

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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**
You may not use this for
register a charge where
instrument Use form M1

SATURDAY



A10 *A31RDTXS* #171
15/02/2014
COMPANIES HOUSE

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. If
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 will be
scanned and placed on the public record

1 Company details

Company number 0 7 7 0 1 9 2 6 ✓
Company name in full BIOWAYSTE SERVICES LIMITED ✓

2 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 Charge creation date

Charge creation date d 1 3 m 0 2 y 2 0 1 4 ✓

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 SUMMIT ASSET MANAGEMENT LIMITED ✓

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

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

None

Continuation page

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

5

Fixed charge or fixed security

Does the instrument include a fixed 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

6

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

7

Negative Pledge

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

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ¹

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

☐

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

9

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

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
TR Spring

Company name
Summit Asset Management Limited

Address
Melita House

124 Bridge Road

Post town
Chertsey

County/Region
Surrey

Postcode
K T 1 6 8 L A

Country
UK

DX

Telephone
01932 575888



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 £13 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.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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7701926

Charge code: 0770 1926 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2014 and created by BIOWAYSTE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2014.

Given at Companies House, Cardiff on 18th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified true copy.
Wisthy 1. J.
14.02.2014

SECURITY ASSIGNMENT

Agreement ref 1169

THIS ASSIGNMENT is made the 13th day of February 2014

BETWEEN

- (1) **BIOWAYSTE SERVICES LIMITED** (company number 07701926) of Melita House, 124 Bridge Road, Chertsey, Surrey KT16 8LA (the "Assignor"),
- (2) **SUMMIT ASSET MANAGEMENT LIMITED** (company number 02692408) of Melita House, 124 Bridge Road, Chertsey, Surrey KT16 8LA ("SAM")

WHEREAS

- (A) SAM has agreed to make available certain equipment to the Assignor under the Agreement
- (B) The Assignor will use the said equipment for the purpose of providing by-product treatment, electricity & heat services to Brocklesby pursuant to the Brocklesby Contract and the Assignor has undertaken to assign to SAM all of its rights, title, benefit and interest to and in the Brocklesby Contract and other assets as security for the due performance by the Assignor of its obligations to SAM under the Agreement

THEREFORE IT IS AGREED as follows

1 INTERPRETATION

Words and expressions used in this Assignment (including the recitals) will have the meanings attributed to them below

Agreement	the hire purchase agreement made between SAM and the Assignor, together with the supplemental agreement dated on or around the date of this Assignment made between the Assignor and SAM
Assigned Assets	the Brocklesby Contract, the BHL Contract, the Subsidy Rights and the OHF Contract
BHL	Biowayste Holdings Limited
BHL Contract	the agreement titled "Agreement for the Provision of Managed Services in respect of the Provision of By-Product Treatment Electricity & Heat Services to Brocklesby Limited" made between the Assignor and BHL
Brocklesby	Brocklesby Limited (company number 03333029) of Brocklesby House, Crosslands Lane, North Cave, Hull, East Yorkshire HU15 2PG
Brocklesby Contract	the agreement titled "Agreement for the Provision of By-Product Treatment, Electricity & Heat Services" dated 20 December 2013 made between the Assignor and Brocklesby

Brocklesby Notice	a notice to Brocklesby, in the form of Appendix A to this Assignment
Brocklesby Plant	the anaerobic digestion plant to be constructed and installed at the Brocklesby Site pursuant to the Brocklesby Contract
Brocklesby Site	Crosslands Lane, North Cave, Hull, East Yorkshire HU15 2PG
Event of Default	the occurrence of any of the events set out in clause 271 of the Agreement
FiT Scheme	the scheme for providing government subsidies for renewable energy installations (including anaerobic digestion plant) established by the Renewables Obligation Order 2009 and the Feed-in Tariffs Order 2012 (each as renewed, extended or varied from time to time)
OHF Contract	the agreement titled "Agreement for the Provision of Waste Treatment and Electricity Services" dated 22 May 2009 (as amended) between Orchard House Foods Limited ("OHF") and Biowayste Systems Limited ("Biowayste Systems"), as novated from Biowayste Systems to BHL on or around 29 July 2010, as subsequently amended pursuant to a letter between OHF and BHL dated 20 February 2012 and novated from BHL to the Assignor pursuant to a novation and step-in agreement between OHF, BHL, the Assignor and SAM dated 21 February 2012
OHF HP Agreement	the hire purchase agreement ref 1161 made between SAM and the Assignor in respect of the OHF Plant, together with the supplemental agreement dated 21 February 2012 made between the Assignor and SAM
OHF Plant	the plant and machinery used by the Assignor to provide services to OHF under the OHF Contract
OHF Security	the security granted by the Assignor to SAM pursuant to the security assignment dated 21 February 2012 made between (inter alios) the Assignor (as assignor) and SAM (as assignee)
RHI Scheme	the scheme for providing government subsidies for renewable heat installations established by the Renewable Heat Incentive Scheme Regulations 2011 (as renewed, extended or varied from time to time)
Subsidy Rights	all sums payable to the Assignor (i) under the FiT Scheme, and (ii) under the RHI Scheme in connection with the operation of the Brocklesby Plant

2 **ASSIGNMENT AND CHARGE**

2.1 The Assignor, as beneficial owner and with full title guarantee (subject, in relation to the OHF Contract, to the discharge and release of the OHF Security), for the purpose of securing the performance of the Assignor's obligations under the Agreement, hereby assigns and agrees to assign to SAM by way of security all of the Assignor's right, title, benefit and interest to and in the Assigned Assets including, without prejudice to the generality of the foregoing

2.1.1 all monies which are now or at any time hereafter may become due or owing to

the Assignor under or arising out of the Assigned Assets, and

2 1 2 all claims for damages in respect of breach of the contracts comprised within the Assigned Assets,

subject in the case of the OHF Contract to the OHF Security

2 2 The Assignor, as beneficial owner and with full title guarantee, for the purpose of securing the performance of the Assignor's obligations under the Agreement, hereby mortgages and charges and agrees to mortgage and charge to SAM

2 2 1 all of the Assignor's right, title, benefit and interest to and in the OHF Plant from time to time, and

2 2 2 to the extent that any of the Subsidy Rights are not effectively assigned pursuant to clause 2 1, all of the Assignor's right, title, benefit and interest to and in the Subsidy Rights

2 3 Subject to the Assignor having duly discharged or performed all of its liabilities and obligations under the Agreement, SAM shall at the request and cost of the Assignor re-assign to the Assignor all of the right, title, benefit and interest to and in the Assigned Assets (including, without limitation, the rights set out in clauses 2 1 1 and 2 1 2) assigned to SAM by virtue of clause 2 1

2 4 The Assignor shall remain fully liable to SAM under the Agreement notwithstanding that this Assignment has been made

2 5 For the avoidance of doubt, the assignment contained herein secures the Assignor's obligations to SAM under the Agreement to the exclusion of obligations that may now or at any time hereafter be owed by the Assignor to SAM under any other agreement between the Assignor and SAM

3 **ASSIGNOR'S COVENANTS**

The Assignor hereby covenants with SAM as follows

3 1 the Assignor shall procure that, following the occurrence of an Event of Default, all monies assigned or arising from or in connection with any of the rights, title, benefit and interest of the Assignor in relation to the Assigned Assets shall be promptly paid to SAM or as SAM may direct from time to time and until so paid shall be held in trust for SAM's benefit SAM shall have the right to audit the Assignor's records from time to time upon request,

3 2 the Assignor will do each and every act or thing which SAM may from time to time reasonably require to be done for the purpose of enforcing SAM's rights in the Assigned Assets,

3 3 except with the previous written consent of SAM, the Assignor will not agree or purport to agree any material variation to any of the provisions of the contracts comprised in the Assigned Assets, including, in particular, but without limitation, any variation which would have the effect of reducing either the amount of any of, or the number of, the payments to be made to the Assignor thereunder or delaying the time for performance of a party's payment obligations thereunder,

- 3 4 the Assignor will perform its obligations under the contracts comprised in the Assigned Assets and shall use its reasonable endeavours to procure that the relevant counterparty shall perform its obligations under the contracts comprised in the Assigned Assets and SAM shall be under no obligation of any kind whatsoever thereunder or be under any liability whatsoever in the event of any failure of the Assignor to perform its obligations thereunder, and
- 3 5 the Assignor will sign and deliver to SAM the Notice, which SAM agrees not to serve on Brocklesby until such time as SAM enforces its rights pursuant to this Assignment

4 **ASSIGNOR'S WARRANTIES**

The Assignor hereby warrants to SAM that

- 4 1 prior to the execution of this Assignment, the Assignor has not assigned or charged the benefit of the Assigned Assets to any person and has not created any other encumbrance over the Assigned Assets other than in favour of SAM,
- 4 2 the Assignor has not done or omitted to do any act or thing which has prejudiced or could reasonably be expected to in any way prejudice (a) the Assignor's rights under the Assigned Assets, or (b) SAM's rights hereunder,
- 4 3 the Assigned Assets (other than the Subsidy Payments) are in full force and effect and, save as has been disclosed to SAM in writing, neither the Assignor nor any other party to the contracts comprised within the Assigned Assets is in material breach thereunder and, regardless of any such breach so disclosed, no events have occurred of which the Assignor is aware that can reasonably be expected to give rise to a material liability, loss or claim,
- 4 4 it has full power and authority to execute this Assignment and perform its obligations hereunder, and
- 4 5 the copy of the Brocklesby Contract that has been provided to SAM is a true and complete copy of the same

5 **ADMINISTRATIVE PROVISIONS**

- 5 1 Notwithstanding the assignment herein contained
- 5 1 1 SAM shall not be obliged to make any enquiry as to the nature or sufficiency of any payment made under the Assigned Assets or make any claim or take any other action to collect any monies or to enforce any rights and benefits hereby assigned to SAM or to which SAM may at any time be entitled hereunder, and
- 5 1 2 in the event of any circumstances whereby further performance of the Assigned Assets becomes impossible or unlawful or is otherwise frustrated, no monies paid to SAM under this Assignment shall be recoverable and SAM shall have the right to take such actions as it considers necessary against any debtor to recover any monies payable to or on account of the Assignor under the Assigned Assets
- 5 2 Upon the occurrence of an Event of Default, SAM shall be entitled, without notice or further demand, immediately to enforce its rights under this Assignment, to deliver the Brocklesby Notice and to exercise all the other rights, powers and remedies possessed

by it according to law as assignee of the Assigned Assets and in any event shall have the right

5 2 1 to collect, recover, compromise and give a good discharge for any and all monies and claims for monies for the time being comprised in the Assigned Assets, and

5 2 2 to exercise in relation to the Assigned Assets all such rights as the Assignor then might exercise in relation to the Assigned Assets

5 3 SAM will apply the Assigned Assets and any proceeds arising from the Assigned Assets in or towards discharge of the Assignor's obligations under the Agreement Nothing that may be done by or on behalf of SAM shall render it liable to account as mortgagee in possession for any sums other than actual receipts

6 GENERAL PROVISIONS

6 1 The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Assignment

6 2 If any term or provision of this Assignment shall to any extent be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms or provisions (and any other application of the said terms or provisions) shall not in any way be affected or impaired thereby

6 3 The rights, powers and remedies provided in this Assignment are cumulative and are not exclusive of any rights powers or remedies provided by law No failure or delay on the part of SAM in exercising any right, power or remedy hereunder or under the general law shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of such right, power or remedy

6 4 The Assignor irrevocably appoints SAM as its attorney, with effect from the occurrence of an Event of Default, to do all such acts and execute all such documents which the Assignor itself could do or execute, in relation to the Assigned Assets or in connection with this Assignment

6 5 The Assignor may not, without SAM's prior consent, assign, transfer or otherwise dispose of any of its rights or interest arising in connection with this Assignment or the Assigned Assets

6 6 Any notice to be given under this Assignment shall be validly served if sent by hand or by first class post to the relevant party at the address given above or at its last known place of business Notice shall be deemed to be served, in the case of notice sent by first class post, 48 hours after posting or, in the case of notice delivered by hand, on the day of delivery

6 7 This Assignment is governed by and shall be construed in accordance with the law of England

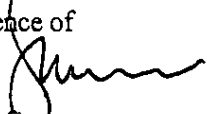
Executed as a deed and delivered on the date appearing at the beginning of this Deed

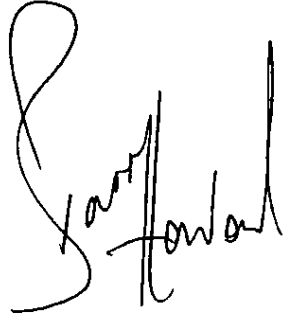
EXECUTED AS A DEED by
BIOWAYSTE SERVICES LIMITED
acting by a director in the presence of

Signature of witness

Name of witness

Address


JAMES MOORE
27 THE CHURCH
GREAT GRAY
LE8 9EQ




Director

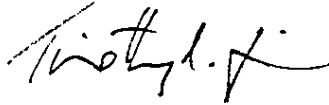
EXECUTEED AS A DEED by
SUMMIT ASSET MANAGEMENT LIMITED
acting by a director in the presence of

Signature of witness

Name of witness

Address


N A ROBERTS
OLD SCHOOL HOUSE
TINWELL LANE, W HORSLEY
KT24 6TD



Director

APPENDIX A

NOTICE OF ASSIGNMENT TO BROCKLESBY

Date _____

To Brocklesby Limited,
Brocklesby House,
Crosslands Lane,
North Cave,
Hull,
East Yorkshire
HU15 2PG

From Biowayste Services Limited
Melita House,
124 Bridge Road,
Chertsey,
Surrey
KT16 8LA

cc Summit Asset Management Limited (the "Assignee")
Melita House
124 Bridge Road
Chertsey
Surrey
KT16 8LA

Dear Sirs,

Re: **1** Agreement for the Provision of By-Product Treatment, Electricity & Heat Services dated 20 December 2013 made between Biowayste Services Limited and Brocklesby Limited (the "Agreement"); and

2 Step-in agreement dated _____ 2014 made between Brocklesby Limited, Biowayste Services Limited and the Assignee (the "Step-in Agreement")

This letter constitutes notice to you that by a security assignment dated _____ 2014, we, Biowayste Services Limited, have assigned by way of security to the Assignee all of our rights, title, benefit and interest in and to the Agreement

Subject to the terms of the Step-in Agreement, we continue to be responsible for the performance of all of our obligations under the Agreement and the Assignee shall be under no obligation of any kind whatsoever thereunder or be under any liability whatsoever in the event of any failure by us to perform our obligations thereunder

As from the date of receipt of this Notice, all and any amounts payable by you with respect to or in connection with the Agreement should be paid by you directly to the Assignee at such account as the Assignee may notify to you from time to time. The Assignee has sole authority to give good discharge for monies paid

This letter is governed by English law

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Assignee at Melita House, 124 Bridge Road, Chertsey, Surrey KT16 8LA marked for the attention of Mr Tim Spring

Yours faithfully,

For and on behalf of
BIOWAYSTE SERVICES LIMITED

ACKNOWLEDGEMENT OF ASSIGNMENT

To Summit Asset Management Limited
Melita House
124 Bridge Road
Chertsey
Surrey
KT16 8LA

From Brocklesby Limited,
Brocklesby House,
Crosslands Lane,
North Cave,
Hull,
East Yorkshire HU15 2PG

Dear Sirs,

We acknowledge receipt from Biowayste Services Limited of a notice of assignment dated [●] (the "Notice")

In consideration of payment to us of the sum of £1, receipt of which is acknowledged, we acknowledge and accept the terms of the Notice and confirm that we will comply with the terms of the Notice and pay all sums and do all things in such a manner as directed in the Notice

Yours faithfully,

For and on behalf of
BROCKLESBY LIMITED

