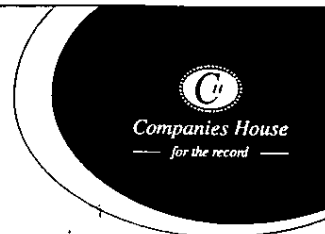


MG01s

Particulars of a charge created by a company registered in Scotland



A fee is payable with this form.

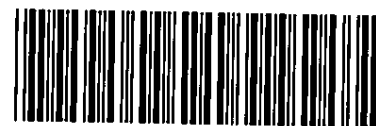
We will not accept this form unless you send the correct fee.

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. If
this, please use form MG01.

FRIDAY



SCT

16/09/2011

187

COMPANIES HOUSE

1 Company details

Company number S C 2 8 3 1 6 7

Company name in full MALCOLM PROPERTIES (HOLDINGS) 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 ^d3 ^d1 ^m0 ^m8 ^y2 ^y0 ^y1 ^y1

3 Description

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

Description LEGAL CHARGE (the "Charge")

4 Amount secured

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

Amount secured

All or any monies, liabilities and obligations, whether actual or
contingent and whether owed jointly or severally or as principal
debtor, guarantor, cautioner, surety or otherwise, which are now or
may at any time hereafter (whether before or at any time after
demand) be or become due in any manner by the Company to the
Finance Parties under the Loan Agreement and the other Finance
Documents, and all or any monies, liabilities and obligations due by
the Company under the Charge.

See Paper Apart for definitions.

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

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 (The "Lender")

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

By way of a first legal mortgage the Premises; by way of a first fixed charge all benefits in respect of the Insurances and all claims and returns of premiums in respect of them; and by way of floating charge all moveable plant, machinery, implements, building materials of all kinds, utensils, furniture and equipment now or from time to time placed on or used in or about the Premises and belonging to the Company (the "Mortgaged Property").

See Paper Apart for further definitions.

MG01s

Particulars of a charge created by a company registered in Scotland

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

The Company shall not create or permit to subsist any security interest in the Mortgaged Property other than the security interest created by the Charge.

^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.

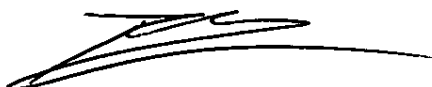
10 Signature ^②

Please sign the form here.

Signature

Signature

X



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
Ross Law

Company name
HBJ Gateley

Address
Exchange Tower

19 Canning Street

Post town
Edinburgh

County/Region

Postcode
E H 3 8 E H

Country
Scotland

DX

Telephone
0131 228 2400



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 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

Paper Apart to MG01s in respect of the registration of a Legal Charge granted by Malcolm Properties (Holdings) Limited to Bank of Scotland PLC

"Finance Documents" means the Loan Agreement; the Security Documents; any Hedging Arrangement; any Novation Certificate; the Hedging Novation Agreement; the Intercreditor Deed; or any other document designated as such by the Agent and the Company.

"Finance Parties" means Bank of Scotland PLC in its respective capacities as the Arranger, the Bank, the Hedging Counterparty, the Account Bank, the Agent and the Security Trustee.

"Hedging Arrangement" means the arrangements affected by the Hedging Novation Agreement and any other interest rate hedging arrangements entered into by the Company or any obligor in connection with interest payable under the Loan Agreement.

"Hedging Novation Agreement" means the novation agreement between the Hedging Counterparty, the Company and Malcolm of Brookfield (Holdings) Limited dated on or about the original Loan Agreement date.

"Insurances" means all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest affecting the Mortgaged Property.

"Intercreditor Deed" means the intercreditor deed dated on or about the original Loan Agreement date between inter alia Bank of Scotland PLC in its capacity as Agent and Security Trustee, the Company and the Noteholders.

"Loan Agreement" means the loan agreement originally dated 31 January 2006 as amended and restated on 30 October 2007 and further amended and restated by agreement on 31 August 2011 between inter alios Bank of Scotland PLC in its capacity as Agent, Arranger, Bank, Account Bank, Security Trustee and Hedging Counterparty; and Malcolm Properties Limited, The Malcolm Group (Holdings) Limited and the Company (and any agreement or letter amending, supplementing or replacing it).

"Mortgaged Property" has the meaning given to it in s.6 of this form.

"Novation Certificate" is a duly completed certificate by the existing bank and the new bank delivered to the Agent, substantially in the form set out in Schedule 5 (Form of Novation Certificate) in the Loan Agreement.

"Noteholders" means Loanhead Transport Limited and Uberior Ventures Limited as current holders of the loan notes on or about the date hereof and any permitted successors and transferees thereof.

"Premises" means the freehold land on the south side of Jessop Way, Newark, Nottinghamshire and known as Brunel House, Jessop Way, Newark, Nottinghamshire NG24 2ER and registered at HM Land Registry under title number NT456642.

"Security Documents" means any debentures, mortgages, guarantees, standard securities, floating charges, fixed charges and assignments, legal charges, account charges and any dormant subsidiary undertakings in favour of the Finance Parties and any other document designated as such by Bank of Scotland PLC.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 283167

CHARGE NO. 4

I HEREBY CERTIFY THAT A CHARGE CREATED BY MALCOLM
PROPERTIES (HOLDINGS) LIMITED

ON 31 AUGUST 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 16 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 16 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES