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COMPANIES FORM No. 466(Scot)

# 466

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

CHFP025

Please do not  
write in this  
margin

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

COMPANIES HOUSE  
**FEE PAID**  
EDINBURGH

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

[ 151 ]

SC31753

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

Name of company

\* DAVID HARRISON LIMITED (the "Company")

\* insert full name  
of Company

Date of creation of the charge (note 1)

25 October 2004

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

Floating Charge (the "Bank's Floating Charge")

Names of the persons entitled to charge

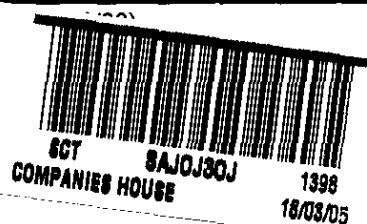
The Royal Bank of Scotland plc, 36 St Andrews Square, EH2 2YB (the "Bank")

Short particulars of all the property charged

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

Presentor's name address and  
reference (if any):  
DLA Piper Rudnick Gray Cary  
Rutland Square  
EDINBURGH  
EH1 2AA  
DX: ED271 Edinburgh

For off  
Charge



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

The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh EH2 2YB  
FCE Bank PLC, Central Office, Eagle Way, Brentwood, Essex  
GOGB Limited, 8 York Road, London, SE1 7NA  
David Harrison Limited, Crossburn Garage, 85-89 Edinburgh Road, Peebles

*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

23 February 2005, 25 February 2005, 3 March 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

N/A

Short particulars of any property released from the floating charge

The "GOGB Priority Limit" meaning all sums owed by the Company to GOGB Limited from time to time up to a maximum amount of £7,500, plus interest, costs and expenses.

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

N/A

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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

A standard security in favour of the Bank dated on or about the date of the Ranking Agreement over subjects known as and forming Crossburn Garage, 85-91 Edinburgh Road, Peebles in security of the Company's present and future debts to the Bank. This standard security shall rank before and in priority to the Bank's Floating Charge.

The Bank's Floating Charge shall, as regards the heritable assets listed in paper apart 1, and any other heritable assets whatsoever, rank before and in priority to FCE's Floating Charge.

A bond and floating charge in favour of FCE Bank PLC dated 13 February 1989 and registered on 23 February 1989, in terms of which the Company charged to FCE Bank PLC by way of floating charge all property, undertaking and assets of the Company (FCE's Floating Charge). This floating charge shall, as regards the vehicle assets listed in paper apart 1, rank before and in priority to the Bank's Floating Charge.

The Bank's Floating Charge and FCE's Floating Charge shall rank pari passu as regards all assets not listed in paper apart 1, without regard to the order in which the said floating charges were recorded or registered.

N/A

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

Signed DLA Piper Rudnick Gray Cary Solicitors LLP

Date 17/7/05

On behalf of [company][chargee] †

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

### 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

† delete as appropriate

**PAPER APART 1 (The Bank's heritable assets)**

Shop at 78 Haymarket Terrace, Edinburgh

Shop at 80 Haymarket Terrace, Edinburgh

Cottages 5, 5A and 6 Devon Place, Edinburgh

Garage and Shed at 5A Devon Place, Edinburgh

Garage at 6A Devon Place, Edinburgh

Garage at 7 Devon Place, Edinburgh

Piece of ground behind 4/8 Osborne Terrace, Edinburgh

Shop at 40 Haymarket Terrace, Edinburgh

Shop at 82 Haymarket Terrace, Edinburgh

Paint shop on Murieston Lane, Edinburgh

12 Annandale Street, Edinburgh

*Area of ground lying on the south west of Wilderhaugh Street, Galashiels, title number SEL 585*

The lockup garages numbers 10, 12, 14, 16, 18 and 20 Annandale Street Lane, Edinburgh

**PAPER APART 1 CONTINUED ("FCE Vehicle Assets")**

**New and Used Motor Vehicles** : All NEW and USED MOTOR VEHICLES (hereinafter called "the Motor Vehicles") which are from time to time during the continuance of this security in the possession of David Harrison or in respect of which David Harrison is or may be entitled to exercise rights of possession ownership or otherwise in whatsoever capacity

1. **Motor Vehicle Proceeds** : All proceeds of sale or other disposition of any of the Motor Vehicles
2. **Insurance Monies** : All insurance monies receivable in respect of damage to or the destruction or loss of any of the Motor Vehicles
3. **Motor Vehicle Debts** : All debts now or hereafter becoming due to David Harrison under the terms of any sale or other disposition of the Motor Vehicles or any insurance policy or in relation to any of the Motor Vehicles
4. **Title and Interest** : All of David Harrison's right title and interest in and the benefit including the right to receive rents hire charges or any other payments of all contracts (hereinafter called "the Contracts") for the hire or otherwise of any of the Motor Vehicles now or hereafter during the subsistence of FCE's Floating Charge subsisting between David Harrison or any agent director officer manager or employee or holding subsidiary or associated company of David Harrison or any person under the control of David Harrison as owner and any other person as hirer
5. **Benefits of Guarantees, Indemnities and Securities** : The benefit of all guarantees indemnities and securities given to David Harrison in respect of any of the Contracts
6. **Other Proceeds** : All proceeds of sale or other disposition of any of the Contracts including any cash or credit balances on any account held operated or controlled by David Harrison
7. **Other Debts** : All debts now or hereafter becoming due to David Harrison under the terms of or in relation to any of the Contracts
8. **Enforcement Rights** : All rights for enforcing the Contracts and all rights for enforcing all guarantees indemnities and securities given to David Harrison in respect thereof



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

Company number 31753

I hereby certify that particulars of an instrument of alteration dated  
3 MARCH 2005

were delivered pursuant to section 410 of the Companies Act, 1985,  
on 18 MARCH 2005.

The instrument relates to a charge created on 25 OCTOBER 2004

by DAVID HARRISON LIMITED

in favour of THE ROYAL BANK OF SCOTLAND plc

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh  
22 MARCH 2005



**C O M P A N I E S   H O U S E**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**