

# M

CHWP000

COMPANIES FORM No. 466(Scot)

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

# 466

**COMPANIES HOUSE**  
**FEE PAID**  
**EDINBURGH**

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

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write in  
this margin*

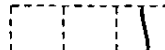
Pursuant to section 410 and 466 of the Companies Act 1985

*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



SC355802

Name of company

\* Croyburnfoot Leisure Park Ltd

*\* insert full name  
of company*

Date of creation of the charge (note 1)

dated 23 April 2009 and registered 29 April 2009

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

Bond and Floating Charge

Names of the persons entitled to the charge

Bank of Scotland plc

Short particulars of all the property charged

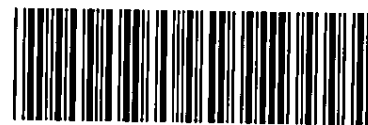
The whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking

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

Bank of Scotland  
COT Team 1  
DX GW80  
Glasgow  
ref: BANK01071660

For official use (02/06)  
Charges Section

WEDNESDAY



\*SRMU0XC8\*

SCT

07/09/2011

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COMPANIES HOUSE

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

Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ ("BoS");  
Mr John Fergusson and Mrs Linda Fergusson, both residing together at Croyburnfoot Leisure Park, Croy Shore, by Maybole (the "Postponed Creditor"); and  
Croyburnfoot Leisure Park Ltd (Company Number SC355802) having its registered office at Wig Bay Holiday Park, Lochryan, Wigbay, Kirkcolm, Stranraer, Wigtownshire DG9 0PS (the "Company")

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this margin*

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

Date(s) of execution of the instrument of alteration

25 and 31 August 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 shall not grant any fixed or floating charges over all or any of its Assets including its heritable, real or leasehold property without the written consent of BoS or the Postponed Creditor

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

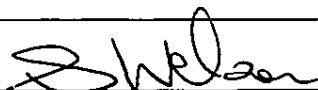
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legibly, preferably  
in black type, or  
bold block lettering*

see attached paper apart

see attached paper apart

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

Signed  Date 2/9/11  
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. ☐ delete as appropriate
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

**This is the paper apart in the foregoing form 466 in relation to the alteration of the Bond and Floating Charge dated 23 April 2009 and registered 29 April 2009 by Croyburnfoot Leisure Park Ltd in favour of Bank of Scotland plc**

**1. Ranking of Securities**

- 1.1 BoS, the Postponed Creditor and the Company agree that the sums secured or to be secured by the BoS Securities and the Postponed Securities shall rank in the following order of priority:
- 1.1.1 the BoS Fixed Securities to the extent of the BoS Priority Debt; then
  - 1.1.2 the Postponed Fixed Securities to the extent of the Postponed Debt; then
  - 1.1.3 the BoS Fixed Securities to the extent of the balance (if any) of the BoS Debt; then
  - 1.1.4 the BoS Floating Charge to the extent of all remaining sums due to BoS

**Definitions**

In the interpretation of this Agreement:-

- 14.1 "Assets" means the whole of the property, (including uncalled capital) which is or may be from time to time comprised in the property and undertaking;
- 14.2 "BoS Debt" means all or any monies and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained;
- 14.3 "BoS Fixed Securities" means the two standard securities over the Property granted by the Company in favour of BoS both dated 30 May 2009 and both registered in the Land Register of Scotland on 7 January 2010 in security for the BoS Debt;
- 14.4 "BoS Floating Charge" means the bond and floating charge granted by the Company in favour of BoS over the Assets dated 23 April 2009 and registered with the Registrar of Companies on 29 April 2009 in security for the BoS Debt;
- 14.5 "BoS Priority Debt" means the BoS Debt not exceeding £800,000 (Eight hundred thousand Pounds Sterling) in aggregate principal amount (or such greater amount, if any, as shall be agreed in writing between BoS and the Postponed Creditor) together with 12 months interest on that amount and all commission, charges, fees, costs and expenses arising or incurred in connection with it;
- 14.6 "BoS Securities" means the BoS Fixed Securities and the BoS Floating Charge;
- 14.7 "Postponed Debt" means all sums due and to become due to the Postponed Creditor by the Company whether as principal debtor, co-obligant, guarantor, surety or otherwise (including all present, future or contingent obligations owed to the Postponed Creditor, whether such obligations exist now or arise in the future) together with interest and charges, interest on them and all commission, charges, fees, costs and expenses arising or incurred in connection with those sums;
- 14.8 "Postponed Fixed Securities" means the two standard securities over the Property granted by the Company in favour of the Postponed Creditor and both registered in the Land Register of Scotland on 7 January 2010 in security for the Postponed Debt;
- 14.9 "Postponed Securities" means the Postponed Fixed Securities;

*Shilon*  
BoS 2/9/11

14.10 "Preferential Payments" means payments to which a preference attaches in terms of Sections 175 and 386 of the Insolvency Act 1986;

14.11 "Property" means; Croyburnfoot Caravan Park, Croy Shore, Maybole KA19 9JS being the subjects registered in the Land Register of Scotland under Title Number AYR87034 and Title Number AYR87600

14.12 "Securities" means the BoS Securities and the Postponed Securities;

*Shelan*  
2/9/11 BoS



**FILE COPY**

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

COMPANY NO. 355802

CHARGE NO. 1

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 31 AUGUST 2011

WERE DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006  
ON 7 SEPTEMBER 2011

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 23  
APRIL 2009

BY CROYBURNFOOT LEISURE PARK LTD.

IN FAVOUR OF  
BANK OF SCOTLAND PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 8 SEPTEMBER 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES