

210 828/03

# MG01

## Particulars of a mortgage or charge



**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 for

You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

MONDAY



\*R1H67ZR6\*

RCS

10/09/2012

#121

COMPANIES HOUSE

\*L1GON2UJ\*

LD3

03/09/2012

#78

COMPANIES HOUSE

1

### Company details

Company number

3 2 9 1 5 9 2

Company name in full

Saint-Gobain Limited

registered in England and Wales (the "Chargor")

3

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

23/08/2012

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

Legal charge - dated 23 August 2012 between (1) the Chargor and (2) the  
Trustees (as defined in the form MG01 below) (the "Legal Charge")

4

### Amount secured

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

Amount secured

All obligations owing to the Trustees by the  
Guarantors under or pursuant to the Guarantees  
whether present or future, actual or contingent  
(and whether incurred by the Guarantors 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 (the "Secured Obligations") For  
capitalised terms used in this form MG01, please  
see continuation pages 1 and 2 to the form MG01

#### Continuation page

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

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>In this form MG01 the following expressions shall have the following meanings</p> <p>"Account Bank" means National Westminster Bank plc,</p> <p>"Deposit" means the credit balance from time to time on account number 21655472 (account name Saint-Gobain Limited) (and any renewal or redesignation thereof or substitution therefore) maintained by the Account Bank by the Chargor and all rights, benefits and proceeds in respect of the credit balance and such account,</p> <p>"Guarantee 1 Cap" shall have the meaning ascribed to that term in Guarantee 1,</p> <p>"Guarantee 2 Cap" shall have the meaning ascribed to that term in Guarantee 2,</p> <p>"Guarantee 3 Cap" shall have the meaning ascribed to that term in Guarantee 3,</p> <p>"Guarantee 4 Cap" shall have the meaning ascribed to that term in Guarantee 4,</p> <p>"Guarantees" means the following documents-</p> <p>(a) the deed of guarantee titled 'Guarantee 1' dated on or about the date of the Legal Charge and entered into by the Chargor in favour of the Trustees ("Guarantee 1"),</p> <p>(b) the deed of guarantee titled 'Guarantee 2' dated on or about the date of the Legal Charge and entered into by the Chargor in favour of the Trustees ("Guarantee 2"),</p> <p>(c) the deed of guarantee titled 'Guarantee 3' dated on or about the date of the Legal Charge and entered into by BPB United Kingdom Limited and Saint-Gobain Building Distribution Limited in favour of the Trustees ("Guarantee 3"); and</p> <p>(d) the deed of guarantee titled 'Guarantee 4' dated on or about the date of the Legal Charge and entered into by BPB United Kingdom Limited and Saint-Gobain Building Distribution Limited in favour of the Trustees ("Guarantee 4"),</p> <p>and "Guarantee" means each one of the Guarantees,</p> <p>"Guarantors" means the Chargor, BPB United Kingdom Limited and Saint-Gobain Building Distribution Limited,</p> <p>"Insolvency Event" means any of the following events, namely a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed in respect of the Chargor or a Receiver is appointed in respect of the whole or a substantial part of the Chargor's assets;</p> <p>"Real Property Floating Charge" means the floating charge over real property entered into on or about the date of the Legal Charge by BPB United Kingdom Limited, Saint-Gobain Building Distribution Limited, SGBD Property Holdings Limited, British Gypsum Limited, Jewson Limited and</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Graham Group Limited as chargors in favour of the Trustees,</p> <p>"Receivables Floating Charge" means the floating charge over receivables entered into on or about the date of the Legal Charge by BPB United Kingdom Limited, Saint-Gobain Building Distribution Limited, Jewson Limited and Artex Limited as chargors in favour of the Trustees,</p> <p>"Receiver" means a receiver, receiver or manager or an administrative receiver as the Trustees may specify at any time in the relevant appointment made under the Legal Charge, which terms will include any appointee made under a joint and/or several appointment by the Trustees,</p> <p>"Scheme" means an occupational pension scheme known as the Saint-Gobain UK Pension Scheme being established by a trust deed dated 18 October 2004;</p> <p>"Security" means the Security created under or pursuant to or evidenced by the Legal Charge;</p> <p>"Trustees" means the trustees for the time being of the Scheme</p>	

**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

**Continuation page**

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

**Name**

The Secretary to the Trustees

**Address**

c/o Saint-Gobain Limited, Saint-Gobain House,  
Binley Business Park, Coventry,

**Postcode**

C V 3 2 T T

**Name****Address****Postcode****6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

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

**Short particulars**

The Chargor assigns absolutely to the Trustees with full title guarantee all of its right, title and interest in the Deposit

Please note that the Legal Charge also has the following provisions

**1 Release**

Upon the Secured Obligations being discharged in full or if the Guarantees are terminated, the Trustees shall, subject to paragraph 5 (Avoidance of Payments)(see below), immediately release all the Security without recourse to, and without any representations or warranties by, the Trustees or any of their nominees

**2 Limited Recourse**

The Trustees shall have recourse in respect of any claim against the Chargor under the Legal Charge only to the Deposit and amounts received or receivable upon enforcement of the Security granted by the Chargor. If the Trustees have realised the same, and the net proceeds are insufficient to discharge all amounts which, but for the effect of this paragraph 2, would then be due from the Chargor, the Chargor will be under no further liability, and the Trustees shall have no further rights, under the Legal Charge. The Trustees, or anyone acting on their behalf, shall not be entitled to take any further steps or exercise any rights which would otherwise be available against the Chargor under the Legal Charge. For the avoidance of doubt, the Trustees shall have no claim against any director or officer of the Chargor as a result of the limitation of any claim they may have against the Chargor as a result of this paragraph 2 (or otherwise under the Legal Charge) unless the actions are founded on fraudulent or wilful action of the relevant director or officer of the Chargor.

# 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>3 No Variation</p> <p>The Chargor shall not, without the Trustees' prior written consent, permit or agree to any variation of the rights attaching to the Deposit</p> <p>4 Restrictions</p> <p>(a) Subject to paragraph (b) below, the Chargor shall not be entitled to receive, withdraw or otherwise transfer all or any part of the Deposit</p> <p>(i) except with the prior written consent of the Trustees; or</p> <p>(ii) unless there are no remaining Secured Obligations and the Security has been discharged in full by the Trustees,</p> <p>(b) Prior to the occurrence of an Insolvency Event, the Chargor shall be permitted to make withdrawals as permitted pursuant to the terms of</p> <p>(i) clause 6 2 1 (Release of amounts held in the Escrow Account) of Guarantee 1, or</p> <p>(ii) clause 6 2 1 (Release of amounts held in the Escrow Account) of Guarantee 2, or</p> <p>(iii) clause 5 2.1 (Release of amounts held in the Escrow Account) of the Real Property Floating Charge; or</p> <p>(iv) clause 5 2 1 (Release of amounts held in the Escrow Account) of the Receivables Floating Charge.</p> <p>5 Avoidance of Payments</p> <p>Notwithstanding paragraph 1 (Release) if the Trustees consider that any amount paid or credited to them is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under the Legal Charge and the Security shall continue and that amount shall not be considered to have been irrevocably paid</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

NIL

### 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 CMS Cameron McKenna LLP

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 LODE/ANCK 120603.00001

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



### 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)

## PROFORMA

Company Number	3291592
Company Name	SAINT-GOBAIN LIMITED (the “Company”)
Contact Name/ Organisation	Eric Irvine, CMS Cameron McKenna LLP
Address	Mitre House, 160 Aldersgate Street, London EC1A 4DD

- The following details will need to be added, amended or deleted to the Form MG01 in respect of the Company relating to a legal charge dated 23 August 2012 (the “Form”)

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Amount Secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input checked="" type="checkbox"/>
Short particulars of all the property mortgaged or charged	<input type="checkbox"/>
Date charge presented (applies to MG09/LL MG09)	<input type="checkbox"/>
Date of execution (applies to MG09/LL MG09)	<input type="checkbox"/>
Date and parties to the charge (applies to MG09/LL MG09)	<input type="checkbox"/>
Jurisdiction (applies to MG09/LL MG09)	<input type="checkbox"/>
Floating charge statement (applies to MG01s/LLMG01s/OSMG01)	<input type="checkbox"/>

In section 6 of the Form (Mortgagee(s) or person(s) entitled to the charge (if any))

- in the “Name” section replace “The Secretary to the Trustees” with “The Trustees of the St Gobain UK Pension Scheme as the Trustees”, and
- in the “Address” section, insert “The Secretary to the Trustees,” at the start of the box



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

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

**COMPANY NO. 3291592  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 23  
AUGUST 2012 AND CREATED BY SAINT-GOBAIN LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
GUARANTORS TO THE TRUSTEES OF THE ST GOBAIN UK  
PENSION SCHEME AS THE TRUSTEES 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 10 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 SEPTEMBER  
2012

*DX*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES