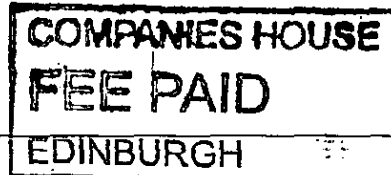


# MG01s

## 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 reg  
particulars of a mortgage or ch  
created by a company in Engla  
and Wales or Northern Ireland.  
this, please use form MG01.

THURSDAY



<b>1 Company details</b>		For official use <b>13</b>
Company number	S C 0 7 5 1 3 3	→ <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	Ten Alps PLC	

<b>2 Date of creation of charge</b>	
Date of creation	d1 d7 m0 m1 y2 y0 y1 y1

<b>3 Description</b>	
Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.	
Description	Debenture between (1) Ten Alps PLC (the <b>Company</b> ) and (2) Herald GP II Limited (the <b>Security Trustee</b> ) (the <b>Debenture</b> )

<b>4 Amount secured</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Amount secured	Please give us details of the amount secured by the charge.  All present and future monies, obligations and liabilities owed by the Company to the Security Trustee and/or the noteholders from time to time of loan notes constituted by a Loan Note Instrument dated 21 December 2010 whereby the Company constituted up to £1,500,000 variable rate loan notes (the <b>Loan Notes</b> ), <del>whether actual or</del> contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Loan Notes or the Debenture together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.	

# MG01s

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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

Herald GP II Limited

Address

10-11 Charterhouse Square

London

Postcode

E C 1 M 6 E E

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

See attached continuation sheet

# MG01s

Particulars of a charge created by a company registered in Scotland

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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

See attached continuation sheet

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.

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## Signature ②

Please sign the form here.

Signature

Signature

X *Reynolds Porter Chambers LLP* 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 Ed Colville (Ref: MAV1.3)

Company name Reynolds Porter Chamberlain  
LLP

Address Tower Bridge House

St Katharine's Way

Post town London

County/Region

Postcode E 1 W 1 A A

Country

DX 600 London\City

Telephone 020 3060 6000



## 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)

## MG01S CONTINUATION SHEET

Name of the Chargor: Ten Alps PLC

Company Number: SC075133

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. Under clause 3.1 of the Debenture, the Company, with full title guarantee:
  - 1.1 charges to the Security Trustee, by way of legal mortgage, all of the Properties;
  - 1.2 charges to the Security Trustee, by way of first fixed charge:
    - (a) all Properties acquired by the Company in the future;
    - (b) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of clause 3 of the Debenture in, or over, freehold or leasehold property;
    - (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
    - (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them;
    - (e) all present and future goodwill and uncalled capital for the time being of the Company;
    - (f) all the Intellectual Property; and
    - (g) all the Investments.
  - 1.3 if and to the extent that the Company can grant a floating charge over all of its undertaking, property, assets and rights, charges to the Security Trustee, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1 to clause 3.1.2 of the Debenture.
2. The floating charge created by clause 3.1.3 of the Debenture shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:
  - 2.1 the Company creates, or attempts to create, on all or any part of the Charged Property an Encumbrance without the prior written consent of the Security Trustee or any trust in favour of another person; or
  - 2.2 the Company disposes, or attempts to dispose of, all or any part of the Charged Property (other than property that is only subject to the floating charge while it

remains uncrystallised which property may be disposed of in the ordinary course of business); or

- 2.3 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or
- 2.4 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- 2.5 the Security Trustee receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Company.
3. The Security Trustee may, in its sole discretion, at any time and by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards any part of the Charged Property specified by the Security Trustee in that notice.
4. Any asset acquired by the Company after any crystallisation of the floating charge created under the Debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Security Trustee confirms in writing to the contrary) be charged to the Security Trustee by way of first fixed charge.

#### **STATEMENT, IN THE CASE OF A FLOATING CHARGE, AS TO ANY RESTRICTIONS ON POWER TO GRANT FURTHER SECURITIES AND ANY RANKING PROVISION**

The Debenture is subject at all times to the Deed of Priority and Subordination, which contains the following provisions:

5. **Restrictions on the power of the company to grant further securities ranking in priority to, or pari passu with, the floating charge**
  - 5.1 Until the Senior Discharge Date and without limiting any provision of the Senior Documents, except as the Bank has previously consented in writing (or as otherwise expressly permitted by the Facility Agreement) each member of the Group shall not (and the Investors will not require any member of the Group to) create or permit to subsist any Security Right over any of its assets for all or part of the Investor Debt or Intra-Obligor Debt or any guarantee (or other assurance against financial loss) for or in respect of all or any part of the Investor Debt or Intra-Obligor Debt, other than that created by the Investor Security Documents.
6. **Provisions 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**
  - 6.1 All floating charges contained in existing and future security conferred by the Senior Documents on the Bank in respect of the Senior Debt will:
    - (a) rank in all respects prior to floating charges contained in all existing and future security conferred by the Investor Security Documents on the

Security Trustee, regardless of order of registration, notice, execution or otherwise; and

- (b) secure all the Senior Debt in priority to the Investor Debt, regardless of the date upon which the Senior Debt arises, regardless of whether the Bank is or was obliged to advance monies included in the Senior Debt, and regardless of any fluctuations in the amount of Senior Debt outstanding or any intermediate discharge of the Senior Debt in whole or in part.

Note also the automatic crystallisation provisions and conversion by notice provisions in the Debenture (see paragraphs 2 to 4 above).

**THE FOLLOWING PROVISION IS ALSO CONTAINED IN THE DEBENTURE:**

**7. FURTHER ASSURANCE**

The Company, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Security Trustee may reasonably require) in favour of the Security Trustee as the Security Trustee shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Security Trustee may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

**DEFINITIONS:**

**Bank** means Bank of Scotland PLC.

**Charged Property** means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it).

**Debt** means the Senior Debt, the Investor Debt, and the Intra-Obligor Debt.

**Deed of Priority and Subordination** means the deed of priority and subordination dated 17 January 2011 and made between, inter alia, the Company, the Bank, the Security Trustee and the Original Investor (as amended and restated from time to time).

**Encumbrance** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Facility Agreement** means the facility agreement originally dated 8 July 2008 as amended and restated on 14 January 2011 and made between, inter alia, the Company and the Bank (as amended and restated from time to time).

**Group** means the Company and its subsidiaries from time to time and member of the Group means any of them.

**Intellectual Property** means the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

**Intra-Obligor Debt** means all present and future sums financial obligations and financial liabilities payable, owing or incurred by any Obligor (whether present or future, actual or contingent as principal or surety) to any other Obligor together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith.

**Investments** means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time.

**Investors** means the Original Investor and any assignee or transferee to whom rights and/or obligations are assigned or transferred in accordance with the Loan Note Instrument and the Deed of Priority and Subordination.

**Investor Debt** means all present and future sums financial obligations and financial liabilities payable, owing or incurred by any member of the Group (whether present or future, actual or contingent as principal or surety) to any Investor under the Investor Documents (or any of them) together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith.

**Investor Documents** means the Loan Notes, the Loan Note Instrument, the Investor Security Documents or as the same may be amended, varied, supplemented, replaced or novated from time to time and **Investor Document** means any of them.

**Investor Security Documents** means:

- (a) the Debenture; and
- (b) any document from time to time conferring or evidencing security for the Investor Debt.

**Loan Note Instrument** means the means the instrument pursuant to which the Loan Notes are, or are to be, constituted.

**Obligor** means the Borrower or a guarantor under the Facility Agreement).

**Original Investor** means Herald Investment Trust PLC, a company registered in England and Wales under company registration number 02879728 whose registered office is at 10-11 Charterhouse Square, London, EC1M 6EE.

**Properties** means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest and **Property** means any of them.



**Security Right** means any form of mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Senior Debt** means the aggregate amount from time to time outstanding of all moneys, obligations and liabilities whether present or future, actual or contingent, due, owing or incurred by any member of the Group to the Bank under the terms of the Senior Documents (or any of them) together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith together with any refinancing, novation, refunding, deferral or extension of any of those liabilities.

**Senior Discharge Date** means the date as determined by the Bank, acting reasonably, on which the Senior Debt has been fully and irrevocably paid or discharged to the satisfaction of the Bank, acting reasonably, whether or not as the result of an enforcement and the Bank is under no further obligation to lend any amount under the Senior Documents.

**Senior Documents** means the Finance Documents as defined in the Facility Agreement and any other deeds, agreements or guarantees executed by any member of the Group from time to time in favour of the Bank in relation to any liabilities to the Bank arising under or in connection therewith as the same shall be amended, varied, supplemented, replaced or novated from time to time and **Senior Document** means any of them.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 75133

CHARGE NO. 13

I HEREBY CERTIFY THAT A CHARGE CREATED BY TEN ALPS  
PLC

ON 17 JANUARY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF HERALD GP II LIMITED

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 3 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 4 FEBRUARY 2011

