

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

COMPANIES HOUSE  
PAID  
LONDON

For official use

Company number

216

00019628

Name of company

\* COSALT PLC ("the Chargor")

\*insert full name of Company

Date of creation of the charge

6 May 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Standard Security dated 8 April 2009

Amount secured by the mortgage or charge

all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities.

Capitalised terms not defined in this Companies Form No. 395 are defined in the Schedule annexed hereto

Names and addresses of the mortgagees or persons entitled to the charge

HSBC Corporate trustee Company (UK) Limited, 8 Canada Square, London as security trustee for the Secured Parties (the "Security Trustee").

Postcode E14 5HQ

Presenter's name address and reference (if any):

Tods Murray LLP  
Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG

HAP.ANC.JBD.R00507.1179

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



SCT 19/05/2009 268  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All and whole the subjects known as and forming 18 Palmerston Road, Aberdeen.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 19 May 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

### Definitions

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**"Additional Guarantor"** means a company which becomes a Guarantor in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 of the Facilities Agreement (Form of Accession Letter).

**"Affiliate"** has the meaning given to it in the Facilities Agreement.

**"Agent"** means The Royal Bank of Scotland PLC as agent of the other Finance Parties.

**"Ancillary Document"** has the meaning given to it in the Facilities Agreement.

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 of the Facilities Agreement (Ancillary Facilities).

**"Ancillary Lender"** has the meaning given to it in the Facilities Agreement.

**"Arranger"** means HSBC Bank plc and The Royal Bank of Scotland plc as mandated lead arrangers whether acting individually or together.

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors) and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 7.9 of the Facilities Agreement (Affiliates of Borrowers).

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 of the Facilities Agreement (Form of Compliance Certificate).

**"Cosalt Retirement Plan"** means The Cosalt Plc Retirement Benefits Plan, established with effect from 17 December 1957 and as at the 26 March 2009, governed by a definitive trust deed and rules dated 24 March 2000 (as amended).

**"Cosalt Retirement Plan Trustees"** means Frederick William Wood of Pleasant House, Pleasant Place, Louth, Lincolnshire, Ronald Briggs Heaton of 7 Ings Lane, Waltham, North East Lincolnshire, Paul Arthur Bradbury of 9 Oyster Court, Cleethorpes, DN35 8QE, Alan Smith of The Poplars, Edenfield Estate, Hornsea, East Yorkshire and Roger Vince Whyte McCracken of 39a Westgate, Louth, LN11 9YQ in their capacity as trustees of the Cosalt Retirement Plan, and shall include their successors and assignees, transferees or substitutes.

**"Deed of Priority"** means the deed of priority dated 26 March 2009 and made between inter alia the Chargor, the Security Trustee, the Cosalt Retirement Plan Trustees and the members of the Group referred to therein.

**"Delegate"** has the meaning given to it in the Facilities Agreement.

**“Facilities Agreement”** means the facilities agreement dated 26 March 2009 made between, amongst others, the Chargor and the companies listed in Schedule 1 of the Facilities Agreement (as Obligors), HSBC Bank plc and The Royal Bank of Scotland plc (as mandated lead arrangers), HSBC Bank plc and National Westminster Bank plc (as Lenders), The Royal Bank of Scotland plc (as Agent) and the Security Trustee.

**“Fee Letter”** has the meaning given to it in the Facilities Agreement.

**“Finance Document”** means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Intercreditor Deed, the Deed of Priority, the Scottish Ranking Agreement, any Utilisation Request and any other document designated as a “Finance Document” by the Agent and the Chargor.

**“Finance Party”** means the Agent, the Arranger, the Security Trustee, a Lender, an Ancillary Lender or a Hedge Counterparty.

**“Group”** means the Chargor and its Subsidiaries for the time being.

**“Guarantor”** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**“Hedge Counterparty”** has the meaning given to it in the Facilities Agreement.

**“Hedging Agreement”** has the meaning given to it in the Facilities Agreement.

**“Hedging Bank”** has the meaning given to it in the Facilities Agreement.

**“Intercreditor Deed”** means the intercreditor deed dated 26 March 2009 and made between the Chargor, the other Obligors, the Security Trustee, the Agent, the Lenders, the Ancillary Lenders, the Hedging Banks, the Intra-Group Creditors and the Intra-Group Debtors.

**“Intra-Group Creditors”** has the meaning given to it in the Facilities Agreement.

**“Intra-Group Debtors”** has the meaning given to it in the Facilities Agreement.

**“Lender”** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 27 of the Facilities Agreement (Changes to the Lenders),

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement.

**“Obligor”** means a Borrower or a Guarantor.

**“Original Borrowers”** means the Chargor, together with the subsidiaries of the Chargor listed in Part I of Schedule 1 of the Facilities Agreement (The Original Parties) as original borrowers.

**“Original Guarantors”** means the Chargor, together with the subsidiaries of the Chargor listed in Part I of Schedule 1 of the Facilities Agreement (The Original Parties) as original guarantors.

**“Original Lenders”** means those companies listed in Part II of Schedule 1 of the Facilities Agreement (The Original Lenders).

**“Party”** means a party to the Facilities Agreement.

**“Receiver”** has the meaning given to it in the Facilities Agreement.

**“Resignation Letter”** means a letter substantially in the form set out in Schedule 8 of the Facilities Agreement (Form of Resignation Letter).

**“Scottish Ranking Agreement”** means the ranking agreement dated 8 and 9 April, both dates in 2009 between the Chargor, the Security Trustee and the Cosalt Retirement Plan Trustees.

**“Secured Parties”** means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate.

**“Security”** means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**“Selection Notice”** means a notice substantially in the form set out in Part II of Schedule 3 of the Facilities Agreement (Requests) given in accordance with Clause 13 of the Facilities Agreement (Interest Periods) in relation to a Term Loan.

**“Subsidiary”** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

**“Term Loan”** has the meaning given to it in the Facilities Agreement.

**“Transaction Security Documents”** has the meaning given to it in the Facilities Agreement.

**“Utilisation Request”** means a notice substantially in the relevant form set out in Part I of Schedule 3 of the Facilities Agreement (Requests).

# M

## COMPANIES FORM No. 398

# 398

### Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf)

Company number

00019628

\* insert full name  
of company

Name of company

\* COSALT PLC

| Hamish Patrick for TODS MURRAY LLP,

of Edinburgh Quay, 133 Fountainbridge, Edinburgh, EH3 9AG

§ give date and  
parties to charge

certify that the charge § being a standard security granted by Cosalt PLC in favour of  
HSBC Corporate Trustee Company (UK) Limited as security trustee therein mentioned dated 8 April 2009

of which a true copy is annexed to this form was presented for registration on 6 May 2009

† delete as  
appropriate

in [Scotland] ~~XXXXXXXXXXXX~~

Signed

*Hamish Patrick for Todds Murray LLP*

Date 19 May 2009

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

Tods Murray LLP  
Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG

DX ED58 Edinburgh  
HAP.ANC.JBD.R00507.1179

For official Use  
Mortgage Section



301

19/05/2009  
COMPANIES HOUSE

276

## Notes

The address for the Registrar of Companies is:-

Companies House  
Crown Way  
Cardiff  
CF14 3UZ



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY NO. 19628

CHARGE NO. 26

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH  
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 6  
MAY 2009 AND CREATED BY COSALT PUBLIC LIMITED  
COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR AND EACH GRANTOR OF  
SECURITY TO THE SECURED PARTIES (OR ANY OF THEM) ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 19 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2009

ps  
J-T



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES