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COMPANIES FORM No 410(Scot)

Particulars of a charge created by a company registered in Scotland

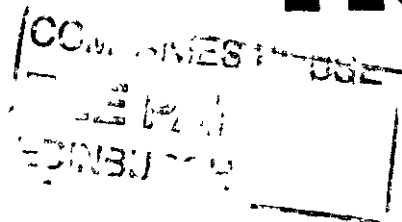
410

A fee of £13 is payable to Companies House in
respect of each register entry for a mortgage or
charge

CHFP025

Please do not
write in this
margin

Pursuant to section 410 of the Companies Act 1985



Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf Note 6)

For official use

Company number

113

SC268424

Name of company

* Baronsgate Estates Limited

* insert full name
of company

Date of creation of the charge (note 1)

27 February 2008

Description of the instrument (if any) creating or evidencing the charge (note 1)

Floating Charge (the "Floating Charge")

Amount secured by the charge

See attached Rider A

Names and addresses of the persons entitled to the charge

Clydesdale Bank plc of 30 St Vincent Place, Glasgow G1 2HL

Presentor's name address telephone
number and reference (if any)
Dickson Minto W S
16 Charlotte Square
Edinburgh
EH2 4DF

0131 225 4455
cl58 6 BEL xfd

For official use (06/2005)
Charges Section

TUESDAY



SCT 04/03/2008 158
COMPANIES HOUSE

Short particulars of all the property charged

Please do not
write in
this margin

See attached Rider B

Please complete
legibly, preferably
in black type, or
bold block lettering

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

See attached Rider C

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee is payable
to Companies
House in respect
of each register
entry for a
mortgage or
charge
(See Note 5)

Signed

Dickson Minto

Date

4 March 2008

On behalf of ~~XXXXXX~~ [chargee] †

Notes

1 A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act (Examples: date of signing of an Instrument of Charge, date of recording/registration of a Standard Security, date of intimation of an Assignment)

2 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

3 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 comprising property situated outside the U.K., 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 U.K. Certified copies of any other documents relevant to the charge should also be delivered

4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body

5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to Companies House

6 The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as
appropriate

BARONSGATE ESTATES LIMITED

(Registered Number SC268424)

RIDER A - FORM 410 - (FLOATING CHARGE)

Amount secured by the charge

- 1 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 Borrower to the Bank under the Finance Documents together with
- (i) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of the Borrower under any facility agreement entered into after the date of the Floating Charge with the Bank which is entered into wholly or partially in order to refinance the Secured Liabilities at the date of the Floating Charge,
 - (ii) any further obligations and liabilities which may be made by the Bank to the Borrower under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith,
 - (iii) all costs, charges and expenses properly incurred by the Bank in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents,
 - (iv) any successful claim for damages or restitution in the event of rescission by an Obligor of any of those obligations or liabilities or otherwise in connection with the Finance Documents,
 - (v) any successful claim against the Borrower flowing from the recovery by the Borrower of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise, and
 - (vi) 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

Where

"Bank" means Clydesdale Bank plc (Registered Number SC001111) of 30 St Vincent Place, Glasgow G1 2HL,

"Borrower" means Baronsgate Estates Limited, a limited liability company registered in Scotland (Registered Number SC268424) and having its registered office at 52



Prieston Road, Bridge of Weir,
Renfrewshire PA11 3AW,

"Facility Agreement"

means the facility agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 27 and 28 February 2008 between the Borrower and the Bank pursuant to which the Bank made available to the Borrower certain credit facilities,

"Finance Documents"

means the "Finance Documents" as defined in the Facility Agreement, any other document which the Bank and the Borrower agree shall be designated a Finance Document and any other documents or letters from time to time constituting or setting out the terms of any liabilities or amounts owed by the Borrower to the Bank;

"Group"

means the Borrower and its subsidiaries from time to time and "member of the Group" shall be construed accordingly,

"Obligor"

means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, cautioner, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Bank for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Finance Documents;

"Secured Liabilities"

means the amounts secured by the Floating Charge set out in this Rider A

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BARONSGATE ESTATES LIMITED

(Registered Number SC268424)

RIDER B - FORM 410 - (FLOATING CHARGE)

Short particulars of all the property charged

- 1 The Borrower in security of the Secured Liabilities grants in favour of the Bank a floating charge over the whole of the Secured Assets
- 2 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by the Floating Charge

Where

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

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

Terms defined in Rider A shall have the same meaning in this Rider B

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BARONSGATE ESTATES LIMITED

(Registered Number SC268424)

RIDER C - FORM 410 - (FLOATING CHARGE)

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

1. The Borrower shall not, on or after the date of execution of the Floating Charge by the Borrower, grant or create or permit to subsist any fixed security or other floating charge (other than in accordance with the Finance Documents) and (in particular but without prejudice to the generality of the foregoing) the Borrower shall not and is thereby expressly prohibited from granting or creating on or after the date of its execution of the Floating Charge any such fixed security or floating charge over its assets or any part thereof which will rank in priority to or pari passu with the floating charge created by the Floating Charge (other than in accordance with the Finance Documents)
2. The Floating Charge shall, subject to Section 464(2) of the Companies Act, rank in priority to any fixed security created by the Borrower after its execution of the Floating Charge (other than a fixed security in favour of the Bank) and in priority to any floating charge created by the Borrower after its execution of the Floating Charge

Where

"Companies Act" means the Companies Act 1985 (as amended)

Terms defined in Rider A and Rider B shall have the same meaning in this Rider C.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 268424

CHARGE NO. 3

I HEREBY CERTIFY THAT A CHARGE CREATED BY
BARONSGATE ESTATES LIMITED

ON 27 FEBRUARY 2008

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF CLYDESDALE BANK PLC

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 4 MARCH 2008

GIVEN AT COMPANIES HOUSE, EDINBURGH 5 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES