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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

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write in  
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

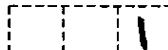
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number



SC220852

Name of company

\* THOMSONS COFFEE COMPANY LIMITED

Date of creation of the charge (note 1)

23 September 2005

Description of the instrument creating or evidencing the charge or of any ancillary document which has  
been altered (note 1)

Bond &amp; Floating Charge

Names of the persons entitled to the charge

The Royal Bank of Scotland plc

Short particulars of all the property charged

See Paper Apart A.

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

Macdonald Henderson  
DX GW 255  
GLASGOW  
Ref: DB/CB/J157.1

For official use (02/06)

Charges Section

Post room

THURSDAY



SCT \*S890UISX\*  
04/07/2019 #31  
COMPANIES HOUSE

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

Scott Alan McCormick, 130 Kilpatrick Gardens, Clarkston, Glasgow, G76 7RW.

The Royal Bank of Scotland plc, (SC083026), 36 St. Andrew Square, Edinburgh, EH2 2YB.

Thomsons Coffee Company Limited (SC220852), Thomsons Coffee Burnfield Avenue, Thornliebank, Glasgow, East Renfrewshire, G46 7TL.

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

Date(s) of execution of the instrument of alteration

Executed by Scott Alan McCormick on 3rd July 2019.

Executed for and on behalf of The Royal Bank of Scotland on 30th May 2019.

Executed for and on behalf of Thomsons Coffee Company Limited on 11th June 2019.

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

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write in  
this margin*

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

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

1. the Bank's Floating Charge to the extent of the Bank's Priority,
2. the Lender's Floating Charge to the extent of the Lender's Priority, and
3. all other sums due or which may become due to the Bank to an unlimited extent

The following terms shall have the following meanings:

Bank: means The Royal Bank of Scotland plc, Company Number SC83026

Bank's Floating Charge: means The Bond and Floating Charge granted by the Customer in favour of the Bank dated 23rd September 2005 and registered in the Register of Companies in Edinburgh on 13 October 2005.

Bank's Priority: means £27,500 of principal plus interest and expenses.

Creditors: means The Bank and the Lender

Customer: means Thomsons Coffee Company Limited, Company Number SC220852

Lender: means Scott Alan McCormick

Lender's Floating Charge: means The Bond and Floating Charge granted by the Customer in favour of the Lender dated on or around the date of the Customer's execution of the Ranking Agreement.

Lender's Priority: means All sums due and to become due to the Lender in any way including all interest, charges and expenses

Parties: means The Creditors and the Customer

Securities: means The Bank's Floating Charge and the Lender's Floating Charge

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

Signed  Date 03/07/2019  
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

**Paper Apart A**

The whole of the property (including uncalled capital) which is or may be from time to time while the security is in force comprised in the property and undertaking of the Company.

Note:- The Bond and Floating Charge (the 'Floating Charge') contains provisions by which the Company undertakes to the Bank that it will:-

(a) not without the previous written consent of the Bank dispose of any of the Company's heritable, freehold or leasehold property or any estate or interest therein or (other than in the ordinary course of business) any of its other property assets or rights; and

(b) not without the previous written consent of the Bank grant or accept a renunciation or surrender of any lease or licence of or part with or share possession or occupation of the Company's heritable freehold or leasehold property or any part of it.



**FILE COPY**

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

**COMPANY NO. 220852**

**CHARGE NO. 1**

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 3 JULY 2019 WERE DELIVERED  
PURSUANT TO SECTION 410 OF THE COMPANIES ACT 1985  
ON 4 JULY 2019**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 23  
SEPTEMBER 2005**

**BY THOMSONS COFFEE COMPANY LIMITED**

**IN FAVOUR OF  
THE ROYAL BANK OF SCOTLAND PLC**

**FOR SECURING ALL SUMS DUE OR TO BECOME DUE**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 5 JULY 2019**



**Companies House**



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

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

## **RANKING AGREEMENT**

### **Definitions**

<b>Bank:</b>	<b>The Royal Bank of Scotland plc, Company Number SC83026</b>
<b>Bank's Floating Charge:</b>	<b>The Bond and Floating Charge granted by the Customer in favour of the Bank dated 23<sup>rd</sup> September 2005 and registered in the Register of Companies in Edinburgh on 13 October 2005</b>
<b>Bank's Priority:</b>	<b><i>£27,500 of principal plus interest and expenses</i></b>
<b>Creditors:</b>	<b>The Bank and the Lender</b>
<b>Customer:</b>	<b>Thomsons Coffee Company Limited, Company Number SC220852</b>
<b>Lender:</b>	<b>Scott Alan McCormick</b>
<b>Lender's Floating Charge</b>	<b>The Bond and Floating Charge granted by the Customer in favour of the Lender dated on or around the date of the Customer's execution of the Ranking Agreement.</b>
<b>Lender's Priority:</b>	<b>All sums due and to become due to the Lender in any way including all interest, charges and expenses</b>
<b>Parties</b>	<b>The Creditors and the Customer</b>
<b>Securities:</b>	<b>The Bank's Floating Charge and the Lender's Floating Charge</b>

### **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**

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

We certify this to be a true copy of the original document

Signed.....

Macdonald Henderson Limited  
Standard Buildings, 94 Hope Street, Glasgow G2 6PH

Dated: 03/07/2019

15      **Testing clause**

The Ranking Agreement is executed as follows:

IN WITNESS WHEREOF these presents consisting of this and the preceding three (3) pages are executed as follows:


Subscribed for and on behalf of the **ROYAL BANK OF SCOTLAND PLC**  
by,

a duly authorised signatory

at MANCHESTER  
on the 30<sup>th</sup> day of MAY 2019

  
Authorised Signatory

in the presence of this witness:


 Witness  
LORRAINE ALAN Full Name  
PO Box 339 Address  
MANCHESTER M60 2AH

Subscribed by **SCOTT ALAN MCCORMICK**  
at Glasgow

on the 3<sup>rd</sup> day of July 2019


  
Scott Alan McCormick

in the presence of this witness:

 Witness  
DAVID WILLIAM DEMP Full Name  
16 ROYAL EXCHANGE SQUARE Address  
GLASGOW G1 3AG



Subscribed for and on behalf of  
**THOMSONS COFFEE COMPANY LIMITED**  
by RUSSELL JENKINS,  
a Director  
at GLASGOW

  
Director

on the 11<sup>th</sup> day of JUNE 2019 ~~2018~~

in the presence of this witness:

 \_\_\_\_\_ Witness

COLM KERR \_\_\_\_\_ Full Name

\_\_\_\_\_  
Address

**MacDONALD HENDERSON  
SOLICITORS  
STANDARD BUILDINGS  
94 HOPE STREET  
GLASGOW G2 6PH  
DX. GW 255**