MG01

Particulars of a mortgage or charge



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 NOT What this form is for You may use this form to register You cannot use this form particulars of a mortgage or charge particulars of a charge fo in England and Wales or Northern company To do this, plea Ireland form MG01s 14/11/2012 COMPANIES HOUSE For official use Company details 5 Filling in this form Company number Please complete in typescript or in GEORGE (MOUNT STREET) LIMITED (the "Chargor") bold black capitals Company name in full All fields are mandatory unless specified or indicated by * 2 Date of creation of charge ^d8 Date of creation 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 A composite debenture (the "Debenture") Amount secured Continuation page Please give us details of the amount secured by the mortgage or charge Please use a continuation page if you need to enter more details Amount secured All the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "Secured Liabilities") Capitalised terms shall have the meanings ascribed to them in section 6 of this document

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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 ("BoS")	•
Address	THE MOUND, EDINBURGH	
Postcode	E H 1 Y Z	
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

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6	Short	particular	s of all the	he property mortgaged or charged
	Please	give the sh	ort particu	lars of the property mortgaged or charged
Short particulars	1	Securi	ity	
	1 1	Genera	a!	
		(a)	All the	e Security created under the Debenture
			(1)	is created in favour of the Security Agent (as trustee for the Secured Parties),
			(11)	is security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by the Debenture, would cause such Security to be unlawful or prohibited by any applicable law, and
			(111)	is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
		(b)	way c	Chargor assigns its rights under an agreement (or charges those rights by of first fixed charge) under the Debenture and that assignment or charge thes a term of that agreement because a third party's consent has not been sed
			(1)	the Chargor shall notify the Security Agent promptly,
			(11)	until the consent is obtained, the Debenture will secure all amounts of any nature which the Chargor may now or in future receive under or in connection with that agreement but exclude rights under the agreement itself,
	i		(m)	unless the Security Agent otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent of the relevant party to rights under that agreement being secured in accordance with the Debenture, and
	:		(IV)	the Chargor shall promptly supply the Security Agent with a copy of any consent obtained by it
	12	Land		
		The Ch	argor ch	arges
		(a)	any lic	y of a first legal mortgage, all the Mortgaged Property and all rights under cence or other agreement or document which gives the Chargor a right to y or use Mortgaged Property, and

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of first fixed charge, all the Real Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use Real Property

13 Investments

The Chargor charges by way of a first fixed charge all the Shares and Dividends

14 Chattels

The Chargor charges by way of a first fixed charge all the Chattels owned by it and its interest in any Chattels in its possession

15 Accounts

- (a) The Chargor assigns absolutely, by way of security, subject to reassignment by the Security Agent in accordance with Clause 27 (Release of Security) of the Debenture, all its rights in respect of the Blocked Accounts
- (b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all of its rights and interest in and to the Blocked Accounts

16 Monetary Claims

The Chargor charges by way of a first fixed charge all the Monetary Claims

17 Contracts

- (a) The Chargor assigns absolutely with full title guarantee to the Security Agent, by way of security, subject to reassignment by the Security Agent in accordance with Clause 27 (Release of Security) of the Debenture, all its rights in respect of
 - (i) the Contracts,
 - (ii) any letter of credit issued in its favour, and
 - (III) any bill of exchange or other negotiable instrument held by it
- (b) To the extent that they are not effectively assigned under paragraph (a) above,

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6	Short	particula	rs of all the property mortgaged or charged
	Please	give the sl	hort particulars of the property mortgaged or charged
Short particulars			the Chargor charges by way of first fixed charge all its rights described in paragraph (a) above
	18	Insura	nnces
		(a)	The Chargor assigns absolutely, by way of security, subject to reassignment by the Security Agent in accordance with Clause 27 (Release of Security) of the Debenture, all amounts payable to it under or in connection with the Policies and all of its rights in connection with those amounts
		(b)	To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge the relevant amounts and rights described in paragraph (a) above
	1 9	Intelle	ctual Property
		The C	hargor charges by way of first fixed charge all its rights in its Intellectual Property
	1 10	Misce	llaneous
		The C	hargor charges by way of first fixed charge
		(a)	any beneficial interest, claim or entitlement it has in any pension fund,
		(b)	all rights to recover any Taxes on any supplies made to it relating to any Secured Asset and any sums so recovered,
		(c)	its goodwill and uncalled capital, and
		(d)	the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Secured Asset and the right to recover and receive compensation or any other sum payable in relation to any authorisation
	1 11	Floatır	ng charge
		(a)	The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under Clause 4 of the Debenture, as replicated in this paragraph 1
		(b)	The floating charge created by paragraph (a) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

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				ars of the property mortgaged or charged
Short particulars				
	1 12	Crysta	Ilisation	
	ſ			
		(a)		ecurity Agent may at any time by notice in writing to the Chargor convert
				eating charge created by the Chargor pursuant to Clause 4.11 (Floating or of the Debenture, as replicated in paragraph 1.11 above, into a fixed
			=	with immediate effect as regards any property or assets specified in the
			notice	ıf
			(1)	the security constituted by the Debenture has become enforceable in
				accordance with Clause 14 (Enforcement of Security) of the Debenture,
				Of
			(11)	the Security Agent considers any Secured Asset to be in danger of
				being seized or sold under any form of distress, attachment, execution
				or other legal process or otherwise to be in jeopardy, or
			(III)	the Security Agent reasonably considers that it is necessary in order to
				protect the priority of its Security
		(b)	Notwiti	nstanding paragraph (a) above and without prejudice to any rule of law
				may have a similar effect, the floating charge created by Clause 4.11
			'	ng charge) of the Debenture, as replicated in paragraph 1.11 above, will atically and immediately (without notice) convert into a fixed charge over all
				argor's assets if
			(1)	the Chargor creates or attempts to create any Security over any of the
				Secured Assets otherwise than in accordance with the terms of the
			Z.A.	Facilities Agreement,
			(11)	any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets,
			(III)	an administrator is appointed in respect of the Chargor or a person
			` ,	entitled to appoint an administrator in respect of the Chargor gives
				notice of its intention to do so or files a notice of appointment with a
			(n.t)	any corporate action, legal proceedings or other procedure or step is
			(IV)	taken in relation to the suspension of payments, winding up, dissolution

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Short particulars

or re-organisation of the Chargor other than a winding-up petition which is stayed within 14 days of commencement

- (c) The floating charge created by Clause 4 11 (Floating charge) of the Debenture, and replicated in paragraph 1 11 above, may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

2. General Undertakings

2 1 Security

The Chargor shall not, save as permitted in the Facilities Agreement, create or permit to subsist any Security or Quasi-Security (as defined in the Debenture) over the Secured Assets other than pursuant to the Debenture

2 2 Disposal

The Chargor shall not (and shall not agree to), save as permitted in the Facilities Agreement, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any of the Secured Assets

3 Real Property

3 1 Acquisitions

- (a) If the Chargor acquires any freehold, leasehold or commonhold property after the date of the Debenture it shall
 - (i) notify the Security Agent immediately,

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- (ii) immediately on request by the Security Agent (acting reasonably) and at the cost of the Chargor, execute and deliver to the Security Agent a Legal Mortgage in favour of the Security Agent (as trustee for the Secured Parties) of that property,
- (III) If the title to that freehold, leasehold or commonhold property is registered at the Land Registry or required to be so registered, give the

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Land Registry written notice of the Legal Mortgage, and

- (iv) If applicable, ensure that details of the Legal Mortgage are correctly noted in the Register of Title against that title at the Land Registry
- (b) If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a Legal Mortgage over it, the Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. The Chargor shall immediately request the relevant landlord's consent and shall use all reasonable endeavours to obtain that consent within 10 Business Days of making the request.

3 2 Compenstion Payments

Subject to the rights and claims of any person having prior rights to such compensation, all monies payable to the Chargor by way of compensation, whether under Section 25 of the Law of Property Act 1969 or under the Landlord and Tenant Acts 1927 to 1954 or otherwise, shall be paid to the Security Agent (who shall be entitled to give good receipt for such monies) and applied in accordance with Clause 18 (Order of Application) of the Debenture as though they were the proceeds of the enforcement of the security constituted by the Debenture, and any monies that may be received by the Chargor shall, pending such payment, be held on trust for the Security Agent

Definitions:

In this document, the following terms shall (unless defined elsewhere) have the meanings set out below

"Account Bank" means each bank, financial institution or other person with whom an Account is maintained

"Accounts" means the Blocked Account(s), the Membership Account(s), the Specified General Account(s) and all other accounts at any time owned or operated by the Chargor with any Account Bank as renumbered or redesignated from time to time, each replacement account or sub-account relating to any of them, all money from time to time standing to the credit of those accounts, all interest accruing in relation to them and the debt or debts represented by them

"Blocked Account(s)" means the account(s) the details of which are set out in Part 1 of Schedule 4

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(Account Details) of the Debenture, as replicated at Part 1 of Schedule 1 of this document, and all other Accounts in respect of which the Chargor has granted an assignment pursuant to Clause 4.5 (a) (Accounts) of the Debenture, as replicated at paragraph 1.5(a) above, and issued a notice pursuant to Clause 9.4 (Notice to Account Banks) of the Debenture

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London

"Chattels" means all plant, machinery, vehicles, tools, computers, equipment, furniture and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and any renewals or replacements of them together with the benefit of all warranties, guarantees, maintenance contracts, consents and licences relating to them

"Contracts" means any contract in any agreement designated in writing as a Contract by the Security Agent and the Chargor

"CREST" means the electronic settlement system for United Kingdom and Irish Securities operated by Euroclear UK & Ireland Limited or any successor system for the time being

"Dividends" means all dividends and distributions of any kind, interest and any other income received or receivable in relation to any of the Shares

"Facilities Agreement" means the facilities agreement dated on or about the date of the Debenture between, amongst others, the Chargor, the Secured Parties and the Security Agent

"Finance Document" shall have the meaning ascribed to such term in the Facilities Agreement

"Finance Party" shall have the meaning ascribed to such term in the Facilities Agreement

"Group" shall have the meaning ascribed to such term in the Facilities Agreement

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"Initial Shares" means those shares owned by the Chargor listed in Schedule 3 (Initial Shares) of the Debenture, as replicated in Schedule 2 of this document

"Intellectual Property" means

(a) all patents, trade marks, service marks, designs, business and trade names,

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copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist) whether registered or unregistered, and

(b) the benefit of all applications, licences and rights to use the assets listed in paragraph (a) above (which may now or in the future subsist)

"Legal Mortgage" means a charge by way of legal mortgage granted by the Chargor in favour of the Security Agent and in the form of Schedule 7 (Form of Legal Mortgage) of the Debenture in respect of all or any part of the Real Property acquired by the Chargor after the date of the Debenture

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Finance Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any member of the Group of a Payment (as defined in the Facilities Agreement) on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"Membership Account" means the account(s) the details of which are specified in Part 2 of Schedule 4 (Account Details) of the Debenture as replicated at Part 2 of Schedule 1 of this document

"Monetary Claims" means all book and other debts and monetary claims of any nature and however arising at any time owing to the Chargor or in which it has an interest and all proceeds of those debts and claims together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Mortgaged Property" means any freehold, leasehold or immovable property specified in Schedule 2 (Mortgaged Property) of the Debenture, as replicated in Schedule 3 of this document, and any freehold, leasehold or immovable property specified in the schedule to any Legal Mortgage

"Policies" means each of the insurance policies described in Schedule 6 (Insurance Policies) of the Debenture, as replicated in Schedule 4 of this document, and each other insurance policy taken out at any time by the Chargor or in respect of which it has an interest or a right to claim but excluding any third party liability or public liability insurance

"Real Property" means

- (a) the Mortgaged Property,
- (b) any other freehold, leasehold or immovable property in which the Chargor has an interest, and
- (c) any buildings, erections, fixtures, fittings (including trade fittings and machinery) and fixed plant and machinery from time to time situated on or forming part of the property listed in paragraphs (a) above and (b) above

"Secured Assets" means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by the Debenture or any document entered into pursuant or supplemental to the Debenture (including but not limited to any Legal Mortgage)

"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement, any Receiver or Delegate (as such terms are defined in the Facilities Agreement)

"Security" means any 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 Agent" means BoS, its successors in title, permitted assigns and permitted transferees and any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents

"Settlement System" means CREST or any other electronic settlement system

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"Shares" means

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Short particulars	
	(a) the Initial Shares and all shares, stocks, debentures, bonds, warrants, coupons interests in collective investment schemes and all other securities and investments of any kind whatsoever (whether in certificated or uncertificated form) at any time owned by the Chargor or in which it has an interest,
	(b) shares, stocks, debentures, bonds, warrants, coupons, securities, investments money or other assets arising by way of conversion, exchange, substitution rights issue, redemption, bonus, preference, option or otherwise in relation to an of the assets referred to in paragraph (a) above,
	(c) rights to subscribe for, purchase or otherwise acquire any of the assets referre to in paragraph (a) above through options, warrants or otherwise, and
	(d) rights relating to any of the assets referred to in paragraph (a) above which are deposited with or registered in the name of any depository, custodian, nomined clearing house or investment manager or similar person whether on a fungible basis or otherwise and including all rights against that person and where any of the assets referred to in paragraph (a) above are held in a Settlement System.
	(i) rights of any kind against that Settlement System, including (without limitation) any rights which the Chargor may have (A) under an agreement with that Settlement System or its operator and/or (B) to require delivery by that Settlement System of any of those assets to, of to the order of, the Chargor, and
	(ii) rights of any kind against a custodian in respect of any of those asset held in that custodian's account with a Settlement System includin (without limitation) any rights which the Chargor may have (A) under any agreement with that custodian relating to the use of that accourt and/or (B) to require delivery by that custodian of any of those asset to, or to the order of, the Chargor
	"Specified General Accounts" means the account(s) the details of which are specified in Part 3 of Schedule 4 (Specified General Account Details) in the Debenture as replicated at Part 3 of Schedule 1 to this document
	"Tax" means any tax, tevy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

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Short particulars of all the property mortgaged or charged

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Short particulars

Schedule 1 (Accounts)

Part 1 - Blocked Accounts						
Name of Account Bank	Name of Account Holder	Sort Code	Account Number	Currency		
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable		

Part 2 - Membership Accounts Name of **Sort Code** Account Currency Name of **Account Name Account Bank** Account Number Holder 18-00-02 2426110 **GBP** Coutts & Co **GEORGE MS LTD** George **MEMBRS** (Mount Street) Limited

Name of Account Bank	Account Name	Name of Account Holder	Sort Code	Account Number	Currency
Coutts & Co	GEORGE (MS) LTD	George (Mount Street) Limited	18-00-02	2426072	GBP
Coutts & Co	GEORGE (MS) LTD HIA	George (Mount Street) Limited	18-00-02	7380720	GBP

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Short particulars		

Schedule 2 (Initial Shares)

Chargor	Subsidiary	Number and class of shares	Details of nominees
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Schedule 3 (Mortgaged Property)

Description of Property	Freehold / Leasehold	Title Number
Not Applicable	Not Applicable	Not Applicable

Schedule 4 (Policies)

- 1 MBH Group (UK) Ltd and all subsidiaries
- 1 1 Commercial Combined NIG Commercial, Crown House, 145 City Road, London, EC1V 1LP Policy No GLA005239278
- 1 2 Excess Layer Public Liability ACE European Group Ltd, ACE Building, 100 Leadenhall St, London, EC3A 3BP Policy No UKCASO05113112
- Directors and Officers Liability ACE European Group Ltd, ACE Building, 100 Leadenhall St, London, EC3A 3BP Policy No UKDAOO08539112
- 1 4 Engineering Inspection Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB Policy No 53/NV/18621682/3
- 1 5 Fine Art Hiscox Insurance Company Ltd, Hiscox House, Sheepen Place, Colchester, Essex, CO3 3XL Policy No HU 606 6641370
- 1 6 Motor Fleet Royal and Sun Alliance plc, 9th Floor, One Plantation Place, 30 Fenchurch Street, London EC3M 3BD Policy No 83-RTT115265
- 2 Joint Named Policies Caprice Holdings Ltd and MBH Group (UK) Ltd and all subsidiaries
- 2 1 Business Travel ACE European Group Ltd, ACE Building, 100 Leadenhall St, London, EC3A 3BP Policy No UKBBBO03884112

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6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged		
Short particulars	_		
	2 2	Computers - Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB Po 53/NK/18621768/3	licy No
	2 3	Office Combined - NIG Commercial, Crown House, 145 City Road, London, EC1 Policy No. GLA005523099	V 1LF
	:		

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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

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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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X SJ Bensin LLP

X

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

CHFP025 03/11 Version 5.0

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Presenter information	Important 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	Please note that all information on this form will appear on the public record.	
onginal documents The contact information you give will be visible to searchers of the public record	£ How to pay	
Contact name Robert Bolgar Smith	A fee of £13 is payable to Companies House in respect of each mortgage or charge.	
S J Berwin	Make cheques or postal orders payable to 'Companies House'	
Address 10 Queen Street Place	☑ Where to send	
Postiown London	You may return this form to any Companies Hous address, however for expediency we advise you t return it to the appropriate address below	
London	,, ,	
County/Region Greater London Postcode E C 4 R 1 B E	For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
Country United Kingdom		
^{DX} 255 Chancery Lane	For companies registered in Scotland The Registrar of Companies, Companies House,	
Telephone	Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF	
✓ Certificate	DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
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	For companies registered in Northern Ireland. The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,	
✓ Checklist	Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
We may return forms completed incorrectly or with information missing.	7 Further information	
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	For further information, please see the guidance note on the website at www companieshouse gov uk or email enquines@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. 3759332 CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED 8 NOVEMBER 2012 AND CREATED BY GEORGE (MOUNT STREET) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO ANY SECURED PARTY 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 14 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 NOVEMBER 2012



