

MG01

Particulars of a mortgage or charge



263074/13

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
company. To do this, please use
form MG01s

SATURDAY



A76

AOBKCSRO
26/03/2011
COMPANIES HOUSE

186

1

Company details

Company number 00213629

Company name in full ROM Limited (the "Chargor")

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 09/03/2011

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 Standard Security (the "Standard Security")

ELC

4

Amount secured

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

Amount secured

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 Secured Creditor under
any Secured Document, except for any obligation or liability which, if
it were so included, would result in this 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
have the meaning given to them in the attached MG01 Continuation
Pages

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	The Royal Bank of Scotland plc as Security Agent (the "Security Agent")	
Address	36 St Andrew Square	
	Edinburgh	
Postcode	E H 2 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
Short particulars	That piece of ground extending to 3 acres and 755 decimal or thousandth parts of an acre or thereby Imperial Standard Measure, lying in the Parish of Whitburn in the County of West Lothian, being the piece of ground lying on the south side of the public road leading from Edinburgh to Glasgow at its junction with Bog Road, Whitburn being the subjects more particularly described in and delineated and coloured red on the plan annexed and subscribed as relative to Disposition by William Fisher in favour of Highland Engineering Limited, dated 15 December 1960 and recorded in the Division of the General Register of Sasines applicable to the County of West Lothian on 22 December 1960, TOGETHER WITH the factory premises and whole other buildings and erections on the said piece of ground and the parts, privileges and pertinents thereof but UNDER EXCEPTION OF the subjects at Unit 18, Murraysgate Industrial Estate, Whitburn being the whole subjects registered in the Land Register of Scotland under Title Number WLN12196	

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Particulars of a mortgage or charge

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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

☒ 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

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 **Anthea Duncan**

Company name **Shepherd and Wedderburn LLP**

Address **1 Exchange Crescent**

Conference Square

Post town **Edinburgh**

County/Region

Postcode

E H 3 8 U L

Country

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
- ☐ 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

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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

"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 Facilities" means

- (a) the HSBC IF Facility,
- (b) the ING ABL Facility, or
- (c) the RBS IF Facility,

"ABL Facility Agreement" means

- (a) the HSBC IF Facility Agreement,
- (b) the ING Facility Agreement, or
- (c) the RBS IF Facility Agreement,

"ABL Lender" means

- (a) HSBC Invoice Finance (UK) Limited in its capacity as lender under the HSBC IF Facility,
- (b) ING Bank N V in its capacity as lender under the ING ABL Facility, or
- (c) RBS Invoice Finance Limited in its capacity as lender under the RBS IF Facility,

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

"Administrative Party" means,

- (a) the KfW Agent,
- (b) the Consolidated Facilities Agent,
- (c) the New Facilities Agent,
- (d) the Security Agent, or
- (e) the Restructuring Agent,

"Agent" means

- (a) the KfW Agent,
- (b) the Consolidated Facilities Agent,
- (c) the New Facilities Agent,
- (d) the Restructuring Agent, or
- (e) the Security Agent,

"Ancillary Facility" has the meaning given to it in the Consolidated Facilities Agreement,

"Ancillary Lenders" means HSBC Bank plc, Caja de Ahorros y Pensiones de Barcelona, Barclays Bank S A, Banco de Sabadell, S A, London Branch, ING Bank N V, Deutsche Bank AG, London Branch, Bank of Scotland plc, The Co-operative Bank plc, Abbey National Treasury Services plc, Lloyds TSB Bank plc and Svenska Handelsbanken AB (publ),

"Banesto CCF Facility" means the commercial contract financing facility made available pursuant to the terms of the Banesto CCF Facility Agreement,

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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>"Banesto CCF Facility Agreement" means the facility agreement dated 24 November 2008 between Celsa Manufacturing (UK) Limited and Banco Espanol de Credito S A (as amended from time to time),</p> <p>"Banesto Chattel Mortgage" means the security agreement to be entered into between Celsa Manufacturing (UK) Limited and Banco Espanol de Credito S A pursuant to the terms of the Banesto CCF Facility as amended from time to time,</p> <p>"Borrowers" means Celsa (UK) Holdings Limited, Celsa (Wales) Limited, Celsa Steel Service (UK) Limited, Celsa Manufacturing (UK) Limited and BRC Limited,</p> <p>"BRC Stock Facility" means the facility made available pursuant to the terms of the BRC Stock Facility Agreement,</p> <p>"BRC Stock Facility Agreement" means the facility agreement setting out the terms and conditions of the BRC Stock Facility dated on or about the date of the Restructuring Agreement between BRC Limited and RBS Invoice Finance Limited (as amended from time to time),</p> <p>"BRC Stock Lender" means RBS Invoice Finance Limited as lender under the BRC Stock Facility,</p> <p>"Celsa Steel Security Document" means</p> <ul style="list-style-type: none"> (a) the debenture dated 16 April 2004 between Celsa Steel (UK) Limited and Bank of America N A , (b) the debenture dated 18 February 2003 between Celsa Steel (UK) Limited and Bank of America N A , or (c) the debenture dated 5 December 2008 between Celsa Steel (UK) Limited and Bank of America N A , <p>"Confirming Facilities" means the facilities made available under</p> <ul style="list-style-type: none"> (a) the confirming agreement letter (<i>Contrato de Gestion de Pagos</i>) dated 19 June 2009 between Caja de Ahorros y Pensiones de Barcelona and Celsa Manufacturing (UK) Limited, and authorized by the Notary Public of London, Mr Manuel Jesus Dona Martin, with number 127 of his records (as amended from time to time), or (b) the letter confirmation service agreement dated 5 June 2009 between Banco de Sabadell, S A , London Branch and Celsa Manufacturing (UK) Limited, <p>each as amended by the terms of the Restructuring Agreement and the Consolidated Facilities Agreement,</p> <p>"Consolidated Facilities" means</p> <ul style="list-style-type: none"> (a) the Consolidated RCF, or (b) the Ancillary Facilities, <p>"Consolidated Facilities Agent" means The Royal Bank of Scotland plc as facility agent under the Consolidated Facilities Agreement,</p> <p>"Consolidated Facilities Agreement" means the facilities agreement dated on or about the date of the Restructuring Agreement between, among others, the Obligors, the Consolidated RCF Lenders, the Ancillary Lenders and the Consolidated Facilities Agent (as amended from time to time),</p>	

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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

"Consolidated RCF" means the revolving credit facility made available under the Consolidated Facilities Agreement,

"Consolidated RCF Lenders" means HSBC Bank plc, The Royal Bank of Scotland plc, Barclays Bank plc and Banco Bilbao Vizcaya Argentaria S A , London Branch,

"Creditor" means

- (a) an Original Creditor, or
- (b) any person which becomes a Party in accordance with Clause 21 2 of the Restructuring Agreement,

"Excluded Group Members" means Celsa Steel (UK) Limited, Express Reinforcements Limited, ROM Group Limited, ROM Limited, ROMTECH Limited, RFA-TECH Limited and RFA (Penistone) Limited,

"Existing Facilities" means any facility provided by a Creditor to any Obligor under an Existing Facility Agreement,

"Existing Facility Agreement" means each existing facility agreement listed in Schedule 2 (Existing Facilities and Original Exposure) of the Restructuring Agreement,

"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,
- (d) Facility A, or
- (e) Facility B,

"Facility A" means the revolving credit facility made available pursuant to the terms of the New Facilities Agreement,

"Facility A Lenders" means Abbey National Treasury Services Plc, Banco Espanol de Credito S A , Banco de Sabadell S A , London Branch, Barclays Bank PLC, Banco Bilbao Vizcaya Argentaria S A , London Branch, Caja de Ahorros y Pensiones de Barcelona, Deutsche Bank AG, London Branch, HSBC Bank plc, ING Bank N V , Lloyds TSB Bank plc, The Royal Bank of Scotland plc, Svenska Handelsbanken AB (publ), The Co-operative Bank plc and KfW IPEX Bank GmbH,

"Facility Agreement" means any agreement constituting a Facility,

"Facility B" means the revolving credit facility made available pursuant to the terms of the New Facilities Agreement,

"Fee Letter" means any letter entered into by reference to the Finance Documents between one or more Administrative Parties and the Parent setting out the amount of certain fees referred to in the relevant Finance Document,

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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>"Finance Document" means</p> <ul style="list-style-type: none"> (a) the Restructuring Agreement, (b) the New Facilities Agreement, (c) the Consolidated Facilities Agreement, (d) the KfW Amendment Agreement, (e) the Intercreditor Agreement, (f) a New Security Document, (g) the Subordination Agreement, (h) a Fee Letter, or (i) any other document designated by the Restructuring Agent and the Parent, <p>"Group" means the Parent and each of its Subsidiaries for the time being other than the Excluded Group Members,</p> <p>"Group Debenture" means the security agreement dated on or about the date of the Standard Security between, among others, the Chargor and the Security Agent,</p> <p>"Guarantors" means Celsa (UK) Holdings Limited, Celsa (Wales) Limited, Celsa Steel Service (UK) Limited, Celsa Manufacturing (UK) Limited and BRC Limited,</p> <p>"HSBC IF Facility" means the facilities made available pursuant to the terms of the HSBC IF Facility Agreement,</p> <p>"HSBC IF Facility Agreement" means the multi-currency asset based lending agreement dated 3 July 2009 between ROM Limited, ROM-Tech Limited, RFA-TECH Limited and HSBC Invoice Finance (UK) Limited (as amended from time to time),</p> <p>"HSBC IF New Chattels Mortgage" means</p> <ul style="list-style-type: none"> (a) the chattels mortgages dated on or around the date of the Restructuring Agreement between ROM Limited and HSBC Invoice Finance (UK) Limited, (b) the chattels mortgages dated on or around the date of the Restructuring Agreement between ROM-Tech Limited and HSBC Invoice Finance (UK) Limited, and (c) the chattels mortgages dated on or around the date of the Restructuring Agreement between RFA-Tech Limited and HSBC Invoice Finance (UK) Limited, <p>"HSBC IF New Legal Mortgage" means</p> <ul style="list-style-type: none"> (a) the legal mortgage dated on or around the date of the Restructuring Agreement between ROM Limited and HSBC Invoice Finance (UK) Limited in respect of the property known as land lying to the south-west of Stepfield, Stepfield Estate, Witham, (b) the legal mortgage dated on or around the date of the Restructuring Agreement between ROM Limited and HSBC Invoice Finance (UK) Limited in respect of the property at Eastern Avenue, Litchfield WS13 6RN, and (c) the legal mortgage dated on or around the date of the Restructuring Agreement between RFA (Penistone) Limited and HSBC Invoice Finance (UK) Limited in respect of the property known as Bullhouse Works, Manchester Road, Bullhouse, Penistone, Sheffield S30 6FG, <p>"HSBC IF New Share Charge" means</p> <ul style="list-style-type: none"> (a) the charge over shares dated on or around the date of the Restructuring Agreement between Celsa Steel Service (UK) Limited and HSBC Invoice Finance (UK) Limited, and (b) the charge over shares dated on or around the date of the Restructuring Agreement between ROM Group Limited and HSBC Invoice Finance (UK) Limited, 	

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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

"HSBC IF Scottish Security Agreement" means the standard security dated on or about the date of the Restructuring Agreement by ROM Limited in favour of HSBC Invoice Finance (UK) Limited in respect of the property known as Unit 1A Murraysgate Industrial Estate, Whitburn, Bathgate, West Lothian, EH47 0LE,

"HSBC IF New Security Agreement" means

- (a) each HSBC IF New Chattels Mortgage,
- (b) each HSBC IF New Legal Mortgage,
- (c) each HSBC IF New Share Charge, and
- (d) the HSBC IF Scottish Security Agreement,

"ING ABL Facility" means the asset based lending facility which is made available under the terms of the ING Facility 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 on or around the date of the Standard Security between, among others, the Chargor and the Security Agent,

"KfW Agent" means means KfW IPEX – Bank GmbH as facility agent under the KfW Facility,

"KfW Amendment Agreement" means the amendment and restatement agreement dated on or about the date of the Restructuring Agreement between Celsa Manufacturing (UK) Limited, the KfW Lenders and the KfW Agent amending and restating the terms of the KfW Facility Agreement,

"KfW Borrower" means Celsa Manufacturing (UK) Limited in its capacity as borrower under the KfW Facility Agreement,

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

"KfW Facility Agreement" means the facility agreement dated 20 December 2004 between, among others, KfW IPEX-Bank GmbH and the KfW Borrower (as amended from time to time),

"KfW Lenders" means KfW IPEX Bank GmbH, The Royal Bank of Scotland plc, ING Bank N V and Banco Santander, S A ,

"Mortgage Lenders" means Svenska Handelsbanken AB (publ), Banco Espanol de Credito S A , and HSBC Bank plc,

"New Facilities Agent" means The Royal Bank of Scotland plc as facility agent under the New Facilities Agreement,

"New Facilities Agreement" means the facilities agreement dated on or about the date of the Restructuring Agreement between the Obligors, the Facility A Lenders and the New Facilities Agent,

"New Security Document" means

- (a) the Group Debenture,
- (b) a Scottish Security Agreement, or
- (c) an HSBC IF New Security Agreement,

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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>"Obligor" means the Parent, a Borrower or a Guarantor,</p> <p>"Original Creditor" means</p> <ul style="list-style-type: none"> (a) a Mortgage Lender, (b) a Consolidated RCF Lender, (c) an Ancillary Lender, (d) a KfW Lender, or (e) a Facility A Lender, <p>each in its capacity as such,</p> <p>"Original Stand Alone BACS Creditor" means Banco Bilbao Vizcaya Argentaria S A , London Branch as lender under the Original Stand Alone BACS Facilities,</p> <p>"Original Stand Alone BACS Facilities" means</p> <ul style="list-style-type: none"> (a) the net cash service agreement for Celsa Manufacturing (UK) Limited dated 4 February 2008 provided by the Original Stand Alone BACS Creditor, and (b) the net cash service agreement provided to BRC Limited dated 22 January 2009 provided by the Original Stand Alone BACS Creditor, <p>"Parent" means Celsa (UK) Holdings Limited (registered number 04578086),</p> <p>"Party" means a party to the Restructuring Agreement,</p> <p>"RBS IF Facility" means the receivables finance facility made available pursuant to the terms of the RBS IF Facility Agreement,</p> <p>"RBS IF Facility Agreement" means the facility agreement dated 7 November 2008 between RBS Invoice Finance Limited and BRC Limited (as amended from time to time),</p> <p>"Restructuring Agent" means The Royal Bank of Scotland plc as restructuring agent,</p> <p>"Restructuring Agreement" means the restructuring agreement dated 23 February 2011 between, among others, the Chargor and the Security Agent,</p> <p>"Scottish Security Agreement" means</p> <ul style="list-style-type: none"> (a) the standard security dated on or about the date of this Agreement by ROM Limited in favour of the Security Agent in respect of the property known as Unit 1A Murraysgate Industrial Estate, Whitburn, Bathgate, West Lothian, EH47 0LE, or (b) the standard security dated on or about the date of this Agreement by BRC Limited in favour of the Security Agent in respect of the property known as Block 14 Newhouse Industrial Estate, Motherwell, ML1 5SE, <p>"Secured Creditor" means</p> <ul style="list-style-type: none"> (a) a Creditor, (b) an ABL Lender, (c) a Stand Alone BACS Creditor, (d) the BRC Stock Lender, or (e) an Agent, 	

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>"Secured Document" means</p> <ul style="list-style-type: none"> (a) a Transaction Document, (b) an ABL Document, (c) a Stand Alone BACS Facility Agreement, or (d) the BRC Stock Facility Agreement, <p>"Security Agent" means The Royal Bank of Scotland plc as agent and trustee for the Secured Creditors,</p> <p>"Stand Alone BACS Creditor" means</p> <ul style="list-style-type: none"> (a) the Original Stand Alone BACS Creditor, or (b) any bank, financial institution, trust, fund or other entity lender under a Stand Alone BACS Facility which has become a party to the Intercreditor Agreement as a Stand Alone BACS Creditor in accordance with Clause 19 2 (Secured Creditors) of the Intercreditor Agreement, <p>"Stand Alone BACS Facility" means</p> <ul style="list-style-type: none"> (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, <p>"Stand Alone BACS Facility Agreement" means a facility agreement setting out the terms of a Stand Alone BACS Facility,</p> <p>"Subordination Agreement" means the subordination agreement dated on or about the date of the Restructuring Agreement between Barna Steel S A, the Parent and the Restructuring Agent,</p> <p>"Subsidiary" means</p> <ul style="list-style-type: none"> (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, <p>"Transaction Document" means</p> <ul style="list-style-type: none"> (a) each Finance Document (other than an HSBC IF New Security Agreement), (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, and (e) any other document designated as such by the Restructuring Agent and the Parent, and <p>"Wider Group" means each member of the Group and each Excluded Group Member</p>	

MG09

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



✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a ch
for a company registered
in Scotland

SA

A58

ATFMWSRJ
26/03/2011
COMPANIES HOUSE

166

1 Company details

Company number 0 0 2 1 3 6 2 9

Company name in full ROM Limited

For official use
19

→ **Filling in this form**
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 ①

Standard Security by ROM Limited in favour of The Royal Bank

of Scotland plc as Security Agent (the "Security Agent") dated 23

February 2011

was presented for registration on

d0 d9 m0 m3 y2 y0 y1 y1

Jurisdiction

in ②

- ☒ Scotland
☐ England and Wales
☐ Northern Ireland

① As described on form MG01
'Particulars of a mortgage
or charge'

② Please tick as appropriate

3 Signature

Please sign the form here

Signature

Signature

✗ 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

MG09

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



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 **Anthea Duncan**

Company name **Shepherd and Wedderburn LLP**

Address **1 Exchange Crescent**

Conference Square

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 U L**

Country

DX **DX 551970 Edinburgh 53**

Telephone **0131 228 9900**



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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form



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



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



FILE COPY

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

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

COMPANY NO. 213629

CHARGE NO. 19

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 23 FEBRUARY 2011 WHICH WAS PRESENTED FOR
REGISTRATION IN SCOTLAND ON 9 MARCH 2011 AND
CREATED BY ROM LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED
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
26 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MARCH 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES