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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

CHA 116

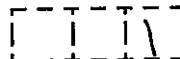
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Pursuant to section 410 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



163036

Name of Company

* CATCHMENT HIGHLAND LIMITED (the "Lessee")

* insert full name
of company

Date of creation of the charge (note 1)

12 DECEMBER 1996

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

Instrument of Charge

Amount secured by the charge

As specified in the attached Schedule 1

Names and addresses of the persons entitled to charge

Societe Generale, London Branch, Exchange House, Primrose Street, London,
EC2A 2HT (the "Bank")Presentor's name address telephone
number and reference (if any):McGrigor Donald
63 Queen Victoria Street
London
EC4N 4ST
Ref : MML/410B.LFDFor official use
Charges Section

Post room

SCT *SD3FQRQU* 1226
COMPANIES HOUSE 23/12/96

Short particulars of all the property charged.

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write in
this margin

All of the property which is from time to time comprised in the property and undertaking of the Lessee, including, without limitation, (i) uncalled capital of the Lessee, (ii) rights of the Lessee to require third parties to provide funding to the Lessee, whether by way of share capital, subordinated debt or otherwise, and (iii) all the assets of the Lessee.

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)

As specified in the attached Schedule 2.

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

NIL

Signed Alfred Donald Date 14/12/06

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

SCHEDULE 1

1. In this Schedule 1 and Schedule 2 below :-

"Credit Agreement" means the credit agreement entered or to be entered into on or about the date of the Instrument of Charge between Holdco, Conco, the Lessee and the Bank by which, inter alia, the Bank has agreed to make certain facilities available to Holdco and to Conco;

"Holdco" means Catchment Highland Holdings Limited, an incorporated company registered in Scotland under number 168790;

"Lease Documents" has the meaning given to it in the Credit Agreement;

"Conco" means Catchment Limited, an incorporated company registered in Scotland under number 163035;

"Relevant Documents" has the meaning given to it in the Credit Agreement (and includes the Credit Agreement and the Lease Documents);

"Rights" means rights, guarantees, indemnities, authorities, discretions, remedies, powers, servitudes, wayleaves or rights of way, and appurtenances (in each case, of any nature whatsoever and howsoever arising);

"Security" includes any mortgage, pledge, lien, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same commercial or economic effect (and **"secured"** shall be construed accordingly);

"Security Documents" has the meaning given to it in the Credit Agreement;

References to the Bank shall be deemed to be references to or to include, as appropriate, its successors and permitted assignees, transferees and substitutes (whether original or derivative);

References to the "assets" of any person shall be construed as a reference to all of its business, undertaking, property, assets, Rights and revenues (including any right to receive revenues).

2. The amounts secured by the charge are :-

- (a) all moneys, debts and liabilities which now are or have been or at any time hereafter shall or may be or become due, owing or incurred by the Lessee to the Bank under or in connection with the Credit Agreement (including, without limitation, Clause 16 thereof), the Lease Documents and/or any of the other Relevant Documents;
- (b) all other moneys, debts and liabilities which now are or have been or at any

time hereafter shall or may be or become due, owing or incurred by the Lessee to the Bank (including as a result of the transfer, whether by way of novation or otherwise, to the Lessee of any obligation(s) of Holdco, Conco or any other person(s)), in each case, whether in respect of principal, interest or otherwise, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise howsoever;

- (c) all proper legal and other costs and expenses and losses incurred in any manner whatsoever by the Bank in relation to such moneys, debts and liabilities or to the Instrument of Charge (including, without limitation, any costs, expenses or losses incurred by the Bank in enforcing or otherwise attempting to recover any such moneys, debts or liabilities) on a full indemnity basis.

SCHEDULE 2

1. The floating charge (the "Charge") created by the Instrument of Charge shall, except as may otherwise be agreed in writing by the Bank and subject to Section 464(2) of the Companies Act 1985 and to paragraph 3 below, rank in priority to any fixed security within the meaning of Section 486 of the Companies Act 1985 which shall be created by the Lessee after its execution of the Instrument of Charge and to any other floating charge.
2. Except as may otherwise be agreed in writing by the Bank and subject to paragraph 3 below, the Lessee has undertaken that it will not, after its execution of the Instrument of Charge, create or permit to be created, any Security (as defined in the attached Schedule 1), the creation of which would be in breach of any of its obligations under the Relevant Documents (as so defined). The creation of any Security other than the Security described in (a) to (d) below will be a breach of such obligations :-
 - (a) the Security created by or pursuant to the Security Documents;
 - (b) liens arising solely by operation of law in the ordinary course of trading in respect of indebtedness which either (i) has been outstanding and, if it has fallen due, has been due for less than 30 days or (ii) is being contested in good faith and by appropriate means;
 - (c) any Security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired by the Lessee in the ordinary course of its business; and
 - (d) any other Security created or subsisting with the prior consent of the Bank.
3. The Charge shall in all respects rank after and postponed to any other Security granted by the Lessee in favour of the Bank pursuant to the Security Documents.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 163036

I hereby certify that a charge created by

CATCHMENT HIGHLAND LIMITED

on 12 DECEMBER 1996

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of SOCIETE GENERALE

was delivered pursuant to section 410 of the Companies Act, 1985,
on 23 DECEMBER 1996

Signed at Edinburgh
24 DECEMBER 1996

R. Graham
For Registrar of Companies



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

Alteration to Charges

Memoranda of Satisfaction

AND

Appointments and Cessations

of Receivers

OF

CATCHMENT HIGHLAND 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: SC163036 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 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
23/12/1996		12/12/96 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	SOCIETE GENERALE

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: SC163036 CHARGE: 1

(8)	(9)	(10)	(11)	(12)		
				Receiver		
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	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						

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: SC163036 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
23/12/1996		REJECTED FORM 410				

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: SC163036 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