

**Particulars of an instrument of
alteration to a floating charge created
by a company registered in Scotland**

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

Please do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf Note 6)

For official use

Company number

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



SC259649

Name of company

* Scot Trout Limited (the "Company")

* insert full name
of company

Date of creation of the charge (note 1)

29 May 2006

Description of the instrument creating or evidencing the charge or of any ancillary document which has been
altered (note 1)

Bond and Floating Charge

Names of the persons entitled to the charge

RBS Invoice Finance Limited

Short particulars of all the property charged

Undertaking and all property and assets present and future of the Company
including uncalled capital

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

For official use (02/2006)

Charges Section

Post room

THURSDAY



SCT

SZ09HZ5L

24/04/2008

299

COMPANIES HOUSE

COM466/1

Names and addresses of the persons who have executed the instrument of alteration (note 2)

Please do not
write in
this margin

ALASTAIR E H SALVESEN Whitburgh, Pathhead, Midlothian, EH37 5SR (the "Subordinated Creditor")

The Company Bothwell Park Industrial Estate, Uddingston, Lanarkshire, G71 6LS

RBS INVOICE FINANCE LIMITED, (company number 00662221) whose registered office is at Smith House, PO Box 50, Elmwood Avenue, Feltham, Middlesex, TW13 7QD ("RBSIF")

THE ROYAL BANK OF SCOTLAND PLC, Specialised Lending Services, Gemini Building, 24 25 St Andrew Square, Edinburgh EH2 1AF (the "Bank")

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

Date(s) of execution of the instrument of alteration

4 April 2008

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking *pari passu* with, the floating charge

Until the Lender Discharge Date, except as the Lenders may consent in writing, the Company shall not (and the Subordinated Creditor shall not require the Company to) create or permit to subsist any Encumbrance over any of its assets for all or part of the Subordinated Debt or any guarantee (or other assurance against financial loss) for or in respect of all or any part of the Subordinated Debt, in either case other than the security or guarantees conferred by the Subordinated Security Documents entered into on or before, or contemplated by the Subordination Agreement.

For definitions see Paper Apart

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not
write in
this margin

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

The Bank, RBSIF and the Subordinated Creditor agree and the Company acknowledges that the floating charges shall rank as follows -

- 1 The RBSIF Floating Charge shall rank first to the extent of the RBSIF Debt,
- 2 The Bank Floating Charges shall rank second to the extent of the Bank Debt,
3. Upon the satisfaction in full of the RBSIF Floating Charge and the Bank Floating Charges, the Subordinated Floating Charge.

For definitions see Paper Apart

Continued Over

COM466/3

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not
write in
this margin

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

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

Signed

On behalf of [company] [chargee] †

Date

David E. Smith for Dundas & Wilson LLP 23/4/08

† delete as
appropriate

Notes

- 1 A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act
- 2 In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration
- 3 A certified copy of the instrument of alteration, 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 execution of that instrument
- 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 Registration Office, 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 466 relative to the Floating Charge by Scot Trout Limited in favour of RBS Invoice Finance Limited dated 29 May 2006

Definitions

"Bank Debt" means all or any monies and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or judgment obtained

"Bank Documents" means the Facility Agreement and the Bank Security Documents

"Bank Floating Charges" means

(i) the floating charge dated 27 March 1984 and registered 23 January 2004 granted by the Company in favour of the Bank, and

(ii) the floating charge dated 22 February 2008 and registered 6 March 2008 granted by the Company in favour of the Bank

"Bank Security Documents" means the Bank Floating Charges and other security and all collateral or substituted security for the time being held by the Bank and given by the Company as security for the payment and/or discharge of the Bank Debt.

"Encumbrance" means, without limitation, any mortgage, charge (whether fixed or floating), pledge, lien, assignment, assignation by way of security and any other security interest, retention of title or encumbrance of any kind and any other agreement or assignment, assignation having substantially the same effect as any of the foregoing

"Facility Agreement" means the facility agreement dated 22 February 2008 and made between the Company and the Bank

"Lenders" means the Bank and RBSIF and each shall be a "Lender"

"Lender Discharge Date" means the date, as determined by the Lenders (acting reasonably), on which all the Lender Debt has been fully and irrevocably paid or discharged to the reasonable satisfaction of the Lenders, whether or not as a result of an enforcement of security, and the Lenders are under no obligation (whether actual or contingent) under the Lender Documents

"Lender Documents" means the Bank Documents and RBSIF Documents

"RBSIF Agreement" means the agreement dated 29 May 2004 entered into by the Company with RBSIF

"RBSIF Debt" means all debts now or in the future due to the Company together with their Related Rights (as defined in the RBSIF Agreement) which are purchased or the ownership of which are assigned or are intended to be assigned to RBSIF pursuant to the RBSIF Agreement

"RBSIF Floating Charge" means the floating charge dated 29 May 2006 and registered 3 June 2006 granted by the Company in favour of RBSIF

"Subordinated Debt" means all present and future sums, liabilities and obligations (whether actual or contingent, present or future) payable or owing by the Company to the Subordinated Creditor

"Subordinated Floating Charge" means the floating charge dated 3 April 2008 and registered on 5 April 2008 granted by the Company in favour of the Subordinated Creditor

"Subordinated Security Documents" means the Subordinated Floating Charge and all collateral, additional or substituted securities for the time being held by the Subordinated Creditor as security for payment and discharge of any part of the Subordinated Debt

"Subordination Agreement" means the agreement dated 3 April 2008 entered into by the Company, the Subordinated creditor, RBSIF and the Bank



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 259649

CHARGE NO. 4

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 4 APRIL 2008**

**WERE DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985
ON 24 APRIL 2008**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 29
MAY 2006**

BY SCOT TROUT LIMITED

**IN FAVOUR OF
RBS INVOICE FINANCE LIMITED**

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 25 APRIL 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**