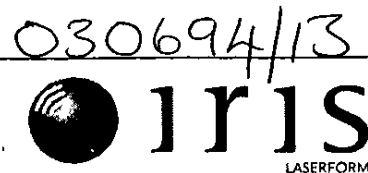


MG01

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 a Scottish  
company. To do this, please use  
form MG01s

SATURDAY



\*AMMV5TCN\*

A52

16/04/2011

157

COMPANIES HOUSE

1

**Company details**

Company number

0 2 3 1 8 5 0 8

Company name in full

AGM Design and Build Limited (the "Company")

For official use

**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

d 4 m 4 y 2 y 0 y 1 y 1

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 dated 4 April 2011 made between (1) the Company and (2) Arbuthnot Latham & Co  
Limited (the "Debenture")

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**Amount secured**

Amount secured

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

(i) all indebtedness, liabilities and obligations which were at the  
date of the Debenture or may at any time thereafter be due, owing or  
incurred in any manner whatsoever to the Bank, by the Company  
whether actually or contingently, and whether solely or jointly with any  
other person and whether as principal or surety and whether or not  
the Bank shall have been an original party to the relevant transaction  
and in whatever currency denominated including all liabilities from  
time to time issued or incurred by the Bank at the request of the  
Company in connection with foreign exchange transactions,  
acceptances, discounting or otherwise or under any guarantees,  
bonds, indemnities, documentary or other credits or any instruments  
whatsoever and including interest, discount, commissions and any  
other lawful charges or expenses which the Bank may in the course  
of its business charge in respect of all such indebtedness liabilities  
and obligations

**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

**Continuation page**

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

Name Arbuthnot Latham & Co Limited (the "Bank")

Address Arbuthnot House

20 Ropemaker Street, London

Postcode E C 2 Y 9 A R

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

(i) By way of first legal mortgage all freehold and leasehold property vested at the time of the Debenture in the Company or any time thereafter together with all buildings and erections and fixtures and fittings and fixed plant and machinery for the time being thereon belonging to the Company and all improvements and additions thereto subject to and with the benefit of any existing leases, rights, right of tracing and unpaid vendors' liens and similar and associated rights (the "Mortgaged Property").

(ii) By way of first fixed charge

(a) all future freehold and leasehold property of the Company together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold and leasehold property which is let or sublet to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon,

# MG01

## Particulars of a mortgage or charge

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### 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

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### 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 870).

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 866). 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).

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### Signature

Please sign the form here

Signature

Signature

X *bind x bind UP* X

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

# 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 Jonathan Baker

Company name Bird & Bird LLP

Address 15 Fetter Lane

Post town London

County/Region

Postcode E C 4 A 1 J P

Country

DX 119 London

Telephone 020 7415 6000

### 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)

# 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

- (b) all estates and interests not effectively charged by (i) and (ii) (a) at the time of the Debenture or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences at the time of the Debenture or thereafter held by the Company to enter upon or use the land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenant's fixtures, plant and machinery owned by the Company at the time of the Debenture or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Debenture,
- (c) all stocks, shares (including but not limited to shares in any subsidiary) debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate at the time of the Debenture or any time thereafter belonging to the Company together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,
- (d) the goodwill of the Company and is uncalled capital at the time of the Debenture or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a receiver or a liquidator),
- (e) all copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor) inventions, rights in trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor) confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property) throughout the world at the time of the Debenture or at any time thereafter belonging to or created by or assigned to the Company,
- (f) all plant, vehicles and machinery at the time of the Debenture or at any time thereafter belonging to the Company (excluding however plant, vehicles and machinery for the time being forming part of its stock-in trade or work in progress),
- (g) all chattels at the time of the Debenture or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract,
- (h) all present and future book debts, rentals (including Rental Income), royalties, fees, cash received by the Company, VAT and all other amounts recoverable or receivable by the Company by any other person due or owing to the Company and the benefit of all rights relating thereto including without limitation negotiable instruments, legal or equitable charges, reservations of property rights, rights for tracing unpaid vendors' liens and similar associated rights (the "Receivables"),
- (i) the benefit of all licences, consents and authorisations (statutory or otherwise held in connection with its business or the use of all or any of the property and assets which are from time to time the subject of the Debenture (the "Charged Assets")) and the right to recover and receive all compensation which may be payable to the Company in respect of them,

# 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

- (j) the copyright and rights and the nature of copyright invested in the Company from time to time and any plans, specifications, negatives prepared for or in connection with any development of or on the Mortgaged Property and the implied licence of the Company in any such plans, specifications and negatives, the copyright of which is not vested in the Company,
- (k) the gross rents and licence fees and other monies receivable at the time of the Debenture or thereafter at any time by the Company in respect of or arising out of the Mortgaged Property or any agreement for lease or otherwise without limitation derived by the Company from the Mortgaged Property or otherwise paid to or received by the Company in respect of the Mortgaged Property but excluding insurance rents or service charges or the like (the "Rental Income") present or future and whether payable at the time of the Debenture or thereafter,
- (iii) By way of first fixed equitable charge
- (a) the benefit of each and all of the personal covenants by the lessees or underlessees under the leases or underleases to which the Mortgaged Property is for the time being subject (the "Occupational Leases") and the lease or underleases which the Mortgaged Property (or any part thereof) is held at the time of the Debenture or from time to time and each and all the guarantees in respect of the obligations of lessess and underlessees under or pursuant to the Occupational Leases and said leases or underleases in any such case whether given to the Company or any predecessor in title of the Company and any existing or after acquired easements and rights in the nature of easements or other rights benefitting or otherwise affecting the Mortgaged Property from time to time,
- (b) the benefit of (i) contractual representations made to the Company in relation to the Mortgaged Property and its acquisition and (ii) all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the architects, quantity surveyors, building contractors, consulting engineers and any other such person now or at any time engaged by the Company in relation to the Mortgaged Property and the manufacturers, buyers and installers of all plant, machinery, fixtures, fittings and other items at the time of the Debenture or from time to time in the buildings erected or to be erected on the Mortgaged Property and any other person, firm or company at the time of the Debenture or from time to time under contract or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of the foregoing persons,
- (c) all insurance policies in force from time to time in relation to the Charged Assets and all monies payable thereunder insofar as they are capable of being charged by the Company,
- (d) without prejudice to the generality of the foregoing all or any proceeds of sale or other disposable or realisation of the Mortgaged Property payable or receivable before at or after completion of any such or other disposal or realisation whether payable to or receivable by the Company or any agent or other person or on behalf of the Commissioners of Inland Revenue or any other authority body or person whatsoever and the benefit of any accounts set up at any time in the name of or for the account of the Company into which the proceeds of any such sale or other disposition or realisation shall be deposited and all monies from time to time standing to the credit of any such account,
- (e) by way of first floating charge all the Company's undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing)
- (i) heritable property and all other property and assets in Scotland, and
- (ii) the proceeds of collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Debenture



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

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

**COMPANY NO. 2318508  
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 APRIL 2011  
AND CREATED BY AGM DESIGN AND BUILD LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ARBUTHNOT LATHAM & CO. LIMITED ON ANY  
ACCOUNT WHATSOEVER 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 16 APRIL 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 APRIL 2011**



*Companies House*  
— for the record —

*DX*



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