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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*** insert full name
of company*To the Registrar of Companies
(Address overleaf - Note 5)

For official use

2

Company number

SC290791

Name of company

* Linnet Holdings Limited, having its registered office at Unit 5 Block 3 Manor Farm Business Park,
Manor Loan, Stirling, Scotland, FK9 5QD (the "Company")

Date of creation of the charge (note 1)

14 December 2022

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

Ultimate Finance Limited

Short particulars of all the property charged

The whole of the assets (including uncalled capital and stock in trade) which are or may be from time to
time comprised in the property and undertaking of the Company.

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

Group Legal
Ultimate Finance Limited
First Floor, Equinox North
Great Park Road, Bradley Stoke
Bristol BS32 4QL

For official use (02/06)

Charges Section

Post room

FRIDAY



SC45WN4I

SCT

02/06/2023

#69

COMPANIES HOUSE

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

1. Ultimate Finance Limited (Company number 04325262), having its registered office at First Floor, Equinox North, Great Park Road, Bradley Stoke, Bristol BS32 4QL ("Ultimate");
2. James Laughlin of 20 Rose Street, Tillibody, Alloa, Clackmannanshire, FK10 2SZ in his capacity as Security Trustee;
3. The Company.

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

Date(s) of execution of the instrument of alteration

This instrument of alteration (the "Ranking Agreement") was executed by Ultimate on the 10 May 2023, by the Security Trustee on 9 May 2023 and by the Company on 9 May 2023 and delivered on the 24 May 2023.

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

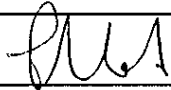
The amount, if any, by which the amount secured by the floating charge has been increased

N/A

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

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legibly, preferably
in black type, or
bold block lettering

Signed  Date 31 May 2023

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

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

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write in
this margin*

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

Please see attached paper apart

Paper Apart to the Form 466 relating to the Ranking Agreement between Ultimate Finance Limited, James Laughlin as Security Trustee and Linnet Holdings Limited

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

The respective sums secured under the Securities shall rank in the following order of priority:

1. The Security Trustee's Floating Charge shall rank on all assets thereby secured and on the rents thereof and on the proceeds thereof prior and preferably to the Ultimate Floating Charge to an unlimited extent; and
2. The Ultimate Floating Charge shall rank on the assets thereby secured and on the rents thereof and on the proceeds thereof, to an unlimited extent after the prior ranking provided for in clause 1 has been satisfied.
3. Ultimate and the Security Trustee hereby agree that any fixed security held by either of them from the Company over any heritable or real property shall rank in priority to the Securities.

The following definitions apply:

"Agreement" means the agreement between the Company and Ultimate, as contained in the relevant offer, terms and conditions and any other document or agreement between Ultimate and the Company dated on or about the date of this deed and/or at any time and from time to time for the purchase, factoring or discounting of Book Debts, provision of trade finance facilities or the pre-funding of the purchase of goods from time to time (as varied, substituted or replaced) and any other finance agreements present or future Ultimate has with the Company;

"Book Debt" means the amount (or, where the context allows, a part of such amount) of any type of debt, payment obligation, indebtedness or monetary claim including any tax or duty payable, owed to the Company or otherwise together with (where the context allows) any Related Rights pertaining to such debt, obligation, indebtedness or claim;

"Client Sales Invoice" means the invoice issued by the Company to the Customer for the Sale Price of the Goods;

"Company Account" means all amounts now or at any time hereafter payable by Ultimate to the Company under the Agreement;

"Customer" means the individual, firm, company, LLP or other party incurring any obligation to the Company under a Customer Purchase Order and to whom the Company contracts to sell the Goods;

"Customer Purchase Order" means the purchase order from the Customer to the Company describing the Goods and detailing the Sale Price of the Goods;

"Goods" means all materials, goods or services which are the subject of a Client Sales Invoice;

"Non-Vesting Book Debts" means any Book Debts or their Related Rights purchased or purported to be purchased by Ultimate pursuant to the Agreement which fail to vest absolutely and effectively in Ultimate for any reason;

"Notification" means a form prepared by the Company and delivered to Ultimate in accordance with condition 5 of the Agreement; and "Notify" and "Notified" shall be construed accordingly;

"Other Debts" means any amount of indebtedness now or any time hereafter owing or becoming due to the Company on any account whatsoever and its proceeds (together with the Related Rights pertaining to it and their proceeds) other than any Non-Vesting Book Debt and the Company Account;

"Related Rights" has the meaning given to it in the Agreement which is as follows:

means all rights ancillary to and relating to any Book Debt including all of the following:

- (a) all right, title and interest in and to all monies due in relation thereto;
- (b) all the Company's rights under the Client Sales Invoice including to any title to the Goods which has not passed for any reason to the Customer;
- (c) the benefit of all guarantees, warranties, indemnities, insurances and securities given to or held by the Company;
- (d) all cheques, bills of exchange and other instruments held by or available to the Company;
- (e) the right to possession of all ledgers, accounting records, computer data records, contracts for goods and services or supply agreements and documents on or by which any Book Debt is recorded or evidenced;
- (f) the right to possession of all Client Sales Invoices, credit notes and supporting documentation and satisfaction notes upon assignment;
- (g) any Goods the subject of a Client Sales Invoice returned or rejected by the Customer or repossessed by the Company;
- (h) all rights of reservation of title, lien, recovery of possession and other remedies given by law to an unpaid vendor of goods;
- (i) all the Company's rights under the Supplier Sales Invoice in relation to Goods supplied or to be supplied by the Company in fulfilment of the Company's delivery obligations to a Customer whose Book Debt has been assigned to or Notified to Ultimate by the Company under the Agreement, whether or not such Goods have been appropriated to the Customer Purchase Order; and
- (j) any interest to which the Company becomes entitled in relation to the Book Debt as a result of any statutory enactment or any rule or regulation of government,

But so that references to a "Book Debt" and to a "Supply Contract" in or in connection with such definition shall include respectively reference to an Other Debt and to any contract giving rise to an Other Debt;

"Sale Price" means the price payable by the Customer for the Goods set out in the Client Sales Invoice, together with any interest payable up to the original due date for payment;

"Securities" means the Security Trustee's Floating Charge and the Ultimate Floating Charge together and **"Security"** means any one of them;

"Security Trustee's Floating Charge" means the floating charge over all the Company's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986 dated 21 December 2022 and registered at Companies House on 23 December 2022, given by the Company to the Security Trustee as the same may be varied, substituted or replaced from time to time;

"Supplier" means the individual, firm, company, LLP or other party selling the Goods to the Company;

"Supplier Sales Invoice" means the invoice issued by the Supplier (which may be a commercial or pro-forma invoice) to the Company detailing the Supply Purchase Price;

"Supply Purchase Price" means the price payable to the Supplier for the Goods;

"Ultimate Floating Charge" means the floating charge over all the Company's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, dated 14 December 2022 and registered at Companies House on 14 December 2022, given by the Company to Ultimate as the same may be varied, substituted or replaced from time to time;



FILE COPY

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

COMPANY NO. 290791
CHARGE CODE SC29 0791 0002

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 24 MAY 2023 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 2 JUNE 2023

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 14
DECEMBER 2022

BY LINNET HOLDINGS LIMITED

IN FAVOUR OF
ULTIMATE FINANCE LIMITED

GIVEN AT COMPANIES HOUSE, EDINBURGH 6 JUNE 2023



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 24 May 2023

ULTIMATE FINANCE LIMITED (1)

LINNET GROUP HOLDINGS LIMITED (2)

LINNET HOLDINGS LIMITED (3)

JAMES LAUGHLIN IN HIS CAPACITY AS
SECURITY TRUSTEE (4)

LINNET TECHNOLOGY LIMITED (5)

RANKING AGREEMENT

"I certify that save for material
redacted pursuant to S.859G of
the Companies Act 2006 as
applied by S.466(4E) of
the Companies Act 1985,
this copy instrument of
attestation is a correct copy
of the original instrument
of attestation."
Ms Jennifer Morgan
Senior Manager
Ultimate Finance
Group Limited
24/5/2023

RANKING AGREEMENT

among

- (1) **ULTIMATE FINANCE LIMITED**, a company incorporated and registered under the laws of England and Wales and registered with the number 04325262 with its registered office at First Floor, Equinox North, Great Park Road, Bradley Stoke, Bristol BS32 4QL ("**Ultimate**");
- (2) **JAMES LAUGHLIN** of 20 Rose Street, Tillibody, Alloa, Clackmannanshire, FK10 2SZ, in his capacity as security trustee in terms of the Security Trust Agreement (defined below) and such successors from time to time ("**Security Trustee**");
- (3) **LINNET GROUP HOLDINGS LTD**, a company incorporated and registered under the laws of Scotland and registered with the company number SC741439 with its registered office at Unit 5 Block 3 Manor Farm Business Park, Manor Loan, Stirling, Scotland, FK9 5QD ("**LGHL**");
- (4) **LINNET HOLDINGS LIMITED**, a company incorporated and registered under the laws of Scotland and registered with the company number SC290791 with its registered office at Unit 5 Block 3 Manor Farm Business Park, Manor Loan, Stirling, Scotland, FK9 5QD ("**LHL**"); and
- (5) **LINNET TECHNOLOGY LIMITED**, a company incorporated and registered under the laws of Scotland and registered with the company number SC168688 with its registered office at Unit 5 Block 3 Manor Farm Business Park, Manor Loan, Stirling, Scotland, FK9 5QD ("**Company**")

BACKGROUND

- (A) Pursuant to the Share Purchase Agreement, James Laughlin and Jean Laughlin ("**Sellers**") sold and LGHL purchased 80% of the entire issued and allotted share capital of LHL.
- (B) To secure the deferred consideration set out in the Sale Purchase Agreement, each of LGHL, LHL and the Company (altogether known as the "**Chargees**") shall provide security to the Security Trustee.
- (C) Ultimate provides invoice finance facilities to the Company which is a wholly owned subsidiary of LHL and to secure the invoice finance facilities, the Chargees have provided security to Ultimate.
- (D) Ultimate, the Security Trustee and the Chargees have agreed to enter into this ranking agreement to document the priority of the obligations owed to the Sellers and to Ultimate

WHEREBY IT IS AGREED among the parties hereto as follows:-

1 Definitions and Interpretation

- 1.1 In this ranking agreement, except where the context otherwise requires, the following expressions shall have the following meanings:-

"Administrator" has the same meaning as in Schedule B1 to the Insolvency Act 1986 as introduced by the Enterprise Act 2002;

"Agreement" means the agreement between the Company and Ultimate, as contained in the relevant offer, terms and conditions and any other document or agreement between Ultimate and the Company dated 16 November 2022 and/or at any time and from time to time for the purchase, factoring or discounting of Book Debts, provision of trade finance facilities or the pre-funding of the purchase of

goods from time to time (as varied, substituted or replaced) and any other finance agreements present or future Ultimate has with the Company;

"Book Debt" has the meaning given to it in the Agreement;

"Deferred Payments" has the meaning given to it in the Share Purchase Agreement;

Chargees means LGHL, LHL and the Company and **"Chargee"** means any one of them;

"Company Account" means all amounts now or at any time hereafter payable by Ultimate to the Company under the Agreement;

"Non-Vesting Book Debts" means any Book Debts or their Related Rights purchased or purported to be purchased by Ultimate pursuant to the Agreement which fail to vest absolutely and effectively in Ultimate for any reason (save for any such debts which are reacquired or otherwise re-assigned to the Company under the Agreement);

"Other Debts" means any amount of indebtedness now or at any time hereafter owing or becoming due to any of the Chargees on any account whatsoever and its proceeds (together with the Related Rights pertaining to it and their proceeds) other than any Non-Vesting Book Debt and the Company Account;

"Receiver" includes a receiver or a manager or a receiver and manager or an administrative receiver as defined in section 251 of the Insolvency Act 1986 or a receiver of part only of the property of the Company or a receiver only of the income arising from any part of a Chargee's property;

"Related Rights" has the meaning given to it in the Agreement but so that references to a "Book Debt" and to a "Supply Contract" in or in connection with such definition shall include respectively reference to an Other Debt and to any contract giving rise to an Other Debt;

"Security Trust Agreement" means the security trust agreement among the Sellers, the Security Trustee, and the Chargees dated 21 December 2022 relating to Security Trustee Floating Charges and the guarantee set out in clause 5 of the Share Purchase Agreement;

"Security Trustee Company Floating Charge" means the floating charge, created on 21 December 2022 and registered at Companies House on 23 December 2022, by the Company in favour of the Security Trustee over the Company's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, as the same may be varied, substituted or replaced from time to time;

"Security Trustee Floating Charges" means:

- (a) the Security Trustee Company Floating Charge;
- (b) the Security Trustee LGHL Floating Charge; and
- (c) the Security Trustee LHL Floating Charge.

and **"Security Trustee Floating Charge"** means any one of them;

"Security Trustee LGHL Floating Charge" means the floating charge, created on 21 December 2022 and registered at Companies House on 23 December 2022, by LGHL in favour of the Security Trustee over LGHL's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, as the same may be varied, substituted or replaced from time to time;

"Security Trustee LHL Floating Charge" means the floating charge, created on 21 December 2022 and registered at Companies House on 23 December 2022, by LHL in favour of the Security Trustee over LHL's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, as the same may be varied, substituted or replaced from time to time;

"Securities" means the Security Trustee Floating Charge(s) and the Ultimate Floating Charge(s) together and **"Security"** means any one of them;

"Security Holders" means the Security Trustee and Ultimate and **"Security Holder"** means either of them;

"Share Purchase Agreement" means the share purchase agreement dated 21 December 2022 between (1) The Sellers (2) LGHL, (3) LHL, (4) the Company (5) Paul James McAtee and (6) the Security Trustee;

"Supply Contract" has the meaning given to it in the Agreement;

Ultimate Discharge date means the date on which Ultimate is satisfied that all of the debts owed to Ultimate under the facilities provided by Ultimate to the Chargees have been unconditionally and irrevocably paid and discharged in full;

"Ultimate Company Floating Charge" means the floating charge, created on 8 December 2022 and registered at Companies House on 8 December 2022, by the Company in favour of Ultimate over the Company's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, as the same may be varied, substituted or replaced from time to time;

"Ultimate Floating Charges" means

- (a) the Ultimate Company Floating Charge;
- (b) the Ultimate LGHL Floating Charge; and
- (c) the Ultimate LHL Floating Charge,

and **"Ultimate Floating Charge"** means any one of them.

"Ultimate LGHL Floating Charge" means the floating charge, created on 14 December 2022 and registered at Companies House on 14 December 2022, by LGHL in favour of Ultimate over LGHL's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, as the same may be varied, substituted or replaced from time to time; and

"Ultimate LHL Floating Charge" means the floating charge, created on 14 December 2022 and registered at Companies House on 14 December 2022, by LHL in favour of Ultimate over LHL's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, as the same may be varied, substituted or replaced from time to time.

1.2 In this ranking agreement, unless the context otherwise requires:-

- 1.2.1 references to any of the parties shall be construed so as to include their respective successors and permitted assignees;
- 1.2.2 references to a "business day" shall be construed as a reference to a day (other than a Saturday or Sunday) on which banks are generally open in London for the transaction of business in the lawful currency of the United Kingdom;
- 1.2.3 references to a clause by number are references to the appropriately numbered clause of this ranking agreement;
- 1.2.4 references to this ranking agreement shall be to this ranking agreement as amended, varied, supplemented or novated from time to time;
- 1.2.5 references to any statute, law, decree or regulations shall be treated as references to such statute, law, decree or regulations as re-enacted, amended, extended or replaced from time to time;
- 1.2.6 headings are inserted for ease of reference only and shall be ignored in the construction of this ranking agreement; and
- 1.2.7 the singular includes the plural and vice versa and any gender includes any other.

2 Consents

- 2.1 In so far as consent is required under the terms of any of the Securities or otherwise each of the Security Holders consents to the creation and continuance of each Security.
- 2.2 The Security Trustee consents to the Company entering or having entered into the Agreement (and such consent shall apply to any extension or variation thereto) and agrees that all Book Debts and their Related Rights which are or shall be vested in Ultimate by virtue of the Agreement (save for any such Book Debts which are repurchased by, or otherwise transferred back to, the Company under the Agreement or otherwise) do not form part of the Company's assets, property and/or undertaking and therefore, shall be free from the Security Trustee Company Floating Charge and the Ultimate Company Floating Charge.
- 2.3 For the avoidance of doubt, subject to clause 2.2, the Security Trustee Company Floating Charge and the Ultimate Company Floating Charge shall remain in full force and effect and shall apply to all Book Debts and their Related Rights which may at any time be re-assigned by Ultimate to the Company and, subject to the provisions of clause 2.4, shall also apply to any sums due from Ultimate to the Company from time to time.
- 2.4 The application of any charge created by the Security Trustee Company Floating Charge to any sums due from Ultimate to the Company from time to time shall be subject to all or any rights of defence or set-off or combination of accounts whether actual or contingent which Ultimate may have against the Company at any time.

3 Ranking

- 3.1 The respective sums secured under the Securities shall rank in the following order of priority:-
 - (a) In relation to the Company:

- (i) the Ultimate Company Floating Charge shall rank on the Non-Vesting Book Debts and on the proceeds thereof prior and preferably to the Security Trustee Company Floating Charge to an unlimited extent;
 - (ii) the Security Trustee Company Floating Charge shall rank on the Non-Vesting Book Debts and on the proceeds thereof to an unlimited extent after the prior ranking provided for in clause 3.1(a)(i) has been satisfied;
 - (iii) the Security Trustee Company Floating Charge shall rank on the assets thereby secured (other than the Non-Vesting Book Debts) and on the rents thereof and on the proceeds thereof prior and preferably to Ultimate Company Floating Charge to an unlimited extent;
 - (iv) the Ultimate Company Floating Charge shall rank on the assets thereby secured (other than the Non-Vesting Book Debts) and on the rents thereof and on the proceeds thereof to an unlimited extent after the prior ranking provided for in clause 3.1(a)(iii) has been satisfied.
- (b) In relation to LGHL:
- (i) the Security Trustee LGHL Floating Charge shall rank on all the assets thereby secured and on the rents thereof and on the proceeds thereof prior and preferably to the Ultimate LGHL Floating Charge to an unlimited extent; and
 - (ii) the Ultimate LGHL Floating Charge shall rank on all the assets thereby secured and on the rents thereof and on the proceeds thereof to an unlimited extent after the prior ranking provided in clause 3.1(b)(i) has been satisfied;
- (c) In relation to LHL:
- (i) the Security Trustee LHL Floating Charge shall rank on all the assets thereby secured and on the rents thereof and on the proceeds thereof prior and preferably to the Ultimate LHL Floating Charge to an unlimited extent;
 - (ii) the Ultimate LHL Floating Charge shall rank on all the assets thereby secured and on the rents thereof and on the proceeds thereof to an unlimited extent after the prior ranking provided for in clause 3.1(c)(i) has been satisfied.

- 3.2 Ultimate and the Security Trustee hereby agree that any fixed security held by either of them from any Chargee over any heritable or real property shall rank in priority to the Securities.
- 3.3 The amount of any Receiver's remuneration and all outgoings, costs, charges, expenses, liabilities and payments ranking by statute for payment in priority to the amount secured by the Securities shall be deducted from all receipts and recoveries under the relevant Security prior to their application towards the discharge or satisfaction of the amounts secured by the Securities.
- 3.4 For the avoidance of doubt, each of the parties hereto agrees that the proceeds of any Book Debt whether created before or after the enforcement of any Security, and whether an asset of Ultimate or the Company shall constitute solely a realisation of a Book Debt (and as such shall be payable solely to Ultimate) and no part of any Book Debt shall be attributable to a realisation of any other asset of the Company.

4 Continuing Security

The Securities shall be continuing securities for repayment to the Security Holders of the money and liabilities thereby secured and the priority arrangements herein contained shall not be affected by any fluctuations in the amount from time to time due, owing or incurred by the Company on any account to any of the Security Holders or by the existence at any time of a credit or nil balance on any such account of the Company with any Security Holder.

5. Permitted Payment

5.1 Subject to clause 5.2 below, at any time before the Ultimate Discharge Date, the Chargees may (in cash) and the Sellers may receive:

5.1.1 each scheduled payment of interest on the principal amount of the Deferred Payments on the dates and in the amounts specified in the Share Purchase Agreement; and

5.1.2 payment of the principal amount of the Deferred Consideration.

5.2 The Chargees shall not be permitted to make any payment of the Deferred Payments in the event of

(a) the Company enters into any discussion with an insolvency practitioner with a view to the rescheduling of any of its indebtedness.

6 Enforcement of Security

6.1 The Security Trustee irrevocably undertakes that it shall not give notice of its intention to appoint a Receiver or an Administrator or otherwise enforce or exercise (or attempt to enforce or exercise) all or any part of the Security Trustee's Security unless it has given Ultimate 5 Business days' notice of its intention to do so or it has obtained Ultimate's prior written consent permitting it to do so.

6.2 Subject to clause 6.1 above, the Security Holders shall consult and co-operate with each other with the intent (without any requirement) that:-

6.2.1 the Securities shall so far as practicable be enforced by the same method and at the same time;

6.2.2 in the case of an appointment of a Receiver or an Administrator by a Security Holder under its Security the same person shall be appointed Receiver or Administrator by the other Security Holder (if that other Security Holder shall also make such an appointment).

6.3 The provisions of clause 6.1 shall not affect clauses 3.1, 3.2, 9.1 or 9.2 nor prevent any Security Holder from appointing a Receiver or an Administrator under its Security or from the exercise or enforcement of its Security or any rights thereunder or at law without any consultation if it considers it expedient to do so.

6.4 If any Security Holder shall appoint a Receiver or an Administrator under its Security or shall otherwise enforce or exercise its Security it shall immediately give written notice thereof to the other Security Holder.

6.5 If either Security Holder, seeking to enforce its Security in accordance with this clause 6, so requests in writing (and undertakes to pay the reasonable costs and expenses incurred in compliance with that request) then the other Security Holder shall execute all such documents and do all such things as are available to it which

may reasonably be required to facilitate the exercise of the powers of enforcement or realisation under this clause 6 provided that the interests of that other Security Holder are not thereby prejudiced.

7 Information

- 7.1 Whilst this ranking agreement subsists each Security Holder shall be at liberty from time to time to disclose to the other of them information concerning the Company and its affairs in such manner and to such extent as the disclosing Security Holder may decide.
- 7.2 Each Security Holder acknowledges the right of the other of them to the production and delivery of copies of the documents comprising or referred to in its Security.

8 Compliance with Undertakings

- 8.1 The Company shall observe and perform all the obligations and undertakings in the Ultimate Company Floating Charge relating to the Non-Vesting Book Debts and the proceeds of the same. Such observance and performance shall be deemed to constitute compliance with the obligations and undertakings in the Security Trustee Company Floating Charge relating to the Non-Vesting Book Debts and their proceeds.
- 8.2 If either Security Holder shall have any books or records of the Company in its possession, it will provide such access to those books and records as may reasonably be required by any Receiver or Administrator appointed by the other Security Holder.

9 Floating Charges

- 9.1 In so far as it may be necessary to give effect to the provisions of this ranking agreement, the Ultimate Floating Charges and the Security Trustee Floating Charges are hereby varied and this ranking agreement shall be construed and receive effect as an instrument of alteration within the meaning of section 466 of the Companies Act 1985.
- 9.2 In so far as the Security Trustee Floating Charges are prior floating charges (notwithstanding clause 9.1) within the meaning of paragraph 15 of Schedule B1 to the Insolvency Act 1986 (such that Ultimate is thereby obliged to notify Security Trustee of its intention to appoint an administrator before so appointing) the Security Trustee hereby irrevocably waives its right to receive such notice. In addition and within the meaning of paragraph 15(1)(b) of Schedule B1 to the Insolvency Act 1986 the Security Trustee irrevocably consents to the appointment of an Administrator by Ultimate notwithstanding that no notice of intention to appoint an Administrator shall have been given to it.

10 Termination

This ranking agreement shall cease to have further effect when one or more of the Securities shall have been fully discharged.

11 The Chargees' Acknowledgement

Each Chargee acknowledges the ranking priorities recorded in this ranking agreement and consents to the rest of the terms of this ranking agreement. Each Chargee acknowledges that this ranking agreement does not create any rights in its favour and that it shall not be entitled to rely upon or enforce any of the terms of this ranking agreement as against either Security Holder.

12 **Entire Agreement**

This ranking agreement forms the entire agreement between the parties relating to the priority of their respective Securities and the application of the proceeds thereof and supersedes all earlier meetings, discussions, negotiations, correspondence, faxes, telexes, letters, e-mails, transactions, communications, understandings and arrangements of any kind so relating.

13 **Forbearance, Failures and Waivers**

13.1 No forbearance or failure by any party to exercise or assert or claim any rights or entitlement hereunder shall be construed (in the absence of a written agreement to a waiver or a written confirmation of a past waiver) as a waiver of that right or entitlement.

13.2 No waiver of any breach of any term of this ranking agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorising a continuation of a particular breach.

14 **Variations**

Save as otherwise provided herein, any variation of this ranking agreement shall be binding only if it is recorded in a document signed by or on behalf of each Security Holder.

15 **Severability**

The provisions of this ranking agreement shall be severable and distinct from each other. If at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this ranking agreement shall not in any way be affected, prejudiced or impaired thereby.

16 **Facilities**

Nothing in this ranking agreement shall bind either the Security Trustee or Ultimate to make any advance or prepayment or to grant any credit or other facilities to the Company.

17 **Time and Indulgence**

The Security Trustee and Ultimate shall each be entitled to grant time or indulgence or to release or compound with the Company or otherwise deal with its Security without reference to the other Security Holder except to the extent regulated by this ranking agreement.

18 **Continuing Effect**

The ranking priorities set forth above shall apply even though a liquidator or Receiver or an Administrator shall be appointed under the Insolvency Act 1986 in relation to the Company.

19 **Assignment**

Neither of the Security Holders shall assign, transfer, charge or otherwise dispose of its Security or any of its rights or obligations under them to any person (a "Transferee") or agree or attempt to do so unless the Transferee shall first have agreed with the other Security Holder to adhere to and be bound by all the provisions of this ranking agreement affecting the other Security Holder including this clause 19.

20 **Conflict and Invalidity**

If any of the provisions of this ranking agreement conflict with any provisions of either or both of the Securities then the provisions of this ranking agreement will prevail.

21 Notices

- 21.1 Any notice or other communication given or made under or in connection with the matters contemplated by this ranking agreement shall be in writing.
- 21.2 Any such notice, or other communication shall be addressed to the relevant address stated at the start of this ranking agreement, or as provided in clause 21.3, and if so addressed, shall be deemed to have been duly given or made as follows:
- 21.2.1 if sent by personal delivery, upon delivery at the address of the relevant party; or
- 21.2.2 if sent by first class pre-paid letter post, two clear business days after the date of posting.
- 21.3 A party may notify the other parties to this ranking agreement of a change to its name or address for the purposes of clause 21.2 provided that such notification shall only be effective on:
- 21.3.1 the date specified in the notification as the date on which the change is to take place;
- 21.3.2 if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any such change has been given.
- 21.4 For the avoidance of doubt, the parties agree that the provisions of this clause shall not apply in relation to the service of any document by which any legal proceedings are commenced or continued or forming any part of such proceedings.



22 Counterparts




- 22.1 This ranking agreement may be executed in any number of counterparts and by each of the parties on separate counterparts, but all counterparts shall together constitute one and the same instrument, all as permitted by The Legal Writings (Counterparts and Delivery)(Scotland) Act 2015.
- 22.2 If executed in counterparts:
- 22.2.1 this ranking agreement will not take effect until each of the counterparts has been delivered;
- 22.2.2 each counterpart of this ranking agreement will be held as undelivered until the parties agree a date on which all of the counterparts are to be treated as delivered;
- 22.2.3 the date of delivery of this ranking agreement may be inserted on the front page of this ranking agreement in the blank provided for the delivery date.





23 Law and Jurisdiction





- 23.1 This ranking agreement is governed by and shall be construed in accordance with Scots law.
- 23.2 The parties to this ranking agreement irrevocably submit to the exclusive jurisdiction of the Scottish courts to settle any disputes which may arise out of or in connection with this ranking agreement.




IN WITNESS WHEREOF the parties hereto have executed this ranking agreement as follows:-

| | | | |
|---|---|---------------------|---|
| SUBSCRIBED by an attorney for and on behalf of ULTIMATE FINANCE LIMITED | | In the presence of: | |
| Signature of Attorney: |  | Witness: |  |
| Full Name: | Jennifer Mord | Full Name: | SHARA SHATT |
| At: | 2.15pm | Address: | Ultimate Finance Limited Equinox North Great Park Road Bradley Stoke Bristol BS32 4QL |
| Date: | 10 May 2023 | | |

| | | | |
|---|---|---------------------|--|
| SUBSCRIBED by James Laughlin in his capacity as SECURITY TRUSTEE | | In the presence of: | |
| Signature of James Laughlin |  | Witness: |  |
| Full Name: | JAMES LAUGHLIN | Full Name: | JEAN LAUGHLIN |
| At: | 0900 | |  |

| | | | |
|---|---|---------------------|--|
| SUBSCRIBED by a director for and on behalf of LINNET GROUP HOLDINGS LIMITED | | In the presence of: | |
| Signature of Director |  | Witness |  |
| Full Name: | PAUL McATEE | Full Name: | ALISON Sinclair |
| At: |  | Address: |  |
| Date: | 9/5/23 | | ST4, FK7 9EN |

| | | | |
|--|---|---------------------|--|
| SUBSCRIBED by a director for and on behalf of LINNET HOLDINGS TECHNOLOGY | | In the presence of: | |
| Signature of Director |  | Witness |  |
| Full Name | PAUL McATEE | Full Name: | ALISON Sinclair |
| At: |  | Address: |  |
| Date: | 9/5/23 | | ST4, FK7 9EN |

| | | | |
|---|---|--------------------|--|
| SUBSCRIBED by a director for and on behalf of LINNET TECHNOLOGY LIMITED | | In the presence of | |
| Signature of Director: |  | Witness: |  |
| Full Name | POL McABE | Full Name | ANISON SING LARK |
| At: | UNIT 5 BLOCK 3 MAMU FARM | Address: |  |
| Date: | 9/5/23 | | STO, PNT 9E15 |