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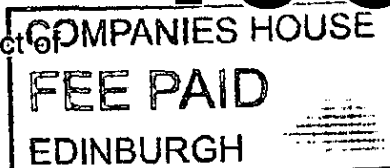
CHWP000

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.



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

3

SC278582

Name of company

* Craigielands Leisure Limited (the "Company")

Date of creation of the charge (note 1)

21 September 2006

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

Clydesdale Bank plc (Company Number SC001111) of 30 St Vincent Place, Glasgow G1 2HL (the "Bank")

Short particulars of all the property charged

Undertaking and all property and assets present and future of the Company including uncalled capital

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

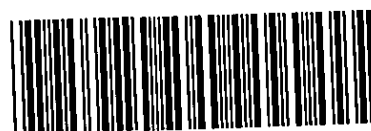
Chris Duffy
Harper Macleod LLP
The Ca'd'oro
45 Gordon Street
Glasgow G1 3PE

For official use (02/06)

Charges Section

Post room

TUESDAY



SCT 08/02/2011 101
COMPANIES HOUSE

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in black type, or
bold block lettering

* insert full name
of company

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

1. The Company;
2. the Bank; and
3. Duncan Campbell McCready of Nunland House, Lochfoot near Dumfries DG2 8PZ and Michael McNicholl of 1 Rogully Road, Loup, Magherafelt, County Londonderry BT45 7TR as individuals and partners of the firm of D & M Leisure Parks, having a place of business at Ballantrae Holiday Park, Ballantrae, near Girvan, South Ayrshire KA26 0LL (the "Partnership").

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

Date(s) of execution of the instrument of alteration

18th, 20th and 21st January 2011

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

The Company undertakes to each of the Bank and the Partnership that it shall not grant any other security, charge or encumbrance over all or any its assets without the prior written consent of the Bank and the Partnership.

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

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bold block lettering

Notwithstanding (i) the terms of the Securities; (ii) the respective dates of creation, recording or registration thereof; and (iii) the date or dates on which the Bank or the Partnership made or makes advances to the Company, rank inter se in the following order and to the following extents:

(a) the Priority Standard Security and the Postponed Standard Security shall rank in respect of the Property and on the rents and on the proceeds thereof in the event of the sale of the whole or any part thereof prior and preferably to the Floating Charge;

(b) the Priority Standard Security and the Postponed Standard Security shall rank inter se in respect of the Property and on the rents and on the proceeds thereof in the event of a sale of the whole or any part thereof as follows:

(1) firstly, the Priority Standard Security to the extent of the Priority Creditor Priority Amount;

(2) secondly, the Postponed Standard Security to the extent of the Postponed Creditor Priority Amount; and

(3) thirdly, the Priority Standard Security to the extent of any remaining sum secured thereby.

"Contract" means means the contract between the Partnership and the Company for the purchase by the Company from the Partnership of the Property constituted by the Missives and a deed of novation among the Company, Samedi and the Partnership dated on or around the date of the instrument of alteration pursuant to which the rights and obligations of Samedi under the Missives have been novated to the Company.

"Missives" means the missives constituted by an offer to purchase the Property by Frazer Coogans on behalf of Samedi dated on or around the date of the instrument of alteration and a letter of acceptance by The McKinstry Company, Solicitors on behalf of the Partnership dated on or around the date of the instrument of alteration.

"Postponed Creditor Priority Amount" means the Postponed Debt up to a maximum amount of: (i) by way of principal £300,000 (reducing by an amount equal to any amount paid to the Partnership under clause 3.1.2 to 3.1.4 (inclusive) of the original terms of the Missives (as novated by the Contract), on the date such amount is paid to the Partnership); (ii) 12 months' interest in relation to said principal sum; and (iii) all other outlays, costs, charges and expenses arising or properly incurred in connection therewith.

"Postponed Debt" means all present and future obligations and liabilities of the Company to the Partnership whether actual, contingent, sole, joint and/or several or otherwise including, without prejudice to the foregoing generality, all obligations to indemnify the Partnership.

"Postponed Securities" means the Postponed Standard Security.

"Postponed Standard Security" means the standard security over the Property, granted or about to be granted by the Company in favour of the Partnership dated on or around the date of the Company's execution of the instrument of change.

"Priority Creditor Priority Amount" means the Priority Debt up to a maximum amount of: (i) by way of principal £1,400,000; (ii) 12 months' interest in relation to said principal sum; and (iii) all other outlays, costs, charges and expenses arising or properly incurred in connection therewith.

"Priority Debt" means all present and future obligations and liabilities of the Company to the Bank whether actual, contingent, sole, joint and/or several or otherwise including, without prejudice to the foregoing generality, all obligations to indemnify the Bank.

"Priority Floating Charge" means the floating charge granted by the Company in favour of the Priority Creditor dated 21 September 2006;

"Priority Securities" means the Priority Floating Charge and the Priority Standard Security;

"Priority Standard Security" means the standard security over the Property, granted by the Company in favour of the Bank dated on or around the date of the Company's execution of the instrument of alteration.

"Property" means the subjects formerly known as Laggan House Leisure Park (and now known as Ballantrae Holiday Park), Ballantrae, Girvan KA26 0LL and registered in the Land Register of Scotland under Title Number AYR27729.

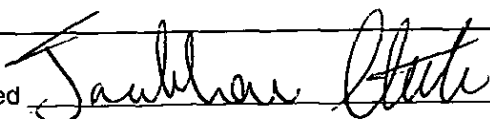
"Samedi" means Samedi Property Services Limited, a company incorporated under the Companies Acts with registered number 06600082 and having its registered office at Clifford House, 7-9 Clifford Street, York, North Yorkshire, YO1 1RA.

"Securities" means the Priority Securities and the Postponed Securities.

Please complete
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in black type, or
bold block lettering

A fee is payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed



Date 7 February 2011

On behalf of [company] [chargee]

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

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appropriate



FILE COPY

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

COMPANY NO. 278582

CHARGE NO. 3

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 21 JANUARY 2011

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 8 FEBRUARY 2011

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 21
SEPTEMBER 2006

BY CRAIGIELANDS LEISURE LIMITED

IN FAVOUR OF
CLYDESDALE BANK PUBLIC LIMITED COMPANY

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 8 FEBRUARY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES