

# M

COMPANIES FORM No. 410(Scot)

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

# 410

A fee of £13 is payable to Companies House in  
respect of each register entry for a mortgage or  
charge

CHFP025

Please do not  
write in this  
margin

Pursuant to section 410 of the Companies Act 1985

COMPANIES HOUSE  
FEE PAID  
EDINBURGH

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

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

For official use

Company number

1114

SC122818

Name of company

\* GTC GROUP LIMITED (the "Chargor")

insert full name  
of company

Date of creation of the charge (note 1)

26 March 2009 (the "Charge Date")

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

Floating Charge (the "Charge Document")

Amount secured by the charge

The Secured Obligations.

Capitalised terms not defined in this Form 410 are defined in the Schedule  
annexed hereto.

Names and addresses of the persons entitled to the charge

HSBC Corporate Trustee Company (UK) Limited, 8 Canada Square, London E14  
5HQ in its capacity as security trustee for itself and the other Secured  
Parties (the "Security Trustee").

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

Tods Murray LLP  
Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG

0131 656 2000  
HAP.ANC.JBD.R00507.1179

For official use (06/2005)  
Charges Section

THURSDAY



\*SLHVA8V2\*

SCT

09/04/2009

18

COMPANIES HOUSE

Short particulars of all the property charged.

all the Chargor's property, assets and undertaking (including uncalled capital), wherever located, both present and future.

Please do not  
write in  
this margin

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

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

1. During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions described in Clause 6.1 of the Charge Document, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

2. The floating charge created by Clause 3.1 of the Charge Document shall rank ahead of any other floating charge and any fixed security (other than any fixed security in favour of the Security Trustee) which may be or have been granted by the Chargor over and/or in respect of the Secured Assets after the Charge Date.

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

Nil

Signed

*Rohan Bunsido pp. [Signature]*

Date 9 April 2009

On behalf of ~~XXXXXX~~ [chargee] †

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

#### 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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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  
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as  
appropriate

## **PART 1 - Definitions**

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**"Additional Guarantor"** means a company which becomes a Guarantor in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 of the Facilities Agreement (Form of Accession Letter).

**"Affiliate"** has the meaning given to it in the Facilities Agreement.

**"Agent"** means The Royal Bank of Scotland PLC as agent of the other Finance Parties.

**"Ancillary Document"** has the meaning given to it in the Facilities Agreement.

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 of the Facilities Agreement (Ancillary Facilities).

**"Ancillary Lender"** has the meaning given to it in the Facilities Agreement.

**"Arranger"** means HSBC Bank PLC and The Royal Bank of Scotland PLC as mandated lead arrangers whether acting individually or together.

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors) and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 7.9 of the Facilities Agreement (Affiliates of Borrowers).

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 of the Facilities Agreement (Form of Compliance Certificate).

**"Cosalt"** means Cosalt plc incorporated under the Companies Acts in England and Wales (Registered Number 00019628) and having its Registered Office at Fish Dock Road, Grimsby, North East Lincolnshire DN21 3NW.

**"Cosalt Retirement Plan"** means The Cosalt Plc Retirement Benefits Plan, established with effect from 17 December 1957 and as at the 26 March 2009, governed by a definitive trust deed and rules dated 24 March 2000 (as amended).

**"Cosalt Retirement Plan Trustees"** means Frederick William Wood of Pleasant House, Pleasant Place, Louth, Lincolnshire, Ronald Briggs Heaton of 7 Ings Lane, Waltham, North East Lincolnshire, Paul Arthur Bradbury of 9 Oyster Court, Cleethorpes, DN35 8QE, Alan Smith of The Poplars, Edenfield Estate, Hornsea, East Yorkshire and Roger Vince Whyte McCracken of 39a Westgate, Louth, LN11 9YQ in their capacity as trustees of the Cosalt Retirement Plan, and shall include their successors and assignees, transferees or substitutes.

**"Deed of Priority"** means the deed of priority dated 26 March 2009 and made between inter alia Cosalt, the Security Trustee, the Cosalt Retirement Plan Trustees and the members of the Group referred to therein.

**"Delegate"** has the meaning given to it in the Facilities Agreement.

**"Discharge Date"** means the date with effect from which the Security Trustee confirms to Cosalt that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

**"Facilities Agreement"** means the facilities agreement dated 26 March 2009 made between, amongst others, Cosalt and the companies listed in Schedule 1 of the Facilities Agreement (as Obligors), HSBC Bank plc and The Royal Bank of Scotland plc (as mandated lead arrangers), HSBC Bank plc and National Westminster Bank plc (as Lenders), The Royal Bank of Scotland plc (as Agent) and the Security Trustee.

**"Fee Letter"** has the meaning given to it in the Facilities Agreement.

**"Finance Document"** means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Intercreditor Deed, the Deed of Priority, the Scottish Ranking Agreement, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and Cosalt.

**"Finance Party"** means the Agent, the Arranger, the Security Trustee, a Lender, an Ancillary Lender or a Hedge Counterparty.

**"Financial Indebtedness"** has the meaning given to it in the Facilities Agreement.

**"Group"** means Cosalt and its Subsidiaries for the time being.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**"Hedge Counterparty"** has the meaning given to it in the Facilities Agreement.

**"Hedging Agreement"** has the meaning given to it in the Facilities Agreement.

**"Hedging Bank"** has the meaning given to it in the Facilities Agreement.

**"Intercreditor Deed"** means the intercreditor deed dated 26 March 2009 and made between Cosalt, the other Obligors, the Security Trustee, the Agent, the Lenders, the Ancillary Lenders, the Hedging Banks, the Intra-Group Creditors and the Intra-Group Debtors.

**"Intra-Group Creditors"** has the meaning given to it in the Facilities Agreement.

**"Intra-Group Debtors"** has the meaning given to it in the Facilities Agreement.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 27 of the Facilities Agreement (Changes to the Lenders),

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement.

**"Obligor"** means a Borrower or a Guarantor.

**"Original Borrowers"** means Cosalt, together with the subsidiaries of Cosalt (including the Chargor) listed in Part I of Schedule 1 of the Facilities Agreement (The original Parties) as original borrowers.

**"Original Guarantors"** means Cosalt, together with the subsidiaries of Cosalt (including the Chargor) listed in Part I of Schedule 1 of the Facilities Agreement (The original Parties) as original guarantors.

**"Original Lenders"** means those companies listed in Part II of Schedule 1 of the Facilities Agreement (The Original Lenders).

**"Party"** means a party to the Facilities Agreement.

**"Receiver"** has the meaning given to it in the Facilities Agreement.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 of the Facilities Agreement (Form of Resignation Letter).

**"Scottish Ranking Agreement"** means the agreement to be entered into between, amongst others, Cosalt, the Security Trustee, the Cosalt Retirement Plan Trustees and the members of the Group referred to therein.

**"Secured Assets"** means, at any time, all of the property assets and undertaking of the Chargor which are at that time the subject of the floating charge created by this Floating Charge.

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Charge Document (or any part of it) would give rise to financial assistance within the meaning of section 152(1)(a) of the Companies Act 1985 unless such financial assistance is not prohibited by virtue of the provisions of section 153 of the Companies Act 1985 or by virtue of due compliance with the provisions of sections 155 to 158 (inclusive) of the Companies Act 1985.

**"Secured Parties"** means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate.

**"Security"** means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Period"** means the period beginning on the Charge Date and ending on the Discharge Date.

**"Selection Notice"** means a notice substantially in the form set out in Part II of Schedule 3 of the Facilities Agreement (Requests) given in accordance with Clause 13 of the Facilities Agreement (Interest Periods) in relation to a Term Loan.

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

**"Term Loan"** has the meaning given to it in the Facilities Agreement.

**"Transaction Security Documents"** has the meaning given to it in the Facilities Agreement.

**"Utilisation Request"** means a notice substantially in the relevant form set out in Part I of Schedule 3 of the Facilities Agreement (Requests).



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 122818

CHARGE NO. 14

I HEREBY CERTIFY THAT A CHARGE CREATED BY GTC  
GROUP LIMITED

ON 26 MARCH 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF HSBC CORPORATE TRUSTEE COMPANY (UK)  
LIMITED

WAS DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985 ON 9 APRIL 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 15 APRIL 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES