

MG01

Particulars of a mortgage or charge



105286/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT**
You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

MONDAY



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L8EOUT01

04/04/2011

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COMPANIES HOUSE

1 Company details

Company number 0 7 3 8 1 6 7 4

Company name in full Sahaviriya Steel Industries UK Limited
(the "Company")

3 For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 2 4 0 3 2 0 1 1 ✓

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 A first legal mortgage dated 24 March 2011 created by the Company in
favour of The Royal Bank of Scotland Plc (the "Security Agent") as the
trustee for the Secured Parties (the "Deed")

4 Amount secured

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

Amount secured The Company has covenanted with the Security Agent
as trustee for the Secured Parties that it shall on
demand of the Security Agent discharge all
obligations which it may at any time have to the
Security Agent (whether for its own account or as
trustee for the Secured Parties) or any of the
other Secured Parties under or pursuant to the
Finance Documents (including the Debenture and any
Mortgage) including any liability in respect of any
further advances made under the Finance Documents,
whether present or future, actual or contingent
(and whether incurred solely or jointly and whether
as principal or as surety or in some other
capacity) and the Company shall pay to the Security
Agent when due and payable every sum at any time
owing, due or incurred by the Company to the
Security Agent

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name	The Royal Bank of Scotland Plc ✓						
Address	Level 5						
	135 Bishopgate, London						
Postcode	E	C	2	M	3	U	R
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	<p>In accordance with clause 2 of the Deed, the Company has charged with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property</p> <p>The deed contains a covenant on further assurance.</p> <p>Capitalised terms used in this MG01 and not defined herein have been defined in the Definitions Schedule</p>
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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP

X

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

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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 Ruth Robinson

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

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

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Amount secured

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

Amount secured

(whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, provided that neither such covenant nor the security constituted by the Debenture and any Mortgage shall extend to or include any liability or sum which would, but for the given proviso, cause such covenant or security to be unlawful or prohibited by any applicable law. (the "**Secured Obligations**")

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Short particulars

Definitions Schedule

"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Facility" means any facility made available by an Ancillary Lender in accordance with Clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement.

"Ancillary Lender" means each Lender which makes available an Ancillary Facility in accordance with Clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement.

"Arranger" means Krung Thai Bank Public Company Limited and The Siam Commercial Bank Public Company Limited as mandated lead arrangers

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Bangkok and (but only in relation to a day on which a payment in dollars is required) New York

"Charged Property" means all of the assets of the Company and the Parent which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (*Form of Compliance Certificate*) of the Senior Facilities Agreement.

"Debenture" means the debenture dated 22 March 2011 between the Company and the Security Agent

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

"Facility A" means Tranche A1 and Tranche A2.

"Facility B" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (111) of Clause 2 1 (*The Facilities*) of the Senior Facilities Agreement

"Facility" means Facility A, Facility B or the Revolving Facility

"Fee Letter" means:

(a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and the Company, or the Original Lender that is not also an Arranger and the Company (or the Agent and the Company or the Security Agent and the Company) setting out any of the fees referred to in Clause 14 (*Fees*); and

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(b) any agreement setting out fees payable to a Finance Party in connection with an Ancillary Facility as referred to in Clause 14.5 (*Interest, commission and fees on Ancillary Facilities*) or any other Finance Document.

"Finance Document" means the Senior Facilities Agreement, any Compliance Certificate, any Fee Letter, the Mandate Letter, any Ancillary Document, any Receipt of Loan, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Parent Guarantee, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, any Ancillary Lender or a Hedge Counterparty

"Hedge Counterparty" means any Original Lender which has become a Party as a Hedge Counterparty in accordance with Clause 25.8 (*Accession of Hedge Counterparties*) of the Senior Facilities Agreement and which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging liabilities and/or risks in relation to the Term Facilities

"Hedging Letter" means the letter dated 24 March 2011 and made between the Original Lenders and the Company relating to future hedging arrangements of the Company

"Intercreditor Agreement" means the intercreditor agreement dated 22 March 2011 and made between, among others, the Parent, the Company, the Lenders and the THB Lenders.

"Lender" means (a) any Original Lender; and (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 25 (*Changes to the Lenders*) of the Senior Facilities Agreement which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement

"Mandate Letter" means the mandate letter dated 24 February 2011 and made between, among others, the Parent, the Company and the Arranger in connection with the Facilities

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 2 (*Form of Legal Mortgage*) of the Debenture

"Mortgaged Property" means (a) the property specified in Schedule 1 (*Details of Mortgaged Property*) of the Deed (as appended at the end of

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this definitions schedule); and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights

"Original Lenders" means the financial institutions listed in Schedule 1 of the Senior Facilities Agreement

"Parent" means Sahaviriya Steel Industries Public Company Limited, a company incorporated in Thailand with registration number 0107537000688.

"Parent Guarantee" means the guarantee entered into on or about the date of the Senior Facilities Agreement by the Parent guaranteeing the obligations of the Company under the Finance Documents

"Party" means a party to the Senior Facilities Agreement.

"Real Property" means (a) any freehold, leasehold or immovable property, (including the freehold and leasehold property in England and Wales specified in the relevant Transaction Security Document), and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receipt of Loan" means a receipt substantially in the form set out in Schedule 10 (*Form of Receipt of Loan*) of the Senior Facilities Agreement.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Related Rights" means, in relation to any asset (a) the proceeds of sale of any part of that asset; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and (d) any monies and proceeds paid or payable in respect of that asset.

"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (iv) of Clause 2.1 (*The Facilities*)

"Secured Parties" means each Finance Party from time to time party to the Senior Facilities Agreement and any Receiver or Delegate.

"Security" 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

"Senior Facilities Agreement" means the US\$600,000,000 senior facilities agreement dated 16 March 2011 made between, amongst others, the Company as borrower, the Arranger, the Original Lenders, the Agent and the Security

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Agent as amended, varied, novated or supplemented from time to time.

"Term Facility" means Facility A or Facility B

"THB Facilities Agreement" means a THB 23,900,000,000 facilities agreement dated 24 February 2011 and made between, among others, the Parent as Company, the original lenders named therein, Krung Thai Bank Public Company Limited as agent and The Siam Commercial Bank Public Company Limited as security agent

"THB Lenders" means the lenders under the THB Facilities Agreement

"Tranche A1" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a) of Clause 2.1 (The Facilities) of the Senior Facilities Agreement.

"Tranche A2" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (11) of Clause 2.1 (The Facilities) of the Senior Facilities Agreement

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Schedule 2 (Condition Precedent) of the Senior Facilities Agreement together with any other document entered into by the Company or the Parent creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Company or the Parent under any of the Finance Documents

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

"Utilisation Request" means a notice substantially in the relevant form set out in Schedule 3 (Utilisation Request) of the Senior Facilities Agreement.

SCHEDULE 1 (to the Deed) DETAILS OF MORTGAGED PROPERTY

Date	Property	Parties
22 June 2004	Lease of rights for outfall and diffuser pipes on/under the foreshore and bed of River Tees at Redcar Steel Works	(1) Her Majesty The Queen (2) The Crown Estate Commissioners, and (3) Corus UK Limited

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22 June 2004	Lease of rights for outfall on/under foreshore and bed of the sea at the mouth of the River Tees at Redcar and Cleveland	(1) Her Majesty The Queen (2) The Crown Estate Commissioners, and (3) Corus UK Limited
25 April 2001	Lease of easement in respect of one 24-inch diameter gas main attached to Corus's flyover bridge crossing over the railway line near Grangetown	(1) Railtrack plc (2) Corus UK Limited
21 May 2001	Lease of easement at Grangetown re one 66k - electricity cable attached to Corus's flyover bridge crossing the railway line	(1) Railtrack plc (2) Corus UK Limited
25 April 2001	Lease of easement at Southbank, Middlesbrough in respect of one 9-inch water pipe	(1) Railtrack plc (2) Corus UK Limited
25 April 2001	Lease of easement at Southbank, Middlesbrough in respect of a steel pipe bridge carrying two 27-inch diameter gas effluent pipes	(1) Railtrack plc (2) Corus UK Limited
25 April 2001	Lease of easement at Grangetown (also known as South Bank), Middlesbrough in respect of one 6-inch diameter water pipe	(1) Railtrack plc (2) Corus UK Limited
25 April 2001	Lease of easement at Grangetown, Middlesbrough in respect of one 6-inch diameter water pipe	(1) Railtrack plc (2) Corus UK Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7381674
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 24
MARCH 2011 AND CREATED BY SAHAVIRIYA STEEL
INDUSTRIES UK LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK
OF SCOTLAND PLC (AS TRUSTEE FOR THE SECURED PARTIES)
OR ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 4 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 APRIL 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES