



CHFP020
(T)

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.**

COMPANIES HOUSE
FEE PAID
EDINBURGH

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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

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

Name of company

4

SC275299

* insert full name
of company

* Business Homes - CALA Limited ("the Company")

Date of creation of the charge(note 1)

17 October 2005

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

Bond and Floating Charge ("the Floating Charge")

Names of the persons entitled to the charge

The Governor and Company of the Bank of Ireland having its registered
office at One Donegall Square South, Belfast, BT1 5LR ("Bank of Ireland")

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 Company's property and undertaking

Presentor's name address and
reference (if any)

HBJ GATELEY WAREING
19 CANNING STREET,
EDINBURGH EH3 8EH
DX:ED27 EDINBURGH

For official use

Charges Section



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

Business Homes - CALA Limited having its registered office at Johnstone House
52-54 Rose Street, Aberdeen, AB10 1HA
Bank of Ireland having its registered office at One Donegall Square South,
Belfast, BT1 5LR
CALA Management Limited, incorporated under the Companies Act (Registered
Number SC13655), having their Registered Office at Adam House, 5 Mid New
Cutlins, Edinburgh, EH11 4DU ("CALA")

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this margin*

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

Date(s) of execution of the instrument of alteration

14 July 2006
21

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 par passu with the floating charge

The Company shall not grant any further fixed or floating charge over its assets or any part thereof without the written consent of Bank of Ireland and CALA; but Bank of Ireland shall be entitled as at any time in its discretion and without consulting the Company or CALA to transact and deal with any other securities or guarantees of any kind held or that may be held by it for any obligations of the Company.

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

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

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bold block lettering

Bank of Ireland's Fixed Charges, Bank of Ireland's Floating Charge, CALA's Fixed Charges and CALA's Floating Charge shall rank in the following order of priority notwithstanding the terms of the said respective charges or of any existing instruments of alteration affecting the same and the dates of their respective creation, recording or registration:-

1. Bank of Ireland's Fixed Charges shall rank in priority to the extent of five million nine hundred and twelve thousand pounds (£5,912,000) sterling of principal with all interest, including capitalised interest, charges and expenses;
2. CALA's Fixed Charges shall following recovery in full by Bank of Ireland of the sums specified in 1 above rank next in priority to the extent of one million seven hundred thousand pounds (£1,700,000) sterling of principal with all interest, including capitalised interest, charges and expenses;
3. Bank of Ireland's Floating Charge shall rank next in priority to the extent of any sums remaining unpaid to Bank of Ireland under the Bank of Ireland's Fixed Charges and any sums under Bank of Ireland's Floating charge up to a maximum of the aforesaid sum of five million nine hundred and twelve thousand pounds (£5,912,000) sterling specified in 1 above plus interest, including capitalised interest, charges and expenses;
4. CALA's Floating Charge shall rank next in priority to the extent of one million seven hundred thousand pounds (£1,700,000) sterling of principal with all interest, including capitalised interest, charges and expenses; and
5. Bank of Ireland's Floating Charge and Bank of Ireland's Fixed Charges shall rank next in priority to the extent of any sums exceeding the aforesaid sum of five million nine hundred and twelve thousand pounds (£5,912,000) sterling plus interest, including capitalised interest, charges and expenses.

(Please see Paper Apart for definitions)

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 DMK:ml for NGJ SATELEY WAREING Date 1 August 2006
On behalf of ~~company~~ [chargee]† (SCOTLAND) LTD

A fee of £10 is
payable to
Companies House
in respect of each
register or 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**.

† delete as
appropriate

6 The address of the Registrar of Companies is
Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB

PAPER APART REFERRED TO IN FORM 466 relating to FLOATING CHARGE by BUSINESS HOMES- CALA LIMITED, COMPANY NO: SC275299

“Agreement”

means the instrument of alteration pursuant to which the Floating Charge has been altered,

“Bank of Ireland’s Fixed Charges”

means:-

- a) the Standard Security over the Halbeath Site granted by the Company to Bank of Ireland and registered at Companies House 12th November 2005;
- b) the Standard Security over the Macmerry Site granted by the Company to Bank of Ireland and registered at Companies House 24th December 2005,
- c) the Standard Security over the GA Units granted by the Company to Bank of Ireland and registered at Companies House 13th March 2006;
- d) the Standard Security over the Mugiemooss Site granted by the Company to Bank of Ireland on (i) the 24th March 2006 and registered in the Land Register of Scotland under Number ABN84885 on the 28th March 2006; and (ii) the 27th June 2006 and registered in the Land Register of Scotland under Title Number ABN84885 on 6th July 2006, and
- e) the Sub-Standard Securities granted by the Company in favour of the Bank of Ireland over the Standard Securities granted in favour of the Company over the GA Units, the Macmerry Units and the Halbeath Units;

“Bank of Ireland’s Floating Charge”

means the Bond and Floating Charge granted by the Company in favour of Bank of Ireland executed by the Company 17th October 2005 and to be registered with Companies House on the 28th October 2005 over the whole of the property (including uncalled capital) which is, or may be from time to time comprised in the Company’s property and undertaking in security of all sums and obligations already due and which may at any time or from time to time become due by the Company to Bank of Ireland;

“CALA’s Fixed Charges”

means -

- a) the Standard Security over the Halbeath Site granted by the Company to CALA and registered at Companies House on 18th August 2005;

	b) the Standard Security over the Macmerry Site granted by the Company to CALA and registered at Companies House 25 th August 2005;
	c) the Standard Security over the GA Site granted by the Company to CALA and registered at Companies House 17 March 2006;
	d) the Standard Security over the Mugiemooss Site granted by the Company to CALA dated 24 th March 2006 and registered in the Land Register of Scotland under Title Number ABN84885 on the 28 th March 2006; and
	e) the Sub-Standard Securities granted by the Company in favour of CALA over the Standard Securities granted in favour of the Company over the GA Units, the Macmerry Units and the Halbeath Units;
"CALA's Floating Charge"	means a Bond and Floating Charge executed by the Company in favour of CALA created 5 th August 2005 and registered with Companies House on 11 th August 2005 over the whole property (including uncalled capital) which is or may be from time to time comprised in the Company's property and undertaking in security of all sums which are or which may at any time or from time to time become due by the Company to CALA;
"Unit 4 Glasgow Airport"	has the meaning set out in Part 1 of the Schedule of the Agreement;
"Unit 5 Glasgow Airport"	has the meaning set out in Part 2 of the Schedule of the Agreement,
"Unit 3 Halbeath"	has the meaning set out in Part 3 of the Schedule of the Agreement;
"Unit 4 Halbeath"	has the meaning set out in Part 4 of the Schedule of the Agreement,
"Unit 4 Macmerry"	has the meaning set out in Part 5 of the Schedule of the Agreement;
"Unit 5 Macmerry"	has the meaning set out in Part 6 of the Schedule of the Agreement,
"the GA Site"	means ALL and WHOLE the subjects known as Plot 5, Glasgow Airport Business Park, Paisley being the subjects registered in the Land Register of Scotland under Title Number REN119798;
"the Halbeath Site"	means ALL and WHOLE the subjects known as Halbeath Interchange, Dunfermline, Fife being the subjects registered in the Land Register under Title Number FFE74739;
"Halbeath Units"	means Unit 3 Halbeath and Unit 4 Halbeath;
"GA Units"	means Unit 4 Glasgow Airport, and Unit 5 Glasgow Airport;
"the Macmerry Site"	means ALL and WHOLE the subjects known as Plots 5 & 6 Macmerry Business park, East Lothian

"Macmerry Units"
"the Mugiemooss Site"

ELN9578;
means Unit 4 Macmerry and Unit 5 Macmerry; and
means All and Whole the subjects lying on the
south side of Mugiemooss Road, Bucksburn,
Aberdeen registered in the Land Register of
Scotland under Title Number ABN84885.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 275299

I hereby certify that particulars of an instrument of alteration dated
21 JULY 2006

were delivered pursuant to section 410 of the Companies Act, 1985,
on 2 AUGUST 2006.

The instrument relates to a charge created on 17 OCTOBER 2005

by BUSINESS HOMES - CALA LIMITED

in favour of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
3 AUGUST 2006



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

