

MG01

Particulars of a mortgage or charge

013804/13



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

THURSDAY



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A11

08/12/2011

221

COMPANIES HOUSE

1

**Company details**

5

For official use

Company number

0 7 2 1 7 3 9 4

Company name in full

Denby Assets Limited (the "Company")

**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

d0 d1 m1 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

Assignment of Contracts dated 1 December 2011 between (1) the Company and Denby Assets (No  
2) Limited (together the "Assignors") and (2) HSBC Bank plc (the "Assignee") (the "Assignment")

4

**Amount secured**

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

Amount secured

Any liability expressed to be due, owing or payable by the Assignors  
to the Assignee under or in connection with any of the Finance  
Documents (as defined in section 6 of this form) (in each case,  
whether alone or jointly, or jointly and severally, with any other  
person, whether actually or contingently and whether as principal,  
surety or otherwise) (together the "Secured Liabilities")

**Continuation page**

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

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## 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 HSBC Bank plc

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

See continuation sheet

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## 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 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 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).

### 9 Signature

Please sign the form here

Signature

Signature

X

*Pinet Masons LLP*

X

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

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## 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 Lisa McMullan

Company name Pinsent Masons LLP

Address 3 Hardman Street

Post town Manchester

County/Region

Postcode

M 3 3 A U

Country

DX 14490 Manchester 2

Telephone 0161 234 8427



### 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)

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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	1	<p><b>Assignment</b></p> <p>As a continuing security for payment of the Secured Liabilities, the Company with full title guarantee -</p> <p>1 1 assigned all its present and future rights title and interest in and to and all benefits accruing under or in connection with each Agreement and all Related Rights in respect of each Agreement absolutely in favour of the Assignee subject to a proviso for reassignment on redemption, and</p> <p>1 2 to the extent not assigned or effectively assigned by Clause 3 1 1 of the Assignment (as shown at paragraph 1 1 above), charged by way of first fixed charge in favour of the Assignee all its present and future right, title and interest in and to, and all benefits accruing under or in connection with each Agreement and all Related Rights in respect of each Agreement</p> <p><b>2 Dealings</b></p> <p>2 1 Until a Default occurs, but subject always to Clauses 4 (<i>Undertakings</i>) of the Assignment and 5 (<i>Restrictions and further assurance</i>) of the Assignment, the Company may continue to deal with each Counterparty in relation to the relevant Agreement</p> <p>2 2 Upon the occurrence of a Default, the Company shall have no further right to deal with each Counterparty and the Company may notify each Counterparty that it should deal only with the Assignee</p> <p><b>3 Trust</b></p> <p>If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company shall hold it on trust for the Assignee</p> <p><b>4 Security</b></p> <p>The Company shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by clause 15 4 (<i>Negative pledge</i>) of the Facility Letter</p> <p><b>5 Disposal</b></p> <p>The Company shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub license, transfer or otherwise dispose of any Charged Property except as permitted by clause 15 5 (<i>Disposals</i>) of the Facility Letter</p> <p><b>6 Definitions</b></p> <p><b>"Agreements"</b> means the collateral warranties listed in Schedule 2 to the Assignment as shown in Schedule 1 to this form</p> <p><b>"Charged Property"</b> means all the property, assets and undertaking of the Assignors which from time to time are, or are expressed to be, the subject of the Security created in favour of the Assignee by or pursuant to the Assignment</p>

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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

- "Counterparties"** means the counterparties listed in Schedule 2 to the Assignment as shown in Schedule 1 to this form
- "Default"** has the meaning given to it in the Facility Letter
- "Facility Letter"** means the sterling term loan facility letter dated on or about the date of the Assignment made between Denby Assets Limited and Denby Assets (No 2) Limited and HSBC Bank plc (acting in their respective capacities as trustees of the Denby Estate Company)
- "Finance Documents"** has the meaning given to it in the Facility Letter
- "Related Rights"** means in relation to any Charged Property
- (a) the proceeds of sale of any part of that Charged Property,
  - (b) all rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that Charged Property, and
  - (c) any moneys and proceeds paid or payable in respect of that Charged Property
- "Security"** has the meaning given to it in the Facility Letter

#### SCHEDULE 1 - AGREEMENTS

Agreement	Counterparties
Contractor's Warranty	(1) Morgan Sindall PLC (formerly Morgan Ashurst PLC) (2) DEB Limited
Collateral Warranty	(1) Stephen George and Partners LLP (2) Morgan Sindall PLC (formerly Morgan Ashurst PLC)
Collateral Warranty	(1) BWB Consulting Limited (2) Morgan Sindall PLC (formerly Morgan Ashurst PLC)

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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

Collateral Warranty	(1) Trilogie Corporate Real Estate Limited (2) Morgan Sindall PLC (formerly Morgan Ashurst PLC)
Collateral Warranty	(1) Robert Prettie and Co Limited (2) Morgan Sindall PLC (formerly Morgan Ashurst PLC)
Collateral Warranty	(1) Electract Limited (2) Morgan Sindall PLC (formerly Morgan Ashurst PLC)



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

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

**COMPANY NO. 7217394  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF CONTRACTS  
DATED 1 DECEMBER 2011 AND CREATED BY DENBY ASSETS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE ASSIGNORS TO HSBC BANK PLC ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 8  
DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 DECEMBER  
2011

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES