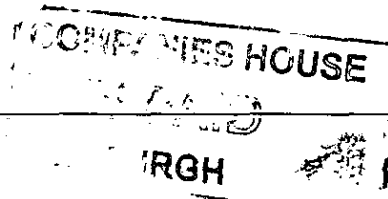


# MG01s

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



**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 or charge created by a company in England and Wales or Northern Ireland. To do this, please use form MG01.

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**1**

**Company details**

Company number

S C 1 9 4 8 1 3

Company name in full

CALA 1999 Limited (the "Chargor")

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

21 12 2009

**3**

**Description**

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

Description

Debenture (the "Debenture")

**4**

**Amount secured**

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

Amount secured

The Secured Obligations (the "Secured Obligations")

See continuation sheet.

**Continuation page**

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

WEDNESDAY



SCT

\*SBGXCG19\*

23/12/2009

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COMPANIES HOUSE

# 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 agent and security trustee for each of
Address	the Senior Creditors (the "Security Trustee")
	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

Each Chargor charges by way of first fixed charge:

- (a) all estates or interests in any Real Property now or hereafter belonging to it;
- (b) all its rights under any agreement relating to the purchase of any freehold or leasehold property;
- (c) all its rights under any occupational lease, licence or other right of occupation;
- (d) all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession;
- (e) all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts;
- (f) all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (g) all its rights under any interest rate hedging arrangements;
- (h) its goodwill;
- (i) its uncalled capital;
- (j) all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest;
- (k) the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them; and
- (l) any beneficial interest, claim or entitlement it has to any assets of any pension fund.

See continuation sheet.

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**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.

**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 on behalf of MacLay Murray & Spens LLP

**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 LEKS/CEXM/SMK/BAN/13/3915

Company name Maclay Murray & Spens LLP

Address

Post town

County/Region

Postcode

E H 3 9 E P

Country

DX DX ED137 Edinburgh

Telephone 0131 228 7000



## 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,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

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## Amount secured

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

Amount secured

The Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Chargor or any other Obligor to the Security Trustee and the other Senior Creditors (or any of them) under the Finance Documents together with:

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;
- (b) any further advances and additional facilities which may be made by any Senior Creditor to the Chargor or any other Obligor under any agreement expressed to be supplemental to the Finance Documents and all interest, fees, and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents;
- (d) any claim against the Chargor or any other Obligors flowing from the recovery by the Chargor or any other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise;
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings; and

all costs, charges and expenses incurred by the Security Trustee or any other Senior Creditor in connection with the protection, preservation or enforcement of its rights against the Chargor or any other Obligor.

**"Senior Creditor"** means together the Finance Parties as defined in the Facilities Agreement and the Working Capital Lender.

**"Facilities Agreement"** means the senior facilities agreement dated 8 November 2007 as amended and restated on or around the date of the Debenture between, amongs others, CALA Group Limited, the Obligors and Bank of Scotland plc as Arranger, Agent, Security Trustee and an Original Lender.

**"Working Capital Lender"** means Bank of Scotland plc as lender under the WCF Facility Letter.

For the purposes of this Form MG01s capitalised terms used bear the same meaning as ascribed to them in the Facilities Agreement unless otherwise defined in this Form MG01s or unless a contrary intention appears.

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**2. Assignment by way of security:**

Each Chargor assigns and agrees to assign absolutely all of its right, title and interest in:

(a) the benefit of any agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it;

(b) all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies; and

(c) each of the Assigned Documents to which it is a party.

**3. Floating charge**

Each Chargor charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant the Debenture or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions ( 1. *Fixed Charges*) of the Debenture.

"Assigned Documents" means the documents listed in Schedule 4 (*Assigned Documents*) of the Debenture.

"Charged Asset" means the assets, rights and undertaking of the Chargors from time to time mortgaged, charged or assigned to the Security Trustee by or pursuant to this Deed.

"Insurance Policy" means any policy of insurance or assurance in which the Chargor may at any time have an interest.

"Intellectual Property Rights" means all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not; and (b) the benefit of all applications for and rights to use any such assets.

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*) of the Debenture and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.

"Real Property" means the Mortgaged Property and any other present or future freehold or leasehold property in which the Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 194813

CHARGE NO. 5

I HEREBY CERTIFY THAT A CHARGE CREATED BY CALA 1999  
LIMITED

ON 21 DECEMBER 2009

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 23 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 5 JANUARY 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES