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COMPANIES FORM No. 410(Scot)

410

Particulars of a charge created by a company registered in Scotland

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

CHFP025

Please do not write in this margin

Pursuant to section 410 of the Companies Act 1985



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

For official use

Company number

123

SC206930

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

Name of company

The Edinburgh Schools Partnership Limited (the "Borrower")

* insert full name of company

Date of creation of the charge (note 1)

6 April 2004

Description of the instrument (if any) creating or evidencing the charge (note 1)

Stage 2 Borrower Fixed Charge (the "Fixed Charge")

Amount secured by the charge

The Secured Finance Liabilities (as defined in the Common Terms Agreement) being any obligation (whether present or future, actual or contingent, secured or unsecured, as principal, surety or otherwise) of the Borrower and/or the Holding Company to the Senior Creditors for the payment under the Senior Lender Finance Documents (See Paper Apart for defined terms).

Names and addresses of the persons entitled to the charge

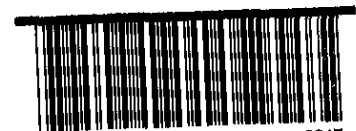
The Governor and Company of the Bank of Scotland, The Mound, Edinburgh, EH1 1YZ as Security Trustee for the Senior Creditors, together with its successors, assignees and transferees ("Security Trustee")

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

McGrigors
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ

LAF/SMT/00008B.001839

For official use
Charges Section



SCT SVQ86UMR 0017
COMPANIES HOUSE 27/04/04
SCT SVFR3UF5 0864
COMPANIES HOUSE 20/04/04

Short particulars of all the property charged.

Please do not write in this margin

The Borrower with full title guarantee (which expression shall be construed so as to exclude the exception contained in section 3(1) and section 6(2) of, in each case, the Law of Property (Miscellaneous Provisions) Act 1994) charges in favour of the Security Trustee (as trustee for the Senior Creditors) as a continuing security for the payment and discharge of the Secured Finance Liabilities, by way of first fixed charge:

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

(a) all rights and claims to which the Borrower is now or may hereafter become entitled in relation to the Tax Losses Account and all monies now or at any time hereafter standing to the credit thereof, together with all rights relating or attaching thereto (including the right to interest); and

(b) all the right, title and interest of the Borrower, present and future to, in and under the Charged Agreement, including:-

(i) all claims and monies which may at any time become paid or payable to or for the account of the Borrower under or in respect of such Charged Agreement, including all claims and damages and the proceeds of all claims, awards, decisions and judgements at any time received or receivable by the Borrower; and

(ii) all rights and remedies of the Borrower under or in respect of the Charged Agreement, whether expressly provided in the Charged Agreement or otherwise, including the right to compel performance thereof. (See Paper Apart for defined terms).

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

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

Signed [Signature] Date 20/4/04

On behalf of [company] [chargee] †

† delete as appropriate

- Notes
1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)
 2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) 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 which is the subject of the floating charge or any part of it.
 3. A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
 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 House
37 Castle Terrace
Edinburgh EH1 2EB

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 206930

I hereby certify that a charge created by

THE EDINBURGH SCHOOLS PARTNERSHIP LIMITED

on 6 APRIL 2004

for securing

ALL SUMS DUE UNDER THE SENIOR LENDING FINANCE DOCUMENTS

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,

on 27 APRIL 2004 given at Companies House, Edinburgh

29 APRIL 2004



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PAPER APART TO FORM 410 RE THE EDINBURGH SCHOOLS PARTNERSHIP LIMITED (COMPANY NUMBER SC206930)

Defined terms:-

"Account Bank" means The Governor and Company of the Bank of Scotland;

"Account Bank Agreement" means the agreement dated 15 November 2001 between (i) the Borrower, (ii) the Holding Company, and (iii) the Governor and Company of the Bank of Scotland in its capacities as Account Bank, Security Trustee and Global Agent in relation to the establishment and operation of the Project Accounts held with the Account Bank together with any bank mandates, fee letters or safekeeping agreements agreed between the Borrower or (as the case may be) the Holding Company and the Account Bank;

"Amendment Agreement" means the amendment restatement agreement in relation to certain of the Senior Lender Finance Documents dated 6 April 2004;

"Banks Facility Agreement" means the Banks Facility Agreement dated 15 November 2001 between, *inter alia*, (i) the Borrower, (ii) the Holding Company (iii) the Governor and Company of the Bank of Scotland in its capacities as Banks Agent and Arranger, as amended by an amendment and restatement agreement dated on or around 19 December 2003 and a further amendment and restatement agreement dated 6 April 2004;

"Borrower Articles" means the Articles of Association of the Borrower adopted by resolution dated 14 November 2001 and updated by resolution dated 6 April 2004;

"Borrower Assignment in Security" means the assignment in security dated 15 November 2001 given by the Borrower in favour of the Security Trustee;

"Borrower Fixed Charge" means the fixed charge dated 15 November 2001 given by the Borrower in favour of the Security Trustee;

"Borrower Floating Charge" means the floating charge dated 15 November 2001 given by the Borrower in favour of the Security Trustee;

"Borrower Further Assignment in Security" means the assignment in security dated 19 December 2003 given by the Borrower in favour of the Security Trustee;

"Borrower Standard Securities" means standard securities over the Borrower's interest in the leases and sub-leases dated 15 November 2001 and the Stage 2 Standard Securities given by the Borrower in favour of the Security Trustee;

"Charged Agreement" means the confirmation dated on or around 6 April 2004 pursuant to the Original Hedging Agreement;

"Common Terms Agreement" means the common terms agreement dated 6 April 2004, between, among others, the Borrower, European Investment Bank and The Governor and Company of the Bank of Scotland as Global Agent and in various other capacities as amended by a Supplemental Agreement dated 8 January 2003, an amendment and restatement agreement dated 19 December 2003 and the Amendment Agreement

"Construction Contract" means the agreement dated 15 November 2001 between the Borrower and the Contractor relating to the design, construction, reconstruction and refurbishment of the Project Schools by the Contractor, as amended by a supplemental agreement dated on or around 19 December 2003;

"Contractor" means the joint venture formed by Amey Asset Services Limited (registered no: 03959995) and Miller Construction (UK) Limited (registered no: 209666) and/or any permitted successors or assignees under the Construction Contract and/or such other contractor or contractors as may be appointed by the Borrower with the prior approval of the Global Agent in accordance with the Common Terms Agreement to carry out the works (as defined in the Project Agreement and the Construction Contract) from time to time in accordance with the Project Agreement;

"Contractor Direct Agreement" means the agreement dated 15 November 2001 between the Borrower, the Security Trustee, the Global Agent and the Contractor in respect of the Construction Contract;

"Contractor Parent Company Guarantee" means the guarantee dated 15 November 2001 provided by Amey plc (registered number: 02379479) and The Miller Group Limited (registered number SC18135) (jointly and severally together with any permitted successors, assigns or transferees) in respect of the obligations of the Contractor;

"Council" means The City of Edinburgh Council a local authority constituted and incorporated under the Local Government etc (Scotland) Act 1994 and having its principal office at City Chambers, High Street, Edinburgh EH1 1YJ;

"Council Direct Agreement" means the direct agreement dated 15 November 2001 between the Borrower, the Security Trustee, the Global Agent and the Council in respect of *inter alia* the Project Agreement, as amended from time to time;

"Direct Agreements" means:

- (a) the Contractor Direct Agreement;
- (b) the FM Services Provider Direct Agreement;
- (c) the Council Direct Agreement; and
- (d) the Stage 2 Contractor Direct Agreement;

"Discharge relating to Amey OSA" means the discharge granted by Amey Ventures Limited (Registered number 04164284) of the Borrower's obligations under the Amey Onward Sale Agreement;

"Discharge relating to Miller OSA" means the discharge granted by The Miller Group Limited of certain of the Borrower's obligations pursuant to the Miller Onward Sale Agreement;

"Discharge of Shortfall Assignment" means the release by the Borrower of the assets and rights assigned by the Shortfall Assignment;

"Discharge of Surplus Sites Shortfall Undertaking" means the discharge granted by the Borrower in favour of Amey plc of Amey plc's obligations under the Surplus Sites Shortfall Undertaking, dated 6 April 2004;

"EIB Finance Contract" means the contract dated 15 November 2001 between European Investment Bank and the Borrower as amended and restated by an amendment and restatement agreement dated 19 December 2003 and a further amendment and restatement agreement dated 6 April 2004;

"Fees Letters" means letters from the Governor and Company of the Bank of Scotland in its capacities as Arranger, Banks Agent and Global Agent to the Borrower and a letter from the European Investment Bank to the Borrower;

"FM Provider Parent Company Guarantee" means the guarantee dated 15 November 2001 provided by Amey plc (and its permitted successors, assigns and transferees) in respect of the obligations of the FM Services Provider under the FM Services Sub-Contract;

"FM Services Provider" means Amey BPO Services Limited (registered no: 02564794) and/or any permitted successors or assignees under the FM Services Sub Contract and/or such other service provider or services provider as may be appointed by the Borrower with the prior approval of the Global Agent in accordance with the Common Terms Agreement to carry out the services;

"FM Services Provider Direct Agreement" means the agreement dated 15 November 2001 between the Borrower, the Security Trustee and the FM Services Provider in respect of its FM Services Sub-Contract;

"FM Services Sub-Contract" means the agreement dated 15 November 2001 between the FM Services Provider and the Borrower, as amended by an amendment and restatement agreement dated 19 December 2003 and further amendment and restatement agreement dated 6 April 2004;

"Global Agent" means the Governor and Company of the Bank of Scotland

"Holding Company" means ESP (Holdings) Limited (registered number SC206929);

"Holding Company Articles" means the Articles of Association of the Holding Company adopted by resolution on 14 November 2001 and updated by resolution on 6 April 2004;

"Holding Company Assignment in Security" means the assignment in security dated 15 November 2001 given by the Holding Company in favour of the Security Trustee (together with the related notices of intimation and acknowledgement);

"Holding Company Fixed Charge" means the fixed charge dated 15 November 2001 given by the Holding Company in favour of the Security Trustee;

"Holding Company Floating Charge" means the floating charge dated 15 November 2001 given by the Holding Company in favour of the Security Trustee;

"Holding Company Loan Notes" means the loan notes of the Holding Company constituted by instrument dated 15 November 2001 and (as amended by the Subordinated Amendment Agreement);

"Holding Company Share Pledge" means the shares pledge dated 15 November 2001 given by the Holding Company in favour of the Security Trustee;

"Indebtedness" means any obligation (whether present or future, actual or contingent, secured or unsecured, as principal, surety or otherwise);

"Minute of Agreement" means the minute of agreement dated on or around the date hereof amongst the Amey/Miller (Edinburgh) Joint Venture (consisting of Amey Programme Management Limited and Miller Construction (UK) Limited) and the Borrower;

"New Hedging Agreement" means the confirmation dated 6 April 2004;

"Original Hedging Agreement" means the ISDA Master Agreement dated 15 November 2001 between the Borrower and HBOS Treasury Services plc as Original Hedging Counterparty and the confirmation(s) of the same date thereunder and any ancillary documentation relating thereto;

"Planning Consents" means the consents listed in paragraph 17 of Schedule 1 and such other planning applications made by or on behalf of the Borrower in relation to the Project; and any approvals pursuant thereto of all other detailed and reserved matters and any variations thereof to the extent (in each case) that the same is necessary before commencing construction of or use of any part of the Project and all building regulation approvals and other planning or building or construction Consents requisite at that time under any law or Directive for the construction, retention and use of the Project or any part thereof and the gaining of access thereto;

"Project Accounts" means;

- (a) a Proceeds Account - Account number 00579200;
- (b) an Operating Account - Account number 00579219;
- (c) a Maintenance Reserve Account - Account number 00579227;
- (d) an Insurance Proceeds Account - Account number 00579235;
- (e) a Senior Debt Service Reserve Account - Account number 00579243;
- (f) a Distribution Account - Account number 00579251;
- (g) a Prepayment Account - Account number 00579278;
- (h) a Drawdown Account - Account number 00579286;
- (i) a Supplemental Account – Account Number 00579294;
- (j) a Tax Losses Account – Account Number 06025029;
- (k) a Holding Company Proceeds Account - Account number 00579307; and
- (l) a Holding Company Distribution Account - Account number 00579315.

"Project Agreement" means the project agreement dated 8 November 2001 between the Council and the Borrower as amended and supplemented by (i) a supplemental agreement dated 15 November 2001 (ii) a financial supplement dated 15 November 2001; (iii) a supplemental agreement dated 13 February 2003; (iv) a supplemental agreement dated 17 December 2003; and (v) a supplemental agreement dated 6 April 2004;

"Project Supplemental Agreement" means the supplemental agreement dated 6 April 2004 between the Council and the Borrower amending the terms of the Project Agreement;

"Resolution Agreement" means the resolution agreement dated 6 April 2004 between the Borrower and the Council;

"Secured Finance Liabilities" means the Indebtedness of the Borrower and the Holding Company to the Senior Creditors under the Senior Lending Finance Documents;

"Security Documents" means:

- (a) the Borrower Assignment in Security;
- (b) the Borrower Further Assignment in Security;
- (c) the Borrower Fixed Charge;
- (d) the Borrower Floating Charge;
- (e) the Borrower Standard Securities;
- (f) the Holding Company Assignment in Security;
- (g) the Holding Company Fixed Charge;
- (h) the Holding Company Share Pledge;
- (i) the Holding Company Floating Charge;
- (j) the *Direct Agreements*; and
- (k) the Stage 2 Security Documents,

and any other future documents evidencing or creating any security over any asset of the Borrower or the Holding Company to secure any obligations of the Borrower or the Holding Company to a Senior Creditor under the Senior Lender Finance Documents;

"Senior Creditors" means the (i) the Governor and Company of the Bank of Scotland, (ii) European Investment Bank, (iii) the Governor and Company of the Bank of Scotland in its capacities as Arranger, Global Agent, Banks Agent, and Security Trustee; and (iv) HBOS Treasury Services plc as Original Hedging Counterparty and any other hedging counterparty acceding to the Common Terms Agreement in that capacity thereafter;

"Senior Lender Finance Documents" means:

- (a) the Banks Facility Agreement;
- (b) the EIB Finance Contract;
- (c) the Common Terms Agreement;
- (d) the Original Hedging Agreement;
- (e) the New Hedging Agreement;
- (f) the Security Documents;
- (g) the Subordination Agreement;
- (h) the Account Bank Agreement;

- (i) the Fees Letters;
- (j) the FM Provider Parent Company Guarantee;
- (k) the Contractor Parent Company Guarantee;
- (l) the Shareholder Funding Agreement;
- (m) the Subordinated Amendment Agreement;
- (n) the Stage 2 Finance Documents; and
- (o) all agreements and other documents which the Global Agent and the Borrower agree to be Senior Lender Finance Documents.

"Shareholder Parent Company Guarantors" means Miller Group Limited and Laing Investments Limited as providers of the shareholder parent company guarantees in respect of the obligations of Equion plc and Miller Construction (UK) Limited respectively;

"Shareholders" means the shareholders of the Holding Company from time to time, being, as at 6 April 2004, Equion Plc (company number 03576132), Miller Construction (UK) Limited (company number SC209666), Uberior Infrastructure Investments Limited (company number SC186247) and Quayle Munro PFI Fund Limited Partnership (registered number SL004122) and **"Shareholder"** means any one of them;

"Shareholders Agreement" means the agreement so entitled dated 15 November 2001 (as amended and restated by the Subordinated Amendment Agreement) between the Shareholders, the Holding Company and the Borrower;

"Shareholder Funding Agreement" means the agreement so entitled and dated 15 November 2001 (and as amended and restated by the Subordinated Amendment Agreement between *inter alia* the Borrower, the Shareholders, the Holding Company, the Shareholder Parent Company Guarantors and the Security Trustee;

"Shortfall Assignment" means the Shortfall Assignment in Security by Amey plc in favour of the Borrower dated 15 November 2004;

"Stage 2 Borrower Assignment in Security" means the assignment in security 6 April 2004 given by the Borrower in favour of the Security Trustee;

"Stage 2 Borrower Fixed Charge" means the fixed charge dated 6 April 2004 given by the Borrower in favour of the Security Trustee;

"Stage 2 Collateral Warranties" means the collateral warranty agreements in the required form among the Stage 2 Contractor, the Security Trustee and each of the following sub-contractors:

- (a) Holmes Partnership; and
- (b) WSP Buildings Limited;

"Stage 2 Construction Contract" means the agreement dated 6 April 2004 between the Borrower and Miller Construction (UK) Limited (registered number SC209666);

"Stage 2 Contractor " means Miller Construction (UK) Limited (registered number SC209666) and/or any permitted successors or assignees under the Stage 2 Construction Contract and/or such other contractor or contractors as may be appointed by the Borrower with the prior approval of the Global Agent in accordance with the Common Terms Agreement to carry out the works from time to time in accordance with the Project Agreement;

"Stage 2 Contractor Direct Agreement" means the agreement dated 6 April 2004 between the Borrower, the Security Trustee, the Global Agent and the Stage 2 Contractor in respect of the Stage 2 Construction Contract;

"Stage 2 Contractor Parent Company Guarantee" means the guarantee dated 6 April 2004 provided by The Miller Group Limited (registered number SC18135) (together with any permitted successors, assigns or transferees) in respect of the obligations of the Stage 2 Contractor;

"Stage 2 Finance Direct Agreement" means the supplemental finance agreement dated 6 April 2004 relative to the Council Direct Agreement;

"Stage 2 Finance Documents" means

- (a) the Amendment Agreement;
- (b) the New Hedging Agreement;
- (c) the Stage 2 Security Documents;
- (d) the Fees Letters;
- (e) the Stage 2 FM Contractor Parent Company Guarantee Confirmation Letter;
- (f) the Stage 2 Contractor Parent Company Guarantee; and
- (g) the Subordinated Amendment Agreement;

"Stage 2 FM Contractor Parent Company Guarantee Confirmation Letter" means the confirmation letter relative to the FM Provider Parent Company Guarantee dated 6 April 2004;

"Stage 2 Holding Company Assignment in Security" means the assignment in security dated 6 April 2004 given by the Holding Company in favour of the Security Trustee;

"Stage 2 Holding Company Loan Notes" means the loan notes of the Holding Company constituted by an instrument dated 6 April 2004;

"Stage 2 Independent Certifier Appointment Agreement" means the Independent Certifier Appointment Agreement dated 6 April 2004 between Ove Arup and Partners Scotland Limited, the Council and the Borrower;

"Stage 2 Leases" means the leases and sub-leases dated 6 April 2004 in respect of (i) St. Peter's Primary School; and (ii) Firrhill Education Village;

"Stage 2 Loan Note Instrument" means the instrument of the Holding Company, dated on or about today's date, constituting £1,035,373 loan notes of the Holding Company;

"Stage 2 Planning Consents" means the Planning Consents relative to St Peters Primary School and Firrhill Education Village;

"Stage 2 Project Documents" means:

- (a) the Project Supplemental Agreement;
- (b) the Construction Contract;
- (c) the agreement dated 6 April 2004 supplemental to the FM Services Sub-Contract between the Borrower and the FM Services Provider;
- (d) the Stage 2 Leases;
- (e) the Subordinated Amendment Agreement;
- (f) the Stage 2 Loan Note Instrument;
- (g) Stage 2 Contractor Parent Company Guarantee;
- (h) Stage 2 Independent Certifiers Appointment Agreement;
- (i) Discharge of Surplus Sites Shortfall Undertaking;
- (j) Discharge relating to Miller OSA;
- (k) Discharge of Amey OSA;
- (l) Discharge of Shortfall Assignment;
- (m) Resolution Agreement;
- (n) Minute of Agreement
- (o) Borrower Articles;
- (p) Holding Company Articles;
- (q) the Stage 2 FM Contractor Parent Company Guarantee Confirmation Letter;
- (r) the Stage 2 Planning Consents; and
- (s) the Stage 2 Collateral Warranties (when entered into).

"Stage 2 Security Documents" means:-

- (a) the Stage 2 Borrower Assignment in Security;
- (b) the notices of assignment (and acknowledgements thereof) of the Stage 2 Project Documents;
- (c) the Stage 2 Contractor Direct Agreement;
- (d) the Stage 2 Standard Securities;
- (e) the Stage 2 Holding Company Assignment in Security;
- (f) the Stage 2 Borrower Fixed Charge;
- (g) the notices of assignment in respect of insurance and the acknowledgements thereof;
- (h) the Stage 2 Finance Direct Agreement; and
- (i) the Stage 2 Contractor Direct Agreement;

"**Stage 2 Standard Securities**" means the standard securities dated 6 April 2004 in respect of (i) St. Peter's Primary School; and (ii) Firrhill Education Village.

"**Subordination Agreement**" means the agreement dated 15 November 2001, as amended and restated by the Amendment Agreement, *inter alia*, the Borrower, the Holding Company, the Global Agent, HBOS Treasury Services plc as Original Hedging Counterparty, the Subordinated Creditors and the Security Trustee.

"**Subordinated Amendment Agreement**" means an amendment and restatement agreement of the Subordinated Finance Documents dated 6 April 2004 among, *inter alia*, the Borrower, the Holding Company, the Security Trustee, Equion plc, Miller Construction (UK) Limited, Quayle Munro PPP Fund Limited Partnership, The Miller Group Limited and Laing Investments Limited;

"**Subordinated Creditors**" means Equion Plc, Miller Construction (UK) Limited, The Governor and Company of the Bank of Scotland, Quayle Munro PFI Fund Limited Partnership and the Holding Company and "**Subordinated Creditor**" means any of them together with any permitted successors, assigns or transferees;

"**Subordinated Finance Documents**" means the Shareholders Agreement, the Shareholder Funding Agreement, the Holding Company Loan Notes, Subordinated Loan Agreement and the Stage 2 Holding Company Loan Notes;

"**Subordinated Loan Agreement**" means the loan agreement dated 15 November 2001 (as amended by the Subordinated Amendment Agreement);

"**Tax Losses Account**" means the account into which all proceeds of tax loss sales received by the Borrower are directly paid.

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: SC206930 CHARGE: 23

(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
27/04/2004		6/ 4/04 STAGE 2 BORROWER FIXED CHARGE		ALL SUMS DUE UNDER THE SENIOR LENDER FINANCE DOCUMENTS	FIRST FIXED CHARGE OVER ALL RIGHTS AND CLAIMS TO WHICH THE BORROWER IS ENTITLED IN RELATION TO THE TAX LOSSES ACCOUNT & ALL THE RIGHT, TITLE AND INTEREST OF THE BORROWER IN AND UNDER THE CHARGED AGREEMENT	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND
CONFIRMED AS A BOOK DEBT UNDER SECTION 410(4)(C)(I)						

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: SC206930 CHARGE: 23

(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
<p>Memoranda of Satisfaction</p> <p>SC206930</p> <p>CHARGE: 23</p> <p>...</p>						