

# M

CHFP021

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

COMPANIES HOUSE  
FEE PAID  
EDINBURGH

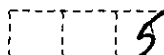
*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

*\* insert full name  
of company*

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

For official use

Company number



SC064294

Name of company

\* CARDIFF BROTHERS LIMITED

Date of creation of the charge (note 1)

16 NOVEMBER 2009

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

FLOATING CHARGE (THE "RBSIF" FLOATING CHARGE)

Names of the persons entitled to the charge

RBS INVOICE FINANCE LIMITED, INCORPORATED UNDER THE COMPANIES ACTS IN ENGLAND  
WITH REGISTERED NUMBER 662221 AND HAVING ITS REGISTERED OFFICE AT SMITH HOUSE,  
ELMWOOD AVENUE, FELTHAM, MIDDLESEX TW13 7QD (HEREINAFTER CALLED "RBSIF").

Short particulars of all the property charged

THE WHOLE OF THE PROPERTY AND UNDERTAKING AND IN PARTICULAR INCORPORATING A  
CHARGE ON ALL BOOK DEBTS OR OTHER DEBTS NOW AND IN THE FUTURE OWING TO THE  
COMPANY.

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

LAF/RBW/RO870X114  
MORTON FRASER LLP  
DX ED119  
EDINBURGH

For official use (02/06)

Charges Section

Post room

SATURDAY



\*SCJEFFJE\*

SCT

05/12/2009

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COMPANIES HOUSE

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

1. THE COMPANY

2. RBSIF

3. THE ROYAL BANK OF SCOTLAND PLC, INCORPORATED UNDER THE COMPANIES ACTS IN SCOTLAND AND HAVING ITS REGISTERED OFFICE AT 36 ST.ANDREW SQUARE, EDINBURGH EH2 2YB (HEREINAFTER CALLED THE "BANK")

*Please do not  
write in  
this margin*

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

Date(s) of execution of the instrument of alteration

30 NOVEMBER 2009

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

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write in  
this margin*

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

THE COMPANY, THE BANK AND RBSIF AGREE THAT THE SUMS SECURED OR TO BE SECURED BY THE BANK'S FLOATING CHARGE AND THE RBSIF FLOATING CHARGE SHALL RANK IN THE FOLLOWING ORDER OF PRIORITY:-

1. THE RBSIF FLOATING CHARGE SHALL INsofar AS IT RELATES TO THE PURCHASED DEBTS BUT NOT FURTHER OR OTHERWISE RANK IN PRIORITY TO THE BANK'S FLOATING CHARGE FOR THE PAYMENT TO RBSIF OF THE COMPANY'S OBLIGATIONS TO RBSIF WITHOUT LIMIT AS A CONTINUING SECURITY AND THIS PRIORITY SHALL NOT BE AFFECTED BY ANY FLUCTUATION IN THE AMOUNT FROM TIME TO TIME OWING BY THE COMPANY TO RBSIF NOR BY THE EXISTENCE AT ANY TIME OF A NIL OR CREDIT BALANCE ON ANY ACCOUNT OF THE COMPANY WITH RBSIF.

2. SUBJECT TO CLAUSE 1 ABOVE, THE BANK'S FLOATING CHARGE SHALL RANK IN PRIORITY TO THE RBSIF FLOATING CHARGE AS A CONTINUING SECURITY FOR THE PAYMENT TO THE BANK OF THE COMPANY'S OBLIGATIONS TO THE BANK WITHOUT LIMIT AND THIS RANKING SHALL NOT BE AFFECTED BY ANY FLUCTUATION IN THE AMOUNT FROM TIME TO TIME OWING BY THE COMPANY TO THE BANK NOR BY THE EXISTENCE AT ANY TIME OF A NIL OR CREDIT BALANCE ON ANY ACCOUNT OF THE COMPANY WITH THE BANK.

3. THE COMPANY SHALL COMPLY WITH ITS COVENANT IN THE RBSIF FLOATING CHARGE TO PAY THE PROCEEDS OF THE PURCHASED DEBTS TO RBSIF WHICH SHALL BE DEEMED TO BE COMPLIANCE WITH THE EQUIVALENT COVENANT IN THE BANK'S FLOATING CHARGE.

IN THE INTERPRETATION OF THE FOREGOING:-

"AGREEMENT" MEANS AN AGREEMENT DATED 16 NOVEMBER 2009 ENTERED INTO BY THE COMPANY WITH RBSIF UNDER WHICH CERTAIN DEBTS AND RELATED RIGHTS (AS EACH IS DEFINED IN THE AGREEMENT) DUE TO THE COMPANY ON THE DATE HEREOF OR WHICH SHALL COME INTO EXISTENCE THEREAFTER HAVE BEEN OR ARE TO BE ASSIGNED BY THE COMPANY TO RBSIF FREE OF ALL ENCUMBRANCES;


"BANK'S FLOATING CHARGE" MEANS A FLOATING CHARGE DATED 23 JANUARY 1986 GRANTED BY THE COMPANY TO THE BANK CREATING A FLOATING CHARGE OVER THE COMPANY'S WHOLE PROEPRTY AND UNDERTAKING AND IN PARTICULAR INCORPORATING A CHARGE ON ALL BOOK DEBTS OR OTHER DEBTS NOW AND IN THE FUTURE OWING TO THE COMPANY;

"DEBTS" MEANS ALL DEBTS NOW OR IN THE FUTURE DUE TO THE COMPANY;

"RBSIF FLOATING CHARGE" MEANS A FLOATING CHARGE DATED 16 NOVEMBER 2009 GRANTED BY THE COMPANY TO RBSIF CREATING A FLOATING CHARGE OVER THE COMPANY'S WHOLE PROPERTY AND UNDERTAKING AND IN PARTICULAR INCORPORATING A CHARGE ON ALL BOOK DEBTS OR OTHER DEBTS NOW AND IN THE FUTURE OWING TO THE COMPANY;

"PURCHASED DEBTS" MEANS ALL OR ANY OF THE DEBTS TOGETHER WITH THEIR RELATED RIGHTS (AS EACH IS DEFINED IN THE AGREEMENT) WHICH ARE PURCHASED OR THE OWNERSHIP OF WHICH ARE ASSIGNED OR ARE INTENDED TO BE ASSIGNED TO RBSIF PURSUANT TO THE AGREEMENT.

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

Signed  Date 4/12/09  
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 Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF  
DX 235 Edinburgh or LP - 4 Edinburgh 2

delete as  
appropriate



**FILE COPY**

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

COMPANY NO. 64294

CHARGE NO. 5

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 30 NOVEMBER 2009

WERE DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006  
ON 5 DECEMBER 2009

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 16  
NOVEMBER 2009

BY CARDIFF BROTHERS LIMITED

IN FAVOUR OF  
RBS INVOICE FINANCE LIMITED

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 7 DECEMBER 2009



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES