

# M

COMPANIES HOUSE  
**FEE PAID**  
EDINBURGH

# 410

CHWP000

COMPANIES FORM No 410(Scot)  
Particulars of a charge created  
by a company registered in Scotland

A fee of £13 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 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

[ 5 9 ]

SC014456

Name of company

\* insert full name  
of company

\* **WHYTE AND MACKAY LIMITED (the "Chargor")**

Date of creation of the charge (note 1)

**28 SEPTEMBER 2007**

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

**BOND & FLOATING CHARGE (the "Charge")**

Amount secured by the charge

**SEE PAPER APART 1**

*If there is not enough  
space on this form  
you may use the  
prescribed  
continuation sheet  
410cs*

Names and addresses of the persons entitled to the charge

**BANK OF SCOTLAND PLC having its registered office at The Mound, Edinburgh EH1 1YZ for itself  
and as trustee for the Finance Parties (the "Security Agent")**

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

**Brodies LLP  
15 Atholl Crescent  
Edinburgh  
EH3 8HA  
Ref MXM ICI3 1**

For official use (02/06)

Charges Section

THURSDAY



\*S8KCBTPP\*

SCT

11/10/2007

407

COMPANIES HOUSE

Short particulars of all the property charged

Please do not  
write in  
this margin

SEE PAPER APART 2

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

If there is not enough  
space on this form  
you may use the  
prescribed  
continuation sheet  
410cs

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

SEE PAPER APART 3

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

N/A

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

Signed per Frank Munnick on  
BEHALF OF BRISTOL UP

Date 11 October 2007

On behalf of [company] [chargee]†

#### 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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  
DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as  
appropriate

**Paper Apart Form 410 re Bond and Floating Charge**

**WHYTE AND MACKAY LIMITED (SC014456)**

**PAPER APART 1 – Amount secured by the charge**

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under any Finance Document (the “**Secured Liabilities**”)

**PAPER APART 2 – Short particulars of all the property charged**

The Chargor charges by way of a first floating charge the whole of the property (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the property and undertaking of the Chargor (the “**Security Assets**”)

**PAPER APART 3 – Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision**

1 The Chargor must not

- (a) create or permit to subsist any Security Interest or other third party rights or interests on or over any Security Asset, or
- (b) sell, transfer, license, lease, part with possession or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement. These restrictions apply to any Intellectual Property Rights as that term is defined in clause 6.1 of the Charge.

2 This Charge shall, subject to Section 464(2) of the Companies Act, rank in priority to any fixed security which shall be created by the Chargor after its execution of the Charge, other than a fixed security in favour of the Security Agent for itself and as trustee for the Finance Parties, and to any other floating charge which shall be created by the Chargor after its execution of the Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the floating charge hereby created by the Charge.

**Definitions**

In this Form 410

**Credit Agreement** means the £355,000,000 credit agreement dated on or about 27 September 2007 between (amongst others) the Chargor and the Security Agent

**Finance Document** shall have the meaning ascribed to it in the Credit Agreement

<b>Finance Party/Parties</b>	shall have the meaning ascribed to it in the Credit Agreement
<b>Obligor</b>	shall have the meaning ascribed to it in the Credit Agreement
<b>Security Interest</b>	means any mortgage, standard security, pledge, lien, charge, assignment, assignation in security, hypothecation or security interest or any other agreement or arrangement having a similar effect

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 14456

I hereby certify that a charge created by

WHYTE AND MACKAY LIMITED

on 28 SEPTEMBER 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 11 OCTOBER 2007 given at Companies House, Edinburgh  
15 OCTOBER 2007



**C O M P A N I E S   H O U S E**

