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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

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

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

For official use

Company number

3

SC396083

Name of company

* ADVANCE GLOBAL RECRUITMENT LTD

* insert full name
of company

Date of creation of the charge (note 1)

06 June 2014

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

Aldermore Bank PLC

Short particulars of all the property charged

All the property, undertakings, assets and rights of the Company

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

Gavin Mories
Aldermore Bank PLC
Springfield House,
76 Wellington Street,
Leeds, LS1 2AY

For official use (02/06)
Charges Section

Post room

FRIDAY



59ZMXGA0

SCT

05/03/2021

#233

COMPANIES HOUSE

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

Advance Global Recruitment Limited, Unit 16, Beaverbank Business Park, Logie Mill, Edinburgh, EH7 4HG

Aldermore Bank PLC, 1st Floor, Block B, Western House, Lynch Wood, Peterborough, PE2 6FZ

The Royal Bank of Scotland PLC, 36 St. Andrew Square, Edinburgh, Scotland, EH2 2YB

*Please do not
write in
this margin*

*Please complete
legibly, preferably
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bold block lettering*

Date(s) of execution of the instrument of alteration

Advance Global Recruitment Limited, 8th Feb 2021

Aldermore Bank PLC, 2nd December 2020

The Royal Bank of Scotland PLC, 22nd December 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

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

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

*Please do not
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in black type, or
bold block lettering*

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

1 in relation to the Commercial Assets:

1.1 first, the Bank Floating Charge on the property and undertaking thereby secured up to the level of the Bank's Priority and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby;

1.2 second, the Lender Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby.

2 in relation to the Book Debts:

2.1 first, the Lender Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby;

2.2 second, the Bank Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby.

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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this margin*

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bold block lettering*

Signed



Date 05/03/2021

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. 396083
CHARGE CODE SC39 6083 0003**

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 8 FEBRUARY 2021 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 5 MARCH 2021**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 6
JUNE 2014**

BY ADVANCE GLOBAL RECRUITMENT LTD

**IN FAVOUR OF
ALDERMORE BANK PLC**

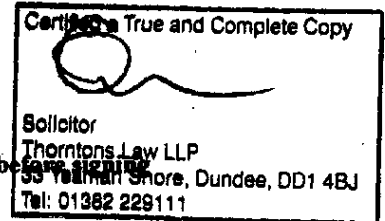
GIVEN AT COMPANIES HOUSE, EDINBURGH 11 MARCH 2021



Companies House



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



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

RANKING AGREEMENT

Definitions

Bank:	The Royal Bank of Scotland plc, Company Number SC83026
Bank's Floating Charge:	The Bond and Floating Charge granted by the Company in favour of the Bank dated on or around the date of the Company's execution of the Ranking Agreement
Bank's Priority:	All sums due and to become due to the Bank by the Company pursuant to the CBILS Facility Letter
Book Debts:	Means the book debts of the Company charged by the Lender's Floating Charge
CBILS Facility Letter:	Means the £500,000 term loan facility letter dated 17 July 2020 between the Bank and the Company provided pursuant to the Coronavirus Business Interruption Loans Scheme
Commercial Assets:	The whole undertaking and assets of the Company under exception of the Book Debts
Company:	Advance Global Recruitment Limited incorporated under the Companies Act (Company Number SC396083) and having their registered office at Unit 16 Beaverbank Business Park, Logie Mill, Edinburgh, EH7 4HG
Creditors:	The Bank and the Lender
Lender:	Aldermore Bank PLC incorporated under the Companies Acts (Registered Number 947662) having its Registered Office at 1st Floor, Block B, Western House, Lynch Wood, Peterborough, PE2 6FZ
Lender's Floating Charge:	The Bond and Floating Charge granted by the Company in favour of the Lender dated 6 June 2014 and registered in the Register of Companies in Edinburgh on 7 June 2014
Lender's Priority:	Means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any

time hereafter (whether before or at any time after demand) be or become due in any manner by the Company to the Lender including interest, discount, commission and all lawful charges or expense which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping an account of the Company and so that interest shall be computer and compounded accordingly to the usual rate and practice of the Lender before as well as after any demand made or decree or judgement obtained under the Lender's Floating Charge, and all or any monies, liabilities and obligations due by the Company under the Lender's Floating Charge

Parties: The Creditors and the Company

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.
- 1.3 A reference 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.
- 1.4 References to the Ranking Agreement shall be to the Ranking Agreement as amended, varied, supplemented or novated from time to time;
- 1.5 If there shall be any conflict or inconsistency between any provision of the Ranking Agreement and any provision contained within a Security, the provision of the Ranking Agreement shall prevail.

2 Consent

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

3 Ranking

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

- 3.1 in relation to the Commercial Assets:

3.1.1 first, the Bank Floating Charge on the property and undertaking thereby secured up to the level of the Bank's Priority and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby;

3.1.2 second, the Lender Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby.

3.2 in relation to the Book Debts:

3.2.1 first, the Lender Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby;

3.2.2 second, the Bank Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby.

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 Company and its affairs in a manner and to such extent as the Creditors shall agree and the Company 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 Company being distributed, whether by an insolvency practitioner or by the Company, 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, administrator or liquidator of the Company, 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 or 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.

10.2 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 neither the Lender nor the Bank will without giving the other five business days written notice:

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

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 Company'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 is executed as follows:

on behalf of The Royal Bank of Scotland plc,
by
on2020
at

.....
Director/ Company Secretary/Authorised
Signatory

before the witness

.....
Witness

on behalf of Aldermore Bank PLC
by CARIN MORRIS
on 2nd DECEMBER 2020
at BISHOPTON

C. Morris
.....
Director/ Company Secretary/Authorised
Signatory

before the witness

Linda Carter
19 Acer Cres
Baisley, PA2 9UE

Linda Carter
.....
Witness

on behalf of **Advance Global Recruitment Limited**

by
on2020
at

.....
Director/ Company Secretary/Authorised
Signatory

before the witness

.....
Witness

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time hereafter (whether before or at any time after demand) be or become due in any manner by the Company to the Lender including interest, discount, commission and all lawful charges or expense which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping an account of the Company and so that interest shall be computer and compounded accordingly to the usual rate and practice of the Lender before as well as after any demand made or decree or judgement obtained under the Lender's Floating Charge, and all or any monies, liabilities and obligations due by the Company under the Lender's Floating Charge

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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.
- 1.3 A reference 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.
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2 Consent

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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

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6 Assignment

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

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 neither the Lender nor the Bank will without giving the other five business days written notice:

- take steps to appoint an administrator or receiver of the Company; or
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14 Testing clause

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on behalf of The Royal Bank of Scotland plc,
by
on2020
at

.....
Director/ Company Secretary/Authorised
Signatory

before the witness

.....
Witness

on behalf of Aldermore Bank PLC
by GAVIN HARRIS
on 2nd DECEMBER 2020
at BISHOPSTON

.....
~~Director/ Company Secretary/Authorised~~
Signatory

before the witness
Linda Carter
19 Acer Crescent
Paisley PA2 9LR

Linda Carter
.....
Witness

on behalf of **Advance Global Recruitment Limited**

by
on2020
at

.....
Director/ Company Secretary/Authorised
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before the witness

.....
Witness

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13 Governing law

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14 Testing clause

The Ranking Agreement is executed as follows:

on behalf of The Royal Bank of Scotland plc,
by Lesley Haycocks
on 22nd DECEMBER 2020
at MANCHESTER

Lesley Haycocks
Director/ Company Secretary/Authorised
Signatory

before the witness
TINA BARDLEY
1 HARDMAN BOULEVARD
MANCHESTER M3 3AD

Tina Bardley
Witness

on behalf of Aldermore Bank PLC
by
on 2020
at

.....
Director/ Company Secretary/Authorised
Signatory

before the witness
.....
.....
.....

.....
Witness

on behalf of **Advance Global Recruitment Limited**

by
on 2020
at

.....
Director/ Company Secretary/Authorised
Signatory

before the witness
.....
.....
.....

.....
Witness

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Parties: The Creditors and the Company

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.
- 1.3 A reference 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.
- 1.4 References to the Ranking Agreement shall be to the Ranking Agreement as amended, varied, supplemented or novated from time to time;
- 1.5 If there shall be any conflict or inconsistency between any provision of the Ranking Agreement and any provision contained within a Security, the provision of the Ranking Agreement shall prevail.

2 Consent

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

3 Ranking

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

- 3.1 in relation to the Commercial Assets:

3.1.1 first, the Bank Floating Charge on the property and undertaking thereby secured up to the level of the Bank's Priority and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby;

3.1.2 second, the Lender Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby.

3.2 in relation to the Book Debts:

3.2.1 first, the Lender Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby;

3.2.2 second, the Bank Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all sums secured or to be secured thereby.

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 Company and its affairs in a manner and to such extent as the Creditors shall agree and the Company 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 Company being distributed, whether by an insolvency practitioner or by the Company, 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, administrator or liquidator of the Company, 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 or 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.

10.2 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 neither the Lender nor the Bank will without giving the other five business days written notice:

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

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 Company'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 is executed as follows:

on behalf of The Royal Bank of Scotland plc,
by
on2020
at

.....
Director/ Company Secretary/Authorised
Signatory

before the witness

.....
Witness

on behalf of Aldermore Bank PLC
by
on2020
at

.....
Director/ Company Secretary/Authorised
Signatory

before the witness

.....
Witness

on behalf of **Advance Global Recruitment Limited**

by STUART HUNTER
on 8TH FEBRUARY 2021 2020
at UNIT 16, LOXIE MILL, EDINBURGH
EH7 4HG

.....
Director/ Company Secretary/Authorised
Signatory

before the witness
MARK SCOTT, FINANCE DIRECTOR
8TH FEBRUARY 2021
UNIT 16, LOXIE MILL, EDINBURGH
EH7 4HG

.....
Witness