

MG01

Particulars of a mortgage or charge



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**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 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 on company property. To do this, please use form MG01s

THURSDAY



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"LQETYISQ"

01/04/2010

12

COMPANIES HOUSE

1

**Company details**

Company number 04261274

Company name in full Miller Argent (South Wales) Limited as general partner  
of the Ffos-y-Fran Limited Partnership (the "Company")

2

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 24/03/2010

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

Account Security (the "Account Security")

4

**Amount secured**

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

Amount secured

T  
+  
10  
All or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Obligors to the Finance Parties under the Facilities Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Company under or pursuant to the Account Security (the "Secured Obligations").

(See continuation page 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

**Continuation page**

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

Name ☒ Credit Suisse AG as Security AgentAddress ☒ for the Finance Parties

Giesshubelstrasse 30, CH-8070 Zurich, Switzerland

Postcode        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

**1 ACCOUNT SECURITY****1.1 Security**

7  
+  
4 ✓

In security for the payment and discharge of the Secured Obligations the Company hereby pledges and assigns the Account and the Funds (and its whole right, title and interest, past, present and future therein) to the Security Agent and irrevocably authorises it to hold them on the terms and conditions specified in the Account Security

**1 2 Prohibition of other securities etc**

Unless the Security Agent otherwise agrees in writing, the Company shall not assign or create or permit any form of security or lien to arise over or, except only as permitted by the terms of the Facilities Agreement and the Account Bank Agreement, otherwise deal with the Funds or any part thereof or make withdrawals from or receive the Funds or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged

(See continuation page for definitions)

# 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

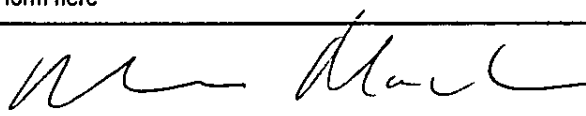
### Signature

Please sign the form here

Signature

Signature

X

  
For McGaughey LLP

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 Jamie Macpherson

Company name MCGRIGORS LLP

Address 5 Old Bailey

Post town London

County/Region

Postcode E C 4 M 7 B A

Country

DX DX 227 LONDON CHANCERY LANE

Telephone 020 7054 2500



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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 [enquires@companieshouse.gov.uk](mailto:enquires@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)

# 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>"<b>Borrower</b>" means the Ffos-y-Fran Limited Partnership (registered number LP008262) acting through its general partner Miller Argent (South Wales) Limited (registered number 04261274),</p> <p>"<b>Facilities Agreement</b>" means the facilities agreement made between the Borrower, the Facility Agent and others dated 22 February 2010 (as amended and restated on 29 March 2010),</p> <p>"<b>Facility Agent</b>" means Credit Suisse AG and shall be construed to include its successors in title, permitted assigns and permitted transferees,</p> <p>"<b>Finance Document</b>" means</p> <ul style="list-style-type: none"><li>(a) the Facilities Agreement,</li><li>(b) the Account Bank Agreement,</li><li>(c) the Hedging Agreements,</li><li>(d) the Security Documents,</li><li>(e) the Sponsors' Confirmations,</li><li>(f) the Miller Guarantee,</li><li>(g) the Argent Guarantee,</li><li>(h) any Accession Letter,</li><li>(i) any Compliance Certificate,</li><li>(j) any Fee Letter,</li><li>(k) any Utilisation Request</li></ul> <p>(each as defined in the Facilities Agreement), and</p> <ul style="list-style-type: none"><li>(l) any other document designated as a "<b>Finance Document</b>" by the Facility Agent and the Borrower,</li></ul> <p>"<b>Finance Party</b>" means the Facility Agent, the Arranger, the Security Agent, a Lender or a Hedging Bank (each as defined in the Facilities Agreement),</p> <p>"<b>General Partner</b>" means Miller Argent (South Wales) Limited (registered number 04261274) in its capacity as general partner of the Ffos-y-Fran Limited Partnership (registered number LP008262),</p> <p>"<b>MA(N)L</b>" means Miller Argent (Nominee No 1) Limited (registered number 04261269),</p> <p>"<b>MA(SW)L</b>" means Miller Argent (South Wales) Limited (registered number 04261274) acting on its own behalf,</p> <p>"<b>Obligor</b>" means each of the Borrower, the General Partner (in its capacity as such), MA(SW)L and MA(N)L,</p> <p>"<b>Security Agent</b>" means Credit Suisse AG and shall be construed to include its successors in title, permitted assigns and permitted transferees and any person or persons for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>"Account" has the meaning given to it in the Account Security,</p> <p>"Account Bank" means the Royal Bank of Scotland St Andrew Square Branch, 36 St Andrew Square, Edinburgh EH2 2YB,</p> <p>"Account Bank Agreement" means the account bank agreement dated on or about the date of the Account Security between the Borrower, the Security Agent and the Account Bank in relation to the establishment and operation of the Accounts held with the Account Bank,</p> <p>"Borrower" means the Ffos-y-Fran Limited Partnership (registered number LP008262) acting through its general partner Miller Argent (South Wales) Limited (registered number 04261274),</p> <p>"Facilities Agreement" means the facilities agreement made between the Borrower, the Facility Agent and others dated 22 February 2010 (as amended and restated on 29 March 2010),</p> <p>"Facility Agent" means Credit Suisse AG and shall be construed to include its successors in title, permitted assigns and permitted transferees,</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> <li>(a) the Facilities Agreement,</li> <li>(b) the Account Bank Agreement,</li> <li>(c) the Hedging Agreements,</li> <li>(d) the Security Documents,</li> <li>(e) the Sponsors' Confirmations,</li> <li>(f) the Miller Guarantee,</li> <li>(g) the Argent Guarantee,</li> <li>(h) any Accession Letter,</li> <li>(i) any Compliance Certificate,</li> <li>(j) any Fee Letter,</li> <li>(k) any Utilisation Request</li> </ul> <p>(each as defined in the Facilities Agreement), and</p> <ul style="list-style-type: none"> <li>(l) any other document designated as a "Finance Document" by the Facility Agent and the Borrower,</li> </ul> <p>"Finance Party" means the Facility Agent, the Arranger, the Security Agent, a Lender or a Hedging Bank (each as defined in the Facilities Agreement),</p> <p>"Funds" means all sums which are now or may at any time hereafter be deposited in or otherwise standing to the credit of the Account, whether comprising principal or interest accrued or accruing,</p> <p>"General Partner" means Miller Argent (South Wales) Limited (registered number 04261274) in its capacity as general partner of the Ffos-y-Fran Limited Partnership (registered number LP008262),</p> <p>"MA(N)L" means Miller Argent (Nominee No 1) Limited (registered number 04261269),</p> <p>"MA(SW)L" means Miller Argent (South Wales) Limited (registered number 04261274) acting on its own behalf,</p> <p>"Obligor" means each of the Borrower, the General Partner (in its capacity as such), MA(SW)L and MA(N)L,</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

"**Security Agent**" means Credit Suisse AG and shall be construed to include its successors in title, permitted assigns and permitted transferees and any person or persons for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents



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

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

**COMPANY NO. 4261274  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT SECURITY DATED 24  
MARCH 2010 AND CREATED BY MILLER ARGENT (SOUTH  
WALES) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE OBLIGORS AND THE COMPANY AS  
GENERAL PARTNER OF THE FFOS-Y-FRAN LIMITED  
PARTNERSHIP TO THE FINANCE PARTIES 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 1 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 APRIL 2010



*Companies House*  
— for the record —

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES