

# MR01 0572791523

## Particulars of a charge



Companies House

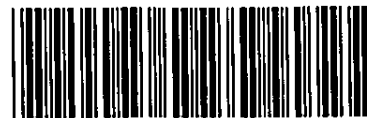


Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR01



\*S5C0PZL7\*

SCT

26/07/2016

#518

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number S C 1 0 2 2 7 8

Company name in full COMPUTER APPLICATION SERVICES LIMITED

For official use

#### → Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 1 0 7 2 0 1 6

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name CAPITAL FOR COLLEAGUES PLC

Name

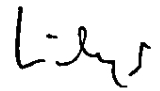
Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

MR01  
Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.  Brief description	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature X  X  This form must be signed by a person with an interest in the charge.	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name  
PETER TWEEDIE

Company name  
LINDSAYS

Address  
CALEDONIAN EXCHANGE

19A CANNING STREET

Post town  
EDINBURGH

County/Region

Postcode  
E H 3 8 H E

Country

DX  
ED25

Telephone



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 102278

Charge code: SC10 2278 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st July 2016 and created by COMPUTER APPLICATION SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2016.

Given at Companies House, Edinburgh on 28th July 2016



**Companies House**




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

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**lindsays**

CERTIFIED A TRUE COPY

  
LINDSAYS  
CALEDONIAN EXCHANGE  
19A CANNING STREET  
EDINBURGH EH3 8HE

**BOND AND FLOATING CHARGE**

granted by

**COMPUTER APPLICATION SERVICES LIMITED**

in favour of

**CAPITAL FOR COLLEAGUES PLC**

Lindsays  
Caledonian Exchange  
19A Canning Street  
Edinburgh  
EH3 8HE

Ref: DR/CA/3631/1

## **BOND AND FLOATING CHARGE**

**granted by**

<b>Name:</b>	Computer Application Services Limited
<b>Company Number:</b>	SC102278
<b>Registered Office:</b>	Mercury House, Research Avenue North, Heriot-Watt Research Park, Edinburgh, Midlothian, EH14 4AP

**("Company")**

**in favour of:**

<b>Name:</b>	Capital For Colleagues PLC
<b>Company Number:</b>	08717989
<b>Registered Office:</b>	9th Floor, 111 Piccadilly, Manchester M1 2HY
<b>Details for Notices:</b>	As Registered Office

**("Creditor")**

**over:**

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

**("Charged Assets")**

**in respect of:**

All present and future obligations and liabilities (including without limitation all sums of principal, interest (including interest on default) 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 Company to the Creditor and in whatever manner.

**("the Secured Liabilities")**

**Other defined terms used in this Bond and Floating Charge are as set out in Clause 23.**

## **1. Undertaking to Pay Secured Liabilities**

The Company:

- 1.1 undertakes to pay and discharge the Secured Liabilities to the Creditor or as the Creditor may direct:
  - 1.1.1 on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same; and
  - 1.1.2 agrees that if it shall fail to pay any part of the Secured Liabilities when due then such amount shall bear interest (after as well as before decree and payable on demand) at the rate specified in any agreement constituting the Secured Liabilities, which failing 4% over the Bank of England Base Rate as it may vary from time to time from the due date until paid in full;
  - 1.1.3 in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Creditor;
- 1.2 agrees with the Creditor that a certificate signed by or on behalf of the Creditor as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Company.

## **2. Floating Charge**

- 2.1 The Company as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Creditor floating charge over the Charged Assets.
- 2.2 The floating charge granted by the Company pursuant to Clause 2.1 is intended to be a qualifying floating charge as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986 (inserted by Section 248 of and Schedule 16 to the Enterprise Act 2002).

## **3. Ranking**

The Company undertakes to the Creditor that except as permitted by the terms of Clause 4.1 no Encumbrance shall rank in priority to or equally with or postponed to the Encumbrance created by this Charge.

## **4. Negative Pledge**

The Company undertakes to the Creditor that it will not:

- 4.1 except for a Permitted Encumbrance create or allow to subsist any Encumbrance. In the event that the Company creates any Encumbrance in breach of this prohibition, this Charge shall rank in priority to that Encumbrance; and
- 4.2 dispose of all or any of the Charged Assets or its interest in them otherwise than in the ordinary course of business.

## **5. Appointment of Administrator**

- 5.1 This Charge shall become enforceable upon and at any time after the occurrence of any of the following events:

- 5.1.1 if the Company fails to pay on demand any or all of the Secured Liabilities in accordance with Clause 1;
  - 5.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
  - 5.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer to the Company or any part of its undertaking or assets; and/or
  - 5.1.4 the making of a request by the Company for the appointment of an administrator.
- 5.2 If any Charged Assets are Financial Collateral (which includes but is not limited to funds held in a bank account and shares) and are subject to a Security Financial Collateral Arrangement created by this Charge:
- 5.2.1 the Creditor shall have the right after this Charge becomes enforceable, to apply all or any part of those Charged Assets in or towards the payment or discharge of the Secured Liabilities;
  - 5.2.2 the value of Charged Assets applied under this Clause 5.2 will be the value of those Charged Assets (as listed on any recognised market index, or determined by such other method as the Creditor may select) when the Creditor's right to apply them is used;
  - 5.2.3 the Company agrees that any Charged Assets which are Financial Collateral may at the Creditor's option be held or designated so as to be under the control of the Creditor for all purposes of the Financial Collateral Regulations.
- 5.3 At any time after this Charge has become enforceable, the Creditor may appoint any one or more persons to be administrator of the Company in accordance with and to the extent permitted by applicable laws.
- 5.4 At any time after this Charge becomes enforceable, the Creditor may redeem any prior Encumbrance in respect of all or any of the Charged Assets or procure the transfer of them to itself and may settle the accounts of the prior encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Company. All money paid by the Creditor to the encumbrancer in accordance with such accounts shall form part of the Secured Liabilities and shall bear interest at the rate specified in any agreement constituting the Secured Liabilities, which failing 4% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly.

## **6. Covenants and Further Assurance**

- 6.1 The Company shall not without the prior written consent of the Creditor:
  - 6.1.1 deal with book or other debts or securities forming part of the Charged Assets otherwise than in the ordinary course of getting in and realising the same, which shall not include or extend to selling or assigning or in any other way factoring or discounting any of them;
  - 6.1.2 pull down or remove the whole or any part of any buildings forming part of the Charged Assets or sever or unfix or remove any of the fixtures attaching



to them nor (except for the purposes of effecting necessary repairs or of replacing any of them with new or improved models or substitutes) remove any of the plant and machinery belonging to or used by the Company and the Company shall whenever any of that plant and machinery is destroyed or damaged or deteriorates, immediately reinstate the same unless the Creditor agrees otherwise;

- 6.1.3 grant or agree to grant any tenancy or licence affecting all or any of the Charged Assets or grant or agree to grant a lease of, or accept a surrender of a lease or tenancy of, all or any part of them;
- 6.1.4 become cautioner, guarantor or surety for any person, firm or company;
- 6.1.5 undertake any obligation to any third party which results in the Company's rights to recover or take payment of any monies due or which may become due to the Company from any one of its debtors being postponed or subordinated to the claims of such third party; and/or
- 6.1.6 cause or permit to be done anything which may in any way jeopardise or otherwise prejudice to a material extent the value or marketability of any of the Charged Assets.

6.2 The Company shall:

- 6.2.1 if and when required by the Creditor, grant in its favour or as the Creditor shall direct, such fixed or specific security or charge over all or any of the Charged Assets as the Creditor may require;
- 6.2.2 promptly notify the Creditor of its acquisition of any heritable, freehold or leasehold property
- 6.2.3 at all times keep the Charged Assets in good repair, having regard to their age and condition;
- 6.2.4 insure the Charged Assets and keep them insured or procure that they are insured or kept insured with a reputable insurance company against loss or damage by fire and such other risks as the Creditor from time to time may require, to their full replacement value and produce if required to do so by the Creditor all receipts for the current premiums and, failing payment of any premium, the Creditor may at the Company's expense effect or renew any such insurance as the Creditor shall see fit;
- 6.2.5 notify the Creditor immediately in the event of any creditor executing diligence against the Company (whether effectual or not) or any distress or execution being levied or enforced against the Company or any third party debt order or freezing order being made and served on the Company;
- 6.2.6 notify the Creditor immediately if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the liquidation, administration, receivership, winding-up or dissolution of the Company;
- 6.2.7 maintain its centre of main interests (COMI) in the United Kingdom for the purposes of the Council Regulation (EC) No. 1346/2000 on Insolvency Proceedings; and
- 6.2.8 sign and effect all documents, assurances and matters as the Creditor may reasonably require for perfecting the security intended to be created by this Charge and for facilitating the realisation of the Charged Assets.

## **7. Creditor's Right to Perform Company's Obligations**

- 7.1 If the Company fails to perform any obligations imposed upon it by this Charge the Creditor may but is not obliged to take such steps as in its opinion may be required to remedy such failure including making any payment and for that purpose the Creditor and its agents may enter upon any of the Charged Assets without being deemed to have entered into possession of the Charged Assets.
- 7.2 The Company shall indemnify the Creditor from and against any sums expended by the Creditor pursuant to Clause 7.1.
- 7.3 All amounts payable under Clause 7.2 shall bear interest at 6% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly.

## **8. Information Disclosure**

The Company authorises the Creditor to disclose information about the Company, this Charge, the Charged Assets and the Secured Liabilities to:

- 8.1 any party to whom the Creditor has assigned or transferred or intends to assign or transfer its rights under this Charge;
- 8.2 any other person if required by law to do so; and/or
- 8.3 the Creditor's auditors, advisors, applicable regulatory authorities, rating agencies and investors.

## **9. Preservation of Rights**

This Charge, the security constituted by this Charge and the rights, powers, remedies and discretions conferred by this Charge shall not be discharged, impaired or otherwise affected by:

- 9.1 any legal limitation, disability, incapacity or other similar circumstance relating to the Company; and/or
- 9.2 any act or omission or other circumstances which but for this provision might operate to release the Company from its obligations in respect of the Secured Liabilities, in whole or in part.

## **10. Rights Under this Charge**

This Charge, the security constituted by this Charge and the rights, powers, remedies and discretions conferred by this Charge:

- 10.1 shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by any collateral or other security, right, remedy or power whether at law or otherwise which the Creditor may now or at any time after the date of this Charge have or hold for all or any part of the Secured Liabilities or by any such collateral or other security, right, remedy or power becoming wholly or in part void or voidable or unenforceable or by the failure to perfect or enforce any such collateral or other security, right, remedy or power; and
- 10.2 may be enforced or exercised without the Creditor first having taken action or obtained decree against the Company, filed any claim to rank in the winding up or liquidation of the Company or having enforced or sought to enforce any other collateral, security, right, remedy or power whether at law or otherwise.

**11. Continuing Security**

The security constituted by this Charge shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

**12. Notice of Subsequent Encumbrances**

If the Creditor receives or is deemed to have received notice of any subsequent Encumbrance or other interest affecting any part of the Charged Assets and/or proceeds of sale or realisation of the Charged Assets the Creditor may open a new account or accounts for the Company in its books and if the Creditor does not do so then, unless the Creditor gives express written notice to the contrary to the Company as from the time of receipt or deemed receipt of such notice by the Creditor all payments made by the Company to the Creditor shall notwithstanding any appropriation by the Company to the contrary be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities.

**13. Suspense Accounts**

All monies received by the Creditor under this Charge may at the discretion of the Creditor be credited to a suspense account and may be held in such account for so long as the Creditor shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

**14. Discharge and Avoidance of Payments**

Any settlement or discharge between the Company and the Creditor shall be conditional upon no security or payment granted or made to the Creditor by the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Creditor) the Creditor shall be entitled to recover from the Company the value or amount of such security or payment from the Company or to enforce this Charge to the full extent of the Secured Liabilities as if such settlement or discharge had not occurred.

**15. Remedies, Waivers and Consents**

15.1 No failure or delay by the Creditor in exercising any right, remedy or power under this Charge shall operate as a waiver and no single or partial exercise shall prevent further exercise of any right, remedy or power.

15.2 Any waiver and any consent by the Creditor under this Charge must be in writing to be effective and may be given subject to such conditions as the Creditor thinks fit.

**16. Partial Invalidity**

16.1 Each provision of this Charge will be valid and enforceable to the fullest extent permitted by law.

16.2 If any provision of this Charge shall to any extent be invalid or unenforceable the validity and enforceability of the remaining provisions of this Charge 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 Creditor consents in writing to such modification.

**17. Power of Attorney**

17.1 The Company irrevocably appoints the Creditor and also as a separate appointment the Administrator severally as its attorney and attorneys with full power to delegate for the Company and on its behalf, in its name and as its act and deed or otherwise to

execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to this Charge or any perfection, protection or enforcement action in connection therewith.

- 17.2 The Company hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Creditor or the Administrator the actions of an attorney appointed under Clause 17.1.

**18. Costs and Expenses**

- 18.1 The Company shall pay, on a full indemnity basis, costs, charges, expenses and liabilities incurred by the Creditor (including without limitation all amounts determined by the Creditor to be necessary to compensate it for internal management or administration costs, charges and expenses up to a maximum of £500) or to be incurred by the Creditor or any attorney, manager, agent or other person appointed by the Creditor in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignment, release or discharge of this Charge or actions, proceedings or claims in respect of this Charge or the Charged Assets which costs, charges and expenses shall form part of the Secured Liabilities.

- 18.2 All amounts payable under Clause 18.1 shall bear interest at 6% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly.

**19. Currency**

- 19.1 The Creditor may convert any monies received under this Charge from their existing currency of denomination into such other currency or denomination as the Creditor may think fit.
- 19.2 Any such conversion shall be effected at the Bank of England's then prevailing spot selling rate of exchange for such other currency against the existing currency as conclusively determined by the Creditor.

**20. Rights to Assign**

- 20.1 The Creditor may assign all or any of its rights under this Charge to any party to which it is entitled to assign its right to payment of the Secured Liabilities.
- 20.2 The Company may not assign any of its rights or transfer any of its rights or obligations under this Charge without the prior written consent of the Creditor.

**21. Communications**

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

- 21.1 will be in writing (which does not include by fax or email);
- 21.2 will be sent to the registered office of the recipient or the address most recently designated for this purpose by the recipient;
- 21.3 will be effective when left at, or two Business Days after it is posted to, the relevant address.

## **22. Registration**

The Company consents to the registration for preservation and execution of this Charge and of any certificate referred to in Clause 1.2 in the Books of Council and Session.

## **23. Interpretation**

In this Charge:

23.1 **"Administrator"** means an administrator of the Company appointed pursuant to 5.3, which expression shall, where necessary include any person substituted as administrator of the Company;

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

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

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

**"Financial Collateral"** has the meaning given to that expression in the Financial Collateral Regulations;

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226);

**"Permitted Encumbrances"** means:

- (a) a fixed security in favour of the Creditor;
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Company; and/or
- (c) an Encumbrance consented to in writing by the Creditor;

**"Security Financial Collateral Arrangements"** shall have the meaning given to that expression in the Financial Collateral Regulations;

**"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;

23.2 without prejudice to any requirement to procure consent to the same the expressions "Company" and "Creditor" include their successors, assignees and transferees;

23.3 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; and

23.4 references to a "fixed security" means in relation to any property of a company, any security other than a floating charge or a charge having the nature of a floating charge, which on the winding up of such company in Scotland would be treated as an effective security over that property and (without prejudice to that generality) includes a security over that property being a heritable security within the meaning of section 9(8) of the Conveyancing and Feudal Reform (Scotland) Act 1970.

**24. Governing Law and Submission to Jurisdiction**

24.1 The governing law of this Charge is the law of Scotland.

24.2 The Company irrevocably:

24.2.1 submits to the jurisdiction of the Courts of Scotland; and

24.2.2 agrees that nothing in Clause 24.2.1 prevents the Creditor or Administrator taking proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude the Creditor or Administrator taking proceedings in any other jurisdiction.

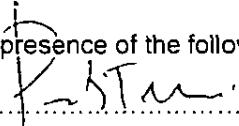
**IN WITNESS WHEREOF** these presents typewritten on this and the preceding 8 pages, are executed as follows:-

Executed for and on behalf of  
**COMPUTER APPLICATION SERVICES LIMITED**

at Edinburgh  
on 21<sup>st</sup> July 2016 2016  
by KENNETH KAISMITZ  
Director

  
Director

in the presence of the following witness-

  
Full Name  
Peter David Twinn  
Address  
19A CANNING STREET  
Edinburgh

**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.**