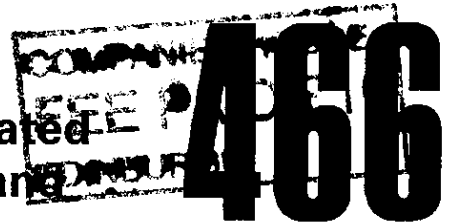


**Particulars of an instrument of  
alteration to a floating charge created  
by a company registered in Scotland**



**A fee of £10 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*

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

*\* insert full name  
of company*

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

*For official use*

*Company number*


SC242834

*Name of company*

\*Bishop Loch (Gartloch) Limited ("the Company")

*Date of creation of the charge (note 1)*

7 November 2003

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

Floating Charge ("the Floating Charge")

*Names of the persons entitled to the charge*

The Royal Bank of Scotland PLC ("RBS")

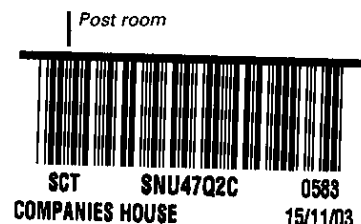
*Short particulars of all the property charged*

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.

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

Dundas & Wilson CS  
191 West George Street  
Glasgow  
G2 2LD  
Ref-  
NSR/JGM/DEM/RBS001.1346

*For official use (02/00)  
Charges Section*



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

*Please do not  
write in  
this margin*

(i) The Royal Bank of Scotland PLC, having an office at 100 West George Street, Glasgow ("RBS");

(ii) Greater Glasgow Primary Care National Health Service Trust having its headquarters at Gartnavel Royal Hospital, Glasgow; ("the Trust") and

(iii) Bishop Loch (Gartloch) Limited having its registered office at Silverwells House, 114 Cadzow Street, Hamilton ML3 6HP ("the Company").

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

*Date(s) of execution of the instrument of alteration*

7th, 10th and 11th of November 2003.

*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

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*

For the purposes of this Form 466, the following definitions will apply: -

**"Greenbelt Clawback Agreement"** means the agreement between the Company and the Trust dated 7 November 2003 and subsequent dates and registered or to be registered in the Books of Council and Session in terms of which (subject to the terms of such agreement) the Trust share in any increase in value for the Greenbelt Land;

**"Greenbelt Land"** means ALL and WHOLE the subjects shown delineated in black on the Plan under exception of: -

(one) ALL and WHOLE the subjects shown delineated in red on the Plan;  
(two) ALL and WHOLE the subjects shown delineated in brown on the Plan;  
(three) ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Numbers GLA126336, GLA131233, GLA133447, GLA133450, GLA147505, GLA158544 and GLA 159342;  
(four) ALL and WHOLE the subjects shown delineated in yellow on the Plan; and declaring that (i) the Greenbelt Land forms part and portion of the subjects registered in the Land Register of Scotland under Title Numbers GLA120501, GLA143242 and GLA147864; and (ii) references to the Greenbelt Land shall include the whole or any part or parts of it;

**"Obligations"** means all and any obligations incumbent upon the Company pursuant to the terms of the Greenbelt Clawback Agreement;

**"Plan"** means the plan annexed and executed as relative to the Instrument of Alteration;

**"RBS Debt"** means all sums due and that may become due in any manner of way (whether solely or jointly with any person or persons or corporation and whether as principal and surety) by the Company to RBS together with interest, discount, commission and other lawful charges or expenses which the Company is due to pay to RBS;

**"RBS Floating Charge"** means the Floating Charge granted by the Company in favour of RBS over the whole assets and undertaking of the Company dated 7 November 2003 and registered or to be registered in the Register of the Charges and Company Files in security for the RBS Debt;

**"RBS Securities"** means RBS Floating Charge and the RBS Standard Security;

**"RBS Standard Security"** means the Standard Security granted by the Company in favour of RBS over the Greenbelt Land dated 7 November 2003 and registered or to be registered in the Land Register for the County of Glasgow in security for RBS Debt; and

**"Trust Security"** means the Standard Security granted by the Company in favour of the Trust over the Greenbelt Land dated 7 November 2003 and registered or to be registered in the Land Register for the County of Glasgow in security of the Obligations declaring that the Trust Security is defined as the Standard Security in the Greenbelt Clawback Agreement.

RBS, the Trust and the Company agree that RBS Debt and the Obligations (secured or to be secured respectively to RBS by virtue of RBS Securities a

- (1) RBS Securities to the extent of RBS Debt; then
- (2) the Trust Security to the extent of the Obligations.

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

Signed Nicholas Wilson  
On behalf of Company [chargee]

Date 14/11/03

A fee of £10 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. 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

† delete as appropriate

# FILE COPY



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

Company number 242834

I hereby certify that particulars of an instrument of alteration dated  
11 NOVEMBER 2003

were delivered pursuant to section 410 of the Companies Act, 1985,  
on 15 NOVEMBER 2003.

The instrument relates to a charge created on 7 NOVEMBER 2003

by BISHOP LOCH (GARTLOCH) LIMITED

in favour of THE ROYAL BANK OF SCOTLAND plc

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh  
18 NOVEMBER 2003



**C O M P A N I E S   H O U S E**



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

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

# REGISTER of Charges, Alterations to Charges,

COMPANY: SC242834 CHARGE: 1

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
15/11/2003		7/11/03 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE ROYAL BANK OF SCOTLAND plc

# Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC242834 CHARGE: 1

(8)	(9)	(10)	(11)	(12)		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
<p>COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE</p> <p>Memoranda</p> <p>COMPANY SC242834</p>						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC242834 CHARGE: 1

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased.  £
	BISHOP LOCH (GARTLOCH) LIMITED GREATER GLASGOW PRIMARY CARE NATIONAL HEALTH SERVICE TRUST THE ROYAL BANK OF SCOTLAND plc				