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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

Signature
of company

To the Registrar of Companies
(Address overleaf Note 5)

For official use

Company Number

[- T - T -]
[- L - L -] 2

SC285325

Name of company

*Xos Limited

Date of creation of the charge (note 1)

16 November 2007

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

Bond and Floating Charge

Amount secured by the charge

All the Company's liabilities to The Royal Bank of Scotland plc ("the Bank") of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges, commission, interest, costs and expenses

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland plc
36 St Andrew Square
Edinburgh EH2 2YB

Presenter's name address telephone
Number and reference (if any)
The Royal Bank of Scotland plc
Credit Documentation
DX 551727 Drummond House

Our ref 886709/CCD/COM2/JT
Telephone 0131 523 7893

For Official Use
Charges Section

Post room

FRIDAY



SCT 30/11/2007 760
COMPANIES HOUSE

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

Note The Bond and Floating Charge (the "Floating Charge") contains provisions by which the Company undertakes to the Bank that it will

- (a) *not without the previous written consent of the Bank dispose of any of the Company's heritable, freehold or leasehold property or any estate or interest therein or (other than in the ordinary course of business) any of its other property assets or rights, and*
- (b) *not without the previous written consent of the Bank grant or accept a renunciation or surrender of any lease or licence of or part with or share possession or occupation of the Company's heritable freehold or leasehold property or any part of it*

Please do not write in this margin

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

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

The Floating Charge provides that

- (i) except with the previous written consent of the Bank, the Company will not create or permit to arise any fixed 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 *pari passu* with the Floating Charge) on any of its undertaking, property, assets or rights, other than in favour of the Bank,
- (ii) unless otherwise agreed in writing by the Bank, the Floating Charge shall, subject to Section 464(2) of the Companies Act 1985 and to the provision referred to in (iii) below, rank in priority to any fixed security or any other floating charge which shall be created by the Company after its execution of the Floating Charge,
- (iii) any fixed security granted by the Company in favour of the Bank either before or after the Company's execution of the Floating Charge shall in all respects rank in priority to the Floating Charge

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

Nil

For and on behalf of The Royal Bank of Scotland plc

Signed

Date

28/11/07

On behalf of [company] [chargee]†

†Delete as appropriate

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 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 AN IMPORTANT DOCUMENT YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED

Definitions

EDINBURGH
CERTIFIED A CORRECT COPY
For THE ROYAL BANK OF SCOTLAND plc

Bank. The Royal Bank of Scotland plc

Company. Xos Limited Company No SC285325

Authorised Signatory

Company's Obligations. All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this document or in assigning discharging preserving defending or enforcing the security created by this document or in exercising any power under this document or otherwise with Interest from the date they are incurred

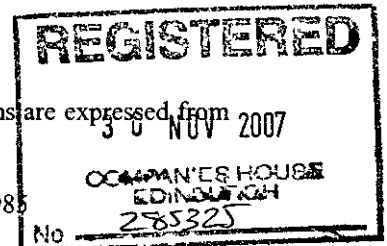
Floating Charge: The floating charge granted under Clause 2

Interest. Interest at the rate(s) charged to the Company by the Bank from time to time

Property The whole and any part of the property charged by Clause 2

Required Currency. The currency or currencies in which the Company's Obligations are expressed from time to time

Subsidiary. Has the meaning given in Section 736 of the Companies Act 1985

**Undertaking to Pay**

- 1 The Company undertakes to pay and discharge on demand signed by an official or manager of the Bank the Company's Obligations

Floating Charge

- 2 As a continuing security for the payment and discharge of the Company's Obligations, the Company grants to the Bank a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time while the floating charge is in force comprised in the property and undertaking of the Company

Ranking

- 3 1 Unless otherwise agreed in writing by the Bank, the Floating Charge shall, subject to Section 464(2) of the Companies Act 1985 and to Clause 3 2, rank in priority to any fixed security and any other floating charge which shall be created by the Company after its execution of this document
- 3 2 Any fixed security granted by the Company in favour of the Bank either before or after the Company's execution of this document shall in all respects rank in priority to the Floating Charge

Restrictions

- 4 1 Except with the previous written consent of the Bank
- 4 1 1 The Company 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 pari 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 other than in each case in favour of the Bank

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 285325

I hereby certify that a charge created by

XOS LIMITED

on 16 NOVEMBER 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE ROYAL BANK OF SCOTLAND plc

was delivered pursuant to section 410 of the Companies Act, 1985,
on 30 NOVEMBER 2007 given at Companies House, Edinburgh
4 DECEMBER 2007



C O M P A N I E S H O U S E

