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

* Insert full name of company

COMPANIES FORM No. 410(Scot)

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.

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies
(address overleaf - note 6)

For official use

Company Number

SC043286

Name of company

* Shanks Midlands Limited (the "Chargor")

Date of creation of the charge (note 1)

12 July 2004

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

Bond and Floating Charge (the "Floating Charge")

Amount secured by the charge

See Paper Apart 1

Names and addresses of the persons entitled to the charge

See Paper Apart 2

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

Brodies LLP (MWM)
15 Atholl Crescent
Edinburgh EH3 8HA
Tel: 0131 228 3777
DX ED10, Edinburgh-1

For official use

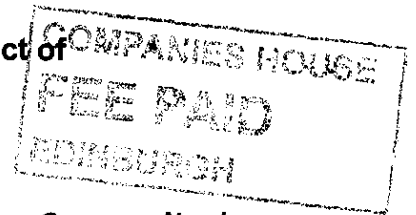
Charges Section

Post room



SCT 82V12WUP 0155
COMPANIES HOUSE 16/07/04

410



Short particulars of all the property charged.

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

See 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 (note 2)

See Paper Apart 4

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

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

NIL

Signed

Burkes LLP

Date

16 July 2004

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 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

SHANKS MIDLANDS LIMITED

SC043286

PAPER APART 1

Amount secured by the charge

All present and future obligations and liabilities of any nature of the Chargor due, owing or incurred under the Finance Documents (as defined in the Facilities Agreement) to the Security Agent and/or the Finance Parties and/or any Receiver (including, without limitation under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisation under the Finance Documents), and whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any Receiver actual or contingent, mature or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with the Facilities Agreement after as well as before judgement and all costs, charges and expenses incurred in connection therewith which are payable by the Chargor in accordance with the terms of the Finance Documents. In each case and notwithstanding the provision of the Floating Charge, except for any obligations or liabilities which, if they did form part of the Secured Liabilities, would result in the floating charge (or any part thereof) constituting unlawful financial assistance in contravention of section 151 of the Companies Acts 1985.

PAPER APART 2

Names and addresses of persons entitled to the charge

Barclays Bank plc, 54 Lombard Street, London EC3P 3AH (the "Security Agent") as agent and trustee for the Finance Parties as defined in the Facilities Agreement.

PAPER APART 3

Short Particulars of all the Property charged

The whole of the property, assets and undertaking both present and future (including uncalled capital) from time to time of the Chargor (other than the Leasehold Restricted Properties and any Excluded Insurance, in each case in so far as they relate to the Chargor)

PAPER APART 4

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

The floating charge created by the Floating Charge shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any Fixed Security or any other floating charge other than any Fixed Security or Floating Charge in favour of the Security Agent.

The Chargor shall not, without the prior written consent of the Security Agent, create or permit to exist any Fixed Security or floating charge over all or any part of the Assets other than a Permitted Security Interest.

The Security Agent and the Chargor agree that the Floating Charge shall rank ahead of the floating charge constituted by the Debenture for all purposes and at all times.

The Chargor may not create or permit to subsist any Security Interest on any Security Asset other than a Permitted Security Interest, or sell, transfer, licence, hire out, lend, lease or otherwise dispose of any Security Asset or the equity or redemption therein or permit any person to do any such thing except as permitted under the Facilities Agreement.

SHANKS MIDLANDS LIMITED

SC043286

The defined terms in the attached Papers Apart 1-4 have the meanings set out below

Act means the Insolvency Act 1986.

Assets means the whole of the property, assets and undertaking both present and future (including uncalled capital) from time to time of the Chargor (other than the Leasehold Restricted Properties and any Excluded Insurance, in each case in so far as they relate to the Chargor).

Debenture means the debenture entered into by, inter alios the Chargor in favour of the Security Agent dated on or around the date of the Floating charge and forming part of the Finance Documents as defined in the Facilities Agreement (as amended from time to time).

Delegate means a delegate or sub-delegate appointed, directly or indirectly pursuant to clause 10.1 (Delegation).

Facilities Agreement means the facilities agreement dated on or around the date of the Floating charge among Cholet Investments 2 Limited (Company Number 05056435) and Cholet Acquisitions 2 Limited (Company Number 05056437), the Security Agent and the financial institutions named therein.

Fixed Security shall have the meaning given to it in Section 486 of the Companies Act 1985.

Party means a party to the Floating Charge.

Receiver means an administrative receiver, administrator, receiver and manager or a receiver, in each case, appointed under the Floating Charge.

Secured Liabilities means all present and future obligations and liabilities of any nature of the Chargor due, owing or incurred under the Finance Documents (as defined in the Facilities Agreement) to the Security Agent and/or the Finance Parties and/or any Receiver (including, without limitation under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisation under the Finance Documents), and whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any Receiver actual or contingent, mature or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with the Facilities Agreement after as well as before judgement and all costs, charges and expenses incurred in connection therewith which are payable by the Chargor in accordance with the terms of the Finance Documents. In each case and notwithstanding the provision of the Floating Charge, except for any obligations or liabilities which, if they did form part of the Secured Liabilities, would result in the Floating Charge (or any part thereof) constituting unlawful financial assistance in contravention of section 151 of the Companies Acts 1985, and "Secured Liability" shall be construed accordingly.

Security Assets means all Assets from time to time of the Chargor the subject or purporting to be the subject of any security created by the Floating Charge and, where the context so permits, the proceeds of sale of such Assets.

Security Period means the period beginning on the date of the Floating Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 43286

I hereby certify that a charge created by

SHANKS MIDLANDS LIMITED

on 12 JULY 2004

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of BARCLAYS BANK PLC AS AGENT AND TRUSTEE

was delivered pursuant to section 410 of the Companies Act, 1985,
on 16 JULY 2004 given at Companies House, Edinburgh
20 JULY 2004



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

Alteration to Charges

Memoranda of Satisfaction

AND

Appointments and Cessations

of Receivers

OF

SHANKS MIDLANDS LIMITED

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: SC043286 CHARGE: 1

(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
16/07/2004		12/ 7/04 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	BARCLAYS BANK PLC AS AGENT AND 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: SC043286 CHARGE: 1

(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						