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CHFP021

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 £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

*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

2

SC278348

Name of company

* 3D REID LIMITED

Date of creation of the charge (note 1)

05 JUNE 2013

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

SEE ATTACHED CERTIFIED COPY OF INSTRUMENT OF ALTERATION

Short particulars of all the property charged

ALL OF THE BOOK AND OTHER DEBTS AND MONETARY CLAIMS DUE OR OWING TO THE COMPANY, AND THE BENEFIT OF ALL SECURITY, GUARANTEES AND ANY OTHER RIGHTS OF ANY NATURE ENJOYED OR HELD BY THE COMPANY IN RELATION TO ANY OF THEM COMPRISED IN THE COMPANY'S PROPERTY AND UNDERTAKING FROM TIME TO TIME

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

DWF BIGGART BAILLIE
NO 2 LOCHRIN SQUARE
96 FOUNTAINBRIDGE
EDINBURGH EH3 9QA
GETD/ABG/M56054.7

For official use (02/06)

Charges Section

Post room

MONDAY



S2A7HVOW

SCT

10/06/2013

#247

COMPANIES HOUSE

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

SEE ATTACHED PAPER APART

*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

5 AND 6 JUNE 2013

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

SEE ATTACHED CERTIFIED COPY OF THE INSTRUMENT OF ALTERATION

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

*Please do not
write in
this margin*

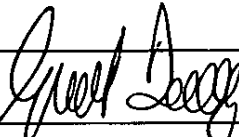
*Please complete
legibly, preferably
in black type, or
bold block lettering*

SEE ATTACHED CERTIFIED COPY OF THE INSTRUMENT OF ALTERATION

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
write in
this margin*

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

Signed  DWF BIGGART BAILLIE Date 10th June 2013
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. ☐ delete as appropriate
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

Form 466

Paper Apart

Names and addresses of the persons who have executed the instrument of alteration

3DREID LIMITED, a company incorporated in Scotland with registered number SC278348 and having its registered office at c/o Dundas & Wilson CS LLP, Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN;

RICHARD CHARLES GRAHAM-MARR, residing at 8 Melville Terrace, Stirling, FK8 2NE; CALUM ALISTER MACDONALD, residing at 32 Snowdon Place, Stirling, FK8 2JN; GEORGE BARRIE SIM TURNBULL residing at 26 Bonnyrigg Road, Eskbank, Dalkeith, EH22 3EZ, MARK HOWARD TAYLOR residing at Kitlands Farmhouse, Broomehall Road, Coldharbour, Dorking, RH5 6HQ and @SSAS (PENSION TRUSTEES) LTD incorporated under the Companies Act (registered number SC221202) and having its Registered Office at 58 Elliot Street, Glasgow G3 8DZ; and

THE ROYAL BANK OF SCOTLAND PLC, a company incorporated in Scotland with registered number SC090312 and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB.



FILE COPY

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

COMPANY NO. 278348
CHARGE CODE SC27 8348 0002

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 6 JUNE 2013 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 10 JUNE 2013

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 5
JUNE 2013

BY 3DREID LIMITED

IN FAVOUR OF
GEORGE BARRIE SIM TURNBULL, CALUM ALISTER
MACDONALD, MARK HOWARD TAYLOR, ROBERT CHARLES
GRAHAM-MARR

GIVEN AT COMPANIES HOUSE, EDINBURGH 12 JUNE 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL



FOR DWF LLP

BRODIES^{LLP}

www.brodies.com

RANKING AGREEMENT

among

THE TRUSTEES OF 3D GROUP TRUST
as 3D Group

THE ROYAL BANK OF SCOTLAND PLC
as the Bank

and

3DREID LIMITED
as the Company

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: SZG.ROY103.99

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RANKING AGREEMENT among:

3DREID LIMITED, a company incorporated in Scotland with registered number SC278348 and having its registered office at c/o Dundas & Wilson CS LLP, Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN (the "Company");

RICHARD CHARLES GRAHAM-MARR, residing at 8 Melville Terrace, Stirling, FK8 2NE; **CALUM ALISTER MACDONALD**, residing at 32 Snowdon Place, Stirling, FK8 2JN; **GEORGE BARRIE SIM TURNBULL** residing at 26 Bonnyrigg Road, Eskbank, Dalkeith, EH22 3EZ, **MARK HOWARD TAYLOR** residing at Kitlands Farmhouse, Broomehall Road, Coldharbour, Dorking, RH5 6HQ and **@SSAS (PENSION TRUSTEES) LTD** incorporated under the Companies Act (registered number SC221202) and having its Registered Office at 58 Elliot Street, Glasgow G3 8DZ as trustees of the Scheme (hereinafter together called "**3D GROUP**" which expression shall include their successors in office as such trustees of the Scheme and the survivors and survivor of them and their assignees whomsoever); and

THE ROYAL BANK OF SCOTLAND PLC, a company incorporated in Scotland with registered number SC090312 and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB (the "Bank")

WHEREAS:

1. The Company has granted the Securities (as hereinafter defined).
2. The Bank, 3D Group and the Company intend to regulate the ranking of each of the Securities and the debt secured by them in the manner set out below.

NOW THEREFORE IT IS AGREED AND DECLARED as follows:-

1 Consent

The Bank and 3D Group for their respective right, title and interest consent to the constitution by the Company of the Securities.

2 Ranking

- 2.1 Notwithstanding the respective dates of creation or registration of the Securities or any of them or any provisions as to ranking contained in any of the Securities, the Securities and any sums secured thereby shall rank in the following order of priorities:-

2.1.1 (First) 3D Group's Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of the 3D Priority Limit;

2.1.2 (Second) The Bank's Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of the Bank Priority Limit;

2.1.3 (Third) 3D Group's Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all remaining sums secured thereby in excess of the 3D Priority Limit; and

2.1.4 (Fourth); The Bank's Floating Charge (and all sums secured or to be secured thereby) on the property and undertaking thereby secured and on the proceeds thereof or any part thereof in the event of a sale of the same to the extent of all remaining sums secured thereby in excess of the Bank Priority Limit.

3 Alteration of Securities

3.1 The Bank's Floating Charge and 3D Group's Floating Charge are hereby varied to the extent specified in this Agreement and this Agreement so far as affecting the Bank's Floating Charge and 3D Group's Floating Charge shall be construed and receive effect as an Instrument of Alteration of the said Floating Charges within the meaning of Section 466 of the Companies Act 1985.

4 Fluctuating advances and exclusion of legal rules

4.1 Notwithstanding any rule of law which might operate to the contrary effect, the foregoing provisions of Clause 2.1 as to priority and ranking of the Securities shall be valid and effective irrespective of:

4.1.1 the dates or times at which the Securities were executed or constituted or registered; and

4.1.2 the date or dates on which sums have been or shall be advanced by the Bank to the Company or have been or shall be drawn out by or debited to the Company, 3D Group having no concern with the composition of or fluctuance in the sum or sums due by the Company to the Bank.

4.2 Subject to the terms of this Agreement, the Securities shall rank as continuing security for the payment and discharge of all the liabilities and obligations the payment and/or discharge of which are thereby secured.

5 Preferential payments

The provisions set out in this Agreement as to ranking shall not prejudice the right of the Bank or 3D Group to receive payments to which a preference attaches in terms of Section 59, 175, 386 and Schedule 6 to the Insolvency Act 1986 or any other applicable legislation.

6 Assignment

Each of the Bank and 3D Group agreed that they shall not assign or otherwise transfer or dispose of the benefit of their respective Securities or any of them or agree to do so unless the relevant assignee or transferee or proposed assignee or transferee has undertaken to each of the

remaining parties hereto to be bound by the terms of this Agreement and to enter into all necessary documentation to give effect thereto.

7 Disclosure of information

During the joint continuance of (1) Bank's Floating Charge and (2) 3D Group's Floating Charge, the Bank and 3D Group shall be at liberty from time to time to disclose to each other information concerning the Company and its affairs in such manner and to such extent as the Bank and 3D Group shall from time to time desire and agree.

8 Duty to consult

In the event of the Bank or 3D Group wishing to appoint a receiver or administrator of the Company's property and undertaking, the Bank and 3D Group shall consult together with a view to agreeing upon either the terms of such sale or upon a suitable person to be appointed as such receiver or administrator, provided always that this agreement to consult will not prejudice the right of the Bank or 3D Group to take action under its powers of sale or other powers of enforcement or to appoint a receiver or administrator under the Bank's Floating Charge or 3D Group's Floating Charge without prior consultation in the case of need.

9 Compensation

As between the Bank and 3D Group, it is hereby agreed that in the event of this Agreement being regarded by a receiver, administrator or liquidator of the Company or any of them as failing to bind him or them in the distribution of the proceeds of sale of the assets of the Company, or any of them, the Bank and 3D Group will compensate each other inter se to the effect that in so far as the refusal of the receiver, administrator or liquidator to be bound by these presents shall cause prejudice to the Bank or 3D Group each will compensate the other to the extent to which either may be *lucratus* by such prejudice but no further.

10 Severability

Each of the provisions in this Agreement shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

11 Waiver

No failure on the part of the Bank to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedies provided by law.

12 Notice

12.1 Any communication to be made under or in connection with this Agreement shall be made (in English) in writing and, unless otherwise stated, may be made by fax or letter.

12.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Bank, 3D Group and the Company for any communication or document to be made or delivered under or in connection with this Agreement is:

12.2.1 Bank:

Address: Business Restructuring Unit, 24 St Andrew Square, Edinburgh EH2 1AF
Fax number: 0131 523 8000
For the attention of: Stuart Holloway

12.2.2 3D Group:

Address: c/o 3D Reid, 45 West Nile Street | Glasgow | G1 2PT
Fax number: +44 (0)141 226 3053
For the attention of: Richard Beastall

12.2.3 Company:

Address: 3D Reid, 45 West Nile Street | Glasgow | G1 2PT
Fax number: +44 (0)141 226 3053
For the attention of: Richard Beastall

12.3 Any notice or other communication given to a party shall be deemed to have been received:-

12.3.1 if sent by facsimile, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted;

12.3.2 in the case of a written notice given by hand, on the day of actual delivery; and

12.3.3 if posted, on the second Business Day following the day on which it was despatched by first class mail postage prepared following the date of despatch by prepaid first class postage,

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall only be deemed to have been received on the next Business Day.

13 Currency conversion

For the purpose of calculating any sums outstanding to the Bank or 3D Group or secured under any of the Securities any amount so outstanding or secured which is expressed in a currency other than Sterling shall be converted from such currency into its Sterling Equivalent on the Business Day immediately preceding the first date on which the Bank or 3D Group appoints a receiver or administrator under the Bank's Floating Charge or 3D Group's Floating Charge respectively or on which a petition to wind up the Company is granted.

14 Expenses

- 14.1 In connection with the preparation of this Agreement, all reasonable and properly incurred professional fees and expenses of the Bank and 3D Group shall be promptly paid by the Company upon receipt of an invoice (in the case of the fees and expenses of the Bank only subject always to any cap agreed between the Bank and the Company from time to time).
- 14.2 In connection with the enforcement of this Agreement, all professional fees and expenses of the Bank and 3D Group shall be promptly paid by the Company upon receipt of an invoice.

15 Definitions**15.1 In this Agreement:-**

- 15.1.1 **"3D Group's Floating Charge"** means the floating charge to be granted by the Company in favour of 3D Group and dated on or about the date of the Company's signature on this Agreement and to be registered with the Registrar of Companies in Scotland over the whole of the Company's book debts, in security of all sums due and to become due to 3D Group pursuant to a loan agreement between 3D Group and the Company dated on or about the date of the Company's signature on this Agreement.
- 15.1.2 **"3D Group Priority Limit"** means the sum of £350,000 together with one year's interest thereon (capitalised or otherwise) and all costs and charges thereon or in respect thereof.
- 15.1.3 **"Bank's Floating Charge"** means the floating charge granted by the Company in favour of the Bank over the whole of the Company's property and undertaking, present and future in security of all sums due and to become due to the Bank, dated 29 April and registered with the Registrar of Companies in Scotland on 17 May 2005.
- 15.1.4 **"Bank Priority Limit"** means the sum of £350,000 together with one year's interest thereon (capitalised or otherwise) and all costs and charges thereon or in respect thereof.
- 15.1.5 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London.
- 15.1.6 **"Scheme"** means the 3D GROUP TRUST which was established by Trust Deed dated 26 April 2000 as amended by Deed of Amendment dated 6 February 2007.
- 15.1.7 **"Securities"** means the Bank's Floating Charge and 3D Group's Floating Charge.
- 15.1.8 **"Sterling Equivalent"** in relation to any sums denominated by a currency other than Sterling, means that amount converted into Sterling at the Bank's spot rate of exchange for the purchase of that currency with Sterling in the London foreign exchange market on the relevant day.

16 Interpretation**16.1 Unless otherwise indicated any reference in this Agreement to:**

- 16.1.1 a "**fixed security**" shall be construed as a reference to a fixed security as defined by Section 486 of the Act;
- 16.1.2 a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality);
- 16.1.3 any person shall include that persons successor in title, permitted assignees or permitted transferees;
- 16.1.4 a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- 16.1.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 16.1.6 a clause heading is a reference to a clause or sub-clause of this Agreement and is for ease of reference only;
- 16.1.7 this Agreement (and any provisions of it) or any other document referred to in this Agreement shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.

17 Governing law

This Agreement shall be governed by and construed in accordance with the law of Scotland and each of the parties hereto hereby prorogates and accepts the jurisdiction of the Court of Session in Scotland.

18 Consent to registration

The parties hereto consent to the registration hereof for preservation and execution: IN WITNESS
WHEREOF these presents consisting of this and the preceding 6 pages are executed as follows:-


For 3DR Ltd Limited


signature of
director/secretary/authorised signatory/witness

Richard Beestall
full name of above (print)

346 Clarkston Road
Glasgow

Address of witness


Signature of
Director/secretary/authorised signatory

RICHARD CHARLES GRAHAM-MARR
full name of above (print)

05/06/2013
Date of signing

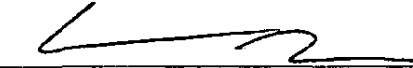
Glasgow
Place of signing

For The Royal Bank of Scotland plc


signature of
director/secretary/authorised signatory/witness

STUART HOLLOWAY
full name of above (print)

c/o RBS
24 ST ANDREW SQUARE
EDINBURGH
address of witness


Signature of
Director/secretary/authorised signatory

GRAHAM A S LTD
full name of above (print)

5/6/13
Date of signing

EDINBURGH
Place of signing


Richard Charles Graham-Marr as trustee


signature of
witness

Richard Beestall
full name of above (print)

346 Clarkston Road
Glasgow

address of witness


Signature of
Richard Charles Graham-Marr

RICHARD CHARLES GRAHAM-MARR

05/06/2013
Date of signing

Glasgow
Place of signing

Calum Alister Macdonald as trustee

signature of
witness

Richard Beastall

full name of above (print)

346 Clarkston Road
Glasgow

address of witness

Signature of
Calum Alister Macdonald

Date of signing

Place of signing

George Barrie Sim Turnbull as trustee

signature of
witness

Richard Beastall

full name of above (print)

346 Clarkston Road
Glasgow

address of witness

Signature of
George Barrie Sim Turnbull

Date of signing

Place of signing

Mark Howard Taylor as trustee

signature of
witness

Richard Beastall

full name of above (print)

346 Clarkston Road
Glasgow

address of witness

Signature of
Mark Howard Taylor

Date of signing

Place of signing

For @SSAS (Pension Trustee) Limited as trustee

signature of
director/secretary/authorised signatory/witness

Harry Perdikou
full name of above (print)

58 Elliot Street
Glasgow

G3 8DZ
Address of witness

Signature of
Director/secretary/authorised signatory

full name of above (print)

06/06/2013
Date of signing

58 Elliot Street, Glasgow
Place of signing