

# M

CHWP000

COMPANIES FORM No. 466(Scot)

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

29/547404

# 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

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

For official use

Company number

2

SC371272

Name of company

\* Alligator Storage Centres Limited (the "Company")

\* insert full name  
of company

Date of creation of the charge (note 1)

28 June 2012

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

HSBC Bank Plc (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 comprised in the property and undertaking of the Company.

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

For official use (02/06)

Charges Section

1 Oct 2006

FRIDAY



\*S1CL2TC3\*

SCT

06/07/2012

#593

COMPANIES HOUSE

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

(1) The Bank, Sheffield Securities Processing Centre, PO Box 3924, Sheffield, S1 9BD;  
(2) Alligator Self Storage Limited, 5 Atholl Crescent, Edinburgh EH3 8EJ ("ASSL");  
(3) The Company, 5 Atholl Crescent, Edinburgh EH3 8EJ;  
(4) The Lender Shareholders (please refer to Part A of Paper Apart 1);  
(5) Capita Trust Company Limited, The Registry, 34 Beckenham Road, Beckenham, BR3 4TU, as agent and trustee for itself and each of the Lender Shareholders (the "Security Trustee"); and  
(6) The Security Grantors (please refer to Part B of Paper Apart 1).

*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

29 June 2012

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

None

Short particulars of any property released from the floating charge

None

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

None

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

The charges created by the Securities shall (save as may be otherwise agreed in writing from time to time by the Bank and the Security Trustee) have priority as set out below so that all moneys received after the Enforcement Date or by any administrator or receiver appointed under or otherwise realised from the Securities shall (after payment of every such administrator's or receiver's remuneration and after providing for all outgoings, costs, charges, expenses and liabilities and other payments ranking in priority) be applied in or towards discharge of the Debts in the following order:

FIRST, the Bank's Security in respect of the Bank's Debt; and  
SECOND, the BAML Security in respect of the BAML Debt,  
and afterward in payment to the person or persons next entitled.

(please refer to Paper Apart 2 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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write in  
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*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Signed *Drum*, *Secretary (s)* Date *5-7-12*  
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, 139 Fountainbridge, Edinburgh EH3 9FF  
DX 235 Edinburgh or LP - 4 Edinburgh 2

☐ delete as  
appropriate

Paper Apart 1  
to  
Form 466 in respect of an instrument of alteration to a floating charge granted by Alligator Storage  
Centres Limited in favour of HSBC Bank Plc dated 28 June 2012

PART A

“Lender Shareholders” means:-

- (a) Simon Squair Hodgson, c/o Alligator Self Storage Limited, 140 Balgreen Road, Edinburgh EH12 5XQ;
- (b) Peter David Roper Landale, c/o Alligator Self Storage Limited, 140 Balgreen Road, Edinburgh EH12 5XQ;
- (c) Alistair William Jack, c/o Alligator Self Storage Limited, 140 Balgreen Road, Edinburgh EH12 5XQ;
- (d) Charles David Landale, c/o Alligator Self Storage Limited, 140 Balgreen Road, Edinburgh EH12 5XQ;
- (e) Chris Wilson, c/o Alligator Self Storage Limited, 140 Balgreen Road, Edinburgh EH12 5XQ;
- (f) Noble Grossart Investments Limited, having its registered office at 48 Queen Street, Edinburgh, EH2 3NR;
- (g) Shancastle Investments Limited, having its registered office at c/o Bell-Ingram Limited, Durn, Isla Road, Perth; and
- (h) Pandale Limited, having its registered office at Dorchester House, Hamilton, Bermuda PO Box HM 1171.

PART B

“Security Grantors” means:-

- (a) Storage UK SPV1 Limited, 15 The Crescent, Taunton, Somerset, TA1 4EB (“SPV1”);
- (b) Keepsafe Limited, 15 The Crescent, Taunton, Somerset, TA1 4EB (“Keepsafe”);
- (c) Keepsafe Management Limited, 15 The Crescent, Taunton, Somerset, TA1 4EB (“KM”);
- (d) Keepsafe Containers Limited, 15 The Crescent, Taunton, Somerset, TA1 4EB (“KC”);
- (e) Storage UK SPV2 Limited, 15 The Crescent, Taunton, Somerset, TA1 4EB (“SPV2”); and
- (f) Keepsafe Self-Storage (UK) Ltd, 15 The Crescent, Taunton, Somerset, TA1 4EB (“KSS”).

Paper Apart 2  
to  
Form 466 in respect of an instrument of alteration to a floating charge granted by Alligator Storage  
Centres Limited in favour of HSBC Bank Plc dated 28 June 2012

"ASSL Debt" means the aggregate amount of all principal, interest, commission, charges, legal and other costs and other moneys and liabilities now and from time to time remaining due, owing or incurred to ASSL by the Company;

"BAML" means Merrill Lynch International Bank Limited;

"BAML Debt" means the aggregate amount of all principal, interest, commission, charges, legal and other costs and other moneys and liabilities now and from time to time remaining due, owing or incurred under the BAML Facility Agreement;

"BAML Facility Agreement" means a facility agreement originally dated 31 July 2007 between BAML, the Company and others, as amended, novated, restated or supplemented from time to time;

"BAML Security" means:-

- (a) a debenture granted by SPV1 in favour of the Security Trustee dated 19 October 2007;
- (b) a debenture granted by SPV2 in favour of the Security Trustee dated 19 October 2007;
- (c) a debenture granted by KM in favour of the Security Trustee dated 19 October 2007;
- (d) a debenture granted by the Company in favour of the Security Trustee dated 28 January 2010;
- (e) a debenture granted by Keepsafe in favour of the Security Trustee dated 28 January 2010;
- (f) a debenture granted by SPV1 in favour of the Security Trustee dated 28 January 2010;
- (g) a debenture granted by KM in favour of the Security Trustee dated 28 January 2010;
- (h) a debenture granted by KC in favour of the Security Trustee dated 28 January 2010;
- (i) a debenture granted by SPV2 in favour of the Security Trustee dated 28 January 2010;
- (j) a debenture granted by KSS in favour of the Security Trustee dated 28 January 2010;
- (k) a legal charge granted by KM in favour of the Security Trustee dated 19 October 2007;
- (l) a legal charge granted by Keepsafe in favour of the Security Trustee dated 10 January 2008; and
- (m) all such other mortgages, charges, pledges, liens and other security deposited with or granted to the Security Trustee by the Company to secure all or any indebtedness under the BAML Facility Agreement (as novated by BAML to the Lender Shareholders by novation agreement among BAML, the Lender Shareholders and the Company dated on or around the date of the Instrument of Alteration);

"Bank's Debt" means the aggregate amount of all principal, interest, commission, charges, legal and other costs and other moneys and liabilities now and from time to time remaining due, owing or incurred to the Bank by the Company as such may be secured by the Bank's Security and including any moneys and liabilities which may become due at any time after the date of the Instrument of Alteration and which are expressed to be secured by it;

"Bank's Security" means:-

- (a) the Floating Charge;
- (b) a deed of pledge granted by ASSL to the Bank in respect of the shares held in the Company dated on or around the date of the Instrument of Alteration;
- (c) a legal charge granted by Keepsafe to the Bank over the subjects at 214-224 Broomhill Road, Bristol BS4 5RG dated on or around the date of the Instrument of Alteration;
- (d) a legal charge granted by Keepsafe to the Bank over the subjects at Honeygrove House, Bond Street, Southampton SO14 5QA dated on or around the date of the Instrument of Alteration;
- (e) a legal charge granted by Keepsafe to the Bank over subjects at 20 Moorside Road, Winchester SO23 7RX dated on or around the date of the Instrument of Alteration;

- (f) a legal charge granted by Keepsafe to the Bank over the leasehold subjects at Woodhall Underground Garages, Robert Street, London NW1 dated on or around the date of the Instrument of Alteration;
- (g) a legal charge granted by Keepsafe to the Bank over the leasehold subjects at Sunbury House, Farnham Trading Estate, Farnham dated on or around the date of the Instrument of Alteration;
- (h) a legal charge granted by Keepsafe to the Bank over subjects at Unit 12, Cosgrove Way, Luton LU1 1XL dated on or around the date of the Instrument of Alteration;
- (i) a legal charge granted by Keepsafe to the Bank over the leasehold subjects at Land on the north east side of Garretts Green Lane, Sheldon, Birmingham dated on or around the date of the Instrument of Alteration;
- (j) a legal charge granted by Keepsafe to the Bank over subjects at Land and buildings at Bath Street TEC, Nottingham dated on or around the date of the Instrument of Alteration;
- (k) a legal charge granted by Keepsafe to the Bank over the leasehold subjects at Unit 9, Freshfield Industrial Estate, Kemp Town, Brighton dated on or around the date of the Instrument of Alteration;
- (l) a debenture granted by SPV1 in favour of the Bank dated on or around the date of the Instrument of Alteration;
- (m) a debenture granted by Keepsafe in favour of the Bank dated on or around the date of the Instrument of Alteration;
- (n) a debenture granted by KM in favour of the Bank dated on or around the date of the Instrument of Alteration;
- (o) a debenture granted by KC in favour of the Bank dated on or around the date of the Instrument of Alteration;
- (p) a debenture granted by SPV2 in favour of the Bank dated on or around the date of the Instrument of Alteration;
- (q) a debenture granted by KSS in favour of the Bank dated on or around the date of the Instrument of Alteration; and
- (r) all such other mortgages, charges, pledges, liens and other security now or at any time deposited with or granted to the Bank by the Company to secure all or any indebtedness and liabilities now or at any time becoming due, owing or incurred to the Bank by the Company;

"Debts" means collectively (and when the context requires, individually) the Bank's Debt and Subordinated Debt;

"Enforcement Date" means the first of the following to occur, namely:

- (i) the date on which the Bank shall give notice to the Security Trustee that it has made demand for any monies then owing to it and secured by the Bank's Security or any part of it;
- (ii) the date on which the Bank shall take any steps for the enforcement of the Bank's Security or any part of it provided that the Bank shall promptly give notice of such enforcement to the Security Trustee; or
- (iii) the date on which procedures for the winding up, administration, company voluntary arrangements or receivership commences in respect of the Company other than for the purposes of a solvent amalgamation or reconstruction;

"Securities" means collectively all (and where the context requires any of) the BAML Security and the Bank's Security; and

"Subordinated Debt" means the BAML Debt and the ASSL Debt.



**FILE COPY**

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

COMPANY NO. 371272

CHARGE NO. 2

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 29 JUNE 2012

WERE DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006  
ON 6 JULY 2012

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 28  
JUNE 2012

BY ALLIGATOR STORAGE CENTRES LIMITED

IN FAVOUR OF  
HSBC BANK PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 6 JULY 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES