets" means the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Company.

"Senior Floating Charges" means the 2023 Senior Floating Charge and the 2024 Senior Floating Charge (each a "Senior Floating Charge").

"Senior Liabilities" means all liabilities secured by the Senior Floating Charges.

"Senior Security" means any Security over the Security Assets in favour of the Senior Security Holder (including, but not limited to, pursuant to the Senior Floating Charges).

"Senior Security Holder" means Scottish Investments Limited incorporated in Scotland with registered number SC681617 and whose registered office is at Waverly Gate, 2-4 Waterloo Place, Edinburgh, United Kingdom, EH1 3EG.

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

Signed Laura Crocker Date 04/04/2024
On behalf of [company] [~~chargee~~]

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. ☐ delete as appropriate
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. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

Ranking Agreement

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement delivered on

Dated 26 March 2024

Lothian Broadband Networks Limited
(the Company)

Scottish Investments Limited
(as Senior Security Holder)

Scottish Investments Limited
Kevin Hague, James McFarlane and Atheian Limited
(together the Junior Security Holders and each a Junior Security Holder)

Dentons UK and Middle East LLP
9 Haymarket Square
Edinburgh
EH3 8RY

CERTIFIED TRUE COPY
OF ORIGINAL DOCUMENT

SIGNED *Laura Crocker*
DATE *24 April 2024*

LAURA CROCKER
SOLICITOR

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement is delivered on 26 March 2024

Ranking Agreement

Between

- (1) **LOTHIAN BROADBAND NETWORKS LIMITED** incorporated and registered in Scotland with company number SC494551 whose registered office is at Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS (the **Company**);
- (2) **SCOTTISH INVESTMENTS LIMITED** incorporated in Scotland with registered number SC681617 and whose registered office is at Waverley Gate, 2-4 Waterloo Place, Edinburgh, United Kingdom, United Kingdom, EH1 3EG (the **Senior Security Holder**); and
- (3) **KEVIN HAGUE** residing at Lynwood, Edinburgh Road, Gifford, Haddington, East Lothian, EH41 4JE (**Kevin Hague**);
- (4) **JAMES MCFARLANE** residing at Shandon Lodge, Balfron Station, Glasgow, G63 0NF (**James McFarlane**);
- (5) **ATHEIAN LIMITED** incorporated and registered in England with company number 12503289 whose registered office is at 12 Stanhope Gate, London, W1K 1AW (**Atheian**); and
- (6) **SCOTTISH INVESTMENTS LIMITED** incorporated in Scotland with registered number SC681617 and whose registered office is at Waverley Gate, 2-4 Waterloo Place, Edinburgh, United Kingdom, United Kingdom, EH1 3EG (**SIL** and together with Kevin Hague, James McFarlane and Atheian, being the **Junior Security Holders**).

(the Senior Security Holder, together with the Junior Security Holders being the **Security Holders**).

Recitals

- A The Company has granted Security over the Security Assets, to each Junior Security Holder under bond and floating charges each dated 23 December 2021 (the **Junior Floating Charges** and each a **Junior Floating Charge**).
- B The Company entered into the 2023 SLN (as defined below).
- C The Company entered into the 2024 SLN (as defined below) on or around the date of this Agreement.
- D The Company has granted Security over the Security Assets, to the Senior Security Holder in respect of obligations under the 2023 SLN pursuant to a bond and floating charge dated 28 March 2023 (the **2023 Senior Floating Charge**).
- E The Company has granted Security over the Security Assets, to the Senior Security Holder in respect of obligations under the 2024 SLN pursuant to a bond and floating charge dated on or around the date of this Agreement (the **2024 Senior Floating Charge**).

- F The Company and the Security Holders have agreed to enter into this Agreement to regulate the respective priorities of the Senior Security and the Junior Security and to confirm the 2023 Ranking Agreement is hereby terminated.

It is agreed:

1 Interpretation

1.1 Definitions

In this Agreement, including the Recitals (unless the context otherwise requires):

2021 Ranking Agreement means the ranking agreement between the Company and the Junior Security Holders dated 23 December 2021.

2023 Ranking Agreement means the ranking agreement between the Company and Senior Security Holder, the Junior Security Holders and the Company dated 28 March 2023.

2023 SLN means the secured loan note instrument originally dated 28 March 2023 and as amended and restated on or around the date of this Agreement by the Company pursuant to which the Company constituted secured loan notes 2023, plus any capitalised sums which are added to the principal in accordance with such instrument.

2024 SLN means the secured loan note instrument to be entered into on or around the date of this Agreement by the Company pursuant to which the Company will constitute secured loan notes 2024 plus any capitalised sums which are added to the principal in accordance with such instrument.

Business Day means a day on which banks are ordinarily open for the transaction of normal banking business in Edinburgh (other than a Saturday or Sunday or public holiday).

Company Insolvency means the Company being in administration, liquidation or another insolvency procedure in any jurisdiction.

Floating Charges means the Junior Floating Charges and the Senior Floating Charges.

Insolvency Practitioner means any liquidation, receiver, receiver and manager, administrator, administrative receiver, nominee or supervisor of the Company.

Liabilities means all liabilities secured by each Floating Charge to each Security Holder.

Junior Liabilities means all liabilities secured by the Junior Floating Charges.

Junior Security means any Security over the Security Assets in favour of the Junior Security Holders (including, but not limited to, pursuant to the Junior Floating Charges).

Preferential Payments means payments to which a preference attaches in terms of the Insolvency Act 1986 or any other applicable legislation.

Ranked Security Interests means:

- (a) Senior Security; and
- (b) Junior Security.

Security means a mortgage, charge, standard security, pledge, lien, assignation or assignment by way of security, retention of title provision, trust, hypothecation, right of set-off or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Company.

Senior Discharge Date means the date on which all Senior Liabilities have been fully and unconditionally discharged to the satisfaction of the Senior Security Holder.

Senior Floating Charges means the 2023 Senior Floating Charge and the 2024 Senior Floating Charge (each a **Senior Floating Charge**).

Senior Liabilities means all liabilities secured by the Senior Floating Charges.

Senior Security means any Security over the Security Assets in favour of the Senior Security Holder (including, but not limited to, pursuant to the Senior Floating Charges).

1.2 Construction

In this Agreement, save where the contrary is indicated:

- (a) the headings of Clauses are inserted for ease of reference only;
- (b) any reference:
 - (i) to any document or other agreement, shall be deemed to include references to such document as amended, supplemented or replaced from time to time in accordance with the provisions of this Agreement;
 - (ii) to **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
 - (iii) to the Company and the Security Holders shall be deemed to include their respective successors, transferees and assigns in accordance with their respective interest;
 - (iv) the words **include(s)** or **including** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

1.3 Third party rights

This Agreement does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Agreement or otherwise.

2 Termination of the 2023 Ranking Agreement

The parties all agree that on and from the date of this Agreement the 2023 Ranking Agreement is hereby terminated and ceases to have any force and effect.

3 Status of Company

- 3.1 The Company enters into this Agreement for the purpose of acknowledging the arrangements between the Security Holders and giving certain undertakings to the Security Holders.
- 3.2 None of the Security Holders' respective undertakings in this Agreement are given for the benefit of, or shall be enforceable by, the Company.
- 3.3 The Company shall not take any action to challenge, or take any action which might prejudice or affect, the terms agreed between the Security Holders in this Agreement.

4 Priority

4.1 Ranking

The Ranked Security Interests rank in the following order:

- (a) first, the Senior Security as security for the Senior Liabilities; and
- (b) second, the Junior Security as security for the Junior Liabilities.

- 4.2 For the avoidance of doubt, all Senior Security ranks equally as security for the Senior Liabilities.
- 4.3 If the Senior Security Holder agrees to release any of the Company's assets from the security conferred by a Senior Floating Charge, each Junior Security Holder will promptly execute such release and each other necessary document to permit those assets to be held by the Company or any acquirer of it free from the security conferred by the Junior Floating Charges.
- 4.4 No Junior Security Holder shall in any circumstances be subrogated to any of the rights of the Senior Security Holder (whether by way of security, guarantee or otherwise) under a Senior Floating Charge.
- 4.5 For the avoidance of doubt this Agreement does not rank the interests of the Junior Security Holders as between each other nor rank the Junior Security in respect of the Junior Liabilities, such matters are regulated by the 2021 Ranking Agreement.

4.6 Co-operation

The parties shall co-operate to reflect the ranking specified in Clause 4.1 including:

- (a) by taking any action necessary to ensure that ranking is reflected in any register or with any registration authority; and
- (b) by giving any notice, instruction or direction to any person.

4.7 Ranking to prevail

The ranking specified in Clause 4.1 and the other terms of this Agreement will not be affected by any act, omission, matter or thing that might otherwise affect them, including:

- (a) the timing of the creation of the Ranked Security Interests;

- (b) the order of registration, notice or other perfection step in relation to the Ranked Security Interests;
- (c) the nature of any of the Ranked Security Interests;
- (d) the date on which any Liability arises;
- (e) any intermediate reduction in or satisfaction of the Liabilities;
- (f) a Company Insolvency;
- (g) any amendment or supplement to or variation of any Floating Charge; or
- (h) any increase in, or change to the terms of, the Liabilities.

5 Preferential Payments

The ranking provisions set out in Clause 4.1 shall not prejudice the rights of the Senior Security Holder to receive Preferential Payments provided that any Preferential Payments shall not be counted toward the payment of any sums due and to become due to the Senior Security Holder for the purposes of calculating the extent of any priority to which the Senior Security Holder is entitled under Clause 4.1.

6 Junior Liabilities

- 6.1 At any time prior to the Senior Discharge Date, a Junior Security Holder may not take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss from (or over the assets of) the Company in respect of the Junior Liabilities other than the Junior Floating Charges as at the date of this Agreement unless the prior consent of the Senior Security Holder is obtained.
- 6.2 At any time prior to the Senior Discharge Date, a Junior Security Holder may not agree any amendment or increase to the Junior Liabilities other than any amendment that does not directly or indirectly affect the ranking as set out under this Agreement.

7 Senior Liabilities

The Junior Holders agree that the Senior Holder may increase, amend, waive or supplement the terms of the Senior Liabilities in accordance with their terms at any time.

8 Amendments

8.1 Amendments in writing

Subject to Clause 8.2, no amendment to this Agreement shall be effective without the prior consent of each Security Holder who has Liabilities outstanding at the date of such amendment. Such amendment shall be in writing and signed by, or on behalf of, each party to this Agreement.

8.2 Amendments agreed between Security Holders only

This Agreement may be amended without the consent of the Company and need not be signed by, or on behalf of, the Company, if the amendment does not relate to the obligations of the Company under this Agreement.

9 Waivers and consents

9.1 Must be in writing

Any consent or waiver given by a party under or in connection with this Agreement will only be effective if it is in writing. Waiver of one breach does not waive or imply waiver of any further or other breach.

9.2 Limited exercise is not a waiver

No failure to exercise, no delay in exercising and no single or partial exercise of a party's right or remedy in relation to this Agreement shall:

- (a) adversely affect that right or remedy;
- (b) waive it; or
- (c) prevent any further exercise of it or of any other right or remedy,

except to the extent the parties have expressly agreed otherwise in writing.

10 Miscellaneous

10.1 Security Holder consents

Each Security Holder consents to the entry by the Company into the Floating Charges.

10.2 No prejudice

The arrangements effected by this Agreement shall be in addition to and shall not prejudice or affect any security or any right or remedy of any Security Holder in respect of the liabilities owed to it whether from the Company or any guarantor or surety.

10.3 Information

The Company consents to the disclosure by a Security Holder to another Security Holder of any information about the Company.

10.4 Ranking not affected by further security

Any present or future Security granted by the Company (other than the Floating Charges) to any of the parties to this Agreement shall not (unless otherwise agreed in writing by the parties) prejudice the ranking provisions set out in Clause 4.1 notwithstanding any provision contained in the Floating Charges and any further Security or any rule of law to the contrary.

11 Costs

11.1 The Company shall reimburse all costs and expenses, including legal fees and value added tax, reasonably and properly incurred by the Security Holders in connection with the preparation and negotiation of this Agreement.

11.2 The Company shall reimburse all costs and expenses, including legal fees and value added tax, incurred by the Security Holders in connection with the enforcement and preservation of rights under, this Agreement.

12 Notices

12.1 Any communication and/or information to be given in connection with this Agreement shall be in writing in English and shall either be delivered by hand or sent by first class post, email or other electronic form:

- (a) to any company which is a party at the address of that company shown in Clause 12.3;
- (b) to any individual who is a party at the address of that individual shown in Clause 12.3; or
- (c) where the recipient is SIL, a notice must be given or served under both (i) and (ii) below (and the deemed date of receipt of both shall be as stated in Clause 12.2(c)):
 - (i) in hard copy, either delivered by hand or sent by first class post to its registered office for the attention of 'Head of Investment Legal'; and
 - (ii) by email to notices@thebank.scot,

(or in each such case such other address as the recipient may notify to the other parties for such purpose).

12.2 A communication sent according to Clause 12.1 shall be deemed to have been received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by pre-paid first class post, on the second day after posting; or
- (c) if sent by email or other electronic form, at the time of completion of transmission by the sender;

except that if a communication is received between 5.30 pm on a Business Day and 9.30 am on the next Business Day, it shall be deemed to have been received at 9:30am on the second of such Business Days.

12.3 Addresses

12.3.1 The addresses referred to in Clause 12.1 are:

- (a) The Company:

Lothian Broadband Networks Limited

Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS

Attention: Michael Harvey

Email: michael.harvey@lothianbroadband.com

- (b) The Senior Security Holder:

Scottish Investments Limited

Waverley Gate, 2-4 Waterloo Place, Edinburgh EH1 3EG

Attention: Head of Investment Legal

Email: notices@thebank.scot

(c) The Junior Security Holders:

(i) Kevin Hague

Lynwood, Edinburgh Road, Gifford, Haddington, East Lothian, EH41 4JE

Attention: Kevin Hague

Email: kevverage@outlook.com

(ii) James McFarlane

Shandon Lodge, Balfron Station, Glasgow, G63 0NF

Attention: James McFarlane

Email: jim@endura.co.uk

(iii) Atheian Limited

12 Stanhope Gate, London, W1K 1AW

Email: patrick.edwardson@atheian.com

(iv) Scottish Investments Limited

Waverley Gate, 2-4 Waterloo Place, Edinburgh EH1 3EG

Attention: Head of Investment Legal

Email: notices@thebank.scot

13 Assignment and Transfer

No Security Holder may assign or otherwise dispose of its rights:

- (a) under this Agreement or any Floating Charge; or
- (b) to the Ranked Security Interests,

without first procuring that its successor in title or assignee has delivered to the other Security Holder a duly executed and delivered agreement binding it to the terms of this Agreement.

14 Expiry

This Agreement will remain in force until the Senior Discharge Date.

15 Instrument of Alteration

- 15.1 This Agreement shall take effect as a variation within the meaning of Section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985 so far as applicable to the Floating Charges or any of them and so far as is necessary to give effect to the provisions contained in this Agreement.
- 15.2 Each Security Holder (who is an entity registered at Companies House) confirms and undertakes to each other Security Holder that it will within 21 days of the date of this Agreement register the required details of this Agreement at Companies House in order for this Agreement to constitute a valid instrument of alteration in respect of any Floating Charge granted in favour of any Security Holder.

16 Counterparts

- 16.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 16.2 Where executed in counterparts:
- 16.2.1 unless otherwise agreed between the parties, this Agreement shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the **Counterparts Act**);
- 16.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
- 16.2.3 the counterparts shall be treated as a single document pursuant to the Counterparts Act;
- 16.2.4 the parties may choose to evidence the date of delivery of this Agreement by inserting it on the cover page and at the top of page 1 in the blank provided for the delivery date of this Agreement;

the parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the parties. The parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Agreement.

17 Governing law and enforcement

17.1 Governing law

The laws of Scotland govern this Agreement, its interpretation and any non-contractual obligations arising from or connected with it.

17.2 Jurisdiction

17.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).

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

IN WITNESS WHEREOF this Agreement consisting of this and the preceding 9 pages has been executed as follows and, if executed in counterpart delivered on the date set out on the cover page and at the top of page 1 of this Agreement in accordance with Clause 16:

Company

Executed for and on behalf of

LOTHIAN BROADBAND NETWORKS LIMITED

at EDINBURGH

on 26th day of MARCH 2024

by GAVIN ROGERS



Director (Signature)

Gavin Rogers

Director (Print Full Name)

in the presence of this witness:



MAIRI SINCLAIR

5-5 COXFIELD EDINBURGH

G411 25X

Witness

Full name

Address

Senior Security Holder

Executed for and on behalf of

SCOTTISH INVESTMENTS LIMITED

at EDINBURGH

on 26 day of MARCH 2024

by

ASCL

Authorised Signatory (Signature)

ANDY CLAPP

Authorised Signatory (Print Full Name)

in the presence of this witness:

[Signature]

Witness

JOE MACFARLANE

Full name

9 HAYMARKET SQUARE

Address

EH3 8RY

Junior Security Holders

Executed by

KEVIN HAGUE

at Edinburgh
on 25th day of March 2024


(Signature)

Kevin HAGUE
(Print Full Name)

in the presence of this witness:



Witness

LAURA MARY CROCKER

Full name

Floor 3, 1-4 Atholl Crescent,
Edinburgh, EH3 8HA

Address

Executed by

JAMES MCFARLANE

at Edinburgh
on 21st day of March 2024

(Signature)

JAMES BROWN MCFARLANE
(Print Full Name)

in the presence of this witness:

M. Waller
MORAG WALLER
Floor 3, 1-4 Atholl Crescent,
Edinburgh, EH3 8HA

Witness

Full name

Address

Executed for and on behalf of

ATHEIAN LIMITED

at Edinburgh
on 21st day of March 2024
by PATRICK EDWARDSOON

Patrick Edwardsoun
Director (Signature)

PATRICK EDWARDSOON
Director (Print Full Name)

in the presence of this witness:

Laura Crocker
LAURA MARY CROCKER
Floor 3, 1-4 Atholl Crescent,
Edinburgh, EH3 8HA

Witness

Full name

Address

Executed for and on behalf of
SCOTTISH INVESTMENTS LIMITED

at EDINBURGH

on 26 day of MARCH 2024

by

ASL
Authorised Signatory (Signature)

ANDY CLAPP
Authorised Signatory (Print Full Name)

in the presence of this witness:

J

Witness

JOE MACFARLANE

Full name

9 HA1 MARKET SQUARE

Address

EDINBURGH EH3 8RY



FILE COPY

CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number: 494551

Charge code: SC49 455 1 0004

I hereby certify that particulars of an instrument of alteration dated 26th March 2024 were delivered pursuant to section 466 of the Companies Act 1985 on 5th April 2024 .

The instrument relates to a charge created on 23rd December 2021 by LOTHIAN BROADBAND NETWORKS LIMITED in favour of ATHEIAN LIMITED.

Given at Companies House, Edinburgh on 8th April 2024



Companies House



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