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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**

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write in
this margin*

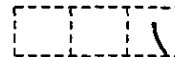
Pursuant to section 410 of the Companies Act 1985

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

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

For official use

Company number



SC187484

Name of company

** insert full name
of company*

* McBains Cooper Scotland Limited

Date of creation of the charge (note 1)

9th day of October 2003

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

Mortgage Debeture made between (1) the Company and
(2) AIB Group (UK) p.l.c. ("the Bank")

Amount secured by the charge

All liabilities of the Company present and future
actual and/or contingent to the Bank

Names and addresses of the persons entitled to the charge

AIB Group (UK) plc, Central Securities (GB)
Bankcentre Britain, Belmont Road, Uxbridge,
Middx UB8 3SA

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

AIB Group (UK) p.l.c.
DX 45104 Uxbridge

For official use (02/00)
Charges Section

Post room



SCT SMK73PGD 0152
COMPANIES HOUSE 24/10/03

Short particulars of all the property charged.

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bold block
lettering

1. A fixed equitable charge over the Company's estate or interest in all freehold and/or leasehold property now or at any time belonging to or charged to the Company (other than the property described in 8 below) and the benefit of all other agreements or licences relating to land to which from time to time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing ("the Equitably Charged Property").
2. (a). A fixed charge over all book debts and other debts now or at any time due or owing to the Company and (subject to the following proviso) all moneys which the Company receives in respect thereof but so that in the absence of specific written instructions from the Bank to the contrary the Company shall pay into the Company's current account with the Bank or if directed by the Bank into a special or specific designated account with the Bank either in the name of the Company or the Bank or in the joint names of the Company and the Bank or into such other account as the Bank may direct all moneys which it may receive in respect thereof and shall not without the prior consent in writing of the Bank sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such book and other debts to the Bank. Provided that prior to the Mortgage Debenture becoming enforceable, in the absence of any directions to the contrary from the Bank any moneys in respect of the said book and other debts received by the Company and paid into the Company's current account with AIB Group (UK) p.l.c. shall be released from the fixed charge and shall become subject to the floating charge referred to in (7) below.

(b). A fixed charge over all credit balances of the Company with the Bank or with other bankers or other third parties but so that the Company shall inform the Bank of the existence of any such credit balances and shall if so directed by the Bank transfer such credit balances into an account with the Bank and the Company shall not without the prior written consent of the Bank sell or otherwise charge or assign the same in favour of any other person or purport to do so.

SEE PAPER APART

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

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

NIL

Signed Clare Lellan

Date 22nd October 2003

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

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

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

CHA230

Particulars of a mortgage or charge
(Continued)

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

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

SC187484

Name of company

* Delete if
inappropriate

McBains Casper Scotland Limited

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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

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in black type, or
bold block lettering

3. A fixed charge over all stocks, shares and/or other securities now or at any time owned by the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in (or from) any body corporate together with all rights in respect of or incidental to such stock, shares and other securities ("the Securities").
4. A fixed charge over the goodwill, licences, patents, patent applications, trademarks, copyrights, rights in the nature of copyright, registered designs and all other intellectual property rights now or at any time belonging to the Company ("the Goodwill and Intellectual Property").
5. A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed under the terms of the Mortgage Debenture or a liquidator).
6. A fixed charge over all plant, machinery, vehicles, computers and office and other equipment now or at any time belonging to the Company (other than insofar as it is part of the Company's stock in trade)("the Equipment").
7. A floating charge over the undertaking and all other property, assets and rights present and future of the Company but so that the Company shall not without the prior consent in writing of the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking.
8. A charge by way of Legal Mortgage over the following property and the proceeds of sale thereof ("the Legally Mortgaged Property"):-

N.B. The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Bank from:-

- (a) creating any mortgage, or other security interest over the Equitably Charged Property, the Goodwill and Intellectual Property, the Securities the Equipment or the Legally Mortgaged Property or any part of or interest in the same;
- (b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property; and
- (c) parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence or right to occupy it or any part thereof.