

MG01

Particulars of a mortgage or charge

163847



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LASERFORM

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**

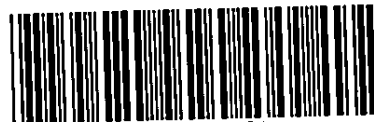
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**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

WEDNESDAY



\*AGWLHT9Q\*

A67

13/04/2011

97

COMPANIES HOUSE

1

**Company details**

Company number

0 5 8 2 7 7 6 5

Company name in full

Building Automation Solutions (Mortgagor)

LIMITED

7

For official use



**Filing 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 0 d 5 m 0 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

A Mortgage of life policy entered into between the Chargor and Clydesdale Bank PLC trading as Yorkshire Bank (Mortgagee) dated 5 April 2011 (Mortgage)

4

**Amount secured**

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

Amount secured

1 The Mortgagor agrees that it will on the date when payment or discharge becomes due

1 1 pay to the Mortgagee all sums of money which the Mortgagor may at the date of the Mortgage or at any time in the future owe to the Mortgagee, and

1 2 discharge all liabilities which the Mortgagor may at the date of the Mortgage or at any time in the future owe to the Mortgagee

Cont -

**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 Yorkshire Bank, 1st Floor, The Chancery,

Address 58 Spring Gardens, Manchester

Postcode M 2 1 Y B

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

With full title guarantee the Mortgagor assigned the Policy to the Mortgagee

At clause 5 2 of the Mortgage (reproduced as this paragraph) the Mortgagor agreed with the Mortgagee that it will not at any time whilst the Mortgage is in force do, fail to do or allow any other person to do anything which would result in the policy becoming invalid or unenforceable or which would result in the Mortgagee being unable to receive any monies payable under the Policy

In this form, MG01, the following terms shall have the following meanings

**Policy** means the policy or policies of assurance described in Box B of the Mortgage (reproduced here as the Schedule) and includes all monies assured by and all bonuses and other benefits of whatever nature under such policy or policies, and any substituted or replacement policy from time to time obtained by you whether in accordance with the terms of the Mortgage or otherwise

**Interest** means interest at the applicable rate or rates the Mortgagee agrees with the Mortgagor from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Mortgagor and the Mortgagee for any particular sum of money or liability, interest at such rate as the Mortgagee may select from the rates agreed between the Mortgagor and the Mortgagee in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Mortgagor and the Mortgagee, or if there is no agreement, in accordance with the Mortgagee's current practice from time to time, both before and after any judgment is obtained by the Mortgagee

Cont -

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## 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 *Addleshaw Goddard 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

Company name

Addleshaw Goddard LLP

Address

100 BARBICOLL SQUARE

Post town

County/Region

Postcode

M

2

3

A

B

Country

DX 14301

Manchester

Telephone

0161 934 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)

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>2 The Mortgagor's agreement to pay all sums of money and discharge all liabilities contained in paragraph 2 1 of the Mortgage (reproduced here at clause 1 above) shall include</p> <p>2 1 sums and liabilities due or owing by the Mortgagor alone and/or jointly with any other person,</p> <p>2 2 sums and liabilities owed as a guarantor, indemnifier or security giver for any other person;</p> <p>2 3 sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Mortgagee,</p> <p>2 4 sums and liabilities owed by the Mortgagor to another person, the rights of which have been transferred to the Mortgagee,</p> <p>2 5 sums and liabilities owed on current or any other account</p> <p>3 The Mortgagor's agreement to pay all sums of money and discharge or liabilities contained in paragraph 2 1 of the Mortgage (reproduced here as clause 1 above) shall also include</p> <p>3 1 Interest, and</p> <p>3 2 Costs</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

**Costs** means banking charges and all costs and expenses (including the Mortgagee's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Mortgagee in exercising its rights under the Mortgage, calculated as agreed between the Mortgagor and the Mortgagee, or if there is no agreement, in accordance with the Mortgagee's current practice from time to time

#### Schedule

Description of the policy/policies to be mortgaged

Date of Policy 29/03/2011

Policy number L0193638423

Assurance office Scottish Equitable plc

Amount assured £500,000

Amount of premium payable £214 25

Frequency of Premium Payment Monthly

Life assured Richard Brinsley Sheridan



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

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

**COMPANY NO. 5827765  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE OF LIFE POLICY  
DATED 5 APRIL 2011 AND CREATED BY BUILDING  
AUTOMATION SOLUTIONS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
YORKSHIRE BANK 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 13 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2011

OX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES