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COMPANIES FORM No. 466(Scot)

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

466

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

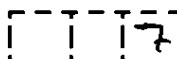


Pursuant to section 410 and 466 of the Companies Act 1985

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

For official use

Company number



SC009499

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

Name of company

* W. & R. Lewis Limited (the "Chargor")

* insert full name
of Company

Date of creation of the charge (note 1)

26 March 2009 (the "Charge Date")

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

Debenture (the "Charge Document")

Names of the persons entitled to charge

HSBC Corporate Trustee Company (UK) Limited, 8 Canada Square, London E14 5HQ in its capacity as security trustee for itself and the other Secured Parties (the "Security Trustee")

Short particulars of all the property charged

By way of first floating charge, all the Chargor's assets and undertaking, wherever located, both present and future and including for the avoidance of doubt, by way of first floating charge all its assets and undertaking situated in Scotland or otherwise subject to Scots law.

(Note the Charge Document also creates a charge over:

1. By way of first legal mortgage, the Charged Property.
2. By way of first fixed charge, the Fixed Charge Assets.
3. By way of absolute assignment the Chargor's rights, title and interest in and to the Assigned Assets.)

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

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

DX ED58 Edinburgh
HAP.ANC.R00507.1210

For official use (06/2005)

Charges Section

Post mark

WEDNESDAY



SUNFDU83

SCT

18/05/2011

960

COMPANIES HOUSE

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

Please see Part 1 of the schedule annexed hereto.

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this margin*

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

Date(s) of execution of the instrument of alteration

3 May 2011

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

With effect from and including the Effective Date, the Original Deed of Priority shall be amended and restated so that clause 3.1 thereof shall be read and construed for all purposes as follows:

"Until and including the Discharge Date, except with the prior written consent of the Agent (acting on the instructions of the Majority Senior Creditors) no Obligor, will (and the Company will procure that no other member of the Group will):

- (a) give any financial support (including, without limitation, the taking of any participation, the giving of any guarantee, indemnity or other assurance against loss or the making of any deposit or payment) to any person in connection with any Pension Liabilities;
- (b) take or omit any action whereby the ranking and/or subordination contemplated by the Amended and Restated Deed of Priority may be impaired;
- (c) make, or take any action to make, any payment, distribution or dividend in respect of, or on account of, or purchase, defease, redeem or otherwise acquire any of, the Fundraiser Debt in cash or in kind except, in each case, to the extent expressly permitted by clause 5 (Permitted payments) of the Amended and Restated Deed of Priority;
- (d) discharge any of the Fundraiser Debt by set-off, combination of accounts or otherwise except to the extent expressly permitted by clause 5 (Permitted payments) of the Amended and Restated Deed of Priority;
- (e) create or permit to subsist any Security over any asset of any member of the Group for any of the Fundraiser Debt;
- (f) give any financial support (including, without limitation, the giving of any guarantee, indemnity or other assurance against financial loss, the making of any deposit or the taking of any participation) to any person for or in connection with any of the Fundraiser Debt."

Short particulars of any property released from the floating charge

None

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

Nil

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in black type or
bold block lettering

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

With effect from and including the Effective Date, the Original Deed of Priority shall be amended and restated so that clauses 2.4 and 2.5 thereof shall be read and construed for all purposes as follows:

"2.4 Ranking of Security

At all times on or before the Discharge Date, the Security constituted by the Security Documents from time to time will, for all purposes and at all times regardless of the date or order of registration, rank as follows:

- (a) first, the Security constituted by the Pension Security Documents (but only for an amount up to £1,400,000);
- (b) second, the Security constituted by the Senior Security Documents and the Pension Security Documents pro rata to the proportions in which Enforcement Proceeds are applied under clause 9.1 (Application) of the Amended and Restated Deed of Priority; and
- (c) third, the Security constituted by the Pension Security Documents to the extent they have not been fully discharged or satisfied under clauses 2.4(a) and 2.4(b) of the Amended and Restated Deed of Priority.

2.5 Senior Security Documents


The Security constituted by the Senior Security Documents from time to time will for all purposes and at all times secure the Senior Debt, the Ancillary Lender Debt and the Hedging Liabilities on a pari passu basis."

Unless otherwise defined herein, capitalised terms used in this Companies Form No. 466(Scot) shall bear the meanings given to them in part 2 of the schedule annexed hereto.

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

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in black type, or
bold block lettering

Signed  Partner, for Tods Murray LLP Date 18 May 2011
On behalf of ~~XXXXXX~~ [chargee] †

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

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 House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

This is the schedule referred to in the foregoing Companies Form No. 466(Scot).

Part 1

Names, and addresses of the persons who have executed the instrument of alteration

- 1 Cosalt plc (Company Number 00019628)

 Origin 4
 Genesis Park
 Origin Way
 Grimsby
 DN37 9TZ
- 2 GTC Group Limited (Company Number SC122818)

 Origin 4
 Genesis Park
 Origin Way
 Grimsby
 DN37 9TZ
- 3 Cosalt Industrial Services Limited (Company Number 03626041)

 Origin 4
 Genesis Park
 Origin Way
 Grimsby
 DN37 9TZ
- 4 GTC Holdings Limited (Company Number SC219765)

 Origin 4
 Genesis Park
 Origin Way
 Grimsby
 DN37 9TZ
- 5 Ballyclare Limited (Company Number 07463998)

 Origin 4
 Genesis Park
 Origin Way
 Grimsby
 DN37 9TZ
- 6 Beacon Fell View Caravan Park Limited (Company Number 01149439)

 Origin 4
 Genesis Park
 Origin Way
 Grimsby
 DN37 9TZ
- 7 SEET Limited (Company Number SC046267)

Origin 4
Genesis Park
Origin Way
Grimsby
DN37 9TZ

- 8 Cosalt Halson Leisure Limited (Company Number 00939924)

Origin 4
Genesis Park
Origin Way
Grimsby
DN37 9TZ

- 9 Cosalt Kilbirnie One Limited (Company Number 00473980)

Origin 4
Genesis Park
Origin Way
Grimsby
DN37 9TZ

- 10 Cosalt Kilbirnie Two Limited (Company Number 01411952)

Origin 4
Genesis Park
Origin Way
Grimsby
DN37 9TZ

- 11 Ballyclare Special Products Limited (Company Number 02990953)

Origin 4
Genesis Park
Origin Way
Grimsby
DN37 9TZ

- 12 Sea Dog Life Saving Appliances (Scotland) Limited (Company Number SC045293)

Origin 4
Genesis Park
Origin Way
Grimsby
DN37 9TZ

- 13 W. & R. Lewis Limited (Company Number SC009499)

Origin 4
Genesis Park
Origin Way
Grimsby
DN37 9TZ

- 14 National Westminster Bank plc

The Royal Bank of Scotland Plc
RBS Group
2nd Floor, 280 Bishopsgate
EC2M 4RB

- 15 HSBC Bank plc
- 4 Hardman Square
Spinningfields
Manchester
M3 3EB
- 16 Vincent Rodger Whyte McCracken
- 39a Westgate
Louth
LN11 9YQ
- 17 Sovereign Holding Limited
- 27 Reid Street
Hamilton
Bermuda
- 18 David Ross
- 61A Cadogan Square
London
SW1
- 19 The Royal Bank of Scotland plc
- RBS Group
2nd Floor, 280 Bishopsgate
EC2M 4RB
- 20 HSBC Corporate Trustee Company (UK) Limited
- 8 Canada Square
London
E14 5HQ

Part 2 –Definitions

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

"Additional Debt" has the meaning given to it in the Amended and Restated Deed of Priority.

"Additional Guarantor" means a company which becomes a Guarantor in accordance with clause 29 (Changes to the Obligors) of the Amended and Restated Facilities Agreement.

"Agent" means The Royal Bank of Scotland PLC, 36 St Andrew Square, Edinburgh EH2 2YB as agent for the Lenders.

"Amended and Restated Facilities Agreement" means the Facilities Agreement as amended and restated by the conditional amendment and restatement deed dated 03 May 2011 between, amongst others, the Company, the Agent, the Security Trustee and the members of the Group referred to therein.

"Amended and Restated Deed of Priority" means the Original Deed of Priority as amended and restated by an amendment and restatement agreement dated 03 May 2011 between, amongst others, the Company, the Security Trustee, the Pension Trustees and the members of the Group referred to therein.

"Ancillary Documents" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Ancillary Lender" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Ancillary Lender Debt" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by the Obligors or any of them to the Ancillary Lender under or in connection with the Ancillary Documents, whether or not matured and whether or not liquidated together in each case with the Additional Debt relating thereto.

"Assigned Assets" means:

- (a) all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
- (b) the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
- (c) the Insurances and the benefit of all Insurance Proceeds of the Chargor;
- (d) the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for

so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee; and,

- (e) any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (Fixed charges) of the Charge Document or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 of the Charge Document and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Charge Document.

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, undertakings, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Borrowers" means the Original Borrowers and any other company which becomes a borrower under and in accordance with any of the Finance Documents;

"Charged Contracts" means, in relation to the Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 of the Charge Document (Charged Contracts) in respect of the Chargor.

"Charged Property" means the Chargor's Property (if any) identified in Schedule 4 of the Charge Document (Details of Property).

"Company" means Cosalt plc incorporated under the Companies Acts in England and Wales (Registered Number 00019628) and having its Registered Office at Origin 4, Genesis Park, Origin Way, Grimsby, N.E. Lincolnshire DN37 9TZ.

"Compliance Certificate" means a certificate substantially in the form set out in schedule 9 (Form of Compliance Certificate) of the Amended and Restated Facilities Agreement.

"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 Security Documents" has the meaning given to it in the Amended and Restated Deed of Priority.

"Delegate" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 6 of the Charge Document (Designated Chattels) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels.

"Discharge Date" means the date and time on and at which all Senior Debt, Ancillary Lender Debt and Hedging Liabilities have been fully and irrevocably paid and discharged and all commitments and obligations of the Lenders, the Ancillary Lenders and the Hedging Banks under the relevant Finance Documents have been terminated or cancelled to the satisfaction of the Agent, the Ancillary Lenders and the Hedging Banks respectively (each acting reasonably), provided that:

- (a) **Discharge Date** shall be deemed to exclude the date of discharge of the Ancillary Lender Debt for the purposes of clause 3.1 (Obligors) and clause 4.1 (Ancillary Lenders' Undertakings) of the Amended and Restated Deed of Priority (to the extent each relates to the Ancillary Lender Debt) and
- (b) **Discharge Date** shall be deemed to exclude the date of discharge of the Hedging Liabilities for the purposes of clause 3.1 (Obligors), clause 4.2 (Hedging Banks' Undertakings) (to the extent each relates to the Hedging Liabilities) and 19.4 (Assignments and Transfers by the Senior Creditors) of the Amended and Restated Deed of Priority.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

"Effective Date" means the date upon which the Agent gives the notification referred to in clause 2.2(a) (Conditions precedent) of the conditional amendment and restatement deed dated 03 May 2011 between, amongst others, the Company, the Agent and the Security Trustee which amends and restates the Facilities Agreement.

"Enforcement Proceeds" means the net proceeds of enforcement of the security conferred by the Security Documents and all other amounts paid to the Security Trustee pursuant to the provisions of the Amended and Restated Deed of Priority or otherwise received by it in its capacity as Security Trustee.

"Event of Default" means any event or circumstance specified as such in Clause 26 of the Amended and Restated Facilities Agreement (Events of Default).

"Facilities Agreement" means the facilities agreement dated 26 March 2009 made between, amongst others, the Company 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 Amended and Restated Facilities Agreement.

"Finance Documents" means the Amended and Restated Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Transaction Security Document, the Intercreditor Deed, the Amended and Restated Deed of Priority, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Company.

"Finance Party" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Fixed Charge Assets" means:

- (a) all the Property from time to time owned by the Chargor (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Charge Document and any Property situated in Scotland);
- (b) any other rights, title or interest of the Chargor in Property, wherever situated (but excluding any such interest and rights in relation to Properties situated in Scotland);
- (c) all Associated Rights in relation to the Chargor's Property;
- (d) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Charge Document);
- (e) all Associated Rights in relation to the Chargor's Designated Chattels;
- (f) all plant, machinery, vehicles and computer equipment now or in the future owned by the Chargor (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1, 3.1.2 or 3.1.3 of the Charge Document nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress);
- (g) the Chargor's rights, title or interest in any chattel now or in the future in its possession which is not owned by the Chargor, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.4 of the Charge Document;
- (h) the benefit of all Associated Rights relating to any chattel of the Chargor validly charged by Clause 3.1.4 of the Charge Document;
- (i) the Shares (if any) listed in respect of the Chargor in Schedule 5 of the Charge Document (Shares) and the Distribution Rights (if any) from time to time accruing to or on such Shares;
- (j) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.5 of the Charge Document) and all Distribution Rights from time to time accruing to or on such Investments;
- (k) to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 of the Charge Document but are capable of being effectively charged, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future

- held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- (l) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor;
 - (m) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
 - (n) all of the Specified Bank Balances in respect of the Chargor;
 - (o) all of the Chargor's Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.9 of the Charge Document);
 - (p) to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.4 of the Charge Document, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);
 - (q) to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.5 of the Charge Document respectively but are capable of being effectively charged:
 - (i) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and,
 - (ii) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of the Authorisations;
 - (r) to the extent that they do not fall within any other provision of Clause 3.1 of the Charge Document (Fixed Charges) and are not effectively assigned under Clause 3.2.2 of the Charge Document, all the Chargor's rights under each agreement or document to which the Chargor is a party;
 - (s) all the goodwill and uncalled capital of the Chargor; and
 - (t) the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Charge Document.

"Fundraiser Debt" means the Investment Fundraiser Debt and Shortfall Fundraiser Debt.

"Fundraiser Documents" means Investment Fundraiser Documents and the Shortfall Fundraiser Documents.

"Group" means the Company 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 29 of the Amended and Restated Facilities Agreement (Changes to the Obligors).

"Hedging Agreement" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Hedging Banks" means the Original Hedging Banks (if any) and any other bank or financial institution which becomes party to the Deed of Priority as a Hedging Bank pursuant to Clause 13.1 of the Amended and Restated Deed of Priority (Identity of Hedging Banks), in its capacity as provider of interest rate hedging facilities to any Borrower.

"Hedging Documents" means each 1992 ISDA Master Agreement entered into between a Borrower and Hedging Bank delivered by the Hedging Bank to the Agent under clause 13 (Hedging Bank Provisions) of the Amended and Restated Deed of Priority and in each providing for interest rate hedging facilities to be made available to one or more of the Borrowers (including any contract entered into or confirmation given thereunder).

"Hedging Liabilities" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by the Borrowers or any of them to the Hedging Banks under or in connection with the Hedging Documents, whether or not matured and whether or not liquidated, together with all Additional Debt relating thereto;

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Intellectual Property" means (a) rights in confidential information, copyright and like rights, database rights, domain names, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, (which may now or in the future subsist) whether registered (or the subject of an application for registration) or un-registered and (b) the benefit of each member of the Group's applications and rights to use such assets, in each case, throughout the world which may now or in the future subsist.

"Investment" means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the Charge Date) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

"Investment Fundraisers" means David Ross of 61A Cadogan Square, London, SW1 and Sovereign Holding Limited having its office at 27 Reid Street, Hamilton, Bermuda.

"Investment Fundraiser Debt" means all present and future liabilities and obligations due, owing or incurred by any member of the Group to any Investment Fundraiser under or in connection with the relevant Fundraiser Documents in any currency or currencies, whether actual or contingent, whether incurred solely or jointly with any other person and whether incurred as principal or surety together with any Additional Debt relating to such liabilities and obligations.

"Intercreditor Deed" means the intercreditor deed dated 26 March 2009 and made between the Company, 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 Amended and Restated Facilities Agreement.

"Intra-Group Debtors" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Investment Fundraiser Documents" means the Investor Loan Note Instrument (and any certificates issued thereunder) and any other document providing for the payment of any amount by any member of the Group to any Investment Fundraiser.

"Investor Loan Note Instrument" has the meaning given to that term in the Amended and Restated Deed of Priority.

"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 Amended and Restated Facilities Agreement (Changes to the Lenders),

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

"Majority Senior Creditors" has the meaning given to that term in the Amended and Restated Deed of Priority.

"New Obligors" has the meaning given to it in clause 19.3 (New Obligors) of the Amended and Restated Deed of Priority.

"Obligor" means the Company, the Borrowers, the Guarantors, the New Obligors, and any other member of the Group which has undertaken (or in the future undertakes) obligations to all or any of the Lenders, the Ancillary Lenders, the Hedging Banks and the Pensions Trustees.

"Original Borrowers" means the Company, together with the subsidiaries of the Company listed in Part I of Schedule 1 of the Amended and Restated Deed of Priority as original borrowers.

"Original Deed of Priority" means the deed of priority dated 26 March 2009 and made between *inter alios* the Company, the Security Trustee, the Pension Trustees and the members of the Group referred to therein.

"Original Guarantors" means the Company, together with the subsidiaries of the Company listed in Part 1 of Schedule 1 of the Amended and Restated Deed of Priority as original guarantors.

"Original Hedging Banks" means those financial institutions listed in Part 4 of Schedule 1 of the Amended and Restated Deed of Priority.

"Original Lenders" means those financial institutions listed in Part 2 of Schedule 1 of the Amended and Restated Deed of Priority.

"Original Pension Trustee" means Vincent Rodger Whyte McCracken of 39a Westgate, Louth, LN11 9YQ.

"Party" means a party to the Amended and Restated Deed of Priority and/or the Amended and Restated Facilities Agreement (as the context requires) and includes its successors in title, permitted assignees and permitted transferees.

"Pension Liabilities" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by the Company or any other Obligor to the Pension Trustees or any of them under or in connection with the Cosalt Retirement Plan (including, without limitation under or in connection with the Pension Security Documents) whether or not matured and whether or not liquidated together with all Additional Debt relating thereto.

"Pension Security Documents" means:

- (a) the Cosalt Retirement Plan Security Documents
- (b) any Security granted under any covenant or undertaking for further assurance in connection with the Cosalt Retirement Plan and
- (c) any other present or future document conferring or evidencing any Security, guarantee or other assurance against financial loss for, or in respect of, the Pension Liabilities or any of it.

"Pension Trustees" means the Original Pension Trustees and each of their successors in title, assignees, transferees or substitutes from time to time as duly appointed trustees of the Cosalt Retirement Plan;

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to "Property" also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, heritable, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, heritable, leasehold or immovable property.

"Receiver" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 of the Amended and Restated Facilities Agreement (Form of Resignation Letter).

"Scottish Companies" means GTC Holdings Limited (company number SC219765) and GTC Group Limited (company number SC122818).

"Secured Parties" means each Finance Party from time to time party to the Amended and Restated 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.

"Security Documents" means the Senior Security Documents and/or the Pension Security Documents as the context requires.

"Senior Debt" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by the Obligors or any of them to the Lenders or any of them under or in connection with the Finance Documents, whether or not matured and whether or not liquidated, together with the Additional Debt relating thereto (provided that any Hedging Liabilities of a Lender in its capacity as Hedging Bank are excluded).

"Senior Security Documents" means:

- (a) the Transaction Security Documents as defined in the Amended and Restated Facilities Agreement
- (b) any Security granted under any covenant or undertaking for further assurance in any of the Finance Documents
- (c) any present or future document conferring or evidencing any Security, guarantee or other assurance against financial loss for, or in respect of, the Senior Debt, the Ancillary Lender Debt or the Hedging Liabilities.

"Shares" means (in relation to the Chargor) all shares (if any) specified in Schedule 5 of the Charge Document (Shares) in respect of the Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest but excluding specifically, for the avoidance of doubt, those shares in the Scottish Companies subject to specific fixed security in favour of the Security Trustee under Scots law.

"Shortfall Fundraiser" means David Ross of 61A Cadogan Square, London, SW1.

"Shortfall Fundraiser Debt" means all present and future liabilities and obligations due, owing or incurred by any member of the Group to the Shortfall Fundraiser under or in connection with the relevant Fundraiser Documents in any currency or currencies, whether actual or contingent, whether incurred solely or jointly with any other person and whether incurred as principal or surety together with any Additional Debt relating to such liabilities and obligations.

"Shortfall Fundraiser Documents" means Shortfall Fundraiser Loan Note Instrument (and any certificate issued thereunder) and any other document providing for the payment of any amount by any member of the Group to the Shortfall Fundraiser.

"Shortfall Fundraiser Loan Note Instrument" has the meaning given to that term in the Amended and Restated Deed of Priority.

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 of the Charge Document (Bank accounts), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

"Subsidiaries" means those companies (other than the Company) listed in Part I of Schedule 1 of the Amended and Restated Deed of Priority.

"Transaction Security Documents" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Utilisation Request" means a notice substantially in the relevant form set out in Part I of Schedule 3 of the Amended and Restated Facilities Agreement (Requests).



FILE COPY

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

COMPANY NO. 9499
CHARGE NO. 7

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 3 MAY 2011

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 18 MAY 2011

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 26
MARCH 2009

BY W. & R. LEWIS LIMITED

IN FAVOUR OF
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 19 MAY 2011

