

MR01

Particulars of a charge



Companies House

100685/23



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A fee is be payable w
Please see 'How to pay



A15 14/03/2017 #119

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument. Use form M

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



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 07038281

Company name in full A J Major Holdings Limited



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 Charge creation date

Charge creation date 02/03/2017

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name J C Y (Steel Supplies) Limited

Name

Name


Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
	All plant, machinery, fixtures and fitting and other assets as detailed on attached schedule	
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^①	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here. Signature X  X	
	This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Mornington Secretaries Limited

Address

43 Mornington Road

Post town

Chingford

County/Region

London

Postcode

E

4

7

D

T

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument, it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7038281

Charge code: 0703 8281 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2017 and created by A J MAJOR HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2017.

Given at Companies House, Cardiff on 20th March 2017



Companies House



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

Certified to be a true copy of the original

AG. Thorne

A G Thorne FCCA FCIS MCMI FRSA - Partner
Anthony G Thorne LLP

43 Mornington Road Chingford London E4 7DT
Date *10. March 2017*.

Debenture company

THIS AGREEMENT is made the 2nd day of March 2017

Borrower (The "Company")

A J Major Holdings Limited
43 Mornington Road
Chingford
London
E4 7DT

Company registered number 07038281

Lender

J. C. Y. (Steel Supplies) Limited
43 Mornington Road
Chingford
London
E4 7DT

Company number 00868330

1. Company obligations

The Company will pay the Lender on demand all the Company obligations. The Company obligations are all the Company's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

1.1 Interest at the rate charged by the Lender, calculated both before and after demand or judgement on a daily basis and compounded according to agreement, or, in the absence of agreement quarterly on the day selected by the Lender.

1.2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:

1.2.1 the property charged by clause 2. references to property include any part of it.

1.2.2 taking perfecting protecting enforcing or exercising any power under this deed.

2. Charge

The Borrower as continuing security for the payment on demand of the Borrowers obligations and with full get title guarantee gives the Lender:

2.1 a fixed charge over the following property of the Borrower, owned now or in the future:

Certified to be a true copy of the original

A G James FCCA 112 MCM FRSA - Partner
Anthony G James LLP
43 Abchurch Lane London EC4A 3DF
Date

THIS AGREEMENT is made the 2nd day of March 2017

(Specialist company)

Borrower (The "Company")

A Major Holdings Limited
43 Abchurch Lane
London
EC4A 3DF

Company registered number 07038281

Lender

11 C. Y. (Steel Supplies) Limited
43 Abchurch Lane
London
EC4A 3DF

Company number 00888370

(Company registered office)

The Company will pay the Lender on demand of the Company's obligation to the Lender (present, future, contingent or otherwise) and whether incurred alone or jointly with another, and include

1.1 Interest at the rate charged by the Lender, calculated both before and after default and
2.1 Payment of daily fees and compound interest on the advance
of agreement to the day specified by the Lender

1.2 Any expenses the Lender or a receiver incurs for a full indemnity for its and will
interest from the date of payment of a sum of money with

1.3 The property charged by clause 2.1 referred to property includes any part of it

1.4 Taking possession of the property and any power under this deed.

(Name)

The Borrower as counterparty security for the payment on demand of the Borrowers
obligations and will get this security from the Lender

2.1 A fixed charge over the following assets of the Borrower owned now or in the
future

2.1.1 all and listed in charge to the Borrower or fixtures fittings attached to that land and all rents receivable for any lease granted out of that land. References to land after any interesting heritable, freehold or leasehold land.

2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.

2.1.3 or goodwill of the Borrowers business.

2.1.4 any uncalled capital.

2.1.5 all stock shares and other securities held by the Borrower and any time in any subsidiary and all income and rights relating to those stocks shares and securities.

A subsidiary is an entity controlled directly or indirectly by the Borrower or by any subsidiary of the Borrower. Control means the ability to appoint or remove directors or exercise the majority of the voting rights alone or with the agreement of others.

2.1.6 all intellectual property licenses claims insurance policies proceeds of any insurance and any other legal rights.

2.1.7 the benefit of any hedging arrangements, futures transactions or Treasury instruments.

2.2 a floating charge over all of the Company other property assets and rights of the Borrower owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security upon a Lender.

3. Restrictions

The Borrower will not without the Lenders consent

3.1 permit or create any mortgage, standard security charge, or lien on the property.

3.2 dispose of the property charged by clause 2.1.

3.3 dispose of the property charged by clause 2.2 other than in the ordinary course of business.

3.4 call on, or accept payment of, any unpaid capital.

3.5 deal with its book and other debts, except by collecting them in the ordinary course of business. In particular , the Company will not realise its book debts by means of invoice discounting or factoring arrangements.

3.6 grant or accept the surrender of any lease or licence of any its any of its land or consent to a tenant assigning or subletting.

3.7 dispose of part with or share possession or occupation of any of its land.

4. Property undertakings

The Borrower will:

4.1 permit the Lender any time to inspect the property.

4.2 keep all property of insurable nature comprehensively insured (including if requested by the Lender, terrorism cover) to the Lenders reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Borrower's expense.

3.3 hold on trust for the Lender all proceeds of any insurance of the property. At the Lenders option the Borrower will apply the proceeds in making good the relevant loss or damage or to reduce the Borrowers obligations.

4.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees) and all deeds and other documents of title relating to the property.

4.5 keep the property in good condition.

4.6 not, without the Lenders consent, carry out any development or make any alterations to any land which require planning permission or approval under building regulations.

4.7 pay all the money the Borrower receives in respect of book and other debts into an account the Lender may specify.

5. Conversion a floating charge into fixed charge

5.1 the Lender may by notice convert the floating charge on any of the property into a fixed charge. Following this notice, the Borrower will not dispose of any of the affected property without the Lenders consent.

5.2 the floating charge will become a fixed charge if an administrator of the Borrower is appointed.

6. Investigating accountants

The Lender may require the Borrower to appoint a firm of accountants to review its financial affairs if:

6.1 any of the Borrowers obligations are not paid when due.

6.2 the Lender considers that the Borrower has breached any other obligation to the Lender.

6.3 the Lender considers any information provided by the Borrower to be materially inaccurate. Any review required will take place within seven days of the Lender's request (or longer if the Lender agrees). The firm, and the terms of reference, must be approved

by the Lender. The Borrower (and not the Lender) will be responsible for the firm's fees and expenses, but the Lender may make payment and the Borrower will repay the Lender on demand.

7. Possession and exercise of power

7.1 the Lender does not have an immediate right to possession of the property or its income (and will not be considered to be taking possession if he enters into inspect or repair the property). The Borrower will continue in possession until the Lender takes possession.

7.2 the Lender may take possession and enforce this deed without further delay if:

7.2.1 the Lender demands payment of any of the Borrowers obligations.

7.2.2 the Borrower asked the Lender, or the Lender received notice of intention, to appointed administrator or an administrative application is made.

7.2.3 a meeting is called or a petition is presented for the liquidation of the Borrower.

7.2.4 any securities enforced in respect of any of the assets of the Borrower.

7.3 any purchaser of the party dealing with the Lender or a receiver may assume that the Lender's powers have been arisen and direct sizeable without proof that demand is been made.

7.4 the Lender will not be liable to account to the Borrower for any money not actually received by the Lender.

8. Appointment of receiver or administrator

The Lender may appoint or remove a receiver or receivers of property, or appoint an administrative of the Borrower. If the Lender appoint a receiver, the Lender may fix and pay the receivers fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of the Lender and receivers

91 The Lender or any receiver may:

9.1.1 carry on the Borrowers business.

9.1.2 enter, take possession of, and/or generally manage the property.

9.1.3 complete any unfinished works or carry out any new works of building construction maintenance or repair of on any land.

9.1.4 purchase any land or other property and purchase grant or release any interest in

or right overland or the benefit of any of covenants affecting the land. References to land or property include land or property that is purchased by the Lender or the receiver under this power.

9.1.5 sell, lease, surrender or accept surrenders of leases charge or deal with the property without restriction, including disposing of any fixtures separately from the land.

9.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower

9.1.7 take, continue or defend any proceedings and enter into any arrangements or compromise

9.1.8 insure the property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter indemnities and other security in connection with this.

9.1.9 call up any uncalled capital with all the powers conferred by the Borrower's articles of association.

9.1.10 employ advisors, consultants, managers, agents, workmen and others.

9.1.11 purchase or acquire materials tools, equipment, furnishing, goods or supplies.

9.1.12 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

9.2 A receiver may borrow and secure the repayment any money, in priority to the Borrowers obligations

9.3 Joint receivers exercise their powers jointly and separately.

9.4 A receiver will first apply any money received from the property towards the repayment of all money that the receiver is borrowed and secondly repayment of the receivers fees and expenses the receiver will then apply any remaining money received as required by law.

9.5 The Lender may exercise any of its powers even if a receiver hasn't been appointed.

9.6 The Lender may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that property. Otherwise the Lender will only accept exercise these rights as instructed by the Borrower.

9.7 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right without prior notice, both before and after demand. For this purpose the Lender may convert any amount in one currency to another using its market rate of exchange at any relevant time.

9.8 Any credit balance with the Lender will not be repayable, or capable of being disposed of charged or dealt with by the Borrower, until the Borrowers obligations, both

before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction in respect of future withdrawals.

10. Application of payments

10.1 the Lender may apply any payments received from the Borrower to reduce any of the Borrowers obligations, as the Lender decides.

10.2 if the Lender receives notice of any charge or other interest affecting the property, the Lender may suspend the operation of the Borrower's account(s) and open a new account or accounts. Regardless of whether the Borrower suspends the account(s), any payments received by the Lender for the Borrower after the date of that notice will be applied first to repay the Borrowers obligations arising after that date.

11. Preservation of other security and rights and further assistance

11.1 this deed is in addition to any other security guarantee of the Borrowers obligations held by the Lender now in the future. The Lender may consolidate this deed with any other security so that they may have to be retained together, but it will not merge with or prejudice any other security guarantee or any of the Lender's other rights.

11.2 on request the Borrower will execute any deed or document or take any action required by the Lender to perfect or enhance the Lender security under this deed.

12. Power of attorney

To give effect to this deed and secured the exercise of any of their powers the Borrower irrevocably appoints the Lender and separately any receiver to be the Borrowers attorney with full power of substitution delegation, in the Borrower's name to sign or execute any documents, deeds and any other instruments, or to take, continue or defend any proceedings.

13. Consents notices and demand

13.1 All consents notices and demands must be in writing.

13.2 The Lender may deliver a notice or demand to the Borrower at its registered office or at the contact details last known to the Lender.

13.3 A notice or demand signed by any official of the Lender will be effective at the time of personal delivery; on the second business after posting; or, if by fax, at the time of sending, if sent before 6 pm on a business day, or otherwise on the next business day. Business day is a weekday other than a normal national holiday.

13.4 A notice from the Borrower to the Lender will be effective on receipt.

14. Transfers

The Lender may allow any person to take over the its rights and duties under this deed the Borrower authorises the Lender to give that person or its agents any financial or other

information about the Borrower. References to the Lender includes its successors.

15. Law

15.1 English Law applies to this deed and the English Courts shall have exclusive jurisdiction.

15.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English Courts and irrevocably agrees that any judgement or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be in full stick is the Borrower in the courts of any other jurisdiction.

Executed and delivered
as a deed by the Borrower
Sign as deed acting by
Director and Secretary

Director

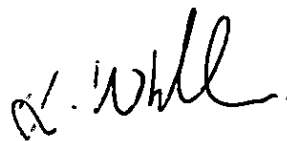


Secretary



Executed and delivered
as a deed by the Lender
Sign as deed acting by
Director and Secretary

Director



Secretary



2 March 2017

Certified to be a true copy of the original

A.G. Thorne

A G Thorne FCCA FCIS MCMI FRSA - Partner

Anthony G Thorne LLP

43 Mortington Road Chingford London E4 7DY

Date 10. March 2017

Schedule

Short particulars of all the property mortgaged or charged

1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company;

2 By way of fixed charge:-

- (i) all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property referred to in paragraph 1;
- (ii) all the plant machinery and fixtures and fittings of the Company present and future;
- (iii) all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
- (iv) all the goodwill and uncalled capital of the Company present and future;
- (v) all stocks shares and other securities of the Company present and future;
- (vi) all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting any of the charged property;
- (vii) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party;
- (viii) all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Note 1(c) below;
- (ix) all funds standing to the credit of the Company from time to time on any account with the Bank or any other Bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Note 1(c) below,

3 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

Note 1 The Debenture contains covenants by the Company with the Bank:-

- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on any of the Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge may be disposed of in the ordinary course of business.
- (b) Not without the previous written consent of the the Bank to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it.
- (c) To pay into the Company's account with the Bank (or such other account as the Bank may specify from time to time) all money which the Company may receive in respect of the Company's book debts and other debts and not to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular not to realise the Company's book debts and other debts by means of block discounting, factoring or the like and until payment to hold the same on trust for the Bank.

4. The Debenture gives the Company power to appoint an Administrative Receiver.