



Registration of a Charge

Company name: **STEMCOR SPECIAL STEELS LIMITED**

Company number: **05045017**



X645L1C9

Received for Electronic Filing: **11/04/2017**

Details of Charge

Date of creation: **06/04/2017**

Charge code: **0504 5017 0014**

Persons entitled: **ASHETON CAPITAL LIMITED (AS SECURITY AGENT)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GUNNERBLOOM LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5045017

Charge code: 0504 5017 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th April 2017 and created by STEMCOR SPECIAL STEELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2017 .

Given at Companies House, Cardiff on 12th April 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 6th April 2017

- (1) TEDSTONE HOLDINGS LIMITED AND OTHERS
- (2) ASHETON CAPITAL LIMITED (as Security Agent)

COMPOSITE GUARANTEE AND DEBENTURE

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THIS COMPOSITE GUARANTEE AND DEBENTURE IS MADE ON 6th April 2017

BY:

THOSE ENTITIES whose details are set out in Schedule 1 to this Composite Guarantee and Debenture (each an "Obligor" and together the "Obligors")

IN FAVOUR OF:

ASHETON CAPITAL LIMITED (company number 09194562) whose registered office is at 4th Floor 7/10 Chandos Street, London, W1G 9DQ as security trustee for the Secured Parties (as defined in the Facility Agreement defined below) (the "Security Agent")

WHEREAS:

- (A) Each Obligor enters into this Composite Guarantee and Debenture in connection with the Facility Agreement.
- (B) The board of directors of each Obligor is satisfied that the giving of the guarantees and security contained or provided for in this Composite Guarantee and Debenture is in the interests of that Obligor and has passed a resolution to that effect.

This witnesses as follows:

1 DEFINITIONS

- 1.1 Terms defined in the Facility Agreement shall, unless otherwise defined in this Composite Guarantee and Debenture have the same meanings when used in this Composite Guarantee and Debenture and in addition in this Composite Guarantee and Debenture:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of each of the Obligors

"Borrower" means TEDSTONE HOLDINGS LIMITED (company number 10607947)

"Composite Guarantee and Debenture" means the composite guarantee and debenture constituted by this deed

"Event of Default" has the meaning given to it in the Facility Agreement

"Facility Agreement" means the Facility Agreement entered or to be entered into on or about the date of this deed between (among others) the Borrower, Asheton Capital Limited (as Security Agent) and Asheton Capital Limited (as Agent)

"Guarantee" means the guarantee set out at clause 2.2 of this Composite Guarantee and Debenture which is given subject to and with the benefit of the guarantee provisions in Schedule 3

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984

"properties" means at any time any freehold, commonhold, heritable and/or leasehold properties of each of the Obligor at that time

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to this Composite Guarantee and Debenture in respect of an Obligor over all or any of the Assets charged by this Composite Guarantee and Debenture

"Release Date" means the date on which the Security Agent releases the Obligor from the Guarantee in accordance with clause 18

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to any Secured Party including, without limitation, under the Finance Documents or otherwise (including this Composite Guarantee and Debenture) in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under any of the Finance Documents, together with all expenses and all interest

"Security Trust Deed" means the security trust deed entered or to be entered into by the Agent and the Security Agent in favour of the Secured Parties.

1.2 References to:

- 1.2.1 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 1.2.2 "control" of any company shall be interpreted in accordance with Section 1124 of the Corporation Tax Act 2010;
- 1.2.3 "including" shall not be construed as limiting the generality of the words preceding it;
- 1.2.4 this Composite Guarantee and Debenture shall include the Schedules to it;
- 1.2.5 any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Composite Guarantee and Debenture;
- 1.2.6 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.2.7 this Composite Guarantee and Debenture and any provisions of it or any other document referred to in this Composite Guarantee and Debenture shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;

- 1.2.8 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
 - 1.2.9 any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
 - 1.2.10 clause headings are for ease of reference only and are not to affect the interpretation of this Composite Guarantee and Debenture; and
 - 1.2.11 the "Security Agent" and the "Agent" means Asheton Capital Limited and its successors and assignees.
- 1.3 The terms of the documents under which the Secured Liabilities arise and of any side letters in relation to the Secured Liabilities are incorporated into this Composite Guarantee and Debenture to the extent required for any purported disposition of the Assets (or any of them) contained in this Composite Guarantee and Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 COVENANT TO PAY AND GUARANTEE

- 2.1 Each Obligor covenants with the Security Agent (as security trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.
- 2.2 Each Obligor irrevocably and unconditionally jointly and severally:
- 2.2.1 guarantees to the Security Agent (as security trustee for the Secured Parties) punctual payment, performance and discharge by each other Obligor of the Secured Liabilities;
 - 2.2.2 undertakes to the Security Agent (as security trustee for the Secured Parties) that whenever another Obligor does not pay any amount or perform or discharge any obligation in respect of the Secured Liabilities when due, that Obligor shall immediately on demand pay that amount or perform or discharge that obligation as if it was the principal obligor; and
 - 2.2.3 agrees with the Security Agent (as security trustee for the Secured Parties) that if, for any reason, any amount claimed by the Security Agent (whether for its own account or as trustee) or any Secured Party under this clause 2.2 is not recoverable on the basis of a guarantee, it will be liable as a principal debtor and primary obligor to indemnify the Security Agent on demand against any cost, loss or liability the Security Agent (whether for its own account or as trustee) and/or any Secured Party incurs as a result of another Obligor not paying any amount or performing or discharging any obligation expressed to be payable by it or otherwise due from it in respect of the Secured Liabilities on the date when it is expressed to be due. The amount payable by an Obligor under this indemnity

will not exceed the amount it would have had to pay under this clause 2.2 if the amount claimed had been recoverable on the basis of a guarantee.

3 CHARGING PROVISIONS

3.1 Each Obligor with full title guarantee charges to the Security Agent (as security trustee for the Secured Parties) as a continuing security for the payment or discharge of the Secured Liabilities:

3.1.1 by way of legal mortgage all that Obligor's right, title and interest in the freehold, commonhold and/or leasehold property now vested in it and described in Schedule 2 together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;

3.1.2 by way of fixed charge:

3.1.2.1 all estates or interests in any freehold, commonhold or leasehold property belonging to the Obligor now or at any time after the date of this Composite Guarantee and Debenture (other than any property charged in terms of sub-clause 3.1.1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

3.1.2.2 all present and future interests of the Obligor in or over land or the proceeds of sale of it and all present and future licences of the Obligor to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on any property charged under this Composite Guarantee and Debenture;

3.1.2.3 all present and future plant and machinery not otherwise charged under this clause 3 and all other present and future chattels of the Obligor (excluding any of the same for the time being forming part of the Obligor's stock in trade or work in progress);

3.1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Obligor and all rights and interests accruing or offered at any time in relation to them;

3.1.2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Obligor and the benefit of all rights and claims to which the Obligor is now or may be entitled under any contracts;

3.1.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Obligor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Obligor or others)

and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

3.1.2.7 all the Obligor's goodwill and uncalled capital for the time being;

3.1.2.8 all present and future book and other debts and monetary claims of the Obligor whether payable now or in the future and the benefit of all present and future rights and claims of the Obligor against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.2.5); and

3.1.2.9 all present and future bank accounts, cash at bank and credit balances of the Obligor with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and

3.1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 3, (including, without limitation, any immovable property of the Obligor in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2).

3.2 Subject to the right of a Obligor to redeem such assignment upon the irrevocable payment or discharge in full of the Secured Liabilities, each Obligor with full title guarantee assigns in favour of the Security Agent (as security trustee for the Secured Parties), insofar as they are capable of being assigned by way of security all the right, title and interest of the Obligor in and to any agreement to which the Obligor is a party except to the extent that it is subject to any fixed charge created under any other provision of this Composite Guarantee and Debenture.

3.3 To the extent that any such right, title and interest as is referred to in clause 3.2 is not assignable or capable of assignment, the assignment thereof purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Obligor may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

3.4 Any mortgage, fixed charge or other fixed security created by a Obligor in favour of the Security Agent shall have priority over the floating charge created by this Composite Guarantee and Debenture, except insofar as the Security Agent shall declare otherwise whether at or after the time of creation of such fixed security.

3.5 The Security Agent may, by written notice to any Obligor, immediately convert the floating charge created under sub-clause 3.1.3 into a fixed charge over any Assets specified in that notice if (a) an event under clause 7.1 occurs; or (b) the Security Agent reasonably considers the 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, and the floating charge will, without notice from the Security Agent, automatically be converted with immediate effect into a fixed charge:

3.5.1 in respect of any Assets which become subject to a fixed charge in favour of any other person;

- 3.5.2 in respect of all the Assets charged under sub-clause 3.1.3 if and when the Obligor ceases to carry on business or to be a going concern; and
- 3.5.3 in respect of all the Assets on the making of an order for the compulsory winding-up of the Obligor, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Obligor or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Obligor or any other person for the appointment of an administrator in respect of the Obligor.
- 3.6 Clause 3.5 will not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.
- 3.7 No Obligor shall without the prior written consent of the Security Agent in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.
- 3.8 Each Obligor applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold, commonhold and/or leasehold property of the Obligor in the following terms:
- “No disposition or charge 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 charge [date] in favour of [Chargee] referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory”.
- 3.9 Each Obligor will, within 5 Business Days of the written request of the Security Agent, deliver to the Security Agent (or as it shall direct) all certificates and other documents of title to the stocks, shares and other securities referred to in sub-clause 3.1.2.4 above together with stock transfer forms in respect of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated. The Security Agent may at any time after the enforcement of this Composite Guarantee and Debenture complete the instruments of transfer on behalf of the Obligor in favour of itself or such other person as it shall select.
- 3.10 Each Obligor (at its own cost) will on demand in writing by the Security Agent execute and deliver in such form as the Security Agent may reasonably require:
- 3.10.1 a legal mortgage of any freehold, commonhold or leasehold property of the Obligor which is not effectively charged by sub-clause 3.1.1 and of any freehold, commonhold or leasehold property acquired by the Obligor after the date of this Composite Guarantee and Debenture;
- 3.10.2 a standard security or other fixed security over the Obligor's heritable freehold, leasehold or other property;
- 3.10.3 a fixed charge or assignment in security of any Asset subject to a floating charge under sub-clause 3.1.3;

- 3.10.4 a chattel mortgage over such chattels, plant and machinery as the Security Agent may specify; and
- 3.10.5 a notice of any assignment of its right, title and interest to any of the agreements referred to in clause 3.2 above;

and each Obligor will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Security Agent may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Composite Guarantee and Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Security Agent hereunder.

- 3.11 Each Obligor shall get in and realise its book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation upon trust for the Security Agent.
- 3.12 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Composite Guarantee and Debenture.

4 CONTINUING SECURITY

- 4.1 The security constituted by this Composite Guarantee and Debenture will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which the Security Agent may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security or the liquidation or other incapacity or any change in the constitution of any Obligor.
- 4.2 This Composite Guarantee and Debenture is a continuing guarantee and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.
- 4.3 This Composite Guarantee and Debenture is in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or security which the Security Agent may at any time hold for any of the Secured Liabilities.
- 4.4 Each Obligor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security or claim payment from any person before claiming from an Obligor under this Composite Guarantee and Debenture.

5 UNDERTAKINGS

- 5.1 Each Obligor will:

- 5.1.1 at all times comply with the terms of this Composite Guarantee and Debenture and of all agreements relating to the Secured Liabilities;
- 5.1.2 keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
- 5.1.3 preserve and maintain all intellectual property rights owned or used by the Obligor (including, without limitation, those referred to in clause 3.1.2.6);
- 5.1.4 comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
- 5.1.5 promptly notify the Security Agent of the acquisition by the Obligor of any estate or interest in any freehold, heritable or leasehold property;
- 5.1.6 ensure that all of the Assets that are insurable, are insured with reputable insurance companies or underwriters to such extent and against such risks as is normal for prudent companies in businesses similar to those of the Obligor (or as otherwise requested in writing by the Security Agent from time to time) and (without limitation to the generality of the foregoing):
 - 5.1.6.1 pay all premiums and other monies due and payable under all such insurances and, upon written request to do so by the Security Agent, provide premium receipts or any other evidence of payment promptly; and
 - 5.1.6.2 ensure that the interest of the Security Agent is noted on the policies in respect of such insurances or, at the written request of the Security Agent, that such policies contain such other provisions for the protection of the Security Agent as the Security Agent may from time to time require in its absolute discretion,
- 5.1.7 at the written request of the Security Agent, deposit with the Security Agent all deeds, certificates and documents of title relating to the Assets or any part thereof charged by this Composite Guarantee and Debenture and all policies of insurance and assurance;
- 5.1.8 promptly pay or cause to be paid and indemnify the Security Agent and any Receiver or administrator against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time in the future payable in respect of any of its properties (or any part thereof) or by the owner or occupier thereof;
- 5.1.9 not, without the prior written consent of the Security Agent, make any structural or material alteration to or to the user of any of its properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to

be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its properties or on the marketability of any of such properties;

- 5.1.10 not, without the prior written consent of the Security Agent, grant any lease of, part with possession or share occupation of, the whole or any part of any of its properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same;
- 5.1.11 not, without the prior written consent of the Security Agent, vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its properties;
- 5.1.12 observe and perform all covenants, agreements and stipulations from time to time affecting its interest in any of its properties or contained in any lease, agreement for lease or tenancy agreement under which any part of such properties may be held;
- 5.1.13 notify the Security Agent immediately on it becoming aware of any creditor executing diligence against the Obligor or any distress or execution being levied or enforced against the Obligor or any third party debt order or freezing order being made and served on the Obligor;
- 5.1.14 notify the Security Agent immediately if any steps (including, without limitation, the making of any application or the giving of any notice) are taken by any person (including, without limitation, the Obligor) in relation to the administration, receivership, winding-up or dissolution of the Obligor;
- 5.1.15 not to allow any person other than itself to be registered under the Land Registration Act 1925 or the Land Registration Act 2002 (as appropriate) as proprietor of any of its properties (or any part thereof) or create or permit to arise any overriding interest (as specified in Section 70(1) of the Land Registration Act 1925) or (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) (as appropriate) affecting any such property; and
- 5.1.16 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets.

6 SECURITY PROTECTIONS

- 6.1 If a Obligor fails to keep any of the Assets in good and substantial repair and in good working order and condition or does not take out and maintain such insurances as set out above or prove to the Security Agent that the premiums and other moneys have been paid then the Security Agent may (as it thinks fit) repair and keep in repair the Assets or any of them (and for that purpose it or any of its agents may enter upon the properties of the Obligors during normal working hours) or take out or renew any such insurance in any sum and on terms as the Security Agent may think fit.
- 6.2 Subject to any contrary terms of any insurance policy, the Security Agent will be entitled to be paid the proceeds of any policy of insurance of any Obligor (other than in respect of employers' or public

liability) and each Obligor will promptly irrevocably instruct any insurer of a policy to pay the proceeds of it to the Security Agent and undertakes to the Security Agent to repeat that instruction if the Security Agent requires.

- 6.3 Subject to any contrary terms of any insurance policy, all moneys received on any insurance policy of a Obligor (unless paid to the Security Agent in terms of clause 6.2) will, as the Security Agent requires, be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities.
- 6.4 Following the occurrence of any default (however described) which is continuing under any of the documents governing the Secured Liabilities, each Obligor will permit any authorised representative of the Security Agent during normal working hours to enter upon any part of the properties of the Obligors and of any other property where any Obligor may be carrying out any contract or other works and to inspect any Obligor's books of account and other books and documents and those of its subsidiaries.
- 6.5 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the properties charged under this Composite Guarantee and Debenture will be capable of being exercised by any Obligor without the previous written consent of the Security Agent.
- 6.6 No Obligor shall be entitled to part with possession (otherwise than on the determination of any lease, tenancy or licence) of any properties hereby charged, or to share the occupation thereof with any other person or persons, or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property hereby charged without the prior written consent of the Security Agent.
- 6.7 The obligations of the Obligors under this Composite Guarantee and Debenture will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):
- 6.7.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Agent may have now or in the future from or against any Obligor or any other person in respect of the Secured Liabilities;
 - 6.7.2 any act or omission by the Security Agent or any other person in taking up, perfecting or enforcing any security or guarantee from or against a Obligor or any other person or the invalidity or unenforceability of any such security or guarantee;
 - 6.7.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Security Agent (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to a Obligor;
 - 6.7.4 any grant of time, indulgence, waiver or concession to a Obligor or any other person;

- 6.7.5 any arrangement or compromise entered into between the Security Agent and any Obligor or any other person;
- 6.7.6 the administration, insolvency, bankruptcy, liquidation, winding-up, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, any Obligor or any other person;
- 6.7.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of a Obligor; or
- 6.7.8 any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

7 ENFORCEMENT

- 7.1 The security constituted by this Composite Guarantee and Debenture shall become enforceable and the Security Agent may exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Composite Guarantee and Debenture), all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and powers conferred by this Composite Guarantee and Debenture without further notice to any Obligor upon and at any time after the occurrence of any Event of Default or any event of default (howsoever described) in any agreement between the Chargee and any Obligor.
- 7.2 Section 103 of the Law of Property Act 1925 will not apply to this Composite Guarantee and Debenture but the statutory power of sale will as between the Security Agent and a purchaser from the Security Agent arise on and be exercisable at any time after the execution of this Composite Guarantee and Debenture provided that the Security Agent will not exercise the power of sale until payment of all or any part of the Secured Liabilities has been demanded or a Receiver has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made.
- 7.3 The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Agent under this Composite Guarantee and Debenture are extended so as to authorise the Security Agent whether in its own name or in that of a Obligor to grant a lease or leases of the whole or any part or parts of the freehold, commonhold and/or leasehold property of any Obligor with whatever rights relating to other parts of it and containing whatever covenants on the part of a Obligor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Agent thinks fit.
- 7.4 Section 93 of the Law of Property Act 1925 (consolidation of mortgages) will not apply to this Composite Guarantee and Debenture.

8 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

8.1 At any time after the security constituted by this Composite Guarantee and Debenture has become enforceable the Security Agent shall be and is entitled by instrument in writing to appoint any one or more persons as:

8.1.1 a Receiver of all or any of the Assets; and/or

8.1.2 an administrator of any Obligor,

in each case in accordance with and to the extent permitted by applicable laws.

8.2 Where more than one Receiver or administrator is appointed they will have power to act separately (unless the appointment of the Security Agent specifies to the contrary).

8.3 Any appointment over part only of the Assets charged under this Composite Guarantee and Debenture will not preclude the Security Agent from making any subsequent appointment of a Receiver over any part of the Assets over which an appointment has not previously been made by it or an administrator.

8.4 The Security Agent may from time to time determine the remuneration of the Receiver and may (subject to Section 45 of the Insolvency Act 1986) remove the Receiver from all or any part of the Assets of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Assets.

8.5 The Receiver and administrator will be the agent of each Obligor (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to any Obligor all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on Receivers by statute and in particular by way of addition to but without prejudice to those powers (and those of the Security Agent) the Receiver and administrator will have power:

8.5.1 to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Assets and so that any such sale may be made for cash payable by instalments or for shares or securities of another company and the Receiver may promote or concur in promoting a company to purchase the Assets to be sold;

8.5.2 to sever any fixtures (including trade and tenant's fixtures) from the property of which they form part;

8.5.3 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets, including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by any Obligor;

8.5.4 to make and effect all repairs and improvements;

- 8.5.5 to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on each Obligor and the moneys so paid will be deemed to be an expense properly incurred by the Receiver or administrator;
 - 8.5.6 to promote the formation of a subsidiary or subsidiaries of a Obligor, including, without limitation, any such company formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of any Obligor;
 - 8.5.7 to make any arrangement or compromise which the Security Agent or the Receiver or the administrator may think fit;
 - 8.5.8 to make and effect all repairs, renewals, improvements, and insurances;
 - 8.5.9 to appoint managers officers and agents for any of the purposes referred to in this clause 8 at such salaries as the Receiver or administrator may determine; and/or
 - 8.5.10 to do all other acts and things as may be considered by the Receiver or administrator to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.
- 8.6 No purchaser or other person dealing with the Security Agent, any Receiver or administrator or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of the Security Agent or any Receiver or administrator to exercise any of the powers conferred by or referred to in this Composite Guarantee and Debenture has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Security Agent or any Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power.

9 POWER OF ATTORNEY

- 9.1 Each Obligor irrevocably and by way of security appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or administrator severally as the attorney and attorneys of each Obligor, for each Obligor and in its name and on its behalf to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of a Obligor under this Composite Guarantee and Debenture or may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver or administrator hereunder or otherwise for any of the purposes of this Composite Guarantee and Debenture.

10 APPLICATION OF SECURITY PROCEEDS

- 10.1 Any moneys received under the powers conferred by this Composite Guarantee and Debenture will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:

10.1.1 in or towards satisfaction of all costs, charges and expenses incurred, and payments made, by the Security Agent and/or the Receiver or administrator including the remuneration of the Receiver or administrator;

10.1.2 in or towards satisfaction of the Secured Liabilities; and

10.1.3 as to the surplus (if any) to the Obligors or other person(s) entitled to it,

provided that the Receiver or administrator may retain any moneys in his hands for so long as he thinks fit, and the Security Agent may, without prejudice to any other rights the Security Agent may have at any time and from time to time, place and keep for such time as the Security Agent may think prudent any moneys received, recovered or realised under or by virtue of this Composite Guarantee and Debenture in a suspense account to the credit either of a Obligor or of the Security Agent as the Security Agent thinks fit without any intermediate obligation on the part of the Security Agent to apply such moneys or any part of such moneys in or towards the discharge of the Secured Liabilities.

10.2 Subject to clause 10.1, any moneys received or realised by the Security Agent from an Obligor or a Receiver under this Composite Guarantee and Debenture or any administrator may be applied by the Security Agent to any item of account or liability or transaction in such order or manner as the Security Agent may determine.

10.3 All sums due and payable by any Obligor under this Guarantee shall be made in full without set-off or counter-claim and free and clear of and without deduction for or on account of any future or present taxes unless a Obligor is required by any law to make any deduction or withholding from any sum payable by a Obligor to the Security Agent or the Secured Parties hereunder and provided always that each Obligor must ensure the amount of any payment due under this Guarantee is increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required.

11 COSTS AND EXPENSES

11.1 Each Obligor shall pay or reimburse to the Security Agent on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by the Security Agent in the creation, registration, perfection, enforcement, discharge and/or assignment of this Composite Guarantee and Debenture (including, without limitation, the costs of any proceedings in relation to this Composite Guarantee and Debenture or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

12 SET-OFF

12.1 Each Obligor agrees that the Security Agent may set off monies owing by the Security Agent or any Secured Party to the Obligor against any monies owing to it under this Composite Guarantee and Debenture.

13 DEFAULT INTEREST

- 13.1 Any amount which is not paid under this Composite Guarantee and Debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate that is two per cent above the highest interest rate payable in respect of the Secured Liabilities from time to time.
- 13.2 Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Security Agent considers are appropriate.

14 DEFERRAL OF GUARANTOR'S RIGHTS

- 14.1 Until the Release Date and unless the Security Agent otherwise directs, no Obligor shall exercise any rights which it may have by reason of performance by it of its obligations under or by reason of any amount being payable, or liability arising, under this Guarantee:
- 14.1.1 to be indemnified by any other Obligor;
 - 14.1.2 to claim any contribution from any other Obligor's obligations to the Security Agent;
 - 14.1.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent in respect of any other Obligor or of any other guarantee or Security taken by the Security Agent;
 - 14.1.4 to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any other Obligor has given a guarantee, undertaking or indemnity under clause 2.2;
 - 14.1.5 to exercise any right of set-off against any Obligor; and/or
 - 14.1.6 to claim or prove as a creditor of any Obligor in competition with the Security Agent.
- 14.2 If any Obligor receives any benefit, payment or distribution in relation to the rights referred to in clause 14.1 or any Security as a result of any breach of clause 14.3, it shall:
- 14.2.1 hold that benefit, payment, distribution or Security to the extent necessary to enable all the Secured Liabilities to be repaid in full on trust for the Security Agent; and
 - 14.2.2 promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in or towards discharge of the Secured Liabilities.
- 14.3 Until the Release Date and unless the Security Agent otherwise directs, no Obligor shall have or take from any other Obligor or any other surety for any of the Secured Liabilities any Security in respect of any Obligor's liability under this Composite Debenture and Guarantee or in respect of any other obligation or liability which any Obligor has, or may in future have, to any other Obligor.

- 14.4 This Composite Guarantee and Debenture is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Security Agent.

15 INVESTIGATIONS

- 15.1 If any event of default (howsoever described) in any agreement between the Security Agent and any Obligor occurs then (while it is continuing unwaived) the Security Agent shall be entitled to initiate an investigation of, and/or instruct any report (accounting, legal valuation or other) on, the business and affairs of the Obligor and/or any other Obligor which the Security Agent considers necessary to ascertain the financial position of the Obligor, all reasonable fees and expenses incurred by the Security Agent in so doing being payable by the Obligor.

16 NOTICES

- 16.1 Any communication to be made under or in connection with this Composite Guarantee and Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter.

- 16.2 The address of the Security Agent for any communication or document under or in connection with this Composite Guarantee and Debenture is its registered office at the time such communication or document is made or delivered. The fax number of the Security Agent for any communication or document to be made or delivered under or in connection with this Composite Guarantee and Debenture is the fax number most recently provided to the Borrower by the Security Agent. The address of each Obligor for any communication or document under or in connection with this Composite Guarantee and Debenture is its registered office at the time such communication or document is made or delivered. The fax number of each Obligor for any communication or document to be made or delivered under or in connection with this Composite Guarantee and Debenture is the fax number most recently provided to the Security Agent by the Borrower.

- 16.3 Any communication made or document made or delivered by one person to another under or in connection with this Composite Guarantee and Debenture will only be effective:

16.3.1 if by way of fax, when received in legible form; or

16.3.2 if by way of letter, when it has been delivered to the relevant address or (if later) three Business Days after being deposited in the post (postage prepaid) in an envelope addressed to it at that address.

17 MISCELLANEOUS

- 17.1 If at any time any provision of this Composite Guarantee and Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.

17.2 No failure or delay by the Security Agent in exercising any right or remedy under this Composite Guarantee and Debenture shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.

17.3 The Security Agent will be entitled to disclose to any Secured Party or to its advisors or to any regulatory authority confidential information concerning this Composite Guarantee and Debenture or any arrangement made in connection with this Composite Guarantee and Debenture, provided that before any such disclosure the Security Agent shall make those persons aware of its obligations of confidentiality under this Composite Guarantee and Debenture.

17.4 A certificate by any duly authorised officer of the Security Agent as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Obligors.

18 **RELEASE**

18.1 If the Security Agent is satisfied that the Secured Liabilities have been unconditionally and irrevocably repaid or discharged in full, the Security Agent will at the request and cost of the Obligors take whatever action is required in order to release the Assets from the security constituted by this Composite Guarantee and Debenture and/or reassign the Assets to the Obligors.

19 **SECURITY AGENT AND TRUST PROVISIONS**

19.1 The Security Agent shall hold the security constituted by this Composite Guarantee and Debenture and the benefit of all related rights on trust for the Secured Parties in accordance with their respective rights under the Finance Documents and the security trust provisions set out in the Security Trust Deed.

19.2 The Security Agent shall, as against any Obligor, be entitled to enforce, in its capacity as Security Agent, any consent, undertaking or request given by a Obligor to, or for the benefit of, the Secured Parties under this Composite Guarantee and Debenture, and no Obligor shall be concerned as to the arrangements between the Security Agent and the Secured Parties in relation to it.

20 **GOVERNING LAW & JURISDICTION**

20.1 This Composite Guarantee and Debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed according to English law.

20.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Composite Guarantee and Debenture, its subject matter or formation (including non-contractual disputes or claims).

This Composite Guarantee and Debenture has been executed and delivered by the Obligors and the Security Agent as a deed the day and year stated at the beginning of this Composite Guarantee and Debenture.

SCHEDULE 1
OBLIGORS

Name of Obligor	Company number and jurisdiction of incorporation
Tedstone Holdings Limited	10607947, England and Wales
Benbane Holdings Limited	10664023, England and Wales
Stemcor Special Steels Limited	05045017, England and Wales
Steel Plate and Sections Limited	00853935, England and Wales

SCHEDULE 2
PROPERTIES

NAME OF OBLIGOR	COMPANY REGISTRATION NUMBER	TITLE NO.(S) (IF REGISTERED LAND)	ADDRESS OR DESCRIPTION
Steel Plate and Sections Limited	00853935	WM297582	Land and buildings on the east side of Forge Lane, Minworth, Sutton Coldfield
Steel Plate and Sections Limited	00853935	WM780839	Land on the east side of Forge Lane, Minworth, Sutton Coldfield

SCHEDULE 3

GUARANTEE PROVISIONS

- 1 The Guarantee is a continuing security and shall remain in full force and effect until the Secured Liabilities have been paid, discharged or satisfied in full notwithstanding the liquidation or other incapacity or any change in the constitution of any Obligor or in the name and style of either of them or any settlement of account or other matter whatsoever.
- 2 The Guarantee is in addition to and shall not merge with or otherwise prejudice or affect or be prejudiced by any other right, remedy, guarantee, indemnity or security and may be enforced without first having recourse to the same or any other bill, note, mortgage, charge, pledge or lien now or subsequently held by or available to the Security Agent or the Secured Parties.
- 3 If any of the Secured Liabilities which if valid would have been the subject of the Guarantee are not or cease to be valid or enforceable on any ground whatsoever whether or not known to the Secured Parties or the Security Agent (including but not limited to any defect in or want of powers of any Obligor or irregular exercise thereof or lack of authority by any person purporting to act on behalf of any Obligor or any legal or other limitation (whether under the Limitation Acts or otherwise), disability, incapacity or any change in the constitution of or any amalgamation, reconstruction or liquidation of any Obligor) each Obligor shall nevertheless be liable to the Secured Parties in respect of such Secured Liabilities as if the same were fully valid and enforceable and the Obligor was the principal debtor in respect thereof.
- 4 The liability of each Obligor shall not be affected nor shall the Guarantee be discharged or diminished by reason of:
 - 4.1 any present or future bill, note, guarantee, indemnity, mortgage, charge, pledge, lien or other security or right or remedy held by or available to the Security Agent becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Agent from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - 4.2 any Secured Party compounding with, discharging, releasing or varying the liability of or granting any time, indulgence or concession to any Obligor or any other person or renewing determining, varying or increasing any bill, promissory note or other negotiable instrument (including the Facility Agreement), facility or transaction in any manner whatsoever or concurring in, accepting or varying any compromise arrangement or settlement or omitting to claim or enforce payment from any Obligor or any other person; or
 - 4.3 any act or omission which would not have discharged or affected the liability of that Obligor had it been principal debtor instead of guarantor or by anything done or omitted which, but for this provision, might operate to exonerate that Obligor.
- 5 Each Obligor warrants to each Secured Party and the Security Agent that it has not taken or received and undertakes that it will not take or receive the benefit of any security from any Obligor in

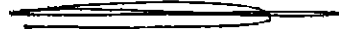
connection with this Guarantee. If any such security is taken each Obligor declares that such security and all moneys at any time received in respect thereof shall be held on trust for the Security Agent and as security for the Secured Liabilities.

- 6 Until the Secured Liabilities have been paid, discharged or satisfied in full, each Obligor waives all rights of subrogation and indemnity against all Obligors and agrees not to share in any security held or moneys received by the Security Agent or any other Secured Party on account of the Secured Liabilities or (unless so instructed by the Security Agent) to claim or prove in competition with any Secured Party in the liquidation of any Obligor in respect of any monies due or owing to any Obligor. If any Obligor receives any payment or other benefit or exercises any set-off or counterclaim or otherwise acts in breach of this clause anything so received and any benefit derived directly or indirectly by any Obligor therefrom shall be held in trust for the Secured Parties and as security for the Secured Liabilities.
- 7 Neither the Security Agent nor any Secured Party shall be obliged before taking steps to enforce this Guarantee:
 - 7.1 to take action or obtain judgment in any court against any Obligor or any other person; or
 - 7.2 to make or file any claim in a liquidation of any Obligor or any other person; or
 - 7.3 to make, enforce or seek to enforce any claim against any Obligor or any other person under any security or other document, agreement or arrangement.
- 8 All sums due and payable by any Obligor under this Composite Guarantee and Debenture shall be made in full without set-off or counter-claim and free and clear of and without deduction for or on account of any future or present taxes unless the Obligor is required by any law to make any deduction or withholding from any sum payable by any Obligor to the Security Agent or any Secured Party.

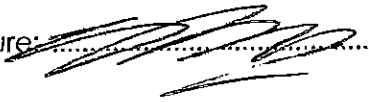
SIGNATURES

OBLIGORS

EXECUTED as a DEED and DELIVERED by)
TEDSTONE HOLDINGS LIMITED acting by)
one director in the presence of:



DIRECTOR

Witness Signature: 

Witness Name:

Witness Address:

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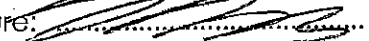
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Georgina Tripp
gunnercooke llp
53 King Street
Manchester
M2 4LQ

EXECUTED as a DEED and DELIVERED by)
BENBANE HOLDINGS LIMITED acting by)
one director in the presence of:



DIRECTOR

Witness Signature: 

Witness Name:

Witness Address:


.....

.....

Georgina Tripp
gunnercooke llp
53 King Street
Manchester
M2 4LQ

SECURITY AGENT

EXECUTED as a DEED and DELIVERED by)
ASHETON CAPITAL LIMITED acting by one)
director in the presence of:


DIRECTOR


Witness Signature:

Witness Name: ANDREW PEARCE

Witness Address: 32 SCHOOL LANE,

..... HALIFAX

..... HX2 9QU

