



076108-13

Particulars of a mortgage or charge

CHFP021

Please do not
write in
this margin

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

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

		4
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00045894

Name of company

* insert full name
of Company

* Bruntons Aero Products Limited (the "Assignor")

Date of creation of the charge

6 March 2008 and dated 11 th March 2008
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Description of the instrument (if any) creating or evidencing the charge (note 2)

Assignment of Rents (the "Charge")

Amount secured by the mortgage or charge

Please see paper apart 1

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

Eric Cook, Ian Williamson, Andrew Martin Fay and Vincent Stephen Bailey as trustees of the	
Carclo Group Pension Scheme c/o Brodies LLP, 2 Blythswood Square, Glasgow, G2 4AD (the	
"Trustees")	Postcode

Presenter's name address and
reference (if any)

Brodies LLP
2 Blythswood Square, Glasgow,
G2 4AD
AXH/FAG/CAR258 1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



ALIA7XZQ

A50

13/03/2008

55

COMPANIES HOUSE

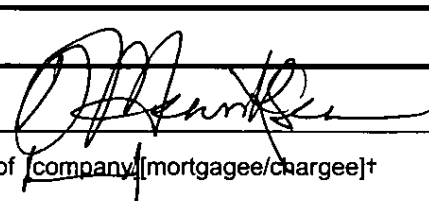
Short particulars of all the property mortgaged or charged

Please see paper apart 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed  Date 12/3/08

On behalf of [company] [mortgagee/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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Form 395 - Assignment of Rents

Company: Bruntons Aero Products Limited – Company Number. 00045894

Paper Apart 1

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Company to make payments to the Scheme up to a maximum amount of NINE HUNDRED AND FIFTY THOUSAND POUNDS STERLING (£950,000) (the "Secured Liabilities")

Paper Apart 2.

The Assignor's whole rights in and to the Rental Income but only in security for the Secured Liabilities and subject to the Trustees' obligation to re-assign and retrocess the same upon expiry of the Security Period

Definitions

"Company" has the meaning given to it in the Standard Security (as defined below)

"Leases" means the Lease between Brunton Shaw Limited and Telecom Securor Cellular Radio Limited dated 12 and 28 September and registered in the Books of Council and Session on 6 October 2000 and the Agreement between Bruntons (Musselburgh) Limited and Orange Personal Communications Services Limited dated 26 March and 6 April 2001

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Assignor in connection with the letting of any part of the Security Subjects, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable including the rent paid under the Leases,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of the Assignor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of the Security Subjects and any fixture and fitting on the Security Subjects including any fixture or fitting on the Security Subjects for display or advertisement, on licence or otherwise,

- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any lease, and
- (h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Assignor

"Scheme" means the Carclo Group Pension Scheme

"Security Period" means the period beginning on the date of execution of the Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

"Security Subjects" has the meaning given to it in the Standard Security

"Standard Security" means the standard security between the Assignor, as chargor, in favour of the Trustees dated 6 March 2008 in connection with the subjects known as and forming Unit 1-3 Block 1, Inveresk Industrial Estate, Musselburgh, EH21 7PA



FILE COPY

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

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

COMPANY NO. 45894

CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 11
MARCH 2008 AND CREATED BY BRUNTONS AERO PRODUCTS
LIMITED FOR SECURING ALL MONIES DUE OT O BECOME DUE
FROM EACH COMPANY TO THE SCHEME ON ANY ACCOUNT
WHATSOEVER UP TO A MAXIMUM AMOUNT OF £950,000 WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 13 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES