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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

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 5)

For official use

Company number

57

SC030186

Name of company

* FARMFOODS LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

21 SEPTEMBER 2020

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

LOMBARD NORTH CENTRAL PLC (the "Lender"), (Company Number 337004),

Short particulars of all the property charged

Undertaking and all property and assets present and future of the company including uncalled capital.

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

Graeme Heaton
Lombard North Central Plc
Trouville
Wellbrook Hill
Mayfield TN20 6HJ

For official use (02/06)

Charges Section

Post room



SCT

COMPANIES HOUSE

#54

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

Please see Paper Apart.

*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

Please see Paper Apart.

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

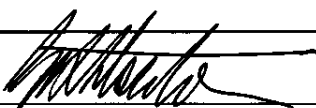
N/A

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***

Please see Paper Apart.

Signed 

Date 30 September 2020

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. ☐ delete as appropriate
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. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

This is a Paper Apart relating to the Form 466 submitted in respect of the Floating Charge granted by FARMFOODS LIMITED in favour of LOMBARD NORTH CENTRAL PLC dated 21 September 2020

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

THE ROYAL BANK OF SCOTLAND PLC, Company Number SC83026, having its Registered Office at 36 St Andrew Square, Edinburgh, EH22YB (the "Bank")

LOMBARD NORTH CENTRAL PLC, Company Number 337004, having its Registered Office at 250 Bishopsgate, London, EC2M 4AA (the "Lender")

FARMFOODS LIMITED, incorporated under the Companies Acts, Company Number SC030186, and having its Registered Office at 7 Greens Road, Blairlinn, Cumbernauld, G67 2TU (the "Customer")

Date(s) of execution of the instrument of alteration

DATE OF DELIVERY – 9 September 2020

THE ROYAL BANK OF SCOTLAND PLC – 3 September 2020

LOMBARD NORTH CENTRAL PLC – 1 September 2020

FARMFOODS LIMITED – 27 August 2020

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

Clause 3 of the instrument of alteration;

3 Ranking

The Parties agree that the Securities shall rank in the following order of priority:

3.1 the Bank's Floating Charge to the extent of the Bank's Priority; and

3.2 the Lender's Floating Charge to the extent of the Lender's Priority.

DEFINITIONS AND INTERPRETATION

In the instrument of alteration:

Definitions

Bank: The Royal Bank of Scotland plc, Company Number SC83026, having its Registered Office at 36 St Andrew Square, Edinburgh, EH2 2YB

Bank's Floating Charge: The Bond and Floating Charge granted by the Customer in favour of The Royal Bank of Scotland plc, (Company Number SC090312, which subsequently changed its name to Natwest Markets plc pursuant to a Certificate of Incorporation on Change of Name dated 29 April 2018), dated 24 November 2003 and registered in the Register of Companies on 27

This is a Paper Apart relating to the Form 466 submitted in respect of the Floating Charge granted by FARMFOODS LIMITED in favour of LOMBARD NORTH CENTRAL PLC dated 21 September 2020

November 2003, and to which the Bank acquired right by virtue of the Ring-Fencing Transfer Scheme on 30 April 2018

Bank's Priority	All sums due and to become due to the Bank in any way including all interest, charges and expenses
Creditors:	The Bank and the Lender
Customer:	Farmfoods Limited, incorporated under the Companies Acts (Company Number SC030186) and having its Registered Office at 7 Greens Road, Blairlinn, Cumbernauld, G67 2TU
Lender:	Lombard North Central plc, Company Number 337004 having its Registered Office at 250 Bishopsgate, London, EC2M 4AA
Lender's Floating Charge:	The floating charge to be granted on or around the date of this Ranking Agreement by the Customer in favour of the Lender over all assets and undertaking of the Customer
Lender's Priority	All present and future liabilities and obligations at any time due, owing or incurred by the Customer to the Lender.
Parties	The Creditors and the Customer
Securities:	The Bank's Floating Charge and the Lender's Floating Charge.



FILE COPY

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

**COMPANY NO. 30186
CHARGE CODE SC03 0186 0057**

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 9 SEPTEMBER 2020 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 3 OCTOBER 2020**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 21
SEPTEMBER 2020**

BY FARMFOODS LIMITED

**IN FAVOUR OF
LOMBARD NORTH CENTRAL PLC**

GIVEN AT COMPANIES HOUSE, EDINBURGH 6 OCTOBER 2020



Companies House



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

EXECUTION VERSION



This is an important document. You should take independent legal advice before signing.

RANKING AGREEMENT

Definitions

Bank:	The Royal Bank of Scotland plc , Company Number SC83026, having its Registered Office at 36 St Andrew Square, Edinburgh, EH2 2YB
Bank's Floating Charge:	The Bond and Floating Charge granted by the Customer in favour of The Royal Bank of Scotland plc, (Company Number SC090312, which subsequently changed its name to Natwest Markets plc pursuant to a Certificate of Incorporation on Change of Name dated 29 April 2018), dated 24 November 2003 and registered in the Register of Companies on 27 November 2003, and to which the Bank acquired right by virtue of the Ring-Fencing Transfer Scheme on 30 April 2018
Bank's Priority	All sums due and to become due to the Bank in any way including all interest, charges and expenses
Creditors:	The Bank and the Lender
Customer:	Farmfoods Limited , incorporated under the Companies Acts (Company Number SC030186) and having its Registered Office at 7 Greens Road, Blairlinn, Cumbernauld, G67 2TU
Lender:	Lombard North Central plc , Company Number 337004 having its Registered Office at 250 Bishopsgate, London, EC2M 4AA
Lender's Floating Charge:	The floating charge to be granted on or around the date of this Ranking Agreement by the Customer in favour of the Lender over all assets and undertaking of the Customer
Lender's Priority	All present and future liabilities and obligations at any time due, owing or incurred by the Customer to the Lender.
Parties	The Creditors and the Customer
Securities:	The Bank's Floating Charge and the Lender's Floating Charge.

EDINBURGH
CERTIFIED A TRUE COPY

14/9/20

EXECUTION VERSION

1 Interpretation

- 1.1 The expressions "Bank" and "Lender" include their respective successors and assignees, and
- 1.2 A reference to a provision of a law is to that provision as amended or re-enacted.

2 Consent

The Creditors consent to the creation by the Customer of the Securities.

3 Ranking

The Parties agree that the Securities shall rank in the following order of priority: -

- 3.1 the Bank's Floating Charge to the extent of the Bank's Priority; and
- 3.2 the Lender's Floating Charge to the extent of the Lender's Priority.

4 Alteration of Securities

The Ranking Agreement shall be construed and shall receive effect as an Instrument of Alteration within the meaning of section 466 of the Companies Act 1985.

5 Exclusion of legal rules

Notwithstanding the date or dates when sums may be advanced or the Securities were created or any fluctuations from time to time in the sums secured by the Securities or any other rule of law which might operate to the contrary effect, the provisions of Clause 3 shall be valid and effective.

6 Assignment

The Bank and the Lender shall be entitled to assign or otherwise transfer or dispose of the benefit of their respective interests in the Securities without the consent of the other Creditor provided that the assignee or transferee undertakes in writing to the Bank or to the Lender, as the case may be, to be bound by the terms of the Ranking Agreement and to enter into all necessary documentation to give effect to that undertaking.

7 Disclosure of information

During the joint continuance of the Securities each of the Creditors may disclose to the other information concerning the Customer and its affairs in a manner and to such extent as the Creditors shall agree and the Customer consents to such disclosure.

EXECUTION VERSION

8 Compensation

Each of the Creditors undertakes to the other that in the event of the proceeds of sale of the Property being distributed otherwise than in accordance with Clause 3 and the other is prejudiced as a result, it will compensate the other in order to give effect to Clause 3.

9 Duty to Consult

9.1 Unless independent action is considered necessary by either of the Creditors to protect their security interests, the Bank and the Lender will:

9.1.1 give notice to the other of their intention to enforce their Securities before any enforcement takes place.

9.1.2 consult with each other over the appointment of a suitable receiver or administrator.

9.2 If independent action is considered necessary without notice or consultation, then written notice must be given immediately to the other party and in any event the Lender as postponed creditor will not, without giving the Bank ten business days' written notice (or such shorter period as the Bank may approve) take steps to appoint an administrator or administrative receiver of the Customer.

10 Severability

If any provision of the Ranking Agreement is or becomes invalid, illegal or unenforceable the validity, legality or enforceability of the remaining terms of the Ranking Agreement shall not be affected.

11 No Third Party Rights

The parties to this Ranking Agreement do not intend that any of its terms shall be enforceable by virtue of the Contract (Third Party Rights) (Scotland) Act 2017 by any person not a party to it.

12 Counterparts

12.1 The Ranking Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.

12.2 Where executed in counterparts: (a) the Ranking Agreement will not take effect until each of the counterparts has been delivered; (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and (c) the date of

EXECUTION VERSION

delivery may be inserted in the testing clause in the blank provided for the effective date of the Ranking Agreement.

13 Governing law

The Ranking Agreement shall be governed by and construed in accordance with the law of Scotland.

14 Testing clause

This Ranking Agreement consisting of this and the 3 preceding pages is executed as follows, with an effective date of 9 SEPTEMBER 2020

For and on behalf of the Bank as follows:

<u>Anne Stewart</u>	Witness	<u>[Signature]</u>	Authorised Signatory
<u>ANNE STEWART</u>	Full Name	<u>John Stewart</u>	Full Name
<u>48 GORDON ROAD</u>	Address	<u>3rd September 2020</u>	Date of Signing
<u>EDINBURGH</u>		<u>Edinburgh</u>	Place of Signing

For and on behalf of the Lender as follows:

.....	Witness	.....	Authorised Signatory
.....	Full Name	.....	Full Name
.....	Address	.....	Date of Signing
.....		.....	Place of Signing

For and on behalf of the Customer as follows:

.....	Witness	.....	Authorised Signatory
.....	Full Name	.....	Full Name
.....	Address	.....	Date of Signing
.....		.....	Place of Signing

EXECUTION VERSION

delivery may be inserted in the testing clause in the blank provided for the effective date of the Ranking Agreement.

13 Governing law

The Ranking Agreement shall be governed by and construed in accordance with the law of Scotland.

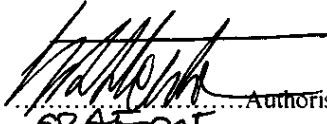
14 Testing clause

This Ranking Agreement consisting of this and the 3 preceding pages is executed as follows, with an effective date of 9 SEPTEMBER 2020

For and on behalf of the Bank as follows:

.....Witness	.....Authorised Signatory
.....Full Name	.....Full Name
.....Address	.....Date of Signing
.....	.....Place of Signing

For and on behalf of the Lender as follows:

<u>C. Green</u>.....Witness	Authorised Signatory
<u>CHRISTOPHER GREEN</u>.....Full Name	<u>GRAEME HEATON</u>.....Full Name
<u>123 High St</u>.....Address	<u>1 Sept 2020</u>.....Date of Signing
<u>Crawley RH10 1DD</u>	<u>CRAWLEY</u>.....Place of Signing

For and on behalf of the Customer as follows:

.....Witness	.....Authorised Signatory
.....Full Name	.....Full Name
.....Address	.....Date of Signing
.....	.....Place of Signing

EXECUTION VERSION

delivery may be inserted in the testing clause in the blank provided for the effective date of the Ranking Agreement.

13 Governing law

The Ranking Agreement shall be governed by and construed in accordance with the law of Scotland.

14 Testing clause

This Ranking Agreement consisting of this and the 3 preceding pages is executed as follows, with an effective date of 9 September 2020

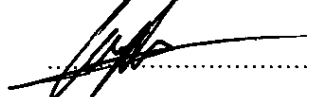

For and on behalf of the Bank as follows:

.....Witness	.....Authorised Signatory
.....Full Name	.....Full Name
.....Address	.....Date of Signing
.....	.....Place of Signing

For and on behalf of the Lender as follows:

.....Witness	.....Authorised Signatory
.....Full Name	.....Full Name
.....Address	.....Date of Signing
.....	.....Place of Signing

For and on behalf of the Customer as follows:

Witness	Authorised Signatory
<u>GEORGE HERD</u>.....Full Name	<u>GREG BARR</u>.....Full Name
<u>FARMFORDS, 1507 COVENTRY</u>.....Address	<u>27/08/2020</u>.....Date of Signing
<u>ROAD, YARDLEY, B25 8LW</u>	<u>1507 COVENTRY ROAD</u>.....Place of Signing
	<u>YARDLEY</u>
	<u>B25 8LW</u>