

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

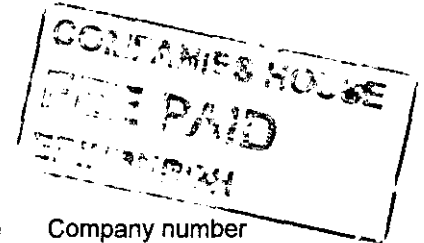
A fee of £13 is payable to Companies House in
respect of each register entry for a mortgage or
charge

410

CHFP025

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Pursuant to section 410 of the Companies Act 1985

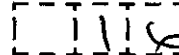


Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



SC146329

Name of company

* Hamiltonhill Estates Limited (the "Company")

insert full name
of company

Date of creation of the charge (note 1)

31 March 2009

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

Deed of Confirmation

Amount secured by the charge

The "Secured Obligations".

Please see Continuation sheet for definitions.

Names and addresses of the persons entitled to the charge

Bank of Scotland plc (company number SC327000), The Mound, Edinburgh EH1
1YZ as agent and security trustee for itself and the other Composite
Finance Parties (the "Security Trustee")

Presentor's name address telephone
number and reference (if any):

Maclay Murray & Spens LLP
Quartermile One
15 Lauriston Place
Edinburgh
EH3 9EP

0131 228 7000

RZS/RDG/BAN/13/3954 (9571934)

For official use (06/2005)

Charges Sec

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COMPANIES HOUSE

Short particulars of all the property charged.

See Continuation sheet.

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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)

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.

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.

See Continuation sheet for definitions.

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

Nil

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

Signed

FOR AND ON BEHALF OF

Date 17 April 2009

On behalf of ~~XXXXXXXX~~ [chargee] †

MACLAY MURRAY & SPENS LLP

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

Continuation sheet

To the Registrar of Companies

Name of company

Company number

Hamiltonhill Estates Limited (the
"Company")

SC146329

Short particulars of all the property charged

1. FLOATING CHARGE

The Company, in security for the payment or discharge of the Secured Obligations, grants a floating charge in favour of the Security Trustee over the Assets.

2. ASSIGNATION OF RENTS

As security for the Secured Obligations, the Company irrevocably assigns to the Security Trustee its whole right, title and interest in and to all the Assigned Rights.

3. STANDARD SECURITY

In security of the payment and discharge of its obligations under the Standard Security and in respect of the Secured Obligations, the Company to the intent that the security created shall rank as a continuing security, grants a Standard Security in favour of the Security Trustee over the Property.

For the purposes of this Form 410:

1. FLOATING CHARGE

"Assets"	means the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Company;
"Composite Finance Documents"	shall have the meaning given to it in the Senior Term Loan A Facility Agreement.
"Composite Finance Parties"	shall have the meaning given to it in the Senior Term Loan A Facility Agreement.
"Fixed Security"	shall have the meaning given to it in section 486 of the Companies Act 1985;
"Floating Charge"	means the bond and floating charge by the Company in favour of

the Security Trustee dated 30 March 2006;

“Secured Obligations” means all present and future liabilities and obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which now or hereafter may be or become due and owing by the Company to any Composite Finance Party under each of the Composite Finance Documents but excluding any obligation in respect of which the grant of security under the Floating Charge would contravene Section 151 of the Companies Act 1985; and

“Senior Term Loan A Facility Agreement” means the Senior Term Loan A Facility Agreement dated on 30 March 2006 between Credential Holdings Limited (formerly Quillco (224) Limited) and Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) as Arranger, Agent, Original Lender, Security Trustee, Guarantor Bank and Account Bank (as such terms are defined therein) as the same may be amended, varied, supplemented, novated or replaced from time to time and for the time being.

2. ASSIGNATION OF RENTS

“Assignment of Rents” means the assignation of rents by the Company in favour of the Security Trustee dated 31 March 2006;

“Assigned Rights” means all the rights, titles, benefits and interests, whether present or future, of the Company to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, actions and damages arising in connection therewith and any proceeds of the foregoing;

“Composite Finance Documents” shall have the meaning given to it in the Senior Term Loan A Facility Agreement;

“Composite Finance Parties” shall have the meaning given to it in the Senior Term Loan A Facility Agreement;

“Lease” means:

1. the lease between the Company and See Woo Group Limited in respect of Units 2/3 within the Property to be

recorded in the Books of Council and Session;

2. the lease between the Company and See Woo Plaza Glasgow Limited in respect of Unit 4 within the Property to be recorded in the Books of Council and Session;
3. the lease between the Company and the firm of Jet Set Saddlery and Countrywear in respect of Unit 5A within the Property to be recorded in the Books of Council and Session;
4. the lease between the Company and MFI Properties Limited in respect of Unit 6 within the Property dated 1 and 8 June and recorded in the Books of Council and Session on 8 July all months in the year 2005;
5. the lease between the Company and Northern Builders Scotland Limited in respect of Unit 7 within the Property dated 26 October and 10 November and recorded in the Books of Council and Session on 22 December all months in the year 2005;
6. the lease between the Company and University Court of the University of Glasgow in respect of Unit 8 within the Property dated 6 and 12 May and recorded in the Books of Council and Session on 7 July all months in the year 2003; and
7. the lease between the Company and Euro Car Parts Limited in respect of Unit 9 within the Property dated 10 August and 10 September both months in the year 2004 and recorded in the Books of Council and Session on 8 April 2005,

in respect of the Property or any part thereof together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof;

“Property”

means The Point, Hamiltonhill Industrial Estate, Saracen Street, Glasgow G2 5HT;

"Rents"	means all moneys from time to time due, owing or incurred to the Company under the Lease or Leases other than sums due to the Company by way of insurance contributions, service charge, payments to sinking funds or any VAT thereon;
"Secured Obligations"	means all present and future liabilities and obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which now or hereafter may be or become due and owing by the Company to any Composite Finance Party under the Composite Finance Documents but excluding any obligation in respect of which the grant of security under the Assignment of Rents would contravene Section 151 of the Companies Act 1985; and
"Senior Term Loan A Facility Agreement"	means the Senior Term Loan A Facility Agreement dated 30 March 2006 between Credential Holdings Limited (formerly Quillco (224) Limited) and Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) as Arranger, Agent, Original Lender, Security Trustee, Guarantor Bank and Account Bank (as such terms are defined therein) as the same may be amended, varied, supplemented, novated or replaced from time to time and for the time being.

3. STANDARD SECURITY

"Composite Finance Documents"	shall have the meaning given to it in the Senior Term Loan A Facility Agreement;
"Composite Finance Parties"	shall have the meaning given to it in the Senior Term Loan A Facility Agreement;
"Leases"	means the leases specified in Part 2 of the Schedule to the Standard Security;
"Property"	means all and whole the property or properties described in Part 1 of the Schedule to the Standard Security including all buildings, erections and fixtures and fittings and fixed plant for the time being thereon and all improvements and additions thereto and all servitudes and other heritable rights appurtenant thereto subject to the Leases;

“Secured Obligations”	means all present and future liabilities and obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which now or hereafter may be or become due and owing by any Obligor (as such term is defined in the Senior Term Loan A Facility Agreement) to any Composite Finance Party under the Composite Finance Documents but excluding any obligation in respect of which the grant of security under the Standard Security would contravene Section 151 of the Companies Act 1985;
“Senior Term Loan A Facility Agreement”	means the Senior Term Loan A Facility Agreement dated 30 March 2006 between Credential Holdings Limited (formerly Quillco (224) Limited) and Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) as Arranger, Agent, Original Lender, Security Trustee, Guarantor Bank and Account Bank (as such terms are defined therein); and
“Standard Security”	means the standard security by the Company in favour of the Security Trustee dated 5 April 2006.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 146329

CHARGE NO. 16

I HEREBY CERTIFY THAT A CHARGE CREATED BY
HAMILTONHILL ESTATES LIMITED

ON 31 MARCH 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 17 APRIL 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 21 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES