

# M

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

3

SC588879

Name of company

\* SIX BY NICO (HOLDINGS) LIMITED

Date of creation of the charge (note 1)

26.01.2022

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

TC SECURITY TRUSTEE LIMITED

Short particulars of all the property charged

means the whole of the property (including uncalled  
capital) which is or may from time to time, while this  
floating charge is in force, be comprised in the property and  
undertaking of the Company

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

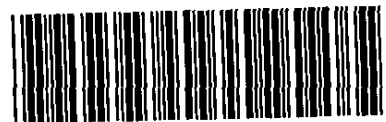
Pinsent Masons LLP  
13 Queen's Road  
Aberdeen  
AB15 4YL  
691769.07009

For official use (02/06)

Charges Section

Post room

THURSDAY



\*SCCIHVHE\*

SCT

21/09/2023

#109

COMPANIES HOUSE

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

SIXCO LIMITED (SC651401), SIX BY NICO (HOLDINGS) LIMITED (SC588879), SIX BY NICO (FITZROVIA) LIMITED (SC622694), SIX BY NICO (LIVERPOOL) LTD (SC635907), SIX BY NICO (CANARY WHARF) LTD (SC677026), HOME-X LABS LIMITED (SC651398), TAN&NS LIMITED (SC699998), VALARIA LTD (SC670541), 111 BY NICO LIMITED (SC588880), SOMEWHERE BARS LIMITED (SC753536), BEAT 6 LIMITED (SC698652) 227 West George Street, Glasgow, Scotland, G2 2ND; TC LOANS LIMITED (13031559) Unit 2 & 3 Charter Point Way, Ashby-De-La-Zouch, Leicestershire, England, LE65 1NF; TC SECURITY TRUSTEE LIMITED (12633574) Unit 2 & 3 Charter Point Way, Ashby-De-La-Zouch, Leicestershire, England, LE65 1NF

*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

Date of signing: 31 August 2023, 1 September 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

Short particulars of any property released from the floating charge

None

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

None

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  
write in  
this margin*

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

The Floating Charges granted by each Obligor shall rank equally and rateably (pari passu) in order of priority.

See attached Instrument of Alteration for full details.

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

*Please do not  
write in  
this margin*

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

Signed Paul Masars LLP Date 21.9.23  
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. 538879  
CHARGE CODE SC58 8879 0003

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 1 SEPTEMBER 2023 WERE DELIVERED  
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985  
ON 21 SEPTEMBER 2023

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 26  
JANUARY 2022

BY SIX BY NICO (HOLDINGS) LIMITED

IN FAVOUR OF  
TC SECURITY TRUSTEE LIMITED AS SECURITY TRUSTEE

GIVEN AT COMPANIES HOUSE, EDINBURGH 25 SEPTEMBER  
2023



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DELIVERED/EFFECTIVE ON 4 September 2023**

- (1) TC LOANS LIMITED AS NEW SECURITY TRUSTEE**  
**(2) TC SECURITY TRUSTEE LIMITED AS EXISTING SECURITY TRUSTEE**  
**AND**  
**(3) SIXCO LIMITED AND OTHERS AS OBLIGORS**

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**RANKING AGREEMENT**

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We certify that, save for material  
redacted pursuant to s.859G of the  
Companies Act 2006, this copy instrument is a  
correct copy of the original instrument

*Pin A Masas LLP*

*18 SEPTEMBER 2023*



**Pin A Masas**

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**RANKING AGREEMENT** (delivered/effective on the 4th day of September 2023) amongst:

- (1) **THE ENTITIES** whose details are set out in Part 1 of the Schedule (the "**Obligors**");
- (2) **TC LOANS LIMITED** acting as Security Trustee (as defined in the New Debt Documents) of the New Secured Parties (the "**New Security Trustee**"); and
- (3) **TC SECURITY TRUSTEE LIMITED** acting as the Security Trustee (as defined in the Existing Debt Documents) of the Existing Secured Parties (the "**Existing Security Trustee**").

## 1. **DEFINITIONS AND INTERPRETATION**

### 1.1 **Definitions**

In this Agreement unless the context requires otherwise terms defined in the Intercreditor Agreement shall have the same meanings in this Agreement and:-

#### 1.1.1 As regards the Existing Security Trustee:-

<b>the "RLS Floating Charges"</b>	means each floating charge granted by an Obligor in favour of the Existing Security Trustee as detailed in Part 2 of the Schedule
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#### 1.1.2 As regards the New Security Trustee:-

<b>the "BAU Floating Charges"</b>	means each floating charge granted by an Obligor in favour of the New Security Trustee on or about the date of this Agreement as detailed in Part 3 of the Schedule
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#### 1.1.3 **General**

<b>this "Agreement"</b>	means these presents as amended, supplemented, novated, extended or restated from time to time
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<b>"Companies Act"</b>	means the Companies Act 1985
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<b>"Floating Charges"</b>	means the RLS Floating Charges and the BAU Floating Charges
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<b>"Insolvency Act"</b>	means the Insolvency Act 1986
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<b>"Intercreditor Agreement"</b>	means the intercreditor agreement dated on or about the date of this Agreement and entered into between, amongst others, the New Security Trustee, the Existing Security Trustee, TC Loans Limited as New Lender, TC Funding as Existing Lender and the Obligors
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<b>"Security Holders"</b>	means the Existing Security Trustee and New Security Trustee (and " <b>Security Holder</b> " means any of them)
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**1.2 Interpretation**

Clause 1.2 (*Interpretation*) of the Intercreditor Agreement shall apply to this Agreement as if set out in full herein.

**1.3 Intercreditor Agreement**

This Agreement is supplemental to the Intercreditor Agreement. To the extent there is any conflict between the terms of this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail. Terms defined in the Intercreditor Agreement have the same meaning where used in this Agreement.

**2. RANKING OF FLOATING CHARGES**

The Floating Charges granted by each Obligor shall rank equally and rateably (*pari passu*) in order of priority.

**3. GENERAL PROVISIONS**

**3.1 Consent**

The Security Holders hereby consent to the creation and/or continuation of the Floating Charges by the Obligors, notwithstanding any contrary provision thereof or their date(s) of execution, creation or registration.

**3.2 Over-riding effect**

This Agreement shall receive effect, and the Floating Charges shall rank in the order of priority and to the extent herein provided as continuing securities for repayment of the amounts due from time to time by the Obligors to the Security Holders or any of them, notwithstanding:-

- 3.2.1 any contrary provision of the Floating Charges or their date(s) of execution, creation or registration;
- 3.2.2 the provisions of Sections 464 and 466 of the Companies Act or any other rule of law to the contrary;
- 3.2.3 the date(s) on which any such amount(s) has/have been or may hereafter be drawn down by or advanced or debited to the relevant Obligor or become due, owing or payable by it; or
- 3.2.4 the composition of or any fluctuation from time to time in any such amount(s), including its/their reduction to zero or the existence at any time of a credit balance on any current or other account comprised therein.

**3.3 Preferential debts**

Nothing in this Agreement shall prejudice the right of a Security Holder to receive payment of a preferential debt within the meaning of Section 386 and Schedule 6 of the Insolvency Act, and payment of any such debt shall not be treated as a repayment of any amount for which the Security Holder is given a priority ranking under Clause 2 (*Ranking of Securities*).

**4. STATUTORY PROVISIONS**

This Agreement shall be construed and receive effect as an instrument of alteration of the Floating Charges within the meaning of Section 466 of the Companies Act.

**5. COUNTERPARTS, DELIVERY, ETC**

- 5.1 This Agreement may be executed in any number of counterparts and by each party on a separate counterpart.
- 5.2 Where this Agreement is executed in counterparts:-
  - 5.2.1 it shall not take effect until all counterparts have been delivered;
  - 5.2.2 all counterparts shall be held as undelivered until the parties agree the date on which they are to be treated as delivered;
  - 5.2.3 such date of delivery shall be inserted in the blank provided for that purpose on page 1.
- 5.3 Where this Agreement is not executed in counterparts, it shall become effective on the date agreed among the parties and inserted in the blank provided for that purpose on page 1.

6. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of Scotland and the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

**IN WITNESS WHEREOF** these presents consisting of this and the 3 preceding pages are executed in counterparts as follows:-

SUBSCRIBED for and on behalf of

**SIXCO LIMITED**

at Glasgow

on the 1 day

of September 2023

by



Director

SUBSCRIBED for and on behalf of

**SIX BY NICO (HOLDINGS) LIMITED**

at Glasgow

on the 1 day

of September 2023

by



Director

SUBSCRIBED for and on behalf of

**SIX BY NICO (FITZROVIA) LIMITED**

at Glasgow

on the 1 day

of September 2023

by



Director

SUBSCRIBED for and on behalf of

**SIX BY NICO (LIVERPOOL) LTD**

at 31st

on the August day

of 2023 2023

by



Director

SUBSCRIBED for and on behalf of  
**SIX BY NICO (CANARY WHARF)**  
**LTD**

at Glasgow

on the 1 day  
of September 2023

by

Director

.....  
[Redacted Signature]

SUBSCRIBED for and on behalf of  
**HOME-X LABS LTD**

at Glasgow

on the 1 day  
of September 2023

by

Director

.....  
[Redacted Signature]

SUBSCRIBED for and on behalf of  
**TAN&NS LIMITED**

at Glasgow

on the 1 day  
of September 2023

by

Director

.....  
[Redacted Signature]

SUBSCRIBED for and on behalf of  
**VALARIA LTD**

at Glasgow

on the 1 day  
of September 2023

by

Director

.....  
[Redacted Signature]

SUBSCRIBED for and on behalf of  
**111 BY NICO LIMITED**

at Glasgow

on the 1 day  
of September 2023

by

Director

.....  
[Redacted Signature]

SUBSCRIBED for and on behalf of  
**SOMEWHERE BARS LIMITED**

at Glasgow

on the 1 day

of September 2023

by

[REDACTED]

Director

SUBSCRIBED for and on behalf of  
**BEAT 6 LIMITED**

at Glasgow

on the 1 day

of September 2023

by

[REDACTED]

Director

SUBSCRIBED for and on behalf of  
**TC LOANS LIMITED**

at 16,47 London

on the 31st day

of August 2023

by

[REDACTED]

Authorised Signatory

SUBSCRIBED for and on behalf of  
**TC SECURITY TRUSTEE LIMITED**

at 16.47 London

on the 31st day

of August 2023

by

[REDACTED]

Authorised Signatory

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING RANKING AGREEMENT ENTERED INTO AMONGST THE ENTITIES NAMED HEREIN, TC FUNDING LIMITED AND TC SECURITY TRUSTEE LIMITED**

**PART 1**

**OBLIGORS**

<b>Obligor Name</b>	<b>Registered Number</b>
Sixco Limited	SC651401
Six By Nico (Holdings) Limited	SC588879
Six by Nico (Fitzrovia) Limited	SC622694
Six by Nico (Liverpool) Ltd	SC635907
Six by Nico (Canary Wharf) Ltd	SC677026
Home-X Labs Ltd	SC651398
TAN&NS Limited	SC699998
Valaria Ltd	SC670541
111 By Nico Limited	SC588880
Beat 6 Limited	SC698652
Somewhere Bars Limited	SC753536

**PART 2****RLS FLOATING CHARGES**

<b>Grantor</b>	<b>Registered Number</b>	<b>Security Document</b>	<b>Dated</b>	<b>Beneficiary</b>
Sixco Limited	SC651401	Floating Charge	26 January 2022	TC Security Trustee Limited
Six By Nico (Holdings) Limited	SC588879	Floating Charge	26 January 2022	TC Security Trustee Limited
Six by Nico (Fitzrovia) Limited	SC622694	Floating Charge	26 January 2022	TC Security Trustee Limited
Six by Nico (Liverpool) Ltd	SC635907	Floating Charge	26 January 2022	TC Security Trustee Limited
Six by Nico (Canary Wharf) Ltd	SC677026	Floating Charge	26 January 2022	TC Security Trustee Limited
Six by Nico (Canary Wharf) Ltd	SC677026	Floating Charge created under the Debenture	17 November 2022	TC Security Trustee Limited
Home-X Labs Ltd	SC651398	Floating Charge	26 January 2022	TC Security Trustee Limited
TAN&NS Limited	SC699998	Floating Charge	26 January 2022	TC Security Trustee Limited
Valaria Ltd	SC670541	Floating Charge	26 January 2022	TC Security Trustee Limited
111 By Nico Limited	SC588880	Floating Charge	10 March 2023	TC Security Trustee Limited
Somewhere Bars Limited	SC753536	Floating Charge	On or about the date of this Agreement	TC Security Trustee Limited
Beat 6 Limited	SC698652	Floating Charge	On or about the date of this Agreement	TC Security Trustee Limited

**PART 3****BAU FLOATING CHARGES**

<b>Grantor</b>	<b>Registered Number</b>	<b>Security Document</b>	<b>Beneficiary</b>
Sixco Limited	SC651401	Floating Charge	TC Loans Limited
Six By Nico (Holdings) Limited	SC588879	Floating Charge	TC Loans Limited
Six by Nico (Fitzrovia) Limited	SC622694	Floating Charge	TC Loans Limited
Six by Nico (Liverpool) Ltd	SC635907	Floating Charge	TC Loans Limited
Six by Nico (Canary Wharf) Ltd	SC677026	Floating Charge	TC Loans Limited
Home-X Labs Ltd	SC651398	Floating Charge	TC Loans Limited
TAN&NS Limited	SC699998	Floating Charge	TC Loans Limited
Valaria Ltd	SC670541	Floating Charge	TC Loans Limited
111 By Nico Limited	SC588880	Floating Charge	TC Loans Limited
Somewhere Bars Limited	SC753536	Floating Charge	TC Loans Limited
Beat 6 Limited	SC698652	Floating Charge	TC Loans Limited