

**CHFP021**

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

# 466

FREE PAID  
EDINBURGH

SC236594

\* **BALLINTRAE LIMITED** (the "Company")

**8 August 2008**

### **Floating Charge (the "RBSIF Floating 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")**

**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.**

THURSDAY



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\*SUB3K2UG\*

04/09/2008

COMPANIES HOUSE

416

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

Date(s) of execution of the instrument of alteration

**26 AUGUST 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

**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:**

- 1. The RBSIF Floating Charge shall insofar as it relates to the Purchased Debts but not further or otherwise rank in priority to the Bank's Floating Charge for the payment to RBSIF of the Company's Obligations to RBSIF without limit as a continuing security and this priority shall not be affected by any fluctuation in the amount from time to time owing by the Company to RBSIF nor by the existence at any time of a nil or credit balance on any account of the Company with RBSIF.**
- 2. Subject to clause 1 above, the Bank's Floating Charge shall rank in priority to the RBSIF Floating Charge as a continuing security for the payment to the Bank of the Company's Obligations to the Bank without limit and this ranking shall not be affected by any fluctuation in the amount from time to time owing by the Company to the Bank nor by the existence at any time of a nil or credit balance on any account of the Company with the Bank.**
- 3. The Company shall comply with its covenant in the RBSIF Floating Charge to pay the proceeds of the Purchased Debts to RBSIF which shall be deemed to be compliance with the equivalent covenant in the Bank's Floating Charge.**

**In the interpretation of the foregoing:**

**"Agreement" means an agreement dated 8 August 2008 entered into by the Company with RBSIF under which certain Debts and Related Rights (as each is defined in the Agreement) due to the Company on the date hereof or which shall come into existence thereafter have been or are to be assigned by the Company to RBSIF free of all encumbrances;**

**"Bank's Floating Charge" means a floating charge dated 21 December 2007 granted by the Company to the Bank creating a floating charge over the Company's whole 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;**

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

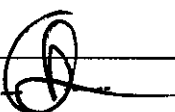
**"RBSIF Floating Charge" means a floating charge dated 8 August 2008 granted by the Company to RBSIF creating a floating charge over the Company's whole property and undertaking and in particular incorporating a charge on all book debts or other debts now and in the future owing to the Company;**

**"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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Signed \_\_\_\_\_ For and behalf of Morton Fraser LLP

Date 02/09/2008

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 Register of Companies is Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB  
DX 235 Edinburgh 1 or LP 4 Edinburgh 2

† delete as  
appropriate



**FILE COPY**

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

COMPANY NO. 236594

CHARGE NO. 2

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 26 AUGUST 2008

WERE DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985  
ON 4 SEPTEMBER 2008

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 8  
AUGUST 2008

BY BALLINTRAE LIMITED

IN FAVOUR OF  
RBS INVOICE FINANCE LIMITED

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 5 SEPTEMBER 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES