



CHWP007

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 £10 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 letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

		7
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180022

Name of company

*** The Scottish Coal (Deep Mine) Company Limited (the "Company")*** insert full name
of Company

Date of creation of the charge (note 1)

~~10 MAY 1998~~ 24/5/99Description of the instrument creating or evidencing the charge or of any ancillary document which
has been altered (note 1)**Floating Charge (the "Floating Charge")**

Names of the persons entitled to the charge

Mining (Scotland) Limited

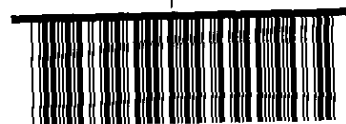
Short particulars of all the property charged

**All of the property (including uncalled capital) which may from time to time while the
Floating Charge is in force be comprised in the Company's property and undertaking**Presenter's name address
and reference (if any):**DGME/KRM/6028.266**Biggart Baillie
Dalmore House,
310 St Vincent Street,
Glasgow G2 5QR
DX GW9**SC(DEEPMINE)MSL-466**

For official use

Charges Section

Post room

SCT SX4509WR 0196
COMPANIES HOUSE 12/04/02

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

See Paper Apart 1

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write in
this margin*

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

Date(s) of execution of the instrument of alteration

**13, 18, 20 and 26 September 2001, 6 November 2001, 12 February 2002, 28 March 2002,
2 April 2002.**

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 Paper Apart 2

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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

See Paper Apart 3

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

Signed

Date

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. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is :-
Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

PAPER APART 1

EXPRESSIONS DEFINED IN PAPER APART 4 APPLY IN THIS PAPER APART.

1. Mining (Scotland) Limited, The Ca'd'oro, 45 Gordon Street, Glasgow, G1 3PE.
2. The Scottish Coal Company Limited, Castlebridge Business Park, Gartlove, Alloa, Clackmannanshire, FK10 3PZ.
3. The Scottish Coal (Deep Mine) Company Limited, Castlebridge Business Park, Gartlove, Alloa, Clackmannanshire, FK10 3PZ.
4. Scottish Coal Contracts Limited, Castlebridge Business Park, Gartlove, Alloa, Clackmannanshire, FK10 3PZ.
5. Castlebridge Plant Limited, Castlebridge Business Park, Gartlove, Alloa, Clackmannanshire, FK10 3PZ.
6. The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh, EH2 2YB (as Agent under the Term Loan Agreement).
7. The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh, EH2 2YB (as Security Trustee).
8. The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh, EH2 2YB (as Bank under the Term Loan Agreement)
9. The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh, EH2 2YB (as MOF Bank).
10. Scottish Power Generation Limited, 1 Atlantic Quay, Robertson Street, Glasgow, G2 8SP, who acquired the interest of Scottish Power UK plc in the SP Coal Supply Agreement and the SP Security Documents by virtue of a transfer scheme made by Scottish Power UK plc on 3 September 2001 pursuant to Schedule 7 to the Utilities Act 2000 and approved by the Secretary of State on 27 September 2001.
11. The Secretary of State for Trade and Industry, 1 Victoria Street, London, SW1H 0ET.
12. Scottish Enterprise, formerly at 120 Bothwell Street, Glasgow and now at 150 Broomielaw, Atlantic Quay, Glasgow G2 8LU.
13. Lombard North Central plc, 3 Princess Way, Redhill, Surrey, RH1 1NP.

PAPER APART 2

EXPRESSIONS DEFINED IN PAPER APART 4 APPLY IN THIS PAPER APART.

- 1 None of the Companies shall grant any Security Interest over all or any of its assets, whether heritable or corporeal, without the prior written consent of the Security Trustee, SP, SE, MSL, the Secretary of State and Lombard such consent not to be unreasonably withheld or delayed, provided however that:-
 - 1.1 no consent of SP or the Secretary of State or SE or MSL or Lombard will be required for (a) any security proposed to be taken by the Security Trustee which is contemplated by any Financing Document or (b) any security interest of the types contemplated in paragraphs (ii) and (iii) of the definition of "Bank Security Documents";
 - 1.2 no consent of the Security Trustee or the Secretary of State or SE or MSL or Lombard will be required for any exercise by SP of any right of set-off available to it or any Security Interest to be taken in the future by SP in respect of any of the SP Properties or pursuant to either paragraph 2.2.11 or 2.2.16 of Part 5 of the schedule to the SP Coal Supply Agreement;
 - 1.3 no consent of any of the Secured Creditors will be required in respect of any Security Interest of the types contemplated in sub-paragraphs (iii) – viii) of the definition of "Permitted Security Interest" where it appears in Clause 1.2 of the Multi-option Facility Agreement.
- 2 The Royal Bank of Scotland plc (in any capacity) shall not take or create any new Security Interest in respect of the SP Properties without the prior written consent of SP (which consent shall not be unreasonably withheld or delayed in the case of a new standard security postponed to and ranking second to a standard security taken and held by SP).
- 3 The Royal Bank of Scotland plc (in any capacity) shall not take or create any new Security Interest in respect of Gasswater without the prior written consent of the Secretary of State (which consent shall not be unreasonably withheld or delayed in the case of a new standard security postponed to and ranking second to a standard security taken and held by the Secretary of State).

PAPER APART 3

EXPRESSIONS DEFINED IN PAPER APART 4 APPLY IN THIS PAPER APART.

RANKING OF SECURITIES

Notwithstanding the respective dates of creation or registration of any Security Document or any instrument of alteration in relation to any Security Document or any provisions contained in any Security Document or any such instrument of alteration other than any priority of ranking in favour of the Authority the parties agree and acknowledge that the security interests constituted by the Security Documents shall rank in the following order of priority:-

1. with regard to Broken Cross:-

- 1.1 the Broken Cross Bank Standard Security and the Broken Cross Further Bank Security to the extent of the Bank Priority; then
- 1.2 the Broken Cross SP Fixed Security and the Broken Cross Further SP Fixed Security to the extent of the SP Priority; then
- 1.3 the SCC Bank Floating Charge to the extent of the Bank Priority; then
- 1.4 the SCC SP Floating Charge and the SCC Secretary of State 1998 Floating Charge shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date (up to a maximum of the SP Priority) and the amounts of the Secretary of State 1998 Liabilities (up to a maximum of the Secretary of State Priority) shall be payable *pro rata* to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then
- 1.5 the Broken Cross Bank Standard Security and the Broken Cross Further Bank Security in respect of all further sums secured thereby and the Broken Cross SP Fixed Security and the Broken Cross Further SP Fixed Security in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the Bank Liabilities outstanding on the relevant date and the amount of the SP Liabilities outstanding on the relevant date shall be payable *pro rata* to the Security Trustee and SP according to the

proportion which each such amount bears to the aggregate of such amounts; then

- 1.6 the SCC Bank Floating Charge in respect of all further sums secured thereby the SCC SP Floating Charge in respect of all further sums secured thereby and the SCC Secretary of State 1998 Floating Charge in respect of all further sums secured thereby shall rank pari passu such that the amounts of the Bank Liabilities outstanding on the relevant date, the SP Liabilities outstanding on the relevant date and the Secretary of State 1998 Liabilities outstanding on the relevant date shall be payable pro rata to the Security Trustee, SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then
- 1.7 the SCC Secretary of State 1994 Floating Charge;
2. with regard to St Ninians:-
 - 2.1 the St Ninians SP Fixed Security to the extent of the SP Priority; then
 - 2.2 the St Ninians Bank Standard Security to the extent of the Bank Priority; then
 - 2.3 the SCC SP Restricted Floating Charge to the extent of the SP Priority; then
 - 2.4 the SCC Bank Floating Charge to the extent of the Bank Priority; then
 - 2.5 the SCC SP Floating Charge and the SCC Secretary of State 1998 Floating Charge shall rank pari passu such that the amounts of the SP Liabilities outstanding on the relevant date (up to a maximum of the SP Priority) and the amounts of the Secretary of State 1998 Liabilities (up to a maximum of the Secretary of State Priority) shall be payable pro rata to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then
 - 2.6 the St Ninians SP Fixed Security in respect of all further sums secured thereby and the St Ninians' Bank Standard Security in respect of all further sums secured thereby shall rank pari passu such that the amounts of the SP Liabilities outstanding on the relevant date and the amount of the Bank

Liabilities outstanding on the relevant date shall be payable pro rata to SP and the Security Trustee according to the proportion which each such amount bears to the aggregate of such amounts;

- 2.7 the SCC SP Floating Charge in respect of all further sums secured thereby the SCC Bank Floating Charge in respect of all further sums secured thereby and the SCC Secretary of State 1998 Floating Charge in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date, the Bank Liabilities outstanding on the relevant date and the Secretary of State 1998 Liabilities outstanding on the relevant date shall be payable pro rata to SP, the Security Trustee and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then
- 2.8 the SCC Secretary of State 1994 Floating Charge;
3. with regard to Pennyvenie:-
 - 3.1 the Pennyvenie SP Fixed Security to the extent of the SP Priority; then
 - 3.2 the Pennyvenie Bank Standard Security to the extent of the Bank Priority; then
 - 3.3 the SCC SP Restricted Floating Charge to the extent of the SP Priority; then
 - 3.4 the SCC Bank Floating Charge to the extent of the Bank Priority; then
 - 3.5 the SCC SP Floating Charge and the SCC Secretary of State 1998 Floating Charge shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date (up to a maximum of the SP Priority) and the amounts of the Secretary of State 1998 Liabilities (up to a maximum of the Secretary of State Priority) shall be payable pro rata to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then
 - 3.6 the Pennyvenie SP Fixed Security in respect of all further sums secured thereby and the Pennyvenie Bank Standard Security in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date and the amount of the Bank Liabilities outstanding on the relevant date shall be payable pro rata to SP

and the Security Trustee according to the proportion which each such amount bears to the aggregate of such amounts; then

3.7 the SCC SP Floating Charge in respect of all further sums secured thereby the SCC Bank Floating Charge in respect of all further sums secured thereby and the SCC Secretary of State 1998 Floating Charge in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date, the Bank Liabilities outstanding on the relevant date and the Secretary of State 1998 Liabilities outstanding on the relevant date shall be payable *pro rata* to SP, the Security Trustee and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then

3.8 the SCC Secretary of State 1994 Floating Charge;

4 with regard to House of Water:-

4.1 the House of Water SP Fixed Security to the extent of the SP Priority; then

4.2 the House of Water Bank Standard Security to the extent of the Bank Priority; then

4.3 the SCC SP Restricted Floating Charge to the extent of the SP Priority; then

4.4 the SCC Bank Floating Charge to the extent of the Bank Priority; then

4.5 the SCC SP Floating Charge and the SCC Secretary of State 1998 Floating Charge shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date (up to a maximum of the SP Priority) and the amounts of the Secretary of State 1998 Liabilities (up to a maximum of the Secretary of State Priority) shall be payable *pro rata* to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then

4.6 the House of Water SP Fixed Security in respect of all further sums secured thereby and the House of Water Bank Standard Security in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date and the amount of the Bank Liabilities outstanding on the relevant date shall be

payable pro rata to SP and the Security Trustee according to the proportion which each such amount bears to the aggregate of such amounts; then

4.7 the SCC SP Floating Charge in respect of all further sums secured thereby the SCC Bank Floating Charge in respect of all further sums secured thereby and the SCC Secretary of State 1998 Floating Charge in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date, the Bank Liabilities outstanding on the relevant date and the Secretary of State 1998 Liabilities outstanding on the relevant date shall be payable pro rata to SP, the Security Trustee and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then

4.8 the SCC Secretary of State 1994 Floating Charge;

5. with regard to Spireslack:-

5.1 the Spireslack SP Fixed Security to the extent of the SP Priority; then

5.2 the Spireslack Bank Standard Security to the extent of the Bank Priority; then

5.3 the SCC SP Restricted Floating Charge to the extent of the SP Priority; then

5.4 the SCC Bank Floating Charge to the extent of the Bank Priority; then

5.5 the SCC SP Floating Charge and the SCC Secretary of State 1998 Floating Charge shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date (up to a maximum of the SP Priority) and the amounts of the Secretary of State 1998 Liabilities (up to a maximum of the Secretary of State Priority) shall be payable pro rata to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then

5.6 the Spireslack SP Fixed Security in respect of all further sums secured thereby and the Spireslack Bank Standard Security in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date and the amount of the Bank Liabilities outstanding on the relevant date shall be payable pro rata to SP

and the Security Trustee according to the proportion which each such amount bears to the aggregate of such amounts; then

- 5.7 the SCC SP Floating Charge in respect of all further sums secured thereby the SCC Bank Floating Charge in respect of all further sums secured thereby and the SCC Secretary of State 1998 Floating Charge in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date, the Bank Liabilities outstanding on the relevant date and the Secretary of State 1998 Liabilities outstanding on the relevant date shall be payable *pro rata* to SP, the Security Trustee and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then
- 5.8 the SCC Secretary of State 1994 Floating Charge;
6. with regard to Gasswater:-
 - 6.1 the Gasswater Secretary of State Fixed Security to the extent of the Secretary of State Priority; then
 - 6.2 the Gasswater Bank Standard Security, the Gasswater Further Bank Security and the Powharnal Bank Standard Security insofar as it relates to Gasswater to the extent of the Bank Priority; then
 - 6.3 the SCC Bank Floating Charge to the extent of the Bank Priority; then
 - 6.4 the SCC SP Floating Charge and the SCC Secretary of State 1998 Floating Charge shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date (up to a maximum of the SP Priority) and the amounts of the Secretary of State 1998 Liabilities (up to a maximum of the Secretary of State Priority) shall be payable *pro rata* to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then
 - 6.5 the Gasswater Secretary of State Standard Security and the Secretary of State Further Gasswater Standard Security in respect of all further sums secured thereby and the Gasswater Bank Standard Security, the Gasswater Further Bank Security and the Powharnal Bank Standard Security in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the Secretary of State 1998 Liabilities outstanding

on the relevant date and the amount of the Bank Liabilities outstanding on the relevant date shall be payable pro rata to the Secretary of State and the Security Trustee according to the proportion which each such amount bears to the aggregate of such amounts; then

6.6 the SCC Bank Floating Charge in respect of all further sums secured thereby the SCC SP Floating Charge in respect of all further sums secured thereby and the SCC Secretary of State 1998 Floating Charge in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date, the Bank Liabilities outstanding on the relevant date and the Secretary of State 1998 Liabilities outstanding on the relevant date shall be payable pro rata to SP, the Security Trustee and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then

6.7 the SCC Secretary of State 1994 Floating Charge;

7. with regard to Loch Fitty House:-

7.1 the Loch Fitty House SP Standard Security to the extent of the SP Priority; then

7.2 the Loch Fitty House Bank Standard Security to the extent of the Bank Priority; then

7.3 the SCC SP Restricted Floating Charge to the extent of the SP Priority; then

7.4 the SCC Bank Floating Charge to the extent of the Bank Priority; then

7.5 the SCC SP Floating Charge and the SCC Secretary of State 1998 Floating Charge shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date (up to a maximum of the SP Priority) and the amounts of the Secretary of State 1998 Liabilities (up to a maximum of the Secretary of State Priority) shall be payable pro rata to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then

7.6 the Loch Fitty House SP Standard Security in respect of all further sums secured thereby and the Loch Fitty House Bank Standard Security in

respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date and the amount of the Bank Liabilities outstanding on the relevant date shall be payable pro rata to SP and the Security Trustee according to the proportion which each such amount bears to the aggregate of such amounts; then

7.7 the SCC SP Floating Charge in respect of all further sums secured thereby the SCC Bank Floating Charge in respect of all further sums secured thereby and the SCC Secretary of State 1998 Floating Charge in respect of all further sums secured thereby shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date, the Bank Liabilities outstanding on the relevant date and the Secretary of State 1998 Liabilities outstanding on the relevant date shall be payable pro rata to SP, the Security Trustee and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then

7.8 the SCC Secretary of State 1994 Floating Charge;

8. and otherwise:-

8.1 the Bank Security Documents (other than the Bank Fixed Security) to the extent of the Bank Priority; then

8.2 the SP Security Documents (other than St Ninians SP Fixed Security, Pennyvenie SP Fixed Security, House of Water SP Fixed Security, Spireslack SP Fixed Security, the Broken Cross SP Fixed Security and the Loch Fitty House SP Standard Security), and the Secretary of State Security Documents (other than the Gasswater Secretary of State Fixed Security and the Secretary of State 1994 Security Documents) shall rank *pari passu* such that the amounts of the SP Liabilities outstanding on the relevant date (up to a maximum of the SP Priority) and the amounts of the Secretary of State 1998 Liabilities (up to a maximum of the Secretary of State Priority) shall be payable pro rata to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then

8.3 the Bank Security Documents in respect of all further sums secured thereby; then

- 8.4 the SP Security Documents (other than the Broken Cross SP Fixed Security, the House of Water SP Fixed Security, the Pennyvenie SP Fixed Security, the Spireslack SP Fixed Security, the St Ninians SP Fixed Security and the Loch Fitty House SP Standard Security) in respect of all further sums secured thereby and the Secretary of State Security Documents (other than the Gasswater Secretary of State Fixed Security and the Secretary of State 1994 Security Documents) in respect of all further sums secured thereby shall rank *pari passu* such that the amount of the SP Liabilities outstanding on the relevant date and the amount of the Secretary of State 1998 Liabilities outstanding on the relevant date shall be payable *pro rata* to SP and the Secretary of State according to the proportion which each such amount bears to the aggregate of such amounts; then
- 8.5 the Secretary of State 1994 Security Documents; then
- 8.6 the SE Security Documents in respect of all sums thereby secured; then
- 8.7 the MSL Security Documents in respect of all sums thereby secured; then
- 8.8 the Lombard Security Documents in respect of all sums thereby secured;

provided that the MSL Bank Pledge shall rank on the Pledged Account before the Security Documents in respect of the Deep Mine Overdraft Facility and MSL's obligations under the MSL Bank Guarantee. The MSL Bank Pledge shall not form part, and is not included within the definition, of Bank Security Documents.

PAPER APART 4

In Papers Apart 1, 2 and 3 each of the following expressions have, except where the context otherwise requires, the meaning shown opposite it:-

"Act"	Coal Industry Act 1994;
"Advance"	the amount of the drawing made or to be made following the delivery of a Drawing Notice under Clause 5.2 of the Term Loan Agreement (or as the context may require, the amount thereof for the time being outstanding);
"Agent"	The Royal Bank of Scotland plc or any successor as agent of the Banks under the Term Loan Agreement;
"Authority"	the Coal Authority, established pursuant to Section 1 of the Act;
"Banks"	The Royal Bank of Scotland plc and its successors, transferees and assignees which are for the time being participating in the Term Loan Facility or the Loan;
"Bank Fixed Security"	the St Ninians Bank Standard Security, the Pennyvenie Bank Standard Security, the House of Water Bank Standard Security, the Spireslack Bank Standard Security, the Gasswater Bank Standard Security, the Gasswater Further Bank Security, the Powharnal Bank Standard Security to the extent it relates to Gasswater, the Broken Cross Bank Standard Security, the Broken

Cross Further Bank Security and the Loch Fitty House Bank Standard Security;

"Bank Liabilities"

all present and future liabilities (whether actual or contingent) payable or owing or expressed to be payable or owing by the Borrowers or any of them to The Royal Bank of Scotland plc as Agent under the Term Loan Agreement and/or the Banks and/or the Security Trustee and/or the MOF Bank or any of them under or in connection with all or any of the Financing Documents or under or in connection with the Fuel Hedging, together with:-

- (i) any refinancing, novation, refunding, deferral or extension of any of those liabilities;
- (ii) any further amounts that may be made available to the Borrowers (or any of them) by The Royal Bank of Scotland plc as Agent under the Term Loan Agreement and/or the Banks and/or the Security Trustee and/or the MOF Bank under any agreement expressed to be supplemental to (or a replacement for) any Financing Document plus all interest, fees, and commission costs in connection therewith;
- (iii) any claim for damages or restitution in the event of rescission of any of the liabilities referred to above or otherwise in connection with the Financing Documents;

- (iv) any claim against the Borrowers flowing from the recovery by the Borrowers of a payment or discharge in respect of those liabilities on grounds of preference or otherwise; and
- (v) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

"Bank Priority"

Bank Liabilities not exceeding £42,300,000 together with interest on that amount and all commission, charges, fees, costs and expenses incurred in connection therewith;

"Bank Security Documents"

(i) all documents executed or to be executed in order to give the Security Trustee (or the Agent or any Bank or the MOF Bank) security or any other form of support in connection with any of the Facilities or any Financing Document (ii) any document constituting or conferring any security interest (or right of similar effect) in favour of RBS (in any capacity) in respect of any cash sum or deposit attributable or related to any bond, guarantee or similar instrument to be issued by RBS (in any capacity) in respect of any of the Properties to meet the bonding requirements of the Authority

and/or a Section 75 Agreement in circumstances not contemplated by the Multi-option Facility Agreement; and (iii) any other document approved in writing by SP, the Secretary of State, SE and Lombard which constitutes or confers any security interest (or right of similar effect) in favour of RBS (in any capacity) in respect of any cash sum or deposit attributable or related to any bond, guarantee or similar instrument to be issued by RBS (in any capacity) at the request of any member of the Group;

"Borrowers"

the Companies and any other member of the Group to which facilities are made available pursuant to any Financing Document;

"Broken Cross"

the opencast site known as and forming Broken Cross comprising the subjects shown delineated in yellow and the subjects shown delineated in blue on the plan marked "Plan 1" annexed and executed as relative to the Ranking Agreement including but not limited to the subjects described in the Broken Cross SP Standard Security and the Broken Cross Further SP Fixed Security;

"Broken Cross Bank
Standard Security"

the standard security by SCC in favour of RBS as Security Trustee dated 29 April 1996 and registered in the Land Register of Scotland formerly under Title Numbers LAN 81001, LAN 1275, LAN 29508, LAN 81991, LAN 54739, LAN 54740, LAN

	68109, LAN 67867, LAN 76773 and LAN 76775 now amalgamated and registered in the Land Register of Scotland under Title Number LAN 111748;
"Broken Cross Further Bank Security"	the standard security by SCC in favour of the Security Trustee dated 21 April 1999 and registered under Title number LAN 125413;
"Broken Cross Further SP Fixed Security"	the standard security granted by SCC in favour of SP dated 6 August 2001.
"Broken Cross SP Fixed Security"	the Broken Cross SP Standard Security and the Broken Cross Further SP Fixed Security;
"Broken Cross SP Standard Security"	the standard security by SCC dated 10 May 1998 in favour of SP in respect of Broken Cross;
"Castlebridge"	Castlebridge Plant Limited;
"Companies"	MSL, SCC, Deep Mine, Castlebridge and Scottish Coal Contracts;
"Deep Mine"	The Scottish Coal (Deep Mine) Company Limited;
"Deep Mine MSL Floating Charge"	the floating charge by Deep Mine in favour of MSL executed on 24 May 1999;
"Deep Mine Overdraft Facility"	the £8,500,000 overdraft facility made available by RBS to Deep Mine on 24 May 1999, as amended by (i) a supplemental agreement among Deep Mine, SE, RBS and MSL dated 26, 29 and 30 November

1999, (ii) a further supplemental agreement among Deep Mine, SE, RBS and MSL dated 31 May and 2 June 2000, (iii) a further supplemental agreement among Deep Mine, SE, RBS and MSL dated 6, 7 and 12 July 2000, (iv) a further supplemental agreement among Deep Mine, SE, RBS and MSL dated 31 July and 1 August 2000, (v) a further supplemental agreement among Deep Mine, SE, RBS and MSL dated 2, 12 and 20 October 2000 (vi) a further supplemental agreement among Deep Mine, SE, RBS and MSL dated 3, 5 and 17 April 2001, (vii) a further supplemental agreement among Deep Mine, SE, RBS and MSL dated 4, 5, 7 and 8 June 2001 (viii) a further supplemental agreement among Deep Mine, SE, RBS and MSL dated 4, 6 and 10 July 2001 (ix) a further supplemental agreement among Deep Mine, SE, RBS and MSL dated 6, 7 and 8 August 2001 and (x) supplemental facility letters issued by RBS to Deep Mine dated 8 February, 8 March, and 31 March 2000 as further amended from time to time;

"Deep Mine SE Floating Charge"	the floating charge by Deep Mine in favour of SE executed on 24 May 1999;
"Deep Mine SP Floating Charge"	the floating charge by Deep Mine in favour of SP executed on 10 May 1998;
"Deferral Agreement"	the agreement dated 1 and 2 April 1998 between the Secretary of State for Trade and Industry, MSL and SCC to defer the

	Deferred Consideration as amended by the Deferral Agreement Amending Agreement;
"Deferral Agreement Amending Agreement"	the agreement dated 24 and 27 May 1999 between the Secretary of State for Trade and Industry, MSL and SCC to amend the Deferral Agreement;
"Drawing Notice"	a notice of drawing substantially in the form set out in Part 2 of the Schedule to the Term Loan Agreement duly completed and signed on behalf of SCC;
"Excluded Subsidiaries"	Mining (Scotland) Trustees UK Limited (registered number SC154409), Mining (Scotland) Trustees Jersey Limited (registered number SC154409) and Game Fisheries Limited (registered number SC047223);
"Facilities"	the term loan made available pursuant to the Term Loan Agreement and the multi-option facility made available pursuant to the Multi-option Facility Agreement ;
"Financing Documents"	the Term Loan Agreement, the Ranking Agreement, the Multi-option Facility Agreement and the Security Documents;
"Fuel Hedging"	the separate dealing line under which RBS and SCC may enter into foreign exchange transactions subject to the standard terms of the 1992 ISDA Master Agreement;
"Gasswater"	the opencast site known as and forming Gasswater comprising the subjects shown

delineated in light brown and the subjects delineated in blue under exception of the electricity sub-station site the approximate location of which is shown marked in red all on the plan marked 6 annexed and executed as relative to the Ranking Agreement including but not limited to the subjects described in the Gasswater Secretary of State Standard Security, the Gasswater Further Bank Security and the Secretary of State Further Gasswater Standard Security;

"Gasswater Bank
Standard Security"

the standard security by SCC in favour of The Royal Bank of Scotland plc as Security Trustee dated 29 April and recorded in the Division of the General Register of Sasines applicable to the county of Ayr on 23 May, both dates in 1996;

"Gasswater Development
Land Secretary of State
Standard Security"

the standard security granted by SCC in favour of the Secretary of State dated 25 April 2000 and recorded in the Division of the General Register of Sasines applicable to the County of Ayr on 29 May 2000 over the land owned by SCC including and comprising land which is subject to the Conservation Management Plan referred to in Clause 2.8 of the Minute of Agreement entered into among East Ayrshire Council and SCC and The Royal Bank of Scotland plc;

"Gasswater Further
Bank Security"

the standard security by SCC in favour of the Security Trustee dated 21 April 1999 and recorded in the Division of the General

	Register of Sasines applicable to the County of Ayr on 17 June 1999 relating to subjects at Whitehole, Gasswater;
"Gasswater Lease Secretary of State Standard Security"	the standard security granted by SCC in favour of the Secretary of State dated 5 February 1999 and registered under Title Numbers AYR 17482 and AYR 17481;
"Gasswater Secretary of State Assignment"	the assignation by SCC in favour of the Secretary of State dated 13 May 1998 relating to the operating licence in respect of Gasswater opencast site, Ayrshire;
"Gasswater Secretary of State Fixed Security"	Gasswater Secretary of State Standard Security, Gasswater Secretary of State Assignment, Gasswater Lease Secretary of State Standard Security, Gasswater Secretary of State Undertaking and Assignment, Gasswater Development Land Secretary of State Standard Security and Secretary of State Further Gasswater Standard Security;
"Gasswater Secretary of State Standard Security"	the standard security by SCC dated 10 May 1998 and registered in the Division of the General Register of Sasines applicable to the county of Ayr on 18 May 1998 in favour of the Secretary of State relating to Gasswater;
"Gasswater Secretary of State Undertaking and Assignment"	the undertaking and assignation by SCC in favour of the Secretary of State relative to inter alia the Option Agreement dated 31 October 1994 between The Coal Authority and The British Coal Corporation relating to Gasswater dated on 13 May 1998;

"Group"	MSL and its Subsidiaries but excluding the Excluded Subsidiaries and the Ultimate Parent;
"House of Water"	the opencast site known as and forming House of Water comprising the subjects shown delineated in yellow and the subjects shown delineated in blue and the subjects coloured red on the plan marked "Plan 2" annexed and executed as relative to the Ranking Agreement including but not limited to the subjects described in the House of Water SP Standard Security;
"House of Water Bank Standard Security"	the standard security by SCC in favour of The Royal Bank of Scotland plc as Security Trustee dated 29 April and recorded in the Division of the General Register of Sasines applicable to the County of Ayr on 23 May, both dates in 1996;
"House of Water SP Fixed Security"	House of Water SP Standard Security, the SP Assignment insofar as it relates to House of Water, and any additional fixed security to be taken by SP in the future in respect of House of Water in accordance with Clause 5.1.2 of the Ranking Agreement;
"House of Water SP Standard Security"	the standard security by SCC dated 13 May 1998 in favour of SP relating to House of Water;

"Loan"	the aggregate principal amount of the Advances from time to time outstanding under the Term Loan Agreement;
"Loch Fitty House"	the subjects known as and forming Loch Fitty House comprising the subjects registered in the Land Register of Scotland under Title Number FFE 27601 including but not limited to the subjects described in the Loch Fitty House Bank Standard Security and the Loch Fitty House SP Standard Security;
"Loch Fitty House Bank Standard Security"	the standard security by SCC in favour of The Royal Bank of Scotland plc as Security Trustee registered in the Land Register of Scotland under Title Number FFE 27601;
"Loch Fitty House SP Standard Security"	the standard security by SCC in favour of SP dated 6 August 2001 in respect of Loch Fitty House;
"Lombard"	Lombard North Central plc;
"Lombard Security Documents"	the SCC Lombard Floating Charge;
"MOF Bank"	The Royal Bank of Scotland plc in its capacity as the bank making facilities available pursuant to the Multi-option Facility Agreement;
"MSL"	Mining (Scotland) Limited;
"MSL Bank Guarantee"	the guarantee by MSL in favour of RBS executed on 24 May 1999 in respect of

	Deep Mine's obligations in relation to the Deep Mine Overdraft Facility;
"MSL Bank Pledge"	the pledge by MSL in favour of RBS executed on 24 May 1999 over the Pledged Account to secure its obligations under the MSL Bank Guarantee;
"MSL Security Documents"	the Deep Mine MSL Floating Charge;
"MSL Secretary of State 1994 Floating Charge"	floating charge by MSL in favour of the Secretary of State dated 30 December 1994;
"MSL Secretary of State 1998 Floating Charge"	floating charge by MSL in favour of the Secretary of State dated 10 May 1998;
"MSL SP Floating Charge"	floating charge by MSL in favour of SP dated 10 May 1998;
"Multi-option Facility Agreement"	the agreement dated 4 and 6 July 2001 between the Companies, RBS as Bank and RBS as Security Trustee, in respect of a £10,000,000 multi-option facility;
"Pennyvenie"	the opencast site known as and forming Pennyvenie and Chalmerston North comprising the subjects shown delineated in yellow and the subjects shown delineated in blue and hatched/coloured red and those two strips of ground shown coloured green all on the plan marked "Plan 3" annexed and executed as relative to the Ranking Agreement including but not

	limited to the subjects described in the Pennyvenie SP Standard Security;
"Pennyvenie Bank Standard Security"	the standard security by SCC in favour of RBS as Security Trustee dated 29 April and recorded in the Division of the General Register of Sasines applicable to the County of Ayr on 23 May both dates in 1996 relating to subjects known as Chalmerston opencast site and North Chalmerston prospective opencast site;
"Pennyvenie Further SP Standard Security"	the standard security by SCC in favour of SP dated 6 August 2001 in respect of Pennyvenie;
"Pennyvenie SP Fixed Security"	Pennyvenie SP Standard Security, Pennyvenie Further SP Standard Security, the SP Assignment insofar as it relates to Pennyvenie, and any additional fixed security to be taken by SP in the future in respect of Pennyvenie in accordance with Clause 5.1.2 of the Ranking Agreement;
"Pennyvenie SP Standard Security"	the standard security by SCC dated on or about 10 May 1998 in favour of SP relating to Pennyvenie;
"Pledged Account"	means account number 10332551 with RBS in the name of MSL;
"Powharnal Bank Standard Security"	the standard security by SCC in favour of RBS as Security Trustee dated 29 April and recorded in the Division of the General Register of Sasines applicable to the County of Ayr on 23 May, both dates in

	1996 relating to the subjects known as Powharnal Opencast Site;
"Properties"	the open cast sites listed by name in the Schedule to the Ranking Agreement together with any other operational and/or prospective open cast sites owned or leased by any member of the Group in the future;
"Ranking Agreement"	the ranking agreement dated 13, 18, 20 and 26 September and 6 November all in the year 2001 and 12 February, 28 March and 2 April in the year 2002 between the Security Trustee, the Companies, SP, the Secretary of State, SE, Lombard, RBS as Agent under the Term Loan Agreement, RBS as Bank under the Term Loan Agreement and RBS as MOF Bank;
"RBS"	The Royal Bank of Scotland plc;
"SCC"	The Scottish Coal Company Limited;
"SCC Bank Floating Charge"	floating charge by SCC in favour of RBS as Security Trustee dated 29 December 1994;
"SCC Lombard Floating Charge"	floating charge by SCC in favour of Lombard dated 19 June 2001;
"SCC Secretary of State 1994 Floating Charge"	floating charge by SCC in favour of the Secretary of State dated 30 December 1994;
"SCC Secretary of State"	floating charge by SCC in favour of the

1998 Floating Charge"	Secretary of State dated on or about 10 May 1998;
"SCC SP Floating Charge"	floating charge by SCC in favour of SP dated 10 May 1998;
"SCC SP Restricted Floating Charge"	floating charge by SCC in favour of SP dated 10 May 1998 relating to the SP Properties;
"Scottish Coal Contracts"	Scottish Coal Contracts Limited;
"Secretary of State"	the Secretary of State for Trade and Industry;
"SE"	Scottish Enterprise;
"Secretary of State 1994 Security Documents"	MSL Secretary of State 1994 Floating Charge and SCC Secretary of State 1994 Floating Charge;
"Secretary of State 1998 Liabilities"	all present and future liabilities (whether actual or contingent) payable or owing or expressed to be payable or owing by MSL and/or SCC in respect of (i) the liabilities of MSL under the Deferral Agreement; and (ii) the liabilities of SCC under the Deferral Agreement and a guarantee and indemnity granted by SCC in favour of the Secretary of State dated 10 May 1998, together, in each case, with interest, costs, charges and expenses incurred in connection therewith;
"Secretary of State Priority"	Secretary of State 1998 Liabilities not exceeding £4,592,500 together with

	interest on that amount and all commission, charges, fees, costs and expenses incurred in connection therewith;
"SE Security Documents"	the Deep Mine SE Floating Charge;
"Secretary of State Further Gasswater Standard Security"	the standard security by SCC in favour of the Secretary of State over 4.02 hectares or thereby at Whitehole, Gasswater, as described therein dated 18 December 1998 and recorded in the Division of the General Register of Sasines applicable to the County of Ayr on 27 January 1999;
"Secretary of State Security Documents"	Gasswater Secretary of State Fixed Security, Secretary of State 1994 Security Documents, MSL Secretary of State 1998 Floating Charge, SCC Secretary of State 1998 Floating Charge;
"Section 75 Agreement"	an agreement entered into pursuant to Section 75 of The Town & Country Planning (Scotland) Act 1997 and/or Section 50 of The Town & Country Planning (Scotland) Act 1972;
"Secured Creditors"	RBS, SP, SE, MSL, the Secretary of State and Lombard and "Secured Creditor" means any of them;
"Security Documents"	the Bank Security Documents, the SP Security Documents, the Secretary of State Security Documents, the MSL Security Documents, the SE Security Documents and the Lombard Security Documents;

"Security Interest"	any floating charge, standard security, mortgage, charge, pledge, assignation, assignment in security or other security interest;
"Security Trustee"	RBS or any successor as security trustee under the Trust Deed;
"SP"	Scottish Power Generation Limited who acquired the interest of Scottish Power UK plc in the SP Coal Supply Agreement and the SP Security Documents by virtue of a transfer scheme made by Scottish Power UK plc on 3 September 2001 pursuant to Schedule 7 to the Utilities Act 2000 and approved by the Secretary of State on 27 September 2001,
"SP Assignation"	the assignation dated on or about 10 May 1998 of the Coal Exploration Licences, the Operating (Open Cast) (Conditional) Licences and the option agreements granted by the Secretary of State in favour of British Coal Corporation in respect of the SP Properties all dated 31 October 1994;
"SP Coal Supply Agreement"	a coal supply agreement dated on or about 10 May 1998 among SP and the Companies except Scottish Coal Contracts and Castlebridge;
"SP Liabilities"	all present and future liabilities (whether actual or contingent) payable or owing or expressed to be payable or owing by each of the Companies, except Scottish Coal Contracts and Castlebridge, to SP in terms

	of the SP Coal Supply Agreement together with interest, costs, charges and expenses incurred in connection therewith;
"SP Priority"	SP Liabilities not exceeding £14,000,000 together with interest on that amount and charges, fees, costs and expenses incurred in connection therewith;
"SP Properties"	House of Water, Pennyvenie, Spireslack, St Ninians, Loch Fitty House;
"SP Security Documents"	MSL SP Floating Charge, SCC SP Floating Charge, SCC SP Restricted Floating Charge, Deep Mine SP Floating Charge, SP Assignment and any additional security documents to be taken by SP either in respect of the SP Properties, or pursuant to either paragraph 2.2.11 or 2.2.16 of Part 5 of the schedule to the SP Coal Supply Agreement;
"Spireslack"	the opencast site known as and forming Spireslack comprising the subjects shown delineated in yellow and the subjects shown delineated in blue on the plan marked "Plan 4" annexed and executed as relative to the Ranking Agreement including but not limited to the subjects described in the Spireslack SP Standard Security;
"Spireslack Bank Standard Security"	the standard security by SCC in favour of RBS as Security Trustee dated 29 April and recorded in the Division of the General Register of Sasines applicable to the

County of Ayr on 7 October, both dates in 1996 and also registered in the Land Register of Scotland under Title Number LAN 77805 on 5 November 1996 relating to the subjects known as Spireslack;

"Spireslack SP Fixed Security"

Spireslack SP Standard Security, the SP Assignment insofar as it relates to Spireslack, and any additional fixed security to be taken by SP in the future in respect of Spireslack in accordance with Clause 5.1.2 of the Ranking Agreement;

"Spireslack SP Standard Security"

the standard security by SCC dated on or about 10 May 1998 in favour of SP relating to Spireslack;

"St Ninians"

the opencast site known as and forming St Ninians/Greenbank comprising the subjects shown delineated in yellow and the subjects shown delineated in blue and the subjects shown coloured red on the plan marked "Plan 5" annexed and executed as relative to the Ranking Agreement including but not limited to the subjects described in the St Ninians SP Standard Security;

"St Ninians Bank Standard Security"

the standard security by SCC in favour of RBS as Security Trustee dated 29 April 1996 and registered in the Land Register of Scotland under Title Number FFE 3662 relating to the subjects known as Greenbank prospective opencast site;

"St Ninians SP Fixed"

St Ninians SP Standard Security, the SP

Security"	Assignment insofar as it relates to St Ninians, and additional fixed security to be taken by SP in the future in respect of St Ninians in accordance with Clause 5.1.2 of the Ranking Agreement;
"St Ninians SP Standard Security"	the standard security by SCC dated 10 May 1998 in favour of SP relating to St Ninians;
"Subsidiary"	(a) a subsidiary (as defined in section 736 of the Companies Acts 1985) for the time being of MSL and (b) a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) from time to time of MSL (and "Subsidiaries" shall refer to all such subsidiaries and subsidiary undertakings provided for all purposes of the Financing Documents any reference to a Subsidiary or Subsidiaries shall exclude the Excluded Subsidiaries);
"Term Loan Agreement"	the loan agreement dated 4 and 6 July 2001 among SCC, The Royal Bank of Scotland plc as Security Trustee, The Royal Bank of Scotland plc as Agent and the Banks therein referred to in respect of a £3,000,000 secured syndicated term loan facility;
"Term Loan Facility"	the term loan facility the terms and conditions of which are set out in the Term Loan Agreement;
"Trust Deed"	the Trust Deed dated 29 December 1994 among <i>inter alia</i> , The Royal Bank of

Scotland plc as the Security Trustee, The Royal Bank of Scotland plc as Agent and certain banks in respect of certain security documents as amended;

"Ultimate Parent"

Parkburn Limited (registered number 133821).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 180022

I hereby certify that particulars of an instrument of alteration dated
2 APRIL 2002

were delivered pursuant to section 410 of the Companies Act, 1985,
on 12 APRIL 2002.

The instrument relates to a charge created on 24 MAY 1999

by THE SCOTTISH COAL (DEEP MINE) COMPANY LIMITED

in favour of MINING (SCOTLAND) LIMITED

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
15 APRIL 2002



C O M P A N I E S H O U S E



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC180022 CHARGE: 7

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
02/06/1999		24/ 5/99 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	MINING (SCOTLAND) LIMITED

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC180022 CHARGE: 7

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of 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 the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC180022 CHARGE: 7

Instruments of Alteration to a Floating Charge

(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
	<p>SCOTTISH POWER plc AND OTHERS THE ROYAL BANK OF SCOTLAND plc THE SCOTTISH COAL COMPANY LIMITED MINING (SCOTLAND) LIMITED</p> <p>SCOTTISH COAL CONTRACTS LIMITED AND OTHERS THE SCOTTISH COAL (DEEP MINE) COMPANY LIMITED THE SCOTTISH COAL COMPANY LIMITED MINING (SCOTLAND) LIMITED</p>				