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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

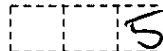
Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

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

For official use

Company number



SC307281

Name of company

* The Edinburgh Woollen Mill (Group) Limited (the Chargor)

Date of creation of the charge (note 1)

26 August 2020

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

Bond and Floating Charge

Names of the persons entitled to the charge

Spectre Holdings Limited (as defined in the instrument evidencing the charge altered by the agreement to which this Form 466 relates)

Short particulars of all the property charged

Security Assets means the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Chargor with the exception of the Excluded Assets but with such assets only being excepted for so long as the subordination agreement dated 17 March 2020 between the Chargor, EWM (Topco) Limited and Barclays Bank plc remains subsisting and in full force and effect.

"Excluded Assets" means all right, title and interest of the Chargor in and to:

- (a) the loan agreement between the Chargor as lender and EWM (Topco) Limited as borrower dated on or around 17 March 2020; and
- (b) the debenture granted by EWM (Topco) Limited in favour of the Chargor dated 17 March 2020.

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

Dentons UK and Middle East LLP
1 George Square
Glasgow
G2 1AL

For official use (02/06)

Charges Section

FRIDAY



S9DD0XGI

SCT

11/09/2020

#85

COMPANIES HOUSE

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

- (1) The Edinburgh Woollen Mill (Group) Limited, a company incorporated under the laws of Scotland with registered number SC307281 having its registered office at The Edinburgh Woollen Mill Limited, Waverley Mills, Langholm, Dumfriesshire DG13 0EB.
- (2) Spectre Holdings Limited, a company incorporated in accordance with the regulations of Jebel Ali Free Zone of 2003 (registration number 187570) and having its registered office at PO Box 34002, Dubai, United Arab Emirates (the Lender).
- (3) Philip Edward Day of Chalet Levanto, Route de la cot 8, 1936 Verbier, Switzerland.

*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

Executed on behalf of The Edinburgh Woollen Mill (Group) Limited, Spectre Holdings Limited and by Philip Edward Day on 24 July 2020, and delivered on 26 August 2020.

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

The Junior Security Holder must not take any Enforcement Action other than as requested by the Senior Security Holder without the prior written consent of the Senior Security Holder.

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

*Please do not
write in
this margin*

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

3.1 Ranking

The Ranked Security Interests rank in the following order:

- (a) first, the Senior Security as security for the Senior Liabilities; and
- (b) second, the Junior Security as security for the Junior Liabilities.

The Junior Security Holder shall not in any circumstances be subrogated to any of the rights of the Senior Security Holder (whether by way of security, guarantee or otherwise) under the Senior Security Documents.

"Creditor Liabilities" means the Senior Liabilities and the Junior Liabilities.

"Enforcement Action" means:

- (a) demanding, or proving for, any Creditor Liabilities;
- (b) taking any step to:
 - (i) enforce any Ranked Security Interest, or to crystallise any floating charge which is a Ranked Security Interest;
 - (ii) start or join any legal or arbitration proceedings to recover any Creditor Liabilities;
 - (iii) exercise any right of set-off or combination of accounts in relation to any Creditor Liabilities; or
 - (iv) exercise any right to require a person to acquire any Creditor Liabilities;
- (c) taking any corporate action, legal proceedings or other procedure or step (including making an application, presenting a petition, filing or serving a notice or passing a resolution) in relation to:
 - (i) the Chargor suspending payments on any of its debts, or any moratorium of any indebtedness of the Chargor;
 - (ii) a composition, compromise, assignment or arrangement with the Chargor or any creditor of the Chargor;
 - (iii) the winding-up, dissolution, administration or reorganisation (by voluntary arrangement, scheme of arrangement or otherwise) of the Chargor
 - (iv) appointing a Insolvency Practitioner in respect of the Chargor or any of its assets; or
 - (v) any analogous procedure or steps taken in any jurisdiction; or
- (d) taking any other step to recover any Creditor Liabilities.

"Excluded Assets" means all right, title and interest of the Chargor in and to: (a) the loan agreement between the Chargor as lender and EWM (Topco) Limited as borrower dated on or around 17 March 2020; and (b) the debenture granted by EWM (Topco) Limited in favour of the Chargor dated 17 March 2020.

"Junior Floating Charge" means the Security over the Security Assets to the Junior Security Holder under a floating charge dated on or around the date of this Agreement.

"Junior Liabilities" means all liabilities secured by the Junior Security Documents.

"Junior Security" means any Security over the Security Assets in favour of the Junior Security Holder.

"Junior Security Documents" means the Junior Floating Charge and any other documents creating Junior Security.

"Junior Security Holder" means Spectre Holdings Limited

"Ranked Security Interests" means (a) the Senior Security; and (b) the Junior Security.

"Security Assets" means the whole of the property, assets and undertaking (including uncalled capital) of the Chargor from time to time with the exception of the Excluded Assets but with such assets only being excepted for so long as the subordination agreement dated 17 March 2020 between the Chargor, EWM (Topco) Limited and Barclays Bank plc remains subsisting and in full force and effect.

"Senior Floating Charge" means Security over certain assets, including the Security Assets, to the Senior Security Holder under a floating charge dated 18 March 2020.

"Senior Liabilities" means all liabilities secured by the Senior Security Documents.

"Senior Security" means any Security over the Security Assets in favour of the Senior Security Holder.

"Senior Security Documents" means the Senior Floating Charge and any other documents creating Senior Security.

"Senior Security Holder" means Philip Edward Day

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

A fee is payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed Deborah Loh and Michelle Kask LLP Date 10 September 2020

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. For the date of creation of a charge see section 410(5) of the Companies Act. ☐ delete as appropriate
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. 307281
CHARGE CODE SC30 7281 0005

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 26 AUGUST 2020 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 11 SEPTEMBER 2020

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 26
AUGUST 2020

BY THE EDINBURGH WOOLLEN MILL (GROUP) LIMITED

IN FAVOUR OF
SPECTRE HOLDINGS LIMITED

GIVEN AT COMPANIES HOUSE, EDINBURGH 15 SEPTEMBER
2020

Certified as a true copy
of the original by Dentons
UK and Middle East LLP
Dentons UK and Middle East LLP

JCES/STF/105401.00092/67523153.1

Ranking Agreement

**For the purposes of the Legal Writings (Counterparts and Delivery)
(Scotland) Act 2015, this Ranking Agreement is delivered
on 26 August 2020**

The Edinburgh Woollen Mill (Group) Limited
(the Company)

Philip Edward Day
(the Senior Security Holder)

Spectre Holdings Limited
(the Junior Security Holder)

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement is delivered on 26 August 2020

Ranking Agreement

Between

- (1) **THE EDINBURGH WOOLLEN MILL (GROUP) LIMITED**, a company incorporated in Scotland with registered number SC307281 and having its registered office at Waverley Mills, Langholm, Dumfriesshire, DG13 0EB (the **Company**);
- (2) **SPECTRE HOLDINGS LIMITED**, a company incorporated in accordance with the regulations of Jebel Ali Free Zone of 2003 (registration number 187570) and having its registered office at PO Box 34002, Dubai, United Arab Emirates (the **Junior Security Holder**); and
- (3) **PHILIP EDWARD DAY**, residing at Chalet Levanto, Route de la cot 8, 1936 Verbier, Switzerland (the **Senior Security Holder**, together with the Junior Security Holder, the **Security Holders**).

Recitals

- A. The Company has granted Security over certain assets, including the Security Assets, to the Senior Security Holder under a floating charge dated 18 March 2020 (the **Senior Floating Charge**).
- B. The Company has granted Security over the Security Assets to the Junior Security Holder under a floating charge dated on or about the date of this Agreement (the **Junior Floating Charge**).
- C. The Company and the Security Holders have agreed to enter into this Agreement to regulate the respective priorities of the Senior Security and the Junior Security.

It is agreed:

1 Interpretation

1.1 Definitions

In this Agreement, including the Recitals (unless the context otherwise requires):

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Edinburgh and London.

Creditor Liabilities means the Senior Liabilities and the Junior Liabilities.

Company Insolvency means the Company being in administration, liquidation or another insolvency procedure in any jurisdiction.

Enforcement Action means:

- (a) demanding, or proving for, any Creditor Liabilities;
- (b) taking any step to:

- (i) enforce any Ranked Security Interest, or to crystallise any floating charge which is a Ranked Security Interest;
 - (ii) start or join any legal or arbitration proceedings to recover any Creditor Liabilities;
 - (iii) exercise any right of set-off or combination of accounts in relation to any Creditor Liabilities; or
 - (iv) exercise any right to require a person to acquire any Creditor Liabilities;
- (c) taking any corporate action, legal proceedings or other procedure or step (including making an application, presenting a petition, filing or serving a notice or passing a resolution) in relation to:
- (i) the Company suspending payments on any of its debts, or any moratorium of any indebtedness of the Company;
 - (ii) a composition, compromise, assignment or arrangement with the Company or any creditor of the Company;
 - (iii) the winding-up, dissolution, administration or reorganisation (by voluntary arrangement, scheme of arrangement or otherwise) of the Company;
 - (iv) appointing a Insolvency Practitioner in respect of the Company or any of its assets; or
 - (v) any analogous procedure or steps taken in any jurisdiction; or
- (d) taking any other step to recover any Creditor Liabilities.

Excluded Assets means all right, title and interest of the Chargor in and to:

- (a) the loan agreement between the Chargor as lender and EWM (Topco) Limited as borrower dated on or around 17 March 2020; and
- (b) the debenture granted by EWM (Topco) Limited in favour of the Chargor dated 17 March 2020.

Insolvency Practitioner means any liquidation, receiver, receiver and manager, administrator, administrative receiver, nominee or supervisor of the Company.

Junior Liabilities means all liabilities secured by the Junior Security Documents.

Junior Security means any Security over the Security Assets in favour of the Junior Security Holder.

Junior Security Documents means the Junior Floating Charge and any other documents creating Junior Security.

Preferential Payments means payments to which a preference attaches in terms of sections 59, 175, 386 and Schedule 6 of the Insolvency Act 1986.

Ranked Security Interests means:

- (a) the Senior Security; and
- (b) the Junior Security.

Security means a mortgage, charge, standard security, pledge, lien, assignment or assignment by way of security, retention of title provision, trust, hypothecation, right of set-off or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means the whole of the property, assets and undertaking (including uncalled capital) of the Company from time to time with the exception of the Excluded Assets but with such assets only being excepted for so long as the subordination agreement dated 17 March 2020 between the Chargor, EWM (Topco) Limited and Barclays Bank plc remains subsisting and in full force and effect.

Security Documents means:

- (a) the Senior Security Documents; or
- (b) the Junior Security Documents.

Senior Discharge Date means the date on which the Senior Liabilities have been fully and unconditionally discharged to the satisfaction of the Senior Security Holder.

Senior Liabilities means all liabilities secured by the Senior Security Documents.

Senior Security means any Security over the Security Assets in favour of the Senior Security Holder.

Senior Security Documents means the Senior Floating Charge and any other documents creating Senior Security.

1.2 Construction

In this Agreement, save where the contrary is indicated:

- (a) the headings of Clauses are inserted for ease of reference only;
- (b) any reference:
 - (i) to any document or other agreement, shall be deemed to include references to such document as amended, supplemented or replaced from time to time in accordance with the provisions of this Agreement;
 - (ii) to **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
 - (iii) to the Company, the Senior Security Holder and the Junior Security Holder shall be deemed to include their respective successors, transferees and assigns in accordance with their respective interest;

- (iv) the words **include(s)** or **including** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

1.3 Third party rights

This Agreement does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Agreement or otherwise.

2 Status of Company

- 2.1 The Company enters into this Agreement for the purpose of acknowledging the arrangements between the Security Holders and giving certain undertakings to the Security Holders.
- 2.2 None of the Security Holders' respective undertakings in this Agreement are given for the benefit of, or shall be enforceable by, the Company.
- 2.3 The Company shall not take any action to challenge, or take any action which might prejudice or affect, the terms agreed between the Security Holders in this Agreement.

3 Priority

3.1 Ranking

The Ranked Security Interests rank in the following order:

- (a) first, the Senior Security as security for the Senior Liabilities; and
- (b) second, the Junior Security as security for the Junior Liabilities.
- (b) The Junior Security Holder shall not in any circumstances be subrogated to any of the rights of the Senior Security Holder (whether by way of security, guarantee or otherwise) under the Senior Security Documents.

3.2 Co-operation

The parties shall co-operate to reflect the ranking specified in Clause 3.1 including:

- (a) by taking any action necessary to ensure that ranking is reflected in any register or with any registration authority; and
- (b) by giving any notice, instruction or direction to any person.

3.3 Ranking to prevail

The ranking specified in Clause 3.1 and the other terms of this Agreement will not be affected by any act, omission, matter or thing that might otherwise affect them, including:

- (a) the timing of the creation of the Ranked Security Interests;
- (b) the order of registration, notice or other perfection step in relation to the Ranked Security Interests;

- (c) the nature of any of the Ranked Security Interests;
- (d) the date on which any Senior Liability or Junior Liability arises;
- (e) any intermediate reduction in or satisfaction of the Senior Liabilities;
- (f) a Company Insolvency;
- (g) any amendment or supplement to or variation of any Security Document; or
- (h) any increase in, or change to the terms of, the Senior Liabilities or the Junior Liabilities.

4 Negative Undertakings

The Junior Security Holder must not take any Enforcement Action other than as requested by the Senior Security Holder without the prior written consent of the Senior Security Holder.

5 Preferential Payments

The ranking provisions set out in Clause 3.1 shall not prejudice the rights of the Senior Security Holder to receive Preferential Payments provided that any Preferential Payments *shall not be counted toward the payment of any sums due and to become due to the Senior Security Holder for the purposes of calculating the extent of any priority to which the Senior Security Holder is entitled under Clause 3.1.*

6 Endorsement on Junior Security Documents

At the request of the Senior Security Holder, the Junior Security Holder will promptly deliver a copy of any Junior Security Document to the Senior Security Holder, to the extent it has not previously done so.

7 Amendments

7.1 Amendments in writing

Subject to Clause 7.2, no amendment to this Agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to this Agreement.

7.2 Amendments agreed between Security Holders only

This Agreement may be amended without the consent of the Company and need not be signed by, or on behalf of, the Company, if the amendment does not relate to the obligations of the Company under this Agreement.

8 Waivers and consents

8.1 Must be in writing

Any consent or waiver given by a party under or in connection with this Agreement will only be effective if it is in writing. Waiver of one breach does not waive or imply waiver of any further or other breach.

8.2 Limited exercise is not a waiver

No failure to exercise, no delay in exercising and no single or partial exercise of a party's right or remedy in relation to this Agreement shall:

- (a) adversely affect that right or remedy;
- (b) waive it; or
- (c) prevent any further exercise of it or of any other right or remedy,

except to the extent the parties have expressly agreed otherwise in writing.

9 Miscellaneous

9.1 Security Holder consents

- (a) Each Security Holder consents to the entry by the Company into the Security Documents.

9.2 No prejudice

The arrangements effected by this Agreement shall be in addition to and shall not prejudice or affect any security or any right or remedy of either Security Holder in respect of the liabilities owed to it whether from the Company or any guarantor or surety.

9.3 Information

So long as both the Senior Security and Junior Security subsist, the Company consents to the disclosure by either Security Holder to the other Security Holder of any information about the Company.

9.4 Ranking not affected by further security

Any present or future Security granted by the Company (other than the Security Documents) to any of the parties to this Agreement shall not (unless otherwise agreed in writing by the parties) prejudice the ranking provisions set out in Clause 3.1 notwithstanding any provision contained in the Security Documents and any further Security or any rule of law to the contrary.

10 Costs

The Company shall reimburse all costs and expenses, including legal fees and value added tax, incurred by the Senior Security Holder and the Junior Security Holder in connection with the preparation and negotiation of, and enforcement and preservation of rights under, this Agreement.

11 Notices

11.1 Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by letter.

11.2 Addresses

- (a) The address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Agreement is that identified with its name below or any substitute address or department or officer as either party may notify to the other by not less than five Business Days' notice.
- (b) The addresses referred to in Clause (a) are:
 - (a) The Company:
To its registered office for the time being.
 - (b) The Junior Security Holder:
To its registered office for the time being.
 - (c) The Senior Security Holder:
Chalet Levanto, Route de la cot 8, 1936 Verbier, Switzerland.

11.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective if by way of letter, (i) when it has been left at the relevant address or (ii) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 11.2 (*Addresses*), if addressed to that department or officer.

12 Assignment and Transfer

No Security Holder may assign or otherwise dispose of its rights:

- (a) under this Agreement or any Security Document; or
- (b) to the Ranked Security Interests,

without first procuring that its successor in title or assignee has delivered to the other Security Holder a duly executed and delivered deed binding it to the terms of this Agreement.

13 Expiry

This Agreement will remain in force until the Senior Discharge Date.

14 Instrument of Alteration

- 14.1 This Agreement shall take effect as a variation within the meaning of Section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985 so far as applicable to the Security Documents or any of them and so far as is necessary to give effect to the provisions contained in this Agreement.

- 14.2 Each Security Holder confirms and undertakes to each other Security Holder that it will within 21 days of the date of this Agreement register the required details of this Agreement at Companies House in order for this Agreement to constitute a valid instrument of alteration in respect of any Floating Charge granted in favour of any Security Holder.

15 Counterparts

- 15.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.

- 15.2 Where executed in counterparts:

- (a) unless otherwise agreed between the parties, this Agreement shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the **Counterparts Act**);
- (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
- (c) the counterparts shall be treated as a single document pursuant to the Counterparts Act;
- (d) the parties may choose to evidence the date of delivery of this Agreement by inserting it on the cover page and at the top of page 1 in the blank provided for the delivery date of this Agreement;

the parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the parties. The parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Agreement.

16 Governing law and enforcement

16.1 Governing law

The laws of Scotland govern this Agreement, its interpretation and any non-contractual obligations arising from or connected with it.

16.2 Jurisdiction

- (a) The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a Dispute).
- (b) The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) Notwithstanding Clause (a), the Senior Security Holder shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, The Senior Security Holder may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding 8 pages has been executed as follows and, if executed in counterpart delivered on the date set out on the cover page and at the top of page 1 of this Agreement in accordance with Clause 15:

The Company

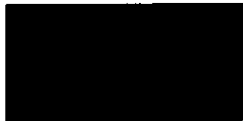
Executed for and on behalf of

THE EDINBURGH WOOLLEN MILL (GROUP) LIMITED

at **Carlisle** _____

on **24th day of July** 2020

by



Director
(Signature)

Steve Simpson _____
Director
(Print Full Name)

in the presence of this witness:



Witness

John Jackson _____

Full name

Global house, 5 Castle Street, Carlisle, Cumbria,
CA3 8SY _____

Address

The Junior Security Holder

Executed for and on behalf of

SPECTRE HOLDINGS LIMITED

at PLSILSPIN

On 24th day of July 2020

by 

Authorised Signatory
(Signature)

ALEX WATSON
Authorised Signatory
(Print Full Name)

In the presence of this witness:


Witness

SUSAN CHAMATE

Full name



Address

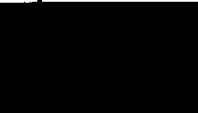
The Senior Security Holder

Executed by

PHILIP EDWARD DAY

at 12312 SPAIN

on 24th day of July 2020

by 

Authorised Signatory
(Signature)

PHILIP DAY

Authorised Signatory
(Print Full Name)

in the presence of this witness



Witness

SUSAN CHAMBERTE

Full name



Address