

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

COMPANIES HOUSE

FEE PAID

**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

*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

☐ ☐ ☐

SC286815

Name of company

\*Cart Corridor Joint Venture Company Limited

Date of creation of the charge (note 1)

12 August 2005

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

Floating Charge

Names of the persons entitled to the charge

The Royal Bank of Scotland plc

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

For official use (02/2006)

Charges Section

Post room

WEDNESDAY



\*SXJ1Z0HP\*

SCT

11/06/2008

1745

COMPANIES HOUSE

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

Please do not  
write in  
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Cart Corridor Joint Venture Company Limited  
The Royal Bank of Scotland plc  
Scottish Enterprise

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

Date(s) of execution of the instrument of alteration

2, 6 and 21 May 2008

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

See Paper Apart 1

Short particulars of any property released from the floating charge

None

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

None

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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this margin

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

See Paper Apart 2

Continued Over

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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 16 June 2008

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 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

**This is the Paper Apart 1 referred to in the foregoing Companies House Form 466 relative to the Ranking Agreement between Cart Corridor Joint Venture Company Limited, The Royal Bank of Scotland plc and Scottish Enterprise dated 21 May 2008**

1. The Borrower undertakes to the Priority Creditor that it shall not grant any security, charge or other encumbrance other than the Securities without the prior written consent of the Priority Creditor
2. The Borrower undertakes to the Postponed Creditor that it shall not grant any security, charge or other encumbrance other than the Securities without the prior written consent of the Creditors

See Paper Apart 3 for Definitions

**This is the Paper Apart 2 referred to in the foregoing Companies House Form 466 relative to the Ranking Agreement between Cart Corridor Joint Venture Company Limited, The Royal Bank of Scotland plc and Scottish Enterprise dated 21 May 2008**

## **1. PURPOSE AND RANKING**

The principal purpose of this Agreement is that the Priority Debt and the Postponed Debt should rank in the following order of priority.

First        the Priority Debt, and

Second     the Postponed Debt

## **2. RANKING OF SECURITIES**

With effect from 21 May 2008, the Securities shall, notwithstanding (a) the terms thereof, (b) the respective dates of creation, recording or registration thereof, and (c) the date or dates on which the Priority Creditor or the Postponed Creditor made or makes advances to the Borrower, rank *inter se* in point of security in the following order and to the following extent.

- a    the Priority Securities to the extent of the Priority Debt, and
- b    the Postponed Standard Security to the extent of the Postponed Debt

See Paper Apart 3 for Definitions

**This is the Paper Apart 3 referred to in the foregoing Companies House Form 466 relative to the Ranking Agreement between Cart Corridor Joint Venture Company Limited, The Royal Bank of Scotland plc and Scottish Enterprise dated 21 May 2008**

In Paper Apart 1 and 2, the following definitions shall apply

**Borrower** shall mean Cart Corridor Joint Venture Company Limited, a company incorporated under the Companies Acts with registered number SC286815 and having its Registered Office at 24/25 St Andrew Square, Edinburgh, EH2 1AF,

**Creditors** shall mean the Priority Creditor and the Postponed Creditor and Creditor shall mean either of them,

**Expenses** shall mean all expenses (on a full indemnity basis) incurred by the Priority Creditor at any time in connection with the Property or the Priority Debt or in entering into the

Priority Standard Security or in preserving, defending or enforcing the security created by the Priority Standard Security or in exercising any power under the Priority Standard Security or otherwise, with Interest from the date on which they are incurred,

**Interest** shall mean interest at the rate charged to the Borrower by the Priority Creditor from time to time,

**Postponed Creditor** shall mean Scottish Enterprise, established by the Enterprise and New Towns (Scotland) Act 1990 and having its principal place of business at 5 Atlantic Quay, 150 Broomielaw, Glasgow,

**Postponed Debt** shall mean all present and future obligations and liabilities of the Borrower to the Postponed Creditor whether actual, contingent, sole, joint and/or several or otherwise including, without prejudice to the foregoing generality, all obligations to indemnify the Postponed Creditor,

**Postponed Standard Security** shall mean the standard security over the Property, granted by the Borrower in favour of the Postponed Creditor dated on or around 6 May 2008 and registered in the Land Register of Scotland under Title Number REN31312 for the Postponed Debt;

**Priority Creditor** shall mean The Royal Bank of Scotland plc, a company incorporated in Scotland under the Companies Acts with registered number SC90312 and having its Registered Office at 36 St Andrew Square, Edinburgh, EH2 2YB,

**Priority Debt** shall mean means all sums of principal, Interest and Expenses which are now and which may at any time or in any currency become due to the Priority Creditor by the Borrower whether alone or jointly with another person and whether as principal or cautioner,

**Priority Floating Charge** shall mean the floating charge granted by the Borrower in favour of the Priority Creditor dated 12 August 2005 and registered with the Registrar of Companies on 17 August 2005 for the Priority Debt,

**Priority Securities** means the Priority Floating Charge and the Priority Standard Security,

**Priority Standard Security** means the standard security over the Property, granted by the Borrower in favour of the Priority Creditor dated on or around 6 May 2008 and registered in the Land Register of Scotland under Title Number REN31312 for the Priority Debt,

**Property** shall mean ALL and WHOLE the garage subjects on the northwest side of Inchinnan Road, Paisley registered in the Land Register of Scotland under Title Number REN31312

**Securities** shall mean the Priority Securities and the Postponed Standard Security,



**FILE COPY**

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

COMPANY NO. 286815

CHARGE NO. 1

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 6 JUNE 2008

WERE DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985  
ON 11 JUNE 2008

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 12  
AUGUST 2005

BY CART CORRIDOR JOINT VENTURE COMPANY LIMITED

IN FAVOUR OF  
THE ROYAL BANK OF SCOTLAND PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 18 JUNE 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES