

MG01

Particulars of a mortgage or charge

537384/13

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

You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

WEDNESDAY



A1HA0308

A11

12/09/2012

#228

COMPANIES HOUSE

1

Company details

Company number

7 5 7 4 7 5 3

Company name in full

1489 Construction Limited (the "Borrower")

3 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

10 09 2012

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 GIVEN BY THE BORROWER IN FAVOUR OF THE LENDER (DEFINED BELOW)
ON THE DATE PROVIDED ABOVE ("DEBENTURE")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities at the date of the Debenture and
in the future owed by the Borrower to the Lender, whether actual or
contingent and whether owed jointly or severally, as principal or
surety or in any other capacity, together with all interest (including,
without limitation, default interest) accruing in respect of those
monies or liabilities ("Secured Liabilities")

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	Kenneth George Bragg (the "Lender")	
Address	41 Old Gate Road, Thrussington, Leicester	
Postcode	L E 7 4 T L	
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	<p>1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee</p> <p>1 1 charged to the Lender, by way of first legal mortgage, all the Properties specified in Schedule 1 of the Debenture,</p> <p>1 2 charged to the Lender, by way of first fixed charge</p> <p>(a) all Properties acquired by the Borrower in the future,</p> <p>(b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 1 in, or over, freehold or leasehold property,</p> <p>(c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,</p> <p>(d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Charged Property, and all rights in connection with them,</p> <p>(e) all its present and future goodwill and uncalled capital,</p> <p>(f) all the Equipment,</p> <p>(g) all the Intellectual Property,</p> <p>(h) all the Book Debts,</p> <p>(i) all the Investments, and</p> <p>(j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)</p> <p>1 3 assigned to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy,</p> <p>1 4 charged to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 1 1 to clause 1 3 inclusive</p>	

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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 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

MaBrass

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 **STEVE HALKETT**

Company name
Wright Hassall LLP

Address **Olympus House**

Post town **Leamington Spa**

County/Region **Warwickshire**

Postcode **C V 3 4 6 B F**

Country **United Kingdom**

DX **742180 LEAMINGTON SPA 6**

Telephone **01926 886688**

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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 The floating charge created by clause 1 4 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged property if

2 1 the Borrower

(a) creates, or attempts to create, without the prior written consent of the Lender, an Encumbrance or a trust in favour of another person on all or any part of the Charged Property, or

(b) disposes, or attempts to dispose of, all or any part of the Charged property (other than Charged property that is only subject to the floating charge while it remains uncrystallised),

2 2 a receiver is appointed over all or any of the Charged property that is subject to the floating charge,

2 3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property, or

2 4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower

3 The Lender may, in its sole discretion, at any time and by written notice to the Borrower, convert the floating charge created under the Debenture into a fixed charge as regards any part of the Charged property specified by the Lender in that notice

4 Any asset acquired by the Borrower after any crystallisation of the floating charge created under the Debenture which, but for that crystallisation, would be subject to a floating charge under the Debenture, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of first fixed charge

5 The Borrower shall not at any time, except with the prior written consent of the Lender

5 1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged property other than any Encumbrance created by the Debenture or the Permitted Security Interest,

5 2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged property (except, in the ordinary course of business, Charged property which is only subject to an uncrystallised floating charge), or

5 3 create or grant (or purport to create or grant) any interest in the Charged property in favour of a third party

6 The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Charged property or the effectiveness of the security created by the Debenture

7 The Borrower shall not (except as provided by paragraph 11 of Part 4 of schedule 3 of the Debenture or with the prior written consent of the Lender) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts

8 The Borrower

8 1 shall (if the Lender so requires) produce to, or deposit with, the Lender each Insurance Policy and the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy, and

8 2 shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy

9 The Borrower shall

9 1 keep all buildings and all fixtures on each property in good and substantial repair and condition,

9 2 insure, and keep insured, those buildings and fixtures with such insurer and against such risks, in such amounts and otherwise on such terms as the Lender may require (or, failing such requirement, in accordance with the practice in respect of items of the same type which are current amongst prudent businessmen from time to time), and

9 3 procure that the interest of the Lender is noted on all those insurance policies or, at the option of the Lender, that those insurance policies are issued in the joint names of the Lender and the Borrower

10 The Borrower shall not, without the prior written consent of the Lender

10 1 pull down or remove the whole, or any part of, any building forming part of any Property,

10 2 make any material alterations to any property, or sever or remove any of its fixtures,

10 3 remove or make any material alterations to any of the Equipment belonging to, or in use by, the Borrower on any property (except to affect necessary repairs or replace them with new or improved models or substitutes), or

10 4 whenever any Equipment is destroyed, damaged or deteriorates, immediately repair, replace

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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	<p>and make good the same</p> <p>Definitions</p> <p>"Book Debts" all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them</p> <p>"Charged Property" all the assets, property and undertaking for the time being, subject to the security interests created by the Debenture (and references to the Charged property shall include references to any part of it)</p> <p>"Designated Account" any account of the Borrower nominated by the Lender as a designated account for the purposes of this debenture</p> <p>"Encumbrance" any mortgage, charge (whether fixed or floating, legal or equitable), 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</p> <p>"Equipment" all equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus on the date of the Debenture and in the future and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions</p> <p>"Insurance Policies" all the contracts and policies of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment)</p> <p>"Intellectual Property" the Borrower's, at the date of the Debenture and in the future, patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights</p> <p>"Investments" all stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) at the date of the Debenture and in the future and for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time</p> <p>"Permitted Security Interest" the debenture given by the Borrower in favour of Bibby Financial Services Limited dated 15 April 2011</p> <p>"Properties" all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, at the date of the Debenture or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (including (but not limited to) the properties specified in Schedule 1 of the Debenture) and Property means any of them</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7574753
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10
SEPTEMBER 2012 AND CREATED BY 1489 CONSTRUCTION
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO KENNETH GEORGE BRAGG ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
12 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 SEPTEMBER
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES