

# MG01

## Particulars of a mortgage or charge



010530/13

**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 re-  
particulars of a charge for a S  
company. To do this, please use  
form MG01s

TUESDAY



\*A0JFNS9W\*

A14

08/03/2011

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COMPANIES HOUSE

1

### Company details

Company number 04116907  
Company name in full PROJECT SCAFFOLDING LIMITED

6 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 d1 d6 m0 m2 y2 y0 y1 y1

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 MORTGAGE OF CHATTELS

4

### Amount secured

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

Amount secured ALL PRESENT AND FUTURE MONIES, OBLIGATIONS AND  
LIABILITIES OWED BY THE BORROWER TO THE LENDER,  
WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED  
JOINTLY OR SEVERALLY, AS PRINCIPAL OR SURETY AND /  
OR IN ANY OTHER CAPACITY, (INCLUDING, WITHOUT  
LIMITATION, THOSE ARISING UNDER CLAUSE 19.3(B))  
TOGETHER WITH ALL INTEREST (INCLUDING, WITHOUT  
LIMITATION, DEFAULT INTEREST) ACCRUING IN RESPECT  
OF SUCH MONIES OR LIABILITIES

**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 TI INDUSTRIAL GROUP LIMITED (CRN 06948336)

Address UNIT 6, LODGE BANK, CROWN LANE

HORWICH, BOLTON, LANCASHIRE

Postcode B L 6 5 H Y

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

**3 1 LEGAL MORTGAGE**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first legal mortgage, the Assets

**3 2 FIXED CHARGE**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge.

(a) all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy, to the extent not effectively assigned under clause 3 3;

(b) the benefit of each Relevant Agreement, to the extent not effectively assigned under clause 3.3;

(c) the benefit of all other contracts, guarantees, appointments, warranties relating to the Assets and other documents to which the Borrower is a party, which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 3 3, and

(d) all authorisations (statutory or otherwise) held of required in connection with the use of any Charged Property, and all rights in connection with them (CONTINUED ON CONTINUATION PAGE)

## MG01 - continuation page

### Particulars of a mortgage or charge

4

#### Amount secured

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

Amount secured

##### 1.3 ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities

(a) all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy;

(b) the benefit of each Relevant Agreement;

(c) the benefit of all other contracts, guarantees, appointments, warranties relating to the Assets and other documents to which the Borrower is a party, which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 1 3(a) or clause 1 3(b), and

(d) all authorisations (statutory or otherwise) held of required in connection with the use of the Charged Property, and all rights in connection with them,

provided that nothing in this clause 1.3 shall constitute the Lender as mortgagee in possession

##### DEFINITIONS

**Assets:** the equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus, goods, chattels or other tangible moveable property described in the Schedule (including any component parts of any such assets from time to time held by the Borrower (whether or not attached to any such assets)), together with all additions, alterations, substitutions, replacements, renewals and / or modifications of or to those assets from time to time, and all accessories to any such assets from time to time (including maintenance and other records, manuals, handbooks, data, drawings and schematics relating to those assets and / or documents relating to warranties and patent indemnities given by manufacturers or suppliers of those assets)

**Borrower:** Project Scaffolding Limited (crn: 04116907) whose registered office is at Unit 6, Lodge Bank, Crown Lane, Horwich, Bolton, Lancashire, BL6 5HY (previously Dawsons Wharf, Vulcan Street, Middlesborough, Cleveland, TS2 1JR)

**Charged Property:** all the assets, property and undertaking for the time

## MG01 - continuation page

Particulars of a mortgage or charge

4

### Amount secured

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Amount secured

being subject to the security interests created by the legal mortgage (and references to the Charged Property shall include references to any part of it).

**Insurance Policies** all the contracts and policies of insurance effected or maintained from time to time in respect of the Assets.

**Lender:** TI Industrial Group Limited (crn: 06948336) whose registered office is at Unit 6, Lodge Bank, Crown Lane, Horwich, Bolton, Lancashire, BL6 5HY.

**Relevant Agreement** means.

(a) each agreement for the maintenance, repair or upkeep of the Assets and any guarantee, warranty or security for the performance of any such agreement; and

(b) all other contracts, guarantees, appointments, warranties, indemnities and other documents relating to the Assets to which the Borrower is a party, which are in favour or of which it has the benefit

**Schedule** means

1. All scaffolding owned by the Borrower at the date of this legal mortgage whether on the Borrower's premises or otherwise.

2. The following vehicles

- (a) Iveco NX04 CZV,
- (b) Merc V964 HLB;
- (c) Iveco NX03 NMY,
- (d) VW Passat NV08 HHO;
- (e) VW Passat NV08 PJJ;
- (f) Iveco Dropside 7 5T NX04 LKV,
- (g) Astra van 1.5T WP57 OKG,
- (h) Vectra VU08 VFJ;
- (i) Insignia SH09 EXC, and
- (j) Iveco Flat Lorry 26T SK03 HBH.

2 All modular offices owned by the Borrower at the date of this legal mortgage whether on the Borrower's premises or otherwise.

**Secured Liabilities** all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and / or in any other capacity, (including, without limitation, those arising under clause 19 3(b)) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

# MG01

## 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

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 *George Davies Solicitors LLP* 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 CHARLIE YATES

Company name GEORGE DAVIES SOLICITORS LLP

Address

Post town

County/Region

Postcode

Country

DX 14316 MANCHESTER 1

Telephone 0161 236 8992



### 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)



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

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

COMPANY NO. 4116907  
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE OF CHATTELS DATED  
16 FEBRUARY 2011 AND CREATED BY PROJECT SCAFFOLDING  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO TI INDUSTRIAL GROUP  
LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 8 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MARCH 2011

OX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES