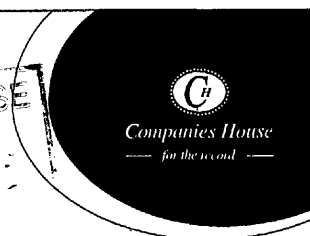


# MG01

## Particulars of a mortgage or charge

COMPANIES HOUSE  
RECEIVED



### 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

WEDNESDAY



\*JWOO4SAX\*

JNI

09/03/2011

225

COMPANIES HOUSE

### 1 Company details

Company number 

N	I	0	2	6	7	3	2
---	---	---	---	---	---	---	---

Company name in full Amalgamated Environmental Services (AES) Limited

For official use

5

#### → Filling 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	2	d	2	m	0	m	2	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

Debenture

### 4 Amount secured

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

Amount secured

Please see Continuation Sheet

#### 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

Name

Please see Continuation Sheet

Address

Postcode

--	--	--	--	--	--	--	--

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

Please see Continuation Sheet


**Continuation page**

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



# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	This form must be signed by a person with an interest in the registration of the charge	



# MG01

## 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 **Ian Stanfield**

Company name **C & H Jefferson**

Address **Norwich Union House, 7 Fountain Street**

Post town **Belfast**

County/Region

Postcode **B T 1 5 E A**

Country **Northern Ireland**

DX **439 NR BELFAST**

Telephone **02890 329545**



### 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](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)**





# MG01 - continuation page

## Particulars of a mortgage or charge

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 The Governor and Company of the Bank of Ireland (the "Bank")  
Address having its registered office at 40 Mespil Road, Dublin 4, Ireland with  
an address for service in Northern Ireland of (see below)

Postcode

Name  
Address 1 Donegall Square South, Belfast, BT1 5LR as security trustee for  
itself and Bank of Ireland (UK) plc (see below)

Postcode

Name  
Address (each a "Secured Party" and together the "Secured Parties")

Postcode

Name  
Address

Postcode

Name  
Address

Postcode

Name  
Address

Postcode

Name  
Address

Postcode

Name  
Address

Postcode



# MG01 - continuation page

## 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>The Company hereby covenanted on demand to pay to the Bank as trustee for the Secured Parties all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to each of the Secured Parties by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, treasury transactions (including without limitation interest rate and currency hedging and other derivative transactions) accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by a Secured Party for or at the request of the Company, and all amounts which may become payable or for which the Company may become liable under the Debenture and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges and expenses incurred by either Secured Party or any receiver in relation to the Company or all or any part of the property, assets and rights for the time being comprised in or subject to the charges contained in the Debenture ("the Charged Property") on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by either Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Debenture or any document, arrangement or agreement between the Company and either Secured Party or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to either Secured Party, and also interest on the foregoing to the date of payment</p>	



# MG01 - continuation page

## 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>1 The Company as beneficial owner and as a continuing security for the payment to the Bank as trustee for the Secured Parties of all monies agreed to be paid and for the discharge of all obligations and liabilities contained in the Debenture thereby</p> <p>(a) granted and demised unto the Bank as trustee for the Secured Parties all of the property described in the First Schedule hereto to hold so much of same as is of freehold tenure unto the Bank as trustee for the Secured Parties for a term of 1,000 years from the date of the Debenture and to hold so much of same as is of leasehold tenure unto the Bank as trustee for the Secured Parties for the residue of the respective term or terms of years for which the Company now holds the same respectively (less the last day of each such term or terms) subject to the proviso for redemption contained in the Debenture,</p> <p>(b) charged those parts of the property described in the First Schedule hereto as are registered in the Land Registry or are required to be registered with payment to the Bank as trustee for the Secured Parties of all monies hereby secured by the Debenture including interest as aforesaid and the Company assents to registration of the charge thereby created as a burden in the Land Registry,</p> <p>(c) charged by way of fixed charge all fixed and moveable plant, machinery vehicles, furniture, fittings, computers and office and other equipment and utensils of whatever nature and equipment from time to time on the property described in the First Schedule hereto and all other plant, machinery, vehicles, furniture, fittings, computers and office and other equipment and utensils of whatever nature and wherever situate both present and future,</p> <p>(d) charged by way of fixed charge all future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon and all other plant, machinery, vehicles, furniture, fittings, computers and office and other equipment and utensils of whatsoever nature and wherever situate both present and future,</p> <p>(e) charged by way of fixed charge all present and future goodwill and connection of all businesses carried on by or on behalf of the Company, any patents, patent applications, brand names, trade marks (including, but not limited to, those trade marks specified in the Second Schedule hereto), copyrights, publication rights, registered designs, inventions and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company, both registered and unregistered,</p> <p>(f) charged by way of fixed charge all book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company, (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, guarantees, indemnities or other assurances against financial loss, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company,</p> <p>Please see Continuation Sheet</p>	



# MG01 - continuation page

## 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>(g) charged by way of fixed charge all shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages,</p> <p>(h) charged by way of fixed charge all the right, title and interest of the Company to and in any proceeds of any present or future insurances or compensation due under the Criminal Damage (Compensation) (NI) Order 1977 as amended,</p> <p>(i) charged and assigned by way of fixed charge all the present and future benefits, rights, title and interest of the Company in contracts and policies of insurance of any kind taken out, or to be taken out and maintained by the Company in connection with the Charged Property together with all proceeds payable to or received by the Company whether by way of claim, return premiums, ex gratia payments or otherwise,</p> <p>(j) charged and assigned by way of fixed charge all rents receivable from any lease or tenancy agreement granted out of any freehold and leasehold property of the Company together with all other present and future benefits, rights and interest of the Company in any such lease or tenancy agreements,</p> <p>(k) charged and assigned by way of fixed charge the benefit of all licences, permits or authorities now or hereafter held by the Company in relation to the Charged Property,</p> <p>(l) charged by way of fixed charge the proceeds of sale of any present and future estate, right, title or interest in any property of the Company (including, specifically, but not limited to the property described in the Schedule hereto) whether or not the legal estate is vested in the Company or registered in the name of the Company,</p> <p>(m) charged by way of floating charge the undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future</p> <p>2 The Mortgage or Charge created by the Debenture shall as regards the property described at clauses 1(a) to (1)(l) above be a first fixed charge or mortgage (and as regards all those parts of the property described at clauses 1(a) to 1(c) now or hereafter vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the property described at clause 1(m) and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge or mortgage shall be a floating charge</p> <p>3 The Company shall not without the consent in writing of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any manner arise on or affect any part of the property described under clause 1 above ranking either in priority to or pari passu with the charge or mortgage created by the Debenture or which will rank after the charge or mortgage contained in the Debenture</p> <p>4 Paragraph 15 of Schedule B1 to the Insolvency (NI) Order 1989 applies to the floating charge created by the Debenture</p> <p>Please see Continuation Sheet</p>





# MG01 - continuation page

## 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

First Schedule

Leasehold Property

Description of Property Part of Second Floor, Old Brewery Court, 31 Regent Street, Newtownards, County Down

Landlord Scrabo Developments Limited (Registered No NI10421)

Date of Lease 17th December 2010

Term 3 years from the date the lease is signed

Description of Property Yard at 11 Killynether Road, Newtownards, County Down

Landlord Stephen Richard Hollinger and Deborah Hollinger

Date of Lease 17th December 2010

Term 3 years from the date the lease is signed

Second Schedule

Proprietor Amalgamated Environmental Services (AES) Limited

Country United Kingdom

Mark MARCONI

Registration Number 2315638

Date 13th November 2002

Registration Period 10 years from 13th November 2002

Proprietor Amalgamated Environmental Services (AES) Limited

Country Community

Mark MARCONI

Registration Number 003137767

Date 17th April 2003

Registration Period 10 years from 17th April 2003





**FILE COPY**

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

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

**COMPANY NO. NI26732  
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22  
FEBRUARY 2011 AND CREATED BY AMALGAMATED  
ENVIRONMENTAL SERVICES (AES) LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO THE GOVERNOR & COMPANY OF THE BANK OF IRELAND  
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 9 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 14 MARCH 2011**



*Companies House*  
— for the record —



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

