

# M

CHWP000

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 £10 (£13 for forms delivered on or after 1 February 2005) 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

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

2

SC253459

Name of company

\* TECJET LIMITED ("the Company")

Date of creation of the charge (note 1)

1 July 2005

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

The Governor and Company of the Bank of Scotland, having its Head Office at The Mound, Edinburgh EH1 1YZ, together with its successors and permitted assignees (the "Bank").

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company (the "Assets").

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

Lindsays WS  
11 Atholl Crescent  
Edinburgh EH3 8HE  
DX ED25, Edinburgh  
Ref: PGS/KDG/BA/77/500

For official use (10/03)

Charges Section

Post room



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

1. the Company;

2. Scottish Courage Limited (SC065527), 33 Ellersly Road, Edinburgh EH12 6HX ("the Postponed Creditor"); and

3. the Bank.

*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

25 + 30 May and 1 July 2005.

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

The Company shall not grant any further fixed or floating charges over all or any of its Assets including its heritable, real or leasehold property without the written consent of the Bank and the Postponed Creditor.

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

*Please do not  
write in  
this margin*

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

See Paper Apart

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

Signed Lindberg WS. Date 1 July 2005  
On behalf of [redacted] [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 £10 (£13 for forms delivered on or after 1 February 2005) 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

† delete as  
appropriate

**Paper Apart to Form 466 – Tecjet Limited – BA/77/500**

The Bank, the Postponed Creditor and the Company agree that the sums secured or to be secured by the the Bank Securities and the Postponed Securities shall rank in the following order of priority:

- the Bank Fixed Security to the extent of the Bank Priority Debt; then
- the Postponed Fixed Security to the extent of the Postponed Debt; then
- the Bank Fixed Security to the extent of the balance (if any) of the Bank Debt; then
- the Bank Floating Charge to the extent of balance (if any) of the Bank Priority Debt; then
- the Postponed Floating Charge to the extent of the balance (if any) of the Postponed Debt; then
- the Bank Floating Charge to the extent of all remaining sums due to the Bank.

Where:

“Bank Debt” means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual the Bank rates and practice as well after as before any demand made or decree obtained;

“Bank Fixed Security” means the standard security over the Property to be granted by the Company in favour of the Bank and to be registered in the Land Register of Scotland in security for the Bank Debt;

“Bank Floating Charge” means the bond and floating charge to be granted by the Company in favour of the Bank over the Assets and to be registered with the Registrar of Companies in security for the Bank Debt;

“Bank Priority Debt” means the Bank Debt not exceeding £700,000 in aggregate principal amount (or such greater amount, if any, as shall be agreed in writing between the Bank and the Postponed Creditor) together with 12 months' interest on that amount and all commission, charges, fees, costs and expenses arising or incurred in connection with it;

“Bank Securities” means the Bank Fixed Security and the Bank Floating Charge;

“Postponed Debt” means all sums due and to become due to the Postponed Creditor by the Company whether as principal debtor, co-obligant, guarantor, surety or otherwise (including all present, future or contingent obligations owed to the Postponed Creditor, whether such obligations exist now or arise in the future) together with interest and charges, interest on them and all commission, charges, fees, costs and expenses arising or incurred in connection with those sums;

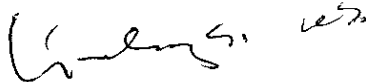
"Postponed Fixed Security" means the standard security over the Property to be granted by the Company in favour of the Postponed Creditor and to be registered in the Land Register of Scotland in security for the Postponed Debt;

"Postponed Floating Charge" means the bond and floating charge to be granted by the Company in favour of the Postponed Creditor over the Assets and to be registered with the Registrar of Companies in security for the Postponed Debt;

"Postponed Securities" means the Postponed Fixed Security and the Postponed Floating Charge;

"Preferential Payments" means payments to which a preference attaches in terms of Sections 175 and 386 of the Insolvency Act 1986;

"Property" means ALL and WHOLE the tenant's interest in the lease to be entered into between Rishworth Properties Limited and Tecjet Limited and about to be registered in the Land Register of Scotland, of the subjects and others known as and forming Unit 8, 292-334 Sauchiehall Street, Glasgow which subjects and others form part and portion of ALL and WHOLE (First) the subjects and others known as and forming 292-334 Sauchiehall Street, Glasgow being those subjects registered in the Land Register of Scotland under Title Number GLA120051 and (Second) the subjects and others known as and forming 330 Sauchiehall Street, Glasgow being those subjects registered in the Land Register of Scotland under Title Number GLA69136.

A handwritten signature in dark ink, appearing to be 'W. Long' followed by a small mark.



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

Company number 253459

I hereby certify that particulars of an instrument of alteration dated  
1 JULY 2005

were delivered pursuant to section 410 of the Companies Act, 1985,  
on 5 JULY 2005.

The instrument relates to a charge created on 1 JULY 2005

by TECJET LIMITED

in favour of  
THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh  
6 JULY 2005



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

