# 111S

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### 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 for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

What this form is NO

You cannot use this for particulars of a charge company. To do this, p form MG01s



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11/11/2011 COMPANIES HOUSE ьe

For official use

Company	details
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Company number 0 4 0 6 3 7 4 4

Company name in full Eden Springs UK Limited (the "Company")

Filling in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

### Date of creation of charge

Date of creation d 0 d 3 m 1 m 1 y 2 y 0 y 1 y 1

### 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 standard security dated 21 October 2011 created by the Company in favour of Cooperatieve Centrale Raiffeisen-Boeren Leenbank B A (trading as Rabobank International), London Branch as trustee for the Secured Parties (the "Security Agent") and registered in the Land Register of Scotland on 3 November 2011 ("the Standard Security")

#### Amount secured

Please give us details of the amount secured by the mortgage or charge

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 and by each Obligor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity including the obligations set out in Clause 13 2 (Parallel Debt (Covenant to pay the Security Agent)) of the Intercreditor Agreement (the "Secured Obligations")

Please see Continuation page for additional definitions

Continuation page

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

MG01
Particulars of a mortgage or charge

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 T	Coöperatieve Centrale Raiffeisen-Boeren Leenbank BA	•	
Address '	(Trading as Rabobank International), London Branch		
	Thames Court, One Queenhithe, London		
Postcode	EC4V3RL		
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	
Q.	registered in the Land Register of Scotland unde		

### MG01

Particulars of a mortgage or charge

### 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 None or discount

### **Delivery of instrument**

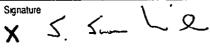
You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), 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 venfied copy where section 867(2) applies (property situated in another part of UK)

### Signature

Please sign the form here

Signature



X

FOR BURNELL LLP

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

## MG01

Particulars of a mortgage or charge

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.
original documents. The contact information you give will be visible to searchers of the public record.	£ How to pay
Contact name Caroline R Elder	A fee of £13 is payable to Companies House in respect of each mortgage or charge.
Company name Burness LLP	Make cheques or postal orders payable to 'Companies House'
Address 120 Bothwell Street	<b>☑</b> Where to send
Post town	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
DX Telephone	For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
<b>✓</b> 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.	<i>i</i> 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 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

### MG01 - continuation page

Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

Definitions

- "Accession Letter" means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Senior Facilities Agreement
- "Account" means any account opened or maintained by the Company with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights
- "Account Deposit" means each credit balance from time to time on account number 22294337 sort code 151000 (and in each case, any renewal or redesignation thereof) maintained with the Royal Bank of Scotland PLC at branch 62/63 Threadneedle Street, Po Box 412, London, EC2R 8LA by the Company and any other account maintained with the Security Agent or any other person, and all Related Rights
- "Additional Borrower" means a company which becomes a Borrower in accordance with Clause 29 (Changes to the Obligors) of the Senior Facilities Agreement
- "Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 25.26 (Guarantors) or Clause 29 (Changes to the Obligors) of the Senior Facilities Agreement
- "Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company and, in relation to Coöperatieve Centrale Raiffeisen-Boerenleenbank B A only, any of its member banks or affiliate banks for the purposes of The Royal Bank of Scotland PLC, "Affiliate" shall include The Royal Bank of Scotland N V and each of its subsidiaries or subsidiary undertakings but shall not include (i) the UK Government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or (ii) any persons or entities controlled by or under common control with the UK Government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) which are not part of The Royal Bank of Scotland Group PLC and its subsidiary or subsidiary undertakings (including The Royal Bank of Scotland N V and each of its subsidiary or subsidiary undertakings)
- "Agent" means Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International), London Branch
- "Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility
- "Ancıllary Facility" means any ancıllary facılıty made available by an Ancıllary Lender in accordance with Clause  $\mbox{\tt V}$  (Ancıllary Facılıties) of the Senior Facilities Agreement
- "Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause (Ancillary Facilities) of the Senior Facilities Agreement
- "Arranger" means Coöperatieve Centrale Raiffeisen-Boerenleenbank B A and

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Particulars of a mortgage or charge

### 6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

The Royal Bank of Scotland PLC

"Assigned Account" means any Account(s) maintained by the Company that may from time to time be identified in writing as an Assigned Account by the Security Agent and the Company

"Assignment Agreement and Lender Accession Undertaking" means an agreement substantially in the form set out in Schedule 6 (Form of Assignment Agreement and Lender Accession Undertaking) of the Senior Facilities Agreement or any other form agreed between the relevant assignor and assignee

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (Changes to the Obligors) of the Senior Facilities Agreement

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to the Debenture or by law

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the Senior Facilities Agreement

#### "Creditor/Agent Accession Undertaking" means

- (a) an undertaking substantially in the form set out in Schedule 2 (Form of Creditor/Agent Accession Undertaking) of the Intercreditor Agreement, or
- (b) a Transfer Certificate or an Assignment Agreement (each as defined in the Senior Facilities Agreement)

"Debt Document" means each of the Intercreditor Agreement, the Senior Finance Documents, the Security Documents, any Creditor/Agent Accession Undertaking, any agreement evidencing the terms of the Subordinated Liabilities and any other document designated as such by the Security Agent and the Company

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

"Deposit" means any Account Deposit and any Mandatory Prepayment Deposit

"Facility A" has the meaning given to it in the Senior Facilities Agreement

#### "Fee Letter" means

(a) any letter or letters dated on or about 19 October 2011 between the Arranger and the Company (or the Agent and the Company or the Security Agent and the Company) setting out any of the fees referred to in Clause [5 (Fees) of the Senior Facilities

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### MG01 - continuation page

Particulars of a mortgage or charge

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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

Agreement, and

(b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2 2 (Increase), Clause 15.6 (Interest, commission and fees on Ancillary Facilities) of the Senior Facilities Agreement or under any other Finance Document

"Finance Document" means Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request any other document designated as a "Finance Document" by the Agent and the Company and, for the purposes of Clause 2 4 (Obligors' Agent) of the Senior Facilities Agreement only, any Assignment Agreement and Lender Accession Undertaking

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender

"Group" means the Company and each of its Subsidiaries from time to time

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Senior Facilities Agreement

"Hedge Counterparty" means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty and permitted by the Senior Facilities Agreement

"Hedging Letter" means a letter between the Agent and the Company in the agreed form dated on or about 19 October 2011 (and executed by the Company) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers of Facility A under the Senior Facilities Agreement

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest

"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

"Intercreditor Agreement" means the intercreditor agreement dated 19 October 2011 and made between the Company, the Hedge Counterparties, the Security Agent as security agent, the Agent as agent, the Arranger as arranger, the borrowers and certain others

### MG01 - continuation page

Particulars of a mortgage or charge

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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

#### "Investments" means

- a) any stocks, shares, debentures, securities and certificates of deposit,
- b) all interests in collective investment schemes, and
- c) all warrants, options and other rights to subscribe or acquire any
   of the investments described in (a) and (b) above,

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

#### "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 2 (Increase) or Clause 27 (Changes to the Lenders) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement

"Liabilities" means all present and future liabilities and obligations at any time of any Obligor to any Senior Creditor or to any Subordinated Creditor under the Debt 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 Obligor of a payment 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

"Loan" means a Facility A Loan, an Acquisition Facility Loan or a Revolving Facility Loan.

"Mandatory Prepayment Deposit" means each credit balance from time to time of the Eden Springs Europe BV Mandatory Prepayment Account maintained with the Security Agent by the Company and all Related Rights

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Particulars of a mortgage or charge

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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

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

"Obligor" means a Borrower, a Guarantor or a Security Provider, except that Eden Springs B V, in its capacity as Security Provider, will only be an Obligor for the purposes of Clause 26 (Events of Default) and Schedule 2 (Conditions precedent) of the Senior Facilities Agreement

"Original Borrower" means each of the Subsidiaries of the Company listed in Part 1 of Schedule 1 of the Senior Facilities Agreement

"Original Guarantors" means each of the Subsidiaries of the Company listed in Part 1 of Schedule 1 of the Senior Facilities Agreement

"Original Lender" means each of the financial institutions listed in Part II of Schedule 1 of the Senior Facilities Agreement.

"Party" means a party to the Senior Facilities Agreement

### "Real Property" means

- a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 of the Debenture), and
- b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

"Related Rights" means, in relation to any asset.

- a) the proceeds of sale of any part of that asset,
- all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and

any monies and proceeds paid or payable in respect of that asset

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Senior Facilities Agreement

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Particulars of a mortgage or charge

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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

"Secured Obligations" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Obligor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity including the obligations set out in Clause 13 2 (Parallel Debt (Covenant to pay the Security Agent)) of the Intercreditor Agreement

"Secured Parties" means each Finance Party and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Facilities Agreement, any Receiver or Delegate and each Hedge Counterparty

"Security" means a 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 Documents" means

- (a) each of the Transaction Security Documents,
- (b) any other document entered into from time to time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of the Security Agent as agent and trustee for the Secured Parties as security for any of the Secured Obligations, and
- (c) any Security granted under any covenant for further assurance in any of those documents

"Security Provider" means Eden Springs B V and each member of the Group granting Security pursuant to a Transaction Security Document from time to time

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (Requests) given in accordance with Clause [3] (Interest Periods) of the Senior Facilities Agreement in relation to Facility A

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties

"Senior Facilities Agreement" means the EUR 150,000,000 facilities agreement dated 19 October 2011 and made between, among others, Eden Springs Europe B V as the Company, the subsidiaries of the Company listed in Part I of Schedule 1 (The Original Parties), together with the Company, as Original Borrowers, the subsidiaries of the Company listed in Part I of Schedule 1 (The Original Parties), together with the Company, as Original Guarantors, Coöperatieve Centrale Raiffeisen Boerenleenbank B A and The Royal Bank of Scotland PLC as Arrangers, Cooperatieve Centrale Raiffeisen Boerenleenbank B A (trading as Rabobank International), London Branch as Agent and Security Agent and the financial institutions listed in Part II of Schedule 1 (The Original Parties) as Original Lenders (each as defined therein)

"Senior Finance Documents" has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement

"Senior Lenders" means each Lender (as defined in the Senior Facilities

### MG01 - continuation page

Particulars of a mortgage or charge

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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

Agreement) and Ancillary Lender

"Specific Contracts" means each Hedging Agreement to which the Company is a party

"Subordinated Creditor" means any person which becomes a Party to the Intercreditor Agreement as a Subordinated Creditor after the date hereof

"Subordinated Liabilities" means the Liabilities owed by any Obligor to any of the Subordinated Creditors

"Subsidiary" means in relation to any company or corporation, a company or corporation

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights

#### "Transaction Security Documents" means

- a) each of the documents listed as being a Transaction Security Document in paragraph 2(e) of Part I of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement,
- b) any document required to be delivered to the Agent under paragraph 12 of Part II of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement, and
- c) any other document entered into by any member of the Group creating, evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of members of the Group under any of the Finance Documents

"Utilisation Request" means a notice substantially in the relevant form set out in Part I of Schedule 3 (Requests) of the Senior Facilities Agreement

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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	
hort particulars		

# **MG09**



## Certificate of registration of a charge comprising property situated in another UK jurisdiction

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			ERI OKIV

What this form is for You may use this form to give notice of a certificate of registration of a charge comprising property situated in another UK jurisdiction

What this form is NOT for You cannot use this form as a certificate of registration of a charge for a company registered in Scotland

For further information, please refer to our guidance at www companieshouse gov uk

1	Company details	For official use	
Company number	0 4 0 6 3 7 4 4	Filling in this form     Please complete in typescript or in bold black capitals	
Company name in full	Eden Springs UK Limited ("the Company")		
		All fields are mandatory unless specified or indicated by *	
2	Date charge presented		
	It is hereby certified that the charge	As described on form MG01     'Particulars of a mortgage	
the charge	Standard Security by the Company in favour of Cooperative Centrale	or charge'	
	Raiffeisen-Bueren Leenbank BA (trading as Rabobank International),	Please tick as appropriate	
	London Branch		
	was presented for registration on		
	<sup>a</sup> 0 <sup>a</sup> 3 <sup>m</sup> 1 <sup>m</sup> 1 <sup>y</sup> 2 <sup>y</sup> 0 <sup>y</sup> 1 <sup>y</sup> 1		
Jurisdiction	ın 2		
	Scotland		
	England and Wales  Northern Ireland		
3	Signature		
	Please sign the form here		
Signature	X S. S. X		
	FOR BURNESS LLP		
	This form must be signed by a person with an interest in the registration of the charge		

## MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction

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. The contact information you give will be	Please note that all information on this form will appear on the public record.		
visible to searchers of the public record	☑ Where to send		
Contact name Caroline R Elder	You may return this form to any Companies House address, however for expediency we advise you to		
Company name Burness LLP	return it to the appropriate address below		
Address 120 Bothwell Street	For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff		
Post town Glasgow  County/Region  Postcode G 2 7 J L	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)		
Country	For companies registered in Northern Ireland		
DX GW154 GLASGOW	The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG		
Telephone 0141 248 4933	DX 481 N R Belfast 1		
✓ Checklist	<i>i</i> Further information		
We may return forms completed incorrectly or with information missing	For further information, please see the guidance notes on the website at www.companieshouse.gov.uk.or		
Please make sure you have remembered the following:	email enquiries@companieshouse gov uk		
The company name and number match the information held on the public Register	This form is available in an		
You have shown the date of, and parties to, the charge in Section 2	alternative format. Please visit the		
You have declared where the charge was presented	forms page on the website at www.companieshouse.gov.uk		
for registration You have enclosed the form MG01 and a verified	www.companiesnousc.gov.uk		
copy of the deed  You have signed the form			



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 4063744 CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED ON 21ST OCTOBER 2011 WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 3 NOVEMBER 2011 AND CREATED BY EDEN SPRINGS UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP AND BY EACH OBLIGOR TO ANY SECURED PARTY 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 11 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 NOVEMBER 2011

