

MG01

Particulars of a mortgage or charge



218470/91

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to particulars of a charge for a company. To do this, please form MG01s.

SATURDAY



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16/01/2010

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COMPANIES HOUSE

1

Company details

Company number

0 3 4 2 9 9 2 8

Company name in full

Mydiamonds Limited (the "Charging Company")

For official use

7

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d8 m0 m1 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Debenture dated 8 January 2010 between, amongst others, the Charging Company (1) and Bank of Scotland plc (in its capacity as the Security Trustee for the Security Beneficiaries (as defined in the Continuation Pages to Section 6 of this Form MG01)) (2) (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

The Secured Obligations (as defined in the Continuation Pages to Section 6 of this Form MG01).

References in this Form MG01 to the Debenture, the Senior Facilities Agreement, any other Finance Document or any other agreement or instrument is a reference to the Debenture, the Senior Facilities Agreement or such other Finance Document or other agreement or instrument as amended, supplemented, restated, novated and/or replaced from time to time (even if any of the same increases the obligations of the Charging Company or provides for further advances) or to any other document (including any Finance Document) (each such term as defined in the Continuation Pages to Section 6 of this Form MG01).

Continuation page

Please use a continuation page if you need to enter more details.

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name Bank of Scotland plc (in its capacity as Security Trustee for the Security Beneficiaries)

Address Level 1, Citymark, Fountainbridge, Edinburgh EH3 9PE

Postcode E H 3 9 P E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture, the Senior Facilities Agreement, any other Finance Document or any other agreement or instrument is a reference to the Debenture, the Senior Facilities Agreement or such other Finance Document or other agreement or instrument as amended, supplemented, restated, novated and/or replaced from time to time (even if any of the same increases the obligations of the Charging Company or provides for further advances) or to any other document (including any Finance Document). Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:

Particulars of Property Mortgaged or Charged

1. By Clause 4.1 (*Fixed charges*), the Charging Company charged and agreed to charge with full title guarantee all the present and future right, title and interest of the Charging Company in and to the following assets which are at any time owned by the Charging Company or in which the Charging Company from time to time has an interest:

(a) "intentionally blank"

PLEASE SEE CONTINUATION PAGES...

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation Page 1 for Section 6 (Mydiamonds Limited - 3429928)

- (b) by way of first fixed charge:
 - (i) all Property (other than the Brompton Road Property) and all interests in Property; and
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (c) by way of first fixed charge:
 - (i) all plant and machinery (not charged under Clause 1(a) or 1(b) above respectively);
 - (ii) all computers, vehicles, office equipment and other equipment; and
 - (iii) the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of:
 - (i) "intentionally blank"
 - (ii) first fixed charge, all Charged Securities,

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Charging Company may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments;

Please go to next Continuation Page...

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Continuation Page 2 for Section 6 (Mydiamonds Limited - 3429928)</p> <p>(e) by way of first fixed charge:</p> <p>(i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and</p> <p>(ii) all monies standing to the credit of the Charging Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by Clause 1(e)(i) above,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;</p> <p>(f) by way of first fixed charge:</p> <p>(i) "intentionally blank"</p> <p>(ii) all Intellectual Property;</p> <p>(g) to the extent that any of the Assigned Assets are not effectively assigned under Clause 4.2 (<i>Security assignments</i>), by way of first fixed charge those Assigned Assets;</p> <p>(h) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):</p> <p>(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Charging Company or the use of any of its assets; and</p> <p>(ii) any letter of credit issued in favour of the Charging Company and all bills of exchange and other negotiable instruments held by it;</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):</p> <p>(i) all debts at the date of the Debenture or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group, by any member of the Group; and</p> <p>(ii) all debts at the date of the Debenture or in the future owing to it by any of the Managers; and</p> <p>(j) by way of first fixed charge all the goodwill and uncalled capital of the Charging Company.</p>
	Please go to next Continuation Page...

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation Page 3 for Section 6 (Mydiamonds Limited - 3429928)

2. By Clause 4.2 (*Security assignments*), the Charging Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption in accordance with Clause 38.1 (*Obligation to release*)) all its present and future right, title and interest in and to:
 - (a) the Insurances, all claims under the Insurances and all proceeds of the Insurances;
 - (b) the Security Accounts and all monies at any time standing to the credit of the Security Accounts together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing;
 - (c) the Hedging Documents;
 - (d) all other Receivables (not otherwise assigned under Clause 2(a), 2(b) or 2(c) above).

To the extent that any Assigned Asset described in Clause 2(a), 2(b) or 2(c) above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Charging Company to any proceeds of the Insurances or Policies as the case may be.

3. The Charging Company charged and agreed to charge by way of first floating charge all its present and future (1) assets and undertaking (wherever located) which is not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of Clause 4.1 (*Fixed charges*) or Clause 4.2 (*Security assignments*) or any other provision of the Debenture, and (2) (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

Covenants and Restrictions contained in the Debenture

1. By Clause 10 (*Accounts*), the Charging Company agreed that no monies at any time standing to the credit of any account (of any type and however designated) with the Security Trustee of the Charging Company or in which the Charging Company has an interest and no rights and benefits relating thereto would be capable of being assigned to any third party.
2. By Clause 11.1 (*Restrictions on dealing*), the Charging Company agreed that, unless expressly permitted to do so under the Senior Facilities Agreement, or following the Senior Discharge Date, the Mezzanine Loan Agreement, the Charging Company would not do or agree to do any of the following without the prior written consent of the Security Trustee:
 - (a) create or permit to subsist any Security upon any of the Security Assets; or
 - (b) sell, transfer, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Continuation Page 4 for Section 6 (Mydiamonds Limited - 3429928)</p> <p>3. Clause 11.2 (<i>Security Assets generally</i>), the Charging Company agreed that it would not:</p> <ul style="list-style-type: none"> (a) except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Security Assets; (b) do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or make any omission which has such an effect). <p>4. Clause 11.3 (<i>Land, etc</i>), the Charging Company agreed that it would not:</p> <ul style="list-style-type: none"> (a) except as expressly permitted under the Finance Documents or except with the prior written consent of the Security Trustee, confer on any person: <ul style="list-style-type: none"> (i) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power); (ii) any right or licence to occupy any land or buildings forming part of the Property; or (iii) any licence to assign or sub let any part of the Property; (b) carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure or a change of use of any part of the Property, without first obtaining the written consent of the Security Trustee; (c) do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be determined. <p>5. Clause 11.5 (<i>Undertakings relating to Intellectual Property</i>), the Charging Company agreed that it would:</p> <ul style="list-style-type: none"> (a) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of that Intellectual Property or imperil the right of the Charging Company to use such property; and (b) not discontinue the use of the Intellectual Property, <p>where failure to do so is reasonably likely to have a Material Adverse Effect.</p> <p>6. Clause 11.6 (<i>Receivables and Security Accounts</i>), the Charging Company agreed that it would, without prejudice to Clause 11.1 (<i>Restrictions on dealing</i>) but in addition to the restrictions in that clause, not sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables without the prior written consent of the Security Trustee.</p> <p>Please go to next Continuation Page...</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Continuation Page 5 for Section 6 (Mydiamonds Limited - 3429928)</p> <p style="text-align: center;">Definitions</p> <p>In this Form MG01 the following expressions shall have the following meanings respectively set out below:</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 (<i>Security assignments</i>);</p> <p>"Brompton Road Property" means the property located at the basement and ground floors, 61 Brompton Road, London, SW3 1DP and registered under title number BGL69738;</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;</p> <p>"Charged Securities" means:</p> <ul style="list-style-type: none"> (i) the securities specified in paragraph 1(d)(i) of the Particulars of Property Mortgaged or Charged above; and (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or <i>"investments"</i> (as defined in Part II of Schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) at the date of the Debenture or in future owned (legally or beneficially) by the Charging Company or in which the Charging Company has an interest at any time; <p>"Effective Date" means 8 January 2010;</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 25 (<i>Events of Default</i>) of the Senior Facilities Agreement</p> <p>"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents (each a "Finance Document");</p> <p>"Group" has the meaning given to that term in the Senior Facilities Agreement;</p> <p>"Hedging Documents" has the meaning given to that term in the Senior Facilities Agreement;</p> <p>"Insurances" means all policies of insurance (including, for the avoidance of doubt, all cover notes) which are at any time held by or written in favour of the Charging Company or any other chargor under the Debenture or in which the Charging Company or any other chargor under the Debenture from time to time has an interest;</p> <p>"Intellectual Property" means all Intellectual Property (as defined in the Senior Facilities Agreement) together with the Intellectual Property specified in paragraph 1(f)(i) of the Particulars of Property Mortgaged or Charged above;</p> <p>Please go to next Continuation Page...</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Continuation Page 6 for Section 6 (Mydiamonds Limited - 3429928)</p> <p>"Intercreditor Deed" means the intercreditor deed, in the agreed terms, dated 22 December 2006 and made between, inter alias, the Parent (1), the Security Trustee (2) and the Charging Company as an Original Obligor and an Inter-group Lender (3) and as amended and restated on or around the Effective Date (as each such term as defined therein if not defined in this Form MG01);</p> <p>"Managers" shall have the meaning given to that term in the Senior Facilities Agreement;</p> <p>"Material Adverse Effect" shall have the meaning given to that term in the Senior Facilities Agreement;</p> <p>"Mezzanine Finance Documents" means the Mezzanine Loan Agreement, the Amendment and Restatement Agreement, the Security Documents, the Intercreditor Amendment Agreement, the Intercreditor Deed, any Fees Letter, the Escrow Agreement, any Accession Letter and any other document designated as such by the Agent and the Parent (as each such term as defined in the Mezzanine Loan Agreement where not defined in this Form MG01);</p> <p>"Mezzanine Loan Agreement" means the agreement, in the agreed terms, of 22 December 2006 and made between (1) the Parent, (2) the Borrowers named therein, (3) the Guarantors named therein, (4) the Mezzanine Lenders, (5) the Mezzanine Agent, (6) Landsbanki Islands hf. as arranger and (7) the Security Trustee as amended and restated on or around the Effective Date (as each such term as defined therein where not defined in this Form MG01);</p> <p>"Planning Acts" means (1) the Town and Country Planning Act 1990, (2) the Planning (Listed Buildings and Conservation Areas) Act 1990, (3) the Planning (Hazardous Substances) Act 1990, (4) the Planning (Consequential Provisions) Act 1990, (5) the Planning and Compensation Act 1991, (6) any regulations made pursuant to any of the foregoing and (7) any other legislation of a similar nature;</p> <p>"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Debenture or in future belonging to the Charging Company or in which the Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales) and:</p> <ul style="list-style-type: none"> (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon; (ii) all easements, rights and agreements in respect thereof; (iii) all proceeds of sale of that property; and (iv) the benefit of all covenants given in respect thereof; <p>Please go to next Continuation Page...</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation Page 7 for Section 6 (Mydiamonds Limited - 3429928)

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, Security, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (ii) all proceeds of any of the foregoing;

"Related Rights" means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below; and
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Secured Obligations" means

- (i) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Charging Company to the Security Beneficiaries (or any of them) under the Finance Documents;
- (ii) all reasonable costs, charges and expenses properly incurred by the Security Beneficiaries (or any of them) in connection with the preparation and negotiation of the Finance Documents; and
- (iii) all costs, charges and expenses incurred by the Security Beneficiaries (or any of them) in connection with the protection, preservation or enforcement of the respective rights of any of the Security Beneficiaries under any Finance Documents;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Account" means a specifically designated account(s) with the Security Trustee or such other account(s) with such other bank into which the Security Trustee may from time to time direct the Charging Company to pay its Receivables from time to time whilst an Event of Default is continuing, together with all additions to or renewals or replacements of that account (in whatever currency);

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;

Please go to next Continuation Page...

Short particulars

Continuation Page 8 for Section 6 (Mydiamonds Limited - 3429928)

"Security Trustee" means Bank of Scotland plc in its capacity as security trustee of the Security Beneficiaries:

"Senior Creditors" means the Finance Parties as defined in the Senior Facilities Agreement;

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Deed;

"Senior Facilities Agreement" means the facilities agreement dated 22 December 2006, as amended and restated from time to time and as amended and restated on 6 January 2010 and made between, amongst others, the Charging Company as an Original Guarantor, the Original Lenders and the Security Trustee pursuant to which, inter alia, the Original Lenders agreed to make certain facilities available to the Original Borrowers (as each such term as defined therein if not defined in this Form MG01); and

"Senior Finance Documents" means the Senior Facilities Agreement, the Amendment and Restatement Agreement, the Security Documents, the Intercreditor Amendment Deed, the Intercreditor Deed, the Hedging Documents, the Hedging Letter, the Escrow Agreements, the Ancillary Documents, any Fees Letter, any Accession Letter, any Resignation Letter and any other document designated as such by the Agent and the Parent (as each such term as defined in the Senior Facilities Agreement if not defined in this Form MG01).

(LIB01/2212498)

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Not applicable

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X *Lovells LLP.*

X

This form must be signed by a person with an interest in the registration of the charge.

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name F1/PTM/VH

Company name Lovells LLP

Address Atlantic House, Holborn Viaduct

Post town

County/Region London

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3429928
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 JANUARY
2010 AND CREATED BY MYDIAMONDS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE SECURITY BENEFICIARIES (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 16
JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JANUARY
2010

D+
JL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES