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CHFP041

COMPANIES FORM No. 466(Scot)

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

040285/13.

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

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

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160703

Name of company

*D.S. Dalgleish & Son (Coldstream) Limited (the **Borrower**)

* insert full name
of company

Date of creation of the charge (note 1)

23 August 2002

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

Bond and Floating Charge

Names of the persons entitled to the charge

AIB Group (UK) plc (Registered Number NI18800) (the **Bank**)

Short particulars of all the property charged

Undertaking and all property and assets present and future of the company including uncalled capital.

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
LZ/JAH/DAC/GRE001.0001

For official use (02/2006)

Charges Section

WEDNESDAY



S25HDZVD

SCT

03/04/2013

#172

COMPANIES HOUSE

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

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this margin

AIB Group (UK) plc, Four Queens' Square, Belfast BT1 3DJ

Greenergy Fuels Limited, 198 High Holborn, London WC1V 7BD

D.S. Dalglish & Son (Coldstream) Limited, 111 Melrose Road, Galashiels TD1 2BY

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

Date(s) of execution of the instrument of alteration

11, 14, 20 March 2013

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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1. The Security and the sum or sums thereby secured shall in respect of all sums due to and to become due, but limited to one hundred and sixty thousand pounds (£160,000) sterling together with (a) interest thereon for a period not exceeding one year; and (b) charges and expenses, such limitation determined as aforesaid being hereinafter called the Greenergy Security Limitation, be ranked and preferred on the Subjects and on the rents thereof and on the proceeds of sale thereof or any part thereof in the event of a sale of the same prior and preferable to the Bank Securities.

2. Subject to Clause 1, the Bank Securities shall for all sums due to the Bank and to become due thereunder be ranked and preferred on the Subjects and on the rents thereof and on the proceeds of sale thereof or any parts thereof in the event of a sale of the same (a) postponed and subsequent to the Security in respect of sums due or to become due by the Borrower to Greenergy up to the Greenergy Security Limitation and (b) in priority and preference to the Security for any sums due or to become due by the Borrower to the Bank in excess of the Greenergy Security Limitation.

3. Subject to Clauses 1 and 2, once the Bank Securities are satisfied in full (the Bank Security Limitation), the Greenergy Security for sums in excess of the Greenergy Security Limitation shall rank and be ranked on the Subjects and on the rents thereof and on the proceeds of sale thereof or any part thereof in the event of a sale of the same.

For the purposes of this section:

Bank Securities means collectively (1) the standard security by the Borrower in favour of the Bank dated 23 August 2002 and recorded in the Division of the Register for the County of Berwick on 6 September 2002 and (2) bond and floating charge by the Borrower in favour of the Bank dated 23 August 2002 and registered with the Registrar of Companies on 6 September 2002.

Security means the standard security by the Borrower in favour of Greenergy dated 11 February 2013 and to be recorded in the Division of the General Register of Sasines for the County of Berwick.

Subjects means the garage premises and land known as 87 High Street Coldstream in the County of Berwick.

Continued Over

COM466/3

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 _____

On behalf of ~~company~~ [chargee] †

Date

3/4/2013

† delete as
appropriate

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



FILE COPY

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

COMPANY NO. 160703

CHARGE NO. 4

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 20 MARCH 2013

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 3 APRIL 2013

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 23
AUGUST 2002

BY D S DALGLEISH & SON (COLDSTREAM) LIMITED

IN FAVOUR OF

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 4 APRIL 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES