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* Insert full name of
company

COMPANIES FORM No. 466(Scot)

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

466

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

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

112

SC524281

Name of company

* McLeod & Aitken Group Limited

Date of creation of the charge (note 1)

22.06.16

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

Floating Charge (the "Charge")

Names of the persons entitled to the charge

Christopher William Michael Milne

Short particulars of all the property charged

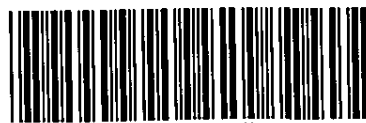
The whole property, assets and rights (including uncalled capital) which
are, or may from time to time while the Charge is in force, be comprised
in the property and undertaking of the Company.

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

Ledingham Chalmers LLP
Johnstone House
52-54 Rose Street
Aberdeen AB10 1HA
Ref: SLO/PL

For official
Charges Sect

TUESDAY



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SCT

28/06/2016

#447

COMPANIES HOUSE

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

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Date(s) of execution of the instrument of alteration

21 and 22 June 2016

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

1. So long as any of the Bank Debt is or may become outstanding, each Obligor will not and will procure that none of its subsidiaries will create or permit to subsist any Encumbrance, guarantee or indemnity (except the Subordinated Security) over any of its assets for any of the Subordinated Debt.
2. So long as any of the Bank Debt is or may become outstanding, the Subordinated Creditor will not except for the Subordinated Security Documents, permit to subsist or receive any Encumbrance or any guarantee or other assurance against financial loss for, or in respect of, any of the Subordinated Debt.

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

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

† delete as appropriate

Date 22.06.16

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. 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 Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP - 4 Edinburgh 2

PAPER APART TO FORM 466 IN RESPECT OF McLEOD + AITKEN GROUP LIMITED (COMPANY NUMBER SC524281)

PAPER APART, PART ONE

Names and addresses of the persons who have executed the instrument of alteration

Intercreditor Agreement among:

1. **Christopher William Michael Milne**, 5 Blairs Wood, Upper Cottown, Kintore, Inverurie, AB51 0QQ (the "**Subordinated Creditor**");

2. **McLeod + Aitken Group Limited**, a private limited company incorporated in Scotland with Company Number: SC524281 and having its registered office at Queens Gate, 30 Queens Road, Aberdeen, AB15 4YF (the "**Company**");

3. **McLeod + Aitken (Holdings) Limited**, a private limited company incorporated in Scotland with Company Number: SC234541 and having its registered office at Queens Gate, 30 Queens Road, Aberdeen, AB15 4YF

McLeod + Aitken Limited, a private limited company incorporated in Scotland with Company Number: SC199759 and having its registered office at Queens Gate, 30 Queens Road, Aberdeen, AB15 4YF

Thomson Management Consulting Limited, a private limited company incorporated in Scotland with Company Number: SC277506 and having its registered office at 30 Queens Road, Aberdeen, Scotland, AB15 4YF

(together with the Company the "**Obligors**" and each an "**Obligor**"); and

4. **Clydesdale Bank PLC** (trading as both Clydesdale Bank and Yorkshire Bank), a public limited company incorporated in Scotland with Company Number SC001111 and having its registered office at 30 St Vincent Place, Glasgow, G1 2HL (the "**Bank**").

PAPER APART, PART TWO

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

1. Each of the Creditors and the Obligors agree and acknowledge that:
 - 1.1. the Bank Debt shall rank in priority to the Subordinated Debt in all respects; and
 - 1.2. the Subordinated Debt shall be subordinate in right of payment to the Bank Debt.
2. Existing and future security conferred by the Bank Security Documents shall:
 - 2.1. rank in all respects prior to existing and future security conferred by the Subordinated Security Documents over the same assets, regardless of order of registration, notice, execution or otherwise; and
 - 2.2. secure all the Bank Debt in priority to the Subordinated Debt, regardless of the date upon which the Bank Debt arises, regardless of whether the Bank is obliged to advance moneys included in the Bank Debt, and regardless of any intermediate discharge of the Bank Debt in whole or in part.

Definitions:

"Bank Debt" means all present and future monies and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Obligors to the Bank; and in whatever manner and on any account;

"Bank Security Documents" means together:

- (a) the floating charge created on 9 October 2002 and delivered at Companies House on 23 October 2002 by McLeod + Aitken Limited in favour of the Bank;
- (b) the floating charge created on 12 February 2016 and delivered at Companies House on 16 February 2016 by McLeod + Aitken Limited in favour of the Bank;
- (c) the floating charge created on 9 October 2002 and delivered at Companies House on 23 October 2002 by McLeod + Aitken (Holdings) Limited in favour of the Bank;
- (d) the floating charge created on 30 March 2015 and delivered at Companies House on 9 April 2015 by McLeod + Aitken (Holdings) Limited in favour of the Bank;
- (e) the standard security created on 12 February 2009 and delivered at Companies House on 21 February 2009 by McLeod + Aitken (Holdings) Limited in favour of the Bank in respect of the Property (the **"Bank Standard Security"**);

- (f) the corporate guarantees dated prior to the date of the instrument of alteration by McLeod + Aitken Holdings Limited and McLeod + Aitken Limited in favour of the Bank;
- (g) the floating charge dated on or around the date of the instrument of alteration by the Company in favour of the Bank;
- (h) the floating charge dated on or around the date of the instrument of alteration by Thomson Management Consulting Limited in favour of the Bank;
- (i) the cross corporate guarantee dated on or around the date of the instrument of alteration among the Obligors in favour of the Bank,

and all other Encumbrances from time to time granted by the Obligors in favour of the Bank as security for the payment and discharge of all or any part of the Bank Debt;

"Companies Act" means the Companies Act 2006, as amended from time to time;

"Creditors" means the Bank and the Subordinated Creditor and **"Creditor"** shall mean any one of them;

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, guarantee, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

"Property" means ALL and WHOLE the subjects at the former dwellinghouse (now used as offices) formerly known as number six Queen's Gate and now known as Queen's Gate, Thirty Queen's Road in the city and County of Aberdeen together with the solum thereof and the ground pertaining thereto being the subjects more particularly described in, disposed by and delineated and coloured pink on the plan annexed and executed as relative to disposition by The Secretary of State for Scotland in favour of the trustees for the firm of McLeod & Aitken dated Nineteenth March and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on Ninth April, both months in the year Nineteen Hundred and Eighty-six AND NOW being the subjects registered in the Land Register of Scotland under Title Number: ABN100660 TOGETHER WITH (One) the fittings and fixtures therein and thereon; (Two) the parts, privileges and pertinents pertaining thereto; and (Three) McLeod + Aitken (Holdings) Limited's whole right, title and interest, present and future therein and thereto;

"Subordinated Debt" means all present and future liabilities of the Obligors to the Subordinated Creditor under the Subordinated Finance Documents whether absolute, contingent or otherwise, whether or not matured, whether or not liquidated, and whether or not owed solely or jointly by the Obligors or to the Subordinated Creditor solely or jointly;

"Subordinated Finance Documents" means the Subordinated Loan Note Documents and the Subordinated Security Documents;

"Subordinated Loan Notes" means the £350,000 secured subordinated guaranteed loan notes 2020 of the Company due to the Subordinated Creditor;

"Subordinated Loan Note Documents" means the Subordinated Loan Notes and the Subordinated Loan Note Instrument in agreed form and any other documents entered into pursuant to them;

"Subordinated Loan Note Instrument" means the subordinated loan instrument dated on or around the date of the instrument of alteration pursuant to which the Subordinated Loan Notes were constituted;

"Subordinated Security" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, guarantee, hypothecation, security interest, title retention or other preferential right having the effect of creating security under or pursuant to the Subordinated Security Documents;

"Subordinated Security Documents" means together:

- (a) the floating charge dated on or around the date of the instrument of alteration by the Company in favour of the Subordinated Creditor;
- (b) the floating charge dated on or around the date of the instrument of alteration by McLeod + Aitken (Holdings) Limited in favour of the Subordinated Creditor;
- (c) the floating charge dated on or around the date of the instrument of alteration by McLeod + Aitken Limited in favour of the Subordinated Creditor;
- (d) the floating charge dated on or around the date of the instrument of alteration by Thomson Management Consulting Limited in favour of the Subordinated Creditor;
- (e) the second ranking standard security dated on or around the date of the instrument of alteration by McLeod + Aitken (Holdings) Limited in favour of the Subordinated Creditor in respect of the Property (the **"Subordinated Standard Security"**); and
- (f) the cross corporate guarantee dated on or around the date of the instrument of alteration among the Obligor in favour of the Subordinated Creditor; and

"subsidiary" and **"holding company"** shall have the meanings given to them in Section 1159 of the Companies Act and **"subsidiaries"** shall mean all or any of them, as appropriate.



FILE COPY

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

COMPANY NO. 524281
CHARGE CODE SC52 4281 0002

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 22 JUNE 2016 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 28 JUNE 2016

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 22
JUNE 2016

BY MCLEOD + AITKEN GROUP LIMITED

IN FAVOUR OF
CHRISTOPHER WILLIAM MICHAEL MILNE

GIVEN AT COMPANIES HOUSE, EDINBURGH 29 JUNE 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Aberdeen, Scotland

27 June 2016



I, SARAH LOUISE LONDAGAN, certify that this is a true copy of the original Bond and Floating Charge save for any reductions permitted under s.859 G of the Companies Act 2006.

Sarah Londagan
(Notary Public)

Ledingham Chalmers
Johnstone House
52-54 Rose Street
Aberdeen
AB10 1HA
FAS: 4488

INTERCREDITOR AGREEMENT

among

**Clydesdale Bank PLC (trading as both
Clydesdale Bank and Yorkshire Bank)**

and

McLeod + Aitken Group Limited

and

McLeod + Aitken (Holdings) Limited

and

McLeod + Aitken Limited

and

**Thomson Management Consulting
Limited**

and

Christopher William Michael Milne

INTERCREDITOR AGREEMENT

This Intercreditor Agreement is delivered on **22 JUNE** 2016 and is made among:

Name: Christopher William Michael Milne
Residing at: 5 Blairs Wood, Upper Cottown, Kintore, Inverurie
AB51 0QQ
("the Subordinated Creditor")

Name: McLeod + Aitken Group Limited
Company Number: SC524281
Registered Office: Queens Gate, 30 Queens Road, Aberdeen, AB15
4YF
**("the Company") (and, together with the companies listed in Schedule 1, "the
Obligors" and each an "Obligor")**

Name: Clydesdale Bank PLC (trading as both Clydesdale
Bank and Yorkshire Bank)
Company Number: SC001111
Registered Office: 30 St Vincent Place, Glasgow, G1 2HL
Details for Notices:
 Address: Business Lending Services, 20 Merrion Way,
 Leeds LS2 8NZ
 Fax: 0113 807 2448 (CB) / 0113 807 2359 (YB)
 Reference:
("the Bank")

BACKGROUND

The Bank has agreed to provide the Bank Debt to the Obligors and the Company has issued or will issue the Subordinated Loan Notes to the Subordinated Creditor. The Bank and the Subordinated Creditor have agreed to enter into this Agreement to regulate the priority and subordination arrangements in respect of the Bank Debt and the Subordinated Debt. By entry into this Agreement, each Obligor acknowledges the priority and subordination arrangements between the Creditors and undertakes and covenants to the Creditors as set out in this Agreement.

Other defined terms used in this Intercreditor Agreement are as set out in Clause 22.

1. Priority of Debt

- 1.1 The Bank consents to the creation and/or subsistence of the Subordinated Debt and the Subordinated Creditor consents to the creation and/or subsistence of the Bank Debt.
- 1.2 Each of the Creditors and the Obligors agree and acknowledge that:
 - 1.2.1 the Bank Debt shall rank in priority to the Subordinated Debt in all respects;
 - 1.2.2 the Subordinated Debt shall be subordinate in right of payment to the Bank Debt.
- 1.3 The Subordinated Creditor agrees that the Bank Debt will rank in priority to the Subordinated Debt and the other provisions of this Agreement will continue to apply notwithstanding any of the following events and irrespective of whether or not the Subordinated Creditor has received notice of them:
 - 1.3.1 any amendment, variation, restatement, novation or replacement of the Bank Debt;
 - 1.3.2 any increase in or refinancing of the Bank Debt; or
 - 1.3.3 any further advances of the Bank Debt, regardless of whether the Bank is obliged to advance such moneys.

2. Ranking of Security

- 2.1 The Bank consents to the creation and/or subsistence of the Subordinated Security and the Subordinated Creditor consents to the creation and/or subsistence of the Bank Security.
- 2.2 Existing and future security conferred by the Bank Security Documents shall:
 - 2.2.1 rank in all respects prior to existing and future security conferred by the Subordinated Security Documents over the same assets, regardless of order of registration, notice, execution or otherwise;
 - 2.2.2 secure all the Bank Debt in priority to the Subordinated Debt, regardless of the date upon which the Bank Debt arises, regardless of whether the Bank is obliged to advance moneys included in the Bank Debt, and regardless of any intermediate discharge of the Bank Debt in whole or in part.
- 2.3 The Subordinated Creditor shall co-operate with the Bank with a view to reflecting the priority of the security conferred by the Bank Security Documents in any register or with any filing or registration authority and in giving notice to insurers, debtors liable for receivables subject to the Bank Security and other persons.
- 2.4 So long as the Bank Security Documents are in force, the Bank shall be entitled to the deposit of any title deeds, share certificates or other title documents, certificates or paper in respect of any assets subject to the security conferred by the Bank Security Documents in priority to the entitlement of the Subordinated Creditor. The Bank has no responsibility to the Subordinated Creditor to require or maintain such deposit.
- 2.5 Nothing in this Agreement shall affect the status of the Security as continuing security, nor shall the ranking of the Security contained in this clause 2 be affected by any of, or any combination of any of, the following:
 - 2.5.1 the nature of the various securities comprised in the Security and the order of their execution, notice or registration; or

- 2.5.2 any provision contained in any of the Security; or
 - 2.5.3 the respective date (or dates) on which any person received notice of the existence or creation of the Security; or
 - 2.5.4 the respective date (or dates) on which monies may be, or have been, advanced or become owing or payable or secured under the Security; or
 - 2.5.5 any fluctuation from time to time in the amount of the monies secured by the Security (which shall be continuing security in favour of the respective Creditors) and in particular, without limitation, any reduction to nil of the monies so secured; or
 - 2.5.6 the existence at any time of a credit balance on any current or other account of any Obligor; or
 - 2.5.7 the appointment of any liquidator or receiver, administrator or other similar officer either in respect of any Obligor or over all or any part of the assets of any Obligor.
- 2.6 The Bank Floating Charges and the Subordinated Floating Charges are hereby varied to the extent specified in this Agreement and this Agreement so far as affecting the Bank Floating Charges and the Subordinated Floating Charges shall be construed and receive effect as an Instrument of Alteration of those floating charges within the meaning of Section 466 of the Companies Act 1985 (as amended).
- 2.7 The Bank Standard Security and the Subordinated Standard Security are hereby varied to the extent specified in this Agreement and this Agreement so far as affecting the Bank Standard Security and the Subordinated Standard Security shall be construed and receive effect as variations of the Bank Standard Security and the Subordinated Standard Security within the meaning of Section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970.

3. Obligors' Undertakings

So long as any of the Bank Debt is or may become outstanding, each Obligor will not and will procure that none of its subsidiaries will:

- 3.1 pay, prepay, repay or make any distribution in respect of any of the Subordinated Debt in cash or in kind (except in accordance with Clause 5 (Permitted Payments)); or
- 3.2 purchase, acquire or permit any person to purchase or acquire any of the Subordinated Debt; or
- 3.3 discharge any of the Subordinated Debt by set-off or any right of combination of accounts (excluding, for the avoidance of doubt, any mandatory set-off under applicable insolvency laws); or
- 3.4 create or permit to subsist any Encumbrance, guarantee or indemnity (except the Subordinated Security) over any of its assets for any of the Subordinated Debt; or
- 3.5 amend, vary, waive, supplement or replace any of the Subordinated Finance Documents (except to the extent such amendment, variation or waiver of the Subordinated Finance Documents does not adversely impact on the Bank's rights under: (i) this Agreement; (ii) the Bank Security Documents; or (iii) otherwise in respect of the Bank Debt); or
- 3.6 lend or give credit to the Subordinated Creditor; or
- 3.7 do or omit to do anything as a result of which the subordination contemplated by this Agreement may be impaired.

4. Undertakings of the Subordinated Creditor

So long as any of the Bank Debt is or may become outstanding, the Subordinated Creditor will not:

- 4.1 demand or (except in accordance with Clause 5 (Permitted Payments) receive payment, prepayment or repayment of, or any distribution in respect of (or on account of), any of the Subordinated Debt in cash or in kind or apply any money or property in discharge of any Subordinated Debt; or
- 4.2 discharge the Subordinated Debt by set-off or any right of combination of accounts, retention, compensation or balancing of accounts in bankruptcy, (excluding for the avoidance of doubt any mandatory set-off under applicable insolvency laws); or
- 4.3 except for the Subordinated Security Documents, permit to subsist or receive any Encumbrance or any guarantee or other assurance against financial loss for, or in respect of, any of the Subordinated Debt; or
- 4.4 amend, vary or release any term of the Subordinated Finance Documents or the Subordinated Debt (except to the extent such amendment, variation or release of the Subordinated Finance Documents or Subordinated Debt does not adversely impact on the Bank's rights under: (i) this Agreement; (ii) the Bank Security Documents or (iii) otherwise in respect of the Bank Debt); or
- 4.5 other than pursuant to the terms of Clause 8, take any action to enforce the Subordinated Finance Documents or recover the Subordinated Debt; or
- 4.6 other than pursuant to the terms of Clause 8, declare payable or accelerate the Subordinated Debt or any part thereof; or
- 4.7 other than pursuant to the terms of Clause 8, exercise any rights or pursue any remedy in respect of any breach of covenant, misrepresentation or non-observance of the terms or conditions of any Subordinated Finance Document; or
- 4.8 other than pursuant to the terms of Clause 8, petition for (or take any other step or action which may lead to) the liquidation, administration, dissolution or the instigation of any other insolvency proceeding in relation to any Obligor; or
- 4.9 other than pursuant to the terms of Clause 8, claim or rank as a creditor in the insolvency, winding up, bankruptcy or liquidation of any Obligor; or
- 4.10 sell or transfer any of the Subordinated Debt (except in accordance with Clause 21); or
- 4.11 take or omit to take any action whereby the ranking and/or the subordination set out in this Agreement is impaired.

5. Permitted Payments and Preservation of Subordinated Debt

- 5.1 Subject to Clause 5.2, the Company may make and the Subordinated Creditor may receive:
 - 5.1.1 all scheduled payments of interest and capital on the Subordinated Debt on the relevant due date under the Subordinated Loan Note Documents;
 - 5.1.2 any fees, costs and expenses due to the Subordinated Creditor in respect of the Subordinated Debt.
- 5.2 The payments permitted under Clause 5.1 may only be made if:
 - 5.2.1 all payments due and payable by the Obligors in respect of the Bank Debt, as at the date of the proposed payment, have been made in full;
 - 5.2.2 no Default has occurred and is continuing unwaived or would occur from making such a payment; and
 - 5.2.3 at least five Business Days prior to the proposed date for making any payment under Clause 5.1, the Company has delivered a Look Forward Certificate to the Bank.
- 5.3 As between the Company and the Subordinated Creditor, the Subordinated Debt shall remain owing or due and payable from the Company, and interest and default interest shall accrue on missed payments in accordance with the terms of

the Subordinated Finance Documents relating to the Subordinated Debt, despite any term of this Agreement that might postpone, subordinate or prevent payment of the Subordinated Debt.

6. Turnover

So long as any of the Bank Debt is or may become outstanding, if:

- 6.1 the Subordinated Creditor receives a payment (including by way of set-off) or distribution in cash or in kind of, or on account of the Subordinated Debt unless permitted under Clause 5; or
- 6.2 the Subordinated Creditor receives the proceeds of any enforcement of any security confirmed by the Subordinated Security Documents or payment under any guarantee for any Subordinated Debt,

the Subordinated Creditor will hold the same on trust for the Bank and will forthwith pay or transfer it to the Bank for application towards the Bank Debt.

7. Subordination on Insolvency

- 7.1 On the occurrence of an Insolvency Event, the Subordinated Debt is subordinate in right of payment to the Bank Debt.
- 7.2 Following the occurrence of an Insolvency Event for so long as any of the Bank Debt is or may become outstanding:
 - 7.2.1 the Bank may and is irrevocably authorised on behalf of the Subordinated Creditor to:
 - 7.2.1.1 claim, enforce and prove for the Subordinated Debt;
 - 7.2.1.2 file claims and proofs, give receipts and take all such proceedings and do all such things as it sees fit to recover the Subordinated Debt; and
 - 7.2.1.3 receive all distributions on the Subordinated Debt for application towards the Bank Debt.
 - 7.2.2 if and to the extent that the Bank is not entitled to claim, enforce, prove, file claims or proofs, or take proceedings for the Subordinated Debt, the Subordinated Creditor will do so promptly on request by the Bank.
- 7.3 Following the occurrence of an Insolvency Event for so long as any of the Bank Debt is or may become outstanding:
 - 7.3.1 the Subordinated Creditor will hold all payments and distributions in cash or in kind received or receivable by it in respect of the Subordinated Debt following the occurrence of such Insolvency Event on trust for the Bank for application towards the Bank Debt;
 - 7.3.2 the Subordinated Creditor will forthwith on demand by the Bank, pay an amount equal to any Subordinated Debt received by it following the occurrence of such Insolvency Event to the Bank for application towards the Bank Debt;
 - 7.3.3 the Subordinated Creditor will promptly direct the trustee in bankruptcy, liquidator, assignee or other person distributing the assets of the Company or their proceeds to pay distributions in respect of the Subordinated Debt directly to the Bank;
 - 7.3.4 if the Bank receives any distribution otherwise than in cash in respect of the Subordinated Debt it may realise the distribution as it sees fit and the Bank Debt shall only be reduced by the distribution to the extent that the realisation proceeds are applied towards the Bank Debt; and
 - 7.3.5 on request by the Bank, the Subordinated Creditor will undertake any actions requested by the Bank to give effect to this Clause 7.3.

- 7.4 If the Bank receives any payment required to be paid by the Subordinated Creditor under this Agreement or paid in respect of the Subordinated Debt in a currency other than the currency of the Bank Debt, the Bank may convert the currency received into the currency of the Bank Debt at the prevailing spot selling rate of exchange for the Bank as conclusively determined by the Bank and the Bank Debt shall not be considered to be reduced by the payment until and except to the extent that the proceeds of conversion are applied towards the Bank Debt.
- 7.5 If for any reason a trust in favour of, or a holding of property for the Bank under this Agreement is invalid or unenforceable, the Subordinated Creditor will pay and deliver to the Bank for application against the Bank Debt an amount equal to the payment, receipt or recovery in cash or in kind (or its value, if in kind) which the Subordinated Creditor would otherwise have been bound to hold on trust for or as the property of the Bank.

8. Restrictions on Enforcement by the Subordinated Creditor

- 8.1 If a Subordinated Payment Event of Default occurs under any Subordinated Finance Document, the Subordinated Creditor will immediately notify the Bank and so long as any of the Bank Debt is or may become outstanding the Subordinated Creditor will not until the earlier of (i) the expiry of 120 days following the Subordinated Creditor notifying the Bank of the relevant Subordinated Payment Event of Default; (ii) the written confirmation by the Bank to the Subordinated Creditor of the irrevocable discharge in full of the Bank Debt; or (iii) following the Bank taking steps to accelerate and enforce the Bank Debt, the Bank ceasing to prosecute that enforcement with reasonable diligence:
- 8.1.1 accelerate any of the Subordinated Debt, nor otherwise declare any of the Subordinated Debt prematurely payable on a default or otherwise; or
 - 8.1.2 enforce any of the Subordinated Debt by execution or otherwise or enforce any of the Subordinated Finance Documents; or
 - 8.1.3 have any right to enforce all or any of the Subordinated Finance Documents; or
 - 8.1.4 petition for (or vote in favour of any resolution for) or initiate or support or take any steps with a view to any insolvency, liquidation, reorganisation, administration or dissolution proceedings or any voluntary arrangement or assignment for the benefit of creditors or any similar proceedings involving any Obligor, whether by petition, convening a meeting, voting for a resolution or otherwise; or
 - 8.1.5 exercise the remedy of foreclosure in respect of any asset the subject of Security created pursuant to any Security Document; or
 - 8.1.6 claim or rank as a creditor in the insolvency, winding up, bankruptcy or liquidation of any Obligor; or
 - 8.1.7 otherwise exercise any remedy for the recovery of any of the Subordinated Debt;
- 8.2 The Subordinated Creditor will immediately notify the Bank on the occurrence of an event of default (however described) under any Subordinated Finance Document.

9. Enforcement by the Bank

- 9.1 The Bank may refrain from enforcing the Bank Security for as long as it sees fit.
- 9.2 The Bank shall, only if reasonably practicable, notify the Subordinated Creditor before:
- 9.2.1 it serves a demand for payment of a Bank Debt on the Obligors (other than a demand for payment on the relevant due date);
 - 9.2.2 it serves a notice on the Obligors to the effect that the Bank Debt is immediately due and payable;

- 9.2.3 it takes any step to crystallise any floating charge (save for any automatic crystallisation of a floating charge) contained in any Bank Security Documents;
 - 9.2.4 it takes any step to enforce any Bank Security, whether by appointing a receiver, exercising its power of sale or otherwise; or
 - 9.2.5 it presents, or joins in, an application for an administration order or a petition for a winding-up order to be made in relation to any Obligor, or it initiates, or supports or takes, any step with a view to any voluntary arrangement or assignment for the benefit of creditors or similar proceeding involving any Obligor or it issues a notice of intention to appoint an administrator or appoints an administrator of any Obligor.
- 9.3 If the Bank enforces the Bank Security:
- 9.3.1 the Subordinated Creditor shall not be entitled to possession of any assets subject to the Bank Security or to appoint or maintain a receiver in possession of such assets;
 - 9.3.2 the Bank shall (in the absence of the appointment of an administrator, a liquidator, a receiver or an administrative receiver) conduct in its sole discretion any sale of assets covered by the Bank Security;
 - 9.3.3 if pursuant to an enforcement, the Bank sells any asset subject to the Subordinated Security, or if any Obligor sells such asset at the request of the Bank after an event of default (however described) in respect of the Bank Debt, the Subordinated Creditor shall on such sale release its Security over that asset if the proceeds are to be applied towards the Bank Debt; and
 - 9.3.4 the Bank may enforce the Bank Security in such manner as it sees fit, shall not be responsible to the Subordinated Creditor for any failure to enforce or to maximise the proceeds of any enforcement, and may cease any such enforcement at any time.

10. Proceeds of Enforcement

Subject to the rights of any preferential creditor and notwithstanding the terms of the Security Documents, the net proceeds of enforcement of the Security (together with any sums paid to the Bank pursuant to Clauses 6 and 7) shall be paid to and applied by the Bank (or any administrator, liquidator, receiver or administrative receiver) in accordance with this Agreement in the following order of priority, in each case, until such amounts have been repaid and discharged in full:

- 10.1 first, in payment of all costs and expenses properly incurred by or on behalf of the Bank in connection with such enforcement;
- 10.2 second, in or towards discharge of the Bank Debt in full;
- 10.3 third, once the Bank Debt has been fully discharged, in or towards the discharge of the Subordinated Debt in full; and
- 10.4 fourth, after the Subordinated Debt has been fully discharged, to the Obligors or any other person entitled to it.

11. Consents and releases

- 11.1 The Subordinated Creditor shall not have any remedy against the Bank by reason of any transaction entered into between the Bank or any other person which violates or is a default or in breach of the Subordinated Finance Documents.
- 11.2 Any waiver or consent granted by the Bank in respect of the Bank Debt will also be deemed to have been given by the Subordinated Creditor if any transaction or circumstances would, in the absence of such waiver or consent by each of such parties, constitute a default or breach of any of the Subordinated Finance Documents.

- 11.3 If any asset which is the subject of the Bank Security Documents and the Subordinated Security Documents is to be disposed of at any time while the Bank Debt is or may become outstanding then the Subordinated Creditor will on request by the Bank grant such consent, release or discharge as is required to permit such disposal free from any Security.

12. Subrogation

- 12.1 If the Bank Debt is wholly or partially paid out of any proceeds received in respect of or on account of the Subordinated Debt owing to the Subordinated Creditor, the Subordinated Creditor shall to that extent be subrogated to the rights of the Bank in respect of the Bank Debt so paid, including all Security for that Bank Debt, but the Subordinated Creditor may not exercise those subrogation rights or receive any payments in respect thereof until the Bank Debt has been irrevocably repaid in full.
- 12.2 To the extent that any subrogation contemplated in Clause 12.1 above does not occur for any reason, as between the Obligors and the Subordinated Creditor, the Subordinated Debt will be deemed not to have been reduced or discharged to the extent of any payment or distribution to the Bank.
- 12.3 Each Obligor hereby agrees that it will not exercise any rights of subrogation in relation to any claim it may have pursuant to this Clause 12, under applicable law or otherwise until the Bank Debt and the Subordinated Debt has been irrevocably repaid in full.

13. Protection of Subordination

- 13.1 The subordination provisions in this Agreement constitute a continuing subordination and benefit to the ultimate balance of the Bank Debt in whole or in part.
- 13.2 The subordination in this Agreement and the obligations of the Subordinated Creditor or the Obligors under this Agreement will not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the subordination of any of those obligations in whole or in part, including without limitation:
- 13.2.1 any time or waiver granted to, or composition with, the Obligors or other person;
- 13.2.2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Obligors or other person in respect of the Bank Debt or under the Subordinated Finance Documents or otherwise or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security; and
- 13.2.3 any unenforceability, illegality or invalidity of any obligation of the Obligors or the Security or any other document or security.
- 13.3 The Bank may, at its discretion, credit all monies received by it in respect of the Bank Debt to a suspense account and such monies may be held in such account for so long as the Bank shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Bank Debt.
- 13.4 Until there is no Bank Debt outstanding and no Bank Debt may become outstanding the Subordinated Creditor will not by virtue of any payment or performance under this Agreement:
- 13.4.1 be entitled to any right of contribution or indemnity;
- 13.4.2 claim, rank, prove or vote as creditor of the Obligors or its estate in competition with the Bank;

- 13.4.3 take or receive the benefit of any Security from the Obligors save for a Security governed by this Agreement; or
- 13.4.4 accept receipt of, claim or take the benefit of any payment from the Obligors or any surety or indemnifier for the same or exercise any other right, claim or remedy in respect of the Subordinated Debt save for Permitted Payments.

14. Representations and Warranties

- 14.1 The Subordinated Creditor represents and warrants to the Bank that:
 - 14.1.1 this Agreement is within his powers and the execution of this Agreement (by the Subordinated Creditor's attorney) has been duly authorised by him;
 - 14.1.2 he has the legal capacity to enter into this Agreement; and
 - 14.1.3 this Agreement constitutes his legal, valid, binding and enforceable obligations.
- 14.2 Each of the Obligors represents and warrants to the Bank that:
 - 14.2.1 this Agreement is within its powers and has been duly authorised by it;
 - 14.2.2 it has all necessary consents, approvals, authorisations and legal capacity to enter into this Agreement;
 - 14.2.3 this Agreement constitutes its legal, valid, binding and enforceable obligations; and
 - 14.2.4 this Agreement does not conflict with its constitutional documents.

15. Power of Attorney

- 15.1 The Subordinated Creditor by way of security irrevocably appoints the Bank as its attorney (with full power of substitution and delegation), on its behalf and in its name or otherwise and in such manner as the attorney thinks fit to do anything which it:
 - 15.1.1 has authorised the Bank to do under this Agreement; and
 - 15.1.2 is obliged to do but has not done under this Agreement;
- 15.2 The Subordinated Creditor ratifies, confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in this Clause 15.

16. Communications

Each notice, consent and other communication in respect of this Agreement:

- 16.1 will be in writing (which includes by fax);
- 16.2 will be sent to the address or fax number most recently designated for this purpose by the recipient;
- 16.3 given to the Subordinated Creditor and/or the Obligors will be effective when left at, or two Business Days after it is posted to, the relevant address or, in the case of a fax, on receipt by the Bank of a fax confirmation sheet; and
- 16.4 given to the Bank will be effective only on actual receipt by the Business Lending Services Department of the Bank or such other department as may be notified to the Subordinated Creditor and the Obligors from time to time.

17. Partial Invalidity

- 17.1 Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 17.2 If any provision of this Agreement shall to any extent be invalid or unenforceable the validity and enforceability of the remaining provisions of this Agreement will not

in any way be affected. Any invalid and unenforceable provision shall be modified to the extent necessary to make such provision valid and enforceable provided the Bank consents in writing to such modification.

18. Remedies, Waivers and Consents

- 18.1 No failure or delay by the Bank in exercising any right, remedy or power under this Agreement shall operate as a waiver and no single or partial exercise shall prevent further exercise of any right, remedy or power.
- 18.2 Any waiver and any consent by the Bank under this Agreement must be in writing to be effective and may be given subject to such conditions as the Bank thinks fit.

19. Costs and Expenses

- 19.1 The Obligors shall pay on demand on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Bank (including without limitation all amounts determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Bank or any attorney, manager, agent or other person appointed by the Bank in connection with the preparation, negotiation, completion, execution, perfection, modification, amendment, issue of waivers and consents under, assignment, release or discharge of this Agreement or actions, proceedings or claims in respect of this Agreement.
- 19.2 Each of the Obligors and the Subordinated Creditor shall pay, on demand, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Bank (including without limitation all amounts determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Bank or any attorney, manager, agent or other person appointed by the Bank in connection with the enforcement against the Obligors or the Subordinated Creditor as the case may be of the Bank's rights against it under this Agreement.
- 19.3 The costs and expenses referred to above include, without limitation, the fees and expenses of legal advisers and any value added tax or similar tax, and are payable in the currency in which they are incurred.
- 19.4 All amounts payable under this Clause 19 shall bear interest at 6% over the Bank of England Base Rate as it may vary from time to time from the date of demand, computed and compounded monthly.

20. Currency

- 20.1 The Bank may convert any monies received under this Agreement from their existing currency of denomination into such other currency or denomination as the Bank may think fit.
- 20.2 Any such conversion shall be effected at the prevailing spot selling rate of exchange, for the Bank, as conclusively determined by the Bank, for such other currency against the existing currency.

21. Assignment and transfer

- 21.1 This Agreement is binding on the permitted successors and assigns of the parties to this Agreement.
- 21.2 No Obligor may assign or transfer all or any of its rights, obligations or benefits under this Agreement.
- 21.3 The Subordinated Creditor shall not assign or transfer any of its rights, obligations or benefits in respect of the Subordinated Debt (including the Subordinated Security) unless the assignee or transferee executes and delivers to the Bank a Deed of Accession in which the assignee or transferee agrees to be bound by the terms of this Deed. The parties hereto confirm that any assignee or transferee of the Subordinated Debt who executes a Deed of Accession will become a party

hereto as if it had been originally named as a Subordinated Creditor without the need for any further action.

- 21.4 The Bank may assign or transfer any of its rights, obligations or benefits in respect of the Bank Debt.

22. Interpretation

22.1 In this Agreement:

"Bank Debt" means all present and future monies and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Obligors to the Bank; and in whatever manner and on any account;

"Bank Floating Charges" means the floating charges granted in favour of the Bank referred to at paragraphs (a), (b), (c), (d), (g) and (h) of the definition of "Bank Security Documents";

"Bank Security" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, guarantee, hypothecation, security interest, title retention or other preferential right having the effect of creating security under or pursuant to the Bank Security Documents;

"Bank Security Documents" means together:

- (a) the floating charge created on 9 October 2002 and delivered at Companies House on 23 October 2002 by McLeod + Aitken Limited in favour of the Bank;
- (b) the floating charge created on 12 February 2016 and delivered at Companies House on 16 February 2016 by McLeod + Aitken Limited in favour of the Bank;
- (c) the floating charge created on 9 October 2002 and delivered at Companies House on 23 October 2002 by McLeod + Aitken (Holdings) Limited in favour of the Bank;
- (d) the floating charge created on 30 March 2015 and delivered at Companies House on 9 April 2015 by McLeod + Aitken (Holdings) Limited in favour of the Bank;
- (e) the standard security created on 12 February 2009 and delivered at Companies House on 21 February 2009 by McLeod + Aitken (Holdings) Limited in favour of the Bank in respect of the Property (the **"Bank Standard Security"**);
- (f) the corporate guarantees dated prior to the date of this Agreement by McLeod + Aitken Holdings Limited and McLeod + Aitken Limited in favour of the Bank;
- (g) the floating charge dated on or around the date of this Agreement by the Company in favour of the Bank;
- (h) the floating charge dated on or around the date of this Agreement by Thomson Management Consulting Limited in favour of the Bank;
- (i) the cross corporate guarantee dated on or around the date of this Agreement among the Obligors in favour of the Bank,

and all other Encumbrances from time to time granted by the Obligors in favour of the Bank as security for the payment and discharge of all or any part of the Bank Debt;

"Business Day" means any day (excluding Saturdays, Sundays and bank holidays) on which banks are generally open in the City of London for the transaction of normal banking business;

"Companies Act" means the Companies Act 2006, as amended from time to time;

"Creditors" means the Bank and the Subordinated Creditor and **"Creditor"** shall mean any one of them;

"Deed of Accession" means a deed of accession in the form or substantially in the form of the deed of accession set out in Schedule 2 hereto;

"Default" means an event of default however described in any facility letter, facility agreement, loan agreement or any similar documents entered into between the Bank and any of the Obligors documenting or evidencing the Bank Debt from time to time;

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, guarantee, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

"Insolvency Event" means:

- (a) any Obligor fails to pay any amount due to the Bank on its due date for payment (or within an applicable grace period);
- (b) (1) any Obligor fails to pay any amount of any indebtedness (other than to the Bank) on its due date for payment (or within any applicable grace period); or (2) any indebtedness (other than to the Bank) of any Obligor is (or is capable of being) declared prematurely due and payable due to the occurrence of an event of default (however described); or (3) any facility for indebtedness (other than to the Bank) offered to any Obligor is withdrawn or cancelled due to the occurrence of an event of default (however described);
- (c) any Obligor is unable or admits an inability to pay its debts or, by reason of actual or anticipated financial difficulties, suspends payment of any of its debts;
- (d) any step is taken with a view to (1) the winding up, dissolution, administration or any analogous procedure in respect of any Obligor including the appointment of a receiver, trustee in bankruptcy, liquidator, administrator or other similar officer of any Obligor or its assets; or (2) the rescheduling of any debts of any Obligor pursuant to a reorganisation, voluntary arrangement or otherwise;
- (e) any steps are taken to enforce any security over the assets of any Obligor;
- (f) any distress, execution, diligence or similar process affects the assets of any Obligor;
- (g) any analogous event, step or circumstances occurs in any relevant jurisdiction;

"Look Forward Certificate" means a certificate signed by a director of the Company and approved by the Bank showing in reasonable detail that the Obligors will remain in compliance with their obligations under any financial covenants however described in any agreement or facility letter between the Bank and any of the Obligors if the covenant tests are recalculated for the period ending on the date falling six months after the proposed payment of interest and/or capital under the Subordinated Loan Documents;

"Permitted Payments" means payments permitted under Clause 5 in respect of the Subordinated Debt;

"Property" means ALL and WHOLE the subjects at the former dwellinghouse (now used as offices) formerly known as number six Queen's Gate and now known as Queen's Gate, Thirty Queen's Road in the city and County of Aberdeen together with the solum thereof and the ground pertaining thereto being the subjects more particularly described in, disposed by and delineated and coloured pink on the plan annexed and executed as relative to disposition by The Secretary of State for Scotland in favour of the trustees for the firm of McLeod & Aitken dated

Nineteenth March and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on Ninth April, both months in the year Nineteen Hundred and Eighty-six AND NOW being the subjects registered in the Land Register of Scotland under Title Number: ABN100660 TOGETHER WITH (One) the fittings and fixtures therein and thereon; (Two) the parts, privileges and pertinents pertaining thereto; and (Three) McLeod + Aitken (Holdings) Limited's whole right, title and interest, present and future therein and thereto;

"Security" means the Bank Security and the Subordinated Security;

"Security Documents" means the Bank Security Documents and the Subordinated Security Documents;

"Subordinated Debt" means all present and future liabilities of the Obligors to the Subordinated Creditor under the Subordinated Finance Documents whether absolute, contingent or otherwise, whether or not matured, whether or not liquidated, and whether or not owed solely or jointly by the Obligors or to the Subordinated Creditor solely or jointly;

"Subordinated Finance Documents" means the Subordinated Loan Note Documents and the Subordinated Security Documents;

"Subordinated Floating Charges" means the floating charges granted in favour of the Subordinated Creditor referred to at paragraphs (a), (b), (c) and (d) of the definition of "Subordinated Security Documents";

"Subordinated Loan Notes" means the £350,000 secured subordinated guaranteed loan notes 2020 of the Company due to the Subordinated Creditor;

"Subordinated Loan Note Documents" means the Subordinated Loan Notes and the Subordinated Loan Note Instrument in agreed form and any other documents entered into pursuant to them;

"Subordinated Loan Note Instrument" means the subordinated loan instrument dated on or around the date of this Agreement pursuant to which the Subordinated Loan Notes were constituted;

"Subordinated Payment Event of Default" means the default by the Company in the scheduled payment of the Subordinated Loan Notes in accordance with the provisions of the Subordinated Loan Note Instrument;

"Subordinated Security" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, guarantee, hypothecation, security interest, title retention or other preferential right having the effect of creating security under or pursuant to the Subordinated Security Documents;

"Subordinated Security Documents" means together:

- (a) the floating charge dated on or around the date of this Agreement by the Company in favour of the Subordinated Creditor;
- (b) the floating charge dated on or around the date of this Agreement by McLeod + Aitken (Holdings) Limited in favour of the Subordinated Creditor;
- (c) the floating charge dated on or around the date of this Agreement by McLeod + Aitken Limited in favour of the Subordinated Creditor;
- (d) the floating charge dated on or around the date of this Agreement by Thomson Management Consulting Limited in favour of the Subordinated Creditor;
- (e) the second ranking standard security dated on or around the date of this Agreement by McLeod + Aitken (Holdings) Limited in favour of the Subordinated Creditor in respect of the Property (the **"Subordinated Standard Security"**); and
- (f) the cross corporate guarantee dated on or around the date of this Agreement among the Obligors in favour of the Subordinated Creditor;

"subsidiary" and **"holding company"** shall have the meanings given to them in Section 1159 of the Companies Act and **"subsidiaries"** shall mean all or any of them, as appropriate;

- 22.2 without prejudice to any requirement to procure consent to the same the expressions the "Company", the "Obligors" and "Bank" include their successors, assignees and transferees and "Subordinated Creditor" includes each party who accedes to this Deed as a subordinated creditor by Deed of Accession in accordance with Clause 21; and
- 22.3 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time.

23. Counterparts

- 23.1 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Where executed in counterpart:
 - 23.1.1 this Agreement shall not take effect until all of the counterparts have been delivered;
 - 23.1.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
 - 23.1.3 the parties may choose to evidence the date of delivery of this Agreement by inserting this on the first page of this Agreement.
- 23.2 If this Agreement is not executed in counterparts, this Agreement shall be delivered on the date inserted on the first page of this Agreement or, if no such date is inserted, the date on which the last party signed this Agreement.
- 23.3 The parties to this Agreement, in accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "Counterparts Act"), nominate Brodies LLP to take delivery of all counterparts of this Agreement. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Agreement.

24. Disclosure of Information

The Bank and the Subordinated Creditor shall be at liberty, from time to time, to disclose to each other information concerning the affairs of the Borrower in such a manner and to such extent as the Creditors shall, from time to time, desire.

25. Governing Law and Submission to Jurisdiction

- 25.1 The governing law of this Agreement and any non-contractual obligations arising out of or in connection with it is the law of Scotland.
- 25.2 The Company and the Subordinated Creditor irrevocably:
- 25.2.1 submit to the jurisdiction of the Courts of Scotland and any non-contractual obligations arising out of or in connection with it; and
- 25.2.2 agree that nothing in Clause 25.2.1 prevents the Bank taking proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude the Bank taking proceedings in any other jurisdiction.

IN WITNESS WHEREOF these presents consisting of this, the preceding 14 pages and the two attached schedules are executed as follows:-

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

The Subordinated Creditor

SIGNED by CHRISTOPHER WILLIAM MICHAEL MILNE

Sarah Londragan
signature of
witness

SARAH LOUISE LONDAGAN
full name of above (print)

Ledingham Chalmers
Johnstone House
52-54 Rose Street
Aberdeen
address of witness AB10 1HA
FAS: 4488

[Redacted Signature]
signature of
Christopher William Michael Milne

CHRISTOPHER WILLIAM MICHAEL MILNE
full name of above (print)

21/06/16
date of signing

ABERDEEN
place of signing

The Obligors

SIGNED for and on behalf of
MCLEOD + AITKEN GROUP LIMITED
acting by

A. webber
signature of
witness

ASHLEY WEBBER
full name of above (print)

BURNES PAUL LLP
UNION PLAZA, 1 UNION WYND,
ABERDEEN, AB10 1DQ
address of witness

SIGNED for and on behalf of
MCLEOD + AITKEN HOLDINGS LIMITED
acting by

A. webber
signature of
witness

ASHLEY WEBBER
full name of above (print)

BURNES PAUL LLP
UNION PLAZA, 1 UNION WYND,
ABERDEEN, AB10 1DQ
address of witness

SIGNED for and on behalf of
MCLEOD + AITKEN LIMITED
acting by

A. webber
signature of
witness

ASHLEY WEBBER
full name of above (print)


BURNES PAUL LLP
UNION PLAZA, 1 UNION WYND,
ABERDEEN, AB10 1DQ
address of witness


signature of
director

DUNCAN MOIR
full name of above (print)

22/6/16
date of signing

ABERDEEN
place of signing


signature of
director

DUNCAN MOIR
full name of above (print)

22/6/16
date of signing

ABERDEEN
place of signing


signature of
director

DUNCAN MOIR
full name of above (print)

22/6/16
date of signing

ABERDEEN
place of signing

SIGNED for and on behalf of
THOMSON MANAGEMENT CONSULTING LIMITED
acting by

A. webber

signature of
witness

ASHLEY WEBBER

full name of above (print)

BURNES PAUL LLP

UNION, PLAZA, 1 UNION

WYND, ABERDEEN, AB10 1QQ

address of witness


signature of
director

DUNCAN MOIR

full name of above (print)

22/6/16

date of signing

ABERDEEN

place of signing

The Bank:

SIGNED for and on behalf of
CLYDESDALE BANK PLC
acting by

Sianfish

signature of
witness

SIAN MARIE FISH


full name of above (print)

C/O BRODIES LLP, BRODIES

HOUSE, 31-33 UNION GROVE

ABERDEEN, AB10 6SD

address of witness


signature of
authorised signatory

GRAEME PHILIP HOOD

full name of above (print)

22/6/16

date of signing

1 QUEENS CROSS, ABERDEEN

place of signing

This is the Schedule 1 referred to in the foregoing Intercreditor Agreement among Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank) the Subordinated Creditor and the Obligors

**SCHEDULE 1
COMPANIES**

Name	Registered Number	Registered Office
McLeod + Aitken (Holdings) Limited	SC234541	Queens Gate 30 Queens Road Aberdeen AB15 4YF
McLeod + Aitken Limited	SC199759	Queens Gate 30 Queens Road Aberdeen AB15 4YF
Thomson Management Consulting Limited	SC277506	Queens Gate 30 Queens Road Aberdeen AB15 4YF

This is the Schedule 2 referred to in the foregoing Intercreditor Agreement among Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank) the Subordinated Creditor and the Obligors

**SCHEDULE 2
DEED OF ACCESSION**

THIS DEED OF ACCESSION is entered into on [].

By: *[Insert name, registered number and registered office of acceding Subordinated Creditor]* (the "Acceding Subordinated Creditor")

in favour of:

Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank) a company registered in Scotland with registered number SC001111 and having its registered office at 30 St Vincent Place, Glasgow, G1 2HL.

This Deed is supplemental to an intercreditor agreement among Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank), [] and [] dated [] (the "Intercreditor Agreement").

Words and expressions defined in the Intercreditor Agreement have the same meaning when used in this Deed.

The Acceding Subordinated Creditor hereby agrees with each other person who is or who becomes a party to the Intercreditor Agreement to become a party to and to be bound by the terms of the Intercreditor Agreement as a Subordinated Creditor from the date of this Deed.

From the date of this Deed the Intercreditor Agreement shall be read and construed for all purposes as if the Acceding Subordinated Creditor had been an original party thereto in the capacity of a Subordinated Creditor.

Address and fax number for notices to the Acceding Subordinated Creditor for the purposes of Clause 16 of the Intercreditor Agreement is:

Address: []

Fax: []

FAO: []

This Accession Deed is governed by Scots law.

IN WITNESS WHEREOF this Accession Deed is executed as follows

The Acceding Subordinated Creditor
SIGNED for and on behalf of
[ACCEDING SUBORDINATED CREDITOR]
acting by

signature of
witness

signature of
[director]

full name of above (print)

full name of above (print)

date of signing

address of witness

place of signing