

MG01

Particulars of a mortgage or charge

039217/13

Oyez

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



A05

A1C08RKW

28/06/2012

#277

COMPANIES HOUSE

1		Company details		3		For official use	
Company number		0 6 0 2 6 0 6 1		Filing in this form		Please complete in typescript or in bold black capitals	
Company name in full		Enviroparks (Hirwaun Properties) Limited		All fields are mandatory unless specified or indicated by *			
		(the "Company")					
2		Date of creation of charge					
Date of creation		2 5 0 6 2 0 1 2					
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 (the "Debenture") between the Company (1) and Route Finance Limited (as Security Trustee) (2) (the "Trustee")					
4		Amount secured					
		Please give us details of the amount secured by the mortgage or charge					
Amount secured		1 The Company guarantees to the Trustee as agent and trustee for the Secured Parties that it shall on demand pay to the Trustee all moneys which are now or at any time hereafter shall have become due or owing by the Parent to any or all of the Secured Parties pursuant to the terms of the Secured Loan Note Instruments				Continuation page	
		2 The Guarantee given pursuant to clause 1 is given subject to and with the benefit of the provisions set forth in Schedule 3 to the Debenture				Please use a continuation page if you need to enter more details	
		3 The Company shall pay to the Trustee on demand all reasonable costs and expenses properly incurred by the Trustee in relation to the enforcement of the Debenture					

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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	
Name	Poute Finance Limited		
Address	3 Sheering Close, Bracknell, Berkshire		
Postcode	R	G	4 2 2 L D
Name			
Address			
Postcode			

Continuation page
Please use a continuation page if you need to enter more details

6		Short particulars of all the property mortgaged or charged	
		Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 DEBENTURE</p> <p>1 1 The Company with full title guarantee hereby charges to the Trustee (as security trustee for the Secured Parties) as a continuing security for the payment or discharge of the Secured Liabilities -</p> <p>1 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property,</p> <p>1 1 2 by way of fixed charge -</p> <p>(a) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 1 1 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,</p> <p>(b) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,</p> <p>(c) all present and future plant and machinery not otherwise charged under this clause 1 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),</p> <p>(d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,</p> <p>(e) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,</p>		

Continuation page
Please use a continuation page if you need to enter more details

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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

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 866).

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 870). 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 *EMU Law 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

Marcus Carter

Company name

EMW Law LLP

Address

Seebeck House

1 Seebeck Place

Knowlhill

Post town

Milton Keynes

County/Region

Postcode

M K 5 8 F R

Country

DX

DX 151620 MILTON KEYNES 18

Telephone

0845 070 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,
First Floor, Waterfront Plaza 8 Laganbank Road,
Belfast Northern Ireland BT1 3BS
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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Amount secured

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

Amount secured

Definitions

In this Form MG01 and these continuation pages

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

"Parent" means Enviroparks Limited (company number 06219574)

"properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company or in which the Company holds an interest (including (but not limited to) the freehold property on the north side of Ninth Avenue, Hirwaun Industrial Estate, Rhondda Cyon Taff registered at land registry under title number WA675545 and the unregistered freehold property at Ninth Avenue, Hirwaun Industrial Estate, Rhondda Cyon Taff) ("property" means any of them)

"Secured Liabilities" means all moneys now or at any time hereafter which shall have become due or owing by the Company to any or all of the Secured Parties pursuant to the terms of the Secured Loan Note Instrument Clause 1 of the Debenture (as described above in this form MG01)

"Secured Loan Note Instrument" means the instrument constituting the Secured Loan Notes

"Secured Loan Notes" means the £3,290,000 Secured Loan Notes 2013 of the Parent constituted by an instrument dated 24 May 2012

"Secured Parties" means the holders of Secured Loan Notes from time to time

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5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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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>(f) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,</p> <p>(g) all the Company's goodwill and uncalled capital for the time being,</p> <p>(h) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 1 1 2(e)),</p> <p>(i) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p> <p>1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 1, (including, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1 1 2)</p> <p>1 2 Any mortgage, fixed charge or other fixed security created by the Company in favour of the Trustee shall have priority over the floating charge created by the Debenture, except insofar as the Trustee shall declare otherwise whether at or after the time of creation of such fixed security</p> <p>1 5 The Trustee may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 1 1 3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Trustee, automatically be converted with immediate effect into a fixed charge -</p> <p>1 5 1 in respect of any Assets which become subject to a fixed charge in favour of any other person,</p> <p>1 5 2 in respect of all the Assets charged under sub-clause 1 1 3 if and when the Company ceases to carry on business or to be a going concern, and</p> <p>1 5 3 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company</p>

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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 FURTHER ASSURANCE

2 1 The Debenture contains covenants for further assurance

2 2 The Company applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company in the following terms

"no disposition or charge or other security interest 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 [] [] 20[] in favour of [chargee] referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory"

2 3 The Company will on demand in writing by the Trustee execute and deliver in such form as the Trustee may reasonably require -

2 3 1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by sub-clause 1 1 1 and of any freehold or leasehold property acquired by the Company after the date of this Debenture, and

2 3 2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Trustee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Trustee hereunder

3 NEGATIVE PLEDGE

3 1 The Debenture contains negative pledges

3 2 The Company will not without the previous written consent of the Trustee -

3 2 1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets, or

3 2 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading),

3 2 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset, or

3 2 4 incur indebtedness in the form of borrowing other than in accordance with the Loan Note Instrument



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6026061
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 JUNE 2012
AND CREATED BY ENVIROPARKS (HIRWAUN PROPERTIES)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE PARENT TO ANY OR ALL OF THE SECURED
PARTIES 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 28 JUNE 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2012

DX



Companies House
— for the record —



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