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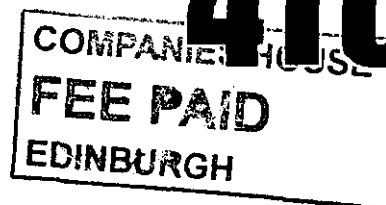
* insert full name
of company

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

A fee of £10 is payable to Companies House in
respect of each register entry for a mortgage or
charge

Pursuant to section 410 of the Companies Act 1985



410

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

For official use Company number



SC296339

Name of company

* Mono Global Group Limited (the "Company")

Date of creation of the charge (note 1)

24 February 2006

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

Floating Charge (the "Charge")

Amount secured by the charge

All or any monies and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Security Beneficiaries (or any of them) by the Company pursuant to the Finance Documents, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Security Beneficiaries (or any of them) shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Security Beneficiaries 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 rates and practice of the Security Beneficiaries as well after as before any demand made or decree obtained under the Charge.

Please see attached Paper Apart for definitions used.

Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of Scotland of The Mound, Edinburgh

EHL 1YZ in its capacity as security trustee for the Security

Beneficiaries (the "Security Trustee")

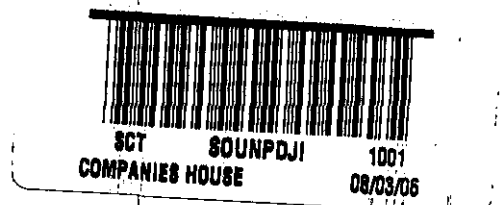
Presentor's name, address, telephone
number and reference (if any):

Dundas & Wilson CS LLP
191 West George Street
Glasgow
G2 2LD

For official use (10/03)

Charges Section

Post room



Short particulars of all the property charged

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.

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The Company is prohibited from granting or creating subsequent to the date of the Charge any fixed security or any other floating charge (as defined by the Companies Acts 1985) having priority over or ranking pari passu with the Charge, otherwise than in favour of the Security Trustee.

In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition above, the Charge shall rank in priority to that fixed security or floating charge.

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

None

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed

David E. Smith, R. Dunlop & Wilson CS LLP

Date 24 February 2006

On behalf of ~~company~~ [chargee][†]

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. 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

MONO GLOBAL GROUP LIMITED

(Company Number SC296339)

PAPER APART TO FORM 410

Definitions and Interpretation

For the purposes of the foregoing form 410, the following words shall have the following meanings:-

BoS means The Governor and Company of the Bank of Scotland;

Common Terms Agreement means the common terms agreement dated 24 February 2006 and made between (1) **BoS** as Senior Agent, (2) **BoS** as Senior Lender, (3) **BoS** as Security Trustee, (4) **BoS** as Mezzanine Agent, (5) **BoS** as Mezzanine Lender, (6) **BoS** as Subordinated Loan Agent, (7) **BoS** as Subordinated Lender, (8) **BoS** as Working Capital Bank and (9) the Company as Borrower, as such may be amended, varied, restated or supplemented;

Finance Documents means the Senior Documents, the Working Capital Letter, the Mezzanine Documents and the Subordinated Loan Documents (each term having the meaning ascribed thereto in the Common Terms Agreement);

Intercreditor Deed means the subordination agreement dated 24 February 2006 and made between, inter alia, (1) **BoS** as Senior Agent, (2) **BoS** as Senior Lender, (3) **BoS** as Security Trustee, (4) **BoS** as Mezzanine Agent, (5) **BoS** as Mezzanine Lender, (6) **BoS** as Subordinated Loan Agent, (7) **BoS** as Subordinated Lender, (8) **BoS** as Working Capital Bank, (9) Uberior Investments Plc; Kenneth Lewandowski; Brian Dougherty; Kevin Lyon; Robert Cairns; Graeme Hill and Roderick Macfarlane as the Equity Investors, (10) the Company as Borrower and Obligor and (11) Mono Global Limited, Mono Scotland Limited, Mono Consultants Limited, Mono Consultants (Southern) Limited, Mono Electrical Services Limited and Tracklift Limited as Obligors, as such may be amended, varied, restated or supplemented; and

Security Beneficiaries shall have the meaning ascribed thereto in the Intercreditor Deed.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 296339

I hereby certify that a charge created by

MONO GLOBAL GROUP LIMITED

on 24 FEBRUARY 2006

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 8 MARCH 2006 given at Companies House, Edinburgh
10 MARCH 2006



C O M P A N I E S H O U S E



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**