



COMPANIES FORM No. 410(Scot)

# Particulars of a charge created by a company registered in Scotland

# 410

CHFP021

**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 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

		2
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SC337102
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Name of company

*\* insert full name  
of company*

*FST TECHNOLOGIES HOLDINGS LIMITED (the "Company")
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Date of creation of the charge (note 1)

26 May 2009
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Description of the instrument (if any) creating or evidencing the charge (note 1)

FLOATING CHARGE (the "Floating Charge")
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Amount secured by the charge

SEE PAPER APART 1
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Names and addresses of the persons entitled to the charge

BIBBY FACTORS SCOTLAND LIMITED (registered number SC199049) having its registered office at
First Floor, Unit 2, Block B, Kittle Yards, Causewayside, Edinburgh EH9 1PJ ("Bibby")

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

BRODIES LLP  
15 ATHOLL CRESCENT  
EDINBURGH  
EH3 8HA

HMB.SZG.BIB7.5

For official use (06/2005)

Charges S

| Post room



SCT

09/06/2009

984

COMPANIES HOUSE

Short particulars of all the property charged.

Please do not  
write in  
this margin

SEE PAPER APART 2

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 3

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

NONE

Signed MANFRED, MEMBER ON BEHALF OF BRIDGES LP Date 8 JUNE 2009

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. 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 House, 37 Castle Terrace, Edinburgh EH12EB  
DX 235 Edinburgh 1 or LP - 4 Edinburgh 2

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

† delete as  
appropriate

## **Paper Apart to Form 410 – Floating Charge**

**Company Name: FST Technologies Holdings Limited**

**Company Number: SC337102**

### **Paper Apart 1**

#### **Amount secured by the charge**

All obligations incumbent or which may at any time after the date of the Floating Charge become incumbent on the Company under or pursuant to the Guarantee and of payment by the Company of all sums which may be due or which may at any time after the date of the Floating Charge become due by the Company to Bibby in any other manner of way whatever to Bibby, under or pursuant to the Guarantee and that whether the said obligations or sums become due by the Company solely or jointly with any person or persons or corporation, company, firm or other body and whether as principal or surety and whether actually or contingently, including without prejudice to the foregoing generality, sums and obligations for which the Company is or may become liable to Bibby on any account anywhere operated upon by the Company or by any such other person or with the Company's authority and upon bills, promissory notes, letters of credit, guarantees, indemnities and other documents of any kind together with all interest, discount, commission and charges due or exigible in respect thereof and all costs, charges, expenses and other sums on a full and unlimited indemnity basis howsoever incurred or to be incurred by Bibby including such as are incurred by or through any receiver, attorney, delegate or substitute (including without limitation the remuneration of any of them) for any of the purposes referred to in the Floating Charge or otherwise howsoever and including all such expenses (whether in respect of litigation or not) incurred in the negotiation, preparation, completion, protection, realisation and enforcement of the Floating Charge or the collection or recovery of any monies from time to time arising under or secured by the Floating Charge (the "**Secured Liabilities**").

### **Paper Apart 2**

#### **Short particulars of all the property charged**

The Company in security of the performance and discharge in full of the Secured Liabilities grants in favour of Bibby a floating charge over the whole of the property which is, or may be from time to time while the Floating Charge is in force, comprised in the Company's property and undertaking, including without prejudice to the generality, the Company's uncalled capital for the time being (the "**Company's Assets**").

### **Paper Apart 3**

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

Except as otherwise provided in the Floating Charge or as may be otherwise agreed in writing by Bibby, the security created by the Floating Charge shall rank in priority to any fixed security as defined in Section 70

of the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force and any other floating charge, being a fixed security or floating charge which shall have been created by the Company after execution by the Company of the Floating Charge. Furthermore:

- 1 without the previous consent in writing of Bibby the Company shall not be entitled or at liberty to create or grant any such fixed security or floating charge or any other security, mortgage or charge affecting the Company's Assets or any part thereof, heritable or moveable, or to sell dispose of or deal with, otherwise than in the ordinary course of the Company's business and for the purpose of carrying on the same, any part of the Company's Assets, heritable or moveable, save for the bond and floating charge granted by the Company in favour of Saints Capital Chamorix LP on or about the date of the Floating Charge, and
- 2 any such fixed security already subsisting in favour of Bibby or which may at any time after the date of the Floating Charge be granted by the Company in favour of Bibby shall rank in priority to the Floating Charge.

#### **Definitions**

In this paper apart and Form 410, the following terms shall have the following meanings:

- |                  |   |
|------------------|---|
| <b>Agreement</b> | means the factoring agreement with relative standard terms and conditions between FST Technologies Limited and Bibby; and   |
| <b>Guarantee</b> | means the guarantee and indemnity granted by the Company in favour of Bibby to guarantee the performance of FST Technologies Limited's obligations under the Agreement. |



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 337102

CHARGE NO. 2

I HEREBY CERTIFY THAT A CHARGE CREATED BY FST  
TECHNOLOGIES HOLDINGS LIMITED

ON 26 MAY 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BIBBY FACTORS SCOTLAND LIMITED

WAS DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985 ON 9 JUNE 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 10 JUNE 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES