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CHFP041

COMPANIES FORM No. 466(Scot)

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

466

COMPANIES HOUSE

F11 - £13

EDINBURGH

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

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

For official use

Company number

[] [] 3

SC186063

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

Name of company

* insert full name
of company

* A & J Menswear (Retail) Limited (the "Company")

Date of creation of the charge (note 1)

14 July 1999

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

Bank of Scotland plc (Company Number SC327000), having its registered office at The Mound,
Edinburgh, EH1 1YZ.

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.

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

Dundas & Wilson CS LLP
191 West George Street
Glasgow
G2 2LD

For official use (05/2009)

Charges Section

Post room

TUESDAY



SS0PWX46

SCT

30/08/2011

125

COMPANIES HOUSE

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

Please do not
write in
this margin

(1) A&J Menswear (Retail) Limited incorporated under the Companies Acts (company number SC186063) and having its Registered Office at Marathon House, Olympic Business Park, Drybridge Road, Dundonald, KA2 9AE;
(2) Bank of Scotland plc incorporated under the Companies Acts (company number SC327000) and having its Registered Office at The Mound, Edinburgh, EH1 1YZ ("BoS");
(3) Alan Thomas Kinney of 19 Elphinstone Road, Giffnock, Glasgow, G46 6TF ("Mr Kinney"; and
(4) James McGonigle of 17 Erskine Road, Giffnock, Glasgow, G46 6TH ("Mr McGonigle" and, together with Mr Kinney, the "Subordinated Creditors").

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

Date(s) of execution of the instrument of alteration

11 and 16 August 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

The Company has agreed that, during the Security Period, the Company will not (and the Subordinated Creditors will not require the Company to) create or permit to subsist any security right over any of its assets for all or part of the Subordinated Debt or any guarantee (or other assurance against financial loss) for or in respect of all or any part of the Subordinated Debt, in either case other than by the security or guarantees conferred by the Subordinated Security Documents entered into on or before the date of the Agreement.

Please see page 3 of this Form for Definitions.

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

Please 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

BoS and the Subordinated Creditors have agreed and the Company has acknowledged that the BoS Security Documents and the Subordinated Security Documents shall rank as follows:-

- 3.1.1. the BoS Floating Charges shall rank first to the extent of the BoS Debt;
- 3.1.2. upon the satisfaction in full of the BoS Floating Charges, the Subordinated Floating Charge.

Definitions

In this Form 466:

"Agreement" means the intercreditor agreement among the Company, the Subordinated Creditors and BoS dated 11 and 16 August 2011;

"BoS 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 BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's accounts, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained;

"BoS Floating Charges" means (1) the floating charge by the Company dated 14 July 1999 and registered on 21 July 1999 and the floating charge dated 7 January 2010 and registered on 13 January 2010;

"BoS Security Documents" means the BoS Floating Charges and all fixed and floating charges and other security and all collateral or substituted securities for the time being held by BoS and given by the Company (or any of them) as security for the payment and/or discharge of the BoS Debt;

"Security Period" means the period from the date of the Agreement to the date on which the BoS Debt is repaid in full and no commitment by BoS to provide facilities to all or any of the Company remains in effect;

"Subordinated Debt" means all present and future sums, liabilities and obligations (whether actual and contingent, present or future) payable or owing by the Company to the Subordinated Creditors (or any of them) under the Subordinated Documents;

"Subordinated Documents" means the Subordinated Loan Agreement and the Subordinated Security Documents;

"Subordinated Floating Charge" means the floating charge granted or to be granted by the Company in favour of the Subordinated Creditors;

"Subordinated Loan Agreement" means any agreement between the Company and the Subordinated Creditors (or any of them) evidencing the Subordinated Debt of any part thereof; and

"Subordinated Security Documents" means the Subordinated Floating Charge, the Subordinated Loan Agreement (if any) and all collateral, additional or substituted securities for the time being held by the Subordinated Creditors and given by the Company (or any of them) as security for the payment and discharge of any part of the Subordinated Debt.

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

Please do not
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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

Joe E. Wall

Date

26.8.11

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, 139 Fountainbridge, Edinburgh, EH3 9FF. DX 235 Edinburgh or LP - 4 Edinburgh 2



FILE COPY

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

COMPANY NO. 186063
CHARGE NO. 3

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 16 AUGUST 2011

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 30 AUGUST 2011

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 14
JULY 1999

BY A & J MENSWEAR (RETAIL) 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 31 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES