

MR01
Particulars of a charge

236 393/13



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT for
You may not use this form to
register a charge where there is no
instrument Use form MR08

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

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record. Do not send the original

MONDAY



A4IDMX88

A18

19/10/2015

#40

COMPANIES HOUSE

1 Company details

Company number 0 1 9 4 7 9 9 6 ✓
Company name in full Moorgate Industries Loans Limited

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 Charge creation date

Charge creation date d1 d6 m1 m0 y2 y0 y1 y5 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name GLAS Trust Corporation Limited ✓
(as Common Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen + Overy LLP on behalf of
GLAS Trust Corporation Limited X

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

MR01

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

Contact name **Brian Yu / Grainne Drumm**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region **London**

Postcode **E 1 6 A D**

Country **England**

DX

Telephone **020 3088 0000**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 1947996

Charge code: 0194 7996 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2015 and created by MOORGATE INDUSTRIES LOANS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2015

Given at Companies House, Cardiff on 23rd October 2015



Companies House



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

EXECUTION VERSION

DEBENTURE

DATED 16 OCTOBER 2015

BETWEEN

MOORGATE INDUSTRIES 1 LIMITED (IN ADMINISTRATION)

MOORGATE INDUSTRIES LOANS LIMITED (IN ADMINISTRATION)

- and -

GLAS TRUST CORPORATION LIMITED
as Common Security Agent

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP
16.10.2015

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 16 October 2015 and made

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a **Chargor**),
- (2) **GLAS TRUST CORPORATION LIMITED** (the **Common Security Agent**) as agent and trustee for the Secured Parties (as defined in the Intercreditor Agreement defined below);
- (3) **IAN DAVID GREEN, DAVID JAMES KELLY and PAUL DAVID COPLEY** of PricewaterhouseCoopers LLP in their respective capacities as joint administrators of Moorgate Industries 1 Limited (In Administration) (acting as agent of Moorgate Industries 1 Limited (In Administration) without personal liability) (the **MII Administrators**); and
- (4) **IAN DAVID GREEN, DAVID JAMES KELLY and PAUL DAVID COPLEY** of PricewaterhouseCoopers LLP in their respective capacities as joint administrators of Moorgate Industries Loans Limited (In Administration) (acting as agent of Moorgate Industries Loans Limited (In Administration) without personal liability) (the **MILL Administrators**)

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Senior Facilities Agreement and the RemainCo Funding Loan Agreement, subject to the terms of the Intercreditor Agreement (each as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed

Account Bank means, in relation to a Charged Account, the bank with which the Charged Account is maintained

Act means the Law of Property Act 1925.

Administrators means

- (a) the MII Administrators, and
- (b) the MILL Administrators.

Administrators' Accounts means any account which is designated as such by the Administrators and the Common Security Agent

Charged Account means the accounts listed in Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Charged Account is transferred;
- (b) any account which is a successor to a Charged Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Charged Account is transferred for investment or administrative purposes, or
- (c) any account designated as a Charged Account by the Common Security Agent and the Chargor from time to time.

Declared Default means an Event of Default in respect of which the Senior Agent has purported to exercise any of its rights under Clause 19.19 (Acceleration) of the Senior Facilities Agreement

Indian Assets has the meaning given to that term in the Senior Facilities Agreement

Intercreditor Agreement means the intercreditor agreement dated on or about 8 October 2015 and made between, among others, the Parent, Stemcor Holdings 2 Limited as the RemainCo Funding Loan Lender, Global Loan Agency Services Limited as Senior Agent and the Common Security Agent.

Investments means

- (a) all shares in any member of the Group, which are the subject of this Security,
- (b) all other shares, stocks, debentures, bonds or other securities and investments specified in Schedule 2 (Security Assets) under the heading **Investments**,
- (c) any dividend or interest paid or payable in relation to any of the above; and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

Material Adverse Effect means a Material Adverse Effect under (and as defined in) the Senior Facilities Agreement.

MII means Moorgate Industries 1 Limited (formerly Stemcor Holdings 1 Limited) (registered in England and Wales with registration number 08164949), a company in or to be put into administration pursuant to the MII Administration

MII Administration means the administration of MII as a result of the appointment of the MII Administrators as administrators of MII in accordance with paragraph 22 of Schedule B1 to the Insolvency Act 1986 on or about the Restructuring Effective Date.

MILL means Moorgate Industries Loans Limited (formerly Stemcor Trade Finance Limited) (registered in England and Wales with registration number 01947996), a company to be put into administration pursuant to the MILL Administration

MILL Administration means the administration of MILL as a result of the appointment of the MILL Administrators as administrators of MILL in accordance with paragraph 22 of Schedule B1 to the Insolvency Act 1986 on or about the Restructuring Effective Date

Party means a party to this Deed

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed.

Relevant Insurance means each insurance policy where a claim under such policy may constitute an Insurance Claim (as defined in the Senior Facilities Agreement); this includes the insurances (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Relevant Insurances**.

RemainCo Funding Loan Agreement means the RemainCo funding loan agreement dated on or about 8 October 2015 between Moorgate Industries Finance Limited and the RemainCo Funding Loan Lender pursuant to which the RemainCo Funding Loan Instalments are made or to be made available to Moorgate Industries Finance Limited.

Restructuring Deed means the restructuring deed dated on or about the date of this Deed entered into between, amongst others, the Parent and certain of the Senior Creditors

Restructuring Effective Date means the date on which the Restructuring Effective Time occurs (as defined in the *Restructuring Deed*).

Restructuring Effective Time has the meaning given to that term in the *Restructuring Deed*

Secured Obligations means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Primary Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

Security Assets means all assets of each Chargor the subject of any security created by this Deed

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Period means the period beginning on the date of this Deed and ending on the Final Discharge Date

Senior Facilities Agreement means the term loan agreement dated on or about 8 October 2015 and made between, among others, the Parent, the RemainCo Funding Loan Lender and the Senior Creditors (each as defined in the Intercreditor Agreement)

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of Clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a **Primary Debt Document** or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Primary Debt

Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of any facility or any additional facility,

- (ii) the term **this Security** means any security created by this Deed, and
- (iii) **assets** includes present and future properties, revenues and rights of every description.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Secured Party.
- (e) The terms of the other Primary Debt Documents and of any side letters between any Parties in relation to any Primary Debt Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Common Security Agent considers that an amount paid to a Secured Party under a Primary Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes
 - (i) any part of that Security Asset;
 - (ii) the proceeds of sale of that Security Asset, and
 - (iii) any present and future assets of that type
- (h) This Deed is subject to the terms of the Intercreditor Agreement. In the event of any inconsistency between this Deed and the Intercreditor Agreement, the Intercreditor Agreement shall prevail
- (i) Notwithstanding that this Deed is signed by one of the Administrators, the Parties hereby expressly agree that the benefit of the releases and indemnities in Clause 27 (Administrators) shall accrue to all the Administrators and any additional or successor administrator of either M11 or MILL and their respective firms

2 CREATION OF SECURITY

2.1 General

- (a) All this Security.
 - (i) is created in favour of the Common Security Agent,
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment, discharge and performance of all the Secured Obligations, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document,
 - (i) that Chargor must notify the Common Security Agent promptly,
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Common Security Agent otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) Security Assets which are subject to leases, licences or other third party arrangements which are permitted by the Senior Finance Documents and which prevent those assets from being charged are excluded from the fixed charge created by this Deed, provided that, where the asset is material to the operations or business of the Group and/or is valued at greater than US\$100,000 (or its equivalent in other currencies), the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that asset being secured under this Deed
- (d) The Common Security Agent holds the benefit of this Deed on trust for the Secured Parties
- (e) The fact that no or incomplete details of any Security Asset are inserted in any part of Schedule 2 (Security Assets) does not affect the validity or enforceability of this Security

2.2 Land

- (a) Each Chargor charges.
 - (i) by way of a legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property; this includes the Mortgaged Property (as defined in Clause 4.1) (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Real Property**, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property
- (b) A reference in this Deed to any freehold or leasehold property includes:
 - (i) all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the relevant Chargor; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants.

2.3 Investments

(a) Each Chargor charges.

- (i) by way of a first fixed charge all shares in any member of the Group owned by it or held by any nominee on its behalf; this includes any specified in Schedule 2 (Security Assets) under its name under the heading **Investments**, and
- (ii) (to the extent that they are not the subject of a first fixed charge under sub-paragraph (i) above) by way of a fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf.

(b) A reference in this Deed to a charge of any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

- (i) any dividend, interest or other distribution paid or payable,
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (iii) any right against any clearance system; and
- (iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it; this includes any specified in Schedule 2 (Security Assets) under its name under the heading **Plant and Machinery** (being plant and machinery valued at or greater than US\$100,000 (or its equivalent in other currencies) or which is otherwise material to the operations or business of the Group)

2.5 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Charged Account it has with any person and the debt represented by that account.

2.6 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under any contract or policy of insurance (including any Relevant Insurance) taken out by it or on its behalf or in which it has an interest
- (b) A reference in this subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of a Debtor to a third party

2.7 Other contracts

- (a) Subject to paragraph (b) below, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of
- (i) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause, this includes the agreements (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Relevant Contracts**,
 - (ii) any letter of credit issued in its favour; and
 - (iii) any bill of exchange or other negotiable instrument held by it
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) To the extent that they do not fall within any other subclause of this clause and are not effectively assigned under paragraph (a) or (b) above, each Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party

2.8 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of any:

- (a) know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Specific Intellectual Property Rights**,
 - (b) copyright or other intellectual property monopoly right, or
 - (c) interest (including by way of licence) in any of the above,
- in each case whether registered or not and including all applications for the same.

2.9 Miscellaneous

Each Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

2.10 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned under this Clause
- (b) Except as provided below, the Common Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) A Declared Default has occurred;
 - (ii) the Common Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (iii) that Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Common Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 3 (Restrictions on Dealings).
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created under this Deed will automatically convert into a fixed charge over all of a Chargor's assets.
 - (i) if an administrator is appointed or the Common Security Agent receives notice of an intention to appoint an administrator, or
 - (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind that Chargor up (or not to wind that Chargor up)
- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (f) The giving by the Common Security Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Common Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Primary Debt Document

2.11 EXCLUDED ASSETS

Despite the other provisions of this Deed, this Deed does not create any Security Interests over the Administrators' Accounts.

3. RESTRICTIONS ON DEALINGS

No Chargor may

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, sell, transfer, licence, lease or otherwise dispose of any Security Asset,

where this would be prohibited by the Senior Facilities Agreement or the Intercreditor Agreement

4. LAND

4.1 General

In this Deed

Fixtures means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

Insured Property Assets means the Premises and all of a Chargor's other assets of an insurable nature in the Premises

Mortgaged Property means all freehold or leasehold property included in the definition of **Security Assets** and which is valued at or greater than US\$10,000,000 (or its equivalent in other currencies) or which is otherwise material to the operations or business of the Group

Premises means all buildings and erections included in the definition of **Security Assets**.

Report on Title means any report on title on the Mortgaged Property addressed to and provided at the request of the Common Security Agent before the date of the acquisition of any Mortgaged Property acquired after the date of this Deed

4.2 Information for Report on Title

Each Chargor represents to each Secured Party that

- (a) the information provided to the lawyers who prepared any Report on Title relating to any of its Mortgaged Property for the purpose of that Report on Title was true in all material respects at the date it was expressed to be given,
- (b) the information referred to in paragraph (a) above was at the date it was expressed to be given complete and did not omit any information which, if disclosed would make that information untrue or misleading in any material respect, and
- (c) as at the date of this Deed, nothing has occurred since the date of any information referred to in paragraph (a) above which, if disclosed, would make that information untrue or misleading in any material respect

4.3 Title

Each Chargor represents to each Secured Party that except as disclosed in any Report on Title relating to any of its Mortgaged Property:

- (a) it is the legal and beneficial owner of its Mortgaged Property,
- (b) no breach of any law, regulation or covenant is continuing which affects or would be reasonably likely to affect materially the value, saleability or use of its Mortgaged Property;
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting its Mortgaged Property which conflict with its present use or adversely affect the value, saleability or use of any of the Mortgaged Property, in each case to any material extent;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over its Mortgaged Property and which would be reasonably likely to affect materially its value, saleability or use,
- (e) it has received no notice of any adverse claims by any person in respect of its Mortgaged Property which if adversely determined would or would be reasonably likely to materially adversely affect the value, saleability or use of any of its Mortgaged Property, and
- (f) its Mortgaged Property is held by it free from any Security Interest or any lease or licence which would be reasonably likely to affect materially its value, saleability or use.

4.4 Compliance with leases and covenants

Each Chargor must.

- (a) in all material respects, perform all the terms on its part contained in any lease, agreement for lease, licence or other agreement or document which gives that Chargor a right to occupy or use property comprised in its Mortgaged Property;
- (b) not do or allow to be done any act as a result of which any lease comprised in its Mortgaged Property may become liable to forfeiture or otherwise be terminated; and
- (c) duly and punctually comply in all material respects with all covenants and stipulations affecting the Mortgaged Property or the facilities (including access) necessary for the enjoyment and use of the Mortgaged Property and indemnify each Secured Party in respect of any breach of those covenants and stipulations.

4.5 Acquisitions

- (a) If a Chargor acquires any freehold or leasehold property after the date of this Deed it must
 - (i) notify the Common Security Agent promptly,
 - (ii) promptly on request by the Common Security Agent and at the cost of that Chargor, execute and deliver to the Common Security Agent a legal mortgage in favour of the

Common Security Agent of that property in any form which the Common Security Agent may require,

- (iii) if the title to that freehold or leasehold property is registered at H M. Land Registry or required to be so registered, give H M Land Registry written notice of this Security, and
 - (iv) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H M Land Registry.
- (b) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. That Chargor must use its reasonable endeavours to obtain the landlord's consent.

4.6 Compliance with applicable laws and regulations

Each Chargor must perform all its obligations under any law or regulation in any way related to or affecting its Mortgaged Property.

4.7 Notices

Each Chargor must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to its Mortgaged Property (or any part of it) which would or would be reasonably likely to have a Material Adverse Effect on the value, saleability or use of any of the Mortgaged Property

- (a) deliver a copy to the Common Security Agent, and
- (b) inform the Common Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement

4.8 H.M. Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M. Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)"

4.9 Deposit of title deeds

Each Chargor must deposit with the Common Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf

4.10 Investigation of title

Each Chargor must grant the Common Security Agent or its lawyers on request all facilities reasonably within the power of that Chargor to enable the Common Security Agent or its lawyers (at the expense of that Chargor) to

- (a) carry out investigations of title to the Mortgaged Property, and
- (b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out

4.11 Report on title

Each Chargor must, as soon as reasonably practicable after a request by the Common Security Agent, in relation to any Mortgaged Property, provide the Common Security Agent with a Report on Title of that Chargor to that Mortgaged Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature.

4.12 Power to remedy

If a Chargor fails to perform any covenant or stipulation or any term of this Deed affecting its Mortgaged Property, that Chargor must allow the Common Security Agent or its agents and contractors

- (a) to enter the relevant Mortgaged Property;
- (b) to comply with or object to any notice served on that Chargor in respect of the relevant Mortgaged Property; and
- (c) to take any action as the Common Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any such notice.

That Chargor must immediately on request by the Common Security Agent pay the costs and expenses of the Common Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause

5. INVESTMENTS

5.1 Deposit

Each Chargor must

- (a) no later than three Business Days after the Restructuring Effective Date, (or in the case of Investments acquired after the date of this Deed, within ten Business Days of acquisition of such Investment) deposit with the Common Security Agent, or as the Common Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to that Investment; and

- (b) no later than three Business Days after the Restructuring Effective Date, take any action and execute and deliver to the Common Security Agent any share transfers and other documents which may be requested by the Common Security Agent in order to enable the Common Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to that Investment, this includes:
 - (i) delivering executed share transfers in favour of the Common Security Agent or any of its nominees as transferee or, if the Common Security Agent so directs, with the transferee left blank; and
 - (ii) procuring that those share transfers are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Common Security Agent.

5.2 Changes to rights

No Chargor may (except to the extent permitted by the Senior Facilities Agreement and the Intercreditor Agreement) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered

5.3 Calls

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments
- (b) If a Chargor fails to do so, the Common Security Agent may pay those calls or other payments on behalf of that Chargor. That Chargor must immediately on request reimburse the Common Security Agent for any payment made by the Common Security Agent under this Clause and, pending reimbursement, that payment will constitute part of the Secured Obligations

5.4 Other obligations in respect of Investments

- (a) Each Chargor must promptly copy to the Common Security Agent and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Common Security Agent may elect to provide such information which it may have on behalf of that Chargor
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments
- (c) The Common Security Agent will not be obliged, and no Secured Party will be required in any manner to:
 - (i) perform or fulfil any obligation of a Chargor;
 - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or

- (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment.

5.5 Voting rights

- (a) Before this Security becomes enforceable.

- (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Common Security Agent) be exercised in any manner which the relevant Chargor may direct in writing; and

- (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the relevant Chargor

- (b) Each Chargor must indemnify the Common Security Agent against any loss liability incurred by the Common Security Agent as a consequence of the Common Security Agent acting in respect of the Investments on the direction of any Chargor.

- (c) After this Security has become enforceable, the Common Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

5.6 Financial collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Common Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations

- (b) Where any financial collateral is appropriated

- (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or

- (ii) in any other case, the value of the financial collateral will be such amount as the Common Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

6. RESTRICTED CREDIT BALANCES

6.1 Account Bank

After the date of this Deed, where a Chargor wishes to open a new bank account, that Chargor must designate that new bank account as a Charged Account to the Common Security Agent immediately

6.2 Withdrawals

- (a) Except to the extent permitted by the terms of the Senior Finance Documents, but subject to paragraph (b) below, no Chargor may withdraw any moneys (including interest) standing to the credit of any Charged Account
- (b) After the occurrence of a Declared Default, no Chargor may withdraw any moneys (including interest) standing to the credit of any Charged Account

6.3 Notices of charge

Each Chargor must.

- (a) within ten Business Days of the date of this Deed (but in relation to a Charged Account opened after the date of this Deed, within five Business Days of it being opened), serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Account Bank) on each Account Bank, and
- (b) use its reasonable endeavours to procure that each Account Bank as soon as possible and within 30 Business Days of the date of the relevant notice, acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Account Bank)

6.4 Closure of Charged Accounts

- (a) Subject to paragraph (b) below, the Chargor may request confirmation from the Common Security Agent that a Charged Account be closed.
- (b) The Chargor may not request the closure of any Charged Account unless, subject to the terms of the Senior Finance Documents
 - (i) the balance of that Charged Account to be closed is zero; or
 - (ii) the balance of that Charged Account is to be immediately transferred to another Charged Account (as applicable)
- (c) Upon request by the Chargor in accordance with paragraphs (a) and (b) above, the Common Security Agent shall confirm to the Chargor (and, if necessary, the Account Bank) whether or not that Charged Account may be closed, such approval not be to unreasonably withheld or delayed

7. CONTRACTS

7.1 General

In this Deed:

Relevant Contract means

- (a) any hedging agreement which documents or constitutes a Permitted Treasury Transaction (as defined in the Senior Facilities Agreement),
- (b) any agreement in respect of intra-Group receivables in an aggregate amount of US\$1,000,000 or above (or its equivalent in other currencies);
- (c) any sale and purchase (or related) contract for the sale of any Indian Assets,
- (d) any other sale and purchase (or other) contract entered, or to be entered, into by a member of the Group for the disposal or other realisation or recovery of, or in respect of, any asset where such proceeds or other realisations or recoveries are required under any Senior Finance Documents, to be paid into the Prepayment Account or applied in repayment or prepayment of any of the Secured Obligations,
- (e) the *Transitional Services Agreement* (as defined in the Senior Facilities Agreement), and
- (f) any contract evidencing the SAG/Company Loan (as defined in the Senior Facilities Agreement).

7.2 Representations

Each Chargor represents to each Secured Party that:

- (a) all payments to it by any other party to a Relevant Contract to which it is a party are not subject to any right of set-off or similar right,
- (b) each such Relevant Contract is its legal, valid, binding and enforceable obligation;
- (c) it is not in default of any of its obligations under any such Relevant Contract;
- (d) there is no prohibition on assignment in any such Relevant Contract, and
- (e) its entry into and performance of this Deed will not conflict with any term of any such Relevant Contract.

7.3 Preservation

No Chargor may, without the prior consent of the Common Security Agent.

- (a) amend or waive any term of, or terminate, any Relevant Contract to which it is a party; or
- (b) take any action which might jeopardise the existence or enforceability of any such Relevant Contract

7.4 Performance

Each Chargor must:

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each Relevant Contract to which it is a party; and
- (b) supply the Common Security Agent and any Receiver with copies of each such Relevant Contract and any information and documentation relating to any such Relevant Contract requested by the Common Security Agent or any Receiver.

7.5 Notices of assignment

- (a) Subject to paragraph (b) below, each Chargor must in respect of each Relevant Contract
 - (i) promptly notify the Common Security Agent of the entry into any new Relevant Contract;
 - (ii) within five Business Days of the date of this Deed (but in relation to a Relevant Contract entered into after the date of this Deed, within 5 Business Days following a request by the Common Security Agent) serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract to which it is a party, and
 - (iii) use its reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Relevant Contracts)
- (b) For the avoidance of doubt, in relation to any hedging agreement which is a Relevant Contract, the requirement in paragraphs (a)(ii) and (a)(iii) above to serve a notice of assignment on each counterparty and to procure that each such party acknowledges that notice is applicable to the underlying ISDA Master Agreement and not to any individual trades which may take place under that ISDA Master Agreement.

8. INSURANCES

8.1 Rights

- (a) Subject to the rights of the Common Security Agent under paragraph (b) below, each Chargor must diligently pursue its rights under each of its insurances, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default under the terms of the Senior Facilities Agreement.
- (b) After this Security has become enforceable
 - (i) the Common Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its insurances;
 - (ii) each Chargor must take such steps (at its own cost) as the Common Security Agent may require to enforce those rights, this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor, and

- (iii) each Chargor must hold any payment received by it under any of its Relevant Insurances on trust for the Common Security Agent

8.2 Notice

Each Chargor must:

- (a) within five Business Days notify the Common Security Agent of the entry into any Relevant Insurance which is liable to be the subject of security,
- (b) within ten Business Days of the date of this Deed (but in relation to any Relevant Insurance entered into after the date of this Deed, within five Business Days following request by the Common Security Agent) give notice of this Deed to each of the other parties to each of the insurances by sending a notice substantially in the form of Part 1 of Schedule 5 (Forms of letter for Insurances), and
- (c) use its reasonable endeavours to procure that each such other party, as soon as practicable and within 30 Business Days of the date of the relevant notice, delivers a letter of undertaking to the Common Security Agent in the form of Part 2 of Schedule 5 (Forms of letter for Insurances).

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 Event of Default

This Security will become immediately enforceable if a Declared Default has occurred.

9.2 Discretion

Subject always to the terms of the Intercreditor Agreement, after this Security has become enforceable, the Common Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Primary Creditors may direct.

9.3 Power of sale

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

10. ENFORCEMENT OF SECURITY

10.1 General

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act as varied or amended by this Deed) will be immediately exercisable at any time after this Security has become enforceable
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Deed
- (c) Any restriction imposed by law on the Act restricting the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to this Security.
- (d) Any powers of leasing conferred on the Common Security Agent by law are extended so as to authorise the Common Security Agent to lease, make agreements for leases, accept surrenders

of leases and grant options as the Common Security Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act)

10.2 No liability as mortgagee in possession

Neither the Common Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

Each Receiver and the Common Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act), except that section 103 of the Act does not apply

10.4 Protection of third parties

No person (including a purchaser) dealing with the Common Security Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Obligations have become payable,
- (b) whether any power which the Common Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Primary Debt Documents, or
- (d) how any money paid to the Common Security Agent or to that Receiver is to be applied

10.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Common Security Agent may.
 - (i) redeem any prior Security Interest against any Security Asset;
 - (ii) procure the transfer of that Security Interest to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Common Security Agent, immediately on demand, the costs and expenses incurred by the Common Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

10.6 Contingencies

If this Security is enforced at a time when no amount is due under the Primary Debt Documents but at a time when amounts may or will become due, the Common Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of *suspense accounts* as it considers appropriate.

11. RECEIVER

11.1 Appointment of Receiver

- (a) Except as provided below, the Common Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Common Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Common Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986
- (e) The Common Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Common Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.2 Removal

The Common Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

11.3 Remuneration

The Common Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate imposed by any law (including under section 109(6) of the Act) will not apply.

11.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

11.5 Relationship with Common Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes

enforceable be exercised by the Common Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

12. POWERS OF RECEIVER

12.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986, and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

12.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

12.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit.

12.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

12.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

12.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

12.12 Delegation

A Receiver may delegate his powers in accordance with this Deed

12.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

12.14 Protection of assets

A Receiver may,

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

12.15 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) *use the name of any Chargor for any of the above purposes.*

13. APPLICATION OF PROCEEDS

- (a) Any moneys received by the Common Security Agent or any Receiver after this Security has become enforceable must be applied in accordance with the Intercreditor Agreement
- (b) This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor

14. DELEGATION

14.1 Power of Attorney

The Common Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

14.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Common Security Agent or any Receiver may think fit

14.3 Liability

Neither the Common Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

15. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Common Security Agent or a Receiver may require for

- (a) *creating, perfecting or protecting any security intended to be created by or pursuant to this Deed,*
- (b) *facilitating the realisation of any Security Asset;*
- (c) *facilitating the exercise of any right, power or discretion exercisable by the Common Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or*

- (d) creating and perfecting security in favour of the Common Security Agent (equivalent to the security intended to be created by this Deed) over any assets of any Chargor located in any jurisdiction outside England and Wales.

This includes:

- (i) the re-execution of this Deed;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Common Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

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

16. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Common Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

17. CHANGES TO THE PARTIES

The Chargor may not assign or transfer any of its rights or obligations under this Deed without the prior consent of the Common Security Agent.

18. PRESERVATION OF SECURITY

18.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

18.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred

18.3 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Party)

- (a) any time or waiver granted to, or composition with, any Obligor or other person;

- (b) any release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (f) any amendment of a Primary Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Primary Debt Document or other document or security,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Primary Debt Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Primary Debt Document; or
- (h) any insolvency or similar proceedings

18.4 Immediate recourse

- (a) Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Obligor or any other person before claiming from that Chargor under this Deed
- (b) *This waiver applies irrespective of any law or any provision of a Primary Debt Document to the contrary*

18.5 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of the Secured Obligations, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor will be entitled to the benefit of such moneys, security or rights; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under this Deed

18.6 Deferral of Chargors' rights

- (a) Unless the Security Period has expired or the Common Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its

obligations under this Deed or by reason of any amount being payable, or liability arising under this Deed

- (i) to be indemnified by an Obligor;
 - (ii) to claim any contribution from any Obligor of any Obligor's obligations under the Primary Debt Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Primary Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Primary Debt Documents by any Secured Party;
 - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has granted security under this Deed;
 - (v) to exercise any right of set-off against any Obligor; and/or
 - (vi) to claim or prove as a creditor of any Obligor in competition with any Secured Party.
- (b) If any Chargor receives any benefit, payment or distribution in relation to such rights, it must hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Primary Debt Documents to be repaid in full on trust for such Secured Party and must promptly pay or transfer them to the Common Security Agent or as the Common Security Agent may direct for application in accordance with this Deed

18.7 Release of Chargors' right of contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the Primary Debt Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Obligor arising by reason of the performance by any other Chargor of its obligations under the Primary Debt Documents, and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Primary Debt Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party under any Primary Debt Document or of any other security taken under, or in connection with, any Primary Debt Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor

18.8 Additional security

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

18.9 Security held by Chargor

No Chargor may, without the prior consent of the Common Security Agent, hold any security from any other Obligor in respect of that Chargor's liability under this Deed. Each Chargor will hold any security held by it in breach of this provision on trust for the Common Security Agent.

19. MISCELLANEOUS

19.1 Covenant to pay

Each Chargor must pay or discharge the Secured Obligations in the manner provided for in the Primary Debt Documents.

19.2 Tacking

Each Senior Lender must perform its obligations under the Primary Debt Documents (including any obligation to make available further advances).

19.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with a Chargor.
- (b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

19.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Primary Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

19.5 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Primary Debt Document.

20 RELEASE

At the end of the Security Period, the Secured Parties must, at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security.

21. CALCULATIONS AND CERTIFICATES

21.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by a Secured Party are prima facie evidence of the matters to which they relate.

21.2 Certificates and determinations

Any certification or determination by a Secured Party of a rate or amount under any Primary Debt Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates

22. PARTIAL INVALIDITY

If, at any time, any term of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed, or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed

23. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law and may be waived only in writing and specifically

24. COUNTERPARTS

This Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

25. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

26. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**)
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- (c) This Clause is for the benefit of the Secured Parties only. To the extent allowed by law:
- (i) no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (ii) the Secured Parties may take concurrent proceedings in any number of jurisdictions.

27. ADMINISTRATORS

- (a) The Administrators of each Chargor enter into this Deed as agents for or on behalf of that Chargor and neither they, their firm, partners, employees, representatives, agents or successors shall incur any personal liability whatever in respect of any of the obligations undertaken by that Chargor or in respect of any failure on the part of that Chargor to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Deed
- (b) The Administrators are party to this Deed in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Deed. The provisions contained in this Clause shall be in addition to and not in substitution for any right of indemnity or relief otherwise available to the Administrators.
- (c) Nothing in this Deed shall give rise to any debt or liability of that Chargor that is payable as an expense of an Administration (including pursuant to paragraph 99(4) of Schedule B1 to the Insolvency Act 1986) or be treated as or constitute an expense incurred by the Administrators in performing their functions in an Administration. The Common Security Agent irrevocably waives any rights it may have to argue to the contrary

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

CHARGORS

Name of Chargor	Jurisdiction of Incorporation	Registered number
Moorgate Industries 1 Limited (in administration) (formerly known as Stemcor Holdings 1 Limited)	England and Wales	08164949
Moorgate Industries Loans Limited (in administration) (formerly known as Stemcor Trade Finance Limited)	England and Wales	01947996

SCHEDULE 2
SECURITY ASSETS

MORTGAGED PROPERTY

(as defined in Clause 4.1)

Chargor	Freehold/Leasehold	Address	Title number

INVESTMENTS

Chargor	Name of company in which shares/ stocks / bonds or other securities are held	Name of nominee (if any) by whom shares / stocks / bonds or other securities are held	Class of shares / stocks / bonds or other securities held	Number of shares / stocks / bonds or other securities held

PLANT AND MACHINERY

(subject to a fixed charge under Clause 2.4)

Chargor	Description	Location	Identifying serial numbers (if applicable)

CHARGED ACCOUNTS

Chargor	Account Bank	Account Number	BIC	Branch
Moorgate Industries Loans Limited (in administration)	Barclays	[REDACTED] 35 74		London
Moorgate Industries Loans Limited (in administration)	Barclays	[REDACTED] 77 66		London
Moorgate Industries Loans Limited (in administration)	Barclays	[REDACTED] 82 66		London

RELEVANT CONTRACTS

(as defined in Clause 7.1)

Chargor	Description of contract (including date of contract and parties)

Chargor	Intercompany Loan	Outstanding balance as at 30 September 2015
Moorgate Industries Loans Limited (in administration)	Moorgate Industries Limited (in administration)	£196,912,139.16
Moorgate Industries Loans Limited (in administration)	Moorgate Industries Limited (in administration)	€8,886,741.44
Moorgate Industries Loans Limited (in administration)	Moorgate Industries Limited (in administration)	\$397,978,258.70
Moorgate Industries Loans Limited (in administration)	Stemcor Chhattisgarh Projects Limited	\$11,699,494.94

Chargor	Intercompany Loan	Outstanding balance as at 30 September 2015
Moorgate Industries Loans Limited (in administration)	Stemcor Iron Ore Holdings Limited	\$97,470,868 49

RELEVANT INSURANCE

(as defined in Clause 8.1)

Chargor	Description of policy (including policy number and insurance provider)

SCHEDULE 3
FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of the Chargor]

To. [Account Bank]

Copy. [Common Security Agent]

[Date]

Dear Sirs,

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the Chargor) have charged (by way of a fixed charge) in favour of [] (the Common Security Agent) all our rights in respect of any amount standing to the credit of the account maintained by us with you (Account no [] sort code []) (the Charged Account) and the debt represented by it

We irrevocably instruct and authorise you to disclose to the Common Security Agent any information relating to the Charged Account requested from you by the Common Security Agent.

We are not permitted to withdraw any amount from the Charged Account at any time [after the Common Security Agent has given notice to you that a Declared Default has occurred We are permitted to withdraw any amount from the Charged Account at any time prior to your receipt of such a notice from the Common Security Agent.]¹

[After the Common Security has given notice to you that a Declared Default has occurred,]² you shall (and we irrevocably instruct and authorise you to such effect)

- (a) comply with the terms of any written notice or instruction relating to the Charged Account received by you from the Common Security Agent;
- (b) hold all sums standing to the credit of the Charged Account to the order of the Common Security Agent, and
- (c) pay or release any sum standing to the credit of the Charged Account in accordance with the written instructions of the Common Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.


¹ Only to be included for non blocked accounts
² Only to be included for non-blocked accounts

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please confirm your agreement to the above by sending the attached acknowledgement to the Common Security Agent at [ADDRESS] with a copy to us.

Yours faithfully,


(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To [Common Security Agent]

Copy. [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] between []
and [] (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the **Chargor** to any amount standing to the credit of its account with us (Account no. [], sort code []) (the **Charged Account**) and the debt represented by it

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any other third party in the **Charged Account**;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the **Charged Account**, and
- (d) will not permit any amount to be withdrawn from the **Charged Account** by anyone other than you [at any time after you have notified us that a Declared Default has occurred.]¹

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

.
(Authorised signatory)

[Account Bank]

¹ Only to be included for non blocked accounts

SCHEDULE 4
FORMS OF LETTER FOR RELEVANT CONTRACTS
PART 1
NOTICE TO COUNTERPARTY

To [Contract party]

[Date]

Dear Sirs,

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [] (the Common Security Agent) all our rights in respect of [insert details of Contract] (the Contract)

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Common Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Common Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Common Security Agent or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Common Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Common Security Agent at [ADDRESS], with a copy to ourselves

Yours faithfully,

.

[Chargor]

(Authorised signatory)

PART 2

Acknowledgement of Counterparty

To: [Common Security Agent] as Common Security Agent

Copy: [Chargor]

[Date]

Dear Sirs,

We confirm receipt from [] (the **Chargor**) of a notice dated [] of an assignment on the terms of the Security Agreement dated [] of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**).

We confirm that, following receipt by us of notice from the Common Security Agent stating that the security has become enforceable, we will pay all sums due, and give notices, under the Contract as directed in that notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

.....

(Authorised signatory)

[Counterparty]

SCHEDULE 5

FORMS OF LETTER FOR INSURANCES

PART 1

FORM OF NOTICE OF ASSIGNMENT

(for attachment by way of endorsement to the insurance policies)

To. [Insurer]

[Date]

Dear Sirs,

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [] (the Common Security Agent) all amounts payable under or in connection with any contract of insurance taken out with you or by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts..

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of a Debtor to a third party

We confirm that

- (a) we will remain liable under [each] such contract of insurance to perform all the obligations assumed by us under the [that] contract of insurance; and
- (b) none of the Common Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [any] such contract of insurance

We will also remain entitled to exercise all our rights, powers and discretions under the [each] such contract of insurance, and you should continue to give notices under [each] such contract of insurance to us, unless and until you receive notice from the Common Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Common Security Agent or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate [any] such contract of insurance without the prior consent of the Common Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please note on the relevant contracts the Common Security Agent's interest as loss payee and the Common Security Agent's interest of those amounts and rights and send to the Common Security

Agent at [ADDRESS] with a copy to ourselves of the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Common Security Agent at [ADDRESS], with a copy to ourselves.

Yours faithfully,

.

[Chargor]

(Authorised signatory)

PART 2

FORM OF LETTER OF UNDERTAKING

To: [Common Security Agent]

Copy [The Parent]

[Date]

Dear Sirs,

Security agreement dated [] between [] and others
and [] (the Security Agreement)

We confirm receipt from [the Parent] on behalf of certain chargors (the Chargors) of a notice dated [] of an assignment by each Chargor upon the terms of the Security Agreement of all amounts payable to it under or in connection with any contract of insurance taken out with us by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of a Debtor to a third party

In consideration of your agreeing to the Chargors or any of them continuing their insurance arrangements with us we:

- 1 accept the instructions contained in the notice and agree to comply with the notice;
- 2 confirm that we have not received notice of the interest of any other third party in those amounts and rights;
- 3 undertake to note on the relevant contracts your interest as loss payee and as first priority assignee of those amounts and rights;
4. undertake to disclose to you without any reference to or further authority from the Parent or any of the [other]⁴ Chargors any information relating to those contracts which you may at any time request,
5. undertake to notify you of any breach by any Chargor of any of those contracts and to allow you or any of the other Secured Parties (as defined in the Security Agreement) to remedy that breach; and
- 6 undertake not to amend or waive any term of or terminate any of those contracts on request by the Parent or any of the [other]⁵ Chargors without your prior written consent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

⁴ Delete if the Parent is not a Chargor
⁵ Delete if the Parent is not a Chargor

SIGNATORIES

Chargors

EXECUTED as a DEED

By.

for and on behalf of MOORGATE
INDUSTRIES LIMITED (in administration)
as its agent and without personal liability

)
)
)
)

Signature of Joint Administrator

Name of Joint Administrator

in the presence of

Graine Drum

Signature of witness

Name of witness

Address of witness

ALLEN & OVERY LLP

www.allenoverly.com

Occupation of witness

SOLICITOR

Address

Fax

By

[[[

Name of Joint Administrator

Signature of witness

Address of witness

Occupation of witness

Fax:

Common Security Agent

GLAS TRUST CORPORATION LIMITED

By:

A black rectangular redaction mark covering the signature of the Common Security Agent.

BLAN CHERT

The MILL Administrators

EXECUTED as a DEED

By

for and on behalf of IAN DAVID GREEN, DAVID
JAMES KELLY and PAUL DAVID COPLEY
without personal liability and solely for the purpose
of receiving the benefit of the provisions of this
Deed in the MILL Administrators' favour

IAN DAVID GREEN

in the presence of

Graine Dunn

ALLEN & OVERY LLP

www.allenoverly.com

SOLICITOR

Signature of Joint Administrator

Name of Joint Administrator

Signature of witness

Name of witness

Address of witness

Occupation of witness

The MII Administrators

EXECUTED as a DEED)

By:)

for and on behalf of IAN DAVID GREEN,)
DAVID JAMES KELLY and PAUL DAVID)
COPLEY without personal liability and solely for)
the purpose of receiving the benefit of the)
provisions of this Deed in the MII)
Administrators' favour

Signature of Joint Administrator

Name of Joint Administrator

in the presence of

Signature of witness

Name of witness

Address of witness

ALLEN & OVERY LLP

www.allenoverly.com

Occupation of witness

Solicitor