

MG01s

Particulars of a charge created by a company
registered in Scotland

COMPANIES HOUSE
FEE PAID
EDINBURGH



TUESDAY

A fee is payable with this form.

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

Please see 'How to pay' on the last page.



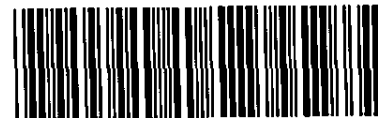
What this form is for

You may use this form to register
particulars of a charge created by a
Scottish company.



What this form is NOT for

You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland.
If this, please use form MG01.



S16JGCLM

SCT 10/04/2012 #186

COMPANIES HOUSE

SCT 10/04/2012 #37

COMPANIES HOUSE

1

Company details

Company number

S C 0 3 7 3 2 3

Company name in full

Compco Holdings Limited (the "Company")

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

26 03 2012

3

Description

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

Description

Deed of Amendment and Confirmation (the "**Deed**") in respect of a Debenture
between the Company and Bank of Scotland plc (formerly The Governor and
Company of the Bank of Scotland) created 5 September 2003 and registered
at Companies House on 24 September 2003 (the "**Debenture**")

4

Amount secured

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

Amount secured

All of the present and future obligations and
liabilities of the Company to the Security Trustee
and each of the Finance Parties under the
Debenture, each of the Facility Agreements and each
of the other Finance Documents, whether actual,
contingent, sole, joint and/or several or
otherwise, including without limitation, all
obligations to indemnify (to the extent expressly
contained in a Finance Document) the Security
Trustee and each of the Finance Parties.

Please see Form MG01 C1 for definitions.

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

Bank of Scotland plc as agent and security trustee for each of the Finance Parties (the "Security Trustee")

Address

The Mound

Edinburgh

Postcode

E H 1 1 Y Z

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

Please see Form MG01 C3 for Short Particulars.

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

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

N/A

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 

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS LLP

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 Alistair McKechnie

Company name Maclay Murray & Spens LLP

Address 1 George Square

Post town Glasgow

County/Region

Postcode G 2 1 A L

Country United Kingdom

DX GW67

Telephone 0141 248 5011



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 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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Amount secured

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

Amount secured

"Agent" has the meaning given to it in the Senior A Facility.

"Arranger" has the meaning given to it in the Senior A Facility.

"Facility Agreements" means the Senior A Facility, the Bridging Facility (as defined in the Debenture), the Senior B Facility (as defined in the Debenture), the Mezzanine Facility (as defined in the Debenture) and the Revolving Facility (as defined in the Debenture).

"Finance Documents" has the meaning given to it in the Debenture.

"Finance Parties" means the Agent, the Arranger, the Security Trustee, a Lender and any Hedging Counterparty.

"Hedging Counterparty" has the meaning given to it in the Senior A Facility.

"Lender" has the meaning given to it in the Senior A Facility.

"Senior A Facility" means the facility agreement between amongst others the Company and Bank of Scotland plc (in various capacities) dated 11 June 2003 as amended on 26 April 2004 and as amended and restated by an amendment and restatement agreement dated 13 August 2008 and amended by an amendment agreement dated 29 September 2008 and further amended and restated by an amendment and restatement agreement dated 23 December 2010 as amended and restated by an amendment and restatement agreement dated on or around the date of the Deed (as amended, restated, varied, supplemented, novated or acceded to from time to time).

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

1. FIXED CHARGES

1.1 The Company as continuing security for the payment and discharge of all Secured Liabilities, charges, with full title guarantee, in favour of the Security Trustee (for itself and security trustee for the Finance Parties):

1.1.1 by way of first legal mortgage, the property specified in Schedule 2 of the Debenture, together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefitting the same;

1.1.2.1 by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of 1.1.1 above) all present and future freehold and leasehold property wheresoever situate (other than any heritable property in Scotland) now or from time to time hereafter owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefitting, the same;

1.1.2.2 by way of first fixed charge, all plant, machinery and other equipment now or from time to time hereafter owned by the Company or in which the Company have an interest and the benefit of all contracts and warranties relating to the same;

1.1.2.3 by way of first fixed charge, all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) whether marketable or otherwise (and whether held in certificated form or in uncertificated form by a member of CREST or any other similar system) and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Company or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

1.1.2.4 by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of 1.1.2.5 and 1.1.2.6 below;

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Please give the short particulars of the property charged.

Short particulars

- 1.1.2.5 by way of first fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person;
- 1.1.2.6 by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to any Insurances including without limitation the right to the refund of any premiums;
- 1.1.2.7 without prejudice to 1.1.2.9 below, all rights, title and interests of the Company (and the proceeds of such rights, title and interests) present or future, actual or contingent arising under or in connection with any contract whatsoever in which the Company have any right, title or interests;
- 1.1.2.8 without prejudice to 1.1.2.7 above, any amounts owing or which may become owing to the Company under or by virtue of any other building, construction or development contract whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);
- 1.1.2.9 any amounts owing or which become owing to the Company by way of damages, compensation or otherwise under any judgment or order or any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings;
- 1.1.2.10 the benefit of all rights relating to the property described in 1.1.2.5 to 1.1.2.9 above;
- 1.1.2.11 by way of first fixed charge, the goodwill and uncalled capital of the Company;
- 1.1.2.12 by way of first fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Company and all proceeds of collection of any of the foregoing and all other benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom;
- 1.1.2.13 the benefit of all present and future licences statutory (to the extent capable of being charged) or otherwise held or to be held in connection with its business or the use of any of the Security Assets the subject of the security pursuant to sub-clause 3.1.1 of the Debenture and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

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Please give the short particulars of the property charged.

Short particulars

- 1.1.2.14 (to the extent they are not subject to an effective assignment under 1.2 below) all their rights under the Hedging Agreements;
- 1.1.2.15 (to the extent they are not subject to an effective assignment under 1.2 below) all their rights under the Occupational Leases;
- 1.1.2.16 all its present and future beneficial interest, claim or entitlement in any pension fund;
- 1.1.2.17 their rights under the appointment of any managing agent of the Mortgaged Property by the Company;
- 1.1.2.18 their rights under the agreement or agreements relating to the purchase of the Mortgaged Property by the Company; and
- 1.1.2.19 by way of first fixed charge, all Shares held now or in the future by it and/or any nominee on its behalf,
- 1.2 The Company assigns to the Security Trustee (for itself and as security trustee for the Finance Parties) by way of security:
 - 1.2.1 all its rights under the Occupational Leases;
 - 1.2.2 the Gross Rental Income (exclusive of VAT);
 - 1.2.3 all its rights under the Hedging Agreements;
- 1.3 A reference in the Debenture to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Properties) includes;
 - 1.3.1 all buildings and Fixtures on that property;
 - 1.3.2 the proceeds of sale of any part of that property; and
 - 1.3.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.
- 2. **FLOATING CHARGE**
 - 2.1 The Company, with full title guarantee, hereby charges in favour of the Security Trustee by way of floating charge as a continuing security for the payment and discharge of the Secured Liabilities (i) its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to Clause 3 (*Fixed Charges*) or otherwise pursuant to the Debenture (without limitation and whether or not so effectively charged), and (ii) any of its property and assets situated in Scotland or otherwise governed by Scots law (without limitation and whether or not so effectively charged).

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

- 2.2 The Company shall not otherwise than as provided in the Finance Documents:
- 2.2.1 create or permit to subsist any Security over all or any part of the Security Assets;
- 2.2.2 part with, sell, transfer or otherwise dispose of or attempt or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets; and
- 2.2.3 without limiting the generality of 2.2.1 and 2.2.2 above, dispose of, or create or attempt to create or permit to subsist or arise any Security on or over the Debts or any part thereof or release, set-off or compound or deal with the same other than in accordance with Clause 10 of the Debenture.
- 2.3 Notwithstanding anything expressed or implied in the Debenture, if any Chargor creates or attempts to create any Security over all or any of the Floating Charge Assets without the prior written consent of the Security Trustee otherwise than as provided for in any of the Finance Documents or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge created by 2.1 above over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.
- 2.4 Notwithstanding anything expressed or implied in the Debenture, without prejudice to 2.3 above, the Security Trustee shall be entitled at any time after the occurrence of an Event of Default that is continuing by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.
- 2.5 The floating charge hereby created by the Company shall (other than in respect of any of the Security Assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge if:
- 2.5.1 a meeting of any Chargor is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed; or
- 2.5.2 any person presents a petition for the administration or winding-up or bankruptcy of any Chargor and, in the case of a winding-up petition, the petition is not discharged or stayed within 14 days; or
- 2.5.3 any Chargor creates or attempts to create Security over any of the Floating Charge Assets otherwise than as permitted in any of the Finance Documents.

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6	<p>Short particulars of all the property charged</p> <p>Please give the short particulars of the property charged.</p>
Short particulars	<p>Definitions</p> <p>"Chargor" means the Company, City & General Securities Limited (Company Number 04772368) and each of the other companies listed in Schedule 1 to the Debenture (a copy of which is attached hereto), save to the extent any of those companies has been released from the Debenture.</p> <p>"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing any Security.</p> <p>"Debts" means the assets of the Company described in 1.1.2.4 above.</p> <p>"Event of Default" has the meaning given to it in the Senior A Facility.</p> <p>"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery whether or not constituting a fixture at law from time to time thereon, the property wherein is vested in the Company.</p> <p>"Floating Charge Assets" means the assets of the Company from time to time charged by the Debenture by way of floating charge.</p> <p>"Gross Rental Income" has the meaning given to it in the Senior A Facility.</p> <p>"Group Company" has the meaning given to it in the Senior A Facility.</p> <p>"Hedging Agreements" means (i) each document evidencing, or in connection with, the interest rate hedging facilities entered into or to be entered into from time to time by or between any Group Company and the Hedging Counterparty pursuant to the Facility Agreements and, (ii) the guarantee and counter indemnity to be entered into pursuant to the documentation referred to at paragraph (i) of this definition.</p> <p>"Insurances" means all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of the Chargors or (to the extent of the Chargor's interest) in which the Chargors from time to time have an interest.</p> <p>"Mortgaged Property" means the property legally mortgaged under the Debenture and any other freehold or leasehold property the subject of the Debenture (and shall include, for the avoidance of doubt, and without prejudice to the foregoing generality, the Properties).</p> <p>"Occupational Leases" has the meaning given to it in the Facility Agreement.</p> <p>"Properties" means each of the Properties listed in Part 1 of Schedule 2 of the Debenture owned by the Company and Property shall mean any of them.</p>

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Receiver" means any one or more qualified persons appointed by the Security Trustee under Clause 16 (Receiver) of the Debenture to be a receiver, administrative receiver or receiver and manager of all or any part of the Security Assets and **"qualified person"** means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of the Chargors with respect to which he is appointed or (as the case may require) an administrative receiver of the Chargors.

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

"Security Assets" means all assets, rights and property of the Company the subject of any security created by the Debenture.

"Shares" means the entire issued share capital of any Subsidiary of the Company.

"Subsidiary" means each company which is or may become a subsidiary (within the meaning of Section 736 of the Companies Act 1985) of the Company.

SCHEDULE 1

The Chargors

Name of Company	Company Number	Registered Office
Aquarium Entertainments Limited	00445137	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Brightonarium Limited	01303359	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Cadogan Properties Limited	00347812	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Coindart Limited	03116680	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Comontose Limited	00937875	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Compco Camden Limited	03820815	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Compco Holdings Limited	SC037323	66 Queen Street Edinburgh EH2 4NE
Denebridge Limited	01725392	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Echoglade Limited	04201791	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Esjohn Properties Limited	00549041	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Flagrealm Limited	04205708	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Fivecourts Limited	03089326	1 De Walden Court, 85 New Cavendish Street

		London W1W 6XD
Flanders Associates (Two) Limited	03594452	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Globestar Properties Limited	04037621	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Haigside Limited	01779780	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Infobuild Limited	01711247	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Innervyke Investments Limited	02260261	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
J. Forman (Salmon Curers) Limited	00521310	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Laser House (No.1) Limited	04385770	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Laser House (No.2) Limited	04355685	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Leowell Limited	01612740	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Magnetic House (No.1) Limited	04278782	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Magnetic House (No.2) Limited	04263543	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Mytre Investments Limited	02760608	1 De Walden Court, 85 New Cavendish Street London W1W 6XD

Mytre Property Trust Limited	02265367	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Ortonwood Limited	00807581	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Prodame Limited	02688837	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Quotetrip Limited		1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Seymour Development Limited	00590157	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Shop Constructions (Strood) Limited	00683476	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Solafresh Limited	03882297	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Stonelink Limited	04580381	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Terrington Properties Limited	00582791	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Wingleague Limited	02142436	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
City & General Securities Finance One Limited	4870358	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
City & General Securities Finance Two Limited	4870363	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
City & General Securities Finance Three Limited	4870355	1 De Walden Court, 85 New Cavendish Street London W1W 6XD

City & General Securities Finance Four Limited	4872608	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
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FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 37323
CHARGE NO. 10

I HEREBY CERTIFY THAT A CHARGE CREATED BY COMPCO
HOLDINGS LIMITED

ON 26 MARCH 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 10 APRIL 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 17 APRIL 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES