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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

(30+3)
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

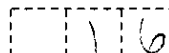
Pursuant to section 410 and 466 of the Companies Act 1985

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



SC071763

Name of company

* INTERNATIONAL FISH CANNERS (SCOTLAND) LTD

* insert full name
of company

Date of creation of the charge (note 1)

HSBC BANK PLC

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

17/12/2014

Short particulars of all the property charged

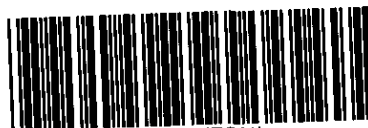
UNDERTAKING & ALL PROPERTY & ASSETS PRESENT & FUTURE INCLUDING UNCALLED CAPITAL

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

HSBC Equipment Finance (UK) Ltd
Securities
12 Calthorpe Road
Edgbaston
Birmingham B15 1HS

For official
Charges Se

SATURDAY



S6BPMRBN

SCT 29/07/2017 #587
COMPANIES HOUSE
S6B5MNUG
SCT 21/07/2017 #13
COMPANIES HOUSE

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

INTERNATIONAL FISH CANNERS (SCOTLAND) LTD - MICHAEL CLARK & ROSS RENNIE
HSBC BANK PLC - LISA MARIA RODGERS (WITNESS VICKI GLOVER)
HSBC INVOICE FINANCE (UK) LTD - STEVEN JAMES FENNELL (WITNESS KELLY JANE PILCHER)
HSBC EQUIPMENT FINANCE (UK) LTD - SIMON MITCHELL (WITNESS ANTHONY LEE)

*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

LAST EXECUTION DATE = 12TH JULY 2017 (HSBC EQUIPMENT FINANCE (UK) LTD
(COPY DOCUMENT ATTACHED TITLED '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

THE COMPANY (OR CLIENT ON RANKING AGREEMENT) IS RESTRICTED FROM GRANTING ANY
FURTHER FIXED OR FLOATING CHARGES (NEGATIVE PLEDGE CLAUSE)

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

NO CHANGES TO AMOUNT SECURED ONLY THE RANKING

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***

in respect of the Debts (to the extent that the Debts form part of the Assets) and the proceeds of sale of the Debts:

first, HIF's Floating Charge to the extent of HIF's Debt; then

second, the Lender's Floating Charge to the extent of the Lender's Debt; then

third, HEF's Floating Charge to the extent of HEF's Debt;

in respect of the Equipment Finance Assets:

first, HEF's Floating Charge to the extent of HEF's Debt; then

second, the Lender's Floating Charge to the extent of the Lender's Debt; then

third, HIF's Floating Charge to the extent of HIF's Debt;

in respect of the remainder of the Assets:

first, the Lender's Floating Charge to the extent of the Lender's Debt; then

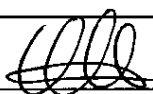
second, HIF's Floating Charge and HEF's Floating Charge shall rank *pari passu* so that the sums realised under those Securities shall be payable pro rata to HIF and HEF according to the proportion which the amounts due to each of them on the date of distribution bears to the aggregate of such amounts.

N/A

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

18/07/17

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

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act. ☐ 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



FILE COPY

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

COMPANY NO. 71763
CHARGE CODE SC07 1763 0016

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 12 JULY 2017 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 29 JULY 2017

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 17
DECEMBER 2014

BY INTERNATIONAL FISH CANNERS (SCOTLAND) LIMITED

IN FAVOUR OF
HSBC BANK PLC

GIVEN AT COMPANIES HOUSE, EDINBURGH 3 AUGUST 2017




Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I hereby certify this to be
a true copy of the original

Signature  SHARMILA CHANDRA
Position/Office held SECURITIES OFFICIALS
Date 28/7/2017

Ranking Agreement

among

International Fish Cannery (Scotland) Ltd

HSBC Invoice Finance (UK) Limited

HSBC Equipment Finance (UK) Limited

and

HSBC Bank plc

RANKING AGREEMENT

among

- (1) International Fish Cannery (Scotland) Ltd (registered in Scotland number SC071763) and having its registered office at Bath Street, Fraserburgh, Aberdeenshire, AB43 5DY (the "Client");
- (2) HSBC Invoice Finance (UK) Limited (registered in England number 759657) and having its registered office at 21 Farncombe Road, Worthing, West Sussex BN11 2BW ("HIF");
- (3) HSBC Equipment Finance (UK) Limited (registered in England number 1503727) and having its registered office at 8 Canada Square, London E14 5HQ ("HEF"); and
- (4) HSBC Bank plc (registered in England number 14259) and having its registered office at 8 Canada Square, London E14 5HQ (the "Lender").

Meaning of certain words

1. In this Agreement:

- (a) "Assets" means the whole of the property, (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Client;
- (b) "Business Day" means a day on which banks are generally open for business in London;
- (c) "Debt" is as defined in the Debt Purchase Agreement;
- (d) "Debt Purchase Agreement" means the agreement for the purchase of debts dated on or before the date of this Agreement and made between (1) the Client and (2) HIF pursuant to which HIF has agreed to make certain receivables purchase facilities available to the Client;
- (e) "Disposal" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions);
- (f) "Equipment Finance Agreement" means any agreement (including any hire-purchase) entered into between HEF and the Client;
- (g) "Equipment Finance Assets" means the plant, equipment, vehicles or other assets acquired or hired by or leased to the Client pursuant to any Equipment Finance Agreement but excluding any HEF Excluded Assets, together with:
 - (i) the proceeds of any Disposal of any such plant, equipment, vehicles or other assets;
 - and
 - (ii) the proceeds of any insurance claim under any insurance maintained by the Client in respect of any such plant, equipment, vehicle or other assets;
- (h) "HEF Excluded Assets" means plant, equipment, vehicles or other assets where legal title to such plant, equipment, vehicles or other assets has passed from HEF to the Client pursuant to the relevant Equipment Finance Agreement;

- (i) "HEF's Debt" means all monies and liabilities which now are or shall at any time hereafter be due, owing or incurred in whatsoever manner to HEF by the Client, whether actually or contingently solely or jointly and whether as principal or surety including (as well after as before any demand made or decree or judgement obtained) interest, discount, commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Client and HEF relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of HEF;
- (j) "HEF's Floating Charge" means the floating charge granted by the Client in favour of HEF over the Assets dated on or around the date of this Ranking Agreement in security for HEF's Debt;
- (k) "HIF's Debt" means all monies and liabilities which now are or shall at any time hereafter be due, owing or incurred in whatsoever manner to HIF by the Client, whether actually or contingently solely or jointly and whether as principal or surety including (as well after as before any demand made or decree or judgement obtained) interest, discount, commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Client and HIF relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of HIF;
- (l) "HIF's Floating Charge" means the floating charge granted by the Client in favour of HIF over the Assets dated 19/12/2014 in security for HIF's Debt;
- (m) "Lender's Debt" means all monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Client, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety including any monies and liabilities of the Client to a third party which have been assigned or novated to or otherwise vested in the Lender, and including any liability for any further advances or credit made or to be made (at the time of this Agreement or in the future) by the Lender and any interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Client's account, and so that interest shall be computed and compounded according to the Lender's usual rates and practice as well after as before any demand made or decree obtained;
- (n) "Lender's Floating Charge" means the floating charge granted by the Client in favour of the Lender over the Assets dated 17/12/2014 in security for the Lender's Debt;
- (o) "Party" means a party to this Agreement; and
- (p) "Securities" means HIF's Floating Charge, HEF's Floating Charge and the Lender's Floating Charge.

Ranking

2. HIF, HEF, the Lender and the Client agree that the sums secured or to be secured by the Securities shall rank as follows:

- (a) in respect of the Debts (to the extent that the Debts form part of the Assets) and the proceeds of sale of the Debts:
 - (i) first, HIF's Floating Charge to the extent of HIF's Debt;
 - (ii) second, the Lender's Floating Charge to the extent of the Lender's Debt; then
 - (iii) third, HEF's Floating Charge to the extent of HEF's Debt;
 - (b) in respect of the Equipment Finance Assets:
 - (i) first, HEF's Floating Charge to the extent of HEF's Debt;
 - (ii) second, the Lender's Floating Charge to the extent of the Lender's Debt; then
 - (iii) third, HIF's Floating Charge to the extent of HIF's Debt;
 - (c) in respect of the remainder of the Assets:
 - (i) first, the Lender's Floating Charge to the extent of the Lender's Debt; then
 - (ii) second, HIF's Floating Charge and HEF's Floating Charge shall rank *pari passu* and the amounts due shall be payable *pro rata* to HIF and HEF according to the proportion which the amount due to each of them on the date of distribution bears to the aggregate of such amounts.
3. The ranking and priority set out in Clause 2 above shall take effect notwithstanding any of the following:
- (a) the nature of the securities created by HIF's Floating Charge, HEF's Floating Charge and the Lender's Floating Charge and the dates of execution and registration of them;
 - (b) any provision contained in the Securities;
 - (c) the date or dates on which monies have been or may be advanced or become due, owing or payable to:
 - (i) HIF, in respect of HIF's Debt;
 - (ii) HEF, in respect of HEF's Debt; and
 - (iii) the Lender, in respect of the Lender's Debt;
 - (d) any fluctuation from time to time in the amounts secured by HIF's Floating Charge, HEF's Floating Charge or the Lender's Floating Charge including any reduction of those amounts to nil;
 - (e) the existence of any credit balance on any current or other account of the Client with the Lender;
 - (f) the appointment of a liquidator, administrative receiver, receiver, administrator or other *similar officer in respect of the Client or over all or any part of the Assets*;
 - (g) the granting of time or any other indulgence to the Client or any other person or the release, compounding or otherwise dealing with the Client or any other person;

- (h) the taking, variation, compromise, renewal or release of, or refusal or neglect to perfect or enforce any rights or remedies against the Client or any other person by any of HIF, HEF or the Lender; or
 - (i) the provisions of Sections 464 and 466 of the Companies Act 1985 or any other rule of law which might operate to the contrary.
- 4. Any claim by a preferential creditor or creditors shall be met firstly out of the Assets (other than the Debts (to the extent that the Debts form part of the Assets) or Equipment Finance Assets) and only if such Assets are insufficient to cover such preferential claims shall the same be met out of the Debts or Equipment Finance Assets.
- 5. For the avoidance of doubt, this Agreement supersedes any previous agreement, whether written or oral, express or implied, between the parties to it (or any of them) in relation to the subject matter of this Agreement.

Insurance proceeds

- 6. *In the event of any monies being received under any insurance covering any of the Assets charged under the Securities, such monies shall (subject to the rights of prior charge holders, if any) be applied in replacing, restoring or reinstating the Assets destroyed, damaged or lost unless HIF, HEF, or the Lender otherwise direct in writing.*

Security continuing

- 7. The Securities shall rank as provided in this Agreement as continuing securities for repayment, payment or performance (as the case may be) of HIF's Debt, HEF's Debt and the Lender's Debt (as appropriate).

Agreement

- 8. If a receiver or liquidator or administrator of the Client regards this Agreement as failing to bind him or her in the distribution of the proceeds of sale of any assets of the Client (and in as far as the refusal of the receiver or liquidator or administrator to be bound by this Agreement causes prejudice to HIF, HEF or the Lender), HIF, HEF and the Lender will compensate each other to the extent to which it has benefited as a result of this refusal.

Negative pledge

- 9. The Client shall not grant any further fixed or floating charges over all or any of its Assets including its heritable, real or leasehold property without the prior written consent of HIF, HEF and the Lender.

Enforcement

- 10. If any of HIF, HEF or the Lender wishes to appoint a receiver of the Assets or an administrator in respect of the Client, HIF, HEF and the Lender shall consult together with a view to agreeing upon a suitable person to be appointed as receiver or administrator, provided always that this agreement to consult will *not prejudice the right* of HIF, HEF or the Lender to appoint a receiver or administrator under HIF's Floating Charge, HEF's Floating Charge or the Lender's Floating Charge without prior consultation in case of need.

Authority to release information

11. During the continuance of each of the Securities, HIF, HEF and the Lender may disclose to each other information concerning the Client and its affairs in such manner and to such extent as HIF, HEF and the Lender may wish and the Client consents to such disclosure.

Consent

12. The Lender consents to the Client entering into:
- (i) the Debt Purchase Agreement and to the sale, factoring and discounting of (or other dealing by the Client with) Debts in terms of the Debt Purchase Agreement; and
 - (ii) any Equipment Finance Agreement.
13. HIF, HEF and the Lender consent to the grant by the Client of the Securities.

Variations

14. *HIF's Floating Charge, HEF's Floating Charge and the Lender's Floating Charge are varied to the extent specified in this Agreement and this Agreement shall be construed and receive effect as an instrument of alteration within the meaning of Section 466 of the Companies Act 1985.*

Transfer of rights

15. HIF shall not assign or transfer the benefit of HIF's Floating Charge, HEF shall not assign or transfer the benefit of HEF's Floating Charge and the Lender shall not assign or transfer the benefit of the Lender's Floating Charge unless the assignee or transferee first agrees in writing with (or undertakes to) HIF, HEF and/or the Lender, as the case may be, to be bound by the provisions of this Agreement.

Notices

16. Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter.
17. The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication to be made under or in connection with this Agreement is:
- (a) in the case of the Client:
 - (i) its registered office or any place of business or activity of the Client last known to HIF, HEF or the Lender (as applicable);
 - (ii) the fax number of the Client last known to HIF, HEF or the Lender (as applicable);
 - (b) in the case of HIF:
 - (i) HSBC Invoice Finance (UK) Limited
Securities Department
21 Farncombe Road
Worthing
West Sussex
BN11 2BW
 - (ii) fax: 01903 825325

in each case, marked for the attention of The Securities Team;

(c) in the case of HEF:

(i) HSBC Equipment Finance (UK) Limited
Securities Department
1st Floor Wing
12 Calthorpe Road
Edgbaston
Birmingham
B15 1HS

(ii) fax: 08456 066 067

in each case, marked for the attention of The Securities Team;

(d) in the case of the Lender:

(i) HSBC Bank plc
Securities Processing Centre
PO Box 3924
Sheffield
S1 9BD

(ii) 0114 2520399

in each case, marked for the attention of The Securities Team,

or any substitute address, fax number or department or officer as the Party may notify to the other Parties by not less than five Business Days' notice.

18. Any communication made by HIF, HEF or the Lender to the Client under or in connection with this Agreement will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

19. Any communication made to HIF, HEF or the Lender will only be effective when actually received by HIF, HEF or the Lender (as applicable) and then only if it is expressly marked for the attention of the department or officer specified in Clause 17 above (or any substitute department or officer as HIF, HEF or the Lender shall specify for this purpose).

Governing law and jurisdiction

20. This Agreement will be governed by and construed in accordance with Scots law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Agreement, its subject matter, negotiation or formation will be determined in accordance with Scots law.

21. HIF, HEF, the Lender and the Client submit to the non-exclusive jurisdiction of the Scottish courts in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Agreement.

Interpretation

22. In this Agreement:

- (a) the expressions HIF, HEF, the Lender and the Client include their permitted successors, assignees and transferees;
- (b) 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
- (c) the headings are used for guidance only.

Consent to Registration

23. HIF, HEF, the Lender and the Client consent to the registration of this Agreement for preservation.

IN WITNESS WHEREOF this Agreement consisting of this and the 7 preceding pages is executed as follows:

Company - Two Directors or Director + Secretary

SUBSCRIBED for and on behalf of

International Fish Canners (Scotland) Ltd

at NOLSEA FOODS, ABERDEEN

on 6/7/17

by

MICHAEL CLARK Director
(Print Name)

[Signature] Director
(Signature)

GSS RENNIE
Director/Secretary (Print Name)

[Signature]
Director/Secretary (Signature)

SUBSCRIBED for and on behalf of
HSBC INVOICE FINANCE (UK) LIMITED
at WORTHING, WEST SUSSEX
on 23 JUNE 2017
by

Steven James Fennell

Attorney
(Print Name)
before this witness:

Attorney
(Signature)

 Witness

(Signature)

Kelly Jane Pilcher

(Print Name)

of 21 Farncombe Road, Worthing,
West Sussex BN11 2BW

SUBSCRIBED for and on behalf of
**HSBC EQUIPMENT FINANCE (UK)
LIMITED**

at 2 Calthorpe Road, Edgbaston
on 12th July 2017
by

SIMON MITCHELL

Attorney
(Print Name)

before this witness:

Attorney
(Signature)

 Witness
(Signature)

Anthony Lee
(Print Name)

of 12 Calthorpe Road, Edgbaston,
Birmingham B15 1QZ

SUBSCRIBED for and on behalf of
HSBC BANK PLC

at

on

by

.....
Attorney

(Print Name)

before this witness:

.....

Attorney
(Signature)

..... Witness
(Signature)

.....
(Print Name)

.....

.....
(Address)

SUBSCRIBED for and on behalf of

HSBC BANK PLC

at Sheffield

on 27 June 2017

by

LISA MARIA RODGERS

Attorney

(Print Name)

before this witness:

[Signature] Witness
(Signature)

VICKY GUNTER

(Print Name)

HSBC Sheffield Securities

Processing Centre

(Address)

[Signature]
Attorney
(Signature)