

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.**

Pursuant to section 410 of the Companies Act 1985

Please do not
write in
this margin

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

SC253126

Name of company

* Motherwell Bridge International Limited (the "Company")

Date of creation of the charge (note 1)

12th day of June 2008

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

Floating Charge (the "Floating Charge")

Amount secured by the charge

All monies and liabilities now or hereafter due, owing or incurred by the Company to the Finance Parties, or any of them, under or pursuant to the Finance Documents

See Paper Apart for definitions

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland plc (the "Security Trustee")

36 St Andrew Square

Edinburgh EH2 2YB

Presentor's name address telephone
number and reference (if any)
Dundas & Wilson CS LLP
191 West George Street
Glasgow G2 2LD

For official Use
Charges Section

Post room

FRIDAY



SCT

SX5160QR
20/06/2008
COMPANIES HOUSE

1486

Short particulars of all the property charged

See Paper Apart

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)

See Paper Apart

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

N/A

For The Royal Bank of Scotland plc

Signed *David E. Taylor for Dundas & Wilson LLP* Date *19/6/08*

On behalf of mortgagee/chargee †

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

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 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

This is the Paper Apart referred to in the foregoing Form 410 relative to the Floating Charge by Motherwell Bridge International Limited in favour of The Royal Bank of Scotland plc dated 12 June 2008

In the foregoing Form 410 and this Paper Apart, the following definitions shall apply:

"Finance Documents" means the Finance Documents as defined in the Master Murabaha Agreement

"Finance Parties" means the Finance Parties as defined in the Master Murabaha Agreement

"Master Murabaha Agreement" means the agreement between Elydale Limited and The Royal Bank of Scotland plc, as Investor dated 12 June 2008

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time while the security is in force comprised in the property and undertaking of the Company (the **"Property"**)

Note: The Floating Charge contains provisions by which the Company undertakes to the Security Trustee that, without the previous written consent of the Security Trustee

- (a) The Company will not and will ensure that no Subsidiary of the Company will realise its book debts or other debts by means of block discounting factoring or the like or deal with its book debts or other debts otherwise than by collecting them in the ordinary course of its business,
- (b) The Company will not and will ensure that no Subsidiary of the Company will dispose of any of its heritable, freehold or leasehold property or any interest or estate therein,
- (c) The Company will not and will ensure that no Subsidiary of the Company will dispose of any of its undertaking or any of its other property assets or rights other than in the ordinary course of business,
- (d) The Company will not and will ensure that no Subsidiary of the Company will grant or accept a renunciation or surrender of any lease or licence of or part with or share possession or occupation of its heritable freehold or leasehold property or any part of it,
- (e) The Company will not and will ensure that no Subsidiary of the Company will borrow or raise any money,
- (f) The Company will not call up any capital or receive any uncalled capital in advance of calls

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provisions

- 1 Unless otherwise agreed in writing by the Security Trustee, the Floating Charge shall, subject to Section 464(2) of the Companies Act 1985 and to Clause 2 below, rank in

priority to any fixed security and any other floating charge which shall be created by the Company after its execution of the Floating Charge

- 2 Any fixed security granted by the Company in favour of the Security Trustee either before or after the Company's execution of the Floating Charge shall in all respects rank in priority to the Floating Charge
- 3 The Company, without the previous written consent of the Security Trustee, will not create or permit to arise any fixed security or floating charge or lien (including in each case one which ranks after the Floating Charge as well as one which has priority over or ranks par passu with the Floating Charge) on any of the Property and will ensure that no Subsidiary of the Company will create or permit to arise any fixed security or floating charge or lien on any of its undertaking property assets or rights



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 253126

CHARGE NO. 7

I HEREBY CERTIFY THAT A CHARGE CREATED BY
MOTHERWELL BRIDGE INTERNATIONAL LIMITED

ON 12 JUNE 2008

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF ROYAL BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 20 JUNE 2008

GIVEN AT COMPANIES HOUSE, EDINBURGH 23 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES