

MG01

Particulars of a mortgage or charge

824997 / 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 register
particulars of a charge for
company. To do this, please use
form MG01s



1 Company details

Company number ☒ 0 0 3 7 5 7 0 4

Company name in full ☒ Timbmet Group Limited (the "Original Obligor")

1 5 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation ☒ d2 d7 m0 m2 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 guarantee and debenture dated 27 February 2013 entered into
between (1) the Original Obligor, Timbmet Holdings Limited, Timbmet
Limited and C. Leary & Co Limited (together the "Original Obligors") and
(2) Lloyds TSB Bank Plc (the "Composite Guarantee and Debenture")

4 Amount secured

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

Amount secured ☒ All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally, as principal or surety and/or
in any other capacity whatsoever) owed by an
Obligor to the Lender together with all costs,
charges and expenses incurred by the Lender in
connection with the protection, preservation or
enforcement of its respective rights (the "Secured
Obligations").

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 ☒ Lloyds TSB Bank Plc (the "Lender")

Address Davidson House, Forbury Square

Reading

Postcode R G 1 3 E U

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 separate continuation sheet for details of the property mortgaged or charged and the definitions used in this form MG01.

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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

1. Grant of Security

1 1 Charges

The Original Obligor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 has charged in favour of the Lender as continuing security for the payment and discharge of the Secured Obligations:

1 1.1 by way of legal mortgage, the Real Property now or at any time after the date of the Composite Guarantee and Debenture belonging to the Original Obligor;

1 1.2 by way of fixed charge, any Real Property now or at any time after the date of the Composite Guarantee and Debenture belonging to the Original Obligor (other than property charged under clause 4.1.1 of the Composite Guarantee and Debenture as at described out at paragraph 1.1 1 above),

1.1.3 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession;

1 1 4 by way of fixed charge, all present and future Receivables owned by it, other than those validly and effectively assigned under clause 4.3 of the Composite Guarantee and Debenture (as described at paragraph 1 2.1 below),

1 1.5 by way of fixed charge, other than those validly and effectively assigned under clause 4.3 of the Composite Guarantee and Debenture (as described at paragraph 1 2 1 below)

a) all present and future Investments owned by it;

b) all Investment Derivative Rights;

c) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment,

1.1.6 by way of fixed charge, all present and future Intellectual Property Rights,

1 1.7 by way of fixed charge all of its rights in respect of any amount standing to the credit of any Accounts held by it and the debt represented by those Accounts;

1.1.8 by way of fixed charge, its goodwill;

1.1.9 by way of fixed charge, the uncalled capital of the Original Obligor;

1 1 10 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 4.3 of the Composite Guarantee and Debenture (as described at paragraph 1 2 1 below),

1 1.11 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 4.3 of the Composite Guarantee and Debenture (as described at paragraph 1.2 1 below);

1 1 12 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;

1 1.13 by way of fixed charge, all rights, interests and claims in any pension fund now or in the future, and

1 1.14 by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Composite Guarantee and Debenture (the "Floating Charge Property").

1 2 Security Assignment

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Short particulars

1.2.1 The Original Obligor with full title guarantee has assigned absolutely to the Lender, subject to a proviso for reassignment on redemption, as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the:

- a) Material Contracts;
- b) Insurance Policies;
- c) Investments, and
- d) Receivables.

1 2.2 To the extent that any right described in clause 4 3.1 of the Composite Guarantee and Debenture (as described at paragraph 1.2.1 above) is not assignable or capable of assignment, the assignment purported to be effected by clause 4 3.1 of the Composite Guarantee and Debenture (as described at paragraph 1.2 1 above) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Original Obligor may derive from that right or be entitled to in respect of that right.

2. Crystallisation of floating charge

2.1 The Lender may at any time by notice in writing to the Original Obligor immediately convert the floating charge created by clause 4.1.14 of the Composite Guarantee and Debenture (as described at paragraph 1 1 14 above) into a fixed charge as regards any property or assets specified in the notice if:

- 2.1.1 an Enforcement Event has occurred and is continuing, or
- 2.1.2 the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 2.1.3 the Lender considers that it is desirable in order to protect the priority of the security created under the Composite Guarantee and Debenture.

2 2 If, without the prior written consent of the Lender

2 2 1 any steps are taken for any of the Charged Property to become subject to any security in favour of any other person; or

2 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or

2.2 3 a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Original Obligor, the floating charge created under clause 4 1 14 of the Composite Guarantee and Debenture (as described at paragraph 1 1.14 above) by the Original Obligor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property

2.3 The floating charge created under the Composite Guarantee and Debenture shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of the Original Obligor.

3 Negative Pledge

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3.1 The Original Obligor has covenanted that it shall not create or permit to subsist any security over any of the Charged Property, other than any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Original Obligor.

3.2 The Original Obligor has covenanted that it shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property.

4. Further assurance

4.1 The Original Obligor shall, at its own expense, promptly take whatever action the Lender may require for:

4.1.1 creating, perfecting or protecting the security intended to be created by the Composite Guarantee and Debenture;

4.1.2 facilitating the realisation of any of the Charged Property; or

4.1.3 facilitating the exercise of any right, power or discretion exercisable by the Lender or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Property, including the execution of any security or other document (in such form as the Lender may reasonably require), the giving of any notice, order or direction and the making of any registration which the Lender may think expedient.

5. Definitions

In this form MG01, the following definitions apply.

"Accession Deed" a deed substantially in the form set out in Part A, Schedule 6 (Additional Obligors) of the Composite Guarantee and Debenture; "Account".

(a) the accounts (if any) with the details listed under the heading "Accounts" in Schedule 2 of the Composite Guarantee and Debenture or such other account or accounts as the Lender may from time to time designate in writing; and

(b) all Related Rights,

"Additional Obligor" a company who becomes an Additional Obligor in accordance with clause 22 (Changes to Parties) of the Composite Guarantee and Debenture;

"Charged Property" all the assets of each Obligor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to the Composite Guarantee and Debenture,

"Enforcement Event"

(a) any of the Secured Obligations are not paid or discharged when the same ought to be paid or discharged by an Obligor (whether on demand, at scheduled maturity, or by acceleration or otherwise),

(b) any Obligor is in breach of any of its obligations under the Composite Guarantee and Debenture or under any other agreement between an Obligor and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 10 days of notice by the Lender to the relevant Obligor(s) to remedy the breach,

(c) a default or event of default, however defined, occurs under any

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>agreement between the Obligor and the Lender;</p> <p>(d) any Obligor is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;</p> <p>(e) the value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities),</p> <p>(f) a moratorium is declared in respect of any indebtedness of any Obligor,</p> <p>(g) any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <p>(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor,</p> <p>(ii) a composition, compromise, assignment or arrangement with any creditor of any Obligor,</p> <p>(iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of its assets, or</p> <p>(iv) enforcement of any security over any assets of any Obligor,</p> <p>(h) any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any Obligor,</p> <p>(i) any event occurs in relation to any Obligor that is analogous to those set out in paragraphs (d) to (h) above, or</p> <p>(j) any representation, warranty or statement made or deemed to be made by any Obligor under the Composite Guarantee and Debenture or any other agreement between any Obligor and the Lender is or proves to have been incorrect or misleading when made or deemed to be made;</p> <p>"Insurance Policy" any policy of insurance and cover note in which an Obligor may from time to time have an interest;</p> <p>"Intellectual Property Rights"</p> <p>(a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests whether registered or unregistered (including any specified opposite its name under the heading "Intellectual Property Rights" in Schedule 2 of the Composite Guarantee and Debenture);</p> <p>(b) the benefit of all applications and rights to use such assets, and</p> <p>(c) all Related Rights,</p> <p>"Investment Derivative Rights" all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment,</p> <p>"Investments"</p> <p>(a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of an Obligor or by any trustee, fiduciary or clearance system on its behalf (including any specified opposite its name under the heading "Shares" in Schedule 2 of the Composite Guarantee and Debenture or in any Accession Deed);</p> <p>(b) all Related Rights (including all rights against any trustee, fiduciary or clearance system),</p> <p>"Material Contracts"</p> <p>(a) the agreements (if any) listed opposite its name under the heading "Material Contracts" in Schedule 2 of the Composite Guarantee and</p>

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Debenture;
(b) any other contract entered into by an Obligor that may from time to time be identified in writing by the Lender as a Material Contract; and
(c) all Related Rights,
"Obligor" means an Original Obligor or an Additional Obligor unless it has ceased to be an Obligor in accordance with clause 22 (*Changes to Parties*) of the Composite Guarantee and Debenture,
"Plant and Machinery":
(a) all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of the Composite Guarantee and Debenture become, the property of an Obligor, and
(b) all Related Rights,
"Real Property"
(a) any freehold, leasehold or other immovable property (including the property (if any) specified opposite its name in Schedule 2 of the Composite Guarantee and Debenture), and
(b) any buildings, erections, fixtures or fittings from time to time situated on or forming part of such property (including any trade fixtures and fittings), and
(c) all Related Rights,
"Receivables":
(a) all present and future book and other debts and monetary claims owing to an Obligor; and
(b) all Related Rights,
"Receiver" a receiver, manager, administrator, administrative receiver, appointed pursuant to the provisions of the Composite Guarantee and Debenture or any applicable law; and
"Related Rights" in relation to any asset:
(a) the proceeds of sale of any part of that asset,
(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
(d) any income, moneys and proceeds paid or payable in respect of that asset.

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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 *Shoosmiths 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 RXK/185784 000004

Company name Shoosmiths LLP

Address Apex Plaza

Forbury Road

Post town Reading

County/Region Berkshire

Postcode

R	G	1		1	S	H
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Country UK

DX DX117879 Reading (APEX PLAZA)

Telephone 03700 868800



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. 375704
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 27 FEBRUARY 2013 AND CREATED BY
TIMBMET GROUP LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM AN OBLIGOR TO LLOYDS TSB
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 5 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MARCH 2013



Companies House



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