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COMPANIES FORM No. 410(Scot)

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

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

[0] [1] [0] [2]

80212

Name of company

* CAIRD TRADING LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

8TH MARCH 1996

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

DEBENTURE

Amount secured by the charge

FIRST the balance from time to time unpaid of all monies now due or hereafter to become due to the Bank by the Charging Company or by CAIRD GROUP PLC (Company number 10344) (hereinafter called "the Customer")

SECONDLY all liabilities now owing or hereafter to become owing to the Bank by the Charging Company or by the Customer either actual and/or contingent

and in each case whether the same shall be due or owing alone or jointly with any other person or persons or by any firm in which the Charging Company or the Customer may be a partner on overdraft or otherwise and whether as principal or surety including commission and other usual banker's charges and interest thereon both before and after

Names and addresses of the persons entitled to the charge

YORKSHIRE BANK PLC

20 MERRION WAY

LEEDS LS2 8NZ

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

Booth & Co.
Sovereign House
South Parade
Leeds
LS1 1HQ
(Tel No. 0113 2832000)
(Ref: RPEB/26074/7492)

For official Use
Charges Section



Short particulars of all the property charged.

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bold block lettering

FIRST all the freehold and leasehold property of the Charging Company both present and future and all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon

SECONDLY all book debts and other debts (including without limitation all monies standing to the credit of the Charging Company on any account with the Bank or with any other person) revenues and claims now due or hereafter to become due or owing to the Charging Company and the benefit of all rights relating thereto

THIRDLY all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) of the Charging Company both present and future in any company corporation firm consortium or entity wheresoever situate

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

The Charging Company shall not without the prior consent in writing of the Bank create or continue any mortgage debenture or charge or allow any lien (other than a lien arising by operation of law in the ordinary course of the Charging Company's business) to arise or affect all or any part of the property charged by the Debenture ranking either in priority to or pari passu with the charge created by the Debenture

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

NONE

Signed Bood & Co. Date 11th March 1996

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

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inappropriate

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

80212

Name of company

CAIRD TRADING
Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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continued from Page 1 of Form 395

demand is made or judgement obtained at the rate or respective rates in force for the time being for monies owing to the Bank by the Charging Company or by the Customer from the respective times at which such monies shall have become due until payment such interest to be computed and compounded according to the usual mode of the Bank from time to time and all costs and expenses (including internal administrative costs) incurred by the Bank in relation to the Debenture in enforcing or seeking to enforce the security thereby created on an indemnity basis

THIRDLY all monies agreed to be paid by the Charging Company in accordance with the provisions of any guarantee or guarantees given by the Charging Company to the Bank in respect of the indebtedness and liability to the Bank of:

- 1 the Customer or
- 2 any company or companies which may hereafter for the time being constitute a subsidiary or subsidiaries (as defined in section 736 of the Companies Act 1985) of the Charging Company or of any holding company (as therein defined) of the Charging Company or
- 3 any company or companies which may be otherwise associated with the Charging Company in business

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

continued from Page 2 of Form 395

Please complete
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FOURTHLY all the present and future uncalled capital and goodwill of the Charging Company and all present and future copy rights patents inventions trade marks design rights knowhow and other intellectual property rights and the benefit of any application for the same and all benefits deriving therefrom including but not limited to royalties fees profit sharing agreements and income arising therefrom

FIFTHLY the undertaking and all property and assets of the Charging Company both present and future

The Charge created shall as regards the property first secondly thirdly and fourthly described be a specific first charge and as regards all those parts of the property first described now vested in the Charging Company shall constitute a charge by way of legal mortgage thereon and as to the property fifthly described shall be a floating charge but so that the Charging Company shall not without the prior consent in writing of the Bank:

- 1 sell assign factor discount pledge or otherwise charge or dispose of all or any part of the property secondly charged other than in accordance with clause 8(c) of the Debenture or

- 2 sell assign transfer or otherwise dispose of the whole or any material part of its undertaking property or assets except by way of sale at full value in the ordinary course of the Charging Company's trade as transacted at the date of the Debenture



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 80212

I hereby certify that a charge created by

CAIRD TRADING LIMITED

on 8 MARCH 1996

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of YORKSHIRE BANK PLC

was delivered pursuant to section 410 of the Companies Act, 1985,
on 12 MARCH 1996

Signed at Edinburgh
14 MARCH 1996

Stuart S. Smith
For 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: SC080212 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
12/03/1996		8/ 3/96 DEBENTURE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	YORKSHIRE BANK 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: SC080212 CHARGE: 2

(8) 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.	(9) 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.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act