

# MR01

## Particulars of a charge

349151/13



Companies House

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](http://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 M

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)  
COMPANIES HOUSE

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

☒ You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record

TUESDAY



A07

\*A30JQTUP\*

28/01/2014

#53

COMPANIES HOUSE

For official use

### 1 Company details

Company number 0 2 3 6 6 8 1 2  
Company name in full MINMETALS IRON & STEEL UK LTD

**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 0 8 0 9 2 0 1 4

### 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 HSBC BANK PLC

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

**MRO1**  
Particulars of a charge

<b>4</b>	<b>Description</b> Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description		
<b>5</b>	<b>Fixed charge or fixed security</b> Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

MR01

Particulars of a charge

8

**Trustee statement <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X

for HSBC Bank plc  
Securities Processing Centre  
Griffin House



X

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

11 Silver Street Head  
Wandsworth S1 3GG

Manager

MR01

Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name **HSBC BANK PLC**

**FAO TIM CRAPPER**

Address **SECURITIES PROCESSING**

**PO BOX 3924**

Post town **SHEFFIELD**

County/Region **SOUTH YORKSHIRE**

Postcode **S 1 9 B D**

Country **UNITED KINGDOM**

DX **712350 SHEFFIELD 19**

Telephone **08456 035366**



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MR01 - continuation page

### Particulars of a charge

4

#### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2366812

Charge code: 0236 6812 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2014 and created by MINMETALS IRON & STEEL UK LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2014.

Given at Companies House, Cardiff on 29th January 2014




**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*DX*

Dated 8 January 2014   
~~December 2013~~

to

HSBC Bank plc

---


## ASSIGNMENT

---

Save for the material redacted pursuant to  
s.859G of the Companies Act 2006,  
We hereby certify this is a true and  
accurate copy of the original document.  
For and on behalf of HSBC Bank plc.



RESTRICTED

THIS ASSIGNMENT made by deed the 8<sup>th</sup> day of January 2014 ~~December 2013~~ 

BETWEEN Assignor Minmetals Iron & Steel UK Ltd ("you")

and HSBC BANK PLC ("the Bank")

WITNESSES as follows

**Meaning of certain words**

- 1 (a) "the Bank" means HSBC Bank plc and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Assignment
- (b) "you" means the Assignor named above, and words such as "your", "yours", etc should be read in this way If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly
- (c) "Assignment" means this Deed
- (d) "Assigned Contracts" means (i) any contract between the Company and a purchaser of commodities in respect of which the Bank issued a letter of credit, guarantee or other similar instrument to the Company's supplier pursuant to its facility agreement with the Company dated 18 January 2013 (as the same may be amended, restated or supplemented from time to time), (ii) any letter of credit, guarantee or other similar instrument issued in favour of the Company in respect of the obligations of the purchaser of those commodities from the Company, and (iii) any other contract or instrument that is designated as such by the Company and the Bank
- (e) "Rights" means all right, title, benefit, proceeds and interest of the Company, whether present or future, proprietary, contractual or otherwise, arising out of, in, to, under or in connection with the Assigned Contracts

**The Main Subject Matter of this Assignment**

- 2 This Assignment is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt")
- 3 The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank

This includes, but is not limited to

- (a) overdrafts, personal and other loans or facilities and further advances of money including the facility agreement referred to in clause 1 (d) above,
  - (b) guarantees and indemnities to the Bank and any of your other contingent liabilities,
  - (c) discount, commission and other lawful charges and expenses,
  - (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,
  - (e) money agreed to be paid by you under clause 20 below
- 4 The Debt does not include any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank

RESTRICTED - 2



- 5 You agree that any of the Debt which is in Sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise

***Assignment and Reassignment***

- 6 With full title guarantee, you, and if there is more than one of you, each of you, hereby assign the Rights to the Bank absolutely **provided that** if the Debt is repaid to the Bank and the Bank is no longer under any obligation to provide any loan, credit, financial accommodation or other facility to you, the Bank will reassign the Rights to you on your request

**What you agree in relation to the Rights**

***Notices of Assignment***

- 7 You agree that the Bank may at any time following the assignment of an Assigned Contract pursuant to this Assignment, if the Bank considers such action is necessary or desirable to protect its security, notify the relevant Counterparty of such assignment

***Obligations in respect of the Contract and the Rights***

- 8 You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way

***About the Rights***

- 9 You confirm to the Bank that you are the beneficial owner of the Rights free from any mortgage, lien, charge, pledge, security or other interest affecting them and that the Rights are now and will remain until such time as they are reassigned to you free from any mortgage, lien, charge, pledge, security or other interest affecting them other than this Assignment in favour of the Bank
- 10 You confirm to the Bank that at the execution of this Assignment you are not aware of any claim or proceedings current or threatened which might materially affect the Rights and you undertake that if you become aware of any claim or proceedings you will notify the Bank in writing immediately
- 11 You must use your best endeavours to enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which the Bank reasonably requires for the purpose of enforcing your rights in respect of the Rights
- 12 You will, if the Bank reasonably requires, provide to the Bank complete copies of the Contract and such other information as the Bank may reasonably require from time to time in relation to it
- 13 You must do everything necessary to help the Bank to

(i) confirm or protect its interest in the Rights, and

(ii) exercise any of its rights under this Assignment

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires

***Mortgagee in Possession***

- 14 The Bank shall not be accountable as a mortgagee in possession in respect of the Rights nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Rights and all costs, charges and expenses incurred by the Bank (including the costs of any proceedings in relation to this Assignment or the Debt) shall be paid by you on a full indemnity basis

***Power of Attorney***

- 15 You, and if there is more than one of you, each of you, irrevocably appoint the Bank as your agent and attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank may think fit to

- a) collect and get in any monies due in respect of the Rights and for that purpose make demand and take legal proceedings,
- b) sell or assign the benefit of the Rights,
- c) make any compromise or arrangement in respect of the Rights,
- d) do all such other acts and things as the Bank may consider to be incidental to or assist with any of the matters or powers set out above

The Bank shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them

16 This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971

***Adjustments to Law of Property Act powers and restrictions***

17 The Bank's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law

18 The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment

***Making good your defaults***

19 If at any time you fail to comply with any of your obligations under this Assignment, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation

**Payment of the Bank's Fees, Expenses and Costs**

- 20 (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to this Assignment into effect or in the exercise of any rights, remedies or powers under this Assignment
- (b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand

**Independence and duration of this Assignment**

- 21 (a) This Assignment is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt
- (b) No prior security held by the Bank over the Rights shall merge with the security created by this Assignment
- (c) This Assignment remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until the Bank reassigns the Rights to you

**The Bank's powers to deal with Accounts and Money received**

- 22 (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Rights, the Bank may open a new account or accounts for you. If the Bank does not do so, then all payments made to the Bank after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt
- (b) If the Bank has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or the Bank receives any notice mentioned in (a) above, the Bank may at any time,

without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer.

- (c) If the Bank has any other mortgage or charge over the Rights, the Bank shall have an absolute discretion in the appropriation of any money received under this Assignment or under the other mortgage or charge.

- 23 All money received by the Bank under or as a result of this Assignment may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.

#### **Waiver of set-off**

- 24 You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt.

#### **Currency Conversion**

- 25 The Bank may convert any money received under this Assignment from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

#### **Dealings with You and Third Parties**

- 26 The Bank may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt.

#### **Notices, Governing Law and Jurisdiction**

- 27 Any demand, notice or proceeding under this Assignment may be served
- (a) by letter, sent by first class post to, or left at, your last known address or registered office and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered, or
  - (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.
- Service on any one of you (where there is more than one of you) is deemed to be service on all of you. Any demand or notice may be signed by any manager or officer of the Bank.
- 28 (a) This Assignment (and any non-contractual obligations arising out of or in connection with it) shall be governed and construed in accordance with the laws of England.
- (b) You and the Bank submit to the non-exclusive jurisdiction of the Courts of England.

#### **Disclosure of Information**

- 29 You consent to the disclosure by the Bank of any information about you, this Assignment, the Contract, the Rights or the Debt to
- (a) any person to whom the Bank proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt,
  - (b) any person with whom the Bank proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt,
  - (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents, or

- (d) any other person, if required or permitted by law to do so

#### **Transfer of Rights**

- 30 (a) The Bank may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time
- (b) If the Bank sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Assignment will stay exactly the same
- (c) You will be bound to any person to whom the Bank sells, assigns or transfers any such rights. That person will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person
- (d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations
- (e) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any part of its rights under this Assignment
- (f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of the Bank
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above
- (i) the term **transfer** means sale, assignment and/or transfer,
  - (ii) the term **rights** means rights, benefits and/or obligations, and
  - (iii) the term **person** means any person, trust, fund or other entity

#### **The Bank's written consent and reasonable requirement**

- 31 (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect
- (i) the Bank's security under this Assignment and the Bank's ability to enforce this Assignment,
  - (ii) the value of the Rights and the Bank's ability to collect any monies which may become payable in respect of them
  - (iii) the Bank's ability to recover the Debt, or
  - (iv) the assessment of the value of this Assignment as an asset of the Bank
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in
- (i) the preservation of the Bank's security under this Assignment or the value of the Rights or
  - (ii) the Bank's ability to recover the Debt

#### **Severance and Modification - Unenforceability**

- 32 (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents



- (c) If this Assignment is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Assignment


**Interpretation**

33 In this Assignment


- (a) the headings are used for guidance only,
- (b) any reference to a person includes a body corporate,
- (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force,
- (d) references to the singular include the plural and vice versa

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Assignor and is now delivered on the date mentioned above

Signed as a deed by the Assignor acting by

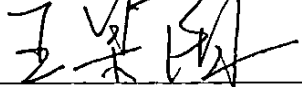
Signature  Director

Name in full YI PENG  
(Block letters)

Signature  Director/Secretary

Name in full JEANETTE O CONNOR  
(Block letters)

For and on behalf of HSBC Bank plc



27

28