

Particulars of a charge created by a company registered in Scotland

410

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Pursuant to section 410 of the Companies Act 1985

COMPANIES HOUSE
FEE PAID £10
EDINBURGH

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

To the Registrar of Companies
(Address overleaf – Note 5)

For official use

Company number

11/0

SC32434

Name of Company

* Simple Cochran plc

* insert full name
of company

Date of creation of the charge (note 1)

20th March 2000

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

Guarantee and Debenture

Amount secured by the charge

Rider A

Names and addresses of the persons entitled to charge

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh, EH1
1YZ as agent and security trustee for itself and for each of the Secured
Parties (as defined in Rider A) (the "Security Trustee")

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

Dickson Minto WS
11 Walker Street
Edinburgh EH3 7NE
0131-225-4455
Doc. Ref: sample1.1fd

For official use
Charges Section

| Post room



SCT S4DI9P7W 0044
COMPANIES HOUSE 29/03/00

Short particulars of all the property charged.

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legibly, preferably
in black type or
bold block lettering

Rider B

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

Rider C

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

N/A

Signed

Richard Minto

Date

28 March 2000

On behalf of [company] [chargee] †

Notes

† delete as
appropriate

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. The address of the Registrar of Companies is:-

Companies Registration Office
102 George Street
Edinburgh EH2 3DJ

SEMPLE COCHRANE PLC

(Company Number SC32434)

RIDER A - FORM 410 (GUARANTEE AND DEBENTURE)

Amount secured by the charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Secured Parties under the Financing Documents together with:-

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Obligor under any facility agreement entered into after the date of the Guarantee and Debenture with all or any of the Secured Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date of the Guarantee and Debenture;
- (b) any further obligations and liabilities which may be made by any Secured Party to any Obligor under any agreement expressed to be supplemental to any of the Financing Documents and all interest, fees, and costs in connection therewith;
- (c) all costs, charges and expenses properly incurred by the Security Trustee or any of the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Financing Documents;
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Financing Documents;
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings other than as a result of wilful default or gross negligence on the part of the Security Trustee, any Secured Party or any of their agents (including any Receiver (as defined in the Guarantee and Debenture));



Where:-

"Agent"	means the Agent as defined in the Facility Agreement;
"Banks"	means the Banks as defined in the Facility Agreement;
"Company"	means Semple Cochrane plc (Registered Number SC32434);
"Facility Agreement"	means the facility agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 20th March 2000 between, <i>inter alia</i> , the Parent (1), the various banks and financial institutions named therein (2) and the Agent (3);
"Financing Documents"	means the Facility Agreement, the Security Documents, the Hedging Documents, any Waiver Letter and any document ancillary or pertaining thereto, the Guarantee and Debenture and any other document which the Security Trustee and the Company agree shall be designated a Financing Document;
"Group"	means the Parent and any of its subsidiaries from time to time and "member of the Group" shall be construed accordingly;
"Hedging Banks"	means the Hedging Banks as defined in the Facility Agreement;
"Hedging Documents"	means the Hedging Documents as defined in the Facility Agreement ;
"Issuing Bank"	means the Issuing Bank as defined in the Facility Agreement ;
"Obligor"	means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Agent, the



Security Trustee and the Secured Parties or any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;

"Parent"	means Semple Cochrane plc (Registered Number SC32434);
"Secured Liabilities"	means the amount secured by the Guarantee and Debenture as defined in this Rider A;
"Secured Parties"	means the Agent, the Banks, the Working Capital Bank, the Issuing Bank and the Hedging Banks or any of them as the context requires;
"Security Documents"	means the Security Documents as defined in the Facility Agreement ;
"Security Trustee"	means The Governor and Company of the Bank of Scotland as agent and security trustee for itself and for each of the Secured Parties;
"Waiver Letter"	means a Waiver Letter as defined in the Facility Agreement;
"Working Capital Bank"	means The Governor and Company of the Bank of Scotland.



SEMPLE COCHRANE PLC

(Company Number SC32434)

RIDER B - FORM 410 (GUARANTEE AND DEBENTURE)

Short particulars of the property mortgaged or charged

1. All freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures) (other than landlord's fixtures and fittings) and fixed plant and machinery from time to time thereon and therein to the extent the same belong to the Company.
2. All plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or thereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment.
3. 100 ordinary shares held by the Company in Riverdell Limited (registered number 2729063) and 100 ordinary shares held by the Company in Semple & Cochrane Systems Limited (registered number 2267226) together with all rights, including dividends and other distributions, arising in relation thereto.
4. All other shares and stock in the capital of any company which as at the date of the Guarantee and Debenture or at any time thereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto.
5. The benefit of all present and future licences (statutory or otherwise) held in connection with the business of the Company or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to the Company in respect thereof.
6. All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to the Company.
7. The goodwill and uncalled capital of the Company both present and future.



8. The book debts due or owing to the Company both present and future.
9. All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest.
10. The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future.
11. The undertaking and all other property and assets of the Company both present and future.

The charges on the property and assets described at 1, 2, 3, 4, 5, 6, 7, 8 and 9 above are created as fixed charges and constitute charges by way of legal mortgage on the property described at 1 and 3 above which is vested in the Company at the date of the Guarantee and Debenture.

The charges on the property and assets described at 10 and 11 above (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged under the Guarantee and Debenture by way of fixed charge) are created as floating charges until the provisions of Condition 14 set out in the Second Schedule to the Guarantee and Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created by the Guarantee and Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.

The Company in security for the payment and discharge of all the Secured Liabilities with full title guarantee assigns and agrees to assign to the Security Trustee all of the Company's right, title and interest, present and future to receive payment under the Acquisition Document and undertakes to the Security Trustee promptly to give such notice of the assignment under the Guarantee and Debenture and subsequent assignments under the Guarantee and Debenture as the Security Trustee may require, provided that to the extent (if any) that such right, title and interest are not assignable such assignment will operate as an assignment of proceeds received by the Company under the Acquisition Documents as security for the Secured Liabilities.

The Company authorises the Security Trustee and each Secured Party to hold as security for the Secured Liabilities any balances, credits, deposits, accounts or moneys to which it is entitled on any account with the Security Trustee or that Secured Party and to apply any such balances, credits, deposits, accounts



or moneys at any time without notice to the Company in satisfaction of any Secured Liabilities.

Where:-

"Acquisition Documents" means any agreement entered into for the purposes of the acquisition of the shares in the Target;

"Company" means Semple Cochrane plc (registered number SC32434);

"Target" means such company as the Company and the Security Trustee may agree from time to time.

Terms defined in Rider A shall have the same meaning when used in this Rider B.



SEMPLE COCHRANE PLC

(Company No. SC32434)

RIDER C - FORM 410 (GUARANTEE AND DEBENTURE)

Restrictions on power to grant further securities and any ranking provision

Save with the prior written consent of the Security Trustee, the Company shall not create any encumbrance over all or any part of its present or future revenues or assets except for Permitted Encumbrances.

Where:-

"Permitted Encumbrances" means Permitted Encumbrances as defined in the Facility Agreement

Terms defined in Rider A shall have the same meaning in this Rider C.



FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 32434

I hereby certify that a charge created by

SEMPLE COCHRANE PLC

on 20 MARCH 2000

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY
TRUSTEE

was delivered pursuant to section 410 of the Companies Act, 1985,
on 29 MARCH 2000

Given at Companies House, Edinburgh
31 MARCH 2000



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: SC032434 CHARGE: 10

(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
29/03/2000 GUARANTEE &	DEBENTURE	20/ 3/00 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	LEGAL MORTGAGE OVER PROPERTY; FIXED CHARGES OVER ASSETS; FLOATING CHARGE OVER SAME	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE

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: SC032434 CHARGE: 10

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