

# M

COMPANIES FORM No. 466(Scot)

78/148489

# 466

## Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

CHFP025

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

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

For official use

Company number

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

[ 1 1 8 ]

SC037323

Name of company

\* Compco Holdings Limited (the "Company")

\* insert full name of Company

Date of creation of the charge (note 1)

26 March 2012

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

Bond and Floating Charge (the "Charge")

Names of the persons entitled to charge

Bank of Scotland plc as security trustee for the Finance Parties (the "Security Trustee")

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time while the charge is in force comprised in the property and undertaking of the Company but excluding any assets that are subject to the AIB Security (in its current form at the date of the Charge and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released

Please see Page 3 for definitions.

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

Maclay Murray & Spens LLP  
1 George Square  
Glasgow  
G2 1AL  
United Kingdom

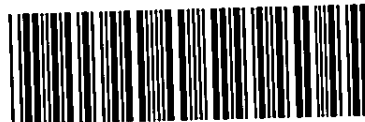
GW67

For official use (06/2005)

Charges Section

Post room

TUESDAY



\*S16JGBNU\*

SCT

10/04/2012

#34

COMPANIES HOUSE

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

- (1) City & General Securities Limited of 10 Upper Berkeley Street, London, W1H 7PE;
- (2) Bank of Scotland plc (in various capacities) of The Mound, Edinburgh, EH1 1YZ;
- (3) Marcol International Asset Management Limited of 66 Chiltern Street, London, W1U 1JT;
- (4) Frenson Car Parks Limited of 10 Upper Berkeley Street, London, W1H 7PE;
- (5) City & General Securities Finance Five Limited of 10 Upper Berkeley Street, London, W1H 7PE;
- (6) City & General Securities Finance Six Limited of 10 Upper Berkeley Street, London, W1H 7PE;
- (7) City & General Securities Finance Seven Limited of 10 Upper Berkeley Street, London, W1H 7PE; and
- (8) The companies listed in the Schedule 1 to this form.

*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

26 March 2012

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

1. Until the Senior Facility Discharge Date, unless the Agent (acting on the instructions of the Majority Senior Creditors) shall have previously consented in writing no Obligor shall create or permit to subsist any Security over any of its assets for any of the Asset Manager Debt or the Inter-Company Debt.
2. Until the Senior Facility Discharge Date, unless the Agent (acting on the instructions of the Majority Senior Creditors) shall have previously consented in writing, the Asset Manager shall not permit to subsist or receive any Security over any Obligor's assets or any guarantee or other assurance against financial loss for, or in respect of, any of the Asset Manager Debt.
3. Until the later of the Senior Facility Discharge Date or the Asset Manager Discharge Date, unless, prior to the Senior Facility Discharge Date, the Agent (acting on the instructions of the Majority Senior Creditors) or, after the Senior Facility Discharge Date but prior to the Asset Manager Discharge Date, the Asset Manager shall have previously consented in writing, no Inter- Company Creditor shall permit to subsist or receive any Security over any Obligor's assets or any guarantee or other assurance against financial loss for, or in respect of, any of the Inter- Company Debt.

Please see Continuation Sheet 1 for definitions.

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

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write in  
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legibly, preferably  
in black type or  
bold block lettering

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

Each of the parties agrees that the Transaction Security shall rank and secure the Senior Debt and the Hedging Debt (to the extent that the Transaction Security is expressed to secure the Senior Debt and the Hedging Debt) *pari passu* and without any preference between them.

"**Senior Facility Agreement**" means the facility agreement dated 11 June 2003 as amended on 26 April 2004 and as amended and restated on 13 August 2008 and further amended on 29 September 2008 and further amended and restated on 23 December 2010 and further amended and restated on or around the date of the Amendment and Restatement Agreement between, *inter alia*, City & General Securities Limited and Bank of Scotland plc (in various capacities).

"**Finance Document**" has the meaning given to it in the Senior Facility Agreement.

"**Finance Parties**" has the meaning given to it in the Senior Facility Agreement.

"**Hedging Agreements**" has the meaning given to it in the Senior Facility Agreement.

"**Hedging Counterparty**" has the meaning given to it in the Senior Facility Agreement.

"**Hedging Debt**" means all present and future liabilities (actual or contingent) payable or owing by the Obligor to a Hedging Counterparty in connection with the Hedging Agreements, including (without limitation):

- (a) any novation, deferral or extension of any of those liabilities;
- (b) any claim for damages or restitution in the event of rescission of any of those liabilities or otherwise in connection with the Hedging Agreement;
- (c) any claim against any Obligor flowing from any recovery by an Obligor of a payment or discharge in respect of those liabilities on grounds of preference or otherwise; and
- (d) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"**Lenders**" has the meaning given to it in the Senior Facility Agreement.

"**Obligors**" has the meaning given to it in the Senior Facility Agreement.

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

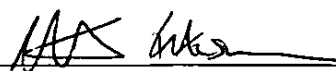
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"Senior Debt" means all present and future liabilities (actual or contingent) payable or owing by the Obligors to the Finance Parties under or in connection with any Finance Documents (other than in connection with the Hedging Debt) and including (without limitation):

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

- (a) any refinancing, novation, refunding, deferral or extension of any of those liabilities;
- (b) any further advances made by the Lenders to an Obligor under any agreement expressed to be supplemental to any Finance Document plus all interest, fees and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any of those liabilities or otherwise in connection with any Finance Document;
- (d) any claim against the Obligors flowing from any recovery by the Obligors of a payment or discharge in respect of those liabilities on grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Transaction Security" has the meaning given to it in the Senior Facility Agreement.

Signed 

FOR AND ON BEHALF OF  
MACLAY MURRAY & SPENS LLP

Date 10 April 2012

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.
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 House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as  
appropriate

### **Continuation Sheet 1**

This is the Continuation Sheet relative to the foregoing Form M466 of Compco Holdings Limited (Company Number SC037323) in respect of the alteration of a Bond and Floating Charge created on 26 March 2012.

### **Definitions**

"Agent" has the definition given to it in the Senior Facility Agreement.

"Asset Manager" means Marcol International Asset Management Limited (Registered Number 02665256).

"Asset Manager Debt" means all or any monies and liabilities which will for the time being or at any time in the future (and whether or on or at any time after demand) be due, owing or incurred in whatsoever manner by the Obligors to the Asset Manager under the Property Management Agreement whether actually or contingently, solely or jointly and whether as principal or surety.

"Asset Manager Discharge Date" means the date and time upon which the Asset Manager certifies that all Asset Manager Debt has been fully and irrevocably paid or discharged in full, whether or not as a result of enforcement, and that the Asset Manager is under no further obligation to provide financial accommodation to any of the Obligors under the Property Management Agreement.

"Inter-Company Creditor" means Frenson Car Parks Limited, City & General Securities Finance Five Limited, City & General Securities Finance Six Limited and City & General Securities Finance Seven Limited and any Obligor that makes Inter-Company Debt available to another Obligor.

"Inter-Company Debt" means all or any monies and liabilities which will for the time being or at any time in the future (and whether on or at any time after demand) be due, owing or incurred in any manner whatsoever by an Obligor to an Inter-Company Creditor whether actually or contingently, solely or jointly, whether as principal or surety and whether pursuant to an Inter-Company Loan Agreement or otherwise.

"Inter-Company Loan Agreement" means any document entered into in connection with the Inter-Company Debt.

"Majority Senior Creditors" means, at any time, those Senior Creditors whose Senior Credit Participations at that time aggregate more than  $66\frac{2}{3}$  per cent. of the total Senior Credit Participations at that time.

"Property Management Agreement" has the meaning given to it in the Senior Facility Agreement.

"Security" has the meaning given to it in the Senior Facility Agreement.

"Senior Commitment" has the meaning given to the term "Commitment" in the Facility Agreement.

"Senior Credit Participations" means, in relation to a Senior Creditor, the aggregate of:

- (a) its aggregate Senior Commitments, if any; and
- (b) in respect of any hedging transaction of that Senior Creditor under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed-out in accordance with the terms of the Charge, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close-out as of the date of termination or close-out (and before taking into account any interest accrued on that amount since the date of termination or close-out) to the extent that amount is unpaid (that amount to be certified by the relevant Senior Creditor and as calculated in accordance with the relevant Hedging Agreement).

“Senior Creditors” means the Lenders and the Hedging Counterparties.

“Senior Facility Discharge Date” means the date and time upon which the Agent (acting on the instructions of the Finance Parties) certifies that all Senior Debt and the Hedging Debt has been fully and irrevocably paid or discharged in full, whether or not as a result of enforcement and that the Senior Creditors are under no further obligation to provide financial accommodation to any of the Obligors under any of the Finance Documents.

**SCHEDULE 1****The Subsidiaries**

<b>Name of Subsidiary</b>	<b>Registration number (or equivalent, if any)</b>
Compco Holdings Limited	SC037323
City & General Securities Finance One Limited	04870358
City & General Securities Finance Two Limited	04870363
City & General Securities Finance Three Limited	04870355
City & General Securities Finance Four Limited	04872608
New Derwent House Management Company Limited	04790113
Haigside Limited	01779780
Seymour Development Limited	00590157
Globestar Properties Limited	04037621
Terrington Properties Limited	00582791
Leowell Limited	01612740
Central Mytre Developments Limited	02393370
Shop Constructions (Strood) Limited	00683476
Innerwyke Investments Limited	02260261
J Forman (Salmon Curers) Limited	00521310
Ortonwood Limited	00807581
Compco CLG One Limited	05075216
Stonelink Limited	04580381
Compco Brighton Limited	05075207
Infobuild Limited	01711247

<b>Name of Subsidiary</b>	<b>Registration number (or equivalent, if any)</b>
Comdart Limited	03116680
Compco Investments Limited	05056770
Compco Investments Two Limited	05705397
Fivecourts Limited	03089326
Cadogan Properties Limited	00347812
Prodame Limited	02688837
Chelsea Harbour Finance One Limited	04925160
Chelsea Harbour Finance Two Limited	05216713
Chelsea Harbour Finance Three Limited	05312541
Chelsea Harbour Developments Limited	04870886
Aquarium Entertainments Limited	00445137
Brightonarium Limited	01303359
Wingleague Limited	02142436
Mytre Property Trust Limited	02265367





**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 37323

CHARGE NO. 8

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 26 MARCH 2012

WERE DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006  
ON 10 APRIL 2012

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 26  
MARCH 2012

BY COMPCO HOLDINGS LIMITED

IN FAVOUR OF  
BANK OF SCOTLAND PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 APRIL 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES