

399290/26
MG01

Particulars of a mortgage or charge



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

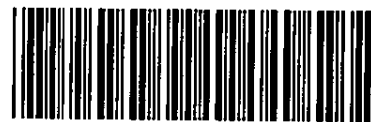
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

FRIDAY



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A03

06/01/2012

#266

COMPANIES HOUSE

1

Company details

Company number

0 1 8 6 0 1 7 2

Company name in full

CAPARO MERCHANT BAR PLC (the **Chargor**)

9

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d9 m1 m2 y2 y0 y1 y1

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

The Debenture made between (1) Caparo Merchant Bar Plc, and (2) Bank of Baroda (the **Lender**),
dated 29 December 2011 (the **Debenture**)

4

Amount secured

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

Amount secured

All present and future monies, obligations and liabilities owed by the
Chargor to the Lender, whether actual or contingent and whether
owed jointly or severally, as principal or surety and/or in any other
capacity together with all interest (including, without limitation, default
interest) accruing in respect of such monies or liabilities (the
Secured Liabilities)

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

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

Continuation page

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

Name **BANK OF BARODA**

Address **32 CITY ROAD**

LONDON

Postcode **E C 1 Y 2 B D**

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

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

1 By way of separate fixed charges

- (a) the Assets,
- (b) all the goodwill and uncalled capital of the Chargor, present or future,
- (c) the Securities,
- (d) the Insurances,
- (e) the Intellectual Property,
- (f) the Debts,
- (g) the Rents,
- (h) the Asset Contracts,
- (i) the Other Claims, and
- (j) the Loose Plant and Equipment, and

2 By way of first floating charge all those Assets which are not for any reason effectively charged by this Debenture by way of fixed charge

3 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns absolutely by way of security to the Lender

- (a) all its rights in any policies of Insurance, including the proceeds of any claims under such policies, and

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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

(b) 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

Note

The Chargor is subject to various covenants in respect of the secured property

DEFINITIONS

The following definitions apply in respect of Panel 4 (**Amounts Secured**) and Panel 6 (**Short Particulars of all the property charged**)

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

Asset Contracts

means all the rights of the Chargor now or in the future arising out of or in connection with any agreement

(a) for the acquisition of any property (real or personal) by the Chargor including without limitation any option to acquire property, or

(b) for the hire, hire purchase, lease or loan of any property (real or personal) to the Chargor,

Debts

means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including without 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

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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

Intellectual Property

means all the right, title and interest of the Chargor (now or in the future) in or to any of the following

- (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,
- (b) any invention, copyright, design right, database right or performance right,
- (c) any trade secrets, know-how, confidential information, domain name or business name, and
- (d) the benefit of any agreement or licence for the use (by the Chargor and any other person) of any such right

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

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 maintenance contracts

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 this Debenture,

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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

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

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

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7 Particulars as to commission, allowance or discount (if any)

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

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

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

Commission, allowance or discount

None

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 870).

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

9 Signature

Please sign the form here

Signature

Signature

X T. W. P.

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 Claire Gibson / Parisa Clovis

Company name TLT LLP

Address 20 Gresham Street

Post town London

County/Region

Postcode E C 2 V 7 J E

Country

DX 431 Chancery Lane

Telephone 0203 465 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. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
DECEMBER 2011 AND CREATED BY CAPARO MERCHANT BAR
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO BANK OF BARODA ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 6
JANUARY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY
2012**

Op



Companies House
— for the record —



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