



CHWP000

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.



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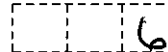
Pursuant to section 410 and 466 of the Companies Act 1985

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

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

For official use

Company number



SC125880

Name of company

* Fred Hill Holdings Limited

** insert full name of company*

Date of creation of the charge (note 1)

30 June 2017

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

Debenture dated 30 June 2017

Names of the persons entitled to the charge

Allied Irish Banks, p.l.c. (the "Mezzanine Security Trustee")

Short particulars of all the property charged

All its assets and undertaking, wherever located, both present and future.

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

Daniel MacGregor
Eversheds Sutherland
(International) LLP
Eversheds House, 70 Great
Bridgewater Street, Manchester
M15ES

For official use (02/06)

Charges Section

Post room



SCT

S6A03L2G

14/07/2017

COMPANIES HOUSE

#6

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

Allied Irish Banks, p.l.c. registered in Ireland (company number 24173), having its registered office at Bankcentre, Ballsbridge, Dublin 4 as security trustee for the Senior Creditors (the "Senior Security Trustee");
Allied Irish Banks, p.l.c. registered in Ireland (company number 24173), having its registered office at Bankcentre, Ballsbridge, Dublin 4 as security trustee for the Mezzanine Creditors;
Fred Hill (Glasgow) Limited (company number SC021865); Fraser Hart Limited (company number SC018475); Fred Hill Holdings Limited (company number SC125880); and Fraser Hart Holdings Limited (company number SC296802), together the "Scottish Obligors", and each having their registered office at 19 Queen Street, Glasgow G1 3ED.

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write in
this margin*

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

Date(s) of execution of the instrument of alteration

30 June 2017

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
write in
this margin*

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

Each of the parties to this instrument of alteration agrees that the Transaction Security shall rank and secure the following Liabilities (but only to the extent that such Transaction Security is expressed to secure those Liabilities) in the following order:

- first, the Senior Security Documents in respect of the Senior Facility Liabilities and the Hedging Liabilities *pari passu* and without any preference between them; and
- second, the Mezzanine Security Documents in respect of the Mezzanine Liabilities.

DEFINITIONS:

"Hedging Liabilities" has the meaning given in the Intercreditor Agreement

"Intercreditor Agreement" means the intercreditor agreement dated 8 May 2014 and made between, amongst others, the Senior Security Trustee, the Mezzanine Security Trustee and the Scottish Obligors, as amended on or around date of this instrument of alteration pursuant to the Intercreditor Amendment Agreement

"Intercreditor Amendment Agreement" means the amendment agreement (in relation to the Intercreditor Agreement) dated on or around the date of this instrument of alteration

"Liabilities" has the meaning given in the Intercreditor Agreement

"Mezzanine Creditors" has the meaning given in the Intercreditor Agreement.

"Mezzanine Debentures" the debentures dated 8 May 2014 and on or around the date of this instrument of alteration granted by, *inter alios*, each Scottish Obligor in favour of the Mezzanine Security Trustee

"Mezzanine Liabilities" has the meaning given in the Intercreditor Agreement

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 8 May 2014 and made between (1) the parties listed in Part 1 of Schedule 1 thereto (as borrower), (2) the parties listed in Part 2 of Schedule 1 thereto (as guarantors), (3) Allied Irish Bank, p.l.c. (as security trustee), (4) Errisbeg Limited (as agent) and (5) Errisberg Limited (as original lender)

"Mezzanine Security Documents" means the Mezzanine Debentures and any other Security granted by any Scottish Obligor in favour of the Mezzanine Security Trustee in relation to the Mezzanine Liabilities from time to time

"Secured Obligations" has the meaning given in the Intercreditor Agreement

"Secured Parties" has the meaning given in the Intercreditor Agreement

"Security" means a mortgage, charge, pledge, assignment, assignation, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means:

(a) each of the Transaction Security Documents;

(b) any other document entered into at any time by any of the Scottish Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and

(c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) immediately above

"Senior Creditors" has the meaning given in the Intercreditor Agreement

"Senior Debentures" means the debentures dated 8 May 2014 and on or around the date of this instrument of alteration granted by, inter alios, each Scottish Obligor in favour of the Senior Security Trustee

"Senior Facilities Agreement" means the senior facilities agreement dated 8 May 2014 and made between (1) the companies listed in part 1 of Schedule 1 thereto (as original borrowers), (2) the companies listed in part 2 of Schedule 1 thereto (as original guarantors), (3) Allied Irish Banks, p.l.c. (as arranger), (4) Allied Irish Banks, p.l.c. (as agent), (5) Allied Irish Bank, p.l.c. (as original lender)

"Senior Facility Liabilities" has the meaning given in the Intercreditor Agreement

"Senior Security Documents" means the Senior Debentures and any other Security granted by any Scottish Obligor in favour of the Senior Security Trustee in relation to the Senior Facility Liabilities from time to time

"Transaction Security" means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents

"Transaction Security Documents" means the Senior Security Documents and the Mezzanine Security Documents

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 EVERSHEDS SUTHERLAND Date 14/7/17

On behalf of (International) LLP ~~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. 125880
CHARGE CODE SC12 5880 0006

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 30 JUNE 2017 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 14 JULY 2017

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 30
JUNE 2017

BY FRED HILL HOLDINGS LIMITED

IN FAVOUR OF
ALLIED IRISH BANKS, P.L.C

GIVEN AT COMPANIES HOUSE, EDINBURGH 25 JULY 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

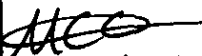
EXECUTION VERSION

Dated: **30 JUNE** 2017

- (1) **Allied Irish Banks, p.l.c. as Senior Security Trustee**
- (2) **Allied Irish Banks, p.l.c as Mezzanine Security Trustee**
- (3) **The Companies listed in the schedule hereto as Scottish Obligors**

SCOTTISH SECURITY RANKING AGREEMENT

We certify this document as a true copy of the original



Date: **12/7/17**

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

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SCOTTISH SECURITY RANKING AGREEMENT with date of delivery _____

BETWEEN

- (1) **ALLIED IRISH BANKS, P.L.C.**, registered in Ireland (Company Number 24173), having its registered office at Bankcentre, Ballsbridge, Dublin 4 as security trustee for the Senior Creditors (the "**Senior Security Trustee**");
- (2) **ALLIED IRISH BANKS, P.L.C.**, registered in Ireland (Company Number 24173), having its registered office at Bankcentre, Ballsbridge, Dublin 4 as security trustee for the Mezzanine Creditors (the "**Mezzanine Security Trustee**") and
- (3) **THE COMPANIES LISTED IN SCHEDULE 1 HERETO**, together the ("**Scottish Obligors**")

WHEREAS

- (A) The Parties (defined below) have entered into the Intercreditor Agreement (defined below).
- (B) It is not intended that the Intercreditor Agreement is registered at Companies House.
- (C) With a view to registering details of the ranking of the Transaction Security (defined below) granted by the Scottish Obligors in terms of Section 466 of the Companies Act 1985, the parties have agreed to enter into this Agreement.
- (D) This Agreement is supplementary and subject to the Intercreditor Agreement.

1. Definitions and Interpretation

1.1 In this Agreement:

"Assets"	means the property, assets and undertaking (including uncalled capital) which is or may be from time to time comprised in the Scottish Obligors' property and undertaking
"Finance Parties"	means the Senior Creditors and the Mezzanine Creditors
"Intercreditor Agreement"	means the Intercreditor agreement dated 8 May 2014 and made between, amongst others, the Senior Security Trustee, the Mezzanine Security Trustee and the Scottish Obligors, as amended on or around date of this Agreement pursuant to the Intercreditor Amendment Agreement
"Intercreditor Amendment Agreement"	means the amendment agreement (in relation to the Intercreditor Agreement) dated on or around the date of this Agreement
"Mezzanine Debentures"	the debentures dated 8 May 2014 and on or around the date of this Agreement granted by, inter alios, each Scottish Obligor in favour of the Mezzanine Security Trustee
"Mezzanine Facility Agreement"	means the mezzanine facility agreement dated 8 May 2014 and made between (1) the parties listed in Part 1 of Schedule 1 thereto (as borrower), (2) the parties listed in Part 2 of Schedule 1 thereto (as guarantors), (3) Allied Irish Bank, p.l.c. (as security trustee), (4) Errisbeg Limited (as agent) and (5) Errisberg Limited (as original lender)

"Mezzanine Security Documents"	means the Mezzanine Debentures and any other Security granted by any Scottish Obligor in favour of the Mezzanine Security Trustee in relation to the Mezzanine Liabilities from time to time
"Party"	means a party to this Agreement and "Parties" means all of them
"Security"	means a mortgage, charge, pledge, assignment, assignation, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Documents"	means: <ul style="list-style-type: none"> (a) each of the Transaction Security Documents; (b) any other document entered into at any time by any of the Scottish Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for <i>any of the Secured Obligations</i>; and (c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) immediately above
"Senior Debentures"	means the debentures dated 8 May 2014 and on or around the date of this Agreement granted by, inter alios, each Scottish Obligor in favour of the Senior Security Trustee
"Senior Facilities Agreement"	means the senior facilities agreement dated 8 May 2014 and made between (1) the companies listed in part 1 of Schedule 1 thereto (as original borrowers), (2) the companies listed in part 2 of Schedule 1 thereto (as original guarantors), (3) Allied Irish Banks, p.l.c. (as arranger), (4) Allied Irish Banks, p.l.c. (as agent), (5) Allied Irish Bank, p.l.c. (as original lender)
"Senior Security Documents"	means the Senior Debentures and any other Security granted by any Scottish Obligor in favour of the Senior Security Trustee in relation to the Senior Facility Liabilities from time to time
"Transaction Security"	means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents
"Transaction Security Documents"	means the Senior Security Documents and the Mezzanine Security Documents

1.2 Unless otherwise defined in this Agreement, capitalised terms in this Agreement shall have the meaning ascribed to them in the Intercreditor Agreement.

1.3 Unless a contrary indication appears, a reference in this Agreement to:

- 1.3.1 the "**Senior Security Trustee**", the "**Mezzanine Security Trustee**", and "**Scottish Obligors**" or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees; and
 - 1.3.2 a provision of law is a reference to that provision as amended or re-enacted.
- 1.4 Clause headings are for each of reference only.
- 1.5 Any reference in this Agreement or the Intercreditor Agreement to any document or agreement (including any Mezzanine Finance Document, Mezzanine Security Document, Senior Finance Document and Senior Security Document) shall include a reference to that document or agreement as amended, novated, supplemented, extended and/or restated from time to time, and this Agreement and Intercreditor Agreement shall be construed accordingly.
- 1.6 Any reference to the "**Scottish Ranking Agreement**" in the Intercreditor Agreement shall include reference to this Agreement.
- 1.7 Any reference to "**Liabilities**", "**Mezzanine Liabilities**", "**Senior Facility Liabilities**" and/or "**Hedging Liabilities**" in the Intercreditor Agreement shall include a reference to any such liabilities from time to time (including pursuant to the amended and restated Senior Facilities Agreement and Mezzanine Facility Agreement on or about the date of this Agreement) and this Agreement and the Intercreditor Agreement shall be construed accordingly.
- 2. **Ranking**
- 2.1 Each of the Parties agrees that the Transaction Security shall rank and secure the following Liabilities (but only to the extent that such Transaction Security is expressed to secure those Liabilities) in the following order:
 - 2.1.1 first, the Senior Security Documents in respect of the Senior Facility Liabilities and the Hedging Liabilities *pari passu* and without any preference between them; and
 - 2.1.2 second, the Mezzanine Security Documents in respect of the Mezzanine Liabilities.
- 2.2 The ranking and priority set out in clause 2.1 shall take effect notwithstanding any of the following:
 - 2.2.1 the nature of the Security created by the Transaction Security Documents and the dates of execution, perfection or registration of them;
 - 2.2.2 any provision contained in any of the Transaction Security;
 - 2.2.3 the date or dates on which sums have been or may be advanced or become due, owing or payable under the Transaction Security or the documents or agreement giving rise to the Senior Facility Liabilities, the Hedging Liabilities or the Mezzanine Liabilities;
 - 2.2.4 any fluctuation from time to time in the amounts secured by the Transaction Security including any reduction of those amounts to nil;
 - 2.2.5 any amendment, novation, supplement to, extension of and/or restatement of any document or agreement in relation to the Senior Facility Liabilities, the Hedging Liabilities or the Mezzanine Liabilities;
 - 2.2.6 the existence of any credit balance on any current or other account of any Obligor with any of the Finance Parties;

- 2.2.7 the appointment of a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of any Scottish Obligor or over all or any part of the Assets;
 - 2.2.8 the granting of time or any other indulgence to any Scottish Obligor or any other person or the release, compounding or otherwise dealing with any Scottish Obligor or any other person;
 - 2.2.9 the taking, variation, compromise, renewal or release of, or refusal or neglect to perfect or enforce any rights or remedies against any Scottish Obligor or any other person by any of the Finance Parties; or
 - 2.2.10 the provisions of Section 464 and 466 of the Companies Act 1985 or any other rule of law which might operate to the contrary.
- 2.3 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, other than the Intercreditor Agreement.
- 3. **Security Continuing**

The Transaction Security shall rank as provided in this Agreement as continuing Transaction Security for repayment of the Secured Obligations (as such term is defined in the relevant Transaction Security Document).
- 4. **Variations**

The Transaction Security Documents are varied to the extent specified in this Agreement and this Agreement shall be construed and receive effect as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985.
- 5. **Partial Invalidity**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.
- 6. **Ranking Agreement supplementary and subject to the Intercreditor Agreement**

This Agreement is supplementary and subject to the terms of the Intercreditor Agreement and is entered into by the Parties for the purpose of ranking the Transaction Security and for no other purpose. All other agreements between the Finance Parties and the Group relating to the Assets, the Transaction Security, the enforcement thereof and any rights and/or obligations arising in connection therewith are set out in the Intercreditor Agreement. Save with respect to the terms of this clause and clauses 1, 2.1, 2.2, 4, 5, 8 and 9 hereof, in the event of any conflict between the terms of this Agreement and the terms of the Intercreditor Agreement shall prevail (and for these purposes "conflict" includes the omission from this Agreement of matters regulated by, or a right or obligation arising under, the Intercreditor Agreement).
- 7. **Notices**

Any notice or other communication under this Agreement must be made in accordance with clause 22 (Notices) of the Intercreditor Agreement.
- 8. **Execution, Counterparts and Delivery**
 - 8.1 This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts.
 - 8.2 Where executed in counterparts:

- 8.2.1 this Agreement will 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**");
- 8.2.2 each counterpart will be held as undelivered until the Parties agree a date on which the counterparts are to be treated as delivered;
- 8.2.3 the date of delivery may be inserted on the first page of this Agreement in the blank provided for the delivery date; and
- 8.2.4 the Parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Agreement.

9. Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

10. Jurisdiction

- 10.1 Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement (including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it) (a "**Dispute**") shall be subject to the exclusive jurisdiction of the courts of Scotland to settle any such Dispute, and each of the parties hereto submits to the exclusive jurisdiction of such courts.
- 10.2 Each of the parties to this Agreement agrees that the courts of Scotland are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- 10.3 This clause 10 is for the benefit of the Senior Security Trustee and Mezzanine Security Trustee only. As a result, and notwithstanding clauses 10.1 and 10.2 above, the Senior Security Trustee or the Mezzanine Security Trustee (as applicable) may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Lenders may take concurrent Proceedings in any number of jurisdictions.
- 10.4 Each of the parties to this Agreement agrees that a judgment or order of a Scottish or other court, in connection with a Dispute, shall be binding on it and may be enforced against it in the courts of any competent jurisdiction. For the purposes of the foregoing, in respect of any proceedings arising out of or connected with the enforcement and/or execution of any award or judgement made against either of the parties, each of the parties hereby expressly submits to the jurisdiction of any court in which any such proceedings are brought.

11. **Consent to Registration**

The parties to this Agreement consent to its registration for preservation.

IN WITNESS WHEREOF these presents consisting of this and the preceding four pages together with the schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of
Allied Irish Bank, p.l.c as Senior Security
Trustee

at AIB Centre, 9, Ballsbridge Park

on 12/07/17

by its Authorised Signatory:

John Shanahan

(Print Full Name)

John Shanahan

(Signature)

before this witness

Thomas Kelly

(Print Full Name)

[Signature]

(Signature)

AIB Centre, 9, Ballsbridge Park
Ballsbridge Park
Dublin 4

Address

SUBSCRIBED for and on behalf of
Allied Irish Bank, p.l.c as Mezzanine Security
Trustee

at AIB Bank House, 5, All Saints, Dublin 4

on 12/7/17

by Its Authorised Signatory:

JOHN SHANNON

John Shannon

(Print Full Name)

(Signature)

before this witness

James Kelly

James Kelly

(Print Full Name)

(Signature)

AIB Corporate Bank,
Bankers Building,
Dublin 4

Address

SUBSCRIBED for and on behalf of
Fred Hill (Glasgow) Limited

at 2 Grand Canal Sq.

on _____

by:

Noel Cogan Director

Noel Cogan

(Print Full Name)

(Signature)

before this witness

Carol O'Keeffe

Carol O'Keeffe

(Print Full Name)

(Signature)

c/o William Gray
2 Grand Canal Sq.
Dublin 2

Address

SUBSCRIBED for and on behalf of
Fraser Hart Limited

at 2 Grand Canal sq., Dublin 2

on

by:

Mark Naughton Director

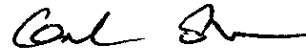


(Print Full Name)

(Signature)

before this witness

CAROL O'NEA



(Print Full Name)

(Signature)

c/o William Hy
2 Grand Canal sq
Dublin 2

Address

SUBSCRIBED for and on behalf of
Fraser Hart Holdings Limited

at 2 Grand Canal sq., Dublin 2

on

by:

Noel Coyne Director




(Print Full Name)

(Signature)

before this witness

CAROL O'NEA



(Print Full Name)

(Signature)

c/o William Hy
2 Grand Canal sq
Dublin 2

Address

SUBSCRIBED for and on behalf of
Fred Hill Holdings Limited

at 2 Grand Canal Sq

on

by:

Noel Cogle Director

(Print Full Name)

[Signature]

(Signature)

before this witness

ANOL ANCA

(Print Full Name)

[Signature]

(Signature)

c/o William Hy
2 Grand Square
Dublin 2

Address

This is the schedule referred to in the foregoing Scottish Security Ranking Agreement between Allied Irish Banks, p.l.c. as Senior Security Trustee, Allied Irish banks, p.l.c as Mezzanine Security Trustee, and the companies listed in this schedule as Scottish Obligors

SCHEDULE

Scottish Obligors

1. Fred Hill (Glasgow) Limited (company number SC021865) whose registered office is at 19 Queen Street, Glasgow G1 3ED;
2. Fraser Hart Limited (company number SC018475) whose registered offices is at 19 Queen Street, Glasgow GL1 3ED;
3. Fred Hill Holdings Limited (company number SC125880) whose registered offices is at 19 Queen Street, Glasgow GL1 3ED; and
4. Fraser Hart Holdings Limited (company number SC296802) whose registered offices is at 19 Queen Street, Glasgow GL1 3ED.