



Registration of a Charge

Company name: **WOODBAR LIMITED**

Company number: **01573538**

Received for Electronic Filing: **08/05/2015**



X46Z8XOI

Details of Charge

Date of creation: **20/04/2015**

Charge code: **0157 3538 0015**

Persons entitled: **GABLE INSURANCE AG**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVID MONTAGUE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1573538

Charge code: 0157 3538 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2015 and created by WOODBAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2015 .

Given at Companies House, Cardiff on 11th May 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

G A B L E

DATED: The 20th day of April, 2015

WOODBAR LIMITED

and

GABLE INSURANCE AG

DEED OF ASSIGNMENT K03236 2015/GK1431 (AOD)

DEED OF ASSIGNMENT**PARTIES**

- (1) WOODBAR LIMITED (Company No. 01573538) whose registered office is situated at Woodbar House 50 Alexandra Road Enfield Middlesex EN3 7EH United Kingdom ("the Assignor")
- (2) GABLE INSURANCE AG whose registered office address is situated at Pflugstrasse 20, LI-9490 Vaduz, Principality of Liechtenstein ("the Assignee")

By way of consideration for the Assignor's obligations hereunder the Assignor acknowledges the receipt of the sum of One pound (£1.00) from the Assignee.

Definitions and interpretation

In this agreement, unless the context otherwise requires:

- (a) "the Debts" means all debts now due or from time to time becoming due to the Assignor by the Debtor, or such other person in relation to any services provided or goods supplied within or in any way related to the projects or contracts referred to in the **Schedule hereto** or such related contract or project together with all rights of the Assignor arising out of, or in connection with, any breach or default by the relevant debtor;
- (b) "the Debtor" means the person listed in the **Schedule hereto** as the same;
- (c) "the Payment Instruments" means all guarantees, bonds, indemnities, promissory notes, cheques, bills of exchange, undertakings, standby letters of credit whether or not confirmed or other similar instructions now or from time to time after the date of this deed existing of which the Assignor is the beneficiary and in any way relevant to the Debts;
- (d) "the Receivables" means the Debts and the Payment Instruments and all money, including without limitation, payments for work done and goods supplied payable now or in the future to, or for the account of, the Assignor under or in respect of the Debts and / or the Payment Instruments together with:
 - (i) all rights, benefits, interest, insurance monies or proceeds arising under or pursuant thereto;
 - (ii) all drafts drawn and / or accepted or undertakings or guarantees given under or pursuant thereto; and
 - (iii) all rights, actions and remedies now or in future accruing under or in relation to it, including, without limitation, under any drafts, undertakings or guarantees referred to in (d)(ii) above;
- (e) "the Secured Liabilities" means all present and future obligations and liabilities of the Assignor to the Assignee including but not limited to those under the Deed of Counter Indemnity and

whether actual, contingent, joint or several including, without limitation, all expenses (including legal fees), bank charges, expert's fees, consultancy costs and any taxes in respect of them incurred by the Assignee in connection with any of the above or in the Assignee seeking to recover or enforce any of the above, all on a full indemnity basis;

- (f) "the Performance Bond" means **Guarantee Number K03236 2015 / GK1431**
- (g) "the Deed of Counter Indemnity" means **Deed of Counter Indemnity K03236 2015 / GK1431 (DCI)**

NOW THIS DEED WITNESSES as follows:

1. Assignment of Debts

In consideration of the Assignee issuing the Performance Bond at the request of the Assignor, the Assignor with full title guarantee, assigns absolutely as a first priority assignment to the Assignee all its right, title and interest in and to the Receivables as a continuing security for the payment or discharge to the Assignee of the Secured Liabilities.

2. Covenants and warranties

- (a) The Assignor shall deliver direct to the Assignee original or certified true copies as the Assignee may from time to time direct of all documents and underlying contracts evidencing or relating to the Receivables.
- (b) The Assignor shall forthwith:
 - (i) provide the Assignee with any information it requests about any of the Receivables or any related matter;
 - (ii) give the Assignee access to all documents, and all accounting records, data and information relevant to any of the Receivables or any related matter, in the Assignee's possession or control;
 - (iii) generally provide the Assignee and its officers with full and prompt co-operation and assistance.
- (c) The Assignor represents and warrants that:
 - (i) the Assignor is the sole, lawful and beneficial owner and / or person entitled to the benefit of each of the Receivables and shall ensure that each of the Receivables remains at all times free from any security interest;
 - (ii) each of the Receivables is, or will be when it comes into existence, assignable at any time by the Assignor to the Assignee without the consent of any third party; and

- (iii) the Assignor has not sold, transferred, disposed of, assigned or otherwise created a security interest over, nor has it agreed to sell, transfer, assign or otherwise create a security interest over, the Receivables or any interest in them;
- (iv) the Receivables are all collectable, and that there is no dispute as to the validity thereof whether in totality or in part.
- (d) The representations and warranties contained in clause 2(c) above shall be deemed to be repeated with reference to the facts and circumstances existing on each such day.

3. Collection, dealings and application of Receivables

- (a) Unless and until a demand referred to in clause 3(b) below is made, or written notice is given by the Assignee to the contrary, the Assignee appoints the Assignor as its agent and Trustee for the collection of the Receivables;
- (b) Upon any demand being made by the Assignee pursuant to clause 2.2 of the Deed of Counter Indemnity, or upon any other liability of the Assignor to the Assignee so arising:
 - (i) the Assignee may require and collect payment of the Receivables or any part thereof, and by this deed the Assignor irrevocably authorises the Assignee to collect the Receivables upon such a demand having been made;
 - (ii) the Assignee may, without the consent or authority of the Assignor, sell, assign, transfer negotiate or otherwise dispose of or deal with the Receivables in such manner and generally on such terms and conditions and for such consideration as the Assignee may in its absolute discretion think fit;
 - (iii) the Assignee may apply the proceeds of the sale or other disposal of the Receivables as it shall deem fit in or towards the discharge or set-off against or retention on account of the Secured Liabilities;
 - (iv) the Assignor must pay any proceeds of such Receivables it receives into a separate segregated bank account, and the Assignor must not have access to the contents of such account without the express written prior consent of the Assignee;
 - (v) Until all amounts that may be or become payable by the Assignor to the Assignee have been irrevocably paid and discharged in full, the Assignee may appropriate any money received by it as a result of the assignment contained in clause 1 or as proceeds of sale or other disposal of the Receivables to any part of the liability of the Assignor whether it be principal or interest and whenever arising.

4. Limit on Assignee's Liability

- (a) Notwithstanding this deed, the Assignee shall not be under any obligation or liability to the Assignor or any other person by reasons of this deed or for anything done by the Assignee pursuant to it except for such obligation as is expressly assumed by the Assignee in it.
- (b) Further, the Assignee shall not be obliged:
 - (i) to assume or be under any obligation in any manner to perform or fulfil any obligation of the Assignor in relation to any of the Receivables or any underlying contract relating to the Receivables;
 - (ii) to enforce payment under or in respect of any of the Receivables; or
 - (iii) to make any enquiry as to the nature or sufficiency of any payment received by it under or pursuant to this deed.
- (c) The Assignee shall in no circumstances be responsible for any damage to, or loss of, the Receivables or any party thereof howsoever caused.
- (d) Neither the Assignee nor any of its agents, officers, delegates, consultants or advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions under this deed;
- (e) The Assignee shall not be liable to account as a mortgagee in possession of the Receivables.

5. Successors and assigns

This deed shall be binding on the Assignor and its successors but the Assignor may not assign or transfer all or any of its rights or obligations under this deed.

6. Waiver and variation

- (a) No failure or delay on the part of the Assignee to exercise any power, right or remedy under this deed shall operate as a waiver of it, nor shall any single or partial exercise by the Assignee of any power, right or remedy preclude any other or further exercise of it or the exercise of any other power, right or remedy. The remedies provided in this deed are cumulative and are not exclusive of any remedies provided by law. No waiver shall be effective or binding on the Assignee unless given in writing by an authorised officer of the Assignee.
- (b) The terms of the deed may be amended only by an instrument in writing signed by an authorised officer of the Assignee and by an authorised signatory on behalf of the Assignor.

7. Severability

Each of the provisions of this deed is severable and distinct from the others and notwithstanding that at any time one or more of such provision is or becomes or proves to be invalid, illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8. Governing Law, and Jurisdiction

- (a) This Deed shall be governed by and construed in accordance with the laws of England and Wales;
- (b) Each party submits to the non exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the 20th day of April 2015.

THE SCHEDULE
(Particulars of the Debt)

Contract Date

Contract Details

New build refurbishment at Abbots Hill School Nursery

Parties

Woodbar Limited
and
Abbots Hill Limited

Contract Value

£845,441.50

Amount Still Due

Any unpaid Architects Certificate(s) issued under the Contract

Debtor


Woodbar Limited

G A B L E

EXECUTED AND DELIVERED AS A DEED by
WOODBAR LIMITED
in the presence of:

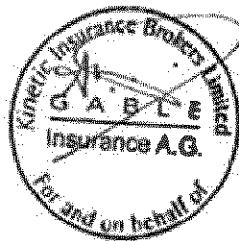


Director



Director/Secretary/Witness

SIGNED BY KINETIC INSURANCE BROKERS LIMITED
FOR AND ON BEHALF OF GABLE INSURANCE AG



Authorised Signatory

Signature Required. This Deed shall not be valid unless signed by Kinetic Insurance Brokers above.

Agent Not Surety. Kinetic Insurance Brokers is not a surety of any Performance Bond described herein and neither is nor shall be liable for any loss or claim whatsoever. The surety of each such Performance Bond is Gable Insurance AG whose details can be ascertained as set forth herein.