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COMPANIES FORM No. 466(Scot)

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

466

Please do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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

SC137690

Name of company

* WESTPOINT HOMES LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

1 May 2024

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

FLOATING CHARGE

Names of the persons entitled to the charge

CLOSE BROTHERS LIMITED

Short particulars of all the property charged

ALL and WHOLE the property at Strathblane Road, Milngavie shown edged red on the plan annexed
and executed as relative to a Disposition by Andrew George Coia and John Archer in favour of the
Customer dated 8 February 2024 and currently undergoing registration in the Land Register of Scotland
under Title Number DMB99438

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

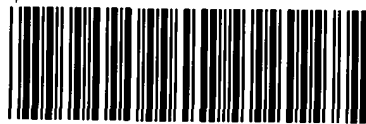
DWF LLP
103 WATERLOO STREET
G2 7BW

For official use (02/06)

Charges Section

Post room

TUESDAY



AD2LZBIO

A8

07/05/2024

#267

COMPANIES HOUSE

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

CLOSE BROTHERS LIMITED - 10 CROWN PLACE, LONDON, EC2A 4FT
WESTPOINT HOMES LIMITED - 3 ARTHUR STREET, CLARKSTON, GLASGOW, G76 8BQ
EAST DUNBARTONSHIRE COUNCIL - 12 STRATHKELVIN PLACE, KIRKINTILLOCH, G66 1TJ

*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

CLOSE BROTHERS LIMITED - 24 April 2024
WESTPOINT HOMES LIMITED - 19 April 2024
EAST DUNBARTONSHIRE COUNCIL - 16 April 2024

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

SEE ATTACHED INSTRUMENT OF ALTERATION

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

*Please do not
write in
this margin*

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

SEE ATTACHED INSTRUMENT OF ALTERATION

N/A

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

Signed K. C. C. M. Date 2/5/24
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. ☐ delete as appropriate
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. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

Glasgow

Date:

2/5/24

Certified a true copy

A Farnell

Solicitor, Glasgow



RANKING AGREEMENT

between

CLOSE BROTHERS LIMITED

and

WESTPOINT HOMES LIMITED

and

EAST DUNBARTONSHIRE COUNCIL

DWF LLP

103 Waterloo Street

Glasgow G2 7BW

Ranking Agreement

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.

1. Definitions and interpretation

"Bank" means **CLOSE BROTHERS LIMITED** incorporated under the Companies Acts with registered number 00195626 and having its registered office at 10 Crown Place, London, EC2A 4FT;

"Bank's Floating Charge" means the Bond and Floating Charge granted by the Customer in favour of the Bank dated 15 August 2017 and registered in the Register of Companies on 24 August 2017;

"Bank's Priority" means all sums due and to become due to the Bank in any way including all interest, charges and expenses up to a maximum sum of TWO MILLION SEVEN HUNDRED AND FIFTY THOUSAND POUNDS (£2,750,000) STERLING;

"Bank's Standard Security" means the standard security granted by the Customer in favour of the Bank over the Property dated on or around the date of the Customer's execution of the Ranking Agreement and to be registered in the Land Register of Scotland;

"Bank's Securities" means the Bank's Standard Security and the Bank's Floating Charge;

"CFRSA" means the Conveyancing and Feudal Reform (Scotland) Act 1970;

"Creditors" means the Bank and the Lender;

"Customer" means Westpoint Homes Limited, incorporated under the Companies Acts with Registered Number SC137690 and having their Registered Office at 3 Arthur Street, Clarkston, Glasgow G76 8BQ;

"Lender" means East Dunbartonshire Council, incorporated under the Local Government etc. (Scotland) Act 1994 and having their principal office at East Dunbartonshire Council Headquarters, Southbank Marina, 12 Strathkelvin Place, Kirkintilloch, G66 1TJ;

"Lender's Standard Security" means the standard security granted by the Customer in favour of the Lender over the Property dated 9 February 2024 and currently undergoing registration in the Land Register of Scotland under application number 24DMB01626 and title number DMB99438;

"Parties" means the Creditors and the Customer;

"Property" means ALL and WHOLE the property at Strathblane Road, Milngavie shown edged red on the plan annexed and executed as relative to a Disposition by Andrew George Coia and John Archer in favour of the Customer dated 8 February 2024 and currently undergoing registration in the Land Register of Scotland under Title Number DMB99438; and

"Securities" means the Bank's Standard Security, the Bank's Floating Charge and the Lender's Standard Security.

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 the Bank's Securities to the extent of the Bank's Priority; and

3.2 the Lender's Standard Security to the extent of all sums secured thereby.

4. **Alteration of Securities**

The Ranking Agreement shall be construed and shall receive effect as:

4.1 a variation within the meaning of section 16 of CFRSA; and

4.2 an Instrument of Alteration within the meaning of section 466 of the Companies Act 1985.

5. **Exclusion of legal rules**

Notwithstanding:

5.1 the provisions of section 13 of CFRSA; or

5.2 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

5.3 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, liquidator or other insolvency practitioner 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 or any sums due or to become due to the Lender in any way including all interest, charges and expenses, as appropriate.

10. Duty to consult

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

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

10.1.2 consult with each other over the appointment of a suitable receiver, administrator, liquidator or other insolvency practitioner of the Customer.

10.2 If independent action is considered necessary without notice or consultation, then written notice must be given immediately to the other party.

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. Counterparts and execution

13.1 The Ranking Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.

13.2 Where executed in counterparts:

13.2.1 the Ranking Agreement will not take effect until each of the counterparts has been delivered;

13.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and

13.2.3 the date of delivery may be inserted on page 7 in the blank provided for the date of delivery of the Ranking Agreement.

14. **Governing law**

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

15. **Testing clause**

The Ranking Agreement is executed as follows:

FOR THE CUSTOMER



signature of

~~director/secretary/authorised signatory/witness~~

BRIAN MACFARLANE

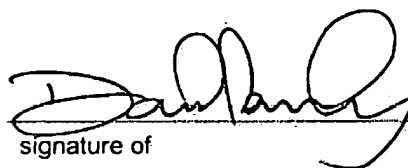
full name of above (print)

60 York Street

Glasgow

G2 8JX

address of witness



signature of

director/secretary/authorised signatory

DAVID MAWHINNEY

full name of above (print)

19 April 2024

date of signing

Glasgow

place of signing

FOR THE LENDER

A. M. L. aug blin

signature of

~~proper officer/authorised signatory/witness~~

ANDREW KENNETH McLAUGHLIN

full name of above (print)

12 STRATHKELVIN PLACE

GGC ITJ

address of witness

A. Walker

signature of

~~proper officer/authorised signatory/witness~~

ANDREW PATRICK KEACNS WALKER

full name of above (print)

16.07.2024

date of signing

KILKINTILLOCH

place of signing

EXECUTED for and on behalf of CLOSE BROTHERS LIMITED pursuant to a Power of Attorney dated 7 February 2024 as follows:-



Signature of Witness

CALLUM TELFORD

Name of Witness

2 SEMPLE STREET
EDINBURGH
EH3 8BL

Address of Witness



Signature of Authorised Signatory

DAVID ALEXANDER RATTER

Name of Authorised Signatory

On 24 APRIL 2024

At EDINBURGH

DATE OF DELIVERY

24 APRIL 2024

Glasgow

Date: 21/5/24

Certified a true copy

A Farrell

Solicitor Glasgow



RANKING AGREEMENT

between

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and

WESTPOINT HOMES LIMITED

and

EAST DUNBARTONSHIRE COUNCIL

DWF LLP

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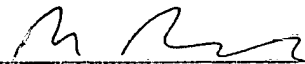
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FOR THE CUSTOMER



signature of

~~director/secretary/authorised signatory/witness~~

BRIAN MACFARLANE

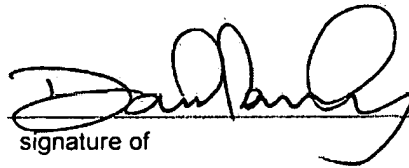
full name of above (print)

60 York Street

Glasgow

G2 8JX

address of witness



signature of

~~director/secretary/authorised signatory~~

DAVID MAWHINNEY

full name of above (print)

19 April 2024

date of signing

Glasgow

place of signing

FOR THE LENDER

A. M. L. any bin

signature of

proper officer/authorised signatory/witness

ANDREW KENNETH McLAUGHLIN

full name of above (print)

12 STRATHKELVIN PLACE

GGC ITJ

address of witness

Andrew

signature of

proper officer/authorised signatory/witness

ANDREW PATRICK KEACNS WALKER

full name of above (print)

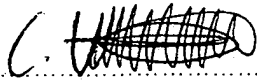
16.07.2024

date of signing

KILINTILLOCH

place of signing

EXECUTED for and on behalf of CLOSE BROTHERS LIMITED pursuant to a Power of Attorney dated 7 February 2024 as follows:-



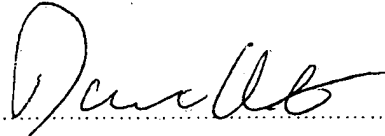
Signature of Witness

CALLUM TELFORD

Name of Witness

2 SEMPLE STREET
EDINBURGH
EH3 8BL

Address of Witness



Signature of Authorised Signatory

DAVID ALEXANDER RATTER

Name of Authorised Signatory

On 24 APRIL 2024

At EDINBURGH

DATE OF DELIVERY 24 APRIL 2024



FILE COPY

CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number: 137690

Charge code: SC13 769 0 0083

I hereby certify that particulars of an instrument of alteration dated 24th April 2024 were delivered pursuant to section 466 of the Companies Act 1985 on 7th May 2024 .

The instrument relates to a charge created on 1st May 2024 by
WESTPOINT HOMES LIMITED in favour of CLOSE BROTHERS LIMITED.

Given at Companies House, Edinburgh on 13th May 2024



Companies House



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