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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.

*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



SC485933

Name of company

* Equi's Restaurants Limited

Date of creation of the charge (note 1)

18 March 2015

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

Bank of Scotland Plc

Short particulars of all the property charged

N/A

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

Banking & Finance (BAN/16/1163)
MacRoberts LLP
Excel House, 30 Semple St
Edinburgh EH3 8BL

For official use (02/06)

Charges Section

Post room

MONDAY



SCT *S83GRNF7* 15/04/2019 #3
COMPANIES HOUSE

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

Scottish Enterprise, Atrium Court, 50 Waterloo Street, Glasgow G2 6HQ
Bank of Scotland, 5th Floor, 110 St Vincent Street, Glasgow G2 5ER
Peter Equi & Sons Limited, 9/11 Burnbank Road, Hamilton ML3 9AA
Equi's Restaurants Limited, 9/11 Burnbank Road, Hamilton ML3 9AA

*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

Scottish Enterprise - 02 April 2019
Bank of Scotland Plc - 01 April 2019
Peter Equi & Sons Limited - 01 April 2019
Equi's Restaurants Limited - 01 April 2019
With a date of delivery of 02 April 2019

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 block lettering*

1. The Junior Loan ranks in point of priority behind all indebtedness due to the Senior Creditor up to a maximum of £327,800 (plus one year's interest and reasonably incurred expenses) (the Senior Loan).
2. The Junior Security ranks second behind the following security documents (the Senior Security) to the extent of the Senior Loan:
 - a. Bond and floating charge by the Borrower in favour of the Senior Lender, dated 28 May 2007; and
 - b. Bond and floating charge by Equi's Restaurants Limited in favour of the Senior Lender, dated 18 March 2015.
3. The Senior Security ranks second behind the Junior Security to the extent of all amounts owed by the Borrower to the Senior Creditor in excess of the Senior Loan.

Definitions:

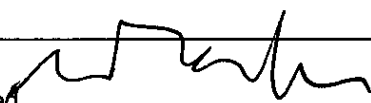
Borrower means Peter Equi & Sons Limited.

Junior Loan means proposed loan facility by Scottish Enterprise to the Borrower the amount of £490,000.

Junior Security means a second ranking floating charge from the Borrower and a second ranking floating charge from Equi's Restaurants Limited.

Senior Creditor means Bank of Scotland PLC.

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

Signed 

Date 15 April 2019

On behalf of [company] [chargee] ☐

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

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. 485933
CHARGE CODE SC48 5933 0001

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 2 APRIL 2019 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 15 APRIL 2019

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 18
MARCH 2015

BY EQUI'S RESTAURANTS LIMITED

IN FAVOUR OF
BANK OF SCOTLAND PLC

GIVEN AT COMPANIES HOUSE, EDINBURGH 17 APRIL 2019

THIS IS AN IMPORTANT DOCUMENT WHICH CONFERS LEGAL RIGHTS AND OBLIGATIONS ON THE PARTIES TO IT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND BY ITS TERMS

To: Bank of Scotland PLC (Senior Creditor)
Customer Service & Operations
Corporate Building
5th Floor, 110 St Vincent Street
Glasgow
G2 5ER

EDINBURGH
CERTIFIED A TRUE COPY



MACROBERTS

15 April 2019

Attn: Lesley Prentice

Date: 2 April 2019

Dear Sirs,

RANKING LETTER

PETER EQUI & SONS LIMITED, Company Number SC300734 (the Borrower)

We refer to our proposed loan facility to be made available by us (the Junior Creditor) to the Borrower in the amount of £490,000 (the Junior Loan) which is to be secured by a second ranking floating charge from the Borrower and a second ranking floating charge from Equi's Restaurants Limited (the Junior Security).

We hereby agree that:

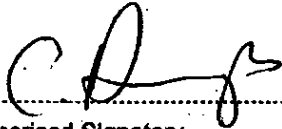
1. The Junior Loan ranks in point of priority behind all indebtedness due to the Senior Creditor up to a maximum of £327,800 (plus one year's interest and reasonably incurred expenses) (the Senior Loan).
2. The Junior Security ranks second behind the following security documents (the Senior Security) to the extent of the Senior Loan:
 - a. Bond and floating charge by the Borrower in favour of the Senior Lender, dated 28 May 2007; and
 - b. Bond and floating charge by Equi's Restaurants Limited in favour of the Senior Lender, dated 18 March 2015.
3. The Senior Security ranks second behind the Junior Security to the extent of all amounts owed by the Borrower to the Senior Creditor in excess of the Senior Loan.
4. The Borrower may make scheduled payments of capital and interest on the Junior Loan to the Junior Creditor at any time unless the Senior Creditor has notified the Junior Creditor that an event of default (howsoever described) (Senior Default) has occurred and is continuing in relation to the Senior Loan.
5. The Junior Creditor may not accelerate repayment of the Junior Loan or take any steps to enforce its Junior Security unless either (a) the Senior Creditor has accelerated repayment of the Senior Loan and/or taken any steps to enforce the Senior Security or (b) the Senior Loan has been fully repaid.

Loan and/or taken any steps to enforce the Senior Security or (b) the Senior Loan has been fully repaid.

6. Any amounts received by the Junior Creditor in breach of any of the above provisions shall be held by the Junior Creditor on trust for the Senior Creditor.

The terms of this letter shall be legally binding and shall be governed by Scots law. Please acknowledge your agreement to the above in the terms stated below.

Yours faithfully,



Authorised Signatory

For and on behalf of Scottish Enterprise

Common seal

On copy – We hereby agree to the above and give our consent for the lending of the Junior Loan and the creation of the Junior Security

Authorised Signatory

For and on behalf of Bank of Scotland PLC

Witness

Witness address

Dated: _____ 2019

We hereby agree to the above.

Director

For and on behalf of Peter Equi & Sons Limited

Witness

Witness address

Dated: _____ 2019

6. Any amounts received by the Junior Creditor in breach of any of the above provisions shall be held by the Junior Creditor on trust for the Senior Creditor.


The terms of this letter shall be legally binding and shall be governed by Scots law. Please acknowledge your agreement to the above in the terms stated below.

Yours faithfully,

.....
 Authorised Signatory
 For and on behalf of Scottish Enterprise

.....
 Common seal

On copy – We hereby agree to the above and give our consent for the lending of the Junior Loan and the creation of the Junior Security



 Authorised Signatory
 For and on behalf of Bank of Scotland PLC



 Witness (GRAEME ANDREW)

110 ST VINCENT STREET

 GLASGOW G2 5ER

 Witness address

Dated: 1 APRIL 2019

We hereby agree to the above.

.....
 Director
 For and on behalf of Peter Equi & Sons Limited

.....
 Witness

.....

 Witness address

Dated: _____ 2019

6. Any amounts received by the Junior Creditor in breach of any of the above provisions shall be held by the Junior Creditor on trust for the Senior Creditor.

The terms of this letter shall be legally binding and shall be governed by Scots law. Please acknowledge your agreement to the above in the terms stated below.

Yours faithfully,

.....
 Authorised Signatory
 For and on behalf of Scottish Enterprise

.....
 Common seal

On copy – We hereby agree to the above and give our consent for the lending of the Junior Loan and the creation of the Junior Security

.....
 Authorised Signatory
 For and on behalf of Bank of Scotland PLC

.....
 Witness

.....
 Witness address

Dated: _____ 2019

We hereby agree to the above.

David Equi
 Director
 For and on behalf of Peter Equi & Sons Limited

Michael Stewart
 Witness (MICHAEL STEWART)

120 BATHURST STREET
GLASGOW G2 7JL
 Witness address

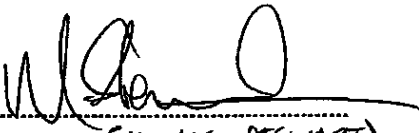
Dated: 01/04/2019 ~~2019~~

..... David Equi

Director

For and on behalf of Equi's Restaurants Limited

Dated: 01/04/2019 2019

..... 

Witness (MICHAEL STEWART)

120 BOTHWELL STREET.

GLASGOW G2 7JL.

Witness address