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COMPANIES FORM No. 466(Scot)

466

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

CHFP025

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margin

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

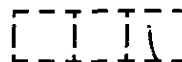
Pursuant to section 410 and 466 of the Companies Act 1985

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

For official use

Company number

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



SC263302

Name of company

DMWS 650 Limited (the "Company")

* insert full name
of company

Date of creation of the charge (note 1)

26 March 2004

Description 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 charge

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh, EH1 1YZ ("BoS").

Short particulars of all the property charged

The whole of the Assets of the Company.

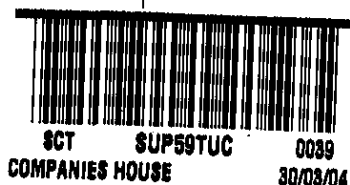
Presentor's name address and
reference (if any):

Maclay Murray & Spens
3 Glenfinlas Street
Edinburgh
EH3 6AQ

DX: ED137 Edinburgh
DFS/CRH/SMK/BAN.13.1054

For official use
Charges Section

Post room



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

DMWS 650 Limited (the "Company")

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh, EH1 1YZ ("BoS")

The "Group Companies" (as defined in Continuation Sheet 1)

The "Subordinated Creditors" (as defined in Continuation Sheet 1)

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this margin*

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

Date(s) of execution of the instrument of alteration

26 March 2004

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

During the Security Period, no Group Company will (and the Subordinated Creditors will not require any Group Company to) create or permit to subsist any Security Right over any of its assets for all or part of the Subordinated Debt or any guarantee (or other assurance against financial loss) for or in respect of all or any part of the Subordinated Debt, in either case other than by the security or guarantees conferred by the Subordinated Security Documents entered into on or before the date of the instrument of alteration.

See continuation sheet 1 for further definitions.

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

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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

BoS and the other Subordinated Creditors and the Group Companies acknowledge that the BoS Security Documents and the Subordinated Security Documents shall rank as follows:

1.1 the BoS Fixed Charges shall rank first to the extent of the BoS debt;

1.2 upon satisfaction in full of the BoS Fixed Charges, the BoS Floating Charges shall rank second to the extent of the BoS Debt;

1.3 upon satisfaction in full of the BoS Fixed Charges and the BoS Floating Charges, the security conferred by the Subordinated Security Documents to the extent of the Subordinated Debt;

1.4 if BoS agrees to release any Group Company's assets from the security conferred by the BoS Security Documents, the Subordinated Creditors will promptly execute each such release and each other necessary document to permit those assets to be held by the relevant Group Company or any acquirer from it free from the security conferred by the Subordinated Security Documents;

1.5 the Subordinated Creditors agree that during the Security Period documents of title to the property and assets charged by the Subordinated Security Documents shall be held by BoS and may be dealt with by BoS without reference to or consent of the Subordinated Creditors. BoS agrees to deliver all such documents to the Subordinated Creditors or other person entitled to them at the end of the Security Period;

1.7 subject to the provisions of this Agreement, the BoS Security Documents and the Subordinated Security Documents shall rank as continuing securities for the payment and discharge of all the liabilities and obligations the payment and/or discharge of which are thereby secured and shall not be affected by any fluctuation in the moneys, obligations and liabilities from time to time due, owing or incurred to BoS or by the existence at any time of a credit balance on any current or other account of all or any of the Group Companies with BoS.; and

1.8 each of BoS and the Subordinated Creditors hereby consent to the creation of the security and guarantees conferred by the BoS Security Documents and the Subordinated Security Documents.

See Continuation Sheet 1 for further definitions.

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

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

Signed  Date 30/3/04
On behalf of ~~XXXXXX~~ [chargee] †

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

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

Continuation sheet 1

To the Registrar of Companies

Name of company

Company number

DMWS 650 Limited

SC263302

For the purposes of this Form 466, the following words shall have the following meanings:

"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;

"BoS Debt" 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 Group Companies, 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 Group Companies accounts, 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;

"BoS Fixed Charges" means (i) the standard securities by Fishers Services (Cupar) Limited and Fishers Services (Aberfeldy) Limited in favour of BoS over the Properties (as defined in Continuation Sheet 2) and (ii) the keyman assignments by the Parent granted or to be granted in favour of BoS over the life assurance and critical illness policies on the lives of David Victor Ward, Bruce McHardy and Roderick Mackay;

"BoS Floating Charges" means the bonds and floating charges granted or to be granted in favour of BoS by each of the Group Companies;

"BoS Security Documents" means the BoS Fixed Charges, the BoS Floating Charge and all fixed and floating charges and other security and all collateral or substituted securities for the time being held by BoS and given by the Group Companies (or any of them) as security for the payment and/or discharge of the BoS Debt;

"Group Company" or "Group Companies" means the Company, Fishers Holdings Limited (Company Number SC089382), Fishers Services Limited (Company Number SC067627), Fishers Services (Aberfeldy) Limited (Company Number SC089407), Fishers Services (Greenock) Limited (Company Number SC005711) and Fishers Services (Cupar) Limited (Company Number SC014782);

"Investment Agreement" means the shareholders agreement dated 26 March 2004 between the Company, the Subordinated Creditors, and David Victor Ward and Others (the "Original Managers");

"Parent" means DMWS 650 Limited;

"Security Period" means the period from the date of the instrument of alteration to the date on which the BoS Debt is repaid in full and no commitment by BoS to provide facilities to all or any of the Group Companies remains in effect;

"Subordinated Creditors" means Close Investment Partners Limited (Registered Number 022687102 and Registered Office at 10 Throgmorton Avenue, London, EC2N 2DL) (in its capacity as general partner of Close Brothers Private Equity (UK) Fund VI and Close Brothers Private Equity (US) Fund VI);

"Subordinated Debt" means all present and future sums, liabilities and obligations (whether actual and contingent, present or future) payable or owing by the Group Companies or any of them to the Subordinated Creditors (or any of them) under the Subordinated Documents;

"Subordinated Documents" means the Subordinated Loan Agreement, the Investment Agreement and the Subordinated Security Documents;

“Subordinated Fixed Charges” means the standard securities by Fishers Services (Cupar) Limited and Fishers Services (Aberfeldy) Limited granted or to be granted in favour of the Subordinated Creditors over the Properties (as defined in Continuation Sheet 2);

“Subordinated Floating Charges” means the bonds and floating charges granted or to be granted by each of the Group Companies in favour of the Subordinated Creditors;

“Subordinated Loan Agreement” means the loan note instrument by the Parent dated 26 March 2004 constituting £8,400,000 fixed rate secured loan notes in the Parent; and

“Subordinated Security Documents” means the Subordinated Floating Charges, the Subordinated Fixed Charges and all collateral, additional or substituted securities for the time being held by the Subordinated Creditors and given by the Group Companies (or any of them) as security for the payment and discharge of any part of the Subordinated Debt.

Continuation sheet 2

To the Registrar of Companies

Name of company

DMWS 650 Limited

Company number

SC263302

Properties

Sheildag, Home Street, Aberfeldy

ALL and WHOLE that piece of ground extending to 239 square yards or thereby Imperial Measure in the Burgh of Aberfeldy and County of Perth described in and delineated and coloured pink on the plan annexed and signed as relative to the Feu Charter by the Most Honourable Gavin Marquess of Breadalbane, K.G. in favour of John Smith dated Third and recorded in the Division of the General Register of Sasines for the County of Perth on Nineteenth both days of October Nineteen Hundred and Four under exception of ALL and WHOLE that area of ground lying to the east side of Home Street, Aberfeldy registered at the Land Register of Scotland under Title Number PTH9204 together with (by way of inclusion and not exception) the whole right, title and interest of Fishers Services (Aberfeldy) Limited in and to this property.

55 Kelly Street, Greenock

ALL and WHOLE 55 Kelly Street, Greenock PA16 8TS being the subjects registered in the Land Register of Scotland under Title Number REN104183.

28a Crossgate, Cupar

ALL and WHOLE that shop and back shop including lavatory forming number twenty eight A Crossgate, Cupar on the ground or street floor of the tenement number twenty eight (otherwise twenty six and twenty eight) Crossgate aforesaid situated on the east side of the street known as Crossgate in the Burgh of Cupar and County of Fife, which tenement, consisting of shop on the street floor and two storeys and attics above the shop is erected on the subjects in the said Burgh and County particularly described in a Notarial Instrument in favour of Mrs Janet Duncan or Crichton and others as Executrices of William Duncan recorded in the New Particular Register of Sasines, Reversions Etc kept for the Royal Burgh of Cupar on the Thirteenth day of January Nineteen hundred and Twenty together with the whole right, title and interest of Fishers Services (Cupar) Limited in and to this property.

Kirk Wynd, Cupar

ALL and WHOLE the tenements of houses and shops forming Numbers Twenty five, Twenty seven, Twenty nine and Thirty One Crossgate and Numbers Nineteen and Twenty Kirk Wynd in the Burgh of Cupar and County of Fife with the ground, bleaching greens, washing houses and others behind the same being the subjects more particularly described in, disposed by and shown delineated on the plan annexed and signed as relative to the Disposition by the Trustees of Miss Margaret Young in favour of James Dewar and Robert Dewar as Trustees therein mentioned dated Tenth and Eleventh and recorded in the New Particular Register of Sasines, Reversions, etcetera for the Burgh of Cupar on the Twelfth all days of November Eighteen hundred and sixty eight; BUT EXCEPTING ALWAYS from the subjects hereby secured (FIRST) All and WHOLE that tenement of three stories in height forming Numbers Twenty five and Twenty seven Crossgate, Cupar in the said Burgh and County with the offices pertaining thereto being the subjects more particularly described in and disposed by the Disposition by Hood and Robertson Limited in favour of John Allworth Courts and Margaret

Helen Courts dated Ninth and Fifteenth and recorded in the said New Particular Register of Sasines, Reversions etcetera on the Twenty second all days of May Nineteen hundred and Eleven (SECOND) ALL and WHOLE that area of ground lying on the west side of Crossgates in the said Burgh and County described in, disposed by and shown delineated and outlined in red on the plan annexed and signed as relative to the Disposition by Gillies and Henderson Limited with consent of Charles Sidney Marshall Beardall in favour of F.W. Woolworth and Company Limited dated First and Fifth and recorded in the Division of the General Register of Sasines applicable to the County of Fife on the Ninth all days of October Nineteen hundred and fifty three (THIRD) ALL and WHOLE the subjects situated on the north side of a close leading from Crossgate, Cupar to Kirk Wynd, Cupar in the said Burgh and County described in and disposed by the Disposition by the said Gillies and Henderson Limited in favour of Fisher and Donaldson Limited dated the Twenty eighth day of January and recorded in the said Division of the General Register of Sasines on the first day of February Nineteen hundred and Sixty Three (FOURTH) ALL and WHOLE the five dwellinghouses Number Twenty nine Crossgate (three houses) and Number Twenty one Kirk Wynd (two houses) Cupar in the said Burgh and County being the subjects described in, disposed by and comprising the whole upper floors of the buildings erected on the area of ground shown delineated and edged red and the solum of the access coloured yellow on the plan annexed and executed as relative to the Disposition by the said Gillies and Henderson Limited in favour of F.W. Woolworth and Company Limited dated the Twentieth and recorded in the said Division of the General Register of Sasines on Twenty eighth both days of February Nineteen hundred and sixty seven, and (FIFTH) ALL and WHOLE that area of ground extending to One hundred and Three square yards or thereby on the north side of the close of passage leading from Crossgate to Kirk Wynd, Cupar, being the subjects described in and disposed by the Disposition by the said Gillies and Henderson Limited in favour of Fisher and Donaldson Limited dated the Twenty sixth day of August and recorded in the said Division of the General Register of Sasines on the Eleventh day of September both months in the year Nineteen hundred and sixty eight together with (by way of inclusion and not exception) the whole right, title and interest of Fishers Services (Cupar) Limited in and to this property.

Ruthvenfield, Inveralmond Industrial Estate, Perth

ALL and WHOLE that plot or area of ground in the County of Perth being part of the Inveralmond Industrial Estate, Perth extending to 1.366 hectares or thereby and being the subjects more particularly described in, disposed by and shown outlined in red on the plan annexed and executed as relative to Feu Disposition by The Perth and Kinross District Council in favour of Fishers Services (Aberfeldy) Limited dated Twenty first and recorded in the Division of the General Register of Sasines applicable to the County of Perth on Twenty seventh both days of March Nineteen hundred and Ninety six UNDER EXCEPTION of the subjects described in and disposed by the Disposition by Fishers Services (Aberfeldy) Limited in favour of Scottish Hydro-Electric plc dated Seventeenth February and recorded in the Division of the General Register of Sasines applicable to the County of Perth on Tenth April Nineteen hundred and Ninety seven together with (by way of inclusion and not exception) the whole right, title and interest of Fishers Services (Aberfeldy) Limited in and to this property.

Home Street, Aberfeldy

ALL and WHOLE (FIRST) ALL and WHOLE that plot or area of ground in the Parish of Dull and County of Perth extending to Eight Hundred square feet imperial measurement or thereby being the subjects delineated in red on the Plan annexed and subscribed as relative to Disposition (which plan is declared demonstrative only and not taxative) by Antonio Bras Da Silva and Mrs Fiona Lilian Smith or Da Silva in favour of Fishers Services (Aberfeldy) Limited dated Nineteenth December Nineteen hundred and Eighty eight and Fourth January and registered in the General Register of Sasines for the County of Perth Twenty fourth February both days and months in the year Nineteen hundred and Eighty nine; (SECOND) ALL and WHOLE that piece of ground extending to One Thousand Four Hundred and Twenty One (1,421) square yards or thereby Imperial Measure lying in the Burgh of Aberfeldy, Parish of Dull and County of Perth more particularly described in Feu Charter by The Most Honourable Gavin Marquess of Breadalbane, K.G, in favour of Peter Watson dated Seventeenth October Nineteen hundred and one and recorded in the said Division of the General Register of Sasines on Twenty second March Nineteen hundred and two; (THIRD) ALL and WHOLE that lot or area of ground lying on the east side of Home Street, Aberfeldy extending to eight hundred and ninety six decimal or one thousandth parts of an acre or thereby Imperial Standard Measure in the Burgh of Aberfeldy, Parish of Dull and County of Perth being the subjects more particularly described in disposed by and shown delineated and coloured pink and outlined in red on the plan annexed and signed as relative to Disposition by Mrs Millicent

Francis Haggart as Trustee therein mentioned in favour of Peter Fisher and James Fisher, then Trustees for the said firm of Messrs P. & J. Fisher dated the Twenty eighth day of April and recorded in the Division of the General Register of Sasines applicable to the County of Perth on the Third day of May both months in the year Nineteen hundred and sixty one; But excepting from the subjects (IN THE THIRD PLACE) hereby secured ALL and WHOLE the dominium utile of ALL and WHOLE the area of ground extending to Five one thousandth parts of an acre or thereby, lying to the north east of Home Street, Aberfeldy in the said Parish of Dull and County of Perth more particularly described in, disposed by and shown outlined in black and coloured pink on the plan annexed and signed as relative to Disposition by the said Peter Fisher and James Fisher as Trustees for the said firm of P. & J. Fisher in favour of North of Scotland Hydro-Electric Board dated Twenty ninth March and recorded in the said Division of the General Register of Sasines on Fifth April both months in the year Nineteen hundred and sixty two; (FOURTH) ALL and WHOLE that piece of ground lying behind Home Street, Aberfeldy, in the said Parish of Dull and County of Perth extending to One hundred and eighty one thousandth parts of an acre or thereby Imperial Standard Measure particularly described in and delineated and coloured pink on the plan annexed and signed as relative to Feu Charter by James Dewar Haggart as Trustee therein mentioned in favour of David Crichton Young and Emma Young dated the Eighteenth day of June and recorded in the said Division of the General Register of Sasines on the Eleventh day of August both in the year Nineteen hundred and fifty three; (FIFTH) ALL and WHOLE that piece of ground in the said Burgh of Aberfeldy, Parish of Dull and County of Perth extending to One thousand eight hundred and forty four square yards or thereby Imperial Measure more particularly described in, disposed by and delineated and coloured pink on the plan annexed and signed as relative to the Feu Charter granted by The Most Honourable Gavin Marquess of Breadalbane, K.G. in favour of James Fisher, Merchant, Aberfeldy, dated Eleventh October, Eighteen hundred and ninety eight and recorded in the said Division of the General Register of Sasines on Thirteenth May Eighteen hundred and ninety nine; and (SIXTH) The Building Lease entered into between James Dewar Haggart OBE residing at Eilean Riabhach, Aberfeldy, Trustee acting under the Will dated Twenty First November Eighteen Hundred and Eighty Five and relative Codicil dated Twenty Seventh October Eighteen Hundred and Ninety Two of the late George Bourne of Warley Road, Beech Lanes, Hoborne in the County of Stafford, Tube Manufacturer, on the one part and Robert McLean, Contractor, Allanbank, Aberfeldy on the other part of the subjects therein described lying in the Burgh of Aberfeldy, Parish of Dull and County of Perth dated Twenty Eighth March Nineteen Hundred and Thirty Six and recorded in the Division of the General Register of Sasines applicable to the County of Perth on Fourth June Nineteen Hundred and Forty Seven together with (by way of inclusion and not exception) the whole right, title and interest of Fishers Services (Aberfeldy) Limited in and to this property.

Prestonhall Industrial Estate, Cupar

ALL and WHOLE (In the First Place) ALL and WHOLE that plot or area of ground lying within the District of North East Fife and for the purpose of the registration of writs in the County of Fife extending to 0.48 hectares or thereby and bounded generally on the South East by the centre of the Estate Road of the Industrial Estate belonging or formerly belonging to Scottish Development Agency at Prestonhall, Cupar along which it extends 46.5 metres or thereby all as the said plot or area of ground is more particularly described in, disposed by and shown delineated within the boundaries coloured red on the plan annexed and subscribed as relative to Feu Disposition by Scottish Development Agency in favour of Fisher Services (Cupar) Limited dated Eighteenth May and recorded in the Division of the General Register of Sasines applicable to the County of Fife on Fifth June both Nineteen hundred and Ninety and (In the Second Place) ALL and WHOLE that area of land extending to Nine thousand Five hundred and Ninety six (9,596) and one half square metres or thereby Imperial Standard Measure forming part of that part of the lands and estate of Prestonhall now or formerly known as the Farm of Prestonhall in the Parish of Cupar and County of Fife which area of land is more particularly described in, disposed by and shown delineated in black and coloured in red on the plan annexed and signed as relative to the Disposition by Fifeagro Limited in favour of Fisher Services (Cupar) Limited dated Sixteenth November Nineteen hundred and Eighty nine and recorded in the said Division of the General Register of Sasines on Sixteenth July Nineteen hundred and Ninety together with the whole right, title and interest of Fishers Services (Cupar) Limited in and to this property.

Riggs Place, Cupar

ALL and WHOLE (In the First Place) ALL and WHOLE that piece of ground part or formerly part of the Little Common in the Burgh of Cupar and County of Fife extending to Five hundred and One Ten Thousandth or decimal parts of a hectare or thereby, more particularly described in, disposed by and shown delineated in red

and shown coloured pink on the plan annexed and subscribed as relative to the Disposition by North East Fife District Council in favour of Fishers Services (Cupar) Limited dated Twelfth December Nineteen hundred and Ninety one and recorded in the Division of the General Register of Sasines applicable to the County of Fife on Twenty ninth June Nineteen hundred and Ninety two; (In the Second Place) ALL and WHOLE that tenement of houses entered by numbers Five and Six Riggs Place, Cupar, together with the site thereof and the garden ground attached all lying in the Burgh and Parish of Cupar and County of Fife being the subjects described in and disposed by the Disposition by John Lockhart Innes and others, the Trustees of the late William Innes with consent thereinmentioned in favour of Robert Johnston dated Twelfth and Fourteenth and recorded in the said Division of the General Register of Sasines on Seventeenth all days of May Eighteen hundred and Ninety two (Book 459, Folios 96, 97, 98 and 99); (In the Third Place) ALL and WHOLE that dwellinghouse number four Riggs Place, Cupar with the yard at the back thereof in the Burgh of Cupar and County of Fife being the subjects (First) described and disposed in the Disposition by George Knox with consent of Annie Young Ramsay or Knox in favour of William Douglas Brownlee dated Seventeenth September Nineteen hundred and Nineteen and recorded in the said Division of the General Register of Sasines on Tenth September Nineteen hundred and Twenty one; (In the Fourth Place) ALL and WHOLE the house (now offices) and yard in the said Burgh and County described and disposed in the Disposition by Alexander Harrow Forrester in favour of William Douglas Brownlee dated Twelfth and recorded in the said Division of the General Register of Sasines on Nineteenth both days of April Nineteen hundred and Twenty three; (In the Fifth Place) ALL and WHOLE that piece of ground part of formerly part of the Little Common in the Burgh of Cupar and County of Fife extending to One decimal or one tenth parts of an acre or thereby being the subjects more particularly described in, disposed by and shown delineated in red on the plan annexed and subscribed as relative to Disposition by North East Fife District Council in favour of the Cupar Laundry Limited dated Twenty sixth January and recorded in the said Division of the General Register of Sasines on Third April both Nineteen hundred and Seventy eight; (In the Sixth Place) ALL and WHOLE the subjects formerly part of The Little Common, Cupar more particularly described in, disposed by and shown delineated and coloured pink on the plan annexed and executed as relative to the Disposition by The Provost Magistrates and Councillors of the Royal Burgh of Cupar in favour of The Cupar Laundry Limited dated Twentieth and recorded in the said Division of the General Register of Sasines Twenty fifth, both February Nineteen hundred and Fifty five (In the Seventh Place) ALL and WHOLE the subjects formerly part of The Little Common, Cupar more particularly described in, disposed by and shown delineated and coloured pink on the plan annexed and executed as relative to the Disposition by The Provost, Magistrates and Councillors of the Royal Burgh of Cupar in favour of The Cupar Laundry Limited dated Twentieth and recorded in the said Division of the General Register of Sasines Twenty fifth, both February Nineteen hundred and fifty nine and (In the Seventh Place) the Tenant's interest in ALL and WHOLE the Lease between the North East Fife District Council and Fishers Services (Cupar) Limited dated Tenth November and Second December Nineteen hundred and Ninety three and registered in the Books of Council and Session on Eleventh March Nineteen hundred and Ninety four and to be registered in the Land Register together with the whole right, title and interest of Fishers Services (Cupar) Limited in and to this property.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 263302

I hereby certify that particulars of an instrument of alteration dated
26 MARCH 2004

were delivered pursuant to section 410 of the Companies Act, 1985,
on 30 MARCH 2004.

The instrument relates to a charge created on 26 MARCH 2004

by DMWS 650 LIMITED

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
1 APRIL 2004



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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: SC263302 CHARGE: 1

(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
30/03/2004		26/ 3/04 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

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: SC263302 CHARGE: 1

(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
<p>COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE</p>						

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

COMPANY: SC263302 CHARGE: 1

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. £
	THE SUBORDINATED CREDITORS THE GROUP COMPANIES THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND DNWS 650 LIMITED				