

MG01

Particulars of a mortgage or charge



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LASERFORM

TUESDAY

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



\*AAIPSNEK\*

A03

14/09/2010

110

COMPANIES HOUSE

1

Company details

Company number

0 4 0 6 1 9 6 5

Company name in full

Tanfield Group plc (the "Borrower")

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

d 0 d 7 m 0 m 9 y 2 y 0 y 1 y 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

Debenture (the "Debenture")

4

Amount secured

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

Amount secured

Capitalised terms used in this Form MG01 shall have  
the meanings set out in the continuation sheet to  
this Form MG01

All present and future monies, obligations or  
liabilities due, owing or incurred to Darren  
Stephen Kell (the "Lender") by the Borrower under  
the terms of a Facility Letter from the Lender to  
the Borrower dated 7th September 2010 and all other  
sums covenanted to be paid by the Borrower under  
the terms of the Debenture (the "Secured  
Liabilities")

Continuation page

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

#### Continuation page

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

Name Darren Stephen Kell

Address Ashwick House, Tranwell Woods

Morpeth, Northumberland

Postcode N E 6 1 6 B H

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

*Capitalised terms used in this Form MG01 shall have the meanings set out in the continuation sheet to this Form MG01*

#### 1. Fixed and Floating Charges

The Borrower with full title guarantee charged to the Lender as a continuing security for the payment and/or discharge of the Secured Liabilities -

1 1 by way of first legal mortgage all freehold and leasehold property of the Borrower now vested in it (whether or not registered at the Land Registry) together with all present and future buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

1 2 by way of first fixed charge

1 2 1 all future freehold and leasehold property of the Borrower together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,

1 2 2 all present and future interests of the Borrower in or over land or the proceeds of sale of it and all present and future licences of the Borrower to enter upon or use land;

1 2 3 all rent receivable from any lease granted out of any freehold or leasehold property present and future vested in or charged to the Borrower or in which it otherwise has an interest,

1 2.4 the benefit of all other agreements relating to land which the Borrower is or may become party or otherwise entitled,

(continued)

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## Particulars of a mortgage or charge

### 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

N/A

### 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 866)

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)

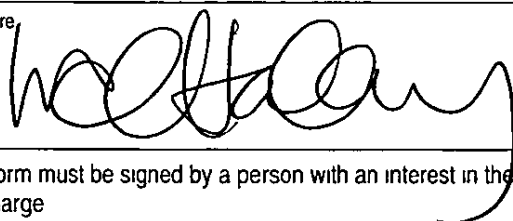
### 9 Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

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## 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 Julie Harrison

Company name Ward Hadaway

Address Sandgate House

102 Quayside

Post town Newcastle upon Tyne

County/Region Tyne & Wear

Postcode N E 1 3 D X

Country United Kingdom

DX DX 730360 Newcastle upon Tyne 30

Telephone 0191 2044000



### 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)

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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>1 2.5 all plant, machinery, vehicles and computer equipment of the Borrower (present and future) including but not limited to the Equipment together with all rights, title and interest of the Borrower under any agreements relating to the purchase, lease, hire purchase or maintenance of the same;</p> <p>1 2.6 all furniture, furnishings, equipment, tools and other chattels of the Borrower (present and future) together with all right, title and interest of the Borrower under any agreements relating to the purchase, lease or hire purchase of the same,</p> <p>1.2 7 all present and future uncalled capital and goodwill of the Borrower,</p> <p>1 2.8 all patents, utility models, trade marks and service marks (whether registered or not), brand and trade names, registered and unregistered design rights, rights in passing off, database rights, copyrights, computer programs, inventions, confidential information, know-how, trade secrets and all other intellectual or intangible property or rights in each case now or in the future held by the Borrower (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any and all applications for the protection thereof and all licences, agreements and ancillary and connected rights and benefits including all royalties, fees and other income from the same both present and future of the Borrower,</p> <p>1 2 9 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Borrower in any part of the world and any such rights as are referred to in 1 2 8 above but owned by others,</p> <p>1 2 10 all rights and interests in and claims under all present and future contracts or policies of insurance now or in the future held by or insuring to the benefit of the Borrower which relate to any asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 3 11 or 3.12 of the Debenture and as referred to in paragraphs 1 1 or 1 2 above (including all money payable under such contracts and policies),</p> <p>1 2 11 all rights and interests and claims under all other present and future contracts of insurance or assurance in which the Borrower now or hereafter has an interest and all monies from time to time payable thereunder including any refund of premiums,</p> <p>1.2 12 all present and future stocks, shares and other securities owned (at law or in equity) by the Borrower and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,</p> <p>1.2 13 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities</p>	

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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>charged by clause 3 1 2 10 of the Debenture and as referred to in clause 3.1 2.10, whether by way of dividend, distribution, interest or otherwise,</p> <p>1.1 14 the benefit of all warranties, instruments, guarantees, charges, pladges and other security and all other rights and remedies available to the Borrower in respect of any of the assets secured by fixed charge under the Debenture;</p> <p>1 2.15 all present and future bank account, cash at the bank and credit balances of the Borrower with any bank or other person whatsoever and all rights relating or attaching to them (including rights to interest) including but not limited to the Proceeds Account,</p> <p>1 2.16 all rights or property accruing or payable to the Borrower now or in the future under or by virtue of an asset secured by a fixed charge under the Debenture except to the extent that such rights, money or property are for the time being effectively charged by fixed charge by clause 3 1 to 3 1 2 13 of the Debenture as referred to in paragraphs 1.1 to 1.2 13, and</p> <p>1 2 17 all Debts whether now or hereafter existing and whether presently payable or hereafter falling due for payment and the full benefit of all rights and remedies relating thereto,</p> <p>1.3 by way of floating charge the whole of the undertaking of the Borrower and all its other property and assets whatsoever and wheresoever both present and future other than the property and assets effectively charged to the Fund by way of legal mortgage or fixed charge by the Debenture</p> <p>2 The Borrower with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Lender (subject to the right of the Borrower to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities) in so far as they are capable of being assigned by way of security all the rights, title and interest of the Borrower in and to any agreement to which the Borrower is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture or to the extent such agreement contains a prohibition, restriction or similar provision on security being created over such an agreement</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) applies to the floating charge created pursuant to the Debenture</p>	

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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

#### 3. Crystallisation

The floating charge created by the Debenture shall automatically crystallise and be converted into a specific charge over the assets and undertaking of the Borrower upon the occurrence of a default under the facility letter dated 7th September 2010 from the Lender to the Borrower and/or if any subsequent floating charge is crystallised into a fixed charge

#### 4. General Covenants

4 1 The Borrower covenants with the Lender that it shall not without the prior written consent of the Lender

4 1 1 create or attempt to create or permit to subsist any Encumbrance over all or any of its assets nor increase nor extend any liability of the Borrower secured on any of the Charged Property;

4.1 2 sell, lease, licence or otherwise dispose of any property or the whole or a substantial part of the undertaking of the Borrower or cause or permit any right over the Charged Property to be acquired by any third party but so that the Borrower may dispose of the Charged Property subject to the floating charge contained in the Debenture while the floating charge remains uncrystallised by sale at arms length in the usual course of the Borrower's day to day business,

4.1 3 exercise the statutory powers of leasing or accepting surrenders of leases nor grant any right to occupy or share occupation of any property nor agree to do any of such things,

4 1 4 make any material alterations or additions to or change the authorised use of any of its real property,

4 1.5 allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its properties (or any part of them) or create or permit to arise any overriding interest ((as specified in Schedule 1 or Schedule 3) to the Land Registration Act 2002) affecting any such property

#### 5. Debts

5 1 The Borrower will not without the prior written consent of the Lender deal with its Debts otherwise than by collecting them in the ordinary course of business and will not charge, factor, discount or assign any of its Debts in favour of any third party

5 2 Immediately following a request by the Lender and at all times following such request the Borrower will pay the proceeds of payment or realisation of all the Borrower's Debts into the Proceeds Account, and pending that payment will hold all money so received upon trust for the Lender The Borrower will not, without the prior written consent of the Lender, withdraw any monies standing to the credit of the Proceeds Account



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 4061965  
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 7  
SEPTEMBER 2010 AND CREATED BY TANFIELD GROUP PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO DARREN STEPHEN KELL 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  
14 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER  
2010

*Da*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES