

MG01

Particulars of a mortgage or charge

Oyez

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



LD2

LKYV9MB4

06/08/2010

301

COMPANIES HOUSE

1

Company details

Company number 01860172

Company name in full CAPARO MERCHANT BAR PLC

2

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 30/07/2010

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 debenture dated 30 July 2010 granted by Caparo Merchant Bar Plc (the
Chargor) in favour of Barclays Bank Plc (the **Lender**) dated 30 July 2010
(the **Debenture**)

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Amount secured

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

Amount secured

All the Chargor's liabilities to the Lender of any
kind and in any currency (whether present or
future, actual or contingent, whether as principal
or surety and whether incurred alone or jointly
with another) under the Barclays Finance Documents
including principal, interest, commission, fees and
other charges (the **Secured Liabilities**)

Please see continuation sheet for definitions

Continuation page

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

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

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

Name	BARCLAYS BANK PLC
Address	BARCLAYS CORPORATE, PO BOX 10284, ONE SNOWHILL SNOW HILL QUEENSWAY, BIRMINGHAM, UK
Postcode	B 3 2 W E
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

As a continuing security for payment of the Secured Liabilities the Chargor (with full title guarantee) charged to the Lender

By way of separate first fixed charges.

- i) the Land;
- ii) the Accounts,
- iii) the Assets,
- iv) all the goodwill and uncalled capital of the Chargor, present or future,
- v) the Securities,
- vi) the Insurances;
- vii) the Intellectual Property,
- viii) the Debts,
- ix) the Asset Contracts;
- x) the Other Claims,
- xi) the Non-Vesting Debts
- xii) the Loose Plant and Equipment, and
- xiii) the Rents, and

By way of first floating charge all of its Assets

The floating charge created by the Chargor under the Debenture is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Debenture

Continuation page

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

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigned absolutely by way of security to the Lender</p> <p>1)all its rights in any policies of Insurance, including the proceeds of any claims under such policies, and</p> <p>11) all its rights in any Asset Contracts, including any and all damages, compensation, remuneration, profit or income which the Chargor may derive from such Asset Contracts or be awarded or entitled to in respect of such Asset Contracts</p> <p>The Chargor covenanted not, without the prior written consent of the Lender:</p> <p>1) to create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets other than a Permitted Encumbrance,</p> <p>11) to part with or dispose of the whole or any part of any of the Assets assigned or charged from time to time by way of assignment, fixed charge or mortgage (or expressed to be mortgaged, charged or assigned) pursuant to the Debenture,</p> <p>111) to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern, or</p> <p>1v) to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of any Land or any part of it or permit such a lease or licence to be assigned or forfeited</p> <p>The Chargor shall, at its own expense, take whatever action the Lender or a Receiver may require or consider expedient for (acting in accordance with the terms of the Intercreditor Deed)creating, perfecting or protecting any Security intended to be created by or pursuant to the Debenture, facilitating the realisation of any Asset on and after the occurrence of an Enforcement Event, creating and perfecting security in favour of the Lender over the Assets located in any jurisdiction outside England and Wales; or facilitating the exercise of any right, power or discretion exercisable by the Lender or any Receiver in respect of any Asset including</p> <p>1)the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee, and</p> <p>11) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Lender may think expedient</p>	

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
		<p>After the Debenture becomes enforceable or if the Lender considers that such conversion is desirable to protect the value of the Asset or the priority of the Security, the Lender may from time to time by notice in writing to the Chargor convert any floating charge created by the Debenture into a fixed charge in respect of any Assets which are specified in any such notice Any such floating charge shall automatically be converted into a fixed charge in respect of any Assets, immediately prior to the Chargor agreeing or resolving to create any Encumbrance over those Assets in favour of any other person other than a Permitted Encumbrance, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Chargor's business as a going concern</p>

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Defined Terms</p> <p>Account means any account held by the Chargor with the Lender and all Related Rights and any other account so designated by the Chargor and the Lender</p> <p>Assets means all the undertaking, property and assets (including all receivables, inventory, raw materials, stock-in-process and finished goods) of the Chargor whatsoever and wheresoever present or future</p> <p>Asset Contracts means all the rights of the Chargor now or in the future arising out of or in connection with any agreement</p> <p>(a) for the acquisition of any property (real or personal) by the Chargor including without limitation any option to acquire property, or</p> <p>(b) for the hire, hire purchase, lease or loan of any property (real or personal) to the Chargor,</p> <p>Barclays CMB MOF means the multi option facility between the Lender and the Chargor dated on or about the date of the Debenture</p> <p>Barclays CMB Receivables Financing means the sales ledger finance agreement between the Chargor and Lender dated on or about the date of the Debenture.</p> <p>Barclays Debenture means the debenture to be granted by the Chargor in favour of the Lender on or about the date of the Debenture</p> <p>Barclays Finance Documents means</p> <p>(a) Barclays CMB Receivables Financing;</p> <p>(b) Barclays CMB MOF;</p> <p>(c) the Intercreditor Deed,</p> <p>(d) Barclays Legal Mortgage,</p> <p>(e) Debenture,</p> <p>(f) Barclays IP Mortgage, and</p> <p>(g) any other document designated by Barclays as a "Finance Document" for the purposes of the Barclays Facilities Agreement and pursuant to the Intercreditor Deed or a "Barclays Finance Document", each pursuant to the Intercreditor Deed</p> <p>Barclays Legal Mortgage means the legal mortgage granted by the Chargor to the Lender on or about the date of the Debenture</p>	

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>Barclays Legal Mortgage means the legal mortgage granted by the Chargor to the Lender on or about the date of the Debenture</p> <p>Barclays IP Mortgage means the mortgage of trademarks granted by the Chargor to the Lender on or about the date of the Debenture</p> <p>BSF Debts means Supply Debts purchased by the Lender under a Sales Finance Agreement (if the Chargor is a party to a Sales Finance Agreement) (unless re-assigned by the Lender to the Chargor)</p> <p>Debts means all book and other debts (other than BSF Debts) and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person) and all Related Rights, whenever payable and whether liquidated or unliquidated, certain or contingent, including without (i) limitation credit balances on any account at any bank or financial institution and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt and (ii) all sums owing by the Lender to the Chargor under a Sales Finance Agreement, but excluding Non-Vesting Debts and BSF Debts</p> <p>Encumbrance means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Chargor's business</p> <p>Enforcement Event means an event specified as such in the Debenture</p> <p>Fixed Plant and Equipment means all plant, machinery, or equipment of any kind which does not for any reason constitute a fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land and building, whether or not it is removable or intended to form part of the land or building and all associated warranties and maintenance contracts</p> <p>Fixtures means all things of any kind now or at any time affixed to land for any purpose including without limitation trade and tenants' fixtures which do not constitute Fixed Plant and Equipment</p> <p>Insurances means all the right, title and interest of the Chargor, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof</p>	

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Short particulars	<p>Intellectual Property means all the right, title and interest of the Chargor (now or in the future) in or to any of the following</p> <p>(a) any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above;</p> <p>(b) any invention, copyright, design right, database right or performance right,</p> <p>(c) any trade secrets, know-how, confidential information, domain name or business name, and</p> <p>(d) the benefit of any agreement or licence for the use (by the Chargor and any other person) of any such right</p> <p>Intercreditor Deed means the intercreditor deed dated on or about the date of the Debenture between the Lender, the Chargor, Bank of Baroda, and the Pension Trustee</p> <p>IP Mortgage means the intellectual property mortgage dated on or about the date of the Debenture between the Chargor and the Lender.</p> <p>Land means any estate, right or interest of the Chargor in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land save the freehold property known as 1 Rod Mill, Appleby-Frodingham Works, Rod Mill Road, Scunthorpe as the same is registered at the Land Registry with title number HS225193 which is the subject of the Legal Mortgage</p> <p>Legal Mortgage means the legal mortgage dated on or about the date hereof between the Chargor and the Lender creating security interests over freehold property owned by the Chargor in favour of the Lender,</p> <p>Loose Plant and Equipment means all plant, machinery, equipment, motor vehicles, furniture, furnishings, tools and other chattels now or at any time owned by the Chargor including all associated warranties and maintenance contracts which is not a Fixture or Fixed Plant and Equipment and all associated warranties and contracts</p>	

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Short particulars

Non-Vesting Debts means all Supply Debts of the Chargor which do not, for any reason, vest absolutely and effectively in the Lender from time to time together with the Supply Debt Related Rights to such Supply Debts and the proceeds of such Supply Debt Related Rights.

Other Claims means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Chargor capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Debenture excluding only Non-Vesting Debts. For the avoidance of doubt, BSF Debts are not Other Claims.

Pension Trustee means Caparo Pensions Scheme Trustees Limited in its capacity as trustee for the Caparo 1988 Pension Scheme

Permitted Encumbrance means any Encumbrance created by the Chargor pursuant to the Debenture, the IP Mortgage or to the Legal Mortgage or any Encumbrance created in favour of the Lender, the Bank of Baroda or the Pension Trustee which is subject to the Intercreditor Deed.

Receiver means any receiver appointed under the Debenture in respect of the Security Assets, and, where more than one receiver has been appointed, each of them

Related Rights means, in relation to any asset

(a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;

(b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;

(c) the proceeds of sale of all or any part of that asset, and

(d) any other moneys paid or payable in respect of that asset

Rents means any sum payable to the Chargor (and any right to recover any such sum) -

(a) by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land, and

(b) by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel

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Short particulars	<p>Sales Finance Agreement means any sales finance agreement entered into between the Chargor and the Lender from time to time (as amended, varied, substituted or replaced from time to time)</p> <p>Securities means all the right, title and interest of the Chargor, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person</p> <p>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</p> <p>Supply Debt Related Rights means, in relation to any Supply Debts or returned goods of the Chargor, any of the following</p> <ul style="list-style-type: none"> 1) all the Chargor's rights at law as an unpaid vendor or under a contract of sale but without any obligation on the Lender to complete a contract of sale, 11) the benefit of all insurances, 111) all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities, 1v) all the Chargor's rights to any ledger, computer or electronic data or materials or document recording or evidencing a Supply Debt or its Supply Debt Related Rights, and v) all returned goods being goods relating to or purporting to comply with a contract of sale which any debtor shall for any reason <ul style="list-style-type: none"> a) reject or give notice of rejection, or b) return or attempt to or wish to return to the Chargor or the Lender, or c) which the Chargor or the Lender recovers from a debtor; <p>Supply Debts means any obligation due to the Chargor under a contract between the Chargor and a third party for the supply of goods or the provision of services or work done and materials supplied or hiring (including any tax or duty payable), whether present, future or contingent, and all its Supply Debt Related Rights, a Supply Debt, where the context permits, includes part of such obligation or part of such Supply Debt Related Rights</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

N/A

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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Signature

Please sign the form here

Signature

Signature

X *Frostfield Brothers Dwyer* 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	Angus Lennox
Company name	FRESHFIELDS BRUCKHAUS DERINGER LLP
Ref	AJG 007450-0465
Address	65 FLEET STREET
	LONDON
	ENGLAND
Post town	UNITED KINGDOM
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 LONDON/CHANCERY LANE
Telephone	020 7936 4000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

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

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

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



Further information

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1860172
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JULY 2010
AND CREATED BY CAPARO MERCHANT BAR PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE LENDER ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 6 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2010

D K



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES