

MG01 V 001348/13
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 NOT**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



LD2 *LKYVBMB6* 06/08/2010 299
COMPANIES HOUSE

1 Company details		3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 1 8 6 0 1 7 2	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	CAPARO MERCHANT BAR PLC	
2 Date of creation of charge		
Date of creation	3 0 0 7 2 0 1 0	
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	A legal mortgage granted by Caparo Merchant Bar PLC (the Chargor) in favour of Barclays Bank PLC (the Lender) dated 30 July 2010 (the Legal Mortgage)	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All the Chargor's liabilities to the Lender of any kind and in any currency (whether present or future, actual or contingent, whether as principal or surety and whether incurred alone or jointly with another) under the Barclays Finance Documents including principal, interest, commission, fees and other charges (the Secured Liabilities) Please see short particulars sections on continuation sheets for definitions.	
		Continuation page Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

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	BARCLAYS BANK PLC						
Address	BARCLAYS CORPORATE, PO BOX 10284, ONE SNOWHILL SNOW HILL QUEENSWAY, BIRMINGHAM, UK.						
Postcode	B	3	2	W	E		
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	<p>Grant of Legal Mortgage and fixed charges</p> <p>As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charged to the Lender</p> <p>1) by way of first Legal Mortgage, the freehold property known as 1 Rod Mill, Appleby-Frodingham Works, Rod Mill Road Scunthorpe as the same is registered at the Land Registry with title number HS225193 (the Property)</p> <p>and</p> <p>by way of first fixed charge</p> <p>11) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the Rent and the benefit of any guarantee or security in respect of the Rent,</p> <p>111) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Chargor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Charged Property, including, in each case, but without limitation, the right to demand and receive all monies 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,</p> <p>1v) all authorisations (statutory or otherwise) held or required in connection with the Chargor's business carried on at the Property or the use of any Charged Property, and all rights in connection with them, and</p> <p>v) all Fixed Plant and Equipment situated at or on the Property</p>						

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge



<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p>	
<p>Short particulars</p>	<p>Please give the short particulars of the property mortgaged or charged</p> <p>Assignment</p> <p>As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Lender:</p> <p>1)all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, and</p> <p>11)the Rent, Rent Contracts and the benefit of any guarantee or security in respect of the Rent or Rent Contracts</p> <p>Further Assurance</p> <p>The Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender, in its absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require, in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property</p> <p>Negative Pledge</p> <p>The Chargor shall not at any time, except with the prior written consent of the Lender</p> <p>1) create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than the Legal Mortgage and any Permitted Encumbrance; or</p> <p>11) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, or</p> <p>111) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party</p>	

MG01 - continuation page

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	<p>Defined Terms:</p> <p>Barclays CMB MOF means the multi option facility between the Lender and the Chargor dated on or about the date of the Legal Mortgage</p> <p>Barclays CMB Receivables Financing means the sales ledger finance agreement between the Chargor and the Lender dated on or about the date of the Legal Mortgage</p> <p>Barclays Debenture means the debenture to be granted by the Chargor in favour of the Lender on or about the date of the Legal Mortgage</p> <p>Barclays Facilities Agreement means the facility agreement between, inter alios, Caparo Industries PLC, certain of the Parent's subsidiaries as borrowers and/or guarantors and the Lender dated 15 December 2008 and as amended and restated from time to time.</p> <p>Barclays Finance Documents means</p> <ul style="list-style-type: none"> (a) Barclays CMB Receivables Financing, (b) Barclays CMB MOF; (c) Intercreditor Agreement, (d) Legal Mortgage, (e) Barclays Debenture, (f) Barclays IP Mortgage, and (g) any other document designated by Barclays as a "Finance Document" for the purposes of the Barclays Facilities Agreement and pursuant to the Intercreditor Agreement or a 'Barclays Finance Document' pursuant to the Intercreditor Agreement <p>Barclays IP Mortgage means the mortgage of trademarks granted by the Chargor to the Lender on or about the date of the Legal Mortgage</p> <p>Charged Property means all the assets, property and undertaking for the time being subject to any Encumbrance created by the Legal Mortgage</p> <p>Encumbrance means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect</p>	

MG01 - continuation page

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	<p>Fixed Plant and Equipment means all plant, machinery or equipment of any kind which does not for any reason constitute a fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building and all associated warranties and maintenance contracts</p> <p>Intercreditor Agreement means the intercreditor agreement dated on or about the date of the Legal Mortgage between, amongst others, the Lender, the Chargor, Bank of Baroda, and the Pension Trustee</p> <p>Pension Trustee Caparo Pensions Scheme Trustees Limited in its capacity as trustee for the Caparo 1988 Pension Scheme with PSR number 10150656</p> <p>Pension Trustee Debenture means the debenture to be granted by the Company in favour of the Pension Trustee on or about the date of the Legal Mortgage</p> <p>Pension Trustee Legal Mortgage means the legal mortgage granted by the Company to the Pension Trustee on or about the date of the Legal Mortgage</p> <p>Permitted Encumbrance means any Encumbrance created by the Chargor pursuant to the Legal Mortgage, the Barclays IP Mortgage or to the Barclays Debenture or any Encumbrance created in favour of Bank of Baroda or the Pension Trustee which is subject to the Intercreditor Agreement</p> <p>Rent means all amounts payable to or for the benefit of the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Chargor in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise</p> <p>Rent Contracts means any contract pursuant to which Rent is paid or payable to the Chargor</p>	

MG01

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 866).

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 870). 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 *Frederick Buckham Day* X

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

MG01

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

Angus Lennox

Company name

FRESHFIELDS BRUCKHAUS DERINGER LLP

Ref AJG 007450-0465

Address

65 FLEET STREET

LONDON

ENGLAND

Post town

UNITED KINGDOM

County/Region

Postcode

E

C

4

Y

1

H

S

Country

DX

DX 23 LONDON/CHANCERY LANE

Telephone

020 7936 4000



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1860172
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 30
JULY 2010 AND CREATED BY CAPARO MERCHANT BAR PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE LENDER 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 6 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES