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MG01

Particulars of a mortgage or charge

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06/08/2010

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COMPANIES HOUSE

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

For further information, please refer to our guidance at www.companieshouse.gov.uk

1

Company details

For official use

Company number

0 0 3 0 3 7 5 9

Company name in full

Caparo Management Services Limited

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

3 0 0 7 2 0 1 0

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

Security Agreement between, among others, Caparo Management Services Limited (the **Chargor**) and Barclays Bank plc (the **Security Agent**) dated 30 July 2010 (the **Security Agreement**)

4

Amount secured

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

Amount secured

All Security is created in favour of the Security Agent, is created over present and future assets of the Chargor and is continuing security for the payment, discharge and performance of all the Secured Liabilities and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part

Please see Short Particulars section on continuation sheets for definitions

Continuation page

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

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Particulars of a mortgage or charge

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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	
Name	Barclays Bank plc
Address	7th Floor, 5 The North Colonnade, Canary Wharf, London
Postcode	E 1 4 4 B B
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
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Continuation page

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

Short particulars

1 LEGAL MORTGAGES, FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1 1 Legal Mortgages

A charge by way of first legal mortgage over

(a) all Real Estate in England or Wales vested in the Chargor on the date of the Agreement, and

(b) all Group Shares belonging to the Chargor on the date of the Security Agreement

1 2 Fixed Charges

A charge by way of first fixed charge over all the Chargor's rights title and interest from time to time in and to

(a) Real Estate (to the extent not the subject of a mortgage under Clause 3 1 (*Legal Mortgages*) of the Security Agreement as referred to in 1 1 above),

(b) Investments (to the extent not the subject of a mortgage under Clause 3 1 (*Legal Mortgages*) of the Security Agreement as referred to in 1 1 above),

(c) plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,

(d) Accounts,

(e) to the extent not effectively assigned under Clause 3 3 (*Assignments*) of the Security Agreement as referred to in 1 3 below Insurance Policies and the Assigned Agreements to which it is party,

(f) any goodwill and rights in relation to its uncalled capital,

(g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(h) Intellectual Property,

(i) any beneficial interest, claim or entitlement of it to any assets of any pension fund,

(j) Monetary Claims, and

(k) Non-Vesting Debts

1 3 Assignments

The assignment absolutely by way of security and the agreement to assign absolutely by way of security all the Chargor's right, title and interest from time to time in and to

(a) its Insurance Policies, and

(b) each Assigned Agreement to which it is a party

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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	<div style="text-align: right;">Continuation Page 1</div> <p>1 4 Floating Charge A first floating charge of all the Chargor's present and future undertaking and assets of whatever type and wherever located</p> <p>1 5 Conversion of Floating Charge</p> <p>1) Conversion by notice The Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under Clause 3 4 (Floating Charge) of the Security Agreement as referred to in 1 4 above with immediate effect into fixed charges as regards all or any of the Chargor's assets, rights and property specified in the notice if</p> <p>(a) an Enforcement Event has occurred, (b) the Security Agent considers any Security Asset subject to such floating charge to be in danger of being seized or sold under any form of distress, diligence, attachment, execution or other legal process or to be otherwise in jeopardy, or (c) the Security Agent considers that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Security</p> <p>11) Automatic conversion The floating charge created under Clause 3 4 (Floating Charge) of the Security Agreement as referred to in 1 4 above shall automatically and immediately be converted into a fixed charge over all of the Chargor's assets not already subject to an effective fixed charge</p> <p>(a) if the Chargor takes any step to create any Security Interest in breach of Clause 5 (Restriction on Dealings) of the Security Agreement as referred to in 2 below over any of the Security Assets subject to such floating charge, (b) if any person takes any step to effect any expropriation, attachment, sequestration, distress, diligence or execution against any of the Security Assets subject to such floating charge, or (c) on the taking of any corporate action, legal proceeding or other procedure as referred to in paragraphs (a)-(d) of Clause 23 7 (Insolvency) of the Facility Agreement</p> <p>2 RESTRICTION ON DEALINGS</p> <p>The Chargor may not</p> <p>(a) create or permit to subsist any Security Interest on any of the Security Assets, or (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets,</p> <p>unless permitted to do so under the Facility Agreement</p>	

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 FURTHER ASSURANCES

Continuation Page 2

The Chargor shall, at its own expense, take whatever action the Security Agent or a Receiver may require or consider expedient for

(a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to the Security Agreement,

(b) facilitating the realisation of any Security Asset on and after the occurrence of an Enforcement Event,

(c) creating and perfecting security in favour of the Security Agent over the assets of the Chargor located in any jurisdiction outside England and Wales, or

(d) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset, including

(1) the execution of any legal mortgage, standard security, pledge, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and

(11) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

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Defined terms

Continuation Page 3

Accession Deed means an accession document substantially in the form set out in the Facility Agreement

Accounts means Mandatory Prepayment Accounts, Holding Accounts, Group Accounts, Other Accounts and any other account opened or maintained by the Chargor and all Related Rights

Additional Borrower means a company which becomes a Borrower in accordance with the Facility Agreement

Additional Guarantor means a company which becomes a Guarantor in accordance with the Facility Agreement

Assigned Agreements means the CIP / Caparo India Loan Agreement, the CIP / Caparo PLC Loan Agreement, the Bomet Loan Agreement and any other agreement designated as an Assigned Agreement by the Security Agent and (in each case) all Related Rights

Barclays Facility Agreement means each of the agreements, letters or documents entered into between a member (or members) of the Group (as debtor (or debtors)) and the Lender (as creditor) from time to time under which the member (or members) of the Group incurs (or incur) financial indebtedness including, but not limited to, the facility agreements set out in Schedule 15 of the Facility Agreement (and any amendment, variation or replacement thereof)

Barclays Secured Liabilities means

(a) any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Obligor to the Lender in any currency under the Finance Documents, and

(b) any other obligation for the payment or repayment by any Obligor to the Lender of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of an Obligor to a third party which subsequently becomes payable to the Lender by assignment, assignation or otherwise and including principal, interest, commission, fees and other charges

Bomet means Zakłady Urządzeń Okręgowych "Bomet" S A (KRS number 0000045287), with registered office at Barlinek at 2 Okretowa Street 74-320, Barlinek, Poland

Bomet Loan Agreement means the PLN1,559,768 loan agreement dated on or about the date of the Security Agreement between Caparo Engineering Limited as lender and Bomet as borrower

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with the Facility Agreement

BSF Debts means Debts purchased by the Lender under a Sales Finance Agreement (if the Chargor is a party to a Sales Finance Agreement) (unless re-assigned by the Lender to the Chargor)

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Particulars of a mortgage or charge



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Short particulars	<p style="text-align: right;">Continuation Page 4</p> <p>CIL Shares means the issued shares in the capital of Caparo India Limited</p> <p>CIP/Caparo India Loan Agreement means the intercompany loan agreement from Caparo Industries PLC to Caparo India Limited in an aggregate sum of £44,403,457 prior to the netting arrangements under the Netting Agreement coming into effect and in an aggregate sum of £56,726,645 following the netting arrangements under the Netting Agreement coming into effect</p> <p>CIP/Caparo PLC Loan Agreement means the intercompany loan from Caparo Industries PLC to Caparo PLC relating to a loan in an aggregate sum of £12,323,188 prior to the netting arrangements under the Netting Agreement coming into effect and in an aggregate sum of nil following the netting arrangements under the Netting Agreement coming into effect</p> <p>CMB Intercreditor Deed means the intercreditor deed dated on or about the date of the Security Agreement between, amongst others, the Lender (as Barclays), Bank of Baroda (as Baroda), the Pension Trustee and Caparo Merchant Bar PLC (as the Company)</p> <p>Debt Related Rights means, in relation to any Debts or returned goods of the Chargor, any of the following</p> <ul style="list-style-type: none"> (a) the proceeds of such Debts, (b) all the Chargor's rights at law as an unpaid vendor or under a contract of sale but without any obligation on the Lender to complete a contract of sale, (c) the benefit of all insurances, (d) all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities, (e) all the Chargor's rights to any ledger, computer or electronic data or materials or document recording or evidencing a Debt or its Debt Related Rights, and (f) all returned goods being goods relating to or purporting to comply with a contract of sale which any debtor shall for any reason <ul style="list-style-type: none"> (i) reject or give notice of rejection, (ii) return or attempt to or wish to return to the Chargor or the Lender, or (iii) which the Chargor or the Lender recovers from a debtor <p>Debts means any obligation due to the Chargor under a contract between the Chargor and a third party for the supply of goods or the provision of services or work done and materials supplied or hiring (including any tax or duty payable), whether present, future or contingent, and all its Debt Related Rights, a Debt, where the context permits, includes part of such obligation or part of such Debt Related Rights</p> <p>Enforcement Event means (i) the occurrence of an Event of Default (ii) any time after which the Lender has demanded payment of any of the Barclays Secured Liabilities when entitled to do so or (iii) the occurrence of a Pension Trustee Enforcement Event</p> <p>Event of Default means any event or circumstance specified in the relevant clause of the Facility Agreement</p>	

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Short particulars of all the property mortgaged or charged

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Short particulars

Continuation Sheet page 5

Facility Agreement means the facility agreement originally dated 15 December 2008 between, among others, Barclays Bank PLC (as Lender) and Caparo Industries PLC (as Original Borrower) as amended from time to time

Fee Letter means the restructuring fee letter between the Lender and Caparo Industries PLC dated on or about the date of the Security Agreement, the security agent fee letter between the Security Agent and Caparo Industries PLC dated on or about the date of the Security Agreement and any other letter or letters dated on or about the date of the Security Agreement between the Caparo Industries PLC and the Lender setting out any fees referred to in the Facility Agreement

Finance Document means the Facility Agreement, any Intercreditor Deeds, the First Amendment and Restatement Agreement, the Second Amendment and Restatement Agreement, any Accession Deed, any Resignation Letter, any Transaction Security Document, any Barclays Facility Agreement, any Fee Letter, any Utilisation Request, any Selection Notice and any other document designated as such by the Lender and the Caparo Industries PLC

First Amendment and Restatement Agreement means the amendment and restatement agreement made between, amongst others, the Caparo Industries PLC, certain subsidiaries of Caparo Industries PLC (as borrowers and obligors) and the Lender dated 12 November 2009

Group means Caparo Industries PLC and its subsidiaries (other than Bomet and Caparo Maruti Limited) for the time being

Group Account means

- (a) the accounts of the Chargor specified as such in Schedule 2 of the Facility Agreement and all Related Rights, and
- (b) any other account so designated by the Chargor and the Security Agent (other than a Mandatory Prepayment Account, a Holding Account or Other Accounts) and all Related Rights

Group Shares means the shares held by the Chargor in any member of the Group owned legally or beneficially by the Chargor or held by the Security Agent or any nominee on its behalf including the shares held by the Chargor as specified in the List of Shares below and all Related Rights

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the Facility Agreement

Holding Account means

- (a) the accounts of the Chargor specified as such Schedule 2 of the Facility Agreement and all Related Rights, and
- (b) any other account so designated by the Chargor and the Security Agent (other than a Mandatory Prepayment Account, Other Accounts and a Group Account) and all Related Rights

Indian Intercreditor Deed means the intercreditor deed dated on or about the date of the Security Agreement between, amongst others, the Lender (as Barclays), the Pension Trustee, Caparo Group Limited and Caparo India Limited

Insurance Policy means, in relation to the Chargor, any contract or policy of insurance of any kind in which the Chargor has an interest from time to time and all Related Rights

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Particulars of a mortgage or charge



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Short particulars	<p>Continuation page 6</p> <p>Intellectual Property means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered,</p> <p>(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist), and</p> <p>(c) the Intellectual Property owned by the Chargor as specified in the List of Intellectual Property below</p> <p>Intercreditor Deeds means the UK Group Intercreditor Deed, the Indian Intercreditor Deed and the CMB Intercreditor Deed</p> <p>Investments means any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) (but excluding shares in Caparo India Limited) whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights, excluding for the avoidance of doubt, shares owned by Caparo Engineering Limited in Bomet</p> <p>Lender means Barclays Bank PLC</p> <p>Locarno Road Legal Mortgage means the legal mortgage granted by Caparo Precision Strip Limited to the Security Agent on or about the date of the Security Agreement</p> <p>Mandatory Prepayment Account means</p> <p>(a) the accounts of the Chargor specified as such in Schedule 2 of the Facility Agreement and all Related Rights, and</p> <p>(b) any other account so designated by the Chargor and the Security Agent (other than a Group Account, a Holding Account or Other Accounts) and all Related Rights</p> <p>Monetary Claims means any book and other debts (other than BSF Debts) and monetary claims owing to the Chargor (other than in respect of any Account) now or in the future and all Related Rights (including, without limitation, all sums owing by the Lender to the Chargor under a Sales Finance Agreement (if the Chargor is party to a Sales Finance Agreement) and all overpayments or other sums refundable to the Chargor by any person), excluding only Non-Vesting Debts For the avoidance of doubt, BSF Debts are not Monetary Claims</p> <p>Netting Agreement means the Netting Agreement entered into between Caparo PLC, Caparo Industries PLC and Caparo India Limited</p> <p>Non-Vesting Debts means all Debts of the Chargor (if it is party to a Sales Finance Agreement) which do not, for any reason, vest absolutely and effectively in the Lender from time to time together with the Debt Related Rights to such Debts and the proceeds of such Debt Related Rights</p>	

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 7

Obligor means a Borrower or a Guarantor

Old Birchills Legal Mortgage means the legal mortgage granted by the Caparo Industries PLC to the Security Agent on or about the date of the Security Agreement

Original Borrower means each of the companies listed as such in the List of Obligors below

Original Guarantor means each of the companies listed as such in the List of Obligors below

Other Accounts means

(a) the accounts of the Chargor specified as such in Schedule 2 of the Facility Agreement and all Related Rights, and

(b) any other account so designated by the Chargor and the Security Agent (other than a Group Account, a Holding Account or a Mandatory Prepayment Account) and all Related Rights

Pension Scheme means the Caparo 1988 Pension Scheme with PSR number 10150656

Pension Trustee means Caparo Pensions Scheme Trustees Limited in its capacity as trustee for the Pension Scheme

Pension Trustee CIP Share Security means the share charge granted by the Company in favour of the Pension Trustee over the CIL Shares dated on or about the date of the Security Agreement

Pension Trustee Debenture means the debenture granted by Caparo Merchant Bar PLC to the Pension Trustee on or about the date of the Security Agreement

Pension Trustee Documents means

(a) the Pension Trust Deed,

(b) any agreement pursuant to which the Pension Trustee (or any agent of, or trustee for, the Pension Trustee) and any Pension Trustee Obligor are a party with respect to the Pension Scheme,

(c) the Pensions Act,

(d) the Security Agreement,

(e) the UK Group Intercreditor Deed,

(f) the Indian Intercreditor Deed,

(g) the CMB Intercreditor Deed,

(h) the Pension Trustee Guarantee,

(i) the Old Birchills Legal Mortgage,

(j) the Locarno Road Legal Mortgage,

(k) the Pension Trustee CIP Share Security,

(l) the Pension Trustee Legal Mortgage,

(m) the Pension Trustee Debenture, and

(n) any document issued under or pursuant to the Pensions Act in respect of the Pension Scheme

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Short particulars of all the property mortgaged or charged

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Short particulars

Continuation page 8

Pension Trustee Enforcement Event means

- (a) any event defined as an Insolvency Event in the UK Group Intercreditor Deed,
- (b) any non-payment of any amount in respect of the Pension Trustee Secured Liabilities when due at the place and in the currency expressed to be payable unless failure is caused by an administrative or technical error and payment is made within three business days of its due date, or
- (c) any demand by the Pension Trustee of the payment or discharge of all or any part of the Pension Trustee Secured Liabilities

Pension Trustee Guarantee means the guarantee entered into by each Original Guarantor in favour of the Pension Trustee for the Pension Trustee Liabilities dated on or about the date of the Security Agreement

Pension Trustee Legal Mortgage means the legal mortgage granted by Caparo Merchant Bar PLC to the Pension Trustee on or about the date of the Security Agreement

Pension Trustee Obligor means Caparo Merchant Bar PLC and each of the companies listed in the List of Obligors below and each company that becomes an additional guarantor in accordance with the Pension Trustee Guarantee

Pension Trustee Secured Liabilities means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally as principal or surety and/or in any capacity whatsoever owed by any Pension Trustee Obligor to the Pension Trustee in its capacity as trustee of the Pension Scheme and arising under or pursuant to the Pension Trustee Documents

Pensions Act means the Pensions Act 1995 as amended or re-enacted from time to time

Receiver means a receiver and manager or other receiver appointed under the Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver

Real Estate means, in relation to the Chargor

- (a) any freehold, leasehold, licence or other interest in any immovable property owned by the Chargor (including the property owned by the Chargor and specified in the List of Property below) and all Related Rights, and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights

Related Rights means, in relation to any asset

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

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Short particulars of all the property mortgaged or charged

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Short particulars

Continuation page 9

Resignation Letter means a letter substantially in the form set out in the Facility Agreement

Sales Finance Agreement means any sales finance agreement entered into between the Chargor and the Lender from time to time (as amended, varied, substituted or replaced from time to time) and any related documentation

Second Amendment and Restatement Agreement means the amendment and restatement agreement that amended and restated the Facility Agreement dated on or about 30 July 2010 and made between, amongst others, Caparo Industries PLC, the Original Borrowers, the Original Guarantors and the Lender

Secured Liabilities means the Barclays Secured Liabilities and the Pension Trustee Secured Liabilities

Security means any Security Interest created under or pursuant to this Security Agreement

Security Agent means Barclays Bank PLC

Security Assets means all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement, excluding for the avoidance of doubt the shares owned by Caparo India Limited in Caparo Maruti Limited and Caparo Engineering Limited in Bomet

Security Interest means any mortgage, standard security, charge, pledge, lien, assignment, assignation or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect

Selection Notice means a notice substantially in the form set out in the Facility Agreement

Transaction Security Document means each of the security documents listed in Schedule 8 of the Facility Agreement and any other document entered into by any member of the Group on or after the the date of the Security Agreement with the prior written consent of the Lender creating or expressed to create any security over all or any part of its assets in respect of obligations of any members of the Group under any of the Finance Documents

UK Group Intercreditor Deed means the intercreditor deed between, among others, the Lender, the Pension Trustee, Caparo Group Limited and Caparo Industries PLC dated on or about the date of the Security Agreement.

Utilisation Request means a notice substantially in the form set out in the Facility Agreement

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Particulars of a mortgage or charge



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Short particulars	<p>List of Obligors</p> <p>Original Borrowers</p> <p>1) Caparo Industries Plc a company incorporated in England and Wales with registered number 00630473,</p> <p>11) Caparo Atlas Fastenings Limited a company incorporated in England and Wales with registered number 05817189;</p> <p>111) Caparo Modular Systems Limited a company incorporated in England and Wales with registered number 05815981, and</p> <p>1v) Caparo Precision Strip Limited a company incorporated in England and Wales with registered number 05234781.</p> <p>Original Guarantors</p> <p>1) Caparo Atlas Fastenings Limited a company incorporated in England and Wales with registered number 05817189,</p> <p>11) Caparo Engineering Limited a company incorporated in England and Wales with registered number 03450375,</p> <p>111) Caparo Industries Plc a company incorporated in England and Wales with registered number 00630473,</p> <p>1v) Caparo Modular Systems Limited a company incorporated in England and Wales with registered number 05815981;</p> <p>v) Caparo Precision Strip Limited a company incorporated in England and Wales with registered number 05234781,</p> <p>v1) Caparo Precision Tubes Limited a company incorporated in England and Wales with registered number 05172071;</p> <p>v11) Hayes Tubes Limited a company incorporated in England and Wales with registered number 00310915,</p> <p>v111) Bala Holdings Limited a company incorporated in England and Wales with registered number 04626378,</p> <p>Additional Guarantors</p> <p>1x) Barton Engineering Limited a company incorporated in England and Wales with registered number 00318635,</p> <p>x) Barton Group Limited a company incorporated in England and Wales with registered number 00302110,</p> <p>x1) Caparo (Tipton) Limited a company incorporated in Scotland with registered number SC010201,</p>	Continuation page 10

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Short particulars	<p>Continuation page 11</p> <p>xii) Caparo Accles & Pollock Limited a company incorporated in England and Wales with registered number 05663882;</p> <p>xiii) Caparo Aluminium Technologies Limited a company incorporated in England and Wales with registered number 05820611,</p> <p>xiv) Caparo AP Braking Limited a company incorporated in England and Wales with registered number 05755850,</p> <p>xv) Caparo China Limited a company incorporated in England and Wales with registered number 06610319,</p> <p>xvi) Caparo Cradley Heath Limited a company incorporated in England and Wales with registered number 00339767;</p> <p>xvii) Caparo Fabrications Limited a company incorporated in England and Wales with registered number 00429128;</p> <p>xviii) Caparo Industries (LTI) Limited a company incorporated in England and Wales with registered number 01022981;</p> <p>xix) Caparo Management Services Limited a company incorporated in England and Wales with registered number 00303759,</p> <p>xx) Caparo Steel Products Limited a company incorporated in England and Wales with registered number 00892463,</p> <p>xxi) Caparo Tube Components 2 Limited a company incorporated in England and Wales with registered number 06043303,</p> <p>xxii) Caparo Tube Components Limited a company incorporated in England and Wales with registered number 06390121;</p> <p>xxiii) Caparo US Partner One Limited a company incorporated in England and Wales with registered number 03672842,</p> <p>xxiv) Caparo US Partner Two Limited a company incorporated in England and Wales with registered number 03672789;</p> <p>xxv) Caparo Vehicle Products Limited a company incorporated in England and Wales with registered number 05730793;</p> <p>xxvi) Caparo Vehicle Technologies Limited a company incorporated in England and Wales with registered number 05730802,</p> <p>xxvii) Caparo Wire Limited a company incorporated in England and Wales with registered number 00955587;</p>	

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Short particulars	<p>Continuation page 12</p> <p>xxviii) Clydesdale Engineering Limited a company incorporated in England and Wales with registered number 00236485,</p> <p>xxix) Clydesdale Forge Limited a company incorporated in England and Wales with registered number 00351864;</p> <p>xxx) CMT Engineering Limited a company incorporated in England and Wales with registered number 00212644,</p> <p>xxx1) C M T Steels & Supplies (Northern) Limited a company incorporated in England and Wales with registered number 00525521,</p> <p>xxx11) C M T Tubes & Fittings Limited a company incorporated in England and Wales with registered number 00092501,</p> <p>xxx111) Gweda Palou Limited a company incorporated in England and Wales with registered number 05965043,</p> <p>xxxiv) Material Measurements Group Limited a company incorporated in England and Wales with registered number 02716291,</p> <p>xxxv) Material Measurements Limited a company incorporated in England and Wales with registered number 00653121,</p> <p>xxxvi) Nupac Limited a company incorporated in England and Wales with registered number 02788727;</p> <p>xxxvii) S E Bate (Harborne) Limited a company incorporated in England and Wales with registered number 00352961,</p> <p>xxxviii) Systems Scaffolding Limited a company incorporated in England and Wales with registered number 04587269,</p> <p>xxxix) T1 Cars Limited a company incorporated in England and Wales with registered number 05804948; and</p> <p>xxxx) Tube Fittings Limited a company incorporated in England and Wales with registered number 00532930</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>List of Property</p> <p>Continuation page 13</p> <p>1) Caparo Atlas Fastenings Limited charges the freehold property of Westbourne Road Darlaston West Midlands and Heath Road Darlaston West Midlands WM195751,</p> <p>11) Caparo Engineering Limited charges the freehold Land and buildings on the south west side of Brenda Road, Seaton Carew Hartlepool CE52039,</p> <p>111) Caparo Industries PLC charges the freehold Land on the south west side of Marriott Road, Dudley WM383778;</p> <p>1v) Caparo Industries PLC charges the freehold property of Caparo Steel Stockholders, Overend Road, Corngreaves Trading Estate, Cradley Heath B647DD WM904133</p> <p>v) Caparo Industries PLC charges the leasehold property of Units 9, 5/7 Wenlock Road London, N1 7SL EGL525392,</p> <p>v1) Caparo Industries PLC charges the Leasehold property of Units 13, 5/7 Wenlock Road, London N1 7SL EGL525389,</p> <p>v11) Caparo Industries PLC charges the Leasehold property of the carparking space 21, 5/7 Wenlock Road, London N1 7SL EGL525394,</p> <p>v111) Caparo Industries PLC charges the leasehold property of the carparking space 22, 5/7 Wenlock Road, London N1 7SL EGL525391</p> <p>1x) Caparo Modular Systems charges the freehold property known as Land and buildings at Neachells Lane Willenhall, West Midlands WM367711;</p> <p>x) Caparo Precision Strip Limited charges the freehold property of Britannia Steel Works, Albion Road, West Bromwich, B70 8BH WM412761 and WM696702,</p> <p>x1) Caparo Precision Strip Limited charges the leasehold land and buildings known as Trident Works, Albion Road, West Bromwich SF53008;</p> <p>x11) Caparo Precision Strip Limited charges the leasehold property Trident Steelworks, Albion Road, West Bromwich WM853174,</p> <p>x111) Caparo Precision Tubes Limited charges the freehold Land and buildings known as Popes Lane, Oldbury, West Midlands WM600193,</p> <p>xiv) Caparo Precision Tubes Limited charges the freehold Land on the South East side of Rose Street, Bilston, West Midlands WM696713;</p>	

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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 style="text-align: right;">Continuation page 14</p> <p>xv) Caparo Precision Tubes Limited charges the freehold property of the Land and buildings known as Phoenix Street, West Bromwich, West Midlands WM609256 and WM598985,</p> <p>xvi) Caparo Precision Tubes Limited charges the freehold Land and buildings known as Bower Street, Manchester LA41775;</p> <p>xvii) Caparo Steel Products Limited charges the freehold Land to the north side of Ash Road, Wrexham Industrial Estate WA552047,</p> <p>xviii) Caparo Steel Products Limited charges the freehold property of the land to the south west side of Ash Road South, Wrexham Industrial Estate. WA763387;</p> <p>xix) Caparo Steel Products Limited charges the freehold property of the land to the south side of Ash Road South, Wrexham Industrial Estate WA877754;</p> <p>xx) Caparo Steel Products Limited charges the freehold property of the land and buildings on the Tafarnaubach Industrial Estate, Tredegar WA442551,</p> <p>xxi) Material Measurements Limited charges the freehold property of Unit 2, Avenue One, Station Lane, Witney. ON109454</p> <p>xxii) Material Measurements Limited charges the freehold property of Unit 18 Dawkins Road Poole. DT25760, and</p> <p>xxiii) Clydesdale Engineering Limited charges the unregistered freehold property of the land at Yew Tree Lane, Netherton, West Midlands</p>	

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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>Continuation page 15</p> <p>List of Shares</p> <p>Bala Holdings Limited charges:</p> <p>i) 250,000 ordinary shares of £1 00 each in Systems Scaffolding Limited.</p> <p>Caparo Engineering Limited charges</p> <p>ii) 40,000 ordinary shares of £1 00 each in Barton Engineering Limited;</p> <p>iii) 1,000 ordinary shares of £1 00 each in Caparo Aluminium Technologies Limited,</p> <p>iv) 10,151 ordinary shares of £1 00 each in Caparo Fabrications Limited;</p> <p>v) 22,591 ordinary shares of £1 00 each in Clydesdale Engineering Limited,</p> <p>vi) 25,100 ordinary shares of £1.00 each in CMT Engineering Limited,</p> <p>vii) 150 A ordinary shares of £1 00 each and 50 B ordinary shares of £1 00 each in Material Measurements Group Limited,</p> <p>viii) 28,407 A ordinary shares of £0 10 each and 9,468 B ordinary shares of £0 10 each in Material Measurements Limited</p> <p>ix) 10,000 ordinary shares of £1 00 each Nupac Limited</p> <p>Caparo Industries plc charges:</p> <p>i) All ordinary shares, being 1,000 ordinary shares of £1 00 each in A & H Jones & Co Limited,</p> <p>ii) 202,895 ordinary shares of £0 10 each in Barton Aluminium Foundries Limited,</p> <p>iii) 105,000 ordinary shares of £0 05 each in Barton Conduits Limited;</p> <p>iv) 3 ordinary shares of £1 00 each in Barton Electrical Limited;</p> <p>v) 24,130,824 ordinary shares of £0 25 each and 25,290,360 deferred ordinary shares of £0 25 each in Barton Group Limited,</p> <p>vi) 2 ordinary shares of £1 00 each in Barton Overseas Holdings Limited,</p> <p>vii) 99 ordinary shares of £1 00 each in Barton Tubes Limited.</p>	

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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>Continuation page 16</p> <p>viii) 10,000 ordinary shares of £1 00 each in Caparo Burton Limited,</p> <p>ix) 14,750 ordinary shares of £1 00 each in Caparo Cradley Heath Limited,</p> <p>x) 1,000 ordinary shares of £1 00 each in Caparo Engineering Limited,</p> <p>xi) 100 ordinary shares of £1 00 each and 100 deferred ordinary shares of £1.00 each in Caparo Forgings Limited,</p> <p>xii) 225,500 ordinary shares of £1 00 each in Caparo Industries (LTI) Limited,</p> <p>xiii) 26,437,681 ordinary shares of £0 10 and 26,437,681 deferred ordinary shares of £0.10 in Caparo Management Services Limited,</p> <p>xiv) 72,100 new ordinary shares of £0 10 each and 721,000 deferred shares of £1.00 each in Caparo Steel Products Limited,</p> <p>xv) 40,000 ordinary shares of £1.00 each in Caparo (Tipton) Limited,</p> <p>xvi) 157,500 ordinary shares of £1 00 each in Caparo Toys Limited,</p> <p>xvii) 20,200 ordinary shares of £1.00 each in Caparo Tubes Limited,</p> <p>xviii) 1 ordinary share of £1.00 each in Caparo Vehicle Products Limited;</p> <p>xviii) 1 ordinary share of £1.00 each in Caparo China Limited;</p> <p>xix) 10 ordinary shares of £1 00 each in Caparo US Partner One Limited;</p> <p>xx) 10 ordinary shares of £1.00 each in Caparo US Partner Two Limited,</p> <p>xxi) 81,873 ordinary shares of £0 25 each and 818,800 deferred shares of £0 25 each in Caparo Wire Limited,</p> <p>xxii) 3,644,208 ordinary shares of £1 00 each in Clydesdale Forge Limited,</p> <p>xxiii) 20,000 ordinary shares of £1 00 each in CMT Dynamics Limited,</p> <p>xxiv) 1,003 ordinary shares of £1 00 each in CMT Engineering Insulation Limited,</p> <p>xxv) 11,500 ordinary shares of £1 00 each in CMT Steels & Supplies (Northern) Limited,</p> <p>xxvi) 10,100 ordinary shares of £1 00 each in CMT Tubes & Fittings Limited;</p> <p>xxvi) 9,999 ordinary shares of £1 00 each in Midland Iron (Cradley Heath) Limited,</p>	

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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

Continuation page 17

xxxv11) 115,000 ordinary shares of £1 00 each in Natural Gas Tubes Limited;

xxxv111) 313,107 ordinary shares of £1 00 each in Tube Fittings Limited;

xxxix) 1,000 ordinary shares of £1.00 each in United Merchant Bar Limited;

xxxx) 100 ordinary shares of £1 00 each in Whitehouse Hand Tools Limited;

xxxx1) 2,500 ordinary shares of £1 00 each in Wrexham Wire Company Limited

Caparo Precision Tubes Limited charges

1) 67,596 ordinary shares of £1.00 each and 9,604 A ordinary shares of £1 00 each in Hayes Tubes Limited

Caparo Steel Products Limited charges

1) 100 ordinary shares of £1 00 each in Bala Holdings Limited,

11) 1,850,000 ordinary shares of £1 00 each in Caparo Merchant Bar plc;

111) 1 ordinary share of £1 00 each in Caparo Precision Strip Limited,

1v) 2,000,000 ordinary shares of £1 00 each in Caparo Precision Tubes Limited.

Caparo Vehicle Products Limited charges

1) 100 ordinary shares of £100 each in Caparo Accles and Pollock Limited,

11) 1 ordinary share of £1 00 in Caparo AP Braking Limited,

111) 1,000 ordinary shares of £1 00 each in Caparo Atlas Fastenings Limited,

1v) 1,000 ordinary shares of £1.00 each in Caparo Modular Systems Limited,

v) 100 ordinary shares of £1 00 each in Caparo Tube Components Limited,

v1) 1 ordinary share of £1 00 each in Caparo Tube Components 2 Limited,

v11) 750 ordinary A shares of £1 00 each and 140 ordinary B shares of £1.00 each in Caparo Vehicle Technologies Limited, and

v111) 600 ordinary B shares of £1 00 each and 300 ordinary A shares of £1.00 each in Gweda Palou Limited.

Caparo Vehicle Technologies Limited charges

1) 1 ordinary share of £1.00 in T1 Cars Limited

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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

Clydesdale Engineering Limited charges

Continuation page 18

i) 25,500 ordinary shares of £1 00 each in SE Bate (Harborne) Limited

Material Measurements Limited charges

i) 1 ordinary share of £1 00 in Globaltech Group Limited,

ii) 2 ordinary shares of £1 00 each in Material Measurements Contracts Limited;

iii) 1 ordinary share of £1 00 in Materials Testing Services Limited,

iv) 2 ordinary shares of £1 00 each in NDIS Limited,

v) 100 ordinary shares of £1 00 each in Non-Destructive Inspection Services Limited,

vi) 2,125 ordinary shares of £1 00 each in Quest Inspection Limited,

vii) 1 ordinary share of £1 00 each in Rabco Industrial Inspection Services Limited, and

viii) 150 ordinary shares of £1 00 each in Trutest NDT Limited.

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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 *Frederick Brindley* X

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

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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

Angus Lennox

Company name

FRESHFIELDS BRUCKHAUS DERINGER LLP

REF AJG 007450-0465

Address

65 FLEET STREET

LONDON

ENGLAND

Post town

UNITED KINGDOM

County/Region

Postcode

E

C

4

Y

1

H

S

Country

DX

DX 23 LONDON/CHANCERY LANE

Telephone

020 7936 4000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 303759
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
JULY 2010 AND CREATED BY CAPARO MANAGEMENT
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY OBLIGOR TO BARCLAYS BANK PLC
AND FROM ANY PENSION TRUSTEE OBLIGOR TO THE
PENSION TRUSTEE 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 6 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES