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466

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

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

CHFP025

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

[115]

SC192834

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

Name of company

* COREDATA LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge (note 1)

18 December 2000

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

Bond and floating charge ("Floating Charge")

Names of the persons entitled to charge

Sir Thomas Farmer CBE

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 Floating Charge is in force, comprised in the
Company's property and undertaking.

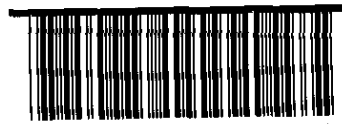
Presentor's name address and
reference (if any):

MacLay Murray & Spens
3 Glenfinlas Street
Edinburgh
EH3 6AQ
SLP/TMCA/TFarmer.lfd
DX: ED137 Edinburgh

For official use

Charges Section

Post room



SCT
COMPANIES HOUSE

SVPQ18WO

0532
07/03/02

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

See paper apart 1.

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

20 and 21 December 2001 and 2, 11 and 26 February 2002

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

Any present or future standard security, floating charge or other charge granted by the Company to any of the Bank, SEP, ACC, ACD or STF (other than the Securities) (as hereinafter defined) shall (unless otherwise agreed in writing between the Bank, SEP, ACC, ACD and STF) not prejudice the ranking provisions contained in the instrument of alteration notwithstanding any provision contained in any of the securities or any such future charge or any rule to the contrary.

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

Please do not
write in
this margin

----- complete
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

See paper apart 2.

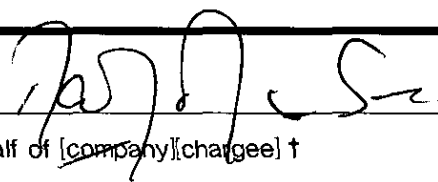
Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not
write in
this margin

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed



Date

6 March 2002

On behalf of [company] [chargee] †

† 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. 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

Paper apart 1

1. the Company, having its registered office at Skypark, 8 Elliot Place, Glasgow G3 8EP;
2. Clydesdale Bank plc, incorporated under the Companies Acts, and having its registered office at 30 St. Vincent Street, Glasgow, Strathclyde (the “Bank”);
3. Scottish Equity Partnership, a limited partnership established by the Limited Partnership Act 1907 and having its principal place of business at 150 Broomielaw, Atlantic Quay, Glasgow G2 8LU (“SEP”);
4. Aberdeen City Council Superannuation Fund acting by its administrating authority, Aberdeen City Council of Woodhill House, Westburn Road, Aberdeen AB16 5GA (“ACC”);
5. Aberdeen Development Capital plc, 1 Albyn Place, Aberdeen (“ADC”); and
6. Sir Thomas Farmer CBE residing at “The Hollies”, 42 Barnton Avenue, Edinburgh EH4 6JL (“STF”).

Paper apart 2

1. The floating charge granted by the Company in favour of the Bank, dated 4 December 1999 (the "Bank's Floating Charge"); the bond and floating charge granted by the Company in favour of SEP, dated 18 December 2000 (the "SEP Floating Charge"); the bond and floating charge granted by the Company in favour of ACC, dated 18 December 2000 (the "ACC Floating Charge"); the Floating Charge; and the bond and floating charge granted by the Company in favour of ADC, dated 18 December 2000 (the "ADC Floating Charge") shall rank in the following order of priority:-

FIRST the Bank's Floating Charge but so that the amount recoverable by the Bank under such priority shall not exceed the Bank's Priority Debt (as hereinafter defined);

SECOND the SEP Floating Charge, but so that the amount recoverable by SEP under such priority shall not exceed the SEP Priority Debt (as hereinafter defined), the ACC Floating Charge, but so that the amount recoverable by ACC under such priority shall not exceed the ACC Priority Debt (as hereinafter defined), the ADC Floating Charge but so that the amount recoverable by ADC under such priority shall not exceed the ADC Priority Debt (as hereinafter defined), and the Floating Charge but so that the amount recoverable by STF under such priority shall not exceed the STF Priority Debt (as hereinafter defined) *pari passu pro rata*; and

THIRD the Bank's Floating Charge for all remaining sums;

and that notwithstanding the dates on which the Securities are registered, recorded or executed or the terms of the Securities or the terms of any instruments of alteration dated prior to the instrument of alteration affecting any of the Securities.

2. THE above provisions as to ranking shall be valid and effective, and the Securities shall be given effect subject to the above provisions as to ranking, all irrespective of the date or dates on which sums due or becoming due to the Bank, SEP, ACC, ADC or STF have or shall become due, and irrespective of fluctuations in such sums.
3. THE above provisions as to ranking shall not prejudice the right of either the Bank, SEP, ACC, ADC or STF to receive Preferential Payments (as hereinafter defined) provided that any Preferential Payments received shall not be counted towards repayment of the Bank's Priority Debt, the SEP Priority Debt, the ACC Priority Debt, the ADC Priority Debt or the STF Priority Debt (as the case may be) before any other sums are counted towards payment of such debts.
4. ANY present or future standard security, floating charge or other charge granted by the Company to either the Bank, SEP, ACC, ACD or STF (other than the Securities) shall (unless otherwise agreed in writing between the Bank, SEP ACC, ADC and STF) not prejudice the above provisions as to ranking notwithstanding any provision contained in any of the Securities or any such future charge or any rule to the contrary.

IN this form 466:

- (A) the “Securities” shall mean the Bank’s Floating Charge, the SEP Floating Charge, the ACC Floating Charge, the Floating Charge and the ADC Floating Charge;
- (B) the “Bank’s Priority Debt” shall mean the aggregate amount of (1) by way of principal the sum of £264,000 (or such larger sum as SEP, ACC, ADC and STF may agree in writing) (2) interest in relation to such principal sum, and (3) all commission, costs, charges and expenses secured by the Bank’s Floating Charge;
- (C) the “SEP Priority Debt” shall mean the aggregate amount of (1) by way of principal the sum of £288,000 (or such larger sum as the Bank, ACC, ADC and STF may agree in writing) (2) interest in relation to such principal sum, and (3) all commission, costs, charges and expenses secured by the SEP Floating Charge;
- (D) the “ACC Priority Debt” shall mean the aggregate amount of (1) by way of principal the sum of £144,000 (or such larger sum as the Bank, SEP, ADC and STF may agree in writing) (2) interest in relation to such principal sum, and (3) all commission, costs, charges and expenses secured by the ACC Floating Charge;
- (E) the “ADC Priority Debt” shall mean the aggregate amount of (1) by way of principal the sum of £144,000 (or such larger sum as the Bank, SEP, ACC and STF may agree in writing) (2) interest in relation to such principal sum, and (3) all commission, costs, charges and expenses secured by the ADC Floating Charge;
- (F) the “STF Priority Debt” shall mean the aggregate amount of (1) by way of principal the sum of £64,000 (or such larger sum as the Bank, SEP, ACC and ADC may agree in writing) (2) interest in relation to such principal sum, and (3) all commission, costs, charges and expenses secured by the Floating Charge;
- (G) “Preferential Payments” shall mean payments to which a preference attaches in terms of sections 59, 175 and 386 and Schedule 6 of the Insolvency Act 1986; and
- (H) the singular shall include the plural and vice versa.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 192834

I hereby certify that particulars of an instrument of alteration dated
26 FEBRUARY 2002

were delivered pursuant to section 410 of the Companies Act, 1985,
on 7 MARCH 2002.

The instrument relates to a charge created on 18 DECEMBER 2000

by COREDATA LIMITED

in favour of SIR THOMAS FARMER CBE

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
8 MARCH 2002



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC192834 CHARGE: 5

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
22/12/2000		18/12/00 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	SIR THOMAS FARMER CBE

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC192834 CHARGE: 5

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC192834 CHARGE: 5

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
	<p>ABERDEEN DEVELOPMENT CAPITAL PLC AND OTHERS ABERDEEN CITY COUNCIL SUPERANNUATION FUND SCOTTISH EQUITY PARTNERSHIP COREDATA LIMITED</p> <p>ABERDEEN CITY COUNCIL SUPERANNUATION FUND AND OTHERS SCOTTISH EQUITY PARTNERSHIP CLYDESDALE BANK PUBLIC LIMITED COMPANY COREDATA LIMITED</p>				