

MR04

Statement of satisfaction in full or in part of a charge

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Please go to www.companieshouse.gov.uk

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☒ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP
LL MR04



A17 22/03/2014 #130

SATURDAY

1 Company details

Company number ☒ 0 0 7 5 9 9 9 1

Company name in full ☒ Eurosteel Products Limited

23

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation ①

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

① **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date ☒ 1 ☒ 2 ☒ 0 ☒ 7 ☒ 2 ☒ 0 ☒ 1 ☒ 1

② **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description ☒ A Security Agreement dated 12 July 2011 between the
Chargors and Natixis S A (the **Security Agent**) as
agent and trustee for the Finance Parties (the
Security Agreement)

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

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A3

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
	1 As security for payment of the Secured Liabilities the Chargors charge to the Security Agent	
✓	1 1 by way of fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it,	
✓	1 2 by way of a floating charge all of its assets (other than the assets subject to the Maximum Trade Finance Indebtedness) not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause	
	(a) Except as provided in sub-paragraph (b) below, the Security Agent may by notice to the Chargors convert the floating charge created by the Chargors under Clause 1 2 into a fixed charge as regards any of that Chargors' assets specified in that notice, if <ul style="list-style-type: none"> (i) an Event of Default is outstanding, or (ii) the Security Agent 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 	
	(b) The floating charge created by Clause 1 2 may not be converted into a fixed charge solely by reason of <ul style="list-style-type: none"> (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	
	(c) The floating charge created by Clause 1 2 will automatically convert into a fixed charge over all of the Chargors' assets <ul style="list-style-type: none"> (i) If an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, (ii) If the Company creates or attempts to create security over all or any of the Security Assets (other than security which is permitted in accordance with the Finance Documents), (iii) Upon crystallisation of any other floating charge over the Security Assets, or (iv) In any other circumstances prescribed by law 	
	2 The Chargors have agreed that it may not	
	2 1 create or permit to subsist any security interest on any Security Asset,	

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A3

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
2 2	sell, transfer, licence, lease or otherwise dispose of any Security Asset, or
2 3	except with the prior consent of the Security Agent, withdraw any moneys (including interest) standing to the credit of any Restricted Account except as expressly allowed under the Credit Agreement
3	<p>In this MG04 form</p> <p>Account Bank has the meaning given in the Credit Agreement,</p> <p>Blocked Account has the meaning given in the Credit Agreement</p> <p>Chargors means Eurosteel Products Limited, Samac Steel Supplies plc, Steel Plate and Sections Limited, Stencor Special Steels Limited and Barclay & Mathieson Limited</p> <p>Credit Agreement means the £115,000,000 credit agreement dated 12 July 2011 between (among others) the Chargors and the Security Agent,</p> <p>Event of Default has the meaning given in the Credit Agreement,</p> <p>Finance Documents has the meaning given in the Credit Agreement,</p> <p>Finance Party has the meaning given in the Credit Agreement,</p> <p>Limited Recourse Trade Finance Indebtedness has the meaning given in the Credit Agreement,</p> <p>Maximum Trade Finance Indebtedness means the Short-Term Trade Finance Indebtedness plus the Limited Recourse Trade Finance Indebtedness,</p> <p>Restricted Account means the Blocked Accounts and includes</p> <p style="padding-left: 40px;">(a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and</p> <p style="padding-left: 40px;">(b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes,</p> <p>Security Assets means all assets of each Chargor the subject of any security created by the Security Agreement,</p>

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to any Finance Party under each Finance Document to which a Chargor is a party, except for any obligation which, if it were so included, would result in this Deed contravening Section 678 or 679 of the Companies Act 2006

Short-Term Trade Finance Indebtedness has the meaning given in the Credit Agreement

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

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① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

✓ ☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Laura

Surname

Hingley

Please give the address of the person delivering this statement

Building name/number

The St Botolph Building

Street

138 Houndsditch

Post town

London

County/Region

Greater London

Postcode

E C 3 A 7 A R

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor

C3

Signature

Please sign the form here

Signature

Signature

X  X

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

Contact name **Laura Hingley**Company name **Clyde & Co LLP**Address **The St Botolph Building****138 Houndsditch**Post town **London**

County/Region

Postcode

E	C	3	A		7	A	R
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Country **United Kingdom**DX **160030 LIME STREET 5**Telephone **+44 (0) 20 7876 5000****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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
- ☐ You have given the details of the person delivering this statement in Section C2
- ☐ You have signed the form

**Important information**

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

**Where to send**

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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

**Further information**

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

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