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In accordance with
Section 860 of the
Companies Act 2006

MG01**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 for**
You cannot use this form to register
particulars of a charge on the
property of a Scottish company
please use MG01S

SATURDAY



A19

A25QX5WA

06/04/2013

#212

COMPANIES HOUSE

1 Company details

Company number 0 1 3 0 4 9 8 9

Company name in full GAB Robins UK Limited
(the "Company")

4 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 2 8 0 3 2 0 1 3

3 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 Debenture dated 28 March 2013 and made between, among others, the Company and the
trustees of the Robins Davies Little Group Pension and Life Assurance Scheme (the
"Chargee") (the "Debenture")

4 Amount secured

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

Amount secured All money or liabilities due, owing or incurred to the Chargee
by any Charging Company or any other Obligor under the
Loan Note Instruments and/or the Guarantee at present or in
the future, in any manner whether actual or contingent,
whether incurred solely or jointly with any other person and
whether as principal or surety, together with all interest
accruing thereon (the "Indebtedness") (all terms as defined in
the attached continuation pages)

Continuation page

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 (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

Ross Trustees Limited (please see Schedule 4 to this form)

Address

One Forbury Square, The Forbury, Reading

Berkshire

Postcode

R G 1 3 G B

Name

Please see Schedule 4 to this form

Address

Postcode

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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

Short particulars

Please see the attached continuation pages

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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

N/A

8

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 870). 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 accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X Pursent Masons LLP X

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

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Particulars of a mortgage or charge



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 **Anthony Frost**

Company name **Pinsent Masons LLP**

Address **3 Hardman Street**

Post town **Manchester**

County/Region **Greater Manchester**

Postcode **M 3 3 A U**

County

DX

Telephone **0161 250 0237**



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 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



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 the Companies House in respect of each mortgage or 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

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1 CHARGING CLAUSE

1 1 Fixed Charges

Each Charging Company (including the Company), as security for the payment of the Indebtedness, charged in favour of the Chargee with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

1 1 1 by way of first legal mortgage, all the Premises, and

1 1 2 by way of first fixed charge

- (a) all other interests (not charged under clause 3 1(a) of the Debenture (as set out at paragraph 1 1 1 of this form)) in any Premises, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (b) all the Investments and all corresponding Distribution Rights,
- (c) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
- (d) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
- (e) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
- (f) all monies standing to the credit of its accounts with any bank, financial institution or other person and all rights related to those accounts,
- (g) all its intellectual property,
- (h) all rights and interest any Hedging Agreements,
- (i) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
- (j) its goodwill and uncalled capital, and

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(k) if not effectively assigned by clause 3.3 (*Security Assignment*) of the Debenture (as set out at paragraph 1.3 of this form), all its rights and interests in (and claims under) the Assigned Agreements

1.2 Floating Charge

As further security for the payment of the Indebtedness, each Charging Company (including the Company) charged with full title guarantee in favour of the Chargee by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (*Fixed Charges*) of the Debenture (as set out at paragraph 1.1 of this form) or assigned under clause 3.3 of the Debenture (*Security Assignment*) (as set out at paragraph 1.3 of this form) other than the Excluded Shares

1.3 Security Assignment

1.3.1 Subject to the Senior Lenders (as defined in the Intercreditor Agreement) re-assigning the relevant rights, title and interest in the Assigned Agreements to the relevant Charging Company (or as it shall direct) in accordance with the Senior Security Documents (as defined in the Intercreditor Agreement), as further security for the payment of the Indebtedness, each Charging Company (including the Company) assigned absolutely with full title guarantee to the Chargee all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Chargee will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to that Charging Company (or as it shall direct)

1.3.2 Until the occurrence of a Declared Default, but subject to clause 8.7 (*Assigned Agreements*) of the Debenture, the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements

2 CONTINUING SECURITY

2.1 Continuing Security

The security is continuing security notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing

2.2 Other Security

The security is in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Chargee may at the date of the Debenture or after the date of the Debenture hold for any of the Indebtedness, and the security may be enforced against each Charging Company without first having

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recourse to any other rights of the Chargee

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

No Charging Company may

3 1 create or agree to create or permit to subsist any Security over all or any part of the Charged Property, or

3 2 sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except in circumstances which would not constitute a breach of the Shareholders' Agreement or with the prior consent of the Chargee

Definitions

"Assigned Agreements" means the Insurances and any other agreement designated as an Assigned Agreement by the Parent and the Chargee

"Book Debts" means all book and other debts arising in the ordinary course of trading

"Charged Property" means the assets mortgaged, charged or assigned to the Chargee by the Debenture

"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture (as set out at Schedule 1 to this form) and each company which grants security over its assets in favour of the Chargee by executing an accession deed to the Debenture

"Declared Default" means an Event of Default which has resulted in the Chargee exercising any of its rights under clause 7 1 (*Accelerated repayment*) of the Loan Note Instruments

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment, together with all shares or other property derived from that Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise)

"Events of Default" means Events of Default as defined in the Loan Note Instruments

"Excluded Shares" means all shares owned by GAB Robins Holdings Limited (registered number 643980) in GAB Robins Aviation Limited (registered number 02447229) and all shares owned by GAB Robins Holdings UK Ltd (registered number 3662363) in GAB Robins UK Trustees Limited (registered number

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06831304)

"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture (as set out at paragraph 1 2 of this form)

"Guarantee" means the composite guarantee entered into by RD&L International Holdings Limited, GAB Robins Holdings Limited and GAB Robins UK Limited on or about the date of the Debenture in favour of the Chargee to secure amongst other things, all liabilities of the Parent under the Loan Note Instruments

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Charging Company and a hedge counterparty

"Insurances" means all policies of insurance and all proceeds of them either at the date of the Debenture or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance

"Intercreditor Agreement" means the intercreditor agreement dated on or around the date of the Debenture between the parties to the Debenture and in addition National Westminster Bank Plc acting through its agent The Royal Bank of Scotland Plc

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares but other than the Excluded Shares) and for the avoidance of doubt excluding in all cases any stock, share, debenture, loan stock, security, interest in any of the Excluded Shares

"Loan Note Instruments" means the loan note deed entered into on the date of the Debenture relating to the issue of £1,000,000 secured loan notes 2013 in the Parent and the loan note deed entered into on the date of the Debenture relating to the issue of £5,000,000 secured loan notes 2013 in the Parent

"Obligors" means GAB Robins Holdings UK Limited, RD&L International Holdings Limited, GAB Robins Holdings Limited and GAB Robins UK Limited

"Parent" means GAB Robins Holdings UK Limited

"Premises" means all freehold and leasehold property, the buildings and fixtures (including trade fixtures) on that property from time to time owned by a Charging Company or in which a Charging Company is otherwise interested, including the property listed in schedule 2 to the Debenture (as set out at Schedule 2 to this form) or in any relevant accession deed to the Debenture

"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

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"Shareholders' Agreement" means the agreement entered into on the date of the Debenture between the Company, the Pension Protection Fund, the Chargee and Kieran Rigby and others as from time to time as amended

"Subsidiary Shares" means all shares owned by a Charging Company in its subsidiaries including the shares listed in schedule 3 to the Debenture (as set out at Schedule 3 to this form)

SCHEDULE 1 – CHARGING COMPANIES

Name	Registered Number
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GAB Robins UK Limited	1304989
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GAB Robins Holdings UK Limited	3662363
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RD & L International Holdings Limited	2154654
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GAB Robins Holdings Limited	643980
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SCHEDULE 2 – DETAILS OF PROPERTIES

None as at the date of the Debenture

SCHEDULE 3 – SUBSIDIARY SHARES

GAB Robins Holdings UK Limited's shares in RD&L International Holdings Limited - 2 ordinary shares of £1

GAB Robins Holdings UK Limited's shares in GAB Robins UK Trustees Limited - 2 ordinary shares of £1

RD&L International Holdings Limited's shares in GAB Robins Holdings Limited - 1,163,820 ordinary shares of £0.05 and 25,000 7% cumulative preference shares of £1

GAB Robins Holdings Limited's shares in GAB Robins UK Limited - 6,250,120 ordinary shares of £1

GAB Robins Holdings Limited's shares in GAB Robins London International Limited - 180,100 A shares of £0.05 and 180,100 B shares of £0.05

GAB Robins Holdings Limited's shares in GAB Robins Aviation Limited - 129,800 A shares of £1

GAB Robins UK Limited's shares in GAB Robins (Regulated Business) Limited - 2,000 ordinary shares of £0.05

GAB Robins UK Limited's shares in Robins Central Ltd - 100 ordinary shares of £0.05

GAB Robins UK Limited's shares in Robins Davies Little Ltd - 2,000 ordinary

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shares of £0 05

GAB Robins UK Limited's shares in Robins McTear Ltd - 2,000 ordinary shares of £0 05

GAB Robins UK Limited's shares in Robins West Ltd - 2,000 ordinary shares of £0 05

SCHEDULE 4 – DETAILS OF CHARGE

The Chargee is the trustees of the Robin Davies Little Group Pension and Life Assurance Scheme is as follows -

Ross Trustees Limited (registered in England and Wales with registered number 07104969 whose registered office is at One Forbury Square, The Forbury, Reading, Berkshire RG1 3GB, in its capacity solely as the independent trustee of the Robin Davies Little Group Pension and Life Assurance Scheme) and Paul Brown, Susan Willmott and Gail Watson, each c/o the Parent, whose address is 35 Great St Helens, London, EC3A 6HB



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 1304989
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH
2013 AND CREATED BY GAB ROBINS UK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGING COMPANY OR ANY OTHER OBLIGOR TO ROSS
TRUSTEES LIMITED (IN ITS CAPACITY SOLELY AS THE
INDEPENDENT TRUSTEE OF THE ROBINS DAVIES LITTLE
GROUP PENSION AND LIFE ASSURANCE SCHEME) AND PAUL
BROWN, SUSAN WILLMOTT AND GAIL WATSON ON ANY
ACCOUNT WHATSOEVER 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 6 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2013

Post



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES