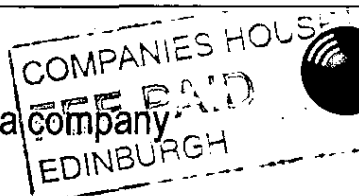


MG01s

Particulars of a charge created by a company
registered in Scotland



IRIS
LASERFORM

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 charge created by a
Scottish company.



What this form is NOT for

You cannot use this form to register
particulars of a mortgage
created by a company in
England and Wales or Northern Ireland.
If this is the case, please use form MG01.

FRIDAY
EDINBURGH



STYG0UOH

SCT

03/06/2011

73

COMPANIES HOUSE

SCT

27/05/2011

357

COMPANIES HOUSE

1

Company details

Company number

S C 1 1 8 6 6 9

Company name in full

The Town House Company Limited (the "Pledgor")

For official use

→ 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

d1 d6 m0 m5 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Shares Pledge (the "Pledge")

4

Amount secured

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

Amount secured

Please see attached MG01s Continuation Pages.

Capitalised terms used in this Form MG01s and not otherwise
defined have the meaning given to them the attached Continuation
Pages.

Continuation page

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

MG01s

Particulars of a charge created by a company registered in Scotland

5**Mortgagee(s) or person(s) entitled to the charge**

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 as security trustee for the Secured Parties

Address (the "Security Agent")

The Mound, Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6**Short particulars of all the property charged**

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

The Pledgor hereby pledges and assigns to the Security Agent as a continuing security for the payment and discharge of the Secured Obligations:

1. its entire right, title and interest (present and future) in and to the Shares;
2. all rights, money or property of a capital nature at any time accruing on, or payable or receivable in respect of, any of the Shares, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;
3. all rights, money or property of an income nature accruing on, or payable or receivable in respect of, any of the Shares whether by way of dividend, distribution, interest, or otherwise;

(together the "Charged Assets").

Negative Pledge

The Pledgor will not without the prior written consent of the Security Agent:

1. create or attempt to create or permit to subsist (except in favour of the Security Agent) any right in security, mortgage, charge, lien, encumbrance, right of set-off or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets; or
2. sell, transfer, assign or otherwise dispose of all or any of the Charged Assets.

MG01s

Particulars of a charge created by a company registered in Scotland

7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

N/A

① 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.

Continuation page

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

MG01s

Particulars of a charge created by a company registered in Scotland

1

8 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

Nil

9 Delivery of instrument

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.

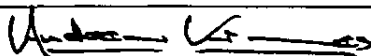
In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ②

Please sign the form here.

Signature

Signature



☒ For and behalf of Shepherd and Wedderburn LLP (acting on behalf of the Security Agent) ☒

② Signature

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

MG01s

Particulars of a charge created by a company registered in Scotland



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 Andrew Kinnes

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town

County/Region Edinburgh

Postcode E H 3 8 U L

Country

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



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 a certified copy of the deed (if any) 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 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 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 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, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
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

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

| | | |
|----------------|--|--|
| 4 | Amount secured | |
| | Please give us details of the amount secured by the charge. | |
| Amount secured | <p>All present and future liabilities and 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 whether as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:</p> <ul style="list-style-type: none"> (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, prepayment, repayment, redemption, defeasance or discharge of the Secured Obligations on the grounds of preference or otherwise, <p>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 (the "Secured Obligations").</p> <p>Definitions</p> <p>In this Form MG01s:</p> <p>"Accession Letter" means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Letter</i>) of the Facility Agreement;</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Facility Agreement;</p> <p>"Agent" means Bank of Scotland plc as agent of the other Finance Parties;</p> <p>"Arranger" means Bank of Scotland plc as mandated lead arranger;</p> <p>"Borrower" means The Town House Company Limited, Company Number SC118669;</p> <p>"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security;</p> <p>"Company" means Blythswood Square Limited (Company Number SC294938);</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) of the Facility Agreement;</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;</p> <p>"Facility" means Facility A, Facility B or Facility C;</p> <p>"Facility A" means the term loan facility made available under the Facility Agreement as described in Clause 2.1.1 (<i>The Facilities</i>) of the Facility Agreement;</p> | |

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4

Amount secured

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

Amount secured

"Facility Agreement" means the facility agreement dated on or around the date of the Pledge between, amongst others, the Borrower and the Security Agent;

"Facility B" means the term loan facility made available under the Facility Agreement as described in Clause 2.1.2 (*The Facilities*) of the Facility Agreement;

"Facility C" means the term loan facility made available under the Facility Agreement as described in Clause 2.1.3 (*The Facilities*) of the Facility Agreement;

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 13 (*Fees*) of the Facility Agreement;

"Finance Document" means the Facility Agreement, the Mandate Letter, any Fee Letter, any Accession Letter, any Resignation Letter, any Compliance Certificate, any Selection Notice, any Hedging Agreement, the Working Capital Facility Letter, the First Data Counter Indemnity, the Subordination Agreement, the Ranking Agreement, any Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower;

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty, the Working Capital Bank or First Data Indemnity Bank;

"First Data Bank Indemnity" means the indemnity dated on or around the date of the Facility Agreement granted by the First Data Indemnity Bank in favour of FDR Limited (trading as First Data) in respect of services to be provided by FDR Limited to the Obligors (or any of them);

"First Data Counter Indemnity" means the counter indemnity dated on or around the date of the Facility Agreement granted by the Borrower in favour of the First Data Indemnity Bank (in respect of the First Data Bank Indemnity);

"First Data Indemnity Bank" means Bank of Scotland plc as provider of the First Data Bank Indemnity;

"Group" means the Borrower and its Subsidiaries for the time being;

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement;

"Hedge Counterparty" means:

- (a) the Original Hedge Counterparty; and
- (b) any person which has become a Party as a Hedge Counterparty in accordance with Clause 26.10 (*Accession of Hedge Counterparties*) of the Facility Agreement;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging liabilities and/or risks in relation to the Facility;

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4

Amount secured

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

Amount secured

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;

"Mandate Letter" means the letter dated on or around the date of the Facility Agreement between the Arranger and the Borrower;

"Obligor" means the Borrower or a Guarantor;

"Original Guarantor" means the Borrower and Blythswood Square Limited, Company Number SC294938;

"Original Hedge Counterparty" means Bank of Scotland plc as original hedge counterparty;

"Original Lender" means Bank of Scotland plc;

"Original Shares" means the shares described in the Schedule to the Pledge being 100 shares of £1 each in the Company;

"Party" means a Party to the Facility Agreement;

"Ranking Agreements" means:

- (a) the ranking agreement dated on or around the date of the Facility Agreement between the Security Agent, Bank of Scotland plc and the Borrower; and
- (b) the ranking agreement dated on or around the date of the Facility Agreement between the Security Agent, Bank of Scotland plc and Blythswood Square Limited;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Facility Agreement;

"Secured Parties" means each Finance Party and any Receiver or Delegate;

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

"Security Document" means each of the documents listed as being a Security Document in paragraph 3(a) of Schedule 2 (*Conditions Precedent*) and any document required to be delivered to the Agent under Clause 23.23 (*Further Assurance*) of the Facility Agreement together with any other document entered into by an Obligor creating or expressed to create any Security over all or any part of its assets in respect of its obligations under any of the Finance Documents;

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

| 4 | Amount secured | |
|----------------|--|--|
| | Please give us details of the amount secured by the charge. | |
| Amount secured | <p>"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (<i>Requests</i>) of the Facility Agreement given in accordance with Clause 11 (<i>Interest Periods</i>) of the Facility Agreement;</p> <p>"Shares" means the Original Shares together with all other shares in the capital of the Company held from time to time by or for the Pledgor;</p> <p>"Subordinated Creditor" means Peter James Taylor;</p> <p>"Subordination Agreement" means the subordination agreement dated on or around the date of the Facility Agreement between the Borrower, the Subordinated Creditor, the Agent and the Security Agent;</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Security Documents;</p> <p>"Utilisation Request" means a notice substantially in the form set out in Part I of Schedule 3 (<i>Requests</i>) of the Facility Agreement;</p> <p>"Working Capital Bank" means Bank of Scotland plc as working capital bank pursuant to the Working Capital Facility Letter; and</p> <p>"Working Capital Facility Letter" means the facility letter dated on or around the date of the Facility Agreement between the Working Capital Bank and the Borrower.</p> | |



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 118669

CHARGE NO. 11

I HEREBY CERTIFY THAT A CHARGE CREATED BY THE TOWN
HOUSE COMPANY LIMITED

ON 16 MAY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 3 JUNE 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 7 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES