

**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.**



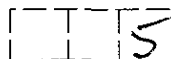
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this margin*

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

SC242834

Name of company

*BISHOP LOCH GARTLOCH LIMITED ("Bishop Loch")

** insert full name
of company*

Date of creation of the charge (note 1)

23 AUGUST 2004

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

FLOATING CHARGE ("BoS Floating Charge")

Names of the persons entitled to the charge

THE GOVERNOR AND THE COMPANY OF THE BANK OF SCOTLAND ("BoS")
The MOUND
EDINBURGH

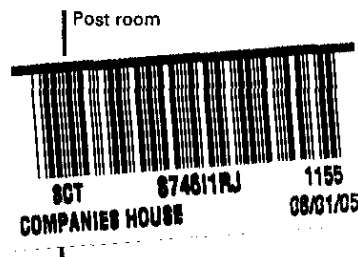
Short particulars of all the property charged

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):

Semple Fraser LLP
130 St Vincent Street
Glasgow G2 5HF
GW337

For official use (10/03)
Charges Section



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write in
this margin*

1. The Governor and the Company of the Bank of Scotland, The Mound, Edinburgh ("BoS")
2. The Scottish Ministers having offices at Gartnavel Royal Hospital, Glasgow ("the Trust")
3. Bishop Loch (Gartloch) Limited, a Company incorporated under the Companies Acts (Co No SC242834) and having its registered office at Silverwells House, 114 Cadzow Street, Hamilton ML3 6HP ("Bishop Loch")

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

Date(s) of execution of the instrument of alteration

Ranking Agreement dated 23 August, 24 August and 23 December 2004 amongst BoS, the Trust and Bishop Loch (the "Ranking Agreement")

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

None

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

*Please do not
write in
this margin*

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

See Paper Apart 1 and 2

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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Paper Apart 2

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

Signed (K... (member))
On behalf of ~~company~~ [chargee] †

Date 7th Jan '05

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, † delete as should be given. For the date of creation of a charge see section 410(5) of the Companies Act. appropriate
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 DX 235 Edinburgh or LP - 4 Edinburgh 2

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Bishop Loch (Gartloch) Limited ("the Company")

SC242834

Form 466

Particulars of an Instrument of Alteration to a Floating Charge

Paper Apart 1-Definitions

In the preceding Form 466 and Paper Apart 2, the following expressions shall have the meanings set opposite them :-

"BoS Debt" means all sums due and that may become due in any manner of way (whether solely or jointly with any person or persons or corporation and whether as principal or surety) by Bishop Loch to BoS together with interest, discount, commission and other lawful charges or expenses which Bishop Loch is due to pay to BoS;

"BoS Floating Charge" means the Floating Charge granted by Bishop Loch in favour of BoS over the whole assets and undertaking of Bishop Loch dated 23rd August 2004 and registered or to be registered in the Register of the Charges and Company Files security for BoS Debt;

"BoS Standard Security" means the Standard Security granted by Bishop Loch in favour of BoS over the Greenbelt Land dated 23rd August 2004 and registered or to be registered in the said Land Register for the County of Glasgow in security for BoS Debt;

"BoS Securities" means BoS Floating Charge and the BoS Standard Security

"enforce" (and all derivations from it) means the taking of any of the following actions:-

- the exercising a power of sale or otherwise utilising the rights given to a creditor under either the BoS Standard Security or the Trust Security
- the suing for payment of BoS Debt or for the implement of the Obligations;

"Expert" has the meaning given to it in Clause 5.4 of this Ranking Agreement;

"Greenbelt Clawback Agreement" means the agreement between the Borrower and the Primary Care Trust dated 7 November 2003 and 5 January 2004 in terms of which (subject to the terms of such agreement) the Primary Care Trust (and their statutory successors) share in any increase in value for the Greenbelt Land;

"Greenbelt Land" means ALL and WHOLE the subjects registered in the Land Register under Title Number GLA120501 under exception of those areas shown coloured red, blue and yellow on the title plan relative to (and forming part of) GLA120501 declaring that references to the Greenbelt Land shall include the whole or any part or parts of it;

"New Agreement" means the same as it does in the context of Clause 4 of the Greenbelt Clawback Agreement;

"New Agreement Subjects" means the same as it does in the context of Clause 4 of the Greenbelt Clawback Agreement;

"Obligations" means all and any obligations incumbent upon the Bishop Loch pursuant to the terms of the Greenbelt Clawback Agreement;

"Open Market Value" means the same as it does in the context of the Clawback Agreement;

"Primary Care Trust" means Greater Glasgow Primary Care National Health Service Trust established under the Greater Glasgow Primary Care National Health Trust Establishment Order 1998 (as statutory successor to the Greater Glasgow Community and Mental Health Services National Health Service Trust established pursuant to the National Health Service and Community Care Act 1990) and having its headquarters at Gartnavel Royal Hospital, Glasgow

"Purchaser" means the same as it does in the context of Clause 4 of the Greenbelt Clawback Agreement;

"Securities" means the Trust Security and the BoS Securities;

"subjects of the Relevant Alienation" means the same as it does in the context of Clause 4 of the Greenbelt Clawback Agreement;

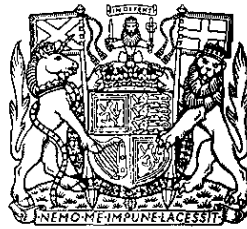
"Trust Security" means the Standard Security granted by Bishop Loch in favour of the Primary Care Trust over the Greenbelt Land dated 7 November 2003 and registered or presented for registration in the Land Register under Title Numbers GLA172684, GLA143242 and GLA172687 (now amalgamated under GLA120501) on 21 November 2003 in security of the Obligations **declaring that** the Trust Security is defined as the Standard Security in the Greenbelt Clawback Agreement;

Paper Apart 2 (relevant to the statement of provisions regulating the order of the Ranking Agreement)

All sums respectively secured or to be secured shall, notwithstanding and respective dates of creation or registration or any provisions as to ranking contained herein, are to be ranked and preferred as follows:-

1. Ranking of Securities

- 1.1 BoS, the Trust and Bishop Loch agree that BoS Debt and the Obligations (secured or to be secured respectively to BoS by virtue of BoS Security and to the Trust by virtue of the Trust Security) shall rank in the following order of priority:
 - 1.1.1 BoS Security to the extent of BoS Debt; **then**
 - 1.1.2 the Trust Security to the extent of the Obligations.
- 1.2 the ranking and priority set out in Clause 2.1 shall take effect **subject to** the terms of Clause 5 **but notwithstanding** any of the following:-
 - 1.2.1 the nature and constitution of the security created by the Securities (and the provisions contained therein), their dates of execution, their dates of registration and/or the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970;
 - 1.2.2 the date or dates on which the BoS Debt and the Obligations (or any part of either of the same) became due;
 - 1.2.3 the appointment of a liquidator, receiver, administrative receiver or other similar officer in respect of Bishop Loch or over all or any part of Bishop Loch's assets;
 - 1.2.4 the granting of time or any other indulgence to Bishop Loch or any other person or the release, compounding or otherwise dealing with Bishop Loch or any other person;
 - 1.2.5 the taking, variation, compromise, renewal or release of, or refusal or neglect to perfect or enforce any rights or remedies against Bishop Loch or any other person by either BoS or the Trust;



**CERTIFICATE OF THE REGISTRATION OF
AN ALTERATION TO A FLOATING CHARGE**

Company number 242834

I hereby certify that particulars of an instrument of alteration dated
23 DECEMBER 2004

were delivered pursuant to section 410 of the Companies Act, 1985,
on 8 JANUARY 2005.

The instrument relates to a charge created on 23 AUGUST 2004

by BISHOP LOCH (GARTLOCH) 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
12 JANUARY 2005



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

