

# MG01s

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



# IRIS

LASERFORM

COMPANIES HOUSE

RECEIVED

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

WEDNESDAY



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06/06/2012

#38

COMPANIES HOUSE

1

### Company details

Company number

S C 3 3 1 3 1 8

Company name in full

Abercrombie Investments Limited

(the "Chargor")

For official use

3



### 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 4 0 5 2 0 1 2

3

### Description

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

Description

A Debenture between (1) the Chargor and (2) the Security Trustee (the  
"Charge")

Terms used in this MG01s shall have the same meaning given to them in  
this Form MG01s and in the attached continuation sheets.

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### Amount secured

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

Amount secured

Please see attached continuation sheets.

### Continuation page

Please use a continuation page if  
you need to enter more details.

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## 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 Lloyds TSB Bank plc as security trustee for the

Address Secured Parties (the "Security Trustee")

10 Gresham Street, London

Postcode E C 2 V 7 A 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

**Fixed Security**

### Charges

1.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (*Real Property*) of the Debenture).

1.2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:

(a) **Other real property** - all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 of the Debenture) and subject to Clauses 4.5 to 4.7 (*Leasehold security restrictions*) of the Debenture;

(b) **Licences on land** - all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;

Please see attached continuation sheets.

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<b>7</b>	<b>Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①</b>
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N/A

- 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.

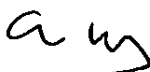
## 10 Signature ②

Please sign the form here.

Signature

Signature

X



6th June 2012

X

For and on behalf of CMS Cameron McKenna LLP

### ② Signature

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

# MG01s

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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 James Horton

Company name CMS Cameron McKenna LLP

Address 2nd Floor  
7 Castle Street

Post town Edinburgh

County/Region

Postcode E H 2 3 A H

Country

DX ED 194 Edinburgh

Telephone 0131 220 7676



## 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 page

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### Amount secured

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

Amount secured

1.1 All present and future indebtedness, moneys, obligations and liabilities of the Chargor and RSM Tenon Audit Limited (company number: 04045321) to the Secured Parties (including but not limited to under the Finance Documents (including the Debenture)), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the relevant Secured Party was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which any of them may be or become liable to any Secured Party, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (Interest) of the Debenture (the "Secured Liabilities").

1.2 For capitalised terms used but not defined in this MG01s please see continuation pages to this Form MG01s.

#### Interest

1.3 Clause 2.2 of the Debenture provides that the Chargor has covenanted with the Security Trustee to pay interest on any amounts due under Clause 2.1 (Covenant to Pay) of the Debenture from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of any Obligor or RSM Tenon Audit Limited):

(a) in respect of amounts payable in respect of the Finance Documents (as defined in the Facility Agreement), at the rate and in the manner specified in Clauses 11.5-11.7 (Default Interest) of the Facility Agreement; and

(b) in respect of any other amounts at the Default Rate, on the basis that all such interest will be payable upon such days in each year as Lloyds TSB Bank plc, in any capacity, shall from time to time fix and will be compounded on such days in each year in the event of it not being so paid but without prejudice to the right of Lloyds TSB Bank plc to require payment of such interest on demand at any time and provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment,

provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

**NOTE - The Debenture also contains the following provisions:**

#### Negative Pledge

1.4 Clause 7.2 of the Debenture provides that the Chargor shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property other than;

- (a) with the prior written consent of the Security Trustee;
- (b) as permitted under the Facility Agreement; or
- (c) any security granted to the Security Trustee that is constituted by a Scottish Security Document.

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## Amount secured

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

Amount secured

### Restriction on Disposals

1.5 Clause 7.3 of the Debenture provides that the Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by that Chargor at the date of the Debenture) of any Charged Property which is subject only to the floating charge created by Clause 4.1 (*Creation of Floating Charge*) of the Debenture or except as expressly permitted under the Facility Agreement or this Debenture.

### Set-Off

1.6 Clause 17 of the Debenture provides that without limiting any other rights conferred on the Security Trustee and/or any other Secured Party by law or by any other agreements entered into with the Chargor, the Security Trustee and each other Secured Party shall have the following rights exercisable by it at any time after the occurrence of an Event of Default which is continuing or the service of a notice by Lloyds TSB Bank plc, in any capacity, on the Chargor or RSM Tenon Audit Limited demanding payment, performance and/or discharge of any of the Secured Liabilities, whichever is the earlier and in either case without notice to the relevant Chargor:

(a) the right to set off any matured obligations whatsoever due from the relevant Chargor under the Finance Documents (to the extent beneficially owned by the Security Trustee or, as the case may be, such Secured Party) against any obligation whatsoever (whether matured or not) owed by the Security Trustee or, as the case may be, such Secured Party to the relevant Chargor, regardless of the place of payment, booking branch or currency of either obligation;

(b) the right, where the obligations referred to in Clause 17.1.1 of the Debenture are in different currencies, to convert either obligation at such market rate of exchange as the Security Trustee or, as the case may be, such Secured Party shall reasonably select for the purpose of that set-off; and

(c) the right, where any obligations referred to in Clause 17.1.1 of the Debenture is unliquidated or unascertained, to set off in an amount estimated by it in good faith to be the amount of such obligation.

Neither the Security Trustee nor any of the other Secured Parties shall be obliged to exercise any right conferred by Clause 17 of the Debenture.

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## 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

(c) **Rights as tenant** - where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;

(d) **Rental income** - all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;

(e) **Fixed or other plant and machinery** - all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);

(f) **Insurances** - all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;

(g) **Book debts** - all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;

(h) **Bank accounts and deposits** - all moneys from time to time deposited in or standing to the credit of any Account (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));

(i) **Securities** - all Securities and their Related Rights;

(j) **Goodwill and uncalled capital** - all of its goodwill and uncalled capital;

(k) **Intellectual property** - all Intellectual Property;

(l) **Business licences** - all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;

(i) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;

(ii) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;

(iii) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and



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### 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

#### Short particulars

(iv) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Secured Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

#### Floating Charge

##### Creation of Floating Charge

2.1 Clause 4.1 of the Debenture provides that the Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge the whole of that Chargor's undertaking and all its other property, assets and rights whatsoever, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (Fixed Security) of the Debenture.

##### Qualifying Floating Charge

2.2 Clause 4.2 of the Debenture provides that the provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (Creation of Floating Charge) of the Debenture.

#### Definitions and Interpretations

4.1 Clause 1 of the Debenture provides that terms defined in the Facility Agreement shall, unless otherwise defined in the Debenture, have the same meanings when used in the Debenture and in addition the following words and expressions shall have the following meanings in the Debenture:

In this form MG01s the following expressions shall have the following meanings:

**"Additional Guarantor"**: means a company which becomes a Guarantor in accordance with Clause 27 (Changes to the Obligors) of the Facilities Agreement.

**"Agent"**: means Lloyds TSB Bank plc.

**"Arranger"**: means Lloyds Bank Corporate Markets.

**"Authorisation"**: means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

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6

## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**"Accounts"**: means all accounts, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest.

**"Borrowers"**: means RSM Tenon Limited (company number 04066924) and RSM Tenon Group plc (company number 03931297), and **"Borrower"** means any of them.

**"Charged Property"**: means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture.

**"Chargors"**: means the Chargors (including the Chargor) listed in Schedule 1 of the Debenture.

**"Debt Proceeds"**: means any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Chargor (including, without limitation, any sums of money received by any Chargor from any of the assets charged under Clause 3.2.7 (*Book debts*) and/or Clause 3.2.8 (*Bank accounts and deposits*)) of the Debenture as described in paragraphs 1.2.7 and 1.2.8 of Part 6 of this Form MG01s.

**"Declared Default"**: means either:

(a) an Event of Default which has resulted in the Agent serving notice of its intention to exercise any of its rights under Clause 25.31 (*Acceleration*) of the Facility Agreement; or

(b) the service of a notice by Lloyds TSB Bank plc, in any capacity, on any Obligor and/or RSM Tenon Audit Limited (company number: 04045321) demanding payment, performance and/or discharge of any of the Secured Liabilities.

**"Default Rate"**: means 2% per annum above the base rate of Lloyds TSB Bank plc from time to time.

**"Delegate"**: means any person appointed by the Security Trustee or any Receiver pursuant to the Transaction Security Documents and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate.

**"Event of Default"**: has the meaning given to that term in the Facilities Agreement.

**"Excluded Property"**: has the meaning given to that term in Clause 4.5 (*Leasehold Security Restrictions*) of the Debenture.

**"Expenses"**: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis.

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## 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

### Short particulars

**"Facility Agreement"**: means the £60,000,000 term loan facility agreement dated 2 November 2007 (as amended from time to time) and made between (1) RSM Tenon Group plc (the **"Company"**), (2) the companies listed in Part I of Schedule 1 to the Facility Agreement as original borrowers, (3) the subsidiaries of the Company listed in Part I of Schedule 1 to the Facility Agreement as original guarantors, (4) Lloyds Bank Corporate Markets (formerly known as Lloyds TSB Corporate Markets) as mandated lead arranger, (5) the financial institution listed in Part II of Schedule 1 to the Facility Agreement as lender, (6) Lloyds TSB Bank plc as agent and (7) the Security Trustee, and an omnibus guarantee and set-off agreement dated on or about the date of the Debenture and made between, inter alios, the Chargor and Lloyds TSB Bank plc.

**"Finance Documents"**: means each Finance Document as defined in the Facilities Agreement (including the Debenture) and any other agreement entered into with Lloyds TSB Bank plc from time to time by any Chargor, any Obligor and/or RSM Tenon Audit Limited (company number: 04045321) individually or together.

**"Finance Party"**: means the Agent, the Arranger, the Security Trustee, a Lender or a Hedge Counterparty.

**"Guarantor"**: means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement.

**"Group"**: means RSM Tenon Group plc and its Subsidiaries for the time being.

**"Hedging Agreement"**: has the meaning given to that term in the Facilities Agreement.

**"Hedge Counterparty"**: means any Lender which enters into a Hedging Agreement with an Obligor and which executes a Hedge Counterparty Accession Letter to accede to the Facilities Agreement.

**"Hedge Counterparty Accession Letter"**: has the meaning given to that term in the Facilities Agreement.

**"Insurances"**: means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.

**"Intellectual Property"**: means:

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;

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Please give the short particulars of the property charged.

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(d) all know-how, confidential information and trade secrets; and  
(e) all physical material in which any intellectual property might be incorporated.

**"Lender":** means:

(a) Lloyds TSB Bank plc; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 (*Changes to the Lenders*) of the Facilities Agreement.

**"Liability Period":** means the period beginning on the date of the Debenture and ending on the date on which the Security Trustee is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**"LPA":** means the Law of Property Act 1925.

**"Material Intellectual Property":** means any Intellectual Property that is material to the business or operations of any Chargor or to the business or operations of the Group as a whole.

**"Mortgaged Property":** means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture (excluding for the avoidance of doubt, the Excluded Property) and references to any "Mortgaged Property" shall include references to the whole or any part or parts of it.

**"Obligor":** means a Borrower or Guarantor.

**"Original Guarantor":** means the parties listed in Part I of Schedule I of the Facilities Agreement.

**"Party":** means a party to the Facilities Agreement.

**"Planning Acts":** means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

**"Premises":** means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

**"Receiver":** means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

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Please give the short particulars of the property charged.

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**"Related Rights"**: means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

**"Scottish Security Documents"**: means the Scottish law governed security documents granted in favour of the Security Trustee dated on or about the date of the Debenture listed in Schedule 5 (*Scottish Security Documents*) of the Debenture and **"Scottish Security Document"** means any of them.

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

**"Secured Parties"**: means each Finance Party from time to time and any Receiver or Delegate and Lloyds TSB Bank plc in whatever capacity.

**"Securities"**: means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 3 (*Securities*) of the Debenture, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

**"Subsidiary"**: means a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006.

**"Transaction Security Documents"**: has the meaning given to that term in the Facilities Agreement.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 331318  
CHARGE NO. 3

I HEREBY CERTIFY THAT A CHARGE CREATED BY  
ABERCROMBIE INVESTMENTS LIMITED

ON 24 MAY 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF LLOYDS TSB BANK PLC AS SECURITY  
TRUSTEE

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 6 JUNE 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 7 JUNE 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES