

MG01s

Particulars of a charge created by a company registered in Scotland



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LASERFORM

COMPANIES HOUSE

FEE PAID

EDINBURGH

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.

MONDAY



SWNN4RUN

SCT

21/02/2011

273

COMPANIES HOUSE

1 Company details

Company number S C 3 1 7 7 6 0

Company name in full Clyde Union 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 d0 d8 m0 m2 y2 y0 y1 y1

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 present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or as principal debtor,
guarantor, surety or otherwise or as the equivalent
obligor under the laws of any other jurisdiction)
of the Company and each other Obligor (or any of
them) to the Security Trustee and the other Secured
Parties (or any of them) under the Finance
Documents together with:

a) any refinancing, novation, refunding,
deferral or extension of or increase in any
of those obligations or liabilities;

(see continuation page attached)

Continuation page

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

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Amount secured

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

Amount secured

- (b) any further advances and additional facilities which may be made by any Secured Party to the Company and/or any other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, and reasonably incurred fees, and costs in connection therewith;
- (c) any claim for damages or restitution directly incurred or arising in the event of rescission by the Company and/or any other Obligor of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents;
- (d) any claim against the Company and/or any other Obligor flowing from the recovery by the Company and/or any other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise;
- (e) any amounts which would be included in any of the foregoing but for any unenforceability or non-allowability of the same in any insolvency or other analogous proceedings; and
- (f) all costs, charges and expenses reasonably incurred by the Security Trustee or any other Secured Party in connection with the protection, preservation or enforcement of its rights against the Company and/or other Obligor.

Where:-

"**Borrower**" means a Borrower as defined in the Senior Facilities Agreement;

"**Finance Documents**" means the Senior Finance Documents;

"**Guarantor**" means a Guarantor as defined in the Senior Facilities Agreement;

"**Obligor**" means a Borrower or a Guarantor;

"**Secured Parties**" means the Senior Finance Parties or any of them as the context requires and "**Secured Party**" shall be construed accordingly;

"**Security Trustee**" means Bank of Scotland plc (Registered Number SC327000) and having its registered office at The Mound, Edinburgh EH1 1YZ as agent and security trustee for itself and for each of the other Secured Parties;

"**Senior Facilities Agreement**" means the senior facilities agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) originally dated 10 September 2008, as amended by a supplemental facilities agreement dated 12 November 2008, as amended by a second supplemental facilities agreement dated 3 December 2009 and conversion of the revolving facility on 23 December 2009, as amended by a third supplemental facilities agreement dated 10 September 2010, as amended by a fourth supplemental facilities agreement dated 8 October 2010 and as amended by a fifth supplemental facilities agreement dated 23 December 2010, between, inter alia, Clyde Union H Sàrl, Bank of Scotland plc (as Agent, Issuing Bank, Lender and Security Trustee as such terms are defined therein) and the Senior Lenders (as defined therein);

(see continuation page attached)

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Amount secured

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

Amount secured

"**Senior Finance Documents**" means the Finance Documents as defined in the Senior Facilities Agreement; and

"**Senior Finance Parties**" means the Finance Parties as defined in the Senior Facilities Agreement.

Terms defined in Parts 1 and 3 of this form MG01s have the same meaning in Part 4 of this form MG01s.

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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 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

1. The Company in security of the Secured Liabilities and with absolute warrandice grants in favour of the Security Trustee a floating charge over the whole of the property, assets and rights (including uncalled capital) which is or may from time to time while the Floating Charge is in force be comprised in the property and undertaking of the Company.
2. The security constituted by or pursuant to the Floating Charge shall constitute and be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by any intermediate repayment or satisfaction of all or any of the Secured Liabilities and shall continue in full force and effect until the Secured Liabilities have been discharged in full. In addition and for the avoidance of any doubt the Floating Charge shall operate to secure any new, additional or increased facilities provided under the Finance Documents from time to time.
3. Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by the Floating Charge

Where:-

"Insolvency Act" means the Insolvency Act 1986 (as amended); and

"Secured Liabilities" means the amount secured by the Floating Charge as more particularly described in Part 4 of this Form MG01s.

Terms defined in Parts 1, 3 and 4 of this form MG01s have the same meaning in Part 6 of this form MG01s.

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

See Rider attached

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.

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.

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Signature ②

Please sign the form here.

Signature

Signature

X *Dickson Muntic* 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 Lauren Watson

Company name Dickson Minto W.S.

Address 16 Charlotte Square

Post town Edinburgh

County/Region

Postcode

E	H	2		4	D	F
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Country

DX DX 199 Edinburgh

Telephone 0131 225 4455

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

Clyde Union Limited

(Registered Number SC317760)

**RIDER – FORM MG01s
(Floating Charge)**

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

1. The Company shall not, on or after the date of execution of the Floating Charge by the Company, grant or create or permit to subsist any fixed security or other floating charge (other than in accordance with the Finance Documents or otherwise with the prior written consent of the Security Trustee) and (in particular but without prejudice to the generality of the foregoing) the Company shall not and is hereby expressly prohibited from granting or creating on or after the date of its execution of the Floating Charge any such fixed security or floating charge over its assets or any part thereof which will rank in priority to or pari passu with the floating charge created by the Floating Charge.
2. The Floating Charge shall rank as provided in the Intercreditor Deed and, subject thereto and to Section 464(2) of the Companies Act, shall rank in priority to any fixed security created by the Company after its execution of the Floating Charge (other than a fixed security in favour of the Security Trustee for and on behalf of itself and/or all or any of the Secured Parties) and in priority to any floating charge created by the Company after its execution of the Floating Charge.

Where:-

"Companies Act" means the Companies Act 1985 (as amended); and

"Intercreditor Deed" means the intercreditor deed dated 12 November 2008 and made between Clyde Union (Holdings) Sàrl, Clyde Union Sàrl, the other Obligors, the Security Trustee, the Senior Agent, the Senior Lenders, the Ancillary Lenders, the Hedge Counterparties (as each such term is defined therein) and certain others.

Terms defined in Parts 1, 3, 4 and 6 of the Form MG01s shall have the same meaning in this Rider.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 317760

CHARGE NO. 3

**I HEREBY CERTIFY THAT A CHARGE CREATED BY CLYDE
UNION LIMITED**

ON 8 FEBRUARY 2011

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 21 FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 22 FEBRUARY
2011**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**