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CHWP000

COMPANIES FORM No. 466(Scot)

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

466

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

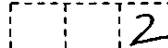
Pursuant to section 410 and 466 of the Companies Act 1985

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



SC312966

Name of company

* GRAHAMS THE FAMILY DAIRY LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

13 March 2014

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

The Royal Bank of Scotland plc

Short particulars of all the property charged

All its property, undertaking, assets (including uncalled capital) and rights owned now or in the future.

Capitalised terms appearing in this Form 466 and papers apart and not otherwise defined shall have
the meanings ascribed to them under the heading "DEFINED TERMS" in Paper Apart Two.

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

BS.ACG.ROY53.98.21073893
Brodies LLP, 15 Atholl Crescent,
Edinburgh EH3 8HA
United Kingdom
DX ED10 Tel: 0131 656 0036

For official use (02/06)

Charges Section

WEDNESDAY



SCT

"S34079BC"
19/03/2014
COMPANIES HOUSE

#30

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

See Paper Apart One

*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

Ranking Agreement dated 13 March 2014 (the "Ranking Agreement")

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

N/A

Short particulars of any property released from the floating charge

N/A

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

N/A

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

*Please do not
write in
this margin*

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

See Paper Apart Two

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*

Signed *James Stewart for Gutteries LLP* Date 18 March 2014
On behalf of ~~[company]~~ [chargee]

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

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. ☐ delete as appropriate
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, 139 Fountainbridge, Edinburgh EH3 9FF
DX 235 Edinburgh or LP - 4 Edinburgh 2

**PAPERS APART TO FORM 466 IN RESPECT OF GRAHAMS THE FAMILY DAIRY LIMITED
(COMPANY NUMBER SC312966)**

PAPER APART ONE

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

Ranking Agreement among:

THE ROYAL BANK OF SCOTLAND PLC whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB (RBS);

RBS INVOICE FINANCE LIMITED whose registered office is at Smith House, PO Box 50, Elmwood Avenue, Feltham, Middlesex TW13 7QH (RBSIF);

GRAHAMS THE FAMILY DAIRY LIMITED company number SC312966 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW (GFD);

GRAHAMS THE FAMILY DAIRY GROUP LIMITED company number SC317473 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW (GFDG);

GRAHAMS THE FAMILY DAIRY (PROPERTY) LIMITED company number SC230963 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW (GFD Property);

GRAHAMS THE FAMILY DAIRY (PROCESSING) LIMITED company number SC311872 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW (GFD Processing);

GRAHAM'S DAIRIES LIMITED company number SC175339 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW (GDL); and

CLAYMORE DAIRIES LIMITED company number SC371390 whose registered office is at Site 1 (A) & (B), Balmakeith Industrial Estate Forres Road, Nairn, IV12 5QW (CDL).

PAPER APART THREE

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. The Security Holders agree that all receipts recoveries and realisations arising from the enforcement of the Securities in respect of the Book Debts shall be applied in the following order:
 - a. first in discharging the Obligations to RBSIF; and
 - b. secondly in discharging the Obligations to RBS

and RBSIF's Security shall in respect of Book Debts rank in priority to RBS's Security without limit as continuing security.

2. The Security Holders agree that all receipts recoveries and realisations arising from the enforcement of the Securities in respect of all other property and assets of the Obligors shall be applied in the following order:

- a. first in discharging the Obligations to RBS; and
- b. secondly in discharging the Obligations to RBSIF

and RBS's Security shall in respect of all other assets of the Obligors rank in priority to the RBSIF's Security without limit as continuing security.

DEFINED TERMS

Capitalised terms appearing in this Form 466 and paper apart and not otherwise defined shall have the following meanings:

"Book Debts" means all debts now or in future due to GFD.

"Obligations" means All and each the Obligor's liabilities of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including commission banking charges discounting charges interest and expenses.

"Obligors" means each of GFD, GFDG, GFD Property, GFD Processing, GDL and CDL.

"RBSIF's Floating Charges" means:

- i. The floating charge created on 13 March 2014 granted by the GFD to RBSIF which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986; and
- ii. The floating charges created on 13 March 2014 granted by each Obligor to the RBSIF which are qualifying floating charges within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

"RBS's Floating Charges" means:

- i. The floating charge created on 13 March 2014 granted by the GFD to RBS which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986; and
- ii. The floating charges created on 13 March 2014 granted by each Obligor to RBS which are qualifying floating charges within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

"RBSIF's Security" means RBSIF's Floating Charges and any other fixed or floating charge granted by the Obligors to RBSIF

"RBS's Security" means RBS's Standard Securities and RBS's Floating Charges and any other fixed or floating charge granted by the Obligors to RBS.

"RBS's Standard Securities" means:

- i. standard security by Grahams The Family Dairy (Property) Limited in favour of RBS dated 13 March 2014 registered or to be registered in the General Register of Sasines over ALL and WHOLE the tenant's interest in a lease between The Highland Regional Council and The North of Scotland Milk Marketing Board dated 9 January and 14 February and recorded in the Division of the General Register of Sasines for the County of Nairn on 23 February 1990 as amended by (1) Minute of Variation of Lease between The Highland Regional Council and The North of Scotland Milk Marketing Board recorded in the said Division of the General Register of Sasines on 30 January 1991; (2) Agreement between the Highland Regional Council and The North of Scotland Milk Marketing Board recorded in the said Division of the General Register of Sasines on 14 December 1993; and (3) Minute of Amendment of Lease between The Highland Council and the North Milk Co-operative Limited 5 April and 17 November 2000 and recorded in the said Division of the General Register of Sasines on 25 June 2002 in respect of land being 1.747 hectares at Balmakeith Industrial Estate, Nairn; and
- ii. standard security by Graham's Dairies Limited in favour of RBS dated 13 March 2014 registered or to be registered in the Land Register of Scotland over ALL and WHOLE the subjects at Deanhead Dairy, Burnside, Inverkeithing, being the whole subjects registered in the Land Register of Scotland under Title Number FFE78773.

"Securities" means RBS's Security and RBSIF's Security together and Security means either of them.

"Security Holders" means RBS and RBSIF and Security Holder means either of them.



FILE COPY

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

COMPANY NO. 312966
CHARGE CODE SC31 2966 0002

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 13 MARCH 2014 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 19 MARCH 2014

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 13
MARCH 2014

BY GRAHAMS THE FAMILY DAIRY LIMITED

IN FAVOUR OF
THE ROYAL BANK OF SCOTLAND PLC

GIVEN AT COMPANIES HOUSE, EDINBURGH 21 MARCH 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED A TRUE COPY SAVE FOR THE MATERIAL
REDACTED PURSUANT TO S859G OF THE COMPANIES
ACT 2006 *Bue Step for Graham's LLP*

This Ranking Agreement between

THE ROYAL BANK OF SCOTLAND PLC whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB;

RBS INVOICE FINANCE LIMITED whose registered office is at Smith House, PO Box 50, Elmwood Avenue, Feltham, Middlesex TW13 7QH;

THE GRAHAMS FAMILY DAIRY LIMITED company number SC312966 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW;

GRAHAMS THE FAMILY DAIRY GROUP LIMITED company number SC317473 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW;

GRAHAMS THE FAMILY DAIRY (PROPERTY) LIMITED company number SC230963 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW;

GRAHAMS THE FAMILY DAIRY (PROCESSING) LIMITED company number SC311872 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW;

GRAHAMS DAIRIES LIMITED company number SC175339 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW; and

CLAYMORE DAIRIES LIMITED company number SC371390 whose registered office is at Site 1 (A) & (B), Balmakeith Industrial Estate Forres Road, Nairn, IV12 5QW.

IT IS HEREBY AGREED that

Definitions

Administrator	has the same meaning as in Schedule B1 to the Insolvency Act 1986
Agreement	(i) Any agreement for the purchase of debts between RBSIF and the Client and (ii) any agreement for the purchase of debts between RBSIF, the Client and others
Book Debts	All debts now or in future due to the Client.
Client	The Grahams Family Dairy Limited Company Number SC312966 whose registered office is at Airthrey Kerse Farm, Henderson Street, Bridge of Allan, Stirlingshire, FK9 4RW
Obligations	All and each the Obligor's liabilities of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including commission banking charges discounting charges interest and expenses
Debt	shall have the same meaning as in the Agreement
Lender	The Royal Bank of Scotland plc Company Number SC090312 whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB
Lender's Floating Charges	(i) The floating charge created on 13 March 2014 granted by the Client to the Lender which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986; and (ii) The floating charges created on 13 March 2014 granted by each Obligor to the Lender which are qualifying floating charges within

the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

Lender's Security

The Lender's Standard Securities and the Lender's Floating Charges and any other fixed or floating charge granted by the Obligors to the Lender.

Lender's Standard Securities

- (i) standard security by Grahams The Family Dairy (Property) Limited in favour of the Lender dated 13 March 2014 registered or to be registered in the General Register of Sasines over ALL and WHOLE the tenant's interest in a lease between The Highland Regional Council and The North of Scotland Milk Marketing Board dated 9 January and 14 February and recorded in the Division of the General Register of Sasines for the County of Nairn on 23 February 1990 as amended by (1) Minute of Variation of Lease between The Highland Regional Council and The North of Scotland Milk Marketing Board recorded in the said Division of the General Register of Sasines on 30 January 1991; (2) Agreement between the Highland Regional Council and The North of Scotland Milk Marketing Board recorded in the said Division of the General Register of Sasines on 14 December 1993; and (3) Minute of Amendment of Lease between The Highland Council and the North Milk Co-operative Limited 5 April and 17 November 2000 and recorded in the said Division of the General Register of Sasines on 25 June 2002 in respect of land being 1.747 hectares at Balmakeith Industrial Estate, Nairn; and
- (ii) standard security by Graham's Dairies Limited in favour of the Lender dated 13 March 2014 registered or to be registered in the Land Register of Scotland over ALL and WHOLE the subjects at Deanhead Dairy, Burnside, Inverkeithing, being the whole subjects registered in the Land Register of Scotland under Title Number FFE78773.

Obligors

Each of (i) the Client and (ii) Grahams The Family Dairy Group Limited (Company Number SC317473), Grahams The Family Dairy (Property) Limited (Company Number SC230963), Grahams The Family Dairy (Processing) Limited (Company Number SC311872), Grahams Dairies Limited (Company Number SC175339) and Claymore Dairies Limited (Company Number SC371390).

RBSIF

RBS Invoice Finance Limited Company Number 00662221 whose registered office is at Smith House, P O Box 50, Elmwood Avenue, Feltham, Middlesex TW13 7QD

RBSIF's Floating Charges

- (i) The floating charge created on 13 March 2014 granted by the Client to RBSIF which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986; and
- (ii) The floating charges created on 13 March 2014 granted by each Obligor to the RBSIF which are qualifying floating charges within

the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986

RBSIF's Security	RBSIF's Floating Charges and any other fixed or floating charge granted by the Obligors to RBSIF
Receiver	includes a receiver or a manager or a receiver and manager or an administrative receiver as defined in Section 70 of the Insolvency Act 1986 or a receiver of part only of the property or assets of the Client or a receiver only of the income arising from any part of the property or assets of an Obligor
Securities	The Lender's Security and RBSIF's Security together and Security means either of them
Security Holders	The Lender and RBSIF and Security Holder means either of them
Trust Account	Any bank account in the name of the Client designated in trust for RBSIF for the purposes of the Agreement

Consents

- 1.1 **Each** of the Security Holders consents to the creation and continuance of the Securities
- 1.2 **The** Lender consents to the Client's entry into the Agreement and the assignation of Debts by the Client to RBSIF under the Agreement and agrees that Debts which vest in RBSIF under the Agreement (whether by way of assignation, holding in trust or otherwise) are released from the Lender's Security
- 1.3 **The** Lender consents to the Client opening a Trust Account and agrees that the Client shall not be entitled to withdraw funds from such account other than by payment to RBSIF

Ranking agreement

- 2.1 **The** Security Holders agree that all receipts recoveries and realisations arising from the enforcement of the Securities in respect of the Book Debts shall be applied in the following order:
 - 2.1.1 first in discharging the Obligations to RBSIF; and
 - 2.1.2 secondly in discharging the Obligations to the Lender

and RBSIF's Security shall in respect of Book Debts rank in priority to the Lender's Security without limit as continuing security.
- 2.2 **The** Security Holders agree that all receipts recoveries and realisations arising from the enforcement of the Securities in respect of all other property and assets of the Obligors shall be applied in the following order:
 - 2.2.1 first in discharging the Obligations to the Lender; and
 - 2.2.2 secondly in discharging the Obligations to RBSIF

and the Lender's Security shall in respect of all other assets of the Obligors rank in priority to the RBSIF's Security without limit as continuing security.
- 2.3 **The** amount of any receiver's remuneration and all amounts ranking by statute for payment in priority to amounts secured by the Securities shall be deducted from the receipts recoveries and realisations under the relevant Security prior to their application pursuant to clauses 2.1 and 2.2.

- 2.4 **Each** of the parties to this deed agrees that the proceeds of any Debt whenever created constitute a realisation of a Debt payable to RBSIF and such proceeds are not a realisation of any other asset of the Client
- 2.5 **RBSIF** and the Lender will hold in trust any money received pursuant to RBSIF's Security or the Lender's Security to give effect to the priorities contained in this deed

Assignment

- 3.1 **The** Lender undertakes not to assign or transfer the Lender's Security to any other person without first procuring that this person enters into a deed with RBSIF on substantially the same terms as this deed
- 3.2 **RBSIF** undertakes not to assign or transfer RBSIF's Security to any other person without first procuring that this person enters into a deed with the Lender on substantially the same terms as this deed

Enforcement

- 4.1 **Subject** to RBSIF and the Lender being entitled to take independent action without notice or consultation where either of them considers it necessary to do so RBSIF and the Lender agree that if either of them intends to enforce RBSIF's Security or the Lender's Security respectively that party will give notice of its intention to the other of them prior to taking such action and RBSIF and the Lender shall consult with each other regarding the appointment of a suitable person as Receiver or Administrator pursuant to RBSIF's Security and the Lender's Security
- 4.2 **If** RBSIF or the Lender takes independent action without such notice or consultation it will forthwith give written notice to the other of the action so taken
- 4.3 **If** either Security Holder shall have in its possession any books or records of the Obligors it will provide such access to those books and records as may reasonably be required by any Administrator or Receiver appointed by the other Security Holder

Operation of accounts

- 5.1 **Without** prejudice to clause 1.3 nothing in this deed or in RBSIF's Security shall prevent the Lender operating the bank accounts of the Obligors in the ordinary course of banking business
- 5.2 **RBSIF** agrees not to bring a claim against the Lender for payment of the proceeds of any Debt which is credited to an account of the Client with the Lender (other than any Trust Account) unless:
- 5.2.1 prior to the Lender's receipt of such proceeds the Lender has received written notice from RBSIF that a specified sum of money belongs to RBSIF; or
- 5.2.2 the Lender has procured payment to itself of a Debt which the Lender knew should have been paid to RBSIF
- in which case the amount received by the Lender in respect of any Debts shall be promptly paid by the Lender to RBSIF and pending such payment shall be held by the Lender on trust for RBSIF

Continuing Security

- 6.1 **The** Securities shall be continuing securities for repayment to RBSIF and the Lender of the monies and liabilities which they secure
- 6.2 **Neither** the Securities nor the priorities contained in this deed shall be affected by any fluctuations in the amount from time to time owing or incurred by an Obligor on any account to any Security Holder or by the existence at any time of a nil or credit balance on any such account of the relevant Obligor with either Security Holder

Waiver of confidentiality

- 7.1 **The** Obligors agree that RBSIF and the Lender may disclose to each other from time to time any information as they possess concerning the business property liabilities affairs and accounts of the Client

Floating charges

- 8.1 **For** the purposes of the Insolvency Act 1986 the Lender confirms for the benefit of RBSIF that RBSIF's Floating Charges shall have priority over the Lender's Floating Charges notwithstanding the date of creation of such floating charges
- 8.2 **Without** prejudice to the priority accorded to RBSIF's Floating Charges by clause 8.1 of this deed and insofar as the Lender's Floating Charges is a prior floating charge (notwithstanding clause 8.1 of this deed) within the meaning of paragraph 15 of Schedule B1 to the Insolvency Act 1986 the Lender hereby irrevocably waives its right to receive any notice that RBSIF may be obliged to give of its intention to appoint an Administrator in accordance with that paragraph and consents to the appointment of an Administrator by RBSIF
- 8.3 **Nothing** contained in this deed shall operate to rank any floating charge contained in the Securities before any fixed charge contained in the Securities
- 8.4 **The** Lender's Floating Charges and RBSIF's Floating Charges are hereby varied to the extent specified in this Ranking Agreement and this Ranking Agreement so far as affecting the Lender's Floating Charges and RBSIF's Floating Charges shall be construed and receive effect as an Instrument of Alteration of the said Floating Charges within the meaning of Section 466 of the Companies Act 1985
- 8.5 **The** Lender's Standard Securities are hereby varied to extent specified in this Ranking Agreement and this Ranking Agreement so far as affecting the Lender's Standard Securities shall be construed and receive effect as variations of each of the Lender's Standard Securities within the meaning of Section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970
- 8.6 **Notwithstanding** the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970 or any other rule of law which might operate to the contrary effect, the provisions of Clause 2 as to priority and ranking of the Securities shall be valid and effective irrespective of the dates or times at which the Securities were executed or constituted or registered and irrespective of the dates on which sums have been or may be advanced to or otherwise drawn by the Obligors, none of the other parties hereto having any concern with the composition of or fluctuations in the sums due to the Lender or RBSIF.

Notices

- 9.1 **Any** notice by RBSIF may be sent by post or fax or delivered to the Lender at its registered office
- 9.2 **Any** notice by the Lender may be sent by post or delivered to RBSIF at its registered office
- 9.3 **A** notice by RBSIF or the Lender by first class post shall be deemed served on the next working day after posting
- 9.4 **A** notice by RBSIF by fax shall be deemed served at the time of sending

Rights

- 10.1 **None** of the obligations of the Security Holders under this deed is given to or for the benefit of any of the Obligors or shall be enforceable by any of the Obligors

Governing law

- 11.1 **The** laws of Scotland govern this deed and any non-contractual obligations arising in relation to it
- 11.2 **The** parties agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim relating to this deed (including non-contractual disputes or claims) and that a judgment in any

proceedings in connection with this deed in those courts will be conclusive and binding on the parties and may be enforced against the parties in the courts of any other jurisdiction

Interpretation

- 12.1 The expressions "RBSIF" "Lender" and "Security Holder" where the context admits include their respective successors and assignees
- 12.2 The expressions "RBSIF's Security" "Lender's Security" and "Securities" include any substituted or further security taken at any time by RBSIF or the Lender respectively from any of the Obligor but do not include any security which RBSIF or the Lender may take from any third party
- 12.3 Any reference in this deed to any statute or section of any statute shall be treated as a reference to such statute or section as re-enacted amended extended or replaced from time to time

In Witness of which this deed consisting of this and the five preceding pages has been executed as follows:

THE ROYAL BANK OF SCOTLAND PLC

GRAHAM SIMPSON

signature of

~~authorised signatory~~/witness

[REDACTED]

full name of above (print)

24 ST ANDREW SQUARE

EDINBURGH

Address of witness

signature of

authorised signatory

JOHN MILLS.

full name of above (print)

13/3/14.

date of signing

EDINBURGH

place of signing


RBS INVOICE FINANCE LIMITED


signature of
authorised signatory/witness

BRUCE STEPHEN
full name of above (print)

15 ATHOLL CRESCENT
EDINBURGH

Address of witness


signature of
authorised signatory

DAVID DUNLOP HUNTER
full name of above (print)

13 MARCH 2014
date of signing

EDINBURGH
place of signing

THE GRAHAMS FAMILY DAIRY LIMITED


signature of
~~director~~/witness

BRUCE STEPHEN
full name of above (print)

15 ATHOLL CRESCENT
EDINBURGH

Address of witness



signature of
director

ROBERT BISHOP GRAHAM
full name of above (print)

13 MARCH 2014
date of signing

EDINBURGH
place of signing


GRAHAMS THE FAMILY DAIRY GROUP LIMITED


signature of
~~director~~/witness

BRUCE STEPHEN
full name of above (print)

15 ATHOLL CRESCENT
EDINBURGH

Address of witness


signature of
director

ROBERT BISHOP GRAHAM
full name of above (print)

13 MARCH 2014
date of signing

EDINBURGH
place of signing

GRAHAMS THE FAMILY DAIRY (PROPERTY) LIMITED

signature of
~~director/witness~~

BRUCE STEPHEN
 full name of above (print)

15 ATHOLL CRESCENT
 EDINBURGH

Address of witness

signature of
 director

ROBERT BISHOP GRAHAM
 full name of above (print)

13 MARCH 2014
 date of signing

EDINBURGH
 place of signing

GRAHAMS THE FAMILY DAIRY (PROCESSING) LIMITED

signature of
~~director/witness~~

BRUCE STEPHEN
 full name of above (print)

15 ATHOLL CRESCENT
 EDINBURGH

Address of witness

signature of
 director

ROBERT BISHOP GRAHAM
 full name of above (print)

13 MARCH 2014
 date of signing

EDINBURGH
 place of signing

GRAHAMS DAIRIES LIMITED

signature of
~~director/witness~~

BRUCE STEPHEN
 full name of above (print)

15 ATHOLL CRESCENT
 EDINBURGH

Address of witness

signature of
 director

ROBERT BISHOP GRAHAM
 full name of above (print)

13 MARCH 2014
 date of signing

EDINBURGH
 place of signing

CLAYMORE DAIRIES LIMITED

9

GRAHAM SIMPSON

signature of
director/witness

full name of above (print)

24 ST ANDREW SQUARE
EDINBURGH

Address of witness

signature of
director

ROBERT BISHOP GRAHAM

full name of above (print)

13 MARCH 2014

date of signing

EDINBURGH

place of signing