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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.

Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

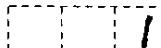
Please complete legibly, preferably in black type, or bold block lettering

** insert full name of company*

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

For official use

Company number



SC355750

Name of company

* A.M. Transport (Campbeltown) Limited

Date of creation of the charge (note 1)

7th January 2011

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

Bond & Floating Charge

Names of the persons entitled to the charge

The Royal Bank of Scotland plc. Company Number SC90312

Short particulars of all the property charged

All assets owned by or sums due to the Company

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

C & D Mactaggart,
Solicitors,
Castlehill,
Campbeltown,
PA28 6AR

For official use (02/06)

Charges Section

Post room

SATURDAY



S33Q5FP4

SCT

15/03/2014

#376

COMPANIES HOUSE

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

A.M. Transport (Campbeltown) Ltd., 11 Roding, Campbeltown, PA28 6LU
The Royal Bank of Scotland plc., Corporate Documentation & Operations, Drummond House, 1
Redheughs Avenue, Edinburgh, EH12 9JN
Aldermore Bank plc., 5th Floor, 100 West Regent Street, Glasgow, G2 2QD

*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

26th February 2014
27th February 2014
5th March 2014

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

Aldermore Bank plc. is to have priority in respect of the book debts for the Company.

Short particulars of any property released from the floating charge

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

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*

The Floating Charge in favour of The Royal Bank of Scotland plc. shall be varied so that it will rank for the book debts of the Company after the Floating Charge by the Company dated 22nd July 2013 in favour of Aldermore Bank plc.

*Please do not
write in
this margin*

**Please complete
legibly, preferably
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)**

C. M. M. / A

Date _____

13/03/2014

On behalf of [company] [chargee]□

Agt.

delete as appropriate

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



FILE COPY

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

COMPANY NO. 355750

CHARGE NO. 1

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 5 MARCH 2014 WERE DELIVERED
PURSUANT TO SECTION 878 OF THE COMPANIES ACT 2006
ON 15 MARCH 2014**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 7
JANUARY 2011**

BY A M TRANSPORT (CAMPBELTOWN) LTD.

**IN FAVOUR OF
THE ROYAL BANK OF SCOTLAND PLC**

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 19 MARCH 2014



Companies House



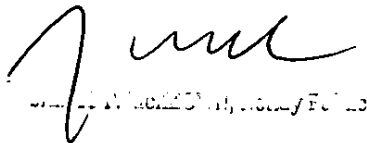
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

This is an important document. You should take independent legal advice before signing

THIS IS A RANKING AGREEMENT AMONGST

Campbeltown
13/03/2014

WITNESSED A TRUE COPY


WITNESSED BY, ROSEMARY FULTON

**THE ROYAL BANK OF SCOTLAND PLC.
COMPANY NUMBER SC90312**

.....("THE BANK")

AND

**ALDERMORE BANK PLC. COMPANY NUMBER
947662**

.....("THE LENDER")

AND

**A.M. TRANSPORT (CAMPBELTOWN) LIMITED
COMPANY NUMBER SC355750**

.....("THE CUSTOMER")

Definitions:

Aldermore Agreement:

The agreement for the purchase of the Debts between the Lender and the Customer dated 14th June 2013 and any extension of, amendment to or replacement of such agreement.

Aldermore Obligations:

All or any monies, liabilities and obligations, whether actual or contingent, and whether owed jointly or severally or as principal debtor, guarantor cautioner, surety or otherwise, which are now or may at time hereinafter (whether before or at any time after demand) be or become due in any manner by the Customer to the Lender including interest, discount, commission and all lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping an account of the Company and so that interest shall be computed and compounded according to the usual rate and practice of the Lender before as well as after any demand made or decree or judgement obtained under Aldermore's Security, and all or any monies, liabilities and obligations due by the Customer under Aldermore's Security.

Aldermore's Security

The Lender's Floating Charge.

Bank:

The Royal Bank of Scotland plc, Company Number SC90312

Bank's Floating Charge:

The Bond and Floating Charge granted by the Customer in favour of the Bank dated 7th January 2011 and registered in the Register of Companies in Edinburgh on 13th January 2011.

Bank's Priority:

All sums due and to become due to the Bank in any way including all interest, charges and expenses.

Creditors:

The Bank and the Lender

Customer:

A.M. Transport (Campbeltown) Limited, registered under the Companies Act Company Number SC355750 and having a place of business at 11 Roding, Campbeltown, PA28 6LU.

Lender:	Aldermore Bank plc. Company Number 947662 having a place of business at 5 th Floor, 100 West Regent Street, Glasgow, G2 2QD.
Lender's Floating Charge	The Bond and Floating Charge granted by the Customer in favour of the Lender dated 22 nd July 2013 and registered in the Register of Companies in Edinburgh on 23 rd July 2013 to an unlimited extent in respect of the book debts of the Customer.
Lender's Priority:	All sums due and to become due to the Lender in respect of the book debt of the Customer.
Parties	The Creditors and the Customer
Securities:	The Bank's Floating Charge and the Lender's Floating Charge

1 Interpretation

- 1.1 The expressions "Bank" and "Lender" include their respective successors and assignees.
- 1.2 A reference to a provision of law is to that provision as amended or re-enacted.

2 Consent

The Creditors consent to the creation by the Customer of the Securities.

3 Ranking

The Parties agree that the Securities shall rank in the following order of priority:-

- 3.1 (FIRST) the Lender's Floating Charge to the extent of the Aldermore Obligations in respect of the book debts of the Customer.
- 3.2 (SECOND) the Bank's Floating Charge to an unlimited extent.

4. Alteration of Securities

The Ranking Agreement shall be construed and shall receive effect as an Instrument of Alteration within the meaning of section 466 of the Companies Act 1985.

5. Exclusion of legal rules

Notwithstanding the date or dates when sums may be advanced or the Securities were created or any fluctuations from time to time in the sums secured by the Securities or any rule of law which might operate to the contrary effect, the provisions of Clause 3 shall be valid and effective.

6. Assignment

The Bank and the Lender shall be entitled to assign or otherwise transfer or dispose of the benefit of their respective interests in the Securities without the consent of the other Creditor provided that the assignee or transferee undertakes in writing to the Bank or to the Lender, as the case may be, to be

bound by the terms of the Ranking Agreement and to enter into all necessary documentation to give effect to that undertaking.

7. Disclosure of information

During the joint continuance of the Securities each of the Creditors may disclose to the other information concerning the Customer and its affairs in a manner and to such extent as the Creditors shall agree and the Customer consents to such disclosure.

8. Compensation

Each of the Creditors undertakes to the other that in the event of the proceeds of the sale of any assets of the Customer being distributed, whether by an insolvency practitioner or by the Customer, otherwise than in accordance with Clause 3 and the other is prejudiced as a result, it will compensate the other in order to give effect to Clause 3.

9. Preferential payments

In the event of the appointment of a receiver, administrator or liquidator of the Customer, if either the Bank or the Lender receives any preferential payment arising from the rules of Insolvency that preferential payment shall not be treated as reducing the Bank's Priority nor the Lender's Priority, as the case may be.

10. Duty to Consult

10.1 Unless independent action is considered necessary by either of the Creditors to protect their security interests, the Bank and the Lender will:

10.1.1 give notice to the other of their intention to enforce their Securities before any enforcement takes place.

10.1.2 consult with each other over the appointment of a suitable receiver or administrator.

11 Severability

If any provision of the Ranking Agreement is or becomes invalid, illegal or unenforceable the validity, legality or enforceability of the remaining terms of the Ranking Agreement shall not be affected.

12 Other Security

The Bank enforcing, releasing or transferring any guarantees or other securities which it may hold on account of the Customer's obligations will not affect the Ranking Agreement.

13 Governing law

The Ranking Agreement shall be governed by and construed in accordance with the law of Scotland.

14 Testing clause

The Ranking Agreement is executed as follows:

These presents typewritten on this and preceding three pages are subscribed for and on behalf of the parties as follows:-

Place CAMPBELLTOWN
[Signature] Witness
JAMES PATRICK McILROY Full name
CASTLEBELL Address
CAMPBELLTOWN PATRICK

Date 27/2/2014
[Signature] Customer

Place EDINBURGH
[Signature] Witness
YVONNE MEECHAN Full name
3A ABERCROMBY CRESCENT Address
EDINBURGH EH8 7HZ

Date 5 MARCH 2014
[Signature] Bank

Place GLASGOW
[Signature] Witness
FIONA BEATON Full name
c/o 5th FLOOR Address
100 WEST REGENT ST.
GLASGOW G2 2QD

Date 26/2/14
[Signature] Lender