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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

CHA 116

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margin

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

1119

SC32434

Name of Company

* Semple Cochrane plc

* insert full name
of company

Date of creation of the charge (note 1)

20 March 2000

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

Floating Charge

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)

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

Dickson Minto WS
11 Walker Street
Edinburgh EH3 7NE
0131-225-4455
Doc. Ref: semple.lfd

For official use

Charges Section

Post room



SCT S4G5UP55 0684
COMPANIES HOUSE

27/03/00

IAN

Short particulars of all the property charged.

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write in
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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

Mickson Mint

Date

24 March 2000

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. The address of the Registrar of Companies is:-
Companies Registration Office
102 George Street
Edinburgh EH2 3DJ

† delete as
appropriate

SEMPLE COCHRANE PLC

(Company Number SC32434)

RIDER A - FORM 410 (FLOATING CHARGE)

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 Floating Charge 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 Floating Charge;
- (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;



Where:-

"Agent"	means the Agent as defined in the Facility Agreement;
"Banks"	means the Banks as defined in the Facility Agreement;
"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 Working Capital Facility Letter, the Security Documents, the Hedging Documents, any Waiver Letter, any Transfer Certificate and any other document which the Security Trustee and the Parent agree shall be designated a Financing Document;
"Group"	means the Parent and its subsidiary undertakings 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, cautioner, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and/or all or any of the Secured Parties 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 Floating Charge 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;
"Transfer Certificate"	means a Transfer Certificate as defined in the Facility Agreement ;
"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;
"Working Capital Facility Letter"	means the working capital facility letter as such letter is amended, varied, supplemented, novated or replaced from time to time between, <i>inter alia</i> , the Parent (1) and The Governor and Company of the Bank of Scotland (2) dated 20th March 2000.



SEMPLE COCHRANE PLC

(Company Number SC32434)

RIDER B - FORM 410 (FLOATING CHARGE)

Short particulars of all the property charged

The whole of the property, assets and rights (including uncalled capital) which is or may from time to time while the Floating Charge is in force be comprised in the property and undertaking of the Company.

Where:

"Company" means Semple Cochrane plc (registered number SC32434) of 14 William Street, Paisley PA1 2NA.



SEMPLE COCHRANE PLC

(Company Number SC32434)

RIDER C - FORM 410 (FLOATING CHARGE)

Restrictions on power to grant further security and any ranking provision

1. This Floating Charge shall subject to Section 464(2) of the Companies Act, rank in priority to any fixed security created by the Company after its execution of the Floating Charge (other than a fixed security in favour of the Security Trustee for and on behalf of itself and/or all or any of the Secured Parties or any Permitted Encumbrance which may rank ahead as a matter of law) and in priority to any floating charge created by the Company after its execution of the Floating Charge.
2. The Company shall not grant or create or permit to subsist any fixed security or other floating charge (except with the previous written agreement of the Security Trustee) and in particular but without prejudice to the generality of the foregoing the Company shall not and is expressly prohibited by the Floating Charge from granting or creating subsequent to its execution of the Floating Charge any such fixed security or floating charge over its assets or any part thereof other than any Permitted Encumbrance which will rank in priority to or *pari passu* with the floating charge created by the Floating Charge.
3. The Company shall not sell, transfer or otherwise dispose of or deal with all or any part of its property, assets or rights at any time after the date of the Floating Charge save with the prior written consent of the Security Trustee or in the ordinary course of its business.

Where:-

"the Companies Act" means the Companies Act 1985 (as amended);

"Company" means Semple Cochrane plc (registered number SC32434) of 14 William Street, Paisley PA1 2NA;

"Permitted Encumbrance" means Permitted Encumbrance 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 AGENT
AND SECURITY TRUSTEE

was delivered pursuant to section 410 of the Companies Act, 1985,
on 27 MARCH 2000

Given at Companies House, Edinburgh
29 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: 9

(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
27/03/2000		20/ 3/00 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND 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: 9

(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						