

M

COMPANIES FORM No. 410(Scot)

**Particulars of a charge created
by a company registered in Scotland****410**Please do not
write in
this margin

Pursuant to section 410 of the Companies Act 1985

004575

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

102827

Name of company

* EVERWARM SERVICES LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

1st March 1989

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge.

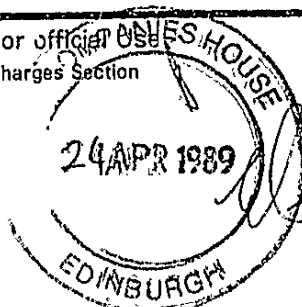
Amount secured by the charge

All sums of money that now are or may at any time or times hereafter be
due by the Company to the Bank.

all sums due to become due

Names and addresses of the persons entitled to the charge

THE ROYAL BANK OF SCOTLAND plc, 36 St Andrew Square, Edinburgh.

Presentor's name address telephone
number and reference (if any):Law Department
The Royal Bank of Scotland plc
P O Box 31
42 St Andrew Square
EDINBURGH EH2 2YE
Reference: LAW/
Telephone: 031-556 8555 Ext 22383For official use
Charges Section

Post room

Short particulars of all the property charged.

Please do not
write in
this margin

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

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The Company is prohibited from creating any Fixed Security or Floating Charge having priority over or ranking equally with the Floating Charge created in the Bank's favour.

The Floating Charge shall, except as may otherwise be previously agreed in writing by the Bank rank in priority to any fixed security other than a fixed security in favour of the Bank, which shall be created by the Company after the date of the Floating Charge and to any other Floating Charge.

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

For and on behalf of The Royal Bank of Scotland plc

Signed

John MacBenn

Date

On behalf of [company] [chargee]†

† delete as
appropriate

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples — date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

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.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company Number

102827

I hereby certify that a charge created by

EVERWARM SERVICES LIMITED

on

14 April 1989

for securing

all sums due or to become due

in favour of

The Royal Bank of Scotland plc

**was delivered pursuant to section 410 of the Companies Act,
1985, on**

24 April 1989

Signed at Edinburgh

26 April 1989

J Henderson

Registrar of Companies

M

COMPANIES FORM No. 410(Scot)

Particulars of a charge created
by a company registered in Scotland

410

Please do not
write in
this margin

Pursuant to section 410 of the Companies Act 1985

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

* Insert full name
of company

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

For official use

Company number

102827

Name of company

EVERWARM SERVICES LIMITED

Date of creation of the charge (note 1)

11 December 1989

Description of the instrument (if any) creating or evidencing the charge (note 2)

BOND AND FLOATING CHARGE

Amount secured by the charge

All sums and obligations due or to become due from time to time by the
Company to TSB Bank Scotland plc

Names and addresses of the persons entitled to the charge

TSB Bank Scotland plc having their Registered Office at
Henry Duncan House, 120 George Street, Edinburgh, EH2 4TS

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

Securities Executive
TSB Bank Scotland plc
Henry Duncan House
120 George Street
Edinburgh EH2 4TS
102827
10/12/89

For official Use
Charges Section

Post room

ck

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 of the Company while the Floating Charge created in favour of TSB Bank Scotland plc (The Bank) is in force.

Please do not write in this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The Company is prohibited from creating any Fixed Security or Floating Charge ranking in priority to or pari passu with the Floating Charge created in favour of the said Bank.

The Floating Charge shall rank in priority to any Floating Charge or Fixed Security (other than a Fixed Security in favour of the said Bank which shall rank in priority to the Floating Charge created in favour of the Bank) which has been or may be created over the whole or any part of the property which is or will become subject to the Floating Charge.

Particulars as to commission, allowance or discount paid (see section 413(3))

NIL

For and on behalf of TSB Bank Scotland plc

Signed

Date 19/1/89

On behalf of [company][chargee]†

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc. should be given. For the date of creation of a charge see section 410(5) of the Act (Examples — date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

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.

† delete as appropriate



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company Number
102827

I hereby certify that a charge created by
EVERWARM SERVICES LIMITED

on
11 December 1989
for securing

all sums due or to become due

in favour of
TSB Bank Scotland public limited company

was delivered pursuant to section 410 of the Companies Act,
1985, on
22 December 1989

Signed at Edinburgh
5 January 1990

 **Registrar of Companies**

M

COMPANIES FORM No. 410(Scot)

**Particulars of a charge created
by a company registered in Scotland**

410

Please do not
write in
this margin

Pursuant to section 410 of the Companies Act 1985

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

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

For official use

Company number

[] [] [] []

102827

Name of company

* EVERWARM SERVICES LIMITED

* Insert full name
of company

Date of creation of the charge (note 1)

24 AUGUST 1990

Description of the instrument (if any) creating or evidencing the charge (note 1)

FLOATING CHARGE

Amount secured by the charge

1. £30,000 and all other sums due to LEPP in terms of a Loan Agreement entered into by the Company with LEPP on 24 August 1990.
2. All other and further sums due by the Company to LEPP.

Names and addresses of the persons entitled to the charge

LOTHIAN ENTERPRISE PROJECT FINANCE LTD (LEPP)

21 AINSLIE PLACE


EDINBURGH EH3 6AJ

Presentor's name address telephone
number and reference (if any):

LOTHIAN ENTERPRISE LTD
21 AINSLIE PLACE
EDINBURGH EH3 6AJ
031 220 2100

For official Use
Charges Section

Post room

102827 

Short particulars of all the property charged.

Please do not
write in
this margin

WHOLE OF THE PROPERTY AND ASSETS, HERITABLE OR MOVEABLE, WHICH ARE OR MAY
BE FROM TIME TO TIME COMPRISED IN THE PROPERTY AND UNDERTAKING OF THE
COMPANY INCLUDING UNCALLED CAPITAL

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and
any ranking provision (note 2)

EXCEPT WITHOUT PRIOR CONSENT OF LEPP THE COMPANY IS NOT TO CREATE ANY
SUBSEQUENT FIXED SECURITY OR FLOATING CHARGE OVER ASSETS OF THE COMPANY
RANKING IN PRIORITY OVER OR PARI PASSU WITH LEPP'S FLOATING CHARGE OTHER
THAN A FIXED SECURITY IN FAVOUR OF LEPP.

RANKING

1. ~~TSB BANK SCOTLAND PLC - £80,000~~
2. ~~LEPP - £30,000~~
3. ~~TSB BANK SCOTLAND PLC - ALL REMAINING SUMS DUE~~

Particulars as to commission, allowance or discount paid (see section 413(3))

Signed  Date 31/08/90

On behalf of [company][chargee]†

Notes

† delete as
appropriate

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples — date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

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
102 George Street
Edinburgh EH2 3DJ



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company Number

102827

I hereby certify that a charge created by

EVERWARM SERVICES LIMITED

on

24 August 1990

for securing

£30,000 and all other sums due or to become due

in favour of

Lothian Enterprise Project Finance Limited

was delivered pursuant to section 410 of the Companies Act,
1985, on

4 September 1990

Signed at Edinburgh

10 September 1990

J Henderson

Registrar of Companies

(A)

M

COMPANIES FORM No. 410(Scot)

**Particulars of a charge created
by a company registered in Scotland****410**

009751

Please do not
write in
this margin

Pursuant to section 410 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of companyTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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102827

Name of company

* EVERWARM SERVICES LIMITED

Date of creation of the charge (note 1)

29 August 1991

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge

Amount secured by the charge

All sums of money that now are or may at any time or times hereafter
be due by the Company to the Bank.

Names and addresses of the persons entitled to the charge

THE ROYAL BANK OF SCOTLAND plc, 36 St Andrew Square, Edinburgh.

Presentor's name address telephone
number and reference (if any):Advances Support (Scotland)
The Royal Bank of Scotland plc
P O Box 31
42 St Andrew Square
EDINBURGH EH2 2YE
Reference: SS/E/KH/JL/3
Telephone: 031 523 2383For official Use
Charges Section

Post room

Short particulars of all the property charged.

Please do not
write in
this margin

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

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The Company is prohibited from creating any Fixed Security or Floating Charge having priority over or ranking equally with the Floating Charge created in the Bank's favour.

The Floating Charge shall, except as may otherwise be previously agreed in writing by the Bank rank in priority to any fixed security other than a fixed security in favour of the Bank, which shall be created by the Company after the date of the Floating Charge and to any other Floating Charge.

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

For and on behalf of The Royal Bank of Scotland plc

Signed [Signature] Date 30/8/91
On behalf of [company] [chargee]† Senior Assistant Securities Manager

Notes

† delete as
appropriate

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples — date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

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
102 George Street
Edinburgh EH2 3DJ



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company Number

102827

I hereby certify that a charge created by

EVERWARM SERVICES LIMITED

on

29 August 1991

for securing

all sums due or to become due

in favour of

The Royal Bank of Scotland plc

**was delivered pursuant to section 410 of the Companies Act,
1985, on**

30 August 1991

Signed at Edinburgh

3 September 1991

J Henderson

Registrar of Companies



COMPANIES FORM No. 466(Scot)

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

466

012369

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 5)

For official use

Company number

[] [] [] [] [] []

102827

Name of company

* EVERWARM SERVICES LIMITED

* Insert full name
of company

Date of creation of the charge (note 1)

24th August 1990

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

Lothian Enterprise Project Finance Limited.

Short particulars of all the property charged

Whole of the property and assets, heritable or moveable, which are or
may be from time to time comprised in the property and undertaking of
the Company including uncalled capital.



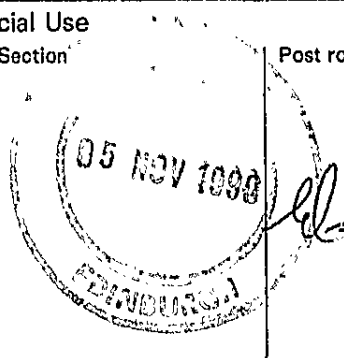
Presentor's name address and
reference (if any):

Henderson & Jackson W.S.,
19 Ainslie Place,
Edinburgh.
EH3 6AU

NI/LOT.363

For official Use
Charges Section

Post room



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

Please do not
write in
this margin

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

(One) The company.

(Two) Lothian Enterprise Project Finance Limited, having its
Registered Office at 21 Ainslie Place, Edinburgh, EH3 6AJ.

(Three) TSB Bank Scotland plc, having its Registered Office at
Henry Duncan House, 120 George Street, Edinburgh, EH2 4LH.

Date(s) of execution of the instrument of alteration

24th August 1990

17th October 1990

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

Notwithstanding the terms of the Securities, each Creditor undertakes to the other Creditor that, so long as any debts shall remain secured by the respective Security of such other Creditor, neither Creditor shall, without the prior consent in writing of the other Creditor, require the Borrower to grant any further or other fixed security or securities whatsoever.

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

Please do not
write in
this margin

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

- (1) (A) In this Agreement unless the context otherwise requires:-
- (i) "Creditors" shall mean LEPF, and the Bank and "Creditor" shall mean either of the Creditors;
 - (ii) "the Bank's Floating Charge" shall mean the Bond and Floating Charge entered into by the Borrower in favour of the Bank dated (11/12/89) and registered with the Registrar of Companies in Edinburgh on 22 December 1989;
 - (iii) "the Bank's Priority Debt" shall mean Eighty thousand pounds (£80,000) together with one year's interest thereon and the costs, charges and expenses of the Bank in relation thereto;
 - (iv) "the LEPF Floating Charge" shall mean the Bond and Floating Charge entered into by the Borrower in favour of LEPF of even date;
 - (v) "the LEPF Priority Debt" shall mean Thirty thousand pounds (£30,000) together with one year's interest thereon and the costs, charges and expenses of LEPF in relation thereto;
 - (vi) "Security" shall mean either of the Bank's Floating Charge and the LEPF Floating Charge and a reference to "Securities" shall mean a reference to more than one Security.
- (3) Notwithstanding the terms of the Bank's Floating Charge and the LEPF Floating Charge or the order in which they have been created or registered or any provisions as to ranking contained therein, the Securities shall rank in the following order of priority;
- (A) The Bank's Floating Charge to the extent of the Bank's Priority Debt shall rank in point of security before and in preference to any amount secured or to be secured by the LEPF Floating Charge;
 - (B) The LEPF Floating Charge to the extent of the LEPF Priority Debt shall rank in point of security after and postponed to the Bank's Floating Charge to the extent of the Bank's Priority Debt but prior and preferred to the Bank's Floating Charge to the extent of all sums due to the Bank in excess of the Bank's Priority Debt.

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

Please do not
write in
this margin

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

Signed  Date 2nd November 1990

On behalf of ~~company~~ chargee†

† delete as
appropriate

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. The address of the Registrar of Companies is:-
Companies Registration Office, 102 George Street, Edinburgh EH2 3DJ



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company Number

102827

**I hereby certify that particulars of an instrument of alteration
dated**

17 October 1990

**was delivered pursuant to section 410 of the Companies Act,
1985 on**

5 November 1990

The instrument relates to a charge created on

24 August 1990

by

**EVERWARM SERVICES LIMITED
in favour of**

**Lothian Enterprise Project Finance Limited
for securing**

£30,000 and all other sums due or to become due

Signed at Edinburgh

31 January 1991

J Henderson

Registrar of Companies

M

COMPANIES FORM No. 419a (Scot)

Application for registration of a memorandum of satisfaction in full or in part of a registered charge

419a

Please do not write in this margin

Pursuant to section 419(1)(a) of the Companies Act 1985

010108

010654

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

[] [] [] []

102827

Name of company

* EVERWARM SERVICES LIMITED

* insert full name of company

I, ROBERT GRAHAM

Name and position of

of Twenty eight Templar Rise, Dedridge, Livingston

† delete as appropriate

[a director] ~~the secretary~~ ~~the liquidator~~ ~~the receiver~~ ~~the administrator~~ † of the company,

do solemnly and sincerely declare that the debt for which the charge described overleaf was given has been paid or satisfied in [full] ~~[part]~~ †

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at BATHGATE

Declarant sign below

the Sixteenth day of August

one thousand nine hundred and Ninety

before me

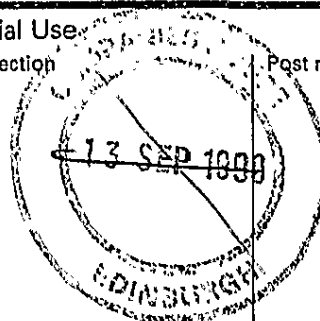
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

The Royal Bank of Scotland plc
Law Department
42 St Andrew Square
EDINBURGH
EH2 2YE
Ref: LAW/E/AM/D
Tel: 031 523 2383

For official Use
Charges Section

Post room



18 SEP 1991

Particulars of the charge to which the application overleaf refers

Date of Creation of the charge

14 April 1989

Please do not
write in
this margin

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

Description of the instrument (if any) creating or evidencing the charge†

Bond and Floating Charge

† insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Charge',
'Debenture' etc.

Date of Registration

24 April 1989

the date of
registration may
be confirmed from
the certificate

Short particulars of property charged

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

Where a FLOATING CHARGE is being satisfied, the following Certificate MUST be completed:

CERTIFICATE

I, JOHN STEWART, Assistant Secretary Manager
of THE ROYAL BANK OF SCOTLAND plc

being ~~the creditor~~ [a person authorised to act on behalf of the creditor]† entitled to the benefit of the floating charge specified above certify that the particulars above relating to the charge and its satisfaction are correct.

† delete as
appropriate

Signature

John Stewart

Date

18/9/91

Note

The address of the Registrar of Companies is:-

Companies House
100-102 George Street
Edinburgh
EH2 3DJ

M

COMPANIES FORM No. 419a (Scot)

Application for registration of a memorandum of satisfaction in full or in part of a registered charge

419a

Please do not write in this margin

Pursuant to section 419(1)(a) of the Companies Act 1985

001661

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

[] [] [] []

SC102827

Name of company

* EVERWARM SERVICES LIMITED

* insert full name of company

I, ROBERT GRAHAM

of 28 Templar Rise, Dedridge, Livingston

† delete as appropriate

[a director][the secretary][the liquidator][the receiver][the administrator]† of the company,
do solemnly and sincerely declare that the debt for which the charge described overleaf was given has
been paid or satisfied in [full][part]†

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Livingston

Declarant sign below

the 9th day of January 1992

one thousand nine hundred and _____

before me Douglas Bell

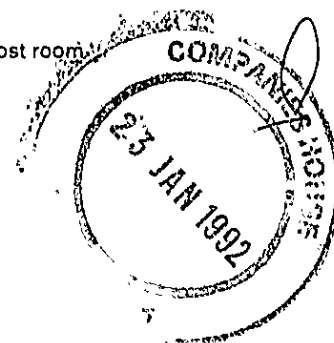
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

Keegan Walker & Co. SSC.,
Alderstone House,
Kirkton South,
Livingston

For official Use
Charges Section

Post room



Particulars of the charge to which the application overleaf refers

Date of creation of the charge

11th December 1989

Please do not
write in
this margin

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

Description of the instrument (if any) creating or evidencing the charge†

Bond and Floating Charge

† insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Charge',
'Debenture' etc.

Date of Registration

22nd December 1989

or the date of
registration may
be confirmed from
the certificate

Short particulars of property charged

The whole property and assets of Everwarm Services Limited

Where a FLOATING CHARGE is being satisfied, the following Certificate MUST be completed:

CERTIFICATE

I, PAULINE THERESA JOLLY
of TSB Bank Scotland plc

being (the creditor)[a person authorised to act on behalf of the creditor]† entitled to the benefit of the floating charge specified above certify that the particulars above relating to the charge and its satisfaction are correct.

† delete as
appropriate

Signature

Pauline Theresa Jolly

Date

20.1.92

Note

The address of the Registrar of Companies is:-

Companies House
100-102 George Street
Edinburgh
EH2 3DJ

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

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

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

For official use

Company number

102827

Name of company

* EVERWARM SERVICES LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

24 AUGUST 1990

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

LOTHIAN ENTERPRISE PROJECT FINANCE LIMITED

Short particulars of all the property charged

Whole of the property and assets, heritable or moveable, which are or may be from time to time comprised in the property and undertaking of the company including uncalled capital.

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

Lothian Enterprise Limited
21 Ainslie Place
Edinburgh EH3 6AJ

031 220 2100

For official use
Charges Section

Post room

~~9 JUL 1992~~

EDINBURGH

...

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

Please do not
write in
this margin

1. Lothian Enterprise Project Finance Limited having its Registered Office at 21 Ainslie Place, Edinburgh EH3 6AJ ✓
2. The Company ✓
3. The Royal Bank of Scotland plc having its Registered Office at 36 St Andrew Square, Edinburgh. ✓

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

Date(s) of execution of the instrument of alteration

1. 7 July 1992 ✓
2. 16 June 1992 ✓
3. 29 June 1992 ✓

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

Notwithstanding the terms of the securities, each creditor undertakes to the other creditor that, so long as any debts shall remain secured by the respective security of such other creditor, neither creditor shall, without the prior consent in writing of the other creditor, require the borrower to grant any further or other fixed security or securities whatsoever.

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

1. (A) In this Agreement unless the context otherwise requires:
 - (i) "Creditors" shall mean LEPF, and the Bank and "Creditor" shall mean either of the Creditors;
 - (ii) "the Bank's Floating Charge" shall mean the Bond and Floating Charge entered into by the Borrower in favour of the Bank dated 29 August 1991;
 - (iii) "the Bank's Priority Debt" shall mean Ninety thousand pounds (£90,000) together with one year's interest thereon and the costs, charges and expenses of the Bank in relation thereto;
 - (iv) "the LEPF Floating Charge" shall mean the Bond and Floating Charge entered into by the borrower in favour of LEPF on 24 August 1990;
 - (v) "the LEPF Priority Debt" shall mean Thirty thousand pounds (£30,000) together with one year's interest thereon and the costs, charges and expenses of LEPF in relation thereto;
 - (vi) "Security" shall mean either of the Bank's Floating Charge and the LEPF Floating Charge and a reference to "Securities" shall mean a reference to more than one Security.
2. Notwithstanding the terms of the Bank's Floating Charge and the LEPF Floating Charge or the order in which they have been created or registered or any provisions as to ranking contained therein, the Securities shall rank in the following order of priority:
 - (A) The Bank's Floating Charge to the extent of the Bank's Priority Debt shall rank in point of security before and in preference to any amount secured by the LEPF Floating Charge;
 - (B) The LEPF Floating Charge to the extent of the LEPF Priority Debt shall rank in point of security after and postponed to the Bank's Floating Charge to the extent of the Bank's Priority Debt but prior and preferred to the Bank's Floating Charge to the extent of all sums due to the Bank in excess of the Bank's Priority Debt.

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

Please do not write in this margin

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

Signed Kathleen Gunn. Date 7 July 1992

On behalf of [company][chargee]†

† delete as appropriate

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. The address of the Registrar of Companies is:-
Companies Registration Office, 102 George Street, Edinburgh EH2 3DJ



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company Number

102827

I hereby certify that particulars of an instrument of alteration
dated

7 July 1992

was delivered pursuant to section 410 of the Companies Act,
1985 on

13 July 1992

The instrument relates to a charge created on

24 August 1990

by

EVERWARM SERVICES LIMITED

in favour of

Lothian Enterprise Project Finance Limited

for securing

£30,000 and all sums due or to become due

Signed at Edinburgh

16 July 1992

Registrar of Companies

M

COMPANIES FORM No. 466(Scot)

466**Particulars of an instrument of
alteration to a floating charge created
by a company registered in Scotland**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 letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[1] [1] [5]

102827

Name of company

* EVERWARM SERVICES LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

29th August 1991

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

The Royal Bank of Scotland Plc

Short particulars of all the property charged

The whole of the property and assets of
Everwarm Services LimitedPresentor's name address and
reference (if any):Keegan Walker & Co. SSC.
32 Main Street,
Balerno EH14 7EHFor official Use
Charges Section

Post room

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

Please do not
write in
this margin

1. Everwarm Services Limited
7 Napier Square, Houston Industrial Estate, Livingston
2. Lothian Enterprise Project Finance Limited,
21 Ainslie Place, Edinburgh.
3. The Royal Bank of Scotland Plc,
36 St. Andrew Square, Edinburgh

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

Date(s) of execution of the instrument of alteration

1. 29th June 1992
2. 7th July 1992
3. 15th February 1993

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

Notwithstanding the terms of the Securities, each creditor undertakes to the other creditor that, so long as any debts shall remain secured by the respective Security of such other creditor, neither creditor shall, without the prior consent in writing of the other creditor, require the borrower to grant any further or other fixed Security or Securities whatsoever.

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


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

1. (A) In this Agreement unless the context otherwise requires:
 - (i) "Creditors" shall mean LEPF, and the Bank and "Creditor" shall mean either of the Creditors;
 - (ii) "the Bank's Floating Charge" shall mean the Bond and Floating Charge entered into by the Borrower in favour of the Bank dated 29th August 1991;
 - (iii) "the Bank's Priority Debt" shall mean Ninety thousand pounds (£90,000) together with one year's interest thereon and the costs, charges and expenses of the Bank in relation thereto;
 - (iv) "the LEPF Floating Charge" shall mean the Bond and Floating Charge entered into by the borrower in favour of LEPF on 24th August 1990;
 - (v) "the LEPF Priority Debt" shall mean Thirty thousand pounds (£30,000) together with one year's interest thereon and the costs, charges and expenses of LEPF in relation thereto;
 - (vi) "Security" shall mean either of the Bank's Floating Charge and the LEPF Floating Charge and a reference to "Securities" shall mean a reference to more than one Security.
2. Notwithstanding the terms of the Bank's Floating Charge and the LEPF Floating Charge or the order in which they have been created or registered or any provisions as to ranking contained therein, the Securities shall rank in the following order of priority:
 - (A) The Bank's Floating Charge to the extent of the Bank's Priority Debt shall rank in point of Security before and in preference to any amount secured by the LEPF Floating Charge;
 - (B) The LEPF Floating Charge to the extent of the LEPF Priority Debt shall rank in point of security after and postponed to the Bank's Floating Charge to the extent of the Bank's Priority Debt but prior and preferred to the Bank's Floating Charge to the extent of all sums due to the Bank in excess of the Bank's priority Debt.

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

Please do not write in this margin

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

Signed  Date 22/2/73

On behalf of ~~(company)~~ [chargee]†

† delete as appropriate

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. The address of the Registrar of Companies is:-

Companies Registration Office, 102 George Street, Edinburgh EH2 3DJ



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company Number

102827

I hereby certify that particulars of an instrument of alteration
dated

15 February 1993

was delivered pursuant to section 410 of the Companies Act,
1985 on

23 February 1993

The instrument relates to a charge created on

29 August 1991

by

EVERWARM SERVICES LIMITED

in favour of

The Royal Bank of Scotland plc

for securing

all sums due or to become due

Signed at Edinburgh

24 February 1993

Stuart S Smith
for Registrar of Companies