## **MG01**

### Particulars of a mortgage or charge

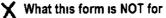


A fee is payable with this form.

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



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



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19/04/2013 COMPANIES HOUSE

Company details	8		For official use	
0 6 6 2 8 2 4	_	Filling in this form     Please complete in typescript or in		
BRC Limited (the "Chargor")	bold black capitals			
			e mandatory unless r indicated by *	
Date of creation of charge				
<sup>d</sup> O <sup>d</sup> 5 <sup>m</sup> O <sup>m</sup> 4 <sup>y</sup> 2 <sup>y</sup> O <sup>y</sup> 1 <sup>y</sup> 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'				
Amount secured				
Please give us details of the amount secured by the mortgage or charge			• =	
All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Original Creditor under any Secured Document (other than a Burdale Document or an ABL Document), except for any obligation or liability which, if it were so included, would result in the Standard Security contravening any law (including section 678 or section 679 of the Companies Act 2006)  Capitalised terms used in this Form MG01 and not otherwise defined shall have the meaning given to them in the attached continuation pages		Please use a continuation page if you need to enter more details		
	BRC Limited (the "Chargor")  Date of creation of charge    The continuous of the instrument (if any) creating or evidencing the charge, e.g., "Trust Deed", "Debenture", "Mortgage", or "Legal charge"  Standard Security (the "Standard Security") dated 27 March 2013 by the Royal Bank of Scotland plc as agent and trustee for the Original Credite and the charge and the charge of the original Credite sequence of the contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Original Creditor under any Secured Document (other than a Burdale Document or an ABL Document), except for any obligation or liability which, if it were so included, would result in the Standard Security contravening any law (including section 678 or section 679 of the Companies Act 2006)  Capitalised terms used in this Form MG01 and not otherwise defined shall have the meaning given to them in the attached continuation	Date of creation of charge    Tust Deed', 'Debenture', 'Mortgage', or 'Legal charge'   Standard Security (the "Standard Security") dated 27 March 2013 by the CROyal Bank of Scotland pic as agent and trustee for the Original Creditors (   Amount secured	BRC Limited (the "Chargor")  Date of creation of charge  □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	

MG01
Particulars of a mortgage or charge

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	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 Royal Bank of Scotland pic		
Address	36 St Andrews Square		
	Edinburgh		
Postcode	E H 2 Y B		
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	
	LAN71750		

### MG01

Particulars of a mortgage or charge

### 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 Nil or discount

### **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)

### Signature

Please sign the form here

Signature

Signature

X For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the Security Agent)

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

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### **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.

Company name

Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Posttown Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900

### ✓ 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				
Ш	You have included the original deed with this form				
	You have entered the date the charge was created				
닖	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 formYou 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

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### 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

**2004 Handelsbanken Mortgage Facility** has the meaning given to it in the Restructuring Agreement

**2006 Handelsbanken Mortgage Facility** has the meaning given to it in the Restructuring Agreement

**2008 Handelsbanken Mortgage Facility** has the meaning given to it in the Restructuring Agreement

#### ABL Document means

- (a) each ABL Facility Agreement,
- (b) each ABL Security Document,
- (c) each document that has been designated a Finance Document under and as defined in each ABL Facility Agreement (other than the ING Facility Agreement), and
- (d) each document that has been designated a Facility Document under and as defined in the ING Facility Agreement

ABL Facility has the meaning given to it in the Restructuring Agreement

### **ABL Facility Agreement** means

- (a) the Burdale Facility Agreement, or
- (b) the ING Facility Agreement

ABL Lender has the meaning given to it in the Restructuring Agreement

**ABL Security Document** means each Existing Security Document to which an ABL Lender is party including any substitute or replacement thereof as permitted or required under the terms of the applicable ABL Facility

Ancillary Document has the meaning given to it in the Consolidated Facilities Agreement

Ancillary Facility means each facility provided pursuant to the terms of the Ancillary Documents

**Ancillary Lender** means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Ancillary Lenders" as lenders under the Ancillary Facilities

Banesto CCF Facility has the meaning given to it in the Restructuring Agreement

Banesto Chattel Mortgage has the meaning given to it in the Restructuring Agreement

Banesto Mortgage Facility has the meaning given to it in the Restructuring Agreement

### **Borrower** means

- (a) the Chargor,\_
- (b) Celsa (UK) Holdings Limited,
- (c) Celsa (Wales) Limited,

### MG01 - continuation page

Particulars of a mortgage or charge

#### Amount secured

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

#### Amount secured

- (d) Celsa Steel Service (UK) Limited, or
- (e) Celsa Manufacturing (UK) Limited

Burdale Agent has the meaning given to that term in the Intercreditor Agreement

Burdale Document means a Finance Document as defined in the Burdale Facility Agreement

**Burdale Facility Agreement** means the facility agreement dated 27 March 2013 between BRC Limited and others as Borrowers and/or Guarantors, the Burdale Agent, the Burdale Security Trustee and Burdale Financial Limited as Arranger

Burdale Security Trustee has the meaning given to that term in the Intercreditor Agreement

Celsa Steel Security Document has the meaning given to it in the Restructuring Agreement

Confirming Facilities has the meaning given to it in the Restructuring Agreement

### Consolidated Facilities means

- (a) the Consolidated RCF,
- (b) the Ancillary Facilities,
- (c) Facility B1, or
- (d) Facility B

Consolidated Facilities Agent has the meaning given to it in the Restructuring Agreement

Consolidated Facilities Agreement means the facilities agreement dated 27 March 2013 between, among others, the Obligors, the Consolidated RCF Lenders, the Ancillary Lenders and the Consolidated Facilities Agent (as amended from time to time)

Consolidated Facilities Supplemental Agreement has the meaning given to it in the Restructuring Agreement

**Consolidated RCF** means the term loan facility made available under the Consolidated Facilities Agreement

Consolidated RCF Lender means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Consolidated RCF Lenders" as lenders under the Consolidated RCF

**Effective Date** has the meaning given to it in the Restructuring Agreement Second Supplemental Agreement

**Excluded Group Member** means each of the companies listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Excluded Group Members"

Existing Facility has the meaning given to it in the Restructuring Agreement

Existing Facility Agreement has the meaning given to it in the Restructuring Agreement

### MG01 - continuation page

Particulars of a mortgage or charge

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### **Amount secured**

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

#### Amount secured

**Existing Security Document** means each document listed in Schedule 5 (Existing Security Documents) to the Restructuring Agreement and the Banesto Chattel Mortgage

### Facility means

- (a) the Existing Facilities,
- (b) the Confirming Facilities,
- (c) the Consolidated Facilities, or
- (d) the WG Facility

Facility Agreement means any agreement constituting a Facility, as amended from time to time

Facility B means the term loan facility made available under the Consolidated Facilities Agreement

**Facility B Lender** means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Facility B Lenders" as lenders under Facility B

**Facility B1** means the term loan facility made available under the Consolidated Facilities Agreement

**Facility B1 Lender** means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Facility B1 Lenders" as lenders under Facility B1

Fee Letter has the meaning given to it in the Restructuring Agreement

#### Finance Document means

- (a) the Restructuring Agreement,
- (b) the Consolidated Facilities Agreement,
- (c) the Consolidated Facilities Supplemental Agreement,
- (d) the KfW Amendment Agreement,
- (e) the KfW Facility Second Supplemental Agreement,
- (f) the WG Facility Agreement,
- (g) the Intercreditor Agreement,
- (h) the Intercreditor Agreement Supplemental Agreement,
- (i) a New Security Document,
- (j) a Super Priority Security Document,
- (k) the Subordination Agreement,
- (I) a Fee Letter,

### MG01 - continuation page

Particulars of a mortgage or charge

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#### Amount secured

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

#### Amount secured

- (m) a Ranking Agreement, or
- (n) any other document designated as such by the Restructuring Agent and the Parent

**Group** means the Parent and each of its Subsidiaries for the time being other than the Excluded Group Members

Group Debenture has the meaning given to it in the Restructuring Agreement

### **Guarantor** means

- (a) the Chargor,
- (b) Celsa (UK) Holdings Limited,
- (c) Celsa (Wales) Limited,
- (d) Celsa Steel Service (UK) Limited,
- (e) Celsa Manufacturing (UK) Limited,
- (f) ROM Group Limited,
- (g) ROM Limited,
- (h) ROMTECH Limited,
- (i) RFA-TECH Limited, or
- (j) RFA (Penistone) Limited

HSBC Mortgage Facility has the meaning given to it in the Restructuring Agreement

**ING Facility Agreement** means the multi-purpose facility agreement dated 28 November 2005 between ING Bank N V, the Parent and Celsa Manufacturing (UK) Limited (as amended from time to time)

**Intercreditor Agreement** means the intercreditor agreement dated 23 February 2011 between, among others, the Chargor and the Security Agent, as amended and restated from time to time, including on 27 March 2013

**Intercreditor Agreement Supplemental Agreement** has the meaning given to it in the Restructuring Agreement

KfW Amendment Agreement has the meaning given to it in the Restructuring Agreement

KfW Facility means the facility made available pursuant to the terms of the KfW Facility Agreement

KfW Facility Agreement has the meaning given to it in the Restructuring Agreement

KfW Facility Second Supplemental Agreement has the meaning given to it in the Restructuring Agreement

**KfW Lender** means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "KfW Lenders" as lenders under the KfW Facility

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Particulars of a mortgage or charge

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### **Amount secured**

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

#### Amount secured

### Mortgage Facility means

- (a) the Banesto Mortgage Facility,
- (b) the Banesto CCF Facility,
- (c) the 2004 Handelsbanken Mortgage Facility,
- (d) the 2006 Handelsbanken Mortgage Facility,
- (e) the 2008 Handelsbanken Mortgage Facility, or
- (f) the HSBC Mortgage Facility

**Mortgage Lender** means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Mortgage Lenders" as lenders under the Mortgage Facilities

### **New Security Document** means

- (a) the Group Debenture, or
- (b) a Scottish Security Agreement

Obligor means the Parent, a Borrower or a Guarantor

#### Original Creditor means

- (a) a Mortgage Lender,
- (b) a Consolidated RCF Lender,
- (c) an Ancillary Lender,
- (d) a Facility B1 Lender,
- (e) a Facility B Lender,
- (f) a KfW Lender, or
- (g) WG,

each in its capacity as such

Original Stand Alone BACS Facilities has the meaning given to that term in the Intercreditor Agreement

Parent means Celsa (UK) Holdings Limited

Parent Share Mortgage has the meaning given to it in the Restructuring Agreement

Ranking Agreement has the meaning given to it in the Restructuring Agreement

Restructuring Agent means The Royal Bank of Scotland plc

### MG01 - continuation page

Particulars of a mortgage or charge

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#### Amount secured

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

#### Amount secured

Restructuring Agreement means the restructuring agreement dated 23 February 2011 between, among others, the Chargor and the Security Agent, as amended and restated from time to time, including on 27 March 2013

Restructuring Agreement Second Supplemental Agreement has the meaning given to it in the Restructuring Agreement

Scottish Security Agreement has the meaning given to it in the Restructuring Agreement

#### Secured Document means

- (a) a Transaction Document,
- (b) a Burdale Document
- (c) an ABL Document,
- (d) the WG Facility Agreement, or
- (e) a Stand Alone BACS Facility Agreement

Stand Alone BACS Creditor has the meaning given to that term in the Intercreditor Agreement

### Stand Alone BACS Facility means

- (a) the Original Stand Alone BACS Facilities, and
- (b) each facility made available to a member of the Wider Group by a Stand Alone BACS Creditor by way of BACS or CHAPS other than pursuant to an Ancillary Facility

**Stand Alone BACS Facility Agreement** means a facility agreement setting out the terms of a Stand Alone BACS Facility

Subordination Agreement has the meaning given to it in the Restructuring Agreement

### Subsidiary means

(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and

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(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

**Super Priority Scottish Security Agreement** has the meaning given to it in the Restructuring Agreement

#### Super Priority Security Document means

- (a) the Security Agreement dated 27 March 2013 between, among others, the Chargor and the Security Agent,
- (b) the Super Priority Scottish Security Agreement, or
- (c) the Parent Share Mortgage

# 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	
	Transaction Document means
	(a) each Finance Document,
	(b) each Facility Agreement,
	(c) each Existing Security Document (other than an ABL Security Document or a Celsa Steel Security Document),
	(d) each document that has been designated a Finance Document (as defined in each Existing Facility Agreement) under each Facility Agreement, and
	(e) any other document designated as such by the Restructuring Agent and the Parent
	WG means Welsh Ministers as lender under the WG Facility
	WG Borrower means Celsa Manufacturing (UK) Limited in its capacity as Borrower under the WG Facility Agreement
	WG Facility means the term loan facility made available by WG to the WG Borrower under the WG Facility Agreement
	WG Facility Agreement means the facility agreement dated on or about the Effective Date between among others, the WG Borrower and the WG
	Wider Group means each member of the Group and each Excluded Group Member

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CHFP025

# **MG09**

What this form is for

You may use this form to give notice

of a certificate of registration of a

Certificate of registration of a charge comprising property situated in another UK jurisdiction



	in another UK jurisdiction in Scotland					
1	Company details	Γ_			For official use	
Company number	0 6 6 6 2 8 2 4	<b>→</b>		g in the		
Company name in full	BRC Limited (the "Chargor")		Please complete in typescript or in bold black capitals			
		All fields are mandatory unless specified or indicated by *				
2	Date charge presented					
Date of, and parties to, the charge	, It is hereby certified that the charge		As described on form MG01     Particulars of a mortgage			
the charge	being a standard security by the Chargor in favour of The Royal Bank		or ch			
	of Scotland plc as agent and trustee for the Original Creditors (as			Please tick as appropriate		
	defined in the Form MG01) dated 27 March 2013	_				
	was presented for registration on	-				
	d <sub>0</sub> d <sub>5</sub> m <sub>0</sub> m <sub>4</sub> y <sub>2</sub> y <sub>0</sub> y <sub>1</sub> y <sub>3</sub>					
Jurisdiction	in ②					
	<ul><li>✓ Scotland</li><li>✓ England and Wales</li></ul>					
	Northern Ireland					
3	Signature					
	Please sign the form here					
Signature	Signature  X For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the Security Agent)					
	This form must be signed by a person with an interest in the registration of the charge					

What this form is NOT for

You cannot use this form as

certificate of registration of

## MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction

Presenter information	Important information
You do not have to give any contact information but you do, it will help Companies House if there is a que on the form. The contact information you give will be	
visible to searchers of the public record	Where to send
Contact name Andrew Kinnes Company name	You may return this form to any Companies House address, however for expediency we advise you to
Shepherd and Wedderburn LL	return it to the appropriate address below
Address 1 Exchange Crescent	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
Conference Square	DX 33050 Cardiff
Posttown Edinburgh	For companies registered in Scotland. The Registrar of Companies, Companies House,
County/Region	<ul> <li>Fourth floor, Edinburgh Quay 2,</li> <li>139 Fountainbridge, Edinburgh, Scotland, EH3 9FF</li> <li>DX ED235 Edinburgh 1</li> </ul>
Postcode E H 3 8 U L	or LP - 4 Edinburgh 2 (Legal Post)
Country UK	For companies registered in Northern Ireland: The Registrar of Companies, Companies House,
0X DX 551970 Edinburgh 53	Second Floor, The Linenhall, 32-38 Linenhall Street,
Telephone 0131 228 9900	Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1
✓ Checklist	
We may return forms completed incorrectly or	— Territher information
with information missing.	For further information, please see the guidance notes on the website at www.companieshouse.gov.uk.or
Please make sure you have remembered the following:	email enquiries@companieshouse gov uk
The company name and number match the information held on the public Register	This form is available in an
You have shown the date of, and parties to, the	
charge in Section 2 You have declared where the charge was present	ented forms page on the website at
for registration  You have enclosed the form MG01 and a verific	www.companieshouse.gov uk
copy of the deed	
You have signed the form	



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6662824 CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY DATED 27 MARCH 2013 WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 5 APRIL 2013 AND CREATED BY BRC LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY ORIGINAL CREDITOR 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 19 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 APRIL 2013

DX



