



CHWP000

COMPANIES FORM No. 466(Scot)

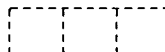
**Particulars of an instrument of  
alteration to a floating charge created  
by a company registered in Scotland****466***Please do not  
write in  
this margin*

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

Company number



SC369084

Name of company

\* Saucer Solutions Ltd

Date of creation of the charge (note 1)

29 November 2023

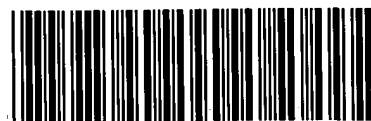
Description of the instrument creating or evidencing the charge or of any ancillary document which has  
been altered (note 1)

Floating charge

Names of the persons entitled to the charge

Lloyds Bank Commercial Finance Limited

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time while this  
security is in force comprised in the company's property and undertaking.Presenter's name address and  
reference (if any):EK29/BW2/04901.00002  
Morton Fraser MacRoberts LLP  
Quartermile Two, 2 Lister Square  
Simpson Loan  
EH3 9GLFor official use (02/06)  
Charges SectionTHURSDAY  
WEDNESDAYA33 20/12/2023 #25  
COMPANIES HOUSE  
\*ACIS5ETD\*  
A03 22/02/2024 #59  
COMPANIES HOUSE  
\*ACXEN8SY\*

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

(1) Saucer Solutions Ltd (company number SC369084) a company incorporated under the Companies Acts and having its registered office at 61 Dykehead Street, Queenslie Industrial Estate, Glasgow, G33 4AQ (the "Company").  
(2) Bank of Scotland, incorporated by Act of Parliament and having its head office at the Mound, Edinburgh, EH1 1YZ (the "Bank")  
(3) Lloyds Bank Commercial Finance Limited incorporated under the Companies Acts with registered number 00733011 and having its registered office at No.1 Brookhill Way, Banbury, Oxon, OX16 3EL ("LBCF")

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

Date(s) of execution of the instrument of alteration

29 November 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

Any present or future standard security, floating charge or other charge granted by the Company to the Bank or LBCF (other than the Securities) shall (unless otherwise agreed in writing between the parties hereto) not prejudice the above provisions as to ranking, notwithstanding any provision contained in any of the Securities or any such future charge or any rule to the contrary. The Company hereby undertakes to each of the Bank and LBCF that it shall not grant any further fixed or floating charges over all or any of its assets without the prior written consent of the Bank and LBCF.

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

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in black type, or  
bold block lettering

1 Notwithstanding:- (1) the terms of the Securities ; (2) the respective date or dates of their creation or of their registration; (3) the date or dates upon which sums have been or shall be advanced to the Company by the Bank or LBCF; or (4) the appointment of a liquidator, receiver or administrator to the Company or in respect of its assets (or part thereof); the Securities shall rank in the following order of priority:-

(a) in respect of the Assets:-

(i) First, the Bank's Floating Charge for all sums secured thereunder together with interest, costs, charges and expenses thereon;

(ii) Second, LBCF's Floating Charge for all sums secured thereunder together with interest, costs, charges and expenses thereon;

(b) In respect of the Debts:-

(i) First, LBCF's Floating Charge in respect of all sums secured thereunder together with interest, costs, charges and expenses thereon;

(ii) Second, the Bank's Floating Charge in respect of all sums secured thereunder together with interest, costs, charges and expenses thereon.

The following words shall bear the following meaning:-

"Assets" means the whole of the property, including uncalled capital, which is or may be from time to time comprised of the property and undertaking of the Company but expressly excludes the Debts;

"Banks Floating Charge" means a floating charge by the Company in favour of the Bank dated 19/08/2020 in security of all sums due or which may become due by the Company to the Bank;

"Customer" means a party under a Contract of Sale obliged to pay to the Company the invoice and, where the context so permits, a prospective Customer;

"Contract of Sale" means a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which an invoice arises;

"Debts" means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an invoice and the Related Rights;

"LBCF's Floating Charge" means a floating charge by the Company in favour of LBCF dated 29/11/2023 in security of all sums due or which may become due by the Company to LBCF;

"Related Rights" means

(i) all of the Company's rights under a Contract of Sale (including the right to damages);

(ii) all (negotiable and non-negotiable) instruments, security, bonds, guarantees and indemnities relating to an invoice;

(iii) all documents, ledgers, databases and computer files (including operating systems) recording or evidencing invoices;

(iv) all goods returned to or repossessed by you or rejected by a Customer and all documents of title to such goods;

(v) any credit insurance in respect of an invoice; and

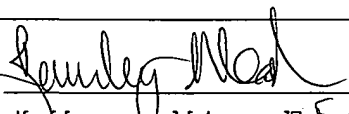
(vi) any time sheets or proofs of delivery.

"Securities" means The Bank's Floating Charge and LBCF'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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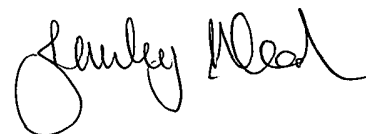
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legibly, preferably  
in black type, or  
bold block lettering

Signed  Date 19/2/24  
On behalf of ~~[company]~~ [chargee] For Morton Fraser MacRoberts LLP

**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

certified a true copy  
of the original  
19 February 2024  
For Mornan Trust  
MacRoberts LLP.



**RANKING AGREEMENT**

among

**SAUCER SOLUTIONS LTD**

Of the First Part

Bank of Scotland

Of the Second Part

and

Lloyds Bank Commercial Finance Limited

Of the Third Part

## RANKING AGREEMENT

among

Saucer Solutions Ltd a company incorporated under the Companies Acts with registered number SC369084 and having its Registered Office at 61 Dykehead Street, Queenslie Industrial Estate, Glasgow, G33 4AQ, United Kingdom (hereinafter referred to as "the Company") OF THE FIRST PART

and

BANK OF SCOTLAND Incorporated by Act of Parliament and having its head office at the Mound, Edinburgh, EH1 1YZ (hereinafter referred to as "the Bank") OF THE SECOND PART

and

Lloyds Bank Commercial Finance Limited incorporated under the Companies Acts with registered number 00733011 and having its Registered Office at No.1 Brookhill Way, Banbury, Oxon, OX16 3EL, United Kingdom (hereinafter called "LBCF") OF THE THIRD PART

WHEREAS the Company has granted or is about to grant -

(One) In favour of the Bank, a Floating Charge dated the 19/08/2020 in security of all sums due or which may become due by the Company to the Bank (hereinafter referred to as "the Bank's Floating Charge") over the whole property and undertaking of the Company; and

(Two) In favour of LBCF, a Floating Charge dated the 29/11/23 day of in security of all sums due or which may become due by the Company to LBCF (hereinafter referred to as "LBCF's Floating Charge") over the whole property and undertaking of the Company.

(The Bank's Floating Charge and LBCF's Floating Charge being hereinafter together referred to as "the Securities".)

NOW THEREFORE it is agreed among the Company, the Bank and LBCF as follows, videlicet:-

(One) Notwithstanding:- (1) the terms of the Securities ; (2) the respective date or dates of their creation or of their registration; (3) the date or dates upon which sums have been or shall be advanced to the Company by the Bank or LBCF; or (4) the appointment of a liquidator, receiver or administrator to the Company or in respect of its assets (or part thereof); the Securities shall rank in the following order of priority:-

(a) in respect of the Assets:-

- (i) First, the Bank's Floating Charge for all sums secured thereunder together with interest, costs, charges and expenses thereon;
- (ii) Second, LBCF's Floating Charge for all sums secured thereunder together with interest, costs, charges and expenses thereon;

(b) In respect of the Debts:-

- (i) First, LBCF's Floating Charge in respect of all sums secured thereunder together with interest, costs, charges and expenses thereon;
- (ii) Second, the Bank's Floating Charge in respect of all sums secured thereunder together with interest, costs, charges and expenses thereon.

- (Two) (a) A certificate signed by one of the Directors or the Company Secretary of LBCF will, except in the case of manifest error be conclusive evidence of the amount due to LBCF in terms of Clause One above.
- (b) A certificate signed by a duly authorised official of the Bank will, except in the case of manifest error be conclusive evidence of the amount due to the Bank in terms of Clause One above.
- (Three) If either the Bank or LBCF wish to take any Enforcement Action, the Bank and LBCF shall consult together with a view to agreeing upon the terms of such Enforcement Action, provided always that this agreement to consult will not prejudice the right of the Bank or LBCF to take Enforcement action under the Bank's Floating Charge or LBCF's Floating Charge (as the case may be) without prior consultation in case of need. If the Bank or LBCF take such Enforcement Action without consultation, it shall immediately advise the other that it has done so.
- (Four) Any present or future standard security, floating charge or other charge granted by the Company to the Bank or LBCF (other than the Securities) shall (unless otherwise agreed in writing between the parties hereto) not prejudice the above provisions as to ranking, notwithstanding any provision contained in any of the Securities or any such future charge or any rule to the contrary. The Company hereby undertakes to each of the Bank and LBCF that it shall not grant any further fixed or floating charges over all or any of its assets without the prior written consent of the Bank and LBCF.
- (Five) In the event of this Agreement being regarded by a receiver, administrator or liquidator of the Company as failing to bind him in the distribution of the proceeds of sale of the assets of the Company and in so far as the refusal of the receiver, administrator or liquidator to be bound by this Agreement shall cause prejudice to the Bank or LBCF, the parties hereto will compensate each other to the extent to which any of them may be prejudiced as a result.
- (Six) The Securities are hereby varied to the extent specified in Clause One hereof and this Agreement, so far as affecting the said Securities, shall be construed and receive effect as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985.
- (Seven) In so far as it may not be possible otherwise to give effect to the provisions of Clause One of this Agreement, effect shall be given thereto by the Company, the Bank and LBCF by mutual adjustment and/or appropriate payments made amongst them.
- (Eight) For the avoidance of doubt this Agreement supersedes any previous agreement, whether written or oral, express or implied, between the parties to it (or any of them) in relation to the subject matter of this Agreement.
- (Nine) Each of the Bank and LBCF hereby undertake to each other that they shall not assign or otherwise transfer the benefit of any of their Securities unless the assignee or transferee first agrees in writing with LBCF or the Bank (as the case may be) to be bound by the provisions of this Agreement.
- (Ten) If any provision of this Agreement is or becomes invalid, illegal or unenforceable, that shall not affect the validity, legality or enforceability of any other provision.
- (Eleven) Definitions
- In this Ranking Agreement the following words shall bear the following meanings:-

<b>"Assets"</b>	means the whole of the property, including uncalled capital, which is or may be from time to time comprised of the property and undertaking of the Company but expressly excludes the Debts;
<b>"Contract of Sale"</b>	means a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which an invoice arises;
<b>"Customer"</b>	means a party under a Contract of Sale obliged to pay to the Company the invoice and, where the context so permits, a prospective Customer;
<b>"Debts"</b>	means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an invoice and the Related Rights; and
<b>"Enforcement Action"</b>	<p>means the taking of any of the following actions:-</p> <ul style="list-style-type: none"><li>(i) appointing a Receiver pursuant to or in respect of any of the Securities;</li><li>(ii) exercising a power of sale or otherwise utilizing the rights given to a creditor under any of the Securities; or</li><li>(iii) petitioning for an administration order or for the winding up of the Company (or other action seeking the appointment of an administrator or a liquidator);</li></ul>
<b>"Related Rights"</b>	<p>means:-</p> <ul style="list-style-type: none"><li>(i) all of the Company's rights under a Contract of Sale (including the right to damages);</li><li>(ii) all (negotiable and non-negotiable) instruments, security, bonds, guarantees and indemnities relating to an invoice;</li><li>(iii) all documents, ledgers, databases and computer files (including operating systems) recording or evidencing invoices;</li><li>(iv) all goods returned to or repossessed by you or rejected by a Customer and all documents of title to such goods;</li><li>(v) any credit insurance in respect of an invoice; and</li><li>(vi) any time sheets or proofs of delivery.</li></ul>

(Twelve) This Agreement shall be governed by and construed according to the law of Scotland and each of the parties hereto submits to the non-exclusive jurisdiction of the Scottish Courts.



Classification: Confidential

(Thirteen) This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts, all as permitted by The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "Counterparts Act").

(a) Delivery where Agreement executed in counterpart

If executed in counterparts:

(i) this Agreement will not take effect until each of the counterparts has been delivered; and  
(ii) the date of delivery of this Agreement shall be inserted where indicated on the front page of this Agreement.

(b) Delivery where Agreement is not executed in counterpart:

Where not executed in counterparts, this Agreement shall be delivered and become effective on the date agreed between the parties as evidenced by the date inserted on the front page of this Agreement or, if no such date is inserted, the date on which LBCF signed this Agreement.

(Fourteen) The parties hereto consent to registration hereof and of any certificate pursuant to clause (Two) for preservation and execution:

IN WITNESS WHEREOF these presents typewritten on this and the 4 preceding pages are executed in duplicate as follows:-

Executed on behalf of the Company at [61 DYKEHEAD ST, GLASGOW G3 34AQ]  
on the [29<sup>th</sup>] day of [November 2013] acting by:

Director

Signature:

Name : BENJAMIN GAVIN LETHAM

Director/Company Secretary

Signature:

Name : IAN WILLIAM LETHAM

In the presence

of this Witness \*Signature.....

Name:

Occupation:

Address:

\*Witness signature (only required if the Company is registered with a sole Director as per the Companies Act 2006)

Document Confidential

Executed on behalf of Lloyds Bank Commercial Finance Limited at [100 Broothall Way  
Banbury, OX16 3EL ]  
on the [ 29 ] day of [ 11 ] 2023  
acting by, [ Klaudia Kabzinska ] its attorney conform to a Power of Attorney dated [ 24/7/23 ]

Klaudia Kabzinska  
Deal Management Administrator

SIGNATURE OF ATTORNEY

Signed as a deed by undernoted Attorney of  
Lloyds Bank Commercial Finance Limited

in the presence of:

SIGNATURE OF WITNESS

PRINT FULL NAME

PRINT WITNESS ADDRESS

100 Broothall Way

Banbury, OX16 3EL  
PRINT WITNESS OCCUPATION  
DM Manager

Ellie Paige Markantonatos  
Deal Management Coach

Signed as a deed by undernoted Attorney of  
Lloyds Bank Commercial Finance Limited

Executed on behalf of the Bank at [ 41 South Gyle Crescent, Edinburgh, EH12 9HP ]  
on the [ 29 ] day of [ 11 ] 2023  
acting by, [ NICOL GRANT ] its attorney conform to a Power of Attorney dated [ 20/4/23 ]

SIGNATURE OF ATTORNEY

NICOL ALEXANDER GRANT  
RELATIONSHIP MANAGER

in the presence of:

SIGNATURE OF WITNESS

PRINT FULL NAME

PRINT WITNESS ADDRESS

41 South Gyle Crescent  
Edinburgh, EH12 9HP

PRINT WITNESS OCCUPATION

CLIENT DEVELOPMENT MANAGER



**FILE COPY**

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

Company number: 369084

Charge code: SC36 908 4 0004

I hereby certify that particulars of an instrument of alteration dated 29th November 2023 were delivered pursuant to section 466 of the Companies Act 1985 on 20th December 2023 .

The instrument relates to a charge created on 29th November 2023 by SAUCER SOLUTIONS LTD in favour of LLOYDS BANK COMMERCIAL FINANCE LIMITED.

Given at Companies House, Edinburgh on 27th February 2024



**Companies House**



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