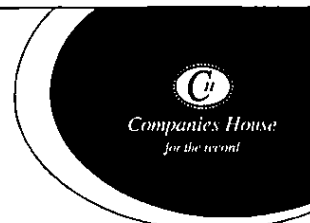


MG01

Particulars of a mortgage or charge



645459-13

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

Please return
via
CH London Counter

☒ **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 company. To do this, please
use form MG01s.

TUESDAY



LD6 30/10/2012 #108
COMPANIES HOUSE

1 Company details

Company number 01683631
Company name in full RB Metalloyd Limited (the **Assignor**)

30 For official use

→ **Filing 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 ^d2 ^d4 ^m1 ^m0 ^y2 ^y0 ^y1 ^y2

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 Assignment of Security (the **Letter**)

4 Amount secured

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

Amount secured All moneys, liabilities and other obligations due, owing, incurred or
payable or expressed or intended to be due, owing, incurred or
payable by the Chargor to Bank of London and The Middle East
plc (the **Assignee**) under or in connection with any Facility
Document

For terms not defined see MG01 Continuation Page

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 Bank of London and The Middle East plc

Address Sherborne House, 119 Cannon Street

London

Postcode E C 4 N 5 A T

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 See the MG01 Continuation Sheets attached

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> - 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 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 <hr/> Signature <div style="display: flex; align-items: center;"> X SNR Denton UK LLP X </div> <hr/> 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 Philip Bushell (Ref 77554 00061)

Company name SNR Denton UK LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX

Telephone 020 7246 7734



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged			
Short particulars				
Please give the short particulars of the property mortgaged or charged				
1 Charge	The Assignor assigned and agreed to assign to the Assignee absolutely with full title guarantee the Assigned Rights, as continuing security for the payment and discharge in full of the Secured Liabilities			
2 Continuing Security	The Security is continuing and will not be considered satisfied or discharged by any intermediate payment or settlement, any fluctuation in the Secured Liabilities or any variation of the Agreement but will remain in force until the end of the Security Period			
3 Negative Pledge	In the Letter, the Assignor undertook and covenanted to the Assignee that, unless the Assignee otherwise agrees, it shall not, nor shall it agree or purport to create or permit to subsist any Security Interest, whether ranking in priority to, or pari passu with, or after, the Security, over the whole or any part of the Assigned Rights			
4 Definitions	In this Form MG01			
Agreement means the letter of credit and master murabaha facility agreement dated 24 October 2012, made between the Assignor and the Assignee				
Assigned Contract means an Export Contract or any contract that is designated as such by the Assignor and the Assignee				
Assigned Rights means all right, title, benefit and interest of the Assignor, whether present or future, proprietary, contractual or otherwise, arising out of, in, to, under or in connection with any or all Assigned Contracts, including				
(a) all moneys now or hereafter due or owing to the Assignor under or in connection with any or all Assigned Contracts,				
(b) all rights of the Assignor to make demands, to require performance by the relevant Counterparty or otherwise exercise all its rights and remedies under any or all Assigned Contracts,				
(c) all claims for damages, indemnities, compensation or other remedies in respect of any or all Assigned Contracts (including in respect of any breach of any or all Assigned Contracts),				
(d) all Consignment Insurance Proceeds,				
(e) all Credit Insurance Proceeds, and				
(f) all right, title, benefit and interest in any Collateral Documents				

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Collateral Documents means all guarantees, indemnities (including any letter of indemnity), Security Interests or other forms of credit support of whatever nature (including all rights and remedies of enforcement now or hereafter held by the Assignor in respect of any or all Assigned Contracts</p> <p>Consignment Insurance Proceeds means the proceeds of any claim made in connection with any consignment under any insurance policy that has been taken out by, or for the benefit of, the Assignor</p> <p>Counterparty means each person (other than the Assignor) who is party to an Assigned Contract or Collateral Document</p> <p>Credit Insurance Proceeds means the proceeds of any claim made in connection with any right to receive payment under any Assigned Contract or Collateral Document under any insurance policy that has been taken out by, or for the benefit of, the Assignor</p> <p>Export Contract has the meaning given to it in the Agreement</p> <p>Facility Documents means the Agreement, each utilisation notice, each seller offer, each purchaser acceptance, each purchase agreement, the murabaha agency agreement, the security documents, and any other document designated as such by the Assignor and the Assignee</p> <p>Security Interest means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired by the person selling it (or a person connected to the person selling it)</p> <p>Security Period means the period commencing on the date of the Letter and ending on the date upon which the Assignee notifies the Assignor in writing that all the Secured Liabilities have been irrevocably discharged in full</p> <p>Secured Liabilities means all moneys, liabilities and other obligations due, owing, incurred or payable or expressed or intended to be due, owing, incurred or payable by the Assignor to the Assignee under or in connection with any Facility Document</p> <p>Security means the Security Interests created or intended to be created pursuant to the Letter</p>	



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

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

**COMPANY NO. 1683631
CHARGE NO. 30**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF SECURITY
DATED 24 OCTOBER 2012 AND CREATED BY RB METALLOYD
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF LONDON AND THE
MIDDLE EAST PLC 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 30 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2012



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**