

MG01

Particulars of a mortgage or charge

1286665



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

THURSDAY



A19
20/12/2012
#175
COMPANIES HOUSE

1

Company details

Company number 04638969

Company name in full Willmott Dixon Partnerships Limited
(the "Chargor")

10 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 18/12/2012

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 An omnibus guarantee and set-off agreement dated 18 December 2012 made between, amongst others, the Chargor and Lloyds TSB Bank plc (the "Agreement")

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Amount secured

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

Amount secured As specified in the continuation pages to this form

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	<input checked="" type="checkbox"/> Lloyds TSB Bank plc
Address	City Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent
Postcode	M E 8 O L S
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 As specified in the continuation pages to this form

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Amount secured

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

Amount secured

The amount secured by the Agreement is the aggregate of

- a) the Principals' Liabilities; and
- b) all other money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred from or by the Companies under the Agreement,

(the "**Secured Obligations**")

Capitalised terms used in this form are defined in the Appendix to this form.

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1. CHARGE AND RESTRICTION ON WITHDRAWALS

- 1 1 The Chargor with full title guarantee charges its Credit Balances to the Bank to secure repayment of the Secured Obligations.
- 1.2 The Bank may at its sole discretion from time to time with or without notice to the Chargor elect to convert the whole or any part of a Credit Balance into the currency or currency unit or currencies or currency units of any of the Principals' Liabilities (deducting from the proceeds of the conversion any currency premium or other expense). The Bank may take any such action as may be necessary for this purpose, including without limitation opening additional Accounts. The rate of exchange shall be the Bank's spot rate for selling the currency or currency unit or currencies or currency units of such Principals' Liabilities for the currency or currency unit or currencies or currency units of the Credit Balance prevailing at or about 11 00 a.m. on the date or dates the Bank exercises its right to combine or consolidate and/or to set-off or transfer
- 1 3 Until all the Secured Obligations have been fully discharged and satisfied the Bank may at any time (including, without limitation, after the expiry of any fixed or determinable period of time during which a Credit Balance has been placed with the Bank) refuse to permit any withdrawal of the whole or any part of a Credit Balance (whether by dishonouring cheques or otherwise)
- 1 4 Notwithstanding clause 2 2 of the Agreement, in the event of:
- (a) any Company going into liquidation whether voluntary or compulsory;
 - (b) a receiver being appointed of the whole or any part of the undertaking, property or assets of any Company,
 - (c) an application for the appointment of an administrator of any Company being presented,
 - (d) a voluntary arrangement being approved in relation to any Company; or
 - (e) a notice of appointment of or notice of intention to appoint an administrator is issued by or in respect of any Company,
- the Secured Obligations shall be deemed to have become presently due and payable without demand or further demand immediately before the making of the interim order or the presentation of the petition or application or the passing of the resolution for such winding up or administration or the issuing of the notice of appointment of or notice of intention to appoint such administrator or the appointment of such receiver or the approval of such voluntary arrangement
- 1 5 The Chargor agrees with the Bank that it shall not (without the prior written consent of the Bank) assign, mortgage, charge, secure or otherwise confer

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

upon any third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank)

1.6 The Chargor shall at any time and at the Chargor's cost if and when required by the Bank take all steps and do and execute all such acts, deeds, documents and things as the Bank may consider to be necessary or desirable to give effect to and procure the perfection of the rights intended to be granted by the Agreement

1.7 The Chargor undertakes to notify the Bank of the occurrence of any of the events specified in sub-clause 4.6 of the Agreement (as set out in paragraph 1.4 above)

2. CONTINUING SECURITY

The Agreement shall continue to bind the Chargor as a continuing security notwithstanding that the liabilities of any Company to the Bank may from time to time be reduced to nil and notwithstanding any change in the name, style, constitution or otherwise of any Company

3. SECURITY HELD BY THE COMPANIES

3.1 The Chargor confirms that it has not taken and undertakes that it will not take any security from any Principal or any other Company without the prior written consent of the Bank.

3.2 Without prejudice to sub-clause 14.1 of the Agreement (as set out in paragraph 3.1 above), any security now or hereafter held by or for the Chargor from any Principal or any other Company shall be held in trust for the Bank as security for the Secured Obligations and upon request by the Bank the Chargor shall forthwith deposit such security with the Bank or assign the same to the Bank and/or do whatever else the Bank may consider necessary or desirable in order to permit the Bank to benefit from such security to the extent of the Secured Obligations

4. OTHER SECURITIES OR RIGHTS

4.1 The Agreement is in addition to and is not to prejudice or be prejudiced by any other guarantee or security or other rights which is or are now or may hereafter be held by the Bank for or in relation to the Secured Obligations, whether from the Companies or otherwise nor shall any recoveries, or arrangements for allocation or application of the same, pursuant to any other guarantee or security or rights relating to the Secured Obligations affect the Bank's right to claim payment under the Agreement

4.2 It shall not be necessary for the Bank before claiming payment under the Agreement to resort to or seek to enforce any other guarantee or security or

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Please give us the short particulars of the property mortgaged or charged

Short particulars

other rights whether from or against any Company or any other person

- 4 3 It is hereby agreed that it shall not be a condition precedent or subsequent to the Agreement that the Bank shall take any security from any Principal, Company or any surety or any guarantee from any intended surety, nor shall the liability of any of the Companies under the Agreement be affected by any failure by the Bank to take any such security or guarantee or by the illegality, inadequacy or invalidity of any such security or guarantee

Definitions

Capitalised terms used in part 6 of this form are defined in the Appendix to this form

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply

"Accounts" means all the present and future accounts of the Companies with the Bank whether such accounts are in the sole name of any of the Companies or in the joint names of two or more Companies and includes accounts in the Bank's name with any designation which includes the name(s) of any one or more of the Companies and Account means any one of them

"Attorney" means the Company named in Part I of schedule 1 of the Agreement.

"Bank" means Lloyds TSB Bank plc.

"Companies" means the Attorney and the other companies and/or limited liability partnerships named in schedule 1 of the Agreement (and such expression shall include any company and/or limited liability partnership executing a deed pursuant to sub-clause 20 1 of the Agreement but shall not include any company and/or limited liability partnership released pursuant to sub-clause 20 2 of the Agreement as from the date of its release) and each or any of them severally and **"Company"** means any one of them

"Credit Balance" means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum and **"Credit Balances"** means all of them.

"Guarantee" means the guarantee contained in clause 2 of the Agreement and the indemnity contained in clause 5 of the Agreement (and, in each case, any corresponding provision in any deed supplemental to the Agreement).

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Principal" means any Company insofar only as it at any time owes money or has incurred liabilities (whether actual or contingent) to the Bank otherwise than pursuant to the terms of the Agreement

"Principals' Liabilities" means

- (a) all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Principals to the Bank anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (i) in the case of the liquidation, administration or dissolution of any Principal, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (ii) in the event of the discontinuance of the Guarantee in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal;
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per

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Short particulars

annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due.

"Secured Obligations" has the meaning given to it in this form

"Sterling" means the legal currency for the time being of the United Kingdom.

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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

Eversheds LLP

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 Colin McKay

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 9797



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4638969
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND
SET-OFF AGREEMENT DATED 18 DECEMBER 2012 AND
CREATED BY WILLMOTT DIXON PARTNERSHIPS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM OR
BY ANY ONE OR MORE OF THE PRINCIPALS TO LLOYDS TSB
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 20 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 DECEMBER
2012

DT



Companies House



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