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COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

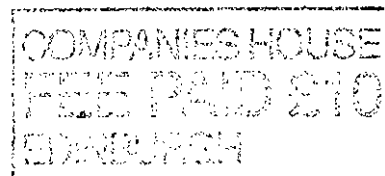
# 410

CHFP000

**A fee of £10 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



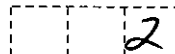
*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

*\* insert full name  
of company*

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



SC048123

Name of company

\* PENNANT PLANT LIMITED ("the Company")

Date of creation of the charge (note 1)

20 April 1999

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

Floating Charge ("the Floating Charge")

Amount secured by the charge

Paper Apart A

Names and addresses of the persons entitled to the charge

Paper Apart B

Presentor's name address telephone  
number and reference (if any):  
MacRoberts, Solicitors  
27 Melville Street  
Edinburgh EH3 7JF  
DX ED207  
MM/MM/MH/4RCAL 001

For official use  
Charges Section

Post room



Short particulars of all the property charged.

Please do not  
write in  
this margin

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

Paper Apart C

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

Paper Apart D

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

Nil

Signed  Date 29/04/99

On behalf of [company] [chargee]†

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

† delete as  
appropriate

#### 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

**THIS IS THE PAPER APART REFERRED TO IN THE FOREGOING FORM 410 IN RESPECT OF PENNANT PLANT LIMITED DATED 29 APRIL 1999.**

**In the foregoing Form 410 and in this paper apart the following phrases shall have the following meanings ascribed to them :-**

"the Act" means the Companies Act 1985;

"the Agreement" means the Facility Agreement entered into to or to be entered into among, inter alia, Miller 1999 plc, the Company and the Banks;

"Charged Assets" means the whole of the property, assets and undertaking (including uncalled capital) which is or may be from time to time while the Floating Charge is in force comprised in the property and undertaking of the Company;

"Encumbrance" is as defined in the Agreement;

"Funding Document" is as defined in the Agreement;

"Permitted Encumbrance" is as defined in the Agreement;

"Secured Liabilities" means all present and future obligations and liabilities of the Company to the Security Trustee and the Beneficiaries (or any of them) under the Floating Charge and under the Agreement, or any of the other Funding Documents and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Security Trustee and the Beneficiaries (or any of them); and

Unless otherwise stated, terms and expressions defined in the Agreement shall have the same meaning in the Floating Charge.

References in the Floating Charge to a "fixed security" shall be construed as a reference to a fixed security as defined by Section 486 of the Act as in force at the date of the Floating Charge.

The expressions "the Company", "the Security Trustee", "the Beneficiaries" shall include the permitted successors, assignees and transferees of the Company, the Security Trustee and the Beneficiaries;

The expression the Agent shall include any person for the time being the Agent under the Agreement and, in the case of the Security Trustee, shall include any person for the time being the Security Trustee under the Agreement.

Unless any provision of the Floating Charge or the context otherwise requires, any reference in the Floating Charge to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.

In the Floating Charge the singular includes the plural and vice versa. Clause headings are for convenience of reference only and a reference to a Clause is a reference to a clause of the Floating Charge.

Any reference in the Floating Charge to a document of any kind whatsoever (including the Floating Charge) is to that document as amended or varied or supplemented or novated or substituted from time to time.



**Paper Apart A**

The Secured Liabilities

**Paper Apart B**

THE ROYAL BANK OF SCOTLAND plc, a company incorporated in Scotland under the Companies Acts with registered number 90312 having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB ("the Security Trustee") for itself and as trustee for and on behalf of the Agent, the Banks, the Clearing Bank and the Issuing Bank (as those terms are defined in the Agreement) (collectively referred to as "the Beneficiaries")

**Paper Apart C**

The Charged Assets

**Paper Apart D**

The Floating Charge shall, subject to Section 464(2) of the Act, rank in priority to any fixed security which shall be created by the Company after its execution of the Floating Charge, other than a fixed security in favour of the Security Trustee for itself and/or as trustee for the Beneficiaries and to any other floating charge which shall be created by the Company after its execution of the Floating Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the Floating Charge created by it.

Except with the prior written consent of the Security Trustee, the Company shall not create, incur, assume or permit to subsist any Encumbrance on all or any part of the Charged Assets except for:-

any Permitted Encumbrance; or

liens arising solely by operation of law in the ordinary course of the Company's trade provided that any such lien must be discharged by the Company within seven days of it arising.

Except with the prior written consent of the Security Trustee or as expressly permitted by the terms of any Funding Document, the Company shall not sell, feu, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Charged Assets.





**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 48123

I hereby certify that a charge created by

PENNANT PLANT LIMITED

on 20 APRIL 1999

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE ROYAL BANK OF SCOTLAND plc

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 30 APRIL 1999

Signed at Edinburgh  
5 MAY 1999



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



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: SC048123 CHARGE: 2

(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
30/04/1999		20/ 4/99 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 ROYAL BANK OF SCOTLAND plc

# 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: SC048123 CHARGE: 2

(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						