

# M

CHFP041

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.

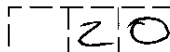
Please do not  
write in  
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

For official use

Company number



SC010554

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

Name of company

\*A. ROMANES & SON LIMITED (the Company)

\* insert full name  
of company

Date of creation of the charge (note 1)

18 April 2012

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

Floating Charge

Names of the persons entitled to the charge

Bank of Scotland plc (BoS)

Short particulars of all the property charged

Undertaking & all property & assets present & future, including uncalled  
capital.

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN  
LZ/KPMS/DAC/BOS001.5566

For official use (02/2006)

Charges Section

Post room

FRIDAY



\*S2AHHV28\*

SCT

14/06/2013

#65

COMPANIES HOUSE

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

Please do not  
write in  
this margin

CLYDE & FORTH PRESS LIMITED, Carus House, 201 Dumbarton Road, Clydebank G81 4XJ (**Clyde & Forth Press**);

The Company, Carus House, 201 Dumbarton Road, Clydebank G81 4XJ;

Please see continuation sheet for additional persons.

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

Date(s) of execution of the instrument of alteration

6 and 7 June 2013

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

Clyde & Forth Press and the Company undertake to each of the Creditors that they shall not grant any security, charge or other encumbrance other than the Securities or such additional security, charge or other encumbrance as requested by BoS in favour of BoS without the prior written consent of each of the Creditors.

Please see continuation sheet for definitions.

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**

With effect from the last date of execution of the Ranking 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 BoS made or makes advances to Clyde & Forth Press or the Company or Clyde & Forth Press incurs liability under the Scheme, rank inter se in point of security in respect of the Property and on the rents and on the proceeds thereof in the event of a sale of the whole or any part thereof in the following order of priority:-

(First) the Priority Standard Securities,

(Second) the Postponed Standard Securities, and

(Third) the Postponed Floating Charges.

Please see continuation sheet for definitions.

Continued Over

COM466/3

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 \_\_\_\_\_

Date \_\_\_\_\_

On behalf of ~~[company]~~ [chargee] \_\_\_\_\_

**For and on behalf of Dundas & Wilson CSLP**

*delete as  
appropriate*

#### 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

This is the Continuation Sheet referred to in the foregoing Form 466 relative to a Ranking Agreement among A. Romanes & Son Limited, Clyde & Forth Press Limited, the Trustees of the WIN Pension Fund and Bank of Scotland plc, dated 6 and 7 June 2013.

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

JOHN PITKEITHLY PERCY, 4 Westbank, Easter Park Drive, Edinburgh EH4 6SL (the **Pension Trustee**) as the present trustee of The Win Pension Fund, an occupational pension scheme presently governed by a Definitive Trust Deed and Rules dated 28 July and 4 August 2000 (as amended from time to time) (the **Scheme**); and

BoS, The Mound, Edinburgh EH1 1YZ.

**Definitions:**

**Creditors** means the Pension Trustee and BoS;

**Postponed Floating Charges** means (i) the floating charge granted by Clyde & Forth Press in favour of BoS (formerly The Governor and Company of the Bank of Scotland) dated 9 May 2002; (ii) the floating charge granted by Clyde & Forth Press in favour of BoS dated 18 April 2012; (iii) the floating charge granted by the Company in favour of BoS (formerly the Governor and Company of the Bank of Scotland) dated 9 May 2002; and (iv) the floating charge granted by the Company in favour of BoS dated 18 April 2012;

**Postponed Securities** means the Postponed Floating Charges and the Postponed Standard Securities;

**Postponed Standard Securities** means (i) the standard security over the Property, granted by Clyde & Forth Press in favour of BoS dated on or around the date of the Ranking Agreement and to be recorded in the Division of the General Register of Sasines for the County of Fife of even date with the Ranking Agreement; and (ii) the standard security over the Property granted by the Company in favour of BoS (formerly the Governor and Company of the Bank of Scotland) recorded in the Division of the General Register of Sasines for the County of Fife on 23 September 1974;

**Priority Standard Securities** means (i) the standard security over the Property, granted by Clyde & Forth Press in favour of the Pension Trustee dated on or around the date of the Ranking Agreement and to be recorded in the Division of the General Register of Sasines for the County of Fife of even date with the Ranking Agreement; and (ii) the standard security over the Property granted by the Company in favour of the Pension Trustee dated 15 February 2008 and recorded in the Division of the General Register of Sasines for the County of Fife on 14 March 2008;

**Property** means the subjects known as ALL and WHOLE the subjects known as Pitreavie Business Park, Dunfermline comprising that piece of ground extending to Three acres and nine hundred and forty seven decimal or one thousandth parts of an acre or thereby lying on the west side of Queensferry Road in the Burgh of Dunfermline and County of Fife and more particularly described in and shown delineated and coloured pink on the plan annexed and signed as relative to Disposition by The Provost, Magistrates and Councillors of the City and Royal Burgh of Dunfermline in favour of Romanes dated 8 July 1974 and recorded in the Division of the General Register of Sasines for the County of Fife on 17 September 1974; and

**Securities** means the Priority Standard Securities and the Postponed Securities.



**FILE COPY**

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

COMPANY NO. 10554

CHARGE NO. 20

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 7 JUNE 2013 WERE DELIVERED  
PURSUANT TO SECTION 878 OF THE COMPANIES ACT 2006  
ON 14 JUNE 2013

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 18  
APRIL 2012

BY A. ROMANES & SON LIMITED

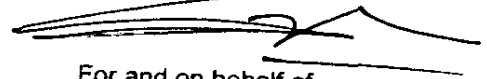
IN FAVOUR OF  
BANK OF SCOTLAND PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 18 JUNE 2013

# **Burness Paull & Williamson**

Certified a true Copy



For and on behalf of

**Dundas & Wilson CS LLP**

Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN

**A. ROMANES & SON LIMITED**

and

**CLYDE & FORTH PRESS LIMITED**  
as the Company

and

**THE TRUSTEES OF THE WIN PENSION FUND**  
as the first ranking creditor

and

**BANK OF SCOTLAND PLC**  
as the second ranking creditor

**RANKING AGREEMENT**

## INDEX

Clause No.	Heading	Page No.
1	DEFINITIONS AND INTERPRETATION	2
2	CONSENT TO CREATION OF SECURITIES	3
3	RANKING OF SECURITIES	3
4	SECURITY TO BE CONTINUING	4
5	FLUCTUATING ADVANCES	4
6	VARIATIONS OF SECURITIES	4
7	EXERCISE OF RIGHTS	4
8	COMPENSATION	5
9	AUTHORITY TO RELEASE INFORMATION	5
10	TIME OR INDULGENCE	5
11	OTHER SECURITIES	5
12	INSURANCE PROCEEDS	6
13	NOTICE	7
14	PREVIOUS RANKING ARRANGEMENTS	8
15	GOVERNING LAW	8
16	ROMANES AND COMPANY'S ACKNOWLEDGEMENT	8
17	CONSENT TO REGISTRATION	9



## RANKING AGREEMENT

among

- (1) **A. ROMANES & SON LIMITED**, a company incorporated under the Companies Acts with registered number SC010554 and having its registered office at Carus House, 201 Dumbarton Road, Clydebank G81 4XJ ("**Romanes**");
- (2) **CLYDE & FORTH PRESS LIMITED**, a company incorporated under the Companies Acts with registered number SC132609 and having its registered office at Carus House, 201 Dumbarton Road, Clydebank G81 4XJ ("**the Company**");
- (3) **JOHN PITKEITHLY PERCY** ("**the Pension Trustee**") as the present trustee of **THE WIN PENSION FUND**, an occupational pension scheme presently governed by a Definitive Trust Deed and Rules dated 28 July and 4 August 2000 (as amended from time to time) ("**the Scheme**"); and
- (4) **BANK OF SCOTLAND PLC** incorporated under the Companies Acts with registered number SC327000 and having its registered office at The Mound, Edinburgh EH1 1YZ ("**BoS**")

### CONSIDERING THAT:

- (i) The Company is the principal employer of the Scheme.
- (ii) The most recent actuarial valuation of the Scheme as at 6 April 2009 showed that the Scheme had a funding deficit of £747,000 on an ongoing basis. A recovery plan was agreed in relation to the Scheme. The Company and the Pension Trustee have entered into an arrangement whereby standard securities were granted over the Property by the Company in favour of the Pension Trustee, as security for the Company's obligations to contribute to the Scheme in respect of the deficit.
- (iii) Romanes and the Company, in consideration of BoS providing banking facilities, had, previously granted floating charges and standard securities in favour of BoS.
- (iv) As part of a group reorganisation (the "**Reorganisation**"), the Property has been transferred from Romanes to the Company, and the Company has agreed to grant standard securities over the Property in favour of each of BoS and the Pension Trustee in addition to the standard securities previously granted in favour of each of those parties.
- (v) BoS has agreed to consent to the Reorganisation on the condition that, *inter alia*, the current floating charges and standard securities over the Property, granted by Romanes, remain in place.
- (vi) The Pension Trustee, the Company, Romanes and BoS 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:-**

**"Act"** means the Companies Act 1985;

**"Creditors"** means the Pension Trustee and BoS;

**"CFRSA"** means the Conveyancing and Feudal Reform (Scotland) Act 1970;

**"Postponed Floating Charges"** means (i) the floating charge granted by the Company in favour of BoS (formerly The Governor and Company of the Bank of Scotland) dated 9 May 2002; (ii) the floating charge granted by the Company in favour of BoS dated 18 April 2012; (iii) the floating charge granted by Romanes in favour of BoS (formerly the Governor and Company of the Bank of Scotland) dated 9 May 2002; and (iv) the floating charge granted by Romanes in favour of BoS dated 18 April 2012;

**"Postponed Securities"** means the Postponed Floating Charges and the Postponed Standard Securities;

**"Postponed Standard Securities"** means (i) the standard security over the Property, granted by the Company in favour of BoS dated on or around the date of this Agreement and to be recorded in the Division of the General Register of Sasines for the County of Fife of even date herewith; and (ii) the standard security over the Property granted by Romanes in favour of the Governor and Company of the Bank of Scotland recorded in the Division of the General Register of Sasines for the County of Fife on 23 September 1974;

**"Priority Standard Securities"** means (i) the standard security over the Property, granted by the Company in favour of the Pension Trustee dated on or around the date of this Agreement and to be recorded in the Division of the General Register of Sasines for the County of Fife of even date herewith; and (ii) the standard security over the Property granted by Romanes in favour of the Pension Trustee dated 15 February 2008 and recorded in the Division of the General Register of Sasines for the County of Fife on 14 March 2008;

**"Property"** means the subjects known as ALL and WHOLE the subjects known as Pitreavie Business Park, Dunfermline comprising that piece of ground extending to Three acres and nine hundred and forty seven decimal or one thousandth parts of an acre or thereby lying on the west side of Queensferry Road in the Burgh of Dunfermline and County of Fife and more particularly described in and shown delineated and coloured pink on the plan annexed and signed as relative to Disposition by The Provost, Magistrates and Councillors of the City and Royal Burgh of

Dunfermline in favour of Romanes dated 8 July 1974 and recorded in the Division of the General Register of Sasines for the County of Fife on 17 September 1974;

**"Securities"** means the Priority Standard Securities and the Postponed Securities.

- 1.2 The expressions **"the Pension Trustee"** and **"BoS"** shall include the permitted successors, assignees and transferees of the Pension Trustee and BoS, provided such assignee or transferee first agrees in writing with the Pension Trustee and/or BoS, as the case may be, to be bound by the provisions of this Agreement.
- 1.3 Unless any provision of this Agreement or the context otherwise requires, any reference in this Agreement to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- 1.4 In this Agreement the singular includes the plural and *vice versa*. Clause headings are for convenience of reference only and a reference to a Clause or a paragraph is a reference to a clause or paragraph 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 Pension Trustee and BoS each hereby consent to the creation of the Securities by the Company and Romanes.

## **3 RANKING OF SECURITIES**

- 3.1 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 BoS made or makes advances to Romanes or the Company or the Company incurs liability under the Scheme, rank inter se in point of security in respect of the Property and on the rents and on the proceeds thereof in the event of a sale of the whole or any part thereof in the following order of priority:-
  - 3.1.1 first, the Priority Standard Securities,
  - 3.1.2 second, the Postponed Standard Securities, and
  - 3.1.3 third, the Postponed Floating Charges.
- 3.2 The Pension Trustee acknowledges that the only securities which it holds over the assets of the Company are the Priority Standard Securities, relating only to the Property.

- 3.3 For the avoidance of doubt, the ranking in this Clause 3 only relates to the Property and does not affect the ranking of the Postponed Floating Charges in respect of any assets together with the rents and the proceeds thereof in the event of a sale of the whole or any part thereof other than the Property.

#### **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 Pension Trustee and BoS from time to time by Romanes and/or the Company or by any person or company whose obligations to the Pension Trustee or BoS are guaranteed by Romanes and/or the Company.

#### **5 FLUCTUATING ADVANCES**

Notwithstanding the provisions of Section 13 of CFRSA and Sections 464 and 466 of the 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 BoS to either Romanes or the Company have been or shall be drawn out by or debited to either Romanes or the Company, or the deficit under the Scheme increases or decreases and remains outstanding, neither Creditor having any concern over the composition of or fluctuations in the sum or sums due by either Romanes or 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 Act; and
- 6.2 a variation of a standard security within the meaning of Section 16 of CFRSA.

#### **7 EXERCISE OF RIGHTS**

- 7.1 Whilst any sums remain outstanding to the Scheme which are secured by the Priority Standard Securities, BoS undertakes to the Pension Trustee and the Scheme that if any of the following events occurs in respect of either Romanes or the Company:

- 7.1.1 BoS appoints a receiver or an administrator;
- 7.1.2 BoS applies to the Court to appoint a receiver, administrator or liquidator; or
- 7.1.3 BoS exercises its rights on default pursuant to the CFRSA in relation to the Postponed Standard Securities,

then BoS shall notify the Pension Trustee in writing of the occurrence of such an event as soon as reasonably practicable thereafter.

- 7.2 Whilst any sums remain outstanding to BoS which are secured by the Postponed Securities, the Pension Trustee undertakes that if it exercises its rights on default pursuant to the CFRSA in relation to the Priority Standard Securities, then it shall notify BoS in writing as soon as reasonably practicable thereafter.

## **8 COMPENSATION**

Each of the Creditors hereby undertakes to the other that in the event of a liquidator or administrator of either Romanes or the Company or a receiver of all or any part of their 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.

## **9 AUTHORITY TO RELEASE INFORMATION**

- 9.1 During the continuance of each of the Priority Standard Securities and the Postponed Securities, the Pension Trustee and BoS may disclose to each other information concerning either Romanes or the Company (in so far as that information relates to the Securities) and their affairs in such manner and to such extent as the Pension Trustee and BoS may wish and Romanes and the Company consent to such disclosure.
- 9.2 Romanes and the Company agree to give notice promptly to the Pension Trustee upon BoS increasing the limit of any of the loan facilities for the time being granted by BoS to either Romanes or the Company or upon BoS granting Romanes and/or the Company new loan facilities.

## **10 TIME OR INDULGENCE**

Each of the 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 Romanes or the Company without reference to the other 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 Romanes and the Company warrant to each of the Creditors that their assets are not subject to any securities, charges or encumbrances other than the Securities and that they have not agreed to grant, or to acquire any assets subject to, any such securities, charges or encumbrances other than the Securities or in favour of BoS.

- 11.3 Romanes and the Company undertake to each of the Creditors that they shall not grant any security, charge or other encumbrance other than the Securities or such additional security, charge or other encumbrance as requested by BoS in favour of BoS without the prior written consent of each of the Creditors.
- 11.4 Notwithstanding the terms of the Securities, Romanes and the Company shall be obliged to deposit the title deeds to the Property with the Pension Trustee.
- 11.5 Each of the 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 INSURANCE PROCEEDS**

Unless and until the Priority Standard Securities has been discharged, BoS agrees that the proceeds of any insurance policy in respect of the Property shall, notwithstanding any endorsement or notation on any such policy to the contrary, prior to enforcement by the Pension Trustee, be used by Romanes and/or the Company to repay amounts due to the Pension Trustee or, with the prior written consent of the Pension Trustee, in repair and reinstatement or replacement of such property. Romanes and the Company acknowledge by their execution of this Agreement that they have no right, title or interest to enforce this Clause for their own benefit.

### 13.1 Method

## 13.2 Delivery

### 13.3 Address

13.3.1 Company:- Carus House  
201 Dumbarton Road  
Clydebank  
G81 4XJ

Attention: Graham Morrison  
Facsimile: 01383 738 217

13.3.2 Pension Trustee:- 4 Westbank  
Easter Park Drive  
Barnton  
Edinburgh EH4 6SL

Attention: Ian Percy  
Facsimile: 0131 312 6775

13.3.3 BoS:- Level 4  
New Ueberior House  
11 Earl Grey Street  
Edinburgh EH3 9BN

Attention: Thomas Grundy  
Facsimile: 0131 659 1447

Romanes:- Carus House  
201 Dumbarton Road  
Clydebank

G81 4XJ

Attention:  
Facsimile:

Graham Morrison  
01383 738 217

**13.4 Deemed receipt**

Any notice or other communication given by any of the parties to this Agreement shall be deemed to have been received:-

13.4.1 if sent by facsimile, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted;

13.4.2 in the case of a written notice given by hand, on the day of actual delivery; and

13.4.3 if posted, on the second business day following the day on which it was despatched by first class mail postage prepaid;

provided that a notice given in accordance with the above but received on a day which is not a business day or after normal business hours in the place of receipt, shall only be deemed to have been received on the next business day.

**14 PREVIOUS RANKING ARRANGEMENTS**

All previous ranking agreements or ranking provisions insofar as they are inconsistent with the terms of these presents are hereby suspended.

**15 GOVERNING LAW**

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

**16 ROMANES AND THE COMPANY'S ACKNOWLEDGEMENT**

Romanes and the Company, by their execution hereof concur with the whole terms of this Agreement and neither Romanes' nor the Company's consent shall be required to any variation to the terms of this Agreement.



17 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 8 pages are executed as follows:-


ROMANES

SUBSCRIBED for and on behalf of  
the said A. ROMANES & SON  
LIMITED

at EDINBURGH

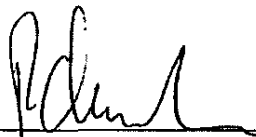
on 6 JUNE 2013

by GRAHAM JOHN PAULOS  
Print Full Name

  
Director

before this witness

PETER MARTIN ANTONY CHAMBERLAIN  
Print Full Name

  
Witness

Address

50 LOTHIAN RD

EDINBURGH

EH3 9WT

**THE COMPANY**

SUBSCRIBED for and on behalf of  
the said CLYDE & FORTH  
PRESS LIMITED

at EDINBURGH

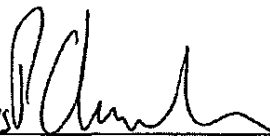
on 6 JUNE 2013

by GRAHAM JOHN FAULDS  
Print Full Name

  
Director

before this witness

PETER MARTIN ANTONY CHAMBERS  
Print Full Name

  
Witness

Address

50 LOTHIAN RD

EDINBURGH

EH2 9WJ

**THE PENSION TRUSTEE**


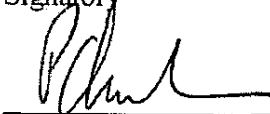
SUBSCRIBED by Sarah-Jane Robertson Phillips, a Director of Burns  
EDINBURGH PAVILL Pension Trustees Limited, on behalf of John  
at 6 JUNE 2013 Pitkeathly Percy Pursuant to Power of Attorney by  
He said John Pitkeathly Percy dated 15 May 201  
on


before this witness

Peter Morton Antony Chalkes  
Print Full Name

Address

50 Colinton Road  
Edinburgh.  
\_\_\_\_\_

  
Signatory  
  
Witness

 WITNESS  
LISA ZHAO  
40 SALTIRE COURT  
20 CASTLE TERRACE  
EDINBURGH  
EH1 2EN

BOS

SUBSCRIBED for and on behalf of  
the said BANK OF SCOTLAND  
PLC

at EDINBURGH

on 7 JUNE 2013

by THOMAS GRUNDY

Print Full Name

Thomas Grundy  
Attorney

Before this witness

LISA ZHAO  
Print Full Name

Lisa Zhao  
Witness Signature

C/O SALTIRE COURT  
Address

20 CASTLE TERRACE

EDINBURGH

EH1 2EN