

# M

CHWP007

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legibly, preferably in  
black type, or bold  
block lettering\* insert full name  
of Company

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

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

   3

SC070993

Name of company

\* **Andrew Wishart & Sons Limited (the "Company")**

Date of creation of the charge (note 1)

**22 January 2007**Description of the instrument creating or evidencing the charge or of any ancillary document which  
has been altered (note 1)**Floating Charge (the "RBSIF Floating Charge")**

Names of the persons entitled to the charge

**RBS Invoice Finance Limited, incorporated under the Companies Acts in England with  
registered number 662221 and having its registered office at Smith House, Elmwood  
Avenue, Feltham, Middlesex TW13 7QD (hereinafter called "RBSIF")**

Short particulars of all the property charged

**The whole of the property and undertaking and in particular incorporating a charge on  
all book debts or other debts now and in the future owing to the Company.**Presentor's name address  
and reference (if any)**MLL/RBW****Morton Fraser  
30 31 Queens St  
EDINBURGH  
EH4 1HT**For official use  
Charges Section

WED SATURDAY



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COMPANIES HOUSE			
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COMPANIES HOUSE			

**1. the Company**

**2. RBSIF**

**3. The Royal Bank of Scotland Plc, incorporated under the Companies Acts in Scotland and having its registered office at 36 St. Andrew Square, Edinburgh EH2 2YB (hereinafter called the "Bank")**

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Date(s) of execution of the instrument of alteration

**23 January 2007**

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**

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**The Company, the Bank and RBSIF agree that the sums secured or to be secured by the Bank's Floating Charge and the RBSIF Floating Charge shall rank in the following order of priority:**

**The RBSIF Floating Charge shall rank on the Non Vesting Debts and on the proceeds thereof prior and preferably to the Bank's Floating Charge to an unlimited extent.**

**The Bank's Floating Charge shall rank on the assets thereby secured (other than the Non Vesting Debts) and on the rents thereof and on the proceeds thereof, prior and preferably to the RBSIF Floating Charge to an unlimited extent.**

**The RBSIF Floating Charge shall rank on the assets thereby secured (other than the Non-Vesting Debts) and on the rents thereof and on the proceeds thereof to an unlimited extent after the prior ranking above has been satisfied.**

**The Bank's Floating Charge shall rank on the Non-Vesting Debts and on the proceeds thereof to an unlimited extent after the prior ranking provided for above has been satisfied.**

**In the interpretation of the foregoing:-**

**"Agreement" means the agreement for the purchase of the Debts between RBSIF and the Company dated 22 January 2007 and any extension of, amendment to or replacement of such agreement;**

**"Bank's Floating Charge" means the floating charge over all the Company's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, dated 29 September 2001, given by the Company to the Bank;**

**"Debts" means all debts now or in the future due to the Company;**

**"Non-Vesting Debts" means any Debts or their Related Rights purchased or purported to be purchased by RBSIF pursuant to the Agreement which fail to vest absolutely and effectively in RBSIF for any reason;**

**"RBSIF Floating Charge" means the floating charge over all of the Company's assets, which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, dated 22 January 2007, given by the Company to RBSIF.**

**"Purchased Debts" means all or any of the Debts together with their related rights (as each is defined in the Agreement) which are purchased or the ownership of which are assigned or are intended to be assigned to RBSIF pursuant to the Agreement;**

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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*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 February 2007

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

† delete as  
appropriate

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

**FILE COPY**



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

Company number 70993

I hereby certify that particulars of an instrument of alteration dated  
23 JANUARY 2007

were delivered pursuant to section 410 of the Companies Act, 1985,  
on 10 FEBRUARY 2007.

The instrument relates to a charge created on 22 JANUARY 2007

by ANDREW WISHART & SONS LIMITED

in favour of RBS INVOICE FINANCE LIMITED

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh  
13 FEBRUARY 2007



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

