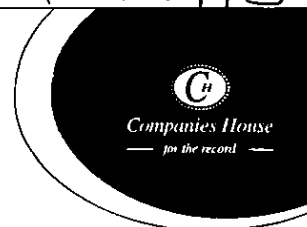


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# MG01

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

SATURDAY



A27 31/07/2010 417  
COMPANIES HOUSE

### 1 Company details

Company number 2 2 1 2 1 3 2

Company name in full THERMAL ENGINEERING LIMITED (the "Charging Company")

19

→ **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 2 7 0 7 2 0 1 0

### 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

Deed of security agreement dated 27 July 2010 and made between the Charging Company and  
Thermal Engineering Holding Limited (the "Lender") (the "Security Agreement")

P  
1  
21-10-5

### 4 Amount secured

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

Amount secured

All present and future moneys, obligations and liabilities owed by the  
Charging Company to the Lender, whether actual or contingent and  
whether owed jointly or severally, as principal or surety and/or in any  
other capacity whatsoever (the "Secured Liabilities")

4

#### 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

Name

THERMAL ENGINEERING HOLDING LIMITED

Address

International House, Yarmouth Place

London

Postcode

W 1 J 7 B U

Name

Address

Postcode

#### Continuation page

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

**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 the payment or discharge of the Secured Liabilities, the Charging Company with full title guarantee has

1 charged to the Lender, by way of legal mortgage, all its Properties,

2 charged to the Lender, by way of fixed charge, all its

- (a) Properties acquired by the Charging Company after the date of the Security Agreement,
- (b) Property Interests,
- (c) Equipment,
- (d) Securities,
- (e) Intellectual Property,
- (f) Debts,
- (g) Accounts,
- (h) Goodwill and Uncalled Capital, and
- (i) Other Rights

3 assigned to the Lender by way of fixed mortgage all of its right, title and interest in and to the Insurance Policies,

4 assigned to the Lender by way of fixed mortgage all of its rights, title and interest in and to

- (a) any rental income, and
- (b) any guarantee of rental income contained in or relating to any of the Properties

5 assigned to the Lender, the benefit of any lease on the Properties and any claims arising under the same, and the benefit of any guarantee or security for the performance of such lease, and

6 charged to the Lender, by way of floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to the preceding paragraphs

# MG01 - continuation page

## 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><b>Definitions</b></p> <p><b>Accounts</b> means all accounts, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction at the date of the Security Agreement or at any time thereafter (and from time to time) owned, operated or held by the Charging Company or in which the Charging Company has an interest,</p> <p><b>Charged Assets</b> means all the assets for the time being subject to the Security Interests created by the Security Agreement (and references to the Charged Assets include references to any part of it),</p> <p><b>Debts</b> means all book debts, other debts, receivables and liabilities of any kind whatsoever at the date of the Security Agreement or at any time thereafter (and from time to time) due, owing or payable to the Charging Company or in which the Charging Company has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same and all bills of exchange, promissory notes and other negotiable instruments for the time being owned or held by the Charging Company or in which the Charging Company has an interest, including all liens, reservations of title, rights of tracing and other rights enabling the Charging Company to enforce such debts,</p> <p><b>Equipment</b> means the Specified Equipment and all other equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property at the date of the Security Agreement or at any time thereafter (and from time to time) owned by the Charging Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto and the benefit of all contracts and warranties relating to the same,</p> <p><b>Goodwill</b> means all goodwill (including brands and brand names not comprising Intellectual Property) of or in the Charging Company at the date of the Security Agreement or at any time thereafter (and from time to time),</p> <p><b>Insurance Policies</b> means all contracts and policies of insurance or assurance (including any insurance relating to the Properties or the Equipment) and all moneys payable under or pursuant to such policies and all rights and interests in such contracts and policies including the right to the refund of any premium, in each case, at the date of the Security Agreement or at any time thereafter (and from time to time) owned or taken out by the Charging Company or in which the Charging Company has an interest,</p> <p><b>Intercreditor Deed</b> means the intercreditor deed dated on or about the date of the Security Agreement and entered into between, amongst others, (1) National Westminster Bank Plc, (2) RBS Invoice Finance Limited, (3) Lombard North Central Plc, (4) Jeffrey George Milton, John Jenkins, Trevor Milton, Anthony Green and Stephen Ireland and (5) the Lender and the Charging Company,</p>	

# MG01 - continuation page

## 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><b>Intellectual Property</b> means all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and any registration, extension, renewal or application for registration, including all present and future fees, royalties and other income or rights, derived therefrom or incidental thereto and also including the benefit of all present and future Security Agreements relating to the use of licensing or exploitation of any such rights, in each case, at the date of the Security Agreement or at any time thereafter (and from time to time) owned or held by the Charging Company or in which the Charging Company has an interest,</p> <p><b>Other Rights</b> means the benefit of all agreements, licences, consents and authorisations relating to the business of the Charging Company or any Charged Assets and the right to recover and receive all compensation which may be payable in respect of them, in each case, at the date of the Security Agreement or at any time thereafter (and from time to time) owned or held by the Charging Company or in which the Charging Company has an interest,</p> <p><b>Properties</b> means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties at the date of the Security Agreement or at any time thereafter (and from time to time) owned by the Charging Company wheresoever situate and all buildings, structures and fixtures and the proceeds of sale of all or any part thereof (including the properties which are briefly described as the south side of Orchard Road, Royston, registered at the Land Registry under title number HD374569),</p> <p><b>Property Interests</b> means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, at the date of the Security Agreement or at any time thereafter (and from time to time) owned or held by the Charging Company,</p> <p><b>Securities</b> means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) at the date of the Security Agreement or at any time thereafter (and from time to time) owned by the Charging Company, or in which the Charging Company has an interest (whether certificated or uncertificated and whether in registered or unregistered form), together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,</p> <p><b>Security Interest</b> means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other Security Agreement or arrangement having a similar effect,</p> <p><b>Specified Equipment</b> means the piece of machinery known as TRUMPF (Model TLC 1005 Lasercell, Serial no 240316), and</p>

# MG01 - continuation page

## 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>Uncalled Capital means all the uncalled capital of the Charging Company at the date of the Security Agreement or at any time thereafter (and from time to time)</p> <p>Negative Pledge</p> <p>Under the terms of the Security Agreement the Charging Company covenanted with the Lender that it will not at any time, except with the prior consent of the Lender</p> <p>1 create or purport to create or permit to subsist any Security Interest (other than a security interest as contemplated and as permitted by the Intercreditor Deed) on or in relation to the Charged Assets other than the Security Agreement, or</p> <p>2 sell, assign, transfer, lease, licence, share occupation of, part with possession or otherwise dispose of (or purport to sell, assign, transfer, lease, licence, share occupation of, part with possession or otherwise dispose of) all or any part of the Charged Assets or of the equity of redemption of any such Charged Assets or any interest in any such Charged Assets, except (in the case of Charged Assets charged by way of floating charge) in the ordinary course of its business and for the purpose of carrying on that business, or</p> <p>3 create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party</p> <p>Further Assurance</p> <p>As and when required by the Lender or Receiver the Charging Company, at its own cost, shall execute such further legal or other mortgages, charges, transfers or other in favour of the Lender as the Lender or Receiver shall from time to time require over all or any part of the Charged Assets, or the property intended to be the subject of the Security Agreement, further to secure the payment of the Secured Liabilities, such further mortgages, charges or transfers to be prepared at the cost of the Charging Company and to contain a power of sale and such other clauses for the benefit of the Lender as the Lender or Receiver may reasonably require and take whatever action required for the perfecting and protecting of any Securities intended to be created by the Security Agreement or facilitating the realisation of any Charged Assets or the exercise of any right, power or discretion exercisable by the Lender or Receiver or any of its delegates or subsidiaries in respect of any Charged Assets</p> <p>Independent security</p> <p>The Security Agreement shall be in addition to and independent of every other security or guarantee which the Lender may at any time hold for any of the Secured Liabilities and it is hereby declared that no prior security held by the Lender over the whole or any part of the Charged Assets shall merge in the security created by the Security Agreement</p> <p>Continuing security</p> <p>The Security Agreement shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges the Security Agreement in writing</p>

# MG01


## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>

Commission allowance or discount

None

<b>8</b>	<b>Delivery of instrument</b>
	<p>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 866)</p> <p>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 870) 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)</p>

<b>9</b>	<b>Signature</b>
	<p>Please sign the form here</p>
Signature	<p>Signature</p> <p>X  X</p>
	<p>This form must be signed by a person with an interest in the registration of the charge</p>

# MG01

## Particulars of a mortgage or 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 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 Sarah Spurling

Company name Mishcon de Reya

Address Summit House

12 Red Lion Square

Post town London

County/Region

Postcode W C 1 R 4 Q D

Country England

DX 37954 Kingsway

Telephone 020 7440 7173



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 2212132  
CHARGE NO. 19**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF SECURITY AGREEMENT  
DATED 27 JULY 2010 AND CREATED BY THERMAL  
ENGINEERING LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO THERMAL  
ENGINEERING HOLDING LIMITED ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 31 JULY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 AUGUST 2010**

PX



*Companies House*  
— for the record —



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