

COURT OF SESSION, SCOTLAND.

13125

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PETITION

of

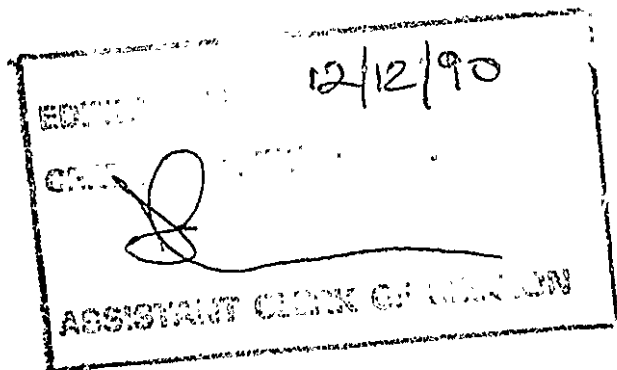
CADASTRA LIMITED, a Company incorporated under the Companies Acts and having its Registered Office at Leda House, Station Road, Cambridge, for restoration to the Register of Companies in Scotland of the name of BIRRELL (HOLDINGS) LIMITED,

11 December 1990

Lord Kirkwood

The Lord Ordinary having considered the Petition and proceedings, no Answers having been lodged, Orders that the name of Birrell (Holdings) Limited, whose registered office was at 127 St. Vincent Street, Glasgow be restored to the Register of Companies and directs the Registrar to advertise in his official name in the Edinburgh Gazette the order of the Court. Authorises the expenses of this Petition and the procedure to follow thereon including any expenses to be paid to the Registrar to be paid out of the funds of the Company.

(sgd) I.C. Kirkwood.





The Edinburgh Gazette

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FRIDAY 21 DECEMBER 1990

THE EDINBURGH GAZETTE

As from Tuesday 1st January 1991 revised rates will apply for Notices in categories B, C, F, H, I. The revised rates will be shown in the Edinburgh Gazette dated 4th January 1991 and in all following issues.

THE EDINBURGH GAZETTE — CHRISTMAS AND NEW YEAR HOLIDAY ARRANGEMENTS

The Edinburgh Gazette will not be published on Tuesday, 25th December 1990 and Tuesday, 1st January 1991. The Gazette Office will be closed on 25th and 26th December 1990 and 1st and 2nd January 1991. Notices for the Gazettes of 28th December and 4th January must be lodged at the Gazette Office by 10 a.m. on 24th and 31st December 1990 respectively. The co-operation of Advertisers is sought in restricting publication to only essential Notices on 28th December 1990 and 4th January 1991.

SCOTTISH HOME AND HEALTH DEPARTMENT
ST ANDREW'S HOUSE
EDINBURGH
EH1 3DE
December 1990

Birrell (Holdings) Limited
Court of Session, Scotland

J D Leithhead,
Registrar of Companies.

THE QUEEN has been pleased by Warrant under Her Majesty's Royal Sign Manual bearing the date 27 November 1990, to direct letters Patent to be passed under the Seal appointed by the Treaty of Union to be kept and made use of in place of the Great Seal of Scotland, appointing The Rt Hon Lord Ross FRSE to be Her Majesty's High Commissioner to the General Assembly of the Church of Scotland which is to meet on 18 May 1991.

(109)

Companies House
102 George Street
Edinburgh EH12 3DJ

(36)

THE COMPANIES ACT 1985

NOTICE is hereby given, pursuant to Section 652 (5) of the Companies Act 1985 (Chapter 6) that the names of the undermentioned Companies have been struck off the Register. Such Companies are accordingly dissolved as from the date of publication of this Notice. This list may include Companies which are being removed from the Register at their own request. The first Notice of intended dissolution of these Companies was published at least 98 days ago.

NOTICE is hereby given, pursuant to Section 653 of the Companies Act 1985, that the undernoted Companies have been restored to the Register of Companies:-

Aircraft Monitoring Limited
Sheriff Court, Dunfermline
Mr Grip Limited
Sheriff Court, Tain

A-Beam Satellite Company Limited
Adm Insulation Services Limited
Adm Letting Agency Limited
Adm Local Security Systems Limited
Aldun Limited
Alliance Home Security P.L.C.

5 In respect of the Guarantor's liability hereunder the Bank shall have a lien on all securities or other property of the Guarantor held by the Bank whether for safe custody or otherwise. The Bank shall further be entitled (as well before as after demand hereunder) to set off against any credit balance in any account of the Guarantor with the Bank (whether current or otherwise or subject to notice or not) and against any interest accruing thereon the liability of the Guarantor to the Bank hereunder and if the liability or any part hereof is in different currency from a credit balance against which the Bank seeks to set it off the Bank shall be entitled to utilise currency of the account in credit for the purchase at its spot rate of exchange of an amount in the currency of the liability not exceeding the amount of such liability and also to pay out of the credit balance any additional sum which the Bank may be required to pay for such currency.

6(a) This Guarantee shall apply to all of the above mentioned liabilities of the Debtor to the Bank and shall not be affected by any fluctuation in or intermediate discharge of such liabilities and until such liabilities have been discharged in full the Guarantor shall not be entitled to share in any security held or money received by the Bank on account of such liabilities or to stand in the place of the Bank in respect of any security or money nor until such liabilities have been discharged in full shall the Guarantor take any step to enforce any right or claim against the Debtor in respect of any moneys paid by the Guarantor to the Bank hereunder or have or exercise any rights as surety in competition with the Bank.

(b) Any moneys received by the Bank in connection with this Guarantee may be placed to the credit of a suspense account and such receipt shall not affect the right of the Bank to claim or prove against the Debtor (or any other person liable) for the entire amount of the liabilities of the Debtor. Such moneys or any part may at the Bank's option be applied in or towards discharge of such liabilities of the Debtor as the Bank may in its absolute discretion determine.

7 If this Guarantee is determined or called in by demand made by the Bank the Bank may open a new account or accounts with the Debtor or any other person for whose liabilities this Guarantee is available as security. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time of determination or calling in and as from that time all payments made to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount for which this Guarantee is available as security at that time.

8 This Guarantee shall not be discharged nor shall the Guarantor's liability be affected by reason of any failure of or irregularity defect or informality in any security given by or on behalf of the Debtor in respect of the moneys or liabilities hereby secured nor by any legal limitation bar or restriction disability incapacity or want of any borrowing powers of the Debtor or want of authority of any director manager official or other person appearing to be acting for the Debtor in any matter in respect of the moneys or liabilities hereby secured or by any supervening matters rendering the performance of the obligations of the Debtor illegal in any jurisdiction and such moneys or liabilities will be recoverable by the Bank from the Guarantor as sole or principal debtor.

9 Where there is more than one person comprised in the term 'the Debtor' reference to the Debtor shall where the context admits take effect as reference to such persons or any of them and where the Debtor is a firm shall include the person or persons from time to time constituting the firm whether or not under the same style or firm name and generally where the context so admits the singular will include the plural.

10 Where this Guarantee is entered into by more than one person the agreements and obligations on the part of the Guarantor herein contained shall take effect as joint and several agreements and obligations and all references to the Guarantor shall take effect as references to the said persons or any of them and none of them shall be released from liability hereunder by reason of this Guarantee failing or ceasing to be binding as a continuing security on any other or others of them.

11 Payment shall be in the currency in which the liabilities of the Debtor were owing or incurred or (if that currency is other than sterling) at the option of the Bank in sterling such other currency being converted into sterling at the spot rate of exchange of the Bank for purchasing such currency with sterling prevailing on the date of actual payment and the Guarantor hereby agrees to indemnify the Bank against the full sterling price (including all costs charges and expenses).

12 A certificate by an officer of the Bank as to the amount for the time being due from the Debtor to the Bank as to the interest after demand from time to time payable hereunder or as to its applicable spot rate of exchange shall be conclusive evidence for all purposes against the Guarantor.

13 A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Guarantor either by hand or post. In the case of a company service by hand may be made either by delivering the same to any officer of the company at any place or leaving the same addressed to the company at its registered office or a place of business last known to the Bank. A demand or notice by post may be addressed to the Guarantor at the registered office or address or place of business last known to the Bank and shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding it be returned undelivered and notwithstanding the death of the Guarantor.

14 Any settlement or discharge between the Guarantor and the Bank shall be conditional upon no security or payment to the Bank by the Debtor or any other person being avoided or reduced for any reason and the Bank shall be entitled (subject to any limit in the total amount recoverable under this Guarantee) to recover the value or amount of any such security or payment from the Guarantor subsequently as if such settlement or discharge had not occurred. Any liability of the Guarantor under this clause (whether actual or contingent) shall be a liability in respect of which the Bank may exercise the rights created by Clause 5 hereof.

15 This Guarantee is and will remain the property of the Bank.

16 This Guarantee shall be governed by and construed in accordance with the laws of England

to be completed
in all cases

† For use by a
Company with a
Common Seal

Dated this
One thousand nine hundred and

day of

† The Common Seal of
Agentlocal Limited

was hereunto affixed in the
presence of:

Director

Secretary

†† For use by a
Company without a
Common Seal

†† Executed by the Guarantor acting by

Signature _____ Director

Name in full
(in block letters) _____

Signature _____ Director/Secretary

Name in full
(in block letters) _____

Signed
by the above named

}

in the presence of:

Signature of Witness _____

Name in full
(in block letters) _____

Address _____

Occupation _____

Signed
by the above named

}

in the presence of:

Signature of Witness _____

Name in full
(in block letters) _____

Address _____

Occupation _____

I/We acknowledge receipt of a completed copy of this document.

Signature(s) of Guarantor(s) or
Company representatives signing on
behalf of guarantor company

Branch Leeds City Office

Account William Brock & Son Limited

Dated 19

Agentlocal Limited

to

**National Westminster
Bank PLC**

Guarantee Sterling and Currency
by Individual or Company

**Coopers
& Lybrand
Deloitte**

chartered accountants

Albion Court 5 Albion Place
Leeds LS1 6JP

telephone 0532 431343
cables Polybrand Leeds
telex 556478
facsimile 0532 428042

a member firm of

**Coopers
& Lybrand**
(International)

your reference

our reference
TBH/JRW

The Directors
Agentlocal Limited
Speirsbridge Avenue
Thornliebank
GLASGOW
GL6 8NL

6 August 1991

Dear Sirs

**Report of the auditors to the directors of Agentlocal Limited under
Section 156(4), Companies Act 1985**

We have examined the attached declaration of the directors of Agentlocal Limited ("the Company") dated 6 August 1991 in connection with the proposed financial assistance for the purchase of 6,364,100 ordinary shares of £1 each in the capital of Scotia Haven Foods Limited.

We have enquired into the state of the Company's affairs so far as necessary for us to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the Directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

Coopers & Lybrand Deloitte

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London Aberdeen Armagh Bangor (NI) Belfast Birmingham Blackburn Doncaster Exeter Glasgow Gloucester Irvine King's Lynn Limerick Leeds Leicester Liverpool Macclesfield Manchester Middlesbrough Milton Keynes Newcastle upon Tyne Northampton Norwich Nottingham
Omaha Plymouth Portadown Reading Sheffield Southampton Swansea Uxbridge

A list of "affiliate" names is available at the above address. The firm is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment
business. Coopers & Lybrand Deloitte, the Main Firm, has a number of associate firms. All partners of the associate firms are authorised to conduct business as agents of,
and in connection with, the Main Firm, Coopers & Lybrand Deloitte.