

MR01

Particulars of a charge

2 38069/23

laserform



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A fee is payable with this form  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge  
delivered outside of the 21 days it will be rejected unless it is accompanied  
by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This  
must be scanned and placed on the public record. Do not send the original.

THURSDAY



\*A5KEZQMZ\*

A09

24/11/2016

#436

COMPANIES HOUSE

For official use

**1** Company details

Company number **02773558**  
Company name in full **Cory Environmental (Central) Limited**

**13**  
→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date **01/08/2016**

**3** Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name **Barclays Bank PLC as Security Agent**

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

Leasehold property relating to land lying between Lodge Lane and Vista Road at Lyme and Wood Pit, St Helens, Merseyside as demised by an underlease of access dated 12 August 2016 between H J Banks & Company Limited and Cory Environmental (Central) Limited

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**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

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**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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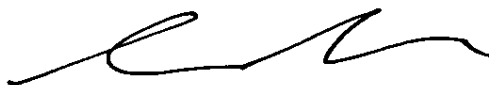
**Signature**

Please sign the form here

Signature

Signature

X



X

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

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Lorna Rosell

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 a d

Country England

DX

Telephone 02030882694



### 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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number. 2773558

Charge code: 0277 3558 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2016 and created by CORY ENVIRONMENTAL (CENTRAL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2016

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Given at Companies House, Cardiff on 30th November 2016



**Companies House**



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

Except for material  
redacted pursuant to  
s8595 of the Companies  
Act 2006 I certify this  
is a correct copy of the  
original document.

Allen & Overy LLP  
ONE BISHOPS  
SQUARE  
E1 6AD  
23/11/16

**SUPPLEMENTAL DEBENTURE**

DATED 18/11/2016

**CORY ENVIRONMENTAL (CENTRAL) LIMITED**  
as Chargor

and

**BARCLAYS BANK PLC**  
as Security Agent

relating to

a debenture dated 20 August 2015 between, amongst others,  
the Chargor and the Security Agent  
(as supplemented pursuant to a supplemental debenture dated 10 August 2016)

**ALLEN & OVERY**

Allen & Overy LLP

0012018-0003082 BK37107424.3

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**THIS DEED** is dated 18/11/2016 and is made

**BETWEEN:**

- (1) **CORY ENVIRONMENTAL (CENTRAL) LIMITED** (registered number 02773558) whose registered office is at 2 Coldbath Square London EC1R 5HL (the **Chargor**); and
- (2) **BARCLAYS BANK PLC** as security agent and trustee for the Secured Parties (the **Security Agent**)

**BACKGROUND.**

- (A) Under a deed dated 20 August 2015 (the **Original Debenture**) between, amongst others, the **Chargor** and the **Security Agent**, the **Chargor** charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each **Obligor** to any **Secured Party** under the **Finance Documents** (as amended or supplemented).
- (B) Pursuant to a deed of assignment dated 12 August 2016, **Cory Environmental Limited (CEL)** assigned to the **Chargor** the lease of access land at **Lyme and Wood Pit, St Helens, Merseyside** dated 29 November 2011 between (1) **H. J. Banks and Company Limited** and (2) **CEL** (and any document supplemental to or varying such lease) (the **Original Lyme & Wood Lease**).
- (C) The term of the **Original Lyme & Wood Lease** expired on 12 August 2016. Accordingly, the **Chargor** entered into a new lease of the access land at **Lyme & Wood Pit, St Helens, Merseyside** with **H. J. Banks and Company Limited** dated 12 August 2016
- (D) Consequently, in accordance with Clause 5.4 of the **Original Debenture**, the **Chargor** has agreed to enter into this Deed in connection with the **Senior Facilities Agreement**.
- (E) This Deed is supplemental to the **Original Debenture**.
- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows.

**1. INTERPRETATION**

**1.1 Construction**

- (a) Capitalised terms defined in the **Original Debenture** have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of Clause 1.2 (Construction) of the **Senior Facilities Agreement** apply to this Deed as though they were set out in full in this Deed except that references to the **Senior Facilities Agreement** will be construed as references to this Deed.
- (c) Any reference in this Deed to:
  - (i) a **Finance Document** or other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that **Finance Document** or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;

- (ii) **this Security means any security created by this Deed; and**
- (iii) **the term enforceable means that the security is enforceable in accordance with Clause 12.1 (Timing) of the Original Debenture.**
- (d) **Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Secured Party.**
- (e) **The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.**
- (f) **If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.**
- (g) **Unless the context otherwise requires, a reference to a Security Asset includes:**
  - (i) **any part of that Security Asset;**
  - (ii) **any proceeds of that Security Asset; and**
  - (iii) **any present and future assets of that type**

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) **All the security created under this Deed:**
  - (i) **is created in favour of the Security Agent;**
  - (ii) **is created over present and future assets of the Chargor;**
  - (iii) **is security for the payment, discharge and performance of all the Secured Liabilities; and**
  - (iv) **is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.**
- (b) **The Security Agent holds the benefit of this Deed on trust for the Secured Parties.**
- (c) **The fact that no or incomplete details of any Security Asset are inserted in the Schedule or in the schedule to any Deed of Accession (if any) by which any Chargor became party to this Deed, does not affect the validity or enforceability of this Security.**

### **2.2 Land**

- (a) **The Chargor charges by way of a first legal mortgage all estates or interests in the property specified against its name in the Schedule**
- (b) **A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:**



- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **3. INCORPORATION**

The provisions of Clause 3 (Representations - General) to Clause 5 (Land) (inclusive) (other than Clause 5 7 (HM Land Registry)) and Clause 12 (When security becomes enforceable) to Clause 25 (Counterparts) (inclusive) of the Original Debenture are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

### **4. H.M. LAND REGISTRY**

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of Barclays Bank PLC referred to in the charges register or their conveyancer. (Standard Form P)"

### **5. CONTINUATION**

- (a) Except insofar as supplemented by this Deed, the Original Debenture will remain in full force and effect.
- (b) References in the Original Debenture to this Deed and expressions of similar import are deemed to be references to the Original Debenture as amended by this Deed and to this Deed.
- (c) This Deed is designated a Finance Document.

### **6. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE**

**REAL PROPERTY**

<b>Chargor</b>	<b>Freehold/Leasehold</b>	<b>Description</b>
Cory Environmental (Central) Limited	Leasehold	A lease of access land at Lyme and Wood Pit, St Helens, Merseyside, dated 12 August 2016 between (1) H J Banks & Company Limited; and (2) Cory Environmental (Central) Limited

**SIGNATORIES**

**Chargor**

EXECUTED AS A DEED by  
CORY ENVIRONMENTAL  
(CENTRAL) LIMITED

)  
)  
)

acting by

)

Director

In the presence of:

Witness's signature:

Name:

Address

Witness occupation:

ALIESHA O'MALLEY

LAWYER

**Security Agent**

EXECUTED AS A DEED by  
BARCLAYS BANK PLC

)  
)  
)  
)

acting by

In the presence of:

Witness's signature:

Name:

Address.

Witness occupation:

**SIGNATORIES**

**Chargor**

**EXECUTED AS A DEED by  
CORY ENVIRONMENTAL  
(CENTRAL) LIMITED**

acting by

Director

In the presence of

Witness's signature:

Name

Address.

Witness occupation.

**Security Agent**

**EXECUTED AS A DEED by  
BARCLAYS BANK PLC**

acting by

In the presence of:

Witness's signature:

Name

Address:

Witness occupation:

[REDACTED]

) Ashley Jay  
Vice President

[REDACTED]

PHILIP PARK

[REDACTED]