

MG01s

Particulars of a charge created by a company registered in Scotland



169/057376
IRIS
LASERFORM

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 charge
created by a company in England
and Wales or Northern Ireland.
If this is the case, please use form MG01.



S1DWNW9

SCT

25/07/2012

#22

COMPANIES HOUSE

WEDNESDAY

1

Company details

Company number S C 0 2 9 9 3 4

Company name in full ASCO UK Limited ("the Chargor")

43

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 d1 d7 m0 m7 y2 y0 y1 y2

3

Description

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

Description

Floating Charge (the "Floating Charge")

4

Amount secured

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

Amount secured

All obligations owing from time to time to the Secured Parties or to
the Security Agent (whether for its own account or as trustee for the
Secured Parties) by the Chargor under or pursuant to the Finance
Documents including any liability in respect of any further advances
made under the Finance Documents, whether present or future,
actual or contingent (and whether incurred by the Chargor alone or
jointly, and whether as principal or surety or in some other capacity)
except for any obligation or liability which, if it were included, would
cause that obligation or liability or any of the Security in respect
thereof, to be unlawful or prohibited by any applicable law.

Capitalised terms not defined in this form MG01s are defined in the
MG01s continuation sheet attached.

Continuation page

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

MG01s

Particulars of a charge created by a company registered in Scotland

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 HSBC Corporate Trustee Company (UK) Limited ("Security Agent")

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

All the present and future assets, property and undertaking of the Chargor to the Security Agent, and "assets" includes present and future properties, revenues and rights of every description (the "Charged Property").

MG01s

Particulars of a charge created by a company registered in Scotland

7

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

- 1 The Chargor shall not, without the prior written consent of the Security Agent, create or permit to exist any Security (as defined in the Facilities Agreement) over all or any part of the Charged Property, except for the Security (as defined in the Floating Charge) granted by the Chargor in favour of the Security Agent or any Permitted Security (as defined in the Facilities Agreement).
- 2 Any fixed security granted by the Chargor in favour of the Security Agent (whether before or after the Floating Charge) shall rank in priority to the Floating Charge.
- 3 This Floating Charge shall rank (subject, as applicable, to Clause 4.2 of the Floating Charge) in priority to any Permitted Security and in the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 4.1 of the Floating Charge or grants or creates any such fixed security or floating charge with the written consent of the Security Agent under Clause 4.1 of the Floating Charge but with no written agreement of the Security Agent as to the ranking thereof, the Floating Charge shall rank in priority to that fixed security or floating charge.

- 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.

MG01s

Particulars of a charge created by a company registered in Scotland

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 Partner for Tods Murray LLP X

② Signature

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

MG01s

Particulars of a charge created by a company registered in Scotland



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name PAW.H10137.1026

Company name
Tods Murray LLP

Address 33 Bothwell Street

Post town Glasgow

County/Region

Postcode G 2 6 N L

Country

DX DX 512815 - Glasgow Central

Telephone 0141 275 4771



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

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4	Amount secured	
	Please give us details of the amount secured by the charge.	
Amount secured	<p>"Facilities Agreement" means the Facilities Agreement dated 12 July 2012 between, amongst others, DH D Bidco Limited, the Original Obligors, the Original Lenders, the Mandated Lead Arrangers, the Agent and the Security Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time).</p> <p>"Finance Document" means the Hedging Strategy Letter, any Hedging Accession Undertaking, any Fee Letter, any Hedging Agreement, the Subordination Agreement, any Accession Letter, any Resignation Letter, any Transaction Security Document, any Ancillary Document, any Utilisation Request, any Compliance Certificate (each as defined in the Facilities Agreement), the Facilities Agreement and any other document designated as a "Finance Document" by the Agent and the Company (as defined in the Facilities Agreement))as amended, varied, novated or supplemented).</p> <p>"Finance Party" shall have the meaning given to it by the Facilities Agreement.</p> <p>"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement and any Delegate or Receiver (each as defined in the Facilities Agreement).</p>	



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 29934

CHARGE NO. 43

I HEREBY CERTIFY THAT A CHARGE CREATED BY ASCO UK
LIMITED

ON 17 JULY 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 25 JULY 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 26 JULY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES