

124308/13

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

\*insert full name of Company

To the Registrar of Companies (Address overleaf - Note 6)

For official use

Company number

S I I

00044701

Name of company

\* Mawdsley-Brooks & Company Limited (the "Assignor")

Date of creation of the charge

25 September 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

- Assignment of Collateral Warranties and Collateral Instruments (the "Deed")

Amount secured by the mortgage or charge

04

All present and future moneys, obligations and liabilities due, owing or incurred from or by the Assignor to The Royal Bank of Scotland plc (the "Assignee"), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever (the "Secured Liabilities") (and references to the Secured Liabilities include any of them).

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc  
36 St Andrew Square  
Edinburgh  
Postcode EH2 2YB

Presentor's name address and reference (if any):  
Cobbetts LLP  
58 Mosley Street  
Manchester  
M2 3HZ

For official Use (06/2005)  
Mortgage Section

Post room

SATURDAY



A16 \*ASN55DS4\* 03/10/2009 13

Time critical reference

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As a continuing security for the payment and discharge of the Secured Liabilities, the Assignor with full title guarantee hereby assigns to the Assignee by way of absolute assignment (subject in each case to reassignment on the expiry of the Security Period):

1. the whole of the Assignor's rights, title and interest in and to each Contract (see Addendum 4/4);  
and
2. all moneys from time to time payable to or for the account of the Assignor pursuant to each Contract; and

all other rights and claims of the Assignor in respect of each Contract, each Collateral Instruments and the Authorisations.

In the Deed the Assignor covenants with the Assignee that it will not at any time:

1. create or purport to create or permit to subsist any Security Interest on or in relation to the Assigned Assets other than the Deed;
2. sell, assign, transfer, declare any trust in respect of, lease, licence, share occupation of part with possession of or otherwise dispose of all or any part of the Assigned Assets or any interest therein; or

agree to do any of the things referred to in paragraphs 1 and 2 above.

(see Addendum 4/4)

Please do not write in this margin  
*Please complete legibly, preferably in black type, or bold block lettering*

495

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Carole UP*

Date 2 October 2009

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: **Companies House, Crown Way, Cardiff CF14 3UZ**

**Particulars of a mortgage or charge  
(continued)**

CHFP025

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Company Number

00044701

Name of Company

Mawdsley-Brooks & Company

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

--

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

--

In this form 395, the words below shall have the following meanings:

**"Assigned Assets"** means all the assets of the Assignor which are expressed to be assigned to the Assignee under the Deed and all other assets of the Assignor which are from time to time subject to the security interests created by this Deed and all references to the Assigned Assets shall be interpreted to mean both the whole and any part of such assets and any interest therein.

**"Authorisation"** means an authorisation, approval, consent, licence, permit, exemption, registration or filing necessary or desirable for the ownership, use or enjoyment of the Assigned Assets or the validity or effectiveness of the Deed or its admissibility in evidence in England and Wales.

**"Collateral Instrument"** means each instrument, securities, guarantee, indemnity or other assurance against financial loss, and each other document which contains or evidences an obligation to pay or discharge any liabilities of any person, in respect of the Contract.

**"Security Period"** means the period from the date of the Deed until the Assignee confirms in writing to the Assignor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**"Security Interest"** means a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Date	Description	Original parties
25 September 2009	Consultant CDM Co-Ordinator's Warranty Agreement	(1) Edgeworth Street Limited (2) Revelan (IOM) Limited/Revelan Properties (IOM) Limited (3) Amphion Construction Limited (4) Mawdsley-Brooks & Company Limited
25 September 2009	Consultant M&E Services Engineer's Warranty Agreement	(1) RW Gregory LLP (2) Revelan (IOM) Limited/Revelan Properties (IOM) Limited (3) Amphion Construction Limited (4) Mawdsley-Brooks & Company Limited
25 September 2009	Consultant Employer's Agent's Warranty Agreement	(1) Paul Mantle Partnership Limited (2) Revelan (IOM) Limited/Revelan Properties (IOM) Limited (3) Amphion Construction Limited (4) Mawdsley-Brooks & Company Limited
25 September 2009	Consultant Environmental Consultant's Warranty Agreement	(1) Celtic Technologies Limited (2) Revelan (IOM) Limited/Revelan Properties (IOM) Limited (3) Amphion Construction Limited (4) Mawdsley-Brooks & Company Limited
25 September 2009	Subcontractor Warranty for concrete floor slab	(1) Mawdsley-Brooks & Company Limited (2) Stuarts Industrial Flooring Limited (3) Revelan (IOM) Limited/Revelan Properties (IOM) Limited (4) Amphion Construction Limited
25 September 2009	Subcontractor Warranty for the Steel Tubing	(1) Mawdsley-Brooks & Company Limited (2) Per Aarsleff (UK) Limited (3) Revelan Estates Limited



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

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY NO. 44701  
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF COLLATERAL  
WARRANTIES AND COLLATERAL INSTRUMENTS DATED 25  
SEPTEMBER 2009 AND CREATED BY MAWDSLEY-BROOKS &  
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF  
SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 3 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 OCTOBER 2009

*D. Sele.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES