

COMPANIES FORM No 410(Scot)

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

# 410

CHFP025

*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**

T T T a

SC075133

Name of company

\* TEN ALPS PLC (the "Company")

Date of creation of the charge (note 1)

30th March 2007

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

DEBENTURE (the "Debenture")

Amount secured by the charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or judgment obtained under or in relation to the Debenture (the "Secured Liabilities")

Please see Continuation Sheet 1 for a list a definitions

**Names and addresses of the persons entitled to the charge**

The Governor and Company of the Bank of Scotland having its head office at  
The Mound, Edinburgh EH1 1YZ ("BoS")

**Presenter's name address telephone  
number and reference (if any)**  
MacLay Murray & Spens LLP  
One London Wall  
London  
EC2Y 5AB

020 7634 8753

GCDN/SZD/SMK/BAN/13/3065

For official use (06/2005)

### Charges Section

THURSDAY



\*SGSDOOUJ\*

SCT

19/04/2007

304

COMPANIES HOUSE

Short particulars of all the property charged

Please see Continuation sheet 1

Please do not  
write in  
this margin

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)

N/A

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

N/A

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

Signed

*Chris Venn*

Date

18 April 2007

On behalf of ~~XXXXXX~~ [chargee] †

FOR AND ON BEHALF OF  
MACLAY MURRAY & SPENS LLP

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 EH1 2EB  
DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as  
appropriate

## **Continuation sheet 1**

To the Registrar of Companies

Name of company

Company number

Ten Alps Plc ("the Company")

SC075133

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### **Short Particulars of all the property mortgaged or charged**

#### **1 Charging Provisions**

1 1 The Company with full title guarantee charges to **BoS** as a continuing security for the payment or discharge of the Secured Liabilities

1 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property,

1 1 2 by way of fixed charge

1 1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 1 1 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,

1 1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,

1 1 2 3 all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company,

1 1 2 4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,

1 1 2 5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,

1 1 2 6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know how, computer rights, programmes, systems, tapes, disks,

software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,

1 1 2 7 all the Company's goodwill and uncalled capital for the time being,

1 1 2 8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under Clause 1 1 2 5),

1 1 2 9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and

1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this Clause 1, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in Clause 1 1 2)

1 2 The Company with full title guarantee assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of **BoS** (subject to the right of the Company to require the re assignment thereof upon payment or discharge in full of the Secured Liabilities)

1 2 1 all the right, title and interest of the Company in and to the Acquisition Agreement and the Guarantee as defined therein, and

1 2 2 all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person

1 3 To the extent that any such right, title and interest as is referred to in Clause 1 2 is not assignable or capable of assignment, the assignment thereof purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

1 4 Any mortgage, fixed charge or other fixed security created by the Company in favour of **BoS** shall have priority over the floating charge created by the Debenture, except insofar as **BoS** shall declare otherwise whether at or after the time of creation of such fixed security

1 5 **BoS** may at any time, by notice to the Company, immediately convert the floating charge created under Clause 1 1 3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from **BoS**, automatically be converted with immediate effect into a fixed charge

1 5 1 in respect of any Assets which become subject to a fixed charge in favour of any other person,

1 5 2 in respect of any Assets which are subject to any step by any third party to levy any distress, attachment, execution or other legal process thereon,

1 5 3 in respect of all the Assets charged under Clause 1 1 3 if and when the Company ceases to carry on business or to be a going concern, and

1 5 4 in respect of all the Assets on the making of an order for the compulsory winding up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary

winding up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company

1 6 Clause 1 5 will not apply

1 6 1 to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion, and/or

1 6 2 solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000

1 7 The Company will not without the prior written consent of **BoS**

1 7 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien or encumbrance on all or any of its Assets (other than a lien arising in the ordinary course of business by operation of law or a Permitted Security Right), or

1 7 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or

1 7 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset other than by way of a Permitted Disposal or a Permitted Security Right

2 **Continuing Security**

The security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which **BoS** may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security For the purpose of this Form 410

**“Acquisition Agreement”** means the agreement dated on or around the date of the Debenture and made between, among others the Company and MB Investments Limited in relation to the acquisition of Atalink Limited,

**“Assets”** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,

**“Permitted Disposal”** has the same meaning given to it in any facility letter entered into between any Group Company and **BoS** from time to time, and

**“Permitted Security Right”** has the same meaning given to it in any facility letter entered into between any Group Company and **BoS** from time to time

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 75133

I hereby certify that a charge created by

TEN ALPS PLC

on 30 MARCH 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 19 APRIL 2007      given at Companies House, Edinburgh  
24 APRIL 2007



**C O M P A N I E S   H O U S E**

