

# 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.

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Pursuant to section 410 and 466 of the Companies Act 1985

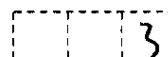


Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



SC357717

Name of company

\* insert full name of company

\* Survivex Ltd ("the Company")

Date of creation of the charge (note 1)

20 May 2011

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

Floating Charge ("the LTSBCF Charge")

Names of the persons entitled to the charge

Lloyds TSB Commercial Finance Limited (Company number 733011) and trading under the name of Bank of Scotland Commercial Finance.

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 LTSBCF Charge is in force comprised in the property and undertaking of the Company

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

Bermans, Solicitors  
St Stephen's House  
279 Bath Street  
GLASGOW G2 4JL  
Ref: JHW/AW LLO/40737/12

For official use (1)  
Charges Section

SATURDAY



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25/06/2011

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COMPANIES HOUSE

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

1. Lloyds TSB Commercial Finance Limited (Company No. 733011), No. 1 Brookhill Way, Banbury, Oxon, OX16 3EL ("LTSBCF")
2. Bank of Scotland PLC (Company No. SC327000), The Mound, Edinburgh EH1 1YZ ("the Bank");
3. Scottish Enterprise, established under the Enterprise New Towns (Scotland) Act 1990 (Company No B2650506) Atrium Court, 50 Waterloo Street, Glasgow ("Floating Chargeholder"); and
4. Survivex Limited (Company No: SC357717) Kirkhill Commercial Park, Dyce Avenue, Dyce, Aberdeen, AB21 0LQ ("the Company");

*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

1. 21 June 2011
2. 20 May 2011
3. 25 May 2011
4. 20 May 2011

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 the Bank or LTSBCF (other than the Securities (as defined below)) shall (unless otherwise agreed in writing between the Company, the Bank and LTSBCF) not prejudice the provisions as to ranking set out below, notwithstanding any provision contained in any of the Securities or any such future charge or any rule to the contrary. The Company undertakes to each of the Bank and LTSBCF that it shall not grant any further fixed or floating charges over all or any of its assets without the prior written consent of the Bank and LTSBCF.

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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bold block lettering*

"Banks Security" means a Floating Charge dated 19 April 2011 made between the Company and the Bank.

"Floating Charge" means the bond and floating charge dated 31 March 2010 by the Company in favour of the Floating Chargeholder.

"Invoices" has the meaning ascribed to it by a Receivables Finance Agreement ("the Financing Agreement") (as substituted, amended, varied or replaced) dated 26 May 2011 made between LTSBCF and the Company.

"LTSBCF Security" means a floating charge dated 20 May 2011 made between the Company and LTSBCF.

"Non Vesting Invoices" means all or any Invoices of the Company purchased or to be purchased by LTSBCF pursuant to the Financing Agreement which fail to vest absolutely in LTSBCF for any reason together with the Related Rights (as defined in the Financing Agreement) to such Invoices.

"Related Rights" bears the same meaning as in the Financing Agreement;

"Securities" means any or all, as the context requires, of the Bank's Security, LTSBCF's Security and the Floating Charge.

The Charges in the Securities shall rank and all receipts, recoveries and realisations ("realisations") pursuant to any enforcement shall be applied in satisfying monies, obligations and liabilities thereby secured as follows:-

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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(1) Charges over and realisations of Non Vesting Invoices shall rank and be applied:

- i. (First) LTSBCF without limit; and
- ii. (Second) the Bank and the Floating Chargeholder pari passu without limit.

(2) The Charges in the Securities over and realisations of all other assets of the Company (i.e those not referred to in Clause (1) above) shall rank and be applied in satisfying the monies, obligations and liabilities thereby secured as follows:

- i. (First) the Bank and the Floating Chargeholder pari passu without limit;
- ii. (Second) LTSBCF without limit.

*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

*Bernard*

Date 23 June 2011

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 £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



**FILE COPY**

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

COMPANY NO. 357717

CHARGE NO. 3

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 21 JUNE 2011

WERE DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006  
ON 25 JUNE 2011

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 20  
MAY 2011

BY SURVIVEX LTD

IN FAVOUR OF  
LLOYDS TSB COMMERCIAL FINANCE LIMITED

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 27 JUNE 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES