

MG02

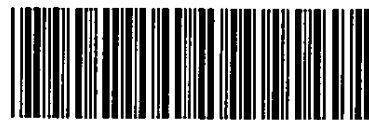
Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☒ **What this form is NOT**
You cannot use this form
a statement of satisfaction
or in part of a fixed charge
company registered in S
do this, please use form

WEDNESDAY



LD3 27/10/2010 115
COMPANIES HOUSE

1 Company details

Company number 5 9 3 4 8 8 5

Company name in full Tulip UK Holdings (No 3) Limited

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 Creation of charge

Date charge created 20 10 2006

Description 1 A debenture dated 20 October 2006

Date of registration 2 27 10 2006

- 1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- 2 The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name ABN AMRO Bank N V

Address 250 Bishopsgate London

Postcode EC2M 4AA

Name

Address

Postcode

Name

Address

Postcode

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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you need to enter more details

Short particulars

Please see attached Schedule 2

Please see attached Schedule 1 for definitions

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

James Seal

X

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. The contact information you give will be visible to searchers of the public record.

Contact name **AJXM/LOA**

Company name
Slaughter and May

Address **One Bunhill Row**

Post town **London**

County/Region

Postcode

E C 1 Y 8 Y Y

Country **England**

DX **11 Chancery Lane**

Telephone **020 7600 4375**



Important information

Please note that all information on this form will appear on the public record.



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



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 completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



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

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*Schedules to Form MG02 submitted by
Tulip UK Holdings (No 3) Limited (Company No 5934885)*

SCHEDULE 1 DEFINITIONS

In this Form MG02

"Account" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Affiliate" has the meaning given to that term in the Senior Facilities Agreement

"Agent" means each of the Senior Agent and the Mezzanine Agent

"Ancillary Facility" means any ancillary facility defined as such in the Senior Facilities Agreement

"Ancillary Lender" means each Senior Lender (or Affiliate of a Senior Lender) which makes an Ancillary Facility available in accordance with the terms of the Senior Facilities Agreement

"Assigned Account" means the Holding Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee or pursuant to the Debenture

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

"Finance Documents" means each of the Senior Finance Documents and the Subordinated Documents

"Finance Party" means the Senior Agent, the Mezzanine Agent, the Senior Arrangers, the Mezzanine Arrangers, the Security Trustee, a Senior Lender, a Mezzanine Lender, the Senior Issuing Bank or a Hedge Counterparty

"Group" has the meaning ascribed to such term in the Intercreditor Agreement

"Group Company" has the meaning ascribed to such term in the Intercreditor Agreement

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"Hedge Counterparty" means any financial institution which becomes a party to the Intercreditor Agreement in accordance with the terms of clause 10 (*Hedge Counterparties Rights and Obligations*) or Clause 27 4 (*Change of Hedge Counterparty or the Parent*) of the Intercreditor Agreement

"Hedging Agreements" means any agreement entered into by a Hedge Counterparty and defined as such in the Senior Facilities Agreement

"Holding Account" means an account

- (a) held in London by a member of the Group with the Agent or Security Trustee,
- (b) identified in a letter between the Company and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

as the same may be redesignated, substituted or replaced from time to time

"HY Noteholders" means the holders of the HY Notes

"HY Noteholders Trustee" means any financial institution that is, from time to time, acting as trustee under any HY Notes Indentures and which becomes a party to the Intercreditor Agreement in accordance with Clause 27 5 (*Accession of Subordinated Guarantors, Obligors, Mezzanine Agent, the HY Noteholders Trustee, Hedge Counterparties and Hedge Counterparties*) of the Intercreditor Agreement

"HY Noteholders Trustee Amounts" means

- (a) fees and expenses of, and amounts incurred by and/or payable to, the HY Noteholders Trustee under the HY Notes Documents (and for the avoidance of doubt, including any amounts payable to the HY Noteholders Trustee personally by way of indemnity and/or remuneration) payable to the HY Noteholders Trustee pursuant to the HY Notes Indenture (including guarantees (if any) of such amounts contained therein) or any other document entered into in connection with the issuance of the HY Notes,

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(b) compensation for and the fees and expenses of the collection by the HY Noteholders Trustee of any amount payable to the HY Noteholders Trustee for the benefit of the HY Noteholders, and

(c) fees and expenses of the HY Noteholders Trustee's agents and counsel,

provided that the HY Noteholders Trustee Amounts shall not

(i) include any amount of principal or interest payable in respect of the HY Notes,

(ii) include the costs of any litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency to the extent that any such action is taken against any Senior Creditor, or

(iii) exceed £3,000,000 in any financial year of the Company

"HY Notes" shall have the meaning ascribed to such term in the Intercreditor Agreement

"HY Notes Creditors" means each of the HY Noteholders Trustee and the HY Noteholders

"HY Notes Default" means an event of default (howsoever described) under a HY Notes Indenture and any other event whatsoever which by operation of law would have the effect of causing all or any of the HY Notes Liabilities to become immediately due and payable

"HY Notes Documents" means the HY Notes, each HY Notes Indenture, the Subordinated Guarantees (whether contained in a HY Notes Indenture or otherwise) and the Intercreditor Agreement

"HY Notes Indenture" means each indenture pursuant to which all or any of the HY Notes are constituted or any other agreement under which HY Notes are constituted (or any guarantee therefore is given)

"HY Notes Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or owing by the Group Companies to the HY Notes Creditors under the HY Notes Documents (other than any claim of, or amount due to, any HY Noteholders Trustee for its own account)

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"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

"Intercreditor Agreement" means the intercreditor agreement dated 20 October 2006 and made between, among others, the Company, the other Obligors, the Security Trustee, ABN AMRO Bank N V as senior agent, Credit Suisse as senior arranger, Credit Suisse as mezzanine arranger, Credit Suisse as mezzanine agent, the Senior Creditors, the Mezzanine Lenders, the Parent and certain others

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

"Lenders" means the Mezzanine Lenders and/or the Senior Lenders

"Mezzanine Agent" means Credit Suisse as agent under the Mezzanine Facility Agreement and any successor thereto appointed pursuant to the terms of the Mezzanine Facility Agreement

"Mezzanine Arrangers" means the Arrangers as defined in the Mezzanine Facility Agreement

"Mezzanine Facility" means the £1,350,000,000 facility made or to be made available to the Company under the terms of the Mezzanine Facility Agreement (and shall include any redenomination or retranching of all or part of the same (whether as a mezzanine loan or otherwise) and any amendments or modifications thereto, in each case where such redenomination,

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retranching, amendment or modification complies with Clause 21 1 (*Modification of Terms*) of the Intercreditor Agreement)

"Mezzanine Facility Agreement" means the Mezzanine Facility Agreement dated 20 October 2006 and made between the Mezzanine Lenders and others

"Mezzanine Fee Letters" shall have the meaning ascribed to such term in the Intercreditor Agreement

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement (including the Subordinated Guarantees), the Mezzanine Fee Letters, the Security Documents and the Intercreditor Agreement

"Mezzanine Lenders" means the Lenders (as defined in the Mezzanine Facility Agreement)

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

"Obligor" has the meaning ascribed to such term in the Intercreditor Agreement

"Parent" means Tulip UK Holdings (No 2) Limited, a company incorporated in England and Wales with registration number 5934891

"Real Property" means

- (a) any freehold, leasehold or immovable property, and
- (b) any building, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

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"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Parties" means each Finance Party and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time, any Receiver or Delegate and each Hedge Counterparty

"Security" shall have the meaning ascribed to it in the Senior Facilities Agreement

"Security Documents" means the Transaction Security Documents

"Senior Agent" means ABN AMRO Bank N V as agent under the Senior Facilities Agreement and any successor thereto appointed pursuant to the terms of the Senior Facilities Agreement

"Senior Arrangers" means the Arrangers as defined in the Senior Facilities Agreement

"Senior Creditors" means the Senior Lenders, the Hedge Counterparties, the Senior Agent, the Senior Issuing Bank and the Security Trustee

"Senior Facilities Agreement" means the senior facilities agreement dated 20 October 2006 and made between, among others, the Company, the Senior Agent, the Security Trustee and the Senior Lenders

"Senior Finance Documents" means the Senior Facilities Agreement, the Hedging Agreements, the Security Documents and the Intercreditor Agreement

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"Senior Issuing Bank" means ABN AMRO Bank N V and any other Lender which becomes an issuing bank under the Senior Facilities Agreement and any successors thereto

"Senior Lenders" means the Lenders and the Ancillary Lenders (each as defined in the Senior Facilities Agreement)

"Shares" means all of the in the capital of Tata Steel UK Limited (with company number 5887351) held by, to the order or on behalf of the Company at any time

"Specific Contracts" means each Hedging Agreement entered into by the Company

"Subordinated Documents" means the Mezzanine Finance Documents or, as the case may be, the HY Notes Documents

"Subordinated Guarantees" means each guarantee of the Mezzanine Facility or all or any of the HY Notes given by each of the Subordinated Guarantors pursuant to the Mezzanine Facility Agreement, the HY Notes Indentures or, as the case may be, any notation of guarantee attached to or contained in the HY Notes

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights

"Transaction Security Documents" has the meaning ascribed to such term in the Senior Facilities Agreement

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SCHEDULE 2 AMOUNT SECURED BY THE MORTGAGE OR CHARGE

ASSIGNMENTS, FIXED AND FLOATING CHARGES

In the Debenture the Company has

- (a) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)
 - (i) the Real Property,
 - (ii) the Tangible Moveable Property,
 - (iii) the Accounts,
 - (iv) the Intellectual Property,
 - (v) any goodwill and rights in relation to the uncalled capital of the Company,
 - (vi) the Investments,
 - (vii) the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
 - (viii) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture
- (b) assigned, and has agreed to assign absolutely, with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)

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- (ii) all rights and claims in relation to any Assigned Account, and
- (iii) the Specific Contracts
- (c) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company This floating charge shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture

FURTHER ASSURANCE

The Debenture contains covenants for further assurance

NEGATIVE PLEDGE

- -