

M

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

** insert full name of company*

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

For official use

Company number

2

SC160052

Name of company

* THAINSTONE LEASING CO. LTD. (the "Company")

Date of creation of the charge (note 1)

29 October 2018

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 Public Limited Company (company number SC083026) with registered address 36 St Andrew Square, Edinburgh, United Kingdom, EH2 2YB (the "Bank")

Short particulars of all the property charged

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

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

71376.10020 (3)

For official use (02/06)

Charges Section

Post room

SATURDAY



SCT *S7HY180X* 03/11/2018 #253
COMPANIES HOUSE

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

(1) the Company (company number SC160052) with registered office at Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ, (2) Aberdeen & Northern (Estates) Limited (company number SC100265) with registered office at Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ, (3) Thainstone Events Limited (company number SC098344) with registered office at Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ, (4) ANM Group Limited (registered number 1231RS) with registered office at Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ, (5) the Bank and (6) Clydesdale Bank plc (company number SC001111) with registered office at 30 St Vincent Place, Glasgow, G1 2HL

*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

30 October 2018

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*

The Parties agree that, in respect of the Development Property, the Securities shall rank as follows:-

- FIRST the Bank's Standard Security to an unlimited extent;
- SECOND the Bank's Floating Charges to an unlimited extent; and
- THIRD the Lender's Floating Charges to an unlimited extent.

The Parties agree that, in respect of the Inverurie Property, the Securities shall rank as follows:-

- FIRST the Lender's Standard Security to an unlimited extent;
- SECOND the Lender's Floating Charges to an unlimited extent; and
- THIRD the Bank's Floating Charges to an unlimited extent.

The Parties agree that, in respect of the Other Assets, the Securities shall rank in the following order of priority:-

- FIRST the Lender's Floating Charges to the extent of the Lender's Priority;
- SECOND the Bank's Floating Charges to the extent of the Bank's Priority;
- THIRD the Lender's Floating Charges to an unlimited extent; and
- FOURTH the Bank's Floating Charges to an unlimited extent.

For definitions, see the instrument of alteration.

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  Date 01/11/18
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. ☐ 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. 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. 160052
CHARGE CODE SC16 0052 0002

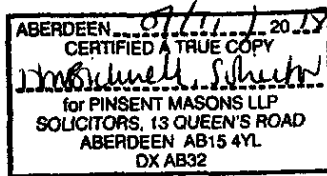
I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 30 OCTOBER 2018 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 3 NOVEMBER 2018

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 29
OCTOBER 2018

BY THAINSTONE LEASING CO. LTD.

IN FAVOUR OF
THE ROYAL BANK OF SCOTLAND PUBLIC LIMITED COMPANY

GIVEN AT COMPANIES HOUSE, EDINBURGH 6 NOVEMBER 2018



RIS/FXP/71376.10020
EXECUTION VERSION

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

RANKING AGREEMENT

Date of Delivery 30 OCTOBER 2018

Definitions

Bank:	The Royal Bank of Scotland plc, Company Number SC083026
Bank's Floating Charges:	The bond and floating charges granted in favour of the Bank described in Part 1 of the Schedule
Bank's Priority:	£6,257,000 inclusive of interest and expenses
Bank's Security:	The Bank's Floating Charges and the Bank's Standard Security
Bank's Standard Security:	The standard security granted by the Customer in favour of the Bank over the Development Property dated on or around the date of this Ranking Agreement and to be registered in the Land Register of Scotland
CFRSA:	The Conveyancing and Feudal Reform (Scotland) Act 1970
Creditors:	The Bank and the Lender
Customer:	ANM Group Limited, society number 1231RS, a registered society under the Co-operative and Community Benefit Societies Act 2014
Development Property:	ALL and WHOLE (FIRST) Part and Portion of ALL and WHOLE the subjects at Thainstone, Inverurie being the subjects registered in the Land Register of Scotland under Title Number ABN127886; and (SECOND) ALL and WHOLE the subjects at Thainstone Business Park, Inverurie being the subjects registered in the Land Register of Scotland under Title Number ABN91493; Which subjects together comprise the area shown coloured pink on the Plan
Group Companies:	means: (a) Thainstone Events Limited, a company registered in Scotland with company number SC098344 (previously known as Highland Cuisine Limited); (b) Aberdeen & Northern (Estates) Limited, a company registered

in Scotland with company number SC100265; and

- (c) Thainstone Leasing Co. Ltd, a company registered in Scotland with company number SC160052,

(and each a "Group Company")

Inverurie Property:	The area of ground lying on the southwest side of North Street, Inverurie, AB51 4TL with title number ABN117185
Lender:	Clydesdale Bank plc, Company Number SC001111
Lender's Floating Charges:	The bond and floating charges granted in favour of the Lender described in Part 2 of the Schedule
Lender's Priority:	£6,257,000 inclusive of interest and expenses
Lender's Security:	The Lender's Floating Charges and the Lender's Standard Security
Lender's Standard Security:	The standard security granted by the Customer in favour of the Lender over the Inverurie Property dated 17 December 2013 and registered in the Land Register of Scotland on 23 December 2013
Other Assets:	The assets of the Customer and the Group Companies other than the Properties
Parties:	The Creditors, the Customer and the Group Companies
Plan:	Means the plan annexed at Part 3 of the Schedule and signed as relative hereto
Properties:	The Development Property and the Inverurie Property
Schedule:	The Schedule in three Parts annexed as relative to this Ranking Agreement
Securities:	The Bank's Security and the Lender's Security
Standard Securities:	The Bank's Standard Security and the Lender's Standard Security

1 Interpretation

1.1 The expressions "Bank" and "Lender" include their respective successors and assignees.

1.2 A reference to a provision of law is to that provision as amended or re-enacted.

2 Consent and Confirmation of Non-crystallisation

2.1 The Creditors consent to the creation by the Customer and the Group Companies of the Securities (or, as applicable, the continuation of the Securities).

2.2 The Lender certifies that, on or before the date of this Ranking Agreement:-

2.2.1 it is not aware of any event having occurred which has caused or would cause the crystallisation of the floating charges created by the Lender's Floating Charges; and

2.2.2 no steps have been taken by it which have caused or would cause the crystallisation of the floating charges created by the Lender's Floating Charges.

2.3 The Bank certifies that, on or before the date of this Ranking Agreement:-

2.3.1 it is not aware of any event having occurred which has caused or would cause the crystallisation of the floating charges created by the Bank's Floating Charges; and

2.3.2 no steps have been taken by it which have caused or would cause the crystallisation of the floating charges created by the Bank's Floating Charges.

3 Ranking

3.1 Properties

3.1.1 The Parties agree that, in respect of the Development Property, the Securities shall rank as follows:-

FIRST the Bank's Standard Security to an unlimited extent;

SECOND the Bank's Floating Charges to an unlimited extent; and

THIRD the Lender's Floating Charges to an unlimited extent

3.1.2 The Parties agree that, in respect of the Inverurie Property, the Securities shall rank as follows:-

FIRST the Lender's Standard Security to an unlimited extent;

SECOND the Lender's Floating Charges to an unlimited extent; and

THIRD the Bank's Floating Charges to an unlimited extent.

3.2 Other Assets

3.2.1 The Parties agree that, in respect of the Other Assets, the Securities shall rank in the following order of priority:-

FIRST the Lender's Floating Charges to the extent of the Lender's Priority,

SECOND the Bank's Floating Charges to the extent of the Bank's Priority,

THIRD the Lender's Floating Charges to an unlimited extent, and

FOURTH the Bank's Floating Charges to an unlimited extent.

4 Alteration of Securities

This Ranking Agreement shall be construed and shall receive effect as:-

4.1 a variation within the meaning of Section 16 of CFRSA; and

4.2 an Instrument of Alteration within the meaning of section 466 of the Companies Act 1985.

5 Exclusion of legal rules

Notwithstanding:-

5.1 the provisions of Section 13 of CFRSA; or

5.2 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

5.3 any 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 this 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:

- a) information concerning the Customer and/or the Group Companies; and
- b) information concerning the affairs of the Customer and/or the Group Companies,

in a manner and to such extent as the Creditors shall agree and the Customer and each Group Company consent to such disclosure.

8 Compensation

Each of the Creditors undertakes to the other that in the event of the proceeds of the sale of any assets of the Customer or any Group Company being distributed, whether by:

- a) an insolvency practitioner;
- b) the Customer; or
- c) any Group Company,

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 Preferential payments

In the event of the appointment of a receiver, administrator or liquidator of the Customer or any Group Company, if either the Bank or the Lender receives any preferential payment arising from the rules of Insolvency that preferential payment shall not be treated as reducing the Bank's Priority nor the Lender's Priority, as the case may be.

10 Duty to Consult

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

- 10.1.1 give notice to the other of their intention to enforce their Securities before any enforcement takes place; and
- 10.1.2 consult with each other over the appointment of a suitable receiver or administrator;

10.2 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:

10.2.1 the Bank or the Lender will not, without the other's consent, apply to the court for an administration order; and

10.2.2 the Bank or the Lender will not, without giving the other two business days written notice:

- (a) take steps to appoint an administrator or receiver of the Customer or a Group Company; or
- (b) issue a petition for the winding up of the Customer or a Group Company.

11 Severability

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

12 Other Security

The Bank enforcing, releasing or transferring any guarantees or other securities which it may hold on account of the Customer's obligations or the obligations of any Group Company will not affect this Ranking Agreement.

13 Counterparts and Delivery

13.1 This Ranking Agreement may be executed in any number of counterparts and by all of the parties on separate counterparts.

13.2 Where executed in counterparts;

13.2.1 this Ranking Agreement shall not take effect until all of the counterparts have been delivered; and

13.2.2 delivery will take place when the date of delivery is agreed among the parties after execution of this Agreement as evidenced by the date inserted on page 1 of this Ranking Agreement.

14 **Governing law**

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

15 **Testing clause**

This Ranking Agreement, consisting of this and the preceding six pages together with the Schedule in two parts and the Plan annexed hereto, is executed as follows:

Subscribed for ANM GROUP LIMITED

at ~~ABERDEEN~~

on ~~24 OCTOBER~~

2018

by

~~CHRISTOPHER WILLIAM ROBERTSON~~

Full Name (Director)

Signature of Director

in the presence of:

~~HENRY GUNTERMAN HARRIS~~

Full Name (Witness)

Signature of Witness

~~52-54 ROSE STREET~~

~~ABERDEEN~~

~~AB10 1HA~~

Witness Address

Subscribed for ABERDEEN & NORTHERN (ESTATES)

LIMITED

at ~~ABERDEEN~~

on ~~24 OCTOBER~~

2018

by

~~CHRISTOPHER WILLIAM ROBERTSON~~

Full Name (Director)

Signature of Director

in the presence of:

~~HENRY GUNTERMAN HARRIS~~

Full Name (Witness)

Signature of Witness

~~52-54 ROSE STREET~~

~~ABERDEEN~~

~~AB10 1HA~~

Witness Address

Subscribed for THAINSTONE EVENTS LIMITED
 at ABERDEEN
 on 29 OCTOBER 2018
 by

CAMRY ROBERT WILLIAM REEDMAN
 Full Name (Director)


 Signature of Director

in the presence of:

WENG GUANGHUA HONG
 Full Name (Witness)


 Signature of Witness

52-54 ROSE STREET
ABERDEEN
AB10 1HA
 Witness Address

Subscribed for THAINSTONE LEASING CO. LTD
 at ABERDEEN
 on 29 OCTOBER 2018

by
CAMRY ROBERT WILLIAM REEDMAN
 Full Name (Director)


 Signature of Director

in the presence of:

WENG GUANGHUA HONG
 Full Name (Witness)


 Signature of Witness

52-54 ROSE STREET
ABERDEEN
AB10 1HA
 Witness Address

Subscribed for THE ROYAL BANK OF SCOTLAND PLC
 at
 on 2018
 by

.....
 Signature of Authorised Signatory

.....
 Full Name (Authorised Signatory)

in the presence of:

.....
 Full Name (Witness)

.....
 Signature of Witness

.....

 Witness Address

Subscribed for CLYDESDALE BANK PLC
 at
 on 2018
 by

.....
 Signature of Authorised Signatory

.....
 Full Name (Authorised Signatory)

in the presence of:

.....
 Full Name (Witness)

.....
 Signature of Witness

.....

 Witness Address

This is the Schedule, in three parts, referred to in the foregoing Ranking Agreement between ANM Group Limited, Thainstone Events Limited, Aberdeen & Northern (Estates) Limited, Thainstone Leasing Co. Ltd, The Royal Bank of Scotland plc and Clydesdale Bank plc (the "Ranking Agreement")

SCHEDULE

PART 1

THE BANK'S BOND AND FLOATING CHARGES

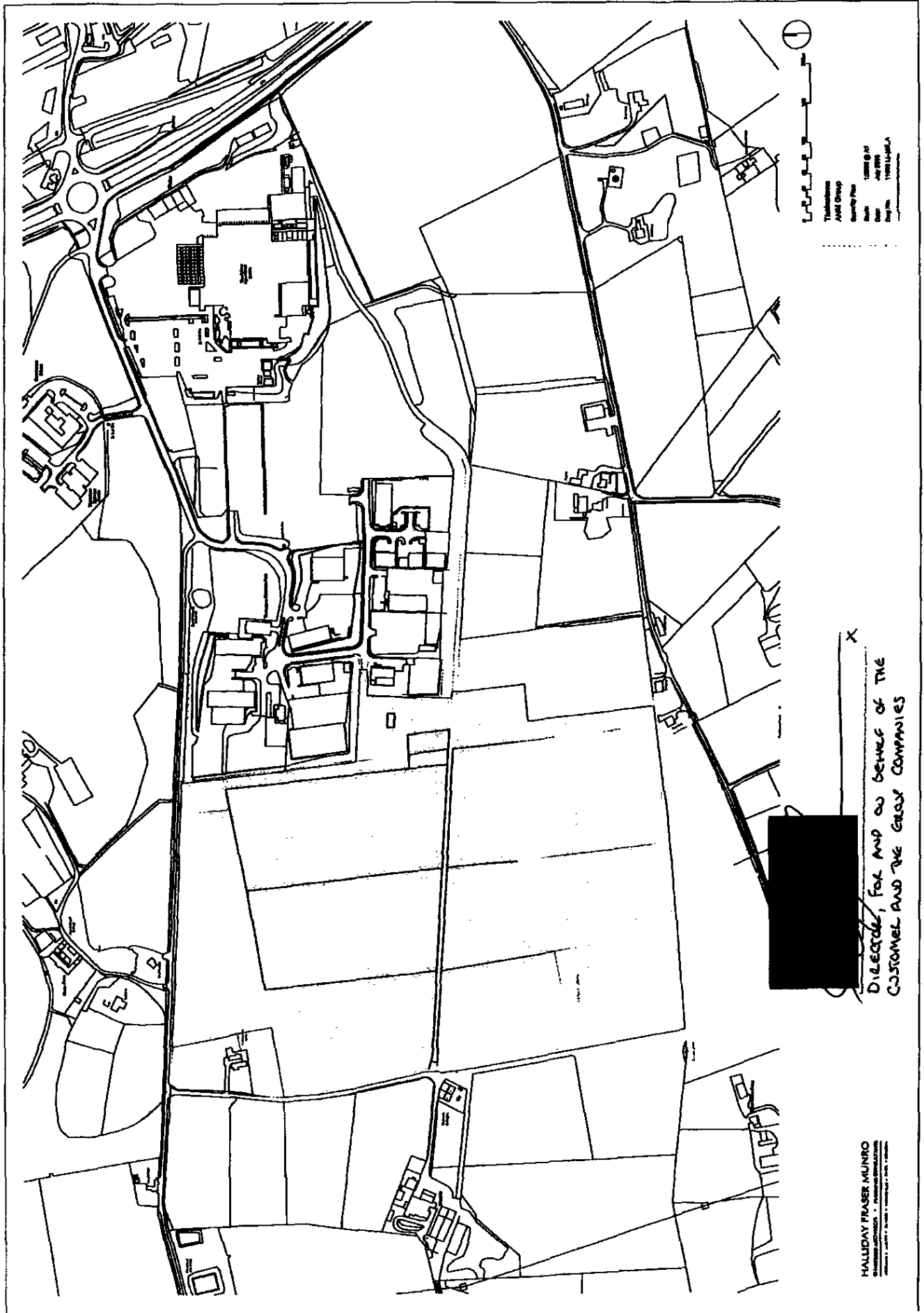
Grantor	Registered Number	Description of security	Date granted
ANM Group Limited	1231RS	Floating charge	On or around the date of the Ranking Agreement
Aberdeen & Northern (Estates) Limited	SC100265	Floating charge	On or around the date of the Ranking Agreement
Thainstone Events Limited	SC098344	Floating charge	On or around the date of the Ranking Agreement
Thainstone Leasing Co. Ltd	SC160052	Floating charge	On or around the date of the Ranking Agreement

PART 2

THE LENDER'S BOND AND FLOATING CHARGES

Grantor	Registered Number	Description of security	Date granted	Date of registration
ANM Group Limited	1231RS	Floating charge	On or around the date of the Ranking Agreement	
ANM Group Limited	1231RS	Floating charge	18 October 1993	26 October 1993
ANM Group Limited	1231RS	Floating charge	13 December 2011	
Aberdeen & Northern (Estates) Limited	SC100265	Floating charge	17 December 2013	21 December 2013

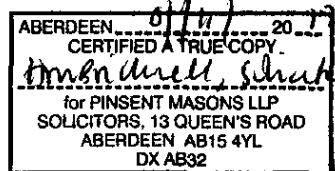
Grantor	Registered Number	Description of security	Date granted	Date of registration
Thainstone Events Limited (formerly Highland Cuisine Limited)	SC098344	Floating charge	17 December 2013	21 December 2013
Thainstone Leasing Co. Ltd	SC160052	Floating charge	17 December 2013	21 December 2013



Title: _____
 Author: _____
 Date: _____
 Scale: _____
 Sheet: _____

DIRECTIONS, FOR AND ON BEHALF OF THE
 CUSTOMER AND THE GRAY COMPANIES

HALLIDAY FRASER MUNRO
 1000 10th Avenue, Suite 1000
 Denver, Colorado 80202



RIS/EXP/71376.10020
EXECUTION VERSION

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

RANKING AGREEMENT

Date of Delivery 30 October 2018

Definitions

- Bank:** The Royal Bank of Scotland plc, Company Number SC083026
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- Bank's Priority:** £6,257,000 inclusive of interest and expenses
- Bank's Security:** The Bank's Floating Charges and the Bank's Standard Security
- Bank's Standard Security:** The standard security granted by the Customer in favour of the Bank over the Development Property dated on or around the date of this Ranking Agreement and to be registered in the Land Register of Scotland
- CFRSA:** The Conveyancing and Feudal Reform (Scotland) Act 1970
- Creditors:** The Bank and the Lender
- Customer:** ANM Group Limited, society number 1231RS, a registered society under the Co-operative and Community Benefit Societies Act 2014
- Development Property:** ALL and WHOLE (FIRST) Part and Portion of ALL and WHOLE the subjects at Thainstone, Inverurie being the subjects registered in the Land Register of Scotland under Title Number ABN127886; and (SECOND) ALL and WHOLE the subjects at Thainstone Business Park, Inverurie being the subjects registered in the Land Register of Scotland under Title Number ABN91493; Which subjects together comprise the area shown coloured pink on the Plan
- Group Companies:** means:
- (a) Thainstone Events Limited, a company registered in Scotland with company number SC098344 (previously known as Highland Cuisine Limited);
 - (b) Aberdeen & Northern (Estates) Limited, a company registered

in Scotland with company number SC100265; and

(c) Thainstone Leasing Co. Ltd, a company registered in Scotland with company number SC160052,

(and each a "Group Company")

Inverurie Property:	The area of ground lying on the southwest side of North Street, Inverurie, AB51 4TL with title number ABN117185
Lender:	Clydesdale Bank plc, Company Number SC001111
Lender's Floating Charges:	The bond and floating charges granted in favour of the Lender described in Part 2 of the Schedule
Lender's Priority:	£6,257,000 inclusive of interest and expenses
Lender's Security:	The Lender's Floating Charges and the Lender's Standard Security
Lender's Standard Security:	The standard security granted by the Customer in favour of the Lender over the Inverurie Property dated 17 December 2013 and registered in the Land Register of Scotland on 23 December 2013
Other Assets:	The assets of the Customer and the Group Companies other than the Properties
Parties:	The Creditors, the Customer and the Group Companies
Plan:	Means the plan annexed at Part 3 of the Schedule and signed as relative hereto
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Schedule:	The Schedule in three Parts annexed as relative to this Ranking Agreement
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1 Interpretation

1.1 The expressions "Bank" and "Lender" include their respective successors and assignees.

1.2 A reference to a provision of law is to that provision as amended or re-enacted.

2 Consent and Confirmation of Non-crystallisation

2.1 The Creditors consent to the creation by the Customer and the Group Companies of the Securities (or, as applicable, the continuation of the Securities).

2.2 The Lender certifies that, on or before the date of this Ranking Agreement:-

2.2.1 it is not aware of any event having occurred which has caused or would cause the crystallisation of the floating charges created by the Lender's Floating Charges; and

2.2.2 no steps have been taken by it which have caused or would cause the crystallisation of the floating charges created by the Lender's Floating Charges.

2.3 The Bank certifies that, on or before the date of this Ranking Agreement:-

2.3.1 it is not aware of any event having occurred which has caused or would cause the crystallisation of the floating charges created by the Bank's Floating Charges; and

2.3.2 no steps have been taken by it which have caused or would cause the crystallisation of the floating charges created by the Bank's Floating Charges.

3 Ranking

3.1 Properties

3.1.1 The Parties agree that, in respect of the Development Property, the Securities shall rank as follows:-

FIRST the Bank's Standard Security to an unlimited extent;

SECOND the Bank's Floating Charges to an unlimited extent; and

THIRD the Lender's Floating Charges to an unlimited extent

3.1.2 The Parties agree that, in respect of the Inverurie Property, the Securities shall rank as follows:-

FIRST the Lender's Standard Security to an unlimited extent;

SECOND the Lender's Floating Charges to an unlimited extent; and

THIRD the Bank's Floating Charges to an unlimited extent.

3.2 Other Assets

3.2.1 The Parties agree that, in respect of the Other Assets, the Securities shall rank in the following order of priority:-

FIRST the Lender's Floating Charges to the extent of the Lender's Priority,

SECOND the Bank's Floating Charges to the extent of the Bank's Priority,

THIRD the Lender's Floating Charges to an unlimited extent, and

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4 Alteration of Securities

This Ranking Agreement shall be construed and shall receive effect as:-

4.1 a variation within the meaning of Section 16 of CFRSA; and

4.2 an Instrument of Alteration within the meaning of section 466 of the Companies Act 1985.

5 Exclusion of legal rules

Notwithstanding:-

5.1 the provisions of Section 13 of CFRSA; or

5.2 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

5.3 any 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 this 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:

- a) information concerning the Customer and/or the Group Companies; and
- b) information concerning the affairs of the Customer and/or the Group Companies,

in a manner and to such extent as the Creditors shall agree and the Customer and each Group Company consent to such disclosure.

8 Compensation

Each of the Creditors undertakes to the other that in the event of the proceeds of the sale of any assets of the Customer or any Group Company being distributed, whether by:

- a) an insolvency practitioner;
- b) the Customer; or
- c) any Group Company,

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 Preferential payments

In the event of the appointment of a receiver, administrator or liquidator of the Customer or any Group Company, if either the Bank or the Lender receives any preferential payment arising from the rules of Insolvency that preferential payment shall not be treated as reducing the Bank's Priority nor the Lender's Priority, as the case may be.

10 Duty to Consult

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10.2 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:

10.2.1 the Bank or the Lender will not, without the other's consent, apply to the court for an administration order; and

10.2.2 the Bank or the Lender will not, without giving the other two business days written notice:

(a) take steps to appoint an administrator or receiver of the Customer or a Group Company; or

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14 Governing law

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

15 Testing clause

This Ranking Agreement, consisting of this and the preceding six pages together with the Schedule in two parts and the Plan annexed hereto, is executed as follows:

Subscribed for ANM GROUP LIMITED

at

on

2018

by

.....
Full Name (Director)

.....
Signature of Director

in the presence of:

.....
Full Name (Witness)

.....
Signature of Witness

.....
Witness Address

Subscribed for ABERDEEN & NORTHERN (ESTATES)
LIMITED

at

on

2018

by

.....
Full Name (Director)

.....
Signature of Director

in the presence of:

.....
Full Name (Witness)

.....
Signature of Witness

.....
Witness Address

Subscribed for THAINSTONE EVENTS LIMITED
at
on 2018
by

.....
Full Name (Director)

.....
Signature of Director

in the presence of:

.....
Full Name (Witness)

.....
Signature of Witness

.....
Witness Address

Subscribed for THAINSTONE LEASING CO. LTD
at
on 2018
by

.....
Full Name (Director)

.....
Signature of Director

in the presence of:

.....
Full Name (Witness)

.....
Signature of Witness

.....
Witness Address

Subscribed for THE ROYAL BANK OF SCOTLAND PLC

at EDINBURGH
on 26 OCTOBER 2018
by

.....
Signature of Authorised Signatory

EDWARD ANTHONY HASTEN
Full Name (Authorised Signatory)

in the presence of:

Malcolm Alexander Hare
Full Name (Witness)

.....
Signature of Witness

c/o 24-25 St. Andrew Sq.
EDINBURGH
EH2 1AF
Witness Address

Subscribed for CLYDESDALE BANK PLC

at
on 2018
by

.....
Signature of Authorised Signatory

.....
Full Name (Authorised Signatory)

in the presence of:

.....
Full Name (Witness)

.....
Signature of Witness

.....
Witness Address

This is the Schedule, in three parts, referred to in the foregoing Ranking Agreement between ANM Group Limited, Thainstone Events Limited, Aberdeen & Northern (Estates) Limited, Thainstone Leasing Co. Ltd, The Royal Bank of Scotland plc and Clydesdale Bank plc (the "Ranking Agreement")

SCHEDULE

PART 1

THE BANK'S BOND AND FLOATING CHARGES

Grantor	Registered Number	Description of security	Date granted
ANM Group Limited	1231RS	Floating charge	On or around the date of the Ranking Agreement
Aberdeen & Northern (Estates) Limited	SC100265	Floating charge	On or around the date of the Ranking Agreement
Thainstone Events Limited	SC098344	Floating charge	On or around the date of the Ranking Agreement
Thainstone Leasing Co. Ltd	SC160052	Floating charge	On or around the date of the Ranking Agreement

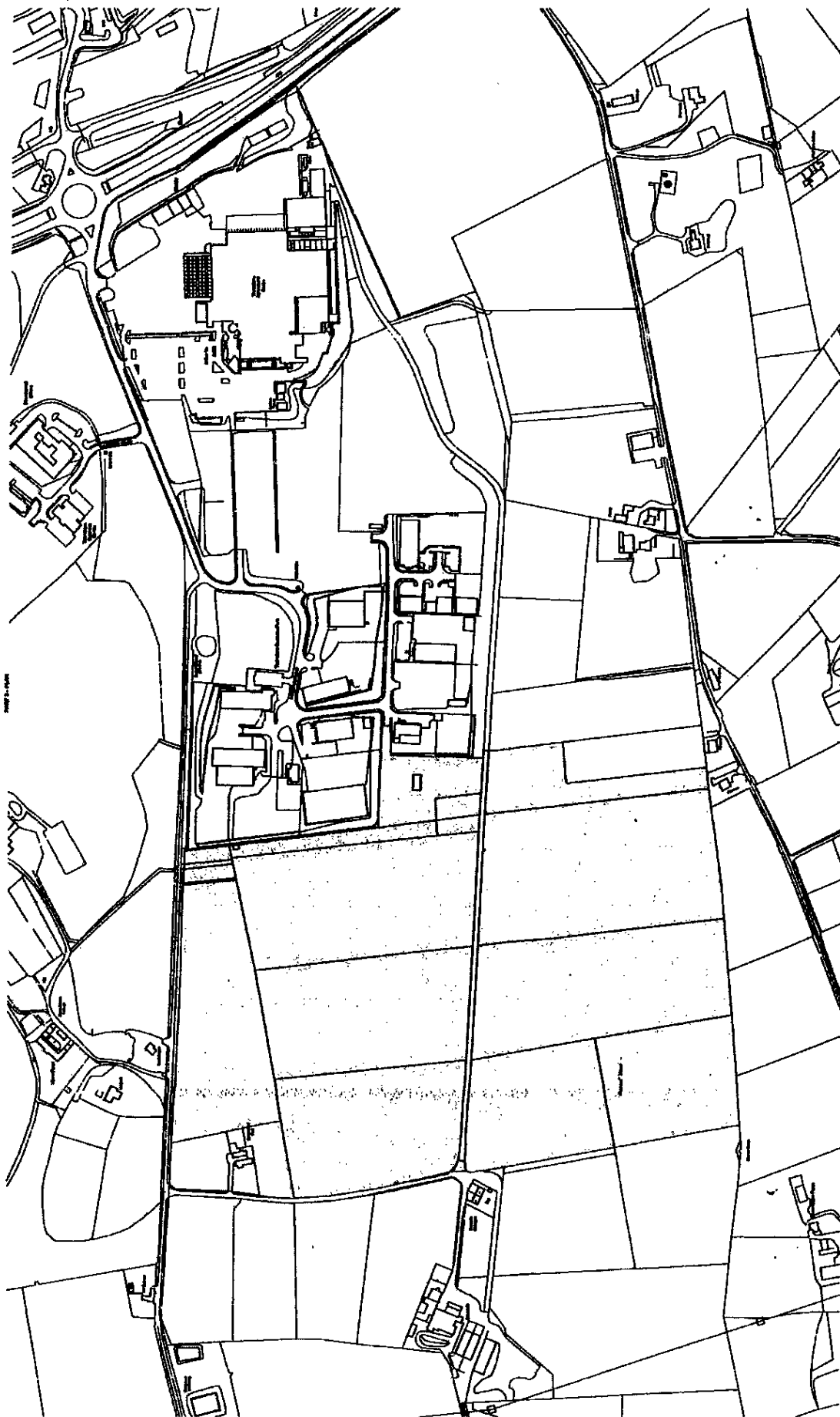
PART 2

THE LENDER'S BOND AND FLOATING CHARGES

Grantor	Registered Number	Description of security	Date granted	Date of registration
ANM Group Limited	1231RS	Floating charge	On or around the date of the Ranking Agreement	
ANM Group Limited	1231RS	Floating charge	18 October 1993	26 October 1993
ANM Group Limited	1231RS	Floating charge	13 December 2011	
Aberdeen & Northern (Estates) Limited	SC100265	Floating charge	17 December 2013	21 December 2013

Grantor	Registered Number	Description of security	Date granted	Date of registration
Thainstone Events Limited (formerly Highland Cuisine Limited)	SC098344	Floating charge	17 December 2013	21 December 2013
Thainstone Leasing Co. Ltd	SC160052	Floating charge	17 December 2013	21 December 2013

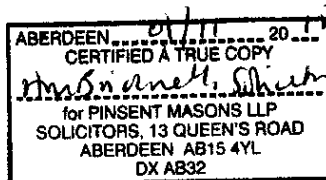
PART 3 - PLAN



Title:
 Author:
 Date:
 Scale:
 Project:



HALLIDAY FRASER MUNRO
 ARCHITECTS
 1000 - 1000 - 1000 - 1000



RIS/EXP/71376.10020
EXECUTION VERSION

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

RANKING AGREEMENT

Date of Delivery 30 OCTOBER 2018

Definitions

Bank:	The Royal Bank of Scotland plc , Company Number SC083026
Bank's Floating Charges:	The bond and floating charges granted in favour of the Bank described in Part 1 of the Schedule
Bank's Priority:	£6,257,000 inclusive of interest and expenses
Bank's Security:	The Bank's Floating Charges and the Bank's Standard Security
Bank's Standard Security:	The standard security granted by the Customer in favour of the Bank over the Development Property dated on or around the date of this Ranking Agreement and to be registered in the Land Register of Scotland
CFRSA:	The Conveyancing and Feudal Reform (Scotland) Act 1970
Creditors:	The Bank and the Lender
Customer:	ANM Group Limited, society number 1231RS, a registered society under the Co-operative and Community Benefit Societies Act 2014
Development Property:	ALL and WHOLE (FIRST) Part and Portion of ALL and WHOLE the subjects at Thainstone, Inverurie being the subjects registered in the Land Register of Scotland under Title Number ABN127886; and (SECOND) ALL and WHOLE the subjects at Thainstone Business Park, Inverurie being the subjects registered in the Land Register of Scotland under Title Number ABN91493; Which subjects together comprise the area shown coloured pink on the Plan
Group Companies:	means: (a) Thainstone Events Limited, a company registered in Scotland with company number SC098344 (previously known as Highland Cuisine Limited); (b) Aberdeen & Northern (Estates) Limited, a company registered

in Scotland with company number SC100265; and

(c) Thainstone Leasing Co. Ltd, a company registered in Scotland with company number SC160052,

(and each a "Group Company")

Inverurie Property:	The area of ground lying on the southwest side of North Street, Inverurie, AB51 4TL with title number ABN117185
Lender:	Clydesdale Bank plc, Company Number SC001111
Lender's Floating Charges:	The bond and floating charges granted in favour of the Lender described in Part 2 of the Schedule
Lender's Priority:	£6,257,000 inclusive of interest and expenses
Lender's Security:	The Lender's Floating Charges and the Lender's Standard Security
Lender's Standard Security:	The standard security granted by the Customer in favour of the Lender over the Inverurie Property dated 17 December 2013 and registered in the Land Register of Scotland on 23 December 2013
Other Assets:	The assets of the Customer and the Group Companies other than the Properties
Parties:	The Creditors, the Customer and the Group Companies
Plan:	Means the plan annexed at Part 3 of the Schedule and signed as relative hereto
Properties:	The Development Property and the Inverurie Property
Schedule:	The Schedule in three Parts annexed as relative to this Ranking Agreement
Securities:	The Bank's Security and the Lender's Security
Standard Securities:	The Bank's Standard Security and the Lender's Standard Security

1 Interpretation

1.1 The expressions "Bank" and "Lender" include their respective successors and assignees.

1.2 A reference to a provision of law is to that provision as amended or re-enacted.

2 Consent and Confirmation of Non-crystallisation

2.1 The Creditors consent to the creation by the Customer and the Group Companies of the Securities (or, as applicable, the continuation of the Securities).

2.2 The Lender certifies that, on or before the date of this Ranking Agreement:-

2.2.1 it is not aware of any event having occurred which has caused or would cause the crystallisation of the floating charges created by the Lender's Floating Charges; and

2.2.2 no steps have been taken by it which have caused or would cause the crystallisation of the floating charges created by the Lender's Floating Charges.

2.3 The Bank certifies that, on or before the date of this Ranking Agreement:-

2.3.1 it is not aware of any event having occurred which has caused or would cause the crystallisation of the floating charges created by the Bank's Floating Charges; and

2.3.2 no steps have been taken by it which have caused or would cause the crystallisation of the floating charges created by the Bank's Floating Charges.

3 Ranking

3.1 Properties

3.1.1 The Parties agree that, in respect of the Development Property, the Securities shall rank as follows:-

FIRST the Bank's Standard Security to an unlimited extent;

SECOND the Bank's Floating Charges to an unlimited extent; and

THIRD the Lender's Floating Charges to an unlimited extent

3.1.2 The Parties agree that, in respect of the Inverurie Property, the Securities shall rank as follows:-

FIRST the Lender's Standard Security to an unlimited extent;

SECOND the Lender's Floating Charges to an unlimited extent; and

THIRD the Bank's Floating Charges to an unlimited extent.

3.2 Other Assets

3.2.1 The Parties agree that, in respect of the Other Assets, the Securities shall rank in the following order of priority:-

FIRST the Lender's Floating Charges to the extent of the Lender's Priority,

SECOND the Bank's Floating Charges to the extent of the Bank's Priority,

THIRD the Lender's Floating Charges to an unlimited extent, and

FOURTH the Bank's Floating Charges to an unlimited extent.

4 Alteration of Securities

This Ranking Agreement shall be construed and shall receive effect as:-

- 4.1 a variation within the meaning of Section 16 of CFRSA; and
- 4.2 an Instrument of Alteration within the meaning of section 466 of the Companies Act 1985.

5 Exclusion of legal rules

Notwithstanding:-

- 5.1 the provisions of Section 13 of CFRSA; or
 - 5.2 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
 - 5.3 any 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 this 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:

- a) information concerning the Customer and/or the Group Companies; and
- b) information concerning the affairs of the Customer and/or the Group Companies,

in a manner and to such extent as the Creditors shall agree and the Customer and each Group Company consent to such disclosure.

8 Compensation

Each of the Creditors undertakes to the other that in the event of the proceeds of the sale of any assets of the Customer or any Group Company being distributed, whether by:

- a) an insolvency practitioner;
- b) the Customer; or
- c) any Group Company,

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 Preferential payments

In the event of the appointment of a receiver, administrator or liquidator of the Customer or any Group Company, if either the Bank or the Lender receives any preferential payment arising from the rules of Insolvency that preferential payment shall not be treated as reducing the Bank's Priority nor the Lender's Priority, as the case may be.

10 Duty to Consult

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

- 10.1.1 give notice to the other of their intention to enforce their Securities before any enforcement takes place; and
- 10.1.2 consult with each other over the appointment of a suitable receiver or administrator;

10.2 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:

10.2.1 the Bank or the Lender will not, without the other's consent, apply to the court for an administration order; and

10.2.2 the Bank or the Lender will not, without giving the other two business days written notice:

(a) take steps to appoint an administrator or receiver of the Customer or a Group Company; or

(b) issue a petition for the winding up of the Customer or a Group Company.

11 Severability

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

12 Other Security

The Bank enforcing, releasing or transferring any guarantees or other securities which it may hold on account of the Customer's obligations or the obligations of any Group Company will not affect this Ranking Agreement.

13 Counterparts and Delivery

13.1 This Ranking Agreement may be executed in any number of counterparts and by all of the parties on separate counterparts.

13.2 Where executed in counterparts;

13.2.1 this Ranking Agreement shall not take effect until all of the counterparts have been delivered; and

13.2.2 delivery will take place when the date of delivery is agreed among the parties after execution of this Agreement as evidenced by the date inserted on page 1 of this Ranking Agreement.

14 Governing law

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

15 Testing clause

This Ranking Agreement, consisting of this and the preceding six pages together with the Schedule in two parts and the Plan annexed hereto, is executed as follows:

Subscribed for ANM GROUP LIMITED
at
on 2018
by

.....
Full Name (Director) Signature of Director

in the presence of:

.....
Full Name (Witness) Signature of Witness

.....
.....
.....
Witness Address

Subscribed for ABERDEEN & NORTHERN (ESTATES)
LIMITED
at
on 2018
by

.....
Full Name (Director) Signature of Director

in the presence of:

.....
Full Name (Witness) Signature of Witness

.....
.....
.....
Witness Address

Subscribed for THAINSTONE EVENTS LIMITED
 at
 on 2018
 by

.....
 Full Name (Director)

.....
 Signature of Director

in the presence of:

.....
 Full Name (Witness)

.....
 Signature of Witness

.....

 Witness Address

Subscribed for THAINSTONE LEASING CO. LTD
 at
 on 2018
 by

.....
 Full Name (Director)

.....
 Signature of Director

in the presence of:

.....
 Full Name (Witness)

.....
 Signature of Witness

.....

 Witness Address

Subscribed for THE ROYAL BANK OF SCOTLAND PLC

at

on

2018

by

.....
Signature of Authorised Signatory

.....
Full Name (Authorised Signatory)

in the presence of:

.....
Full Name (Witness)

.....
Signature of Witness

.....
Witness Address

Subscribed for CLYDESDALE BANK PLC

at

on

29/10

2018

by

.....
Signature of Authorised Signatory

SHEILA MCINTYRE

.....
Full Name (Authorised Signatory)

in the presence of:

ROSS GARDINER

.....
Full Name (Witness)

.....
Signature of Witness

31-33 UNION GROVE

ABERDEEN

AB10 6SD

.....
Witness Address

This is the Schedule, in three parts, referred to in the foregoing Ranking Agreement between ANM Group Limited, Thainstone Events Limited, Aberdeen & Northern (Estates) Limited, Thainstone Leasing Co. Ltd, The Royal Bank of Scotland plc and Clydesdale Bank plc (the "Ranking Agreement")

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