

039191/13

In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

## Particulars of a mortgage or charge

Oyez

**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**

You cannot use this form to register  
particulars of a charge on a  
company. To do this use form  
MG01s

TUESDAY



SCT

\*S19GJ5WH\*

22/05/2012

#61

COMPANIES HOUSE

Please

ov uk

**1****Company details**

Company number

0 0 5 9 6 3 5 1

Company name in full

Hillfoot Steel Limited (the **Chargor**)

For official use

**Filing 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

1 2 0 5 2 0 1 2

**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 between the Chargor and Murray Capital Limited (the **Lender**)  
dated 12 May 2012 (the **Debenture**).

**4****Amount secured**

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

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of each Obligor to the Lender under the  
Loan Note Instrument together with all costs,  
charges and expenses incurred by the Lender in  
connection with the protection, preservation or  
enforcement of its rights under any Loan Note  
Document or any other document evidencing or  
securing any such liabilities (the **Secured  
Liabilities**)

**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 (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Murray Capital Limited (SC206168)
Address	11 Charlotte Square
	Edinburgh
Postcode	E H 2 4 D R
Name	
Address	
Postcode	

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

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged	
Short particulars	See Continuation Pages.

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

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## Particulars of a mortgage or charge

### 7 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 866) 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 also 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

Paul A. L. 21/5/12

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

LD/LDC/ADCF/CHA107.0059

Company name

Dundas & Wilson CS LLP

Address

Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode

E

H

1

2

E

N

Country

DX

Telephone

0131 200 7490



### 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 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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge



## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

1. The Chargor, as continuous security for the payment or discharge of the Secured Liabilities, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Lender.

1 1 by way of a legal mortgage:

1 1.1 the Properties together with all present and future buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, and

1 1.2 all estates or interests in any freehold or leasehold property (except any property specified in sub-Clause 1.1.1 above) now or hereafter belonging to it together with all present and future buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property and all rights under any licence or the other agreement or document which gives the Chargor a right to occupy or use property, and

1 2 by way of a fixed charge:

1.2 1 (to the extent that they are not the subject of an effective mortgage under Clause 1 1 above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it together with all present and future buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;

1.2 2 all plant, machinery, computers, office equipment or vehicles owned by the Chargor and its interests in any plant, machinery or other items in its possession,

1 2.3 all present and future bank accounts, cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

1 2.4 to the extent not effectively assigned by Clause 1.3 below, all benefits in respect of all contracts and policies of insurances taken out by or on behalf of the Chargor or (to the extent of the Chargor's interest) in which the Chargor has an interest and all claims and returns of premiums in respect of any such policies,

1.2 5 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;

1 2 6 to the extent not effectively assigned pursuant to Clause 1.3 below, any agreement to which the Chargor is party, any letter of credit issued in favour of the Chargor and any bill of exchange or other negotiable instrument held by the Chargor;

1 2.7 to the extent not effectively assigned pursuant to Clause 1 3 below, all its rights under any interest rate hedging arrangements;

1.2.8 any beneficial interest, claim or entitlement of the Chargor in any pension fund;

1.2 9 its goodwill,

1 2.10 its uncalled capital,

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Particulars of a mortgage or charge



## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 2.11 all stocks, shares, debentures, bonds, warrants, coupons and other securities and investments held now or in the future by it and/or any nominee on its behalf and all dividends, interest and other distributions paid or payable on any such stocks, shares or other securities (and interest thereon) or other rights accruing or offered at any time by way of redemption, bonus, substitution, pre-emption or preference or otherwise or in respect of any such stocks, shares, debentures, bonds, warrants, coupons or other securities or in substitution or exchange thereof;

1 2.12 all its present and future Intellectual Property rights owned by it;

1.2.13 the benefit of all licences, franchises, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Asset specified in any other sub-Clause in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them;

1.2.14 its rights under the agreement or agreements relating to the purchase of any freehold or leasehold property;

1 2.15 all its rights under any occupational lease, licence or other right of occupation,

1.2 16 any beneficial interest, claim or entitlement it has to any assets of any pension fund;

1 3 by way of absolute assignment, subject to a proviso for re-assignment on redemption, all of the Chargor's rights in respect of:

1.3.1 all its rights under any licence or the other agreement or document which gives the Chargor a right to occupy or use property;

1 3 2 al its rights under any agreement to which the Chargor is party, any letter of credit issued in favour of the Chargor and any bill of exchange or other negotiable instrument held by the Chargor,

1 3.3 all benefits in respect of all contracts and policies of insurances taken out by or on behalf of the Chargor or (to the extent of the Chargor's interest) in which the Chargor has an interest and all claims and returns of premiums in respect of any such policies

1.4 To the extent that any rights described in Clause 1.3 above is not assignable or capable of assignment, the assignment of that right purported to be effected by Clause 1 3 shall operate as an assignment by way of security (in each case subject to a proviso for reassignment on redemption (at the cost of the Chargor)) for the payment, discharge and performance of the Secured Liabilities of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

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Particulars of a mortgage or charge



## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2. The Chargor with full title guarantee, as continuing security for the payment of the Secured Liabilities (whether of that or any other Chargor), charges in favour of the Lender by way of a floating charge (1) all its assets situated outside Scotland or governed by a body of law other than Scots law and not otherwise effectively charged or assigned by way of fixed mortgage or charge or assignment by Clause 4 (Fixed Charges) of this Deed or by a separate security agreement, and (11) all its assets situated in Scotland or otherwise governed by Scots law whether or not the same have been effectively assigned, mortgaged or charged in terms of the Debenture of otherwise.

Please see Continuation Pages for defined terms.

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Particulars of a mortgage or charge



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## Amount secured

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

Amount secured

### Definitions

**Charged Assets** means all assets, rights and property of the Chargor the subject of any security created or intended to be created by the Debenture;

**Company** means Jackdaw Acquisition 1 Limited a company incorporated under the laws of Scotland with registered number SC417296 whose registered office is at 11 Charlotte Square, Edinburgh, EH2 4DR;

**Intellectual Property** means all know-how, patents, trade marks, service marks, designs, utility models, business names, domain names, topographical or similar rights, copyrights (including rights in computer software), moral rights, inventions, confidential information and other intellectual property monopoly rights and all interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same);

**Intercreditor Deed** means the Intercreditor Deed dated on or around the date of the Debenture between, amongst others, PNC Business Credit a trading style of PNC Financial Services UK Ltd, the Lender, the Company and the Chargor,

**Loan Note Documents** means.

- a) the Loan Note Instrument;
- b) the Security Documents;
- c) the Intercreditor Deed; and
- d) any other document designated as a Loan Note Document by the Lender and any Obligor;

**Loan Note Instrument** means the loan note instrument entered into by the Company dated on or around the date of the Debenture relative to the issue of up to £940,600 floating rate secured loan notes 2015 by the Company as such instrument is amended, supplemented, restated, novated and replaced from time to time (including, without limitation, any amendment, supplement, restatement, novation or replacement entered into to increase the principal indebtedness under the Loan Note Instrument or any listing of the Loan Note Instrument on any investment exchange);

**Obligors** means each of the Company, the Chargor, Murray Plate Group Limited and Multi Metals Limited and each an **Obligor**;

**Property** means at any time the freehold, heritable and leasehold properties of the Chargor at that time or any of them as the context requires and **Properties** shall be construed accordingly, and

**Security Documents** means.

- a) the Debenture;
  - b) each bond and floating charge dated on or around the date of the Debenture by each other Obligor in favour of the Lender;
  - c) the guarantee dated on or around the date of the Debenture between each Obligor and the Lender,
- and **Security Document** means any of them.





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

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

**COMPANY NO. 596351  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 MAY 2012  
AND CREATED BY HILLFOOT STEEL LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR  
TO MURRAY CAPITAL LIMITED 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 22 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MAY 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES