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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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this margin

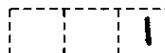
Pursuant to section 410 and 466 of the Companies Act 1985

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

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

For official use

Company number



SC365971

Name of company

* Westside Distribution Limited (the "Company")

* insert full name
of company

Date of creation of the charge (note 1)

23 December 2009

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

Ranking Agreement

Names of the persons entitled to the charge

The Royal Bank of Scotland plc (Company Number SC083026)

Short particulars of all the property charged

All of the Company's liabilities to The Royal Bank of Scotland plc (present, future, actual or contingent
and whether incurred alone or jointly with another) including interest and expenses.

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

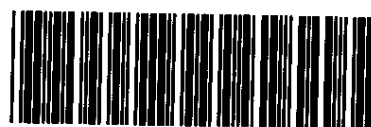
BTO Solicitors LLP
48 St. Vincent Street
Glasgow
G2 5HS
(Ref: NMB/RBOS/1/399)

For official use (02/06)

Charges Section

Post room

THURSDAY



SCT

SB7ABNK6

30/06/2022

#25

COMPANIES HOUSE

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

1. The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh, EH2 2YB;
2. Westside Distribution Limited, having its registered office 100 Fifty Pitches Road, Glasgow, G51 4EB;
3. Alisort Marion-Grant, residing at 63 Hamilton Drive, Glasgow, G12 8DP;
4. Jonathan Francis VanDer Schoot, residing at 26 Westhill, Hitchin, Herts, SG5;
5. Philip Ewing Hay, residing at 7 Silverwells Crescent, Bothwell, G71 8SE.

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write in
this margin*

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

Date(s) of execution of the instrument of alteration

16 and 17 June 2022.

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

Not applicable

Short particulars of any property released from the floating charge

Not applicable

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

Not applicable

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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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 Lender's Floating Charge to the extent of the Lender's Property;
2. the Bank's Floating Charge to the extent of the Bank's Priority;

"Bank" means The Royal Bank of Scotland plc, SC083026;

"Bank's Floating Charge" means the Bond and Floating Charge granted by the Customer in favour of the Bank dated 23 December 2009 and registered with the Registrar of Companies in Edinburgh on 12 January 2010;

"Bank's Priority" means Four hundred thousand pounds (£400,000) Sterling of principal plus interest and expenses;

"Lender" means Alison Marion Grant, Jonathan Francis VanDer Schoot and Philip Ewing Hay;

"Lender's Floating Charge" means the Bond and Floating Charge granted by the Company in favour of the Lender dated on or around the date of the Company's execution of the Ranking Agreement and to be registered in the Register of Companies in Edinburgh;

"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 Bank, the Lender and the Company;

"Securities" means the Bank's Floating Charge and the Lender's Floating Charge.

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 Nicholas McBride Date 27 June 2022
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



FILE COPY

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

COMPANY NO. 365971

CHARGE NO. 1

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 17 JUNE 2022 WERE DELIVERED
PURSUANT TO SECTION 878 OF THE COMPANIES ACT 2006
ON 30 JUNE 2022**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 23
DECEMBER 2009**

BY WESTSIDE DISTRIBUTION LIMITED

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

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 30 JUNE 2022



Companies House



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

GLASGOW 27-6-22
CERTIFIED A TRUE COPY

Nicholas McBride
Member
BTO Solicitors LLP
SOLICITORS & NOTARIES PUBLIC
GLASGOW G2 5HS



RANKING AGREEMENT

between

THE ROYAL BANK OF SCOTLAND PLC

and

WESTSIDE DISTRIBUTION LIMITED

2022

(NMB/RBOS/1/399)

48 St Vincent Street Glasgow G2 5HS

T: +44 (0)141 221 8012

DX GW96

One Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9QG

T: +44 (0)131 222 2939

DX ED77

77-81 Sinclair Street Helensburgh G84 8TG

T: +44 (0)1436 671 221

DX 500751

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

RANKING AGREEMENT

Definitions

Bank:	The Royal Bank of Scotland plc, Company Number SC083026;
Bank's Floating Charge:	The Bond and Floating Charge granted by the Customer in favour of the Bank dated 23 December 2009 and registered in the Register of Companies in Edinburgh on 12 January 2010;
Bank's Priority:	FOUR HUNDRED THOUSAND POUNDS (£400,000) STERLING of principal plus interest and expenses;
Creditors:	The Bank and the Lender;
Customer:	Westside Distribution Limited, a company incorporated under the Companies Acts (Registered Number SC365971) and having its Registered Office at 100 Fifty Pitches Road, Glasgow, G51 4EB;
Lender:	Alison Marion Grant, residing at 63 Hamilton Drive, Glasgow, G12 8DP; Jonathan Francis VanDer, Schoot, residing at 26 Wcathill, Hitchin, Herts, SG5; and Philip Ewing Hay, residing at 7 Silverwells Crescent, Bothwell, G71 8SE;
Lender's Floating Charge	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 and to be registered in the Register of Companies in Edinburgh;
Lender's Priority:	All sums due and to become due to the Lender in any way including all interest, charges and expenses;
Parties	The Creditors and the Customer;
Securities:	The Bank's Floating Charge and the Lender's Floating Charge.

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.

3 Ranking

Priority Limits

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

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

4 Alteration of Securities

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

5 Exclusion of legal rules

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

6 Assignment

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

7 Disclosure of Information

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

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 being distributed, whether by an insolvency practitioner or by the Customer, 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, monitor, administrator or liquidator of the Customer, 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.

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

10.1.3 give written notice to the other of their intention to exercise any rights under an acceleration or early termination clause or their intention to make demand for payment whilst the Customer is subject to moratorium before any right of acceleration or early termination takes place.

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 Lender as postponed lender will not, without giving the Bank two business days written notice exercise any rights under an acceleration or early termination clause or make demand for repayment whilst the Customer is subject to a moratorium.

10.2.2 the Lender as postponed lender will not, without the Bank's consent apply to the court for an administration order.

10.2.3 the Lender as postponed lender will not, without giving the Bank two business days written notice:

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

11 Severability

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

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 will not affect the Ranking Agreement.

13 Governing law

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

14 Testing clause

The Ranking Agreement comprising of this and the three preceding pages is executed as follows:

For and on behalf of the said ROYAL BANK OF SCOTLAND PLC.

at **GLASGOW**

on **16th of June 2022**

by

Authorised Signatory

CAMPBELL MILLS

Full Name

Witness

ANN GRUVER

Full Name

Address

For and on behalf of the said WESTSIDE DISTRIBUTION LIMITED,

at GLOUGON

on 17 JUNE 2022

by

Director/Company Secretary

PHILIP EWING HAY

Full Name

Witness

NICOLA HAY

Full Name

Address

Signed by the said Alison Marion Grant

at

on

(Signed)

(Full name)

In the presence of the following witness:-

(Witness)

(Full name)

(Address)

For and on behalf of the said WESTSIDE DISTRIBUTION LIMITED,

at

on

by

.....
Director/Company Secretary

.....
Witness

.....
Full Name

.....
Full Name

.....
Address
.....

Signed by the said Allison Marlon Grant

at GLASGOW

on 17 JUNE 2022

.....
Signed)

ALISON MARION GRANT
.....(Full name)

In the presence of the following witness:-

.....(Witness)

.....
HILARY MALONE
.....(Full name)

.....
.....
.....(Address)

Signed by the said Jonathan Francis Van Der Schoot

at GLASGOW

on 17 JUNE 2022

[Redacted Signature]

.....(Signed)

Jonathan Francis
Van der Schoot

.....(Full name)

In the presence of the following witness:-

[Redacted Signature]

.....(Witness)

Mark Cleave

.....(Full name)

[Redacted Address]

.....(Address)

Signed by the said Philip Ewing Hay

at

on

.....(Signed)

.....(Full name)

In the presence of the following witness:-

.....(Witness)

.....(Full name)

.....(Address)

Signed by the said Jonathan Francis Van Der Schoot

at

on

.....(Signed)

.....(Full name)

In the presence of the following witness:-

.....(Witness)

.....(Full name)

.....(Address)

.....

Signed by the said Philip Ewing Hay

at GLASGOW

on JUNE 17 2022

.....(Signed)

Philip Ewing Hay/.....(Full name)

In the presence of the following witness:-

.....(Witness)

NICOLA HAY.....(Full name)

.....(Address)

.....