

MG01

Particulars of a mortgage or charge



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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 company. To do this, please use form MG01s

THURSDAY



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28/03/2013

#374

COMPANIES HOUSE

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 *

1

Company details

Company number 4 2 3 0 5 7 9

Company name in full Dawnus Construction Ltd (**Chargor**)

2

Date of creation of charge

Date of creation d2 d5 m0 m3 y2 y0 y1 y3

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 charge over accounts made between the Chargor and the Bank (as defined in section 5) (**Deed**)

4

Amount secured

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

Amount secured

All monies and liabilities on or after the date of the Deed due, owing or incurred by the Chargor to the Bank whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all liabilities and all costs, charges and expenses incurred by the Bank, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction (**Secured Obligations**)

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 Bank of London and The Middle East plc (Bank)

Address Sherborne House, 119 Cannon Street

London

Postcode E C 4 N 5 A T

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

1 Charging provisions

1 1 General

All Security created by the Chargor under clause 3 2 of the Deed (reproduced as paragraph 1 2 of this form MG01) is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Bank

1 2 First fixed charges

The Chargor charged by way of first fixed charge the Deposit

2 Negative pledge

2 1 The Chargor agreed that it shall not create or permit to subsist any Security over any of the Secured Assets

2 2 Clause 5 1 of the Deed (reproduced as paragraph 2 1 of this form MG01) does not apply to any Security which is permitted under the Facility Documents

Continued

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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	<p>3 Undertakings</p> <p>3 1 The Chargor agreed that it shall not</p> <p>(a) withdraw or transfer all or any part of the Deposit or any monies standing to the credit of any Account until after the Security Period has expired, and</p> <p>(b) do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Bank of the Deposit or the effectiveness of the Security created by or under the Deed (including without limitation, closing any Account)</p> <p>In this form the following terms shall have the following meanings</p> <p>Account means each account, details of which are set out in schedule (1) (Accounts) of the Deed (reproduced as schedule 1 in this form MG01)</p> <p>Agreements means certain facility, rental, lease and/or hire purchase agreements entered into and/or that may be entered into between the Chargor and the Bank from time to time as they may from time to time be amended, restated, novated or replaced (howsoever fundamentally, including by an increase in the amount of the facility, rental or the equipment rented, hired or leased under them (as applicable), the alteration of the nature, purpose or the facility period or period of such rental or equipment (as applicable) or change of its parties)</p> <p>Deposit means all monies from time to time standing to the credit of each Account together with all other rights and benefits accruing to or arising in connection with each Account</p> <p>Facility Document means the Deed, the Agreements and any other document entered into between the Bank and the Chargor from time to time including (but not limited to) each and any finance or facility agreement, rental agreement, hire purchase agreement, lease agreement, lease schedule, equipment schedule, service agreement, agency agreement, sale and conditional sale agreement, purchase agreement, security agreement, any agreement or document evidencing any Security provided by the Chargor in favour of the Bank, and any notice, certificate, instrument, deed, charge, agreement or other document from time to time executed pursuant to any of the foregoing, and any other document identified as a Facility Document by the Bank and the Chargor from time to time</p> <p>Secured Assets means all of the assets and undertaking of the Chargor the subject of any Security created by, under or supplemental to, the Deed in favour of the Bank</p> <p>Security means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Cont/d</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

Security Period means the period beginning on the date of the Deed and ending on the date on which the Bank is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Bank under the Facility Documents (or any of them) have been cancelled

Schedule 1

Accounts

Account bank	Sort Code	Account number	Account name
Bank of London and The Middle East plc	30-01-40	00230958 IBAN- GB90BLME30014000230958	Dawnus Construction Ltd

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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 STEWK/329630-70

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6802



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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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 ADDLESHAW GODDARD LLP. X

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4230579
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNTS
DATED 25 MARCH 2013 AND CREATED BY DAWNUS
CONSTRUCTION LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO BANK OF
LONDON AND THE MIDDLE EAST PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 28 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 APRIL 2013



Companies House



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