

# 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

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

44

SC090866

Name of company

\* Dawn Homes Limited

*\* insert full name  
of company*

Date of creation of the charge (note 1)

13 February 2014

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

Bond and Floating Charge (Ref SC09 0866 0044)

Names of the persons entitled to the charge

Bank of Scotland plc

Short particulars of all the property charged

The whole assets of Dawn Homes Limited

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

Ref: MC CAM 13861.1  
Morag Campbell  
McClure Naismith LLP  
292 St Vincent Street  
Glasgow, G2 5TQ

For official use (02/06)

Charges Section

THURSDAY



SCT

\*S37YQXZE\*  
15/05/2014  
COMPANIES HOUSE

#66

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

DAWN HOMES LIMITED (Registered Number SC090866) of 220 West George Street, Glasgow G2 2PG ("the Borrower")  
BANK OF SCOTLAND plc (Registered Number SC327000) of The Mound, Edinburgh EH1 1YZ ("the Bank")  
PRESTWICK AIRPORT INFRASTRUCTURE LIMITED (Company Number SC340772) of Aviation House, Glasgow Prestwick Intl Airport, Ayrshire, KA9 2PL("PAIL")

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bold block lettering*

Date(s) of execution of the instrument of alteration

24 April 2014  
2 May 2014  
6 May 2014  
7 May 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

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

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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bold block lettering*

**RANKING: -**

Notwithstanding the terms of the Bank Floating Charges, and the PAIL Standard Security or the respective dates of their granting or registration or intimation or any rule of law which might operate to the contrary effect, the sums of principal, interest, expenses and other sums secured or to be secured by the Bank Floating Charges and the PAIL Standard Security respectively shall rank and be preferred in the following order of priority:

1. The PAIL Standard Security shall rank first in priority to the extent of TWO HUNDRED AND FORTY FIVE THOUSAND POUNDS (£245,000) STERLING plus interest, redemption penalties, fines, charges, costs and expenses due and to become due by the Borrower to PAIL;
2. The Bank Floating Charges shall rank second in priority to an unlimited extent.

**DEFINITIONS: -**

"The Bank Floating Charges" means (a) a Bond and Floating Charge (wherein the Bank is named The Governor and Company of the Bank of Scotland) over the whole assets and undertaking of the Borrower dated 16 October 2002 and registered with the Registrar of Companies on 22 October 2002 as amended by (i) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 28 July 2006 (ii) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 22 November 2006 (iii) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 15 December 2011 (iv) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 5 December 2012 (v) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 21 February 2014 and (vi) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 19 March 2014; and (b) Bond and Floating Charge over the whole assets and undertaking of the Borrower dated 13 February 2014 and registered with the Registrar of Companies on 18 February 2014 as amended by (i) Alteration to a Floating Charge registered 18 February 2014 registered with the Registrar of Companies on 21 February 2014 and (ii) Alteration to a Floating Charge registered 18 February 2014 registered with the Registrar of Companies on 19 March 2014.

"The PAIL Standard Security" means the Standard Security to PAIL which the Borrower has granted over an area of ground shown outlined in red on the plan annexed to the said Standard Security, being the former manse at 8 Main Street, Monkton and associated ground; which subjects form part and portion of the subjects registered in the Land Register of Scotland under Title Number AYR86019; Together with the whole buildings and erections on the said area of ground; the heritable fixtures and fittings therein and thereon; the whole rights, common, mutual and sole, rights of access and others pertaining thereto; the whole parts, privileges and pertinents thereof; and the whole right, title and interest of the Borrower therein and thereto executed, said Standard Security of even date with the date of the Borrower's execution of this Agreement and registered or about to be registered with the Registrar of Companies.

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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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 MORF Capital Co LLC on behalf of LP Date 14/15/2014  
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

☐ delete as  
appropriate



**FILE COPY**

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

COMPANY NO. 90866

CHARGE CODE SC09 0866 0044

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 7 MAY 2014 WERE DELIVERED  
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985  
ON 15 MAY 2014

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 13  
FEBRUARY 2014

BY DAWN HOMES LIMITED

IN FAVOUR OF  
BANK OF SCOTLAND PLC

GIVEN AT COMPANIES HOUSE, EDINBURGH 20 MAY 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# HBJ Gateley

## RANKING AGREEMENT

**Date:** 13/05/2014

**Certified a True Copy**

*G. Hurdock*  
-----  
McClure Naismith LLP, Solicitors, Glasgow

between and among

**DAWN HOMES LIMITED**

and

**BANK OF SCOTLAND PLC**

and

**PRESTWICK AIRPORT INFRASTRUCTURE LIMITED**

Gateley (Scotland) LLP  
Exchange Tower  
19 Canning Street  
Edinburgh EH3 8EH  
United Kingdom  
DX ED27  
FAS: 5830  
Ref:  
[www.hbjgateley.com](http://www.hbjgateley.com)

## **RANKING AGREEMENT**

between and among

**DAWN HOMES LIMITED**, incorporated under the Companies Acts (Registered Number SC090866) and having their Registered Office at 220 West George Street, Glasgow G2 2PG (hereinafter referred to as "**the Borrower**") OF THE FIRST PART

and

**BANK OF SCOTLAND plc**, incorporated under the Companies Acts (Registered Number SC327000) and having their Registered Office at The Mound, Edinburgh EH1 1YZ (hereinafter referred to as "**the Bank**") OF THE SECOND PART

and

**PRESTWICK AIRPORT INFRASTRUCTURE LIMITED** a company incorporated under the Companies Acts (Company Number SC340772) and having their Registered Office at Aviation House, Glasgow Prestwick Intl Airport, Ayrshire KA9 2PL (hereinafter referred to as "**PAIL**") OF THE THIRD PART

WHEREAS THE Borrower has granted in favour of the Bank (a) a Bond and Floating Charge (wherein the Bank is named The Governor and Company of the Bank of Scotland) over the whole assets and undertaking of the Borrower dated 16 October 2002 and registered with the Registrar of Companies on 22 October 2002 as amended by (i) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 28 July 2006 (ii) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 22 November 2006 (iii) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 15 December 2011 (iv) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 5 December 2012 (v) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 21 February 2014 and (vi) Alteration to a Floating Charge registered 22 October 2002 registered with the Registrar of Companies on 19 March 2014; and (b) Bond and Floating Charge over the whole assets and undertaking of the Borrower dated 13 February 2014 and registered with the Registrar of Companies on 18 February 2014 as amended by (i) Alteration to a Floating Charge registered 18 February 2014 registered with the Registrar of Companies on 21 February 2014 and (ii) Alteration to a Floating Charge registered 18 February 2014 registered with the Registrar of Companies on 19 March 2014 (hereinafter called "**the Bank Floating Charges**") AND WHEREAS the Borrower has granted or is about to grant a Standard Security to PAIL over an area of ground shown outlined in red on the plan annexed to the said Standard Security, being the former manse at 8 Main Street, Monkton and associated ground; which subjects form part and portion of the subjects registered in the Land Register of Scotland under Title Number AYR86019; Together with the whole buildings and erections on the said area of ground; the heritable fixtures and fittings therein and thereon; the whole rights, common, mutual and sole, rights of access and others pertaining thereto; the whole parts, privileges and pertinents thereof; and the whole right, title and interest of the Borrower therein and thereto executed, said Standard Security of even date with the date of the Borrower's execution of this Agreement and registered or about to be registered with the Registrar of Companies (hereinafter called the "**PAIL Standard Security**"); AND WHEREAS the parties wish to regulate the ranking and preference of the said securities *inter se*, the parties have agreed and Do Hereby Agree as follows:

1. Notwithstanding the terms of the Bank Floating Charges, and the PAIL Standard Security or the respective dates of their granting or registration or intimation or any

rule of law which might operate to the contrary effect, the sums of principal, interest, expenses and other sums secured or to be secured by the Bank Floating Charges and the PAIL Standard Security respectively shall rank and be preferred in the following order of priority:

- 1.1 The PAIL Standard Security shall rank first in priority to the extent of **TWO HUNDRED AND FORTY FIVE THOUSAND POUNDS (£245,000) STERLING** plus interest, redemption penalties, fines, charges, costs and expenses due and to become due by the Borrower to PAIL;
- 1.2 The Bank Floating Charges shall rank second in priority to an unlimited extent.
2. The ranking provisions in this Agreement shall not prejudice the right of the Bank to receive preferential payments, provided that any preferential payments payable shall not be counted towards repayment of the Bank's debt for the purposes of calculating the extent of any priority to which the Bank is entitled under clause 1 hereof.
3. Notwithstanding the provisions of Sections 464 and 466 of the Companies Act 1985 or any rule of law which might operate to the contrary effect, the foregoing provisions as to ranking shall be valid and effective irrespective of the date or dates on which sums are or become due by the Borrower to PAIL, the Bank having no concern with the composition of or fluctuations in the sum or sums due by the Borrower to PAIL or have been or shall be advanced by the Bank to the Borrower or have been or shall be drawn out by or debited to the Borrower, PAIL having no concern with the composition of or fluctuations in the sum or sums due by the Borrower to the Bank.
4. In the event that these presents are regarded by an administrator, administrative receiver, receiver, liquidator, trustee or judicial factor as failing to be binding on the Bank or PAIL or are held by a Court of competent jurisdiction not to be so binding the Bank and PAIL agree between and among themselves that in the distribution of the proceeds of sale of the assets of the Borrower or of any part thereof or of the rents thereof, the Bank shall compensate PAIL or PAIL shall compensate the Bank to give effect as nearly as possible to the ranking arrangements herein set forth but only to the extent of any sums received by the Bank or PAIL by way of such distribution arising on the disposal of the assets of the Borrower or of any part thereof and/or the rents thereof.
5. This Agreement shall take effect as an instrument of alteration in accordance with the provisions of Section 466 of the Companies Act 1985 and the Bank Floating Charges shall be deemed to be and are hereby varied and altered so as to be consistent with the terms of these presents.
6. The Bank and PAIL shall each be entitled at any time in their discretion and without consulting with the other to transact and deal with any other security or guarantee of any kind and held or that may be held by either of them for any obligations of the Borrower and may sell, dispose of or realise such other securities in any order which they may determine and this Agreement shall remain in full force and effect notwithstanding such transactions or dealings to the same extent and effect as if no such other securities had ever existed.
7. This Agreement shall be construed and receive effect in accordance with the law of Scotland and in so far as not already subject thereto, the parties submit to non exclusive jurisdiction of the Scottish Courts.



8. The parties hereto consent to registration hereof for preservation.

This document is executed as follows:

On behalf of Bank of Scotland plc:

SHAMILTON  
signature of witness  
SHENA CHRISTINE HAMILTON  
full name of above (print)  
WOODS BANKING GROUP  
1ST FLOOR LOCKEN SQUARE  
92 FOUNTAINBRIDGE  
EDINBURGH EH3 9QA  
address of witness

[Signature]  
signature of Authorised Signatory/Attorney  
LYNN KENNIE  
Full name of above (print)  
26 APRIL 2014  
date of signing  
GLASGOW  
place of signing

On behalf of Dawn Homes Limited:

[Signature]  
signature of witness  
[Signature]  
full name of above (print)  
[Signature]  
107 WEST REGENT ST  
Glasgow  
address of witness

[Signature]  
signature of Director  
MARTIN K. Egan  
full name of above (print)  
21/5/2014  
date of signing  
GLASGOW  
place of signing

Melanie Carmichael  
Witness  
MELANIE CLAIRE CARMICHAEL  
CORNERSTONE, 107 WEST  
REGENT STREET, GLASGOW

[Signature]  
Director  
MARTIN K. EGAN  
7/5/2014  
GLASGOW

On behalf of Prestwick Airport Infrastructure Limited:

CMurdoch  
signature of witness

CHARMAINE ANNE MURDOCH  
full name of above (print)

292 ST VINCENT STREET  
GLASGOW

G2 5TQ  
address of witness

  
signature of Director

ANDREW CRAEME SWEENEY  
full name of above (print)

6th MAY 2014  
date of signing

GLASGOW PRESTWICK AIRPORT  
place of signing