

MG01

Particulars of a mortgage or charge

132901/26



IRIS
LASERFORM

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

TUESDAY



AZ72CNZG
A17 05/10/2010 306
COMPANIES HOUSE

1 Company details For official use

Company number: 0 0 0 4 4 7 0 1

Company name in full: MAWDSLEY-BROOKS & COMPANY LIMITED (the "Assignor")

→ **Filling 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: 03 10 2009

3 Description

Description: Deed of Assignment of Collateral Warranties and Collateral Instruments (the "Deed")

4 Amount secured

Amount secured: 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)

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 The Royal Bank of Scotland plc

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

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

As a continuing security for the payment and discharge of the Secured Liabilities, the Assignor with full title guarant 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), and
- 2 all moneys from time to time payable to or for the account of the Assignor pursuant to each Contract, and
- 3 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 interest therein, or
- 3 agree to do any of the things referred to in paragraphs 1 and 2 above

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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

NIL.

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 *Cobbetta 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 *Joanne Judge*

Company name *Cobbetts LLP*

Address *58 Masley Street*

Post town *Manchester*

County/Region

Postcode

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Country

DX *DX 14374 Manchester 1*

Telephone *0845 404 2404*



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

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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

In this form MG01, 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 the 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

Date	Description	Original parties
<u>30 September 2010</u>	<u>Building Contractor Collateral Warranty</u>	(1) <u>P D R Construction Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u>
<u>30 September 2010</u>	<u>Structural Engineer Collateral Warranty</u>	(1) <u>BWB Consulting Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u>
<u>30 September 2010</u>	<u>Warranty – Sub-contractor to Owner relating to ground floor slabs</u>	(1) <u>ABS Brymar Floors Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u>
<u>30 September 2010</u>	<u>Warranty – Sub-contractor to Owner relating to overhead doors</u>	(1) <u>Crawford UK Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u>
<u>30 September 2010</u>	<u>Warranty – Sub-contractor to Owner relating to windows, curtain walling and entrance doors</u>	(1) <u>Fox Aluminium Systems Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u> (3) <u>P D R Construction Limited</u>
<u>30 September 2010</u>	<u>Warranty – Sub-contractor to Owner – Employer's Agent and CDM co-ordinator</u>	(1) <u>Gleeds Management Services Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u>
<u>30 September 2010</u>	<u>Warranty – Sub-contractor to Owner relating to roofing services</u>	(1) <u>Hadfield Roofing and Cladding Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u>
<u>30 September 2010</u>	<u>Warranty – Sub-contractor to Owner relating to vibro ground improvement services</u>	(1) <u>Independent Ground Improvement Company Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u>
<u>30 September 2010</u>	<u>Warranty – Sub-contractor to Owner relating to lifts</u>	(1) <u>Kone plc</u> (2) <u>Mawdsley-Brooks & Company Limited</u>
<u>30 September 2010</u>	<u>Warranty – Sub-contractor to Owner relating to design and installation of electrical works</u>	(1) <u>Linx Electrical Limited</u> (2) <u>Mawdsley-Brooks & Company Limited</u>

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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

30 September 2010	Warranty – Sub-contractor to Owner relating to architect services	(1) Red 4 Limited (2) Mawdsley-Brooks & Company Limited
30 September 2010	Warranty – Sub-contractor to Owner relating to precast concrete units	(1) Roger Bullivant Limited (2) Mawdsley-Brooks & Company Limited
30 September 2010	Warranty – Sub-contractor to Owner relating to staircases	(1) Bespoke Precast Limited (2) Mawdsley-Brooks & Company Limited (3) Aggregate industries UK Limited



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

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

**COMPANY NO. 44701
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF
COLLATERAL WARRANTIES AND COLLATERAL
INSTRUMENTS DATED 30 SEPTEMBER 2010 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 25 OF THE COMPANIES ACT 2006 ON THE 5 OCTOBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 OCTOBER 2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES