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black type, or bold
block lettering

* Insert full name of
company

COMPANIES FORM No 466(Scot)

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

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

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

SC078409

Name of company

* Mackinnon's of Dyce Limited ("the Company")

Date of creation of the charge (note 1)

11 April 2007

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

Debenture (the "Debenture")

Names of the persons entitled to the charge

HSBC Bank plc (the "Bank"), Securities Processing Centre, PO Box 3924, 79
Hoyle Street, Sheffield, S1 9BD

Short particulars of all the property charged

See Paper Apart

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

Brodies LLP
15 Atholl Crescent
Edinburgh, EH3 8HA

REF PWM HSB3 11

For official use (02/06)

Charges Section

Post room

THURSDAY



SCT

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21/06/2007

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COMPANIES HOUSE

466

COMPANIES HOUSE
FEE PAID
EDINBURGH

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

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- (1) The Company whose registered office is at Unit 14 and 15 Spires
Business Unit, 400 Muglemoss Road, Aberdeen, AB21 9NY, and

(11) the Bank as hereinbefore specified

Date(s) of execution of the instrument of alteration

7 June 2007

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

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

£10,000,000 sterling being the available facility under the Facility
Agreement between the Jessop Group Limited and the Bank dated 31 May
2007

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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black type, or bold
block lettering***

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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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

Date 20 / 6 / 2007

† delete as appropriate

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. 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, 37 Castle Terrace, Edinburgh EH1 2EB DX 235 Edinburgh or LP 4 Edinburgh 2

PAPER APART TO FORM 466 RE MACKINNON'S OF DYCE LIMITED

Short particulars of all the property charged

The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charges

- (i) By way of legal mortgage the freehold land described or referred to in Part 1 of the First Schedule to the Debenture together with all buildings fixtures, fitting and fixed plant and machinery now or at any time afterwards on it subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture
- (ii) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule to the Debenture
- (iii) By way of first fixed charge (except as already charged above)

- 1 All the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it provided that any leasehold land held under rack rent lease with no premium value (under which the Company is prohibited from charging the relevant leasehold interest) shall be excluded from this fixed charge
- 2 All chattels now or at any time afterwards belonging to the Company This excludes any of them for the time being forming part of the stock in trade or work in progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture
- 3 The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company
- 4 All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier or any immovable property wherever situated now or at any time afterwards due owing or incurred to the Company In addition the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company which shall not be subject to this fixed charge and also such debts and claims as charged in accordance with paragraph 5 below
- 5 Any credit balance on any account of the Company with the Bank

- 6 Any credit balance on any account of the Company with any bank (other than the Bank) or other person
- 7 All goodwill and uncalled capital for the time being of the Company
- 8 All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company) In addition,
 - (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company,
 - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule to the Debenture, collectively called the **"securities"**)
- 9 All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world IN addition, moral rights, inventions, confidential information, know how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule to the Debenture, collectively called the **"intellectual property"**)
- 10 All policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) of the Debenture
- 11 All rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction
- 12 The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire purchase agreements) now, or at any time afterwards, entered into by the Company
- 13 The proceeds of sale of any property mentioned above

- (iv) By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charges under the laws of the jurisdiction in which the same is situated

The property referred to in paragraphs (i) (ii) (iii) and (iv) above is collectively called the "**charged property**" The property referred to in paragraphs (i) (ii) (iii) (together with any property for the time being effectively charged by way of fixed charge by the application of Clause 5 of the Debenture) is collectively called the "**fixed charge property**"

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 78409

I hereby certify that particulars of an instrument of alteration dated
7 JUNE 2007

were delivered pursuant to section 410 of the Companies Act, 1985,
on 21 JUNE 2007.

The instrument relates to a charge created on 11 APRIL 2007

by MACKINNON'S OF DYCE LIMITED

in favour of HSBC BANK PLC

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
25 JUNE 2007



C O M P A N I E S H O U S E

