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COMPANIES FORM No. 466(Scot)

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

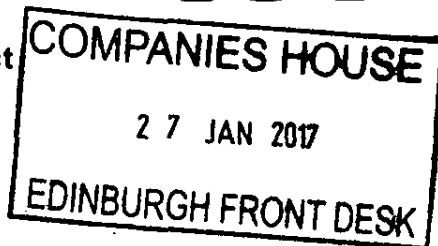
466

CHFP025

Please do not write in this margin

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



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

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

For official use

Company number

13

SC394571

Name of company

* Celtic Renewables Limited

* insert full name of Company

Date of creation of the charge (note 1)

23 February 2016

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 charge

Scottish Enterprise

Short particulars of all the property charged

See Paper Apart 1

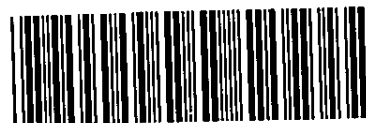
Presentor's name address and reference (if any):
BURNES PAULL LLP
120 BOTHWELL STREET
GLASGOW
G2 7JL

GW154 GLASGOW

For official use (06/2005)
Charges Section

Post room

FRIDAY



S5YZZG21

SCT

27/01/2017

#442

COMPANIES HOUSE

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

See Paper Apart 2

*Please do not
write in
this margin*

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

Date(s) of execution of the instrument of alteration

12 January 2017

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

See Paper Apart 3

Short particulars of any property released from the floating charge

n/a

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

n/a

*Please do not
write in
this margin*

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

See Paper Apart 4

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

*Please do not
write in
this margin*

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

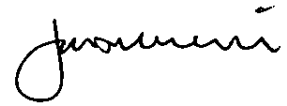
*A fee is payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)*

Signed  for and on behalf of Burness Paul LLP Date 18 January 2017
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 House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate



This is the Paper Apart referred to in the foregoing Form 466 (Scotland) in respect of Celtic Renewables Limited (the "Company")

Company Number: SC394571

For definitions please see attached Agreement.

"Agreement" means the ranking agreement among Donald Francis Irwin Houston, Scottish Enterprise and the Company dated 12 January 2017.

Paper Apart 1

The whole of the property which is, or may be from time to time while the Bond and Floating Charge is in force, comprised in the property and undertaking, including uncalled capital, of the Company.

Paper Apart 2

Executed as follows:

1. By Donald Francis Irwin Houston acting by David Ian Lindgren before witness Alastair James Smith of Lindsays, Caledonian Exchange, 19A Canning Street, Edinburgh, EH3 8HE.
2. For and on behalf of Scottish Enterprise by Fiona McClelland as authorised signatory and sealed with the common seal of Scottish Enterprise.
3. For and on behalf of Celtic Renewables Limited by Martin Gerard Tangney as director before witness Stephen John Clark of MBM Commercial LLP, 5th floor, 125 Princes Street, Edinburgh, EH2 4AD.

Paper Apart 3

The Company undertakes to each of the Secured Creditors that it shall not grant any security, charge or other encumbrance other than the Securities without the prior written consent of each of the Secured Creditors.

Paper Apart 4

The Securities shall, notwithstanding (a) the terms thereof; (b) the respective dates of creation, recording or registration thereof; and (c) the date or dates on which the Secured Creditors made or make advances to the Company, rank *inter se* in point of security in the following order:

1. the First Ranking SE Security and the First Ranking Mr Houston Security *pari passu* and without preference, to the extent of any sums secured thereby; and
2. the Second Ranking Securities *pari passu* and without preference, to the extent of any sums secured thereby.



FILE COPY

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

COMPANY NO. 394571
CHARGE CODE SC39 4571 0005

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 12 JANUARY 2017 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 27 JANUARY 2017

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 23
FEBRUARY 2016

BY CELTIC RENEWABLES LIMITED

IN FAVOUR OF
SCOTTISH ENTERPRISE

GIVEN AT COMPANIES HOUSE, EDINBURGH 30 JANUARY 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CELTIC RENEWABLES LIMITED
as the Company

SCOTTISH ENTERPRISE

and

DONALD FRANCIS IRWIN HOUSTON
as the Secured Creditors

RANKING AGREEMENT

At Edinburgh

Certified a true copy of the original

Date 16 JAN 2017

Signed

A handwritten signature in black ink, appearing to read 'Stephen John Clark', written over a horizontal line.

STEPHEN JOHN CLARK
MBM COMMERCIAL LLP
5th FLOOR
125 PRINCES STREET
EDINBURGH
EH2 4AD

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This Agreement is delivered on 12 JANUARY 2017

RANKING AGREEMENT

among

- (1) **CELTIC RENEWABLES LIMITED**, a company incorporated under the Companies Acts with registered number SC394571 and having its registered office at 5th Floor, 125 Princes Street, Edinburgh, EH2 4AD (the "**Company**");
- (2) **SCOTTISH ENTERPRISE**, established under the Enterprise & New Towns (Scotland) Act 1990 and having its principal place of business at Atrium Court, 50 Waterloo Street, Glasgow, G2 6HQ ("**Scottish Enterprise**"); and
- (3) **DONALD FRANCIS IRWIN HOUSTON**, residing at Mingary House, Ardnamurchan Estate, Kilchoan, Acharacle, Argyll, PH36 4LN ("**Mr Houston**")

CONSIDERING THAT:

- (A) the Secured Creditors (as defined below) have each agreed to make certain facilities available to the Company and as a requirement of each of those facilities the Company has granted or will grant certain securities to each of the Secured Creditors; and
- (B) the Secured Creditors and the Company have agreed to enter into this Agreement for the purpose of regulating the priority of the securities referred to above.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Glasgow and Edinburgh;

"Existing Ranking Agreement" means the ranking agreement amongst the Secured Creditors and the Company dated 28 September 2016;

"First Ranking Mr Houston Security" means the bond and floating charge granted by the Company in favour of Mr Houston dated 28 September 2016 and registered on 28 September 2016;

"First Ranking SE Security" means the bond and floating charge granted by the Company in favour of Scottish Enterprise dated on or around the date of this Agreement;

"pari passu" means that the repayment of any amounts of the Secured Obligations due to any of the Secured Creditors which are stated to rank *pari passu* shall be made pro rata according to the respective proportions which the amount of the Secured Obligations due to any Secured Creditor bears to the aggregate amount of the Secured Obligations due to the Secured Creditors in respect of the Securities which are stated to rank *pari passu*;

"Secured Creditors" means each of Scottish Enterprise and Mr Houston;

"Secured Obligations" means the sums secured by the Securities and in respect of any Secured Creditor the sums secured by the Security granted in favour of it; and

"Second Ranking Securities" means:

- (i) the bond and floating charge granted by the Company in favour of Mr Houston dated 28 January 2016 and registered on 29 January 2016;
- (ii) the bond and floating charge granted by the Company in favour of Scottish Enterprise dated 23 February 2016 and registered on 8 March 2016;
- (iii) the bond and floating charge granted by the Company in favour of Scottish Enterprise dated 16 May 2016 and registered on 19 May 2016; and
- (iv) the bond and floating charge granted by the Company in favour of Mr Houston dated 16 May 2016 and registered on 19 May 2016;

"Securities" means the First Ranking Security and the Second Ranking Securities;

1.2 Unless a contrary indication appears, any reference in this Agreement to:

1.2.1 the **"Secured Creditors"** shall be construed so as to include their respective successors in title, permitted assignees and permitted transferees provided such assignee or transferee first agrees in writing with the Secured Creditors, as the case may be, to be bound by the provisions of this Agreement; and

1.2.2 a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

1.3 Unless any provision of this Agreement or the context otherwise requires, any reference in this Agreement to a provision of law is a reference to that provision as amended or re-enacted.

1.4 In this Agreement the singular includes the plural and *vice versa*. Clause headings are for ease of reference only and a reference to a Clause is to be construed as a reference to a clause of this Agreement.

- 1.5 Any reference in this Agreement to a document of any kind whatsoever (including this Agreement) is to that document as amended or varied or supplemented or novated or substituted from time to time.

2 CONSENT TO CREATION OF SECURITIES

Notwithstanding the date of execution, recording or registration thereof or any provisions contained therein, the Secured Creditors each hereby consent to the creation of the Securities by the Company.

3 RANKING OF SECURITIES

With effect from the last date of execution of this Agreement, the Securities shall, notwithstanding (a) the terms thereof; (b) the respective dates of creation, recording or registration thereof; and (c) the date or dates on which the Secured Creditors made or make advances to the Company, rank *inter se* in point of security in the following order:

- 3.1 **FIRST**, the First Ranking SE Security and the First Ranking Mr Houston Security *pari passu* and without preference, to the extent of any sums secured thereby; and
- 3.2 **SECOND**, the Second Ranking Securities *pari passu* and without preference, to the extent of any sums secured thereby.

4 SECURITY TO BE CONTINUING

The Securities shall rank as provided in this Agreement as continuing securities for repayment of the amounts owing to each of the Secured Creditors from time to time by the Company or by any person or company whose obligations to the Secured Creditors are guaranteed by the Company.

5 FLUCTUATING ADVANCES

Notwithstanding the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and Sections 464 and 466 of the Companies Act 1985 Act or any other rule of law which might operate to the contrary effect, the foregoing provisions of this Agreement as to ranking shall be valid and effective irrespective of the date or dates on which sums advanced or to be advanced by either Secured Creditor to the Company have been or shall be drawn out by or debited to the Company, neither Secured Creditor having any concern over the composition of or fluctuations in the sum or sums due by the Company to the other (including any reduction of those sums to nil).

6 VARIATIONS OF SECURITIES

Insofar as necessary to give effect to the provisions of this Agreement, the Securities are hereby varied and this Agreement shall constitute:

- 6.1 an instrument of alteration for the purposes of Section 466 of the Companies Act 1985; and
- 6.2 a variation of a standard security within the meaning of Section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970.

7 EXERCISE OF RIGHTS

- 7.1 Whilst any sums remain outstanding to any Secured Creditor which are subject to the Securities, the Secured Creditors undertake to each other that they shall, in respect of the Company, save with the prior written consent of the other Secured Creditor (i) not take any Enforcement Action without giving notice of its intention to take such Enforcement Action to the other Secured Creditor (ii) not take such Enforcement Action prior to the expiry of a period of 30 days following the date of such notice and (iii) during and following the expiry of such period to consult with the other Secured Creditor as regards such Enforcement Action or, where this is not reasonably practicable due to the circumstances then prevailing, as soon as is practicable thereafter.

For these purposes "**Enforcement Action**" means:

- 7.1.1 serving a demand for payment of the Secured Obligations, other than a demand for payment of a sum on its due date;
- 7.1.2 serving a notice of acceleration in respect of the Secured Obligations;
- 7.1.3 raise any Court proceedings against the Company for recovery or enforcement of any of the Secured Obligations;
- 7.1.4 exercising any of its rights of enforcement under Clauses 5 or 6 of the Securities or any other right to crystallise any floating charge;
- 7.1.5 exercising or claiming any right of set off, counterclaim, combination of accounts or otherwise (whether at law or under contract) in respect of the Secured Obligations and any sums owing by the Company to any Secured Creditor;
- 7.1.6 appointing a receiver or administrator to all or any part of the assets covered by the Security held by it or otherwise exercising a power of sale;

7.1.7 applying or supporting an application to the Court to appoint a receiver in terms of the Insolvency Act 1986 and applying to the Court to appoint a liquidator, administrator or judicial factor; or

7.1.8 exercising its rights on default pursuant to any standard security held by it.

7.2 The Secured Creditors further undertake to each other that while any of the Secured Obligations remain outstanding they shall consult with each other regarding, and act reasonably in giving any approval or setting any requirement pursuant to, Clause 9 of the Securities.

8 COMPENSATION

8.1 Each of the Secured Creditors hereby undertakes to the other that in the event of a liquidator or administrator of the Company or a receiver of all or any part of its assets distributing the proceeds of sale of those assets otherwise than in accordance with the terms of this Agreement and the other being prejudiced thereby, it will compensate the party so prejudiced to the extent to which it is *lucratus* by such prejudice, but no further.

8.2 No purchaser dealing with either of the Secured Creditors or with a receiver appointed by either of them shall be concerned in any way with the provisions of this Agreement but shall assume that such Secured Creditor or receiver as the case may be is acting in accordance with the provisions of this Agreement and the Securities.

9 AUTHORITY TO RELEASE INFORMATION

9.1 During the continuance of each of the Securities the Secured Creditors may disclose to each other information concerning the Company and its affairs in such manner and to such extent as the Secured Creditors may wish and the Company consents to such disclosure.

9.2 Each Secured Creditor agrees to give notice promptly to the other upon increasing the limit of any of the loan facilities for the time being granted by it to the Company or upon granting it new loan facilities.

10 TIME OR INDULGENCE

Each of the Secured Creditors shall be entitled to grant time or indulgence, release or compound or otherwise deal with modify or abstain from perfecting or enforcing any of the rights which it may now or hereafter have against the Company without reference to the other Secured Creditor and without in any way affecting or prejudicing the validity or effect of this Agreement.

11 OTHER SECURITIES

- 11.1 For the avoidance of doubt, the parties acknowledge and agree that the ranking of the Securities shall not be prejudiced or affected in any way by any right competent to any of the parties to this Agreement to recover all or any part of the sums secured by the Securities from any third party, cautioner or guarantor.
- 11.2 The Company warrants to each of the Secured Creditors that, other than the Company's account held with Clydesdale Bank plc which is subject to an account pledge dated 14 June 2012 and registered on 30 June 2012, its assets are not subject to any securities, charges or encumbrances other than the Securities and that it has not agreed to grant, or to acquire any assets subject to, any such securities, charges or encumbrances other than the Securities.
- 11.3 The Company undertakes to each of the Secured Creditors that it shall not grant any security, charge or other encumbrance other than the Securities without the prior written consent of each of the Secured Creditors.
- 11.4 Notwithstanding the terms of the Securities, each Secured Creditor undertakes to the other Secured Creditor that so long as any amounts shall remain secured by the Securities it shall not, without the prior consent in writing of the other Secured Creditor, require the Company to grant any further or other security or securities whatsoever.
- 11.5 Each of the Secured Creditors undertakes that it will not transfer the benefit of any of the Securities unless the proposed transferee agrees to be bound by the provisions of this Agreement.

12 NOTICE

12.1 Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in writing (but not by fax or by email).

12.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of the parties for any communication or document to be made or delivered under or in connection with this Agreement:

12.2.1 in the case of the Company:

Address:	5 th Floor, Princes Street, Edinburgh, EH2 4AD
Attention:	Celtic Renewables Ltd – Mark

Simmers

12.2.2 in the case of Scottish Enterprise:

Address: Atrium Court, 50 Waterloo Street,
Glasgow, G2 6HQ
Attention: The Head of Transactions, copied to
the Head of Portfolio Management

12.2.3 in the case of Mr Houston:

Address: Mingary House, Ardnamurchan
Estate, Kilchoan, Acharacle, Argyll,
PH36 4LN
Attention: Mr Houston

or any substitute address or department or officer as an party may notify to each of the other parties by not less than 5 Business Days' notice.

12.3 **Delivery**

Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 12.2 (Addresses), if addressed to that department or officer.

12.4 **English language**

Any notice given under or in connection with this Agreement must be in English.

13 **COUNTERPART EXECUTION**

13.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original.

13.2 Where executed in counterparts:

13.2.1 this Agreement will not take effect until each of the counterparts has been delivered;

13.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and

13.2.3 the date of delivery may be inserted in the blank provided at the beginning of this Agreement.

14 **TERMINATION OF EXISTING RANKING AGREEMENT**

The parties agree that the Existing Ranking Agreement is hereby terminated and shall cease to have any further force or effect, save always that clause 14 of the Existing Ranking Agreement shall continue in full force and effect such that the ranking agreement dated 16 May 2016 amongst the parties remains terminated and with no further force or effect.

15 **GOVERNING LAW**

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

16 **CONSENT TO REGISTRATION**

The parties to this Agreement consent to its registration for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages are executed in counterpart as follows and DELIVERED on 12 JANUARY 2017:

THE COMPANY

SUBSCRIBED for and on behalf of the said CELTIC RENEWABLES LIMITED

at EDINBURGH

on 12 JANUARY 2017

by
MARTIN GERARD TANGNEY

Print Full Name

before this witness

STEPHEN JOHN CLARK

Print Full Name

Address STEPHEN JOHN CLARK
MBM COMMERCIAL LLP
5th FLOOR
125 PRINCES STREET
EDINBURGH
EH2 4AD

Martin Tangney

Director

Steph Clark

Witness

THE SECURED CREDITORS

SEALED with the common seal of the
said SCOTTISH ENTERPRISE

at

on

by

Print Full Name

Authorised Signatory

SUBSCRIBED by DONALD FRANCIS IRWIN HOUSTON acting by DAVID IAN
LINDGREN, a duly appointed Attorney

at

on

by

Print Full Name

Attorney

before this witness

Print Full Name

Witness

Address

LINDSAYS
CALEDONIAN EXCHANGE
19A CANNING STREET
EDINBURGH EH3 8HE
