

Please do not
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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

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

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

For official use

Company number

7

SC195923

Name of company

LOCH DUART LIMITED ("the Company")

* insert full name
of 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 ("DOW Floating Charge")

Names of the persons entitled to charge

Gerald Cavendish, Sixth Duke of Westminster c/o The Grosvenor Estate, Eaton
Estate Office, Eccleston, Chester CH4 9ET ("DOW")

Short particulars of all the property charged

All monies not exceeding £50,000 in respect of the assets of the Company being the whole of the property (including uncalled capital) which is or may be from time to time comprising the property and undertaking of the Company.

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

Tods Murray WS
66 Queen Street
Edinburgh
EH2 4NE
Ref: W0027 080
DX ED58 Edinburgh

For official use
Charges \$



SCT SNW5V33H 0848
COMPANIES HOUSE 10/08/01

SGT SNRP137 1019
COMPANIES HOUSE 08/08/01

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

(1) The Duke of Westminster, Grosvenor Estate, Eaton Estate Office, Eccleston,
Chester CH4 9ET

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

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Date(s) of execution of the instrument of alteration

Letter of Consent from DOW addressed to HSBC Bank plc dated 30 May 2001 and
corresponding Letter of Acknowledgement from HSBC Bank plc addressed to DOW
dated 26 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

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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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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 the DOW Floating Charge provided that, for the avoidance of doubt and for the purpose of determining the ranking of the HSBC Standard Security and DOW Floating Charge pursuant to the Ranking Agreement dated 12 and 15 May and 7, 13 and 16 June 200 ("the Ranking Agreement") any amount recovered by HSBC Bank plc under the HSBC Standard Security shall be deducted from the 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

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

Signed TDM Date 6/8/01

On behalf of ~~company~~ [chargee] †

† delete as appropriate

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. 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

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
26 JULY 2001

were delivered pursuant to section 410 of the Companies Act, 1985,
on 10 AUGUST 2001.

The instrument relates to a charge created on 2 MAY 2000

by LOCH DUART LIMITED

in favour of GERALD CAVENDISH

for securing ALL MONIES NOT EXCEEDING £50,000

Given at Companies House, Edinburgh
13 AUGUST 2001



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: SC195923 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 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
16/05/2000		2/ 5/00 FLOATING CHARGE		ALL MONIES NOT EXCEEDING £50,000	LEASE OF THREE CONTIGUOUS AREAS OF GROUND NEAR DUARTMORE BRIDGE, PART OF KYLESTROME ESTATE IN THE COUNTY OF SUTHERLAND WHICH THREE AREAS ARE COLOURED RESPECTIVELY GREEN, PINK AND YELLOW ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE TO THE LEASE	GERALD CAVENDISH

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: 7

(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
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: 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>DR ELIZABETH JEAN BALFOUR AND OTHERS ALAN JOHN BALFOUR HSBC INVOICE FINANCE (UK) LIMITED HSBC BANK PLC</p> <p>HSBC BANK PLC THE DUKE OF WESTMINSTER</p>				