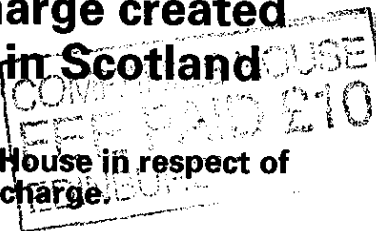


**Particulars of an instrument of
alteration to a floating charge created
by a company registered in Scotland**

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 lettering

* insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

6

SC195923

Name of company

*Loch Duart Limited ("the Company")

Date of creation of the charge (note 1)

2 May 2000

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

Floating Charge ("Trouw's Floating Charge")

Names of the persons entitled to the charge

Trouw (UK) Limited (Company Number 291738), having its Registered Office
at Minsal Works, Wincham, Northwich, Cheshire CW9 6DF ("Trouw")

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.

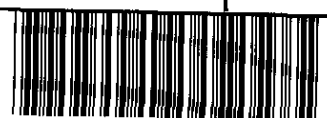
Presentor's name address and
reference (if any):

Shepherd & Wedderburn
Saltire Court
20 Castle Terrace
Edinburgh EH1 2ET
DX 553049 Edinburgh-18

For official use (02/00)

Charges Section

Post room



SCT SMY6E2EC 0285
COMPANIES HOUSE 16/07/01

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

*Please do not
write in
this margin*

(1) Trouw (UK) Limited (Company Number 291738), having its Registered Office at Minsal Works, Wincham, Northwich, Cheshire CW9 6DF.

(2) HSBC Bank plc (Company Number 14259), having its Registered Office at Poultry, London EC2P 2BX.

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

Date(s) of execution of the instrument of alteration

Letter of Consent from Trouw addressed to HSBC Bank plc dated 9 May 2001 and corresponding Letter of Acknowledgement from HSBC Bank plc addressed to Trouw dated 3 July 2001.

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking *pari passu* with the floating charge

None

Short particulars of any property released from the floating charge

None

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

N/A

Please do not
write in
this margin

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

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

The Standard Security granted by the Company in favour of HSBC Bank plc dated 12 April 2001 and recorded 1 May 2001 over 43 Achlochan, Scourie ("the HSBC Standard Security") will rank ahead of Trouw's Floating Charge provided that, for the avoidance of doubt and for the purpose of determining the ranking of the HSBC Standard Security and HSBC Floating Charge pursuant to the Ranking Agreement dated 12 and 15 May and 7, 13 and 16 June 2000 ("the Ranking Agreement"), any amount recovered by HSBC Bank plc under the HSBC Standard Security shall be deducted from the HSBC Priority Debt. The expressions "HSBC Floating Charge" and "HSBC Priority Debt" shall have the meanings given to them in the Ranking Agreement.

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

None

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

Signed Shepherd & Waddell Date 13/07/01
On behalf of ~~(company)~~ [chargee]

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

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

† delete as appropriate

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 195923

I hereby certify that particulars of an instrument of alteration dated
3 JULY 2001

were delivered pursuant to section 410 of the Companies Act, 1985,
on 16 JULY 2001.

The instrument relates to a charge created on 2 MAY 2000

by LOCH DUART LIMITED

in favour of TROUW (UK) LIMITED

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
18 JULY 2001



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: SC195923 CHARGE: 2

(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
14/12/1999		6/12/99 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	HSBC INVOICE FINANCE (UK) 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: SC195923 CHARGE: 2

(8) 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.	(9) 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.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act

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

COMPANY: SC195923 CHARGE: 2

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>HSBC INVOICE FINANCE (UK) LIMITED LOCH DUART LIMITED HSBC BANK plc</p> <p>DR ELIZABETH JEAN BALFOUR AND OTHERS ALAN JOHN BALFOUR HSBC INVOICE FINANCE (UK) LIMITED HSBC BANK PLC</p> <p>HSBC BANK PLC HSBC INVOICE FINANCE (UK) LIMITED</p>				

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: SC195923 CHARGE: 6

(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 aquisition 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
15/05/2000		2/ 5/00 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	TROUW (UK) 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: SC195923 CHARGE: 6

(8)	(9)	(10)	(11)	(12)		
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	Receiver		
				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: SC195923 CHARGE: 6

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. £
	LOCH DUART LIMITED GERALD CAVENDISH TROUW (UK) LIMITED DR ELIZABETH JEAN BALFOUR ALAN JOHN BALFOUR HSBC INVOICE FINANCE (UK) LIMITED HSBC BANK PLC HSBC BANK PLC TROUW (UK) LIMITED				