

MG01

Particulars of a mortgage or charge

154551/13



A fee is payable with this form

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

Please see 'How to pay' on the last page



What this form is for

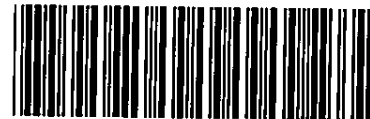
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

TUESDAY



A23YYYYP

A35

12/03/2013

#9

COMPANIES HOUSE

1

Company details

Company number

0 7 4 3 4 7 6 5

Company name in full

Acenta Steel Group Limited

(an "Initial Charging Company")

For official use

4

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d7 m0 m3 y2 y0 y1 y3

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

Composite All Assets Guarantee and Indemnity and Debenture between GE
Commercial Finance Limited (the "**Security Holder**"), Acenta Steel Limited,
Acenta Steel Holdings Limited, Acenta Steel Group Limited and Acenta
Steel Realisations Limited (each an "**Initial Charging Company**") dated 7
March 2013 (the "**Debenture**")

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Amount secured

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

Amount secured

Please see attached continuation sheets

Continuation page

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

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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 GE Commercial Finance Limited ("**Security Holder**")

Address Enterprise House, Bancroft Road, Reigate, Surrey

Postcode R H 2 7 R T

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 Please see attached continuation sheets

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

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

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

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

Commission, allowance or discount

N/A

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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).

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Signature

Please sign the form here

Signature

Signature

X Squire Sanders (UK) LLP 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 **Lauren Priest- Stephens**

Company name **Squire Sanders (UK) LLP**

Address **7 Devonshire Square**

Post town **London**

County/Region

Postcode **E C 2 M 4 Y H**

Country **England**

DX **136546 Bishopsgate 2**

Telephone **+44 (0)20 7655 1000**



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

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

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All present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of each of the Obligors to the Security Holder on any account whatsoever and howsoever arising (including, without limitation, under the Financing Documents) together with all Expenses (the "**Secured Liabilities**")

"**Administrator**" means an administrator appointed under the Debenture

"**Appointee**" means an Administrator or Receiver, as the case may be

"**Business Finance Agreement**" means the agreement entered into between the Security Holder and one or more Clients which is entitled or otherwise referred to as the "Business Finance Agreement" and which incorporates the finance schedule thereto and the GE Standard Terms

"**Charged Assets**" means in relation to each Charging Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same

"**Charging Company**" means each Initial Charging Company and any other company which becomes a party to the Debenture and the proceeds of the disposal of the same

"**Client**" means each person, other than the Security Holder, which is a party to the Business Finance Agreement as a Client

"**Encumbrance**" means any mortgage, charge, standard security, pledge, lien, assignment or assignation by way of security, hypothecation, security interest, title retention, flawed asset agreement, preferential right, right of set off trust arrangement or other arrangement for the purpose of and having a similar effect to the granting of security whether by law or agreement or other security interest of any kind

"**Expenses**" means any of the following

(a) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Security Holder or any Appointee (in each case on a full indemnity basis)

(i) in relation to the Charged Assets,

(ii) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Financing Documents,

(iii) in procuring the payment, performance or discharge of the Secured Liabilities, or

(iv) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto), and

(b) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Security Holder or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents

"**Financing Documents**" means the following documents

(a) the Business Finance Agreement,

(b) the GE Standard Terms,

(c) the Debenture;

(d) any assignment by way of security,

(e) any agreement or instrument evidencing or creating an Encumbrance,

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guarantee, indemnity or other assurance against loss entered into by any Obligor in favour of the Security Holder,
(f) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any other Obligor or person liable to the Security Holder in respect of the Secured Liabilities, and
(g) any agreement, instrument, notice or certificate delivered or entered into in connection with any of the above
"GE Standard Terms" means the terms set out in the document entitled or otherwise referred to as the GE Standard Terms
"Obligor" means each Charging Company, each Client and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of any such Charging Company, Client or other such person to the Security Holder
"Receiver" means a receiver appointed under the Debenture

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Charging Provisions

(1) Each Charging Company, as continuing security for the payment, discharge and performance of all the Secured Liabilities in relation to all of the following assets whether now or in future belonging to that Charging Company hereby, in each case with full title guarantee

(a) **Fixed charges** charges to the Security Holder by way of separate fixed charges

(i) by way of legal mortgage each property specified in Schedule 1 of the Debenture which is set opposite its name,

(ii) by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 1 of the Debenture,

(iii) by way of legal mortgage all the Specified Plant and Equipment together with all spare parts and replacements for and all modifications and additions to the Specified Plant and Equipment,

(iv) all its goodwill, unpaid and/or uncalled capital,

(v) all fixtures,

(vi) all its Intellectual Property;

(vii) all its Securities (other than shares held by Acenta Steel Group Limited in Acenta Property Limited),

(viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of that Charging Company's Group,

(ix) all amounts realised by an administrator or liquidator of that Charging Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986,

(x) all its documents of title which at any time and for any purpose have been or may be deposited with the Security Holder and the property mentioned in such documents,

(xi) all of its Non-Vesting Debts;

(xii) all of its Other Debts,

(xiii) all monies in the accounts specified in Clause 4.2.1 of the Debenture and in any other account in the name of that Charging Company under the control of or operated in accordance with the directions of the Security Holder

(b) **Floating charge** charges to the Security Holder by way of a floating charge all of its undertaking, property, rights and assets (including, without limitation, the Plant and Equipment) whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 3.1.3 of the Debenture),

(c) **Assignments by way of security** assigns and agrees to assign by way of security to the Security Holder all its rights, title and interest in and to

(i) the benefits arising under the Policies; and

(ii) any contracts relating to or benefiting any of the Charged Assets

Further advances

The Debenture secures both present and future advances. The Security Holder covenants to make available advances and further advances to the extent (and on the terms) provided for in any agreement from time to time giving rise to the Secured Liabilities

General Undertakings

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Short particulars

Each Charging Company agrees that, whilst this security exists

(1) **No disposals** without the prior written consent of the Security Holder it will not sell, transfer, assign, lease out, licence, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein (or agree to do so) but this restriction shall not prohibit the disposal of any Charged Assets subject to the floating charge created by Clause 3.1 2 of the Debenture by way of a sale at arms' length terms for commercial value in the ordinary course of its business,

(2) **Proprietary interests** it will not permit any person (including, without limitation, any member of its Group which is not a Charging Company) to become entitled to any proprietary right or interest which might affect the value, use or marketability of its Charged Assets and will ensure that no overriding interest arises under the Land Registration Acts 1925-2002

(3) **Encumbrances** it will ensure that no Encumbrances (other than liens arising by operation of law in the ordinary course of business and securing obligations not more than 60 days overdue) will arise on or after the date of the Debenture in respect of its Charged Assets without the prior written consent of the Security Holder

(4) **Disposals** it will not sell, discount, factor, create any Encumbrance over, dispose of or, except in accordance with the Debenture, otherwise deal with its Other Debts or the relative Remittances unless it has the prior written consent of the Security Holder

Further Assurance

At the Security Holder's request, the Charging Company will, at its own expense, immediately sign, seal, execute, deliver and perfect all deeds, debentures and instruments including, without limitation, standard securities, assignation and any other documents needed in relation to assets in Scotland and any other jurisdiction and do all such other acts and things as the Security Holder or any Appointee appointed under the Debenture may require in order to perfect, protect or enforce the Debenture in respect of that Charging Company or to facilitate the realisation of any of the Charged Assets or to use the powers given to each of them in the Debenture or to enforce the obligations of that Charging Company and/ or the rights of the Security Holder under the Debenture and it will take such steps as the Security Holder shall specify to make such registrations and give such notifications as the Security Holder may consider appropriate (or which may be specified by applicable law) in relation to the Debenture and each Charging Company authorises the Security Holder to effect the same if the Security Holder so chooses

Continuing and Additional Security

Continuing security

This security is a continuing security for all the Secured Liabilities notwithstanding any interim settlement of account until a final discharge of this security shall be given by the Security Holder

Non-merger

This security is in addition to, and shall not merge or otherwise prejudice or affect, any other right or remedy of the Security Holder or or any assignment, bill, note, guarantee, Encumbrance, or other security

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>now or in the future in favour of the Security Holder or held by, or available to, the Security Holder (whether created by the Obligors or any of them or any third party)</p> <p>"Accounting Records" means all books, ledgers and records of any kind and in any medium relating to a Charging Company's business or financial position and to all purchases and sales made by a Charging Company</p> <p>"Associated Rights" means in relation to any Charging Company which is a Client and any Debt, any of the following</p> <ol style="list-style-type: none"> (1) all the rights of such Charging Company as an unpaid vendor or which arise under the Contract of Sale, (2) all evidence of the Contract of Sale or its performance or any Disputes arising, (3) all documents of title to goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar (4) the benefit of all insurances and all rights and powers under the insurance policies, (5) all Remittances, securities, Encumbrances and guarantees, (6) all Accounting Records, (7) all Returned Goods and their proceeds of sale <p>"Contract of Sale" means a contract in any form, including a purchase order, between a Client and a Debtor for the sale or hire of Goods or the provision of services or work done</p> <p>"Debt" any obligation (present, future or contingent) of a Debtor to make payment under a Contract of Sale including all Associated Rights</p> <p>"Debtor" means a person who incurs or may incur any indebtedness under a Contract of Sale</p> <p>"Fixtures" means in relation to each Charging Company all fixtures and fittings and fixed plant and machinery on the Real Property now or in the future</p> <p>"Goods" means any merchandise or materials, or where the context admits, any work or services which are the subject of a Contract of Sale</p> <p>"Group" means in relation to any company, that company and its Subsidiaries, its holding company (as defined in section 736 Companies Act 1985) and the Subsidiaries of that holding company</p> <p>"Intellectual Property" means in relation to the Charging Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world</p> <p>"Inventory" means in relation to each Charging Company, all inventory or stock at any time owned by it, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such person for sale or lease</p> <p>"Non-Vesting Debts" means in relation to the Charging Company, when it is a Client, any Debt to be purchased by the Security Holder under the Business Finance Agreement which either fails to vest in the Security</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Holder for any reason or where the assignment of that Debt to the Security Holder is void whether as between the Security Holder and such Charging Company or as between the Security Holder and any third party

"Other Debts" means in relation to each Charging Company

(1) all present and future book and other debts due or owing to such Charging Company, the proceeds of the same and all other moneys due and owing to such Charging Company or which may become due and owing to it in the future,

(2) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of such Charging Company with any bank, financial institution or other person and the debts represented thereby,

(3) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution, and

(4) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs 1,2 or 3 above, including, in each such case, all Remittances and Associated Rights in respect thereof but excluding, in the case of a Charging Company which is a Client (and for the period of time it is or remains a Client)

(1) Non-Vesting Debts, and

(2) any Debts whilst they remain vested in, or held on trust for, the Security Holder under the Business Finance Agreement

"Plant and Equipment" means in relation to each Charging Company, all plant, machinery and other equipment (excluding the Specified Plant and Equipment) and all tools, furniture, fixtures, attachments, accessories and other tangible personal property (except Inventory and Fixtures) owned by it now or in the future and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto

"Policies" means in relation to each Charging Company, the policies of insurance in which it is interested details of which are set out in Schedule 4 to the Debenture, and any other policies of insurance in which such Charging Company may now or hereafter have an interest and **"Policy"** shall mean each one of the Policies

"Real Property" in relation to each Charging Company, all freehold and leasehold properties and other real property both present and future of such Obligor (including the property or properties specified in Schedule 1 of the Debenture set opposite its name), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein

"Remittances" means in relation to any Charging Company which is a Client, all cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS and any other remittance or instrument of payment in whatever form received by the Security Holder, such Charging Company or its agents towards discharge of a Debt

"Returned Goods" means in relation to any Charging Company, which is a Client, any Goods relating to or purporting to comply with a Contract of Sale which any Debtor shall for any reason reject or return or attempt to

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>reject or return to such Charging Company or the Security Holder or which such Charging Company or the Security Holder recovers from a Debtor</p> <p>"Securities" means in relation to a Charging Company, all its stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in Schedule 2 of the Debenture) and all other interests (including, but not limited loan capital) both present and future held by a Charging Company in any person and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof</p> <p>"Specified Plant and Equipment" means in relation to a Charging Company the plant, machinery and other equipment set opposite its name in Schedule 3 to the Debenture</p> <p>"Subsidiary" means a subsidiary within the meaning of section 736 Companies Act 1985, and unless the context otherwise requires, a subsidiary undertaking within the meaning of sections 258-260 Companies Act 1985 as substituted by section 21 Companies Act 1989</p> <p style="text-align: center;">SCHEDULE 1 REAL PROPERTY</p> <p style="text-align: center;">SCHEDULE 2 SECURITIES</p> <p style="text-align: center;">SCHEDULE 3 SPECIFIED PLANT AND EQUIPMENT</p> <p style="text-align: center;">SCHEDULE 4 POLICIES</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7434765
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE ALL ASSETS
GUARANTEE AND INDEMNITY AND DEBENTURE DATED 7
MARCH 2013 AND CREATED BY ACENTA STEEL GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OF THE OBLIGORS TO GE COMMERCIAL
FINANCE LIMITED (SECURITY TRUSTEE) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 12 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2013



Companies House



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