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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) 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

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SC102827

Name of company

* EVERWARM SERVICES LIMITED

Note
Please read the notes
on page 3 before
completing this form.

* insert full name
of company

I/We ~~ø~~ Gordon Glen of Lorn Villa, Orchard Street, Carluke, Lanarkshire, ML8 5AJ;

Lydia Graham of 28 Templar Rise, Livingston, West Lothian, EH54 6PJ;

ø insert name(s) and
address(es) of all
the directors

Robert Graham of 17 Woodrush Glade, Adam Brae, Livingston, EH54 9JY;

John Mackay of 18 Cameron Road, Tain, Ross Shire, IV19 1NN;

Kennedy Forrester Saunders of 15 Burngrange Gardens, West Calder, West Lothian, EH55 8ES;

Robert Stirling of 6 Montrose Gardens, Kilsyth, North Lanarkshire, G65 9BG; and

David Fraser Sutherland of Oldtown of Leys Farm, Inverness, IV2 6AE.

† delete as
appropriate

[the sole director][all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

(a) that of a [recognised bank][licensed institution]† within the meaning of the Banking Act 1979§

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom§

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in
the [company] [company's holding company] Everwarm Group Limited a company incorporated in
Scotland with the registered number SC215876 ("EGL") Limited†

The assistance is for the purpose of [that acquisition][reducing or discharging a liability incurred for the
purpose of that acquisition]†

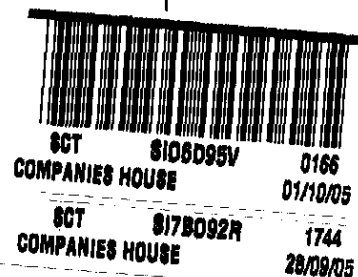
The number and class of the shares acquired or to be acquired is: 680 Ordinary A Shares of £1.00 each
and 8627 Ordinary B Shares of £1.00 each in EGL

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

Harper Macleod LLP
The Ca'd'oro
45 Gordon Street
Glasgow
G1 3PE

For official Use (10/03)
General Section

Post room



The assistance is to be given to: (note 2) Tulloch Limited, a company incorporated in Scotland with the
registered number SC125792 and having its registered office at Corrie Lodge, Millburn Road, Inverness
IV2 3TP ("TL")

Please do not
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this margin

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

The assistance will take the form of:

Please see attached Schedule 1

The person who [has acquired][will acquire][†] the share is:

[†] delete as
appropriate

TL

The principal terms on which the assistance will be given are:

Please see attached Schedule 2

The amount of cash to be transferred to the person assisted is £ nil

The value of any asset to be transferred to the person assisted is £ nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

Please do not
write in
this margin

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

* delete either (a)-or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) [It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]* (note 3)

And I/we 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 INVERNESS

Declarants to sign below

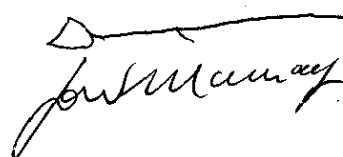
Day Month Year

on

19	09	2010
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before me Heather Hamilton

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



NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

- (a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)
- (b) ~~[It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~* (note 3)


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

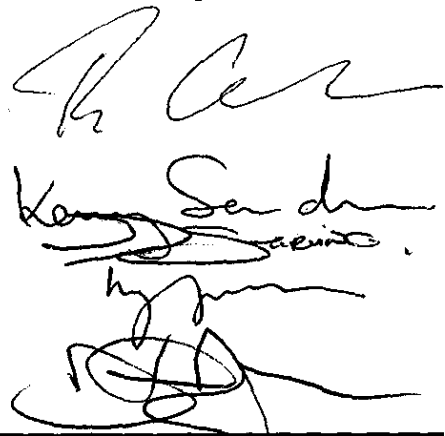
Declared at GLASGOW.

Declarants to sign below

on

Day	Month	Year
19	05	2005

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



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Cardiff
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

Declaration in relation to assistance for the acquisition of shares pursuant to Section
155(6) Companies Act 1985

This is the Schedule 1 referred to in the statutory declaration of

Gordon Glen of Lorn Villa, Orchard Street, Carluke, Lanarkshire ML8 5AJ

Lydia Graham of 17 Woodrush Glade, Adam Brae, Livingston, West Lothian EH54 9JY

Robert Graham of 17 Woodrush Glade, Adam Brae, Livingston, West Lothian EH54 9JY

John Mackay of 19 Cameron Road, Tain, Ross Shire IV19 1NN

Kennedy Forrester Saunders of 29 Westmuir Road, West Calder, West Lothian EH55 8EX

Robert Stirling of 6 Montrose Gardens, Kilsyth, North Lanarkshire G65 9BG

David Fraser Sutherland of Old Town of Leys Farm, Inverness IV2 6AE

declared on 19 SEPTEMBER 2005.

Before me,

Heather Hamilton

A Solicitor/Commissioner for Oaths

[Signature]

Company number: SC102827

Everwarm Services Limited

(the "Company")

Schedule 1 to the Companies House Form No. 155(6)a Statutory Declaration dated 19/9/ 2005

Words and expressions used in this Schedule 1 shall bear meanings assigned to them in the aforesaid statutory declaration.

The financial assistance will take the form of:

1. the execution, delivery and performance by the Company of its obligations under:
 - 1.1 a letter of accession (the "**Accession Agreement**") under which the Company will accede to and be bound by the terms of a facility agreement (the "**Facility Agreement**") dated 26 August and 2 September 2004 between (1)TL; (2) certain subsidiaries of TL listed in the Facility Agreement; and (3) The Governor and Company of the Bank of Scotland ("**BoS**");
 - 1.2 an unlimited corporate guarantee (the "**Corporate Guarantee**") granted by the Company, Brucefields Family Golf Centre Limited, Everwarm Group Limited, Fibreglo (Insulations) Limited, Options (Scotland) Limited, Everwarm Limited, Argyll Homes South Limited and Las Plant Limited to **BoS**, incorporating set off arrangements for all monies and liabilities from time to time owing by TL, Tulloch Resorts Limited, Tulloch Construction Group Limited, Tulloch Civil Engineering Limited, Tulloch Transport Limited, Corries Limited, Corrie Plumbing & Heating Limited, Corrie Plumbing & Heating (Glasgow) Limited, Ross-shire Developments Limited, Tulloch Homes Group Limited, Trinity Homes (Scotland) Limited, Tulloch Homes Limited, Tulloch Homes (Inverness) Limited, Tulloch Homes (Tayside) Limited, Tulloch Homes (West) Limited, Dunfermline Homes (Developments) Limited, Portree Development Company Limited, Corrie Electrical Services Limited, Corrie Electrical Services (Glasgow) Limited, Corrie Painting & Decorating Limited, Tulloch Timber Systems Limited, Tulloch Homes (Drumossie) Limited, Tulloch Prime Contracting Limited, Tulloch Group Limited, Corrie Group Limited, Tulloch Initiatives Limited, Tulloch Homes Express Limited, Argyll Homes Limited, Tulloch Construction Limited, Glasgow Property Company Limited, Portfolio Partnership Limited, Corrie Building Services Limited, Tulloch Homes (Grampian) Limited, Las Plant Limited, Brucefields Family Golf Centre Limited, Everwarm Group Limited, Everwarm Limited, Everwarm Services Limited, Options (Scotland) Limited, Fibreglo (Insulations) Limited, Argyll Homes South Limited, Argyll and Sutherland Properties (Glasgow) Limited and each company which grants an Acceding Guarantee (as defined in the Corporate Guarantee) (the "**Principals**" and each a "**Principal**"); and
 - 1.3 a bond and floating charge granted by the Company in favour of **BoS** (the "**Floating Charge**") over 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 as a continuing security for the payment and discharge of all or any monies and liabilities from time to time due, owing or incurred in whatsoever manner to **BoS** by the Company.

2. the performance by the Company of all other acts in connection with the acquisition by TL of the entire issued share capital of the Company's parent company, Everwarm Group Limited, a company incorporated in Scotland with registered number SC215876 and having its registered office at Corrie Lodge, Millburn Road, Inverness IV2 3TP pursuant to a share purchase agreement (the "SPA") dated 18 May 2004 between (1) Bourse Trust Company Limited; (2) Kennedy Forrester Saunders; (3) Robert Graham; and (4) TL.

Declaration in relation to assistance for the acquisition of shares pursuant to Section
155(6) Companies Act 1985

This is the Schedule 1 referred to in the statutory declaration of

Gordon Glen of Lorn Villa, Orchard Street, Carluke, Lanarkshire ML8 5AJ

Lydia Graham of 17 Woodrush Glade, Adam Brae, Livingston, West Lothian EH54 9JY

Robert Graham of 17 Woodrush Glade, Adam Brae, Livingston, West Lothian EH54 9JY

John Mackay of 19 Cameron Road, Tain, Ross Shire IV19 1NN

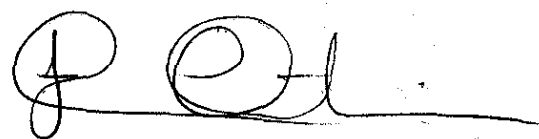
Kennedy Forrester Saunders of 29 Westmuir Road, West Calder, West Lothian EH55 8EX

Robert Stirling of 6 Montrose Gardens, Kilsyth, North Lanarkshire G65 9BG

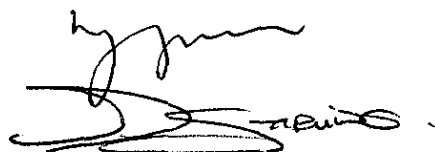
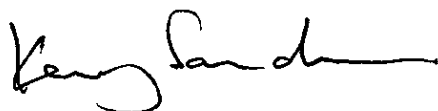
David Fraser Sutherland of Old Town of Leys Farm, Inverness IV2 6AE

declared on 19 September 2005.

Before me,



A Solicitor/Commissioner for Oaths



Company number: SC102827

Everwarm Services Limited

(the "Company")

Schedule 1 to the Companies House Form No. 155(6)a Statutory Declaration dated 19.9.2005

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 - 1.2 an unlimited corporate guarantee (the "**Corporate Guarantee**") granted by the Company, Brucefields Family Golf Centre Limited, Everwarm Group Limited, Fibreglo (Insulations) Limited, Options (Scotland) Limited, Everwarm Limited, Argyll Homes South Limited and Las Plant Limited to **BoS**, incorporating set off arrangements for all monies and liabilities from time to time owing by TL, Tulloch Resorts Limited, Tulloch Construction Group Limited, Tulloch Civil Engineering Limited, Tulloch Transport Limited, Corries Limited, Corrie Plumbing & Heating Limited, Corrie Plumbing & Heating (Glasgow) Limited, Ross-shire Developments Limited, Tulloch Homes Group Limited, Trinity Homes (Scotland) Limited, Tulloch Homes Limited, Tulloch Homes (Inverness) Limited, Tulloch Homes (Tayside) Limited, Tulloch Homes (West) Limited, Dunfermline Homes (Developments) Limited, Portree Development Company Limited, Corrie Electrical Services Limited, Corrie Electrical Services (Glasgow) Limited, Corrie Painting & Decorating Limited, Tulloch Timber Systems Limited, Tulloch Homes (Drumossie) Limited, Tulloch Prime Contracting Limited, Tulloch Group Limited, Corrie Group Limited, Tulloch Initiatives Limited, Tulloch Homes Express Limited, Argyll Homes Limited, Tulloch Construction Limited, Glasgow Property Company Limited, Portfolio Partnership Limited, Corrie Building Services Limited, Tulloch Homes (Grampian) Limited, Las Plant Limited, Brucefields Family Golf Centre Limited, Everwarm Group Limited, Everwarm Limited, Everwarm Services Limited, Options (Scotland) Limited, Fibreglo (Insulations) Limited, Argyll Homes South Limited, Argyll and Sutherland Properties (Glasgow) Limited and each company which grants an Acceding Guarantee (as defined in the Corporate Guarantee) (the "**Principals**" and each a "**Principal**"); and
 - 1.3 a bond and floating charge granted by the Company in favour of **BoS** (the "**Floating Charge**") over 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 as a continuing security for the payment and discharge of all or any monies and liabilities from time to time due, owing or incurred in whatsoever manner to **BoS** by the Company.

2. the performance by the Company of all other acts in connection with the acquisition by TL of the entire issued share capital of the Company's parent company, Everwarm Group Limited, a company incorporated in Scotland with registered number SC215876 and having its registered office at Corrie Lodge, Millburn Road, Inverness IV2 3TP pursuant to a share purchase agreement (the "**SPA**") dated 18 May 2004 between (1) Bourse Trust Company Limited; (2) Kennedy Forrester Saunders; (3) Robert Graham; and (4) TL.

Declaration in relation to assistance for the acquisition of shares pursuant to Section 155(6)
Companies Act 1985

This is the Schedule 2 referred to in the statutory declaration of

Gordon Glen of Lorn Villa, Orchard Street, Carluke, Lanarkshire ML8 5AJ

Lydia Graham of 17 Woodrush Glade, Adam Brae, Livingston, West Lothian EH54 9JY

Robert Graham of 17 Woodrush Glade, Adam Brae, Livingston, West Lothian EH54 9JY

John Mackay of 19 Cameron Road, Tain, Ross Shire IV19 1NN

Kennedy Forrester Saunders of 29 Westmuir Road, West Calder, West Lothian EH55 8EX

Robert Stirling of 6 Montrose Gardens, Kilsyth, North Lanarkshire G65 9BG

David Fraser Sutherland of Old Town of Leys Farm, Inverness IV2 6AE

declared on 19 SEPTEMBER 2005.

Before me,

Naive Hamilton

A Solicitor/Commissioner for Oaths

D. ———
fulman

Company number: SC102827

Everwarm Services Limited

(the "Company")

Schedule 2 to the Companies House Form No. 155(6)a Statutory Declaration dated 19/9/ 2005

The principal terms on which the assistance will be given are as follows:

Words and expressions used in this Schedule 2 shall bear the meanings assigned to them in the aforesaid statutory declaration.

The Accession Agreement

By executing the Accession Agreement, the Company agrees to be bound by the terms of the Facility Agreement and undertakes to perform its obligations as a Borrower thereunder.

The Corporate Guarantee

In respect of the Guarantee, the Company unconditionally and irrevocably:

- 1 guarantees the payment or discharge of the Guarantee Secured Liabilities and shall on demand in writing pay or discharge them to **BoS**; and
- 2 agrees to indemnify and keep indemnified **BoS** against all costs, losses or liabilities resulting from the failure by any Principal to make due and punctual payment of the Guarantee Secured Liabilities (or any part thereof) or resulting from any of the Guarantee Secured Liabilities being or becoming void, voidable, unenforceable or ineffective against any Principal.

The Floating Charge

In respect of the Floating Charge, the Company:

- 1 shall on demand in writing made to it pay or discharge the Floating Charge Secured Liabilities when the same are due and payable; and
- 2 grants in favour of **BoS** a floating charge over the Assets as a continuing security for the payment and discharge of the Floating Charge Secured Liabilities.

Where:

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 of the Company;

Floating Charge Secured Liabilities means all or any monies and liabilities which shall from time to time (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 under the Floating Charge; and

Guarantee Secured Liabilities means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **BoS** by the Principals (or any of them), whether actually or contingently, solely or jointly 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 these matters or for keeping any account of any Principal, 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 under the Corporate Guarantee.



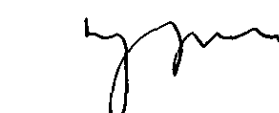
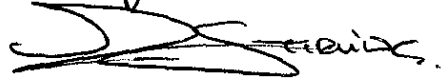
Declaration in relation to assistance for the acquisition of shares pursuant to Section 155(6)
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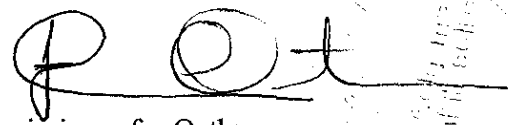
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David Fraser Sutherland of Old Town of Leys Farm, Inverness IV2 6AE

declared on 19 September 2005.

Before me,


A Solicitor/Commissioner for Oaths



Company number: SC102827

Everwarm Services Limited

(the "Company")

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INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF EVERWARM SERVICES LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors of the Company dated 19 September 2005 in connection with the proposal that the Company should give financial assistance for the purchase of the entire share capital of Everwarm Group Limited's ordinary shares.

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act is unreasonable in all the circumstances.



Deloitte & Touche LLP, Edinburgh
Chartered Accountants and Registered Auditors
19 September 2005