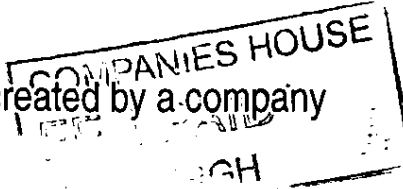


MG01s

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 for**
You cannot use this form to register
particulars of a charge created by a company
in England, Wales or Northern Ireland.
If you are using this form, please use form

THURSDAY



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09/06/2011

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COMPANIES HOUSE

base

v.uk

1 Company details

Company number S C 2 5 4 6 3 2

Company name in full Quillco 157 Limited
(the "Company")

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 02 07 00 05 00 00 00 00

3 Description

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

Description BOND AND FLOATING CHARGE (the "Floating Charge")

4 Amount secured

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

Amount secured All present and future liabilities and obligations
(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 Company or any other Obligor to the Security
Trustee and the other Composite Finance Parties (or
any of them) under the Composite Finance Documents
together with:

(a) any refinancing, novation, refunding,
deferral or extension of or increase in any
of those obligations or liabilities;

(See continuation sheet 1.)

Continuation page

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

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>(b) any further advances and additional facilities which may be made by any Composite Finance Party to the Company or any other Obligor under any agreement expressed to be supplemental to any of the Composite Finance Documents and all interest, fees and costs in connection therewith;</p> <p>(c) all costs, charges and expenses incurred by the Security Trustee or any other Composite Finance Party in connection with the protection, preservation or enforcement of its rights against the Company or any other Obligor under the Composite Finance Documents;</p> <p>(d) 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 Composite Finance Documents;</p> <p>(e) any claim against the Company or any other Obligor flowing from the recovery by the Company or any other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and</p> <p>(f) 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,</p> <p>(together the "Secured Obligations").</p> <p>Where:</p> <p>"Account Bank" has the meaning given to it in the Senior Term Loan A Facility Agreement;</p> <p>"Agent" has the meaning given to it in the Senior Term Loan A Facility Agreement;</p> <p>"Arranger" has the meaning given to it in the Senior Term Loan A Facility Agreement;</p> <p>"Composite Finance Documents" has the meaning given to it in the Senior Term Loan A Facility Agreement;</p> <p>"Composite Finance Parties" has the meaning given to it in the Senior Term Loan A Facility Agreement;</p> <p>"Obligor" has the meaning given to it in the Senior Term Loan A Facility Agreement;</p> <p>"Original Lender" has the meaning given to it in the Senior Term Loan A Facility Agreement;</p> <p>(See continuation sheet 2.)</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	<p>"Security Trustee" means Bank of Scotland plc (registered number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ as agent and security trustee for itself and for each of the Composite Finance Parties and any person deriving title from them or any permitted successor or assignee; and</p> <p>"Senior Term Loan A Facility Agreement" means the Senior Term Loan A Facility Agreement originally dated 30 March 2006 originally between, amongst others, Credential Holdings Limited (then known as Quillco (224) Limited) (now dissolved) and Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) as Arranger, Agent, Original Lender, Security Trustee and Account Bank and others as amended by an amendment letter dated 16 January 2009, as novated from Credential Holdings Limited to Credential Investment Holdings Limited pursuant to a deed of novation dated 31 March 2009 and as amended and restated on or around the date of the Floating Charge and as the same may be amended, varied, supplemented, novated or replaced from time to time and for the time being.</p> <p>Terms defined in Parts 1 and 3 of this form MG01s shall have the same meaning in this Part 4.</p>	

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)

Address 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

1. The Company, in security for the payment or discharge of the Secured Obligations (and with absolute warrandice), grants a floating charge in favour of the Security Trustee over the Assets.
2. The charge created by the Floating Charge is a qualifying floating charge, and paragraph 14 of Schedule B1 to the Act applies to the Floating Charge and the Security Trustee may appoint an Administrator of the Company pursuant to that paragraph.
3. A Composite Finance Party may set-off any matured obligation due from the Company under the Composite Finance Documents (to the extent beneficially owned by that Composite Finance Party) against any matured obligation owed by that Composite Finance Party to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Composite Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
4. The Company will promptly do all such acts or execute all such documents as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) to:
 - (a) perfect the security created or intended to be created by the Floating Charge or for the exercise of the rights, powers and remedies of the Security Trustee or any Receiver provided by or pursuant to the Floating Charge or by law;
 - (b) confer on the Security Trustee security over any property or assets of the Company located in any jurisdiction outside the United Kingdom equivalent or similar to the security intended to be conferred by or pursuant to the Floating Charge;

(See continuation sheet 3.)

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

(c) confer on the Security Trustee any further security over all or any part of its property, assets and undertaking as the Security Trustee may require; and/or

(d) after the security created by the Floating Charge has become enforceable, facilitate the realisation of the Assets.

Where:

"Act" means the Insolvency Act 1986 (as amended);

"Administrator" means any person appointed as an administrator under Schedule B1 to the Act to manage the Company's affairs, business and/or property;

"Assets" means the whole of the property, assets and undertaking (including uncalled capital) which is or may be from time to time while the Floating Charge is in force comprised in the property and undertaking of the Company;

"Receiver" includes any person or persons appointed (and any additional person or persons appointed or substituted) as receiver by the Security Trustee under the Floating Charge and shall include joint Receivers; and

"Secured Obligations" means the amount secured by the Floating Charge as more particularly described in Part 4 of this form MG01s.

Terms defined in Parts 1, 3 and 4 of this form MG01s shall have the same meaning in this Part 6.

MG01s

Particulars of a charge created by a company registered in Scotland

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

1. The Company shall not, without the prior written consent of the Security Trustee, create or permit to exist any Fixed Security or floating charge over all or any part of the Assets which ranks in priority to or equally with the Floating Charge except for any Fixed Security granted by the Company in favour of the Security Trustee.
2. The Floating Charge shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any Fixed Security (other than any Fixed Security granted by the Company in favour of the Security Trustee which shall rank in priority to the Floating Charge) and to any other floating charge.

Where:

"Fixed Security" shall have the meaning given to it in section 486 of the Companies Act 1985.

Terms defined in Parts 1, 3, 4 and 6 of this form MG01s shall have the same meaning in this Part 7.

- ^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

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

N/A

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

X

Richard Minto W.S.

X

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 Christine McFadyen

Company name Dickson Minto W.S.

Address 16 Charlotte Square

Post town Edinburgh

County/Region Midlothian

Postcode E H 2 4 D F

Country United Kingdom

DX DX 199 Edinburgh

Telephone 0131 225 4455



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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 254632

CHARGE NO. 1

I HEREBY CERTIFY THAT A CHARGE CREATED BY QUILLCO
157 LIMITED

ON 27 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 9 JUNE 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES