

# MG01s

Particulars of a charge created by a company registered in Scotland



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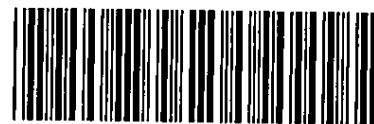
**A fee is payable with this form.**

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. To  
this, please use form MG01.

THURSDAY



SCT 19/05/2011 670  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use 10
Company number	S C 2 9 2 3 1 8	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	St James Edinburgh Limited (the <b>Chargor</b> )	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d1 d1 m0 m5 y2 y0 y1 y1	
<b>3</b>	<b>Description</b>	
Description	Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.  Debenture dated 11 May 2011 between, among others, the Chargor and the Security Trustee (as defined below) (the <b>Debenture</b> ).	
<b>4</b>	<b>Amount secured</b>	
Amount secured	Please give us details of the amount secured by the charge.  The liabilities of the Obligor to the Finance Parties under or pursuant to the Finance Documents (the <b>Secured Liabilities</b> ).  N.B: Capitalised terms not defined on this page are defined in the MG01s Continuation Sheets attached.	
		<b>Continuation page</b> Please use a continuation page if you need to enter more details.

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## 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	Bayerische Landesbank, London Branch (the Security Trustee)							
Address	13/14 Appold Street							
	London							
Postcode	E	C	2	A		2	N	B
Name								
Address								
Postcode								

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## 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	See the MG01s Continuation Sheets attached.
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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

The Chargor covenanted not to create or permit to subsist any Security over any Security Assets except for Permitted Security.

The floating charge created pursuant to Clause 3.13 of the Debenture (as set out in paragraph 1.13 of this Form MG01s) ranks after and is postponed to the Scots law governed floating charge entered into by the Chargor in favour of the Security Trustee dated 11 May 2011.

N.B: Capitalised terms not defined on this page are defined in the MG01s Continuation Sheets attached.

- 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.

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## 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 Jnr Deben UK Ltd

X

### ② Signature

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

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## 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 **Sean Crowley (SRC 55349.00182)**

Company name **SNR Denton UK LLP**

Address **1 Fleet Place**

**London**

Post town

County/Region

Postcode **E C 4 M 7 W S**

Country **England**

DX **DX:242 LONDON/CHANCERY LANE**

Telephone **020 7242 7097**



## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

### 1 Creation of Security

#### 1.1 Land

The Chargor charged:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*) of the Debenture (as set out in Schedule 1 to this Form MG01s); and
- (b) by way of fixed charge any right, title or interest which it had at the date of the Debenture or may subsequently acquire to or in any other Land.

#### 1.2 Investments

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee, except in respect of any Investments which are Jersey situate and which are the subject of valid Security created pursuant to a separate Transaction Security Document.

#### 1.3 Equipment

The Chargor charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture (as set out in paragraph 1.1 of this Form MG01s).

#### 1.4 Controlled Accounts

1.4.1 The Chargor charged by way of fixed charge all amounts standing to the credit of each Controlled Account and all of its right, title and interest in and relating to each Controlled Account.

1.4.2 Subject to Clause 3.4.3 of the Debenture (as set out in paragraph 1.4.3 of this Form MG01s) and regardless of the terms on which moneys are credited to any Controlled Account, during the Security Period:

- (a) no amount standing to the credit of a Controlled Account will be or accrue due or payable to the Chargor; and
- (b) the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that Controlled Account except (without prejudice to the Finance Parties' rights under the Debenture) as the Security Trustee may from time to time permit.

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Please give the short particulars of the property charged.

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**1.4.3** Clause 3.4.2 of the Debenture (as set out in paragraph 1.4.2 of this Form MG01s) shall not apply to the extent it would prejudice any Finance Party's rights under the Finance Documents to any amount standing to the credit of a Controlled Account, including any right of a Finance Party under the Finance Documents to make a withdrawal from a Controlled Account.

### **1.5 Intellectual Property Rights**

The Chargor charged by way of fixed charge all Intellectual Property Rights (if any) owned by the Chargor.

### **1.6 Goodwill**

The Chargor charged by way of fixed charge its goodwill (if any) owned by the Chargor.

### **1.7 Uncalled capital**

The Chargor charged by way of fixed charge its uncalled capital (if any) owned by the Chargor.

### **1.8 Authorisations**

The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset (if any) owned by the Chargor.

### **1.9 Collateral Warranties**

The Chargor charged by way of fixed charge all its rights under any Collateral Warranties (if any) owned by the Chargor.

### **1.10 Derivative Contracts**

The Chargor charged by way of fixed charge its right to receive all moneys payable under any Derivative Contract (if any) owned by the Chargor.

### **1.11 Insurances**

The Chargor assigned absolutely all its rights and interests under the Insurances (if any) owned by the Chargor.

### **1.12 Other contractual rights**

The Chargor assigned absolutely all its rights and interests under or in respect of:

- (a) each Lease Document (as defined in the Facility Agreement) to which it is a party;
- (b) all Rental Income (as defined in the Facility Agreement);

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- (c) all Net Disposals Proceeds (as defined in the Facility Agreement) payable to the Chargor in respect of the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*) of the Debenture (as set out in Schedule 1 to this Form MG01s);
- (d) any guarantee of Rental Income (as defined in the Facility Agreement) contained in or relating to any Lease Document (as defined in the Facility Agreement);
- (e) each Unit Trust Document to which it is a party;
- (f) each Property Management Agreement to which it is a party;
- (g) any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to this Clause 3 of the Debenture (as set out in paragraph 1 of this Form MG01s), except any Derivative Contract.

#### 1.13 Other assets

1.13.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture (as set out in paragraph 1 of this Form MG01s) which floating charge (i) for the avoidance of doubt extends to all the property, assets and undertaking of each Chargor situated in Scotland and/or governed by Scots law and (ii) ranks after and is postponed to the Floating Charge.

1.13.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

#### 1.14 Trust

1.14.1 Subject to Clause 3.14.2 of the Debenture (as set out in paragraph 1.14.2 of this Form MG01s), if or to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Trustee.

1.14.2 If the reason referred to in Clause 3.14.1 of the Debenture (as set out in paragraph 1.14.1 of this Form MG01s) is that:

- (a) a consent or waiver must be obtained; or
- (b) a condition must be satisfied,

then:

- (i) subject to Clause 3.14.3 of the Debenture (as set out in paragraph 1.14.3 of this Form MG01s), the Chargor shall apply for the consent or waiver; and
- (ii) the Chargor shall use all reasonable endeavours to satisfy the condition,



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Please give the short particulars of the property charged.

Short particulars

in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition.

1.14.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:

- (a) use all reasonable endeavours to obtain it as soon as possible; and
- (b) keep the Security Trustee informed of the progress of the negotiations to obtain it.

1.14.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 3 of the Debenture (as set out in paragraph 1 of this Form MG01s) and, in relation to such Security Asset, the trust referred to in Clause 3.14.1 of the Debenture (as set out in paragraph 1.14.1 of this Form MG01s) shall terminate.

## 2 Nature of Security created

### 2.1 General

The Security created under the Debenture was created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Finance Parties; and
- (d) with full title guarantee or in the case of any asset situated in Scotland and/or governed by Scots law, with absolute warrandice (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them).

### 2.2 Security over Derivative Contracts

The Security created under the Debenture over any Derivative Contract shall apply net of set-off or combination of accounts owed under, and in accordance with the terms of, that Derivative Contract.

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	Please give the short particulars of the property charged.	
Short particulars	<p><b>3 Conversion of floating charge</b></p> <p><b>3.1 Conversion on notice</b></p> <p>Subject to Clause 5.2 (<i>Limitation</i>) of the Debenture (as set out in paragraph 3.2 of this Form MG01s), the Security Trustee may to the extent lawful and applicable by notice to the Chargor at any time during the Security Period convert the floating charge created by the Chargor into a fixed charge in respect of any Security Asset specified in that notice if:</p> <ul style="list-style-type: none"> <li>(a) an Event of Default has occurred which is continuing; or</li> <li>(b) the Security Trustee considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.</li> </ul> <p><b>3.2 Limitation</b></p> <p>Clause 5.1 (<i>Conversion on notice</i>) of the Debenture (as set out in paragraph 3.1 of this Form MG01s) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.</p> <p><b>3.3 Automatic conversion</b></p> <p>The floating charge created by the Chargor under the Debenture will to the extent lawful and applicable convert automatically into fixed charges:</p> <ul style="list-style-type: none"> <li>(a) if the Security Trustee receives notice of an intention to appoint an administrator of the Chargor;</li> <li>(b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver (or the equivalent in any jurisdiction other than England and Wales) in respect of the Chargor over all or any part of its assets, or if such person is appointed;</li> <li>(c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than Permitted Security;</li> <li>(d) on the crystallisation of any other floating charge over the Security Assets;</li> <li>(e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, diligence, sequestration, execution or other process, or attempts to do so; and</li> <li>(f) in any other circumstances prescribed by law.</li> </ul>	

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	Please give the short particulars of the property charged.	
Short particulars	<p><b>4 Negative pledge</b></p> <p>The Chargor covenanted not to create or permit to subsist any Security over any Security Asset except for Permitted Security.</p> <p><b>5 Definitions</b></p> <p><b>Authorisation</b> means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.</p> <p><b>Collateral Warranties</b> means any collateral warranties or the benefit of any construction related agreement obtained by the Chargor from time to time in connection with the Property.</p> <p><b>Controlled Accounts</b> means each of the following bank accounts in the name of the Trustees (as defined in the Facility Agreement) held at the Account Bank (as defined in the Facility Agreement):</p> <ul style="list-style-type: none"> <li>(a) the Rent Account (as defined in the Facility Agreement), being a deposit account held with the Account Bank, account number 28632001, sort code 30-10-58;</li> <li>(b) the Covenant Cure Account (as defined in the Facility Agreement), being a deposit account held with the Account Bank, account number 28632002, sort code 30-10-58; and</li> <li>(c) the Cash Sweep Account (as defined in the Facility Agreement), being a deposit account held with the Account Bank, account number 28632003, sort code 30-10-58.</li> </ul> <p><b>Derivative Contract</b> means:</p> <ul style="list-style-type: none"> <li>(a) any Hedging Agreement; and</li> <li>(b) any other master agreement, schedule, confirmation, novation or other instrument entered into by the Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price.</li> </ul> <p><b>Equipment</b> means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.</p> <p><b>Event of Default</b> means any event or circumstance specified as such in Clause 26 (<i>Events of Default</i>) of the Facility Agreement.</p> <p><b>Facility Agreement</b> means the facility agreement dated 11 May 2011 between, among others the Chargor and the Security Trustee.</p>	

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Please give the short particulars of the property charged.

Short particulars

**Finance Document** means the Facility Agreement, the Call Option Deed, any Fee Letter, the Funding Indemnity, any Transfer Certificate, any Accession Letter, each Hedging Agreement, each Subordination Deed, each Transaction Security Document, any Transfer Certificate and any other document designated as such by the Agent (each such term as defined in the Facility Agreement unless defined in this Form MG01s).

**Finance Party** means the Arranger, the Agent, a Lender, the Security Trustee or a Hedging Counterparty (each such term as defined in the Facility Agreement unless defined in this Form MG01s).

**Floating Charge** means a Scots law governed floating charge by the Chargor in favour of the Security Trustee in the form set out in Schedule 9 of the Debenture.

**Hedging Agreement** means any master agreement, schedule, confirmation, novation or other agreement in the agreed form entered into by the Borrower and the Hedging Counterparty in connection with managing the interest rate liabilities under or pursuant to the Finance Documents (each such term as defined in the Facility Agreement unless defined in this Form MG01s).

**Insurance** means, each contract or policy of insurance to which the Chargor is a party or in which it has an interest.

**Intellectual Property Rights** means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

**Investments** means:

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations); and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them.

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**Land** has the same meaning as it has in section 205(1) of the Law of Property Act 1925 and shall include any heritable or leasehold property wheresoever situated.

**Obligor** means the Borrower, each Trustee in its sole capacity as trustee of the Unit Trust, the Chargor and each Guarantor (each such term as defined in the Facility Agreement unless defined in this Form MG01s).

**Permitted Security** means any Security falling into one of the categories in Clause 24.4.4 (*Negative pledge*) of the Facility Agreement.

**Property** has the meaning given to it in the Facility Agreement.

**Property Management Agreement** means the agreement between Savills Commercial Limited and the Nominee dated 1 April 2010 and, any agreement between the Borrower and a Managing Agent relating to the management of the Property (each such term as defined in the Facility Agreement unless defined in this Form MG01s).

**Receiver** means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver.

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, standard security, assignation in security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Assets** means all of the assets of the Chargor which are the subject of any Security created or to be created by or pursuant to the Debenture.

**Security Period** means the period starting on the date of the Facility Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Obligors under or pursuant to each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facility (each such term as defined in the Facility Agreement unless defined in this Form MG01s).

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Please give the short particulars of the property charged.

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**Transaction Security Document means:**

- (a) the Assignations of Rents;
- (b) the Debenture;
- (c) the Duty of Care Deed;
- (d) the Floating Charge;
- (e) the Security Interest Agreements;
- (f) the Standard Security;
- (g) each Supplemental Debenture; and

any other document creating, evidencing or granting Security in favour of the Finance Parties (or any of them) in respect of the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents, each in form and substance satisfactory to the Agent.

(Each such term as defined in the Facility Agreement unless defined in this Form MG01s).

**Unit Trust Document means:**

- (a) the Trust Instrument;
- (b) the Nominee Declaration of Trust;
- (c) the Property Investment Adviser's Appointment; and
- (d) any prospectuses or other offering documents issued by the Trustees, the Unit Trust Manager or any other person in respect of the Unit Trust.

(Each such term as defined in the Facility Agreement unless defined in this Form MG01s).

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

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### Schedule 1 - Land charged by way of legal mortgage

#### Part 1 - Registered Land

None as at the date of this Debenture

#### Part 2 - Unregistered Land

None as at the date of this Debenture



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 292318

CHARGE NO. 10

I HEREBY CERTIFY THAT A CHARGE CREATED BY ST JAMES  
EDINBURGH LIMITED

ON 11 MAY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BAYERISCHE LANDESBANK

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 19 MAY 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 19 MAY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES