

MR01

Particulars of a charge

IRIS Laserform

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AKA

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

You can use the WebForm  
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 for**  
You may not use this form to  
register a charge where the charge  
instrument Use form MR01



\*A2D0E2PC\*

A13 20/07/2013 #79  
COMPANIES HOUSE  
\*A2CSNXYJ\*  
A21 17/07/2013 #270  
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 06470071

Company name in full Environ Consultants Limited (the "Company")

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 05/07/2013

**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 Verdesis SA

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

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### 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

#### Continuation page

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

Description

All copyrights, patents, trade marks, service marks, brand names, inventions, design rights, know-how and other intellectual property rights in or relating to the Charged Chattels (as therein defined) or licences to use the same (registered or unregistered) and the benefit of any pending applications for the same and all benefits deriving therefrom including royalties, fees, profit sharing arrangements and income present or future held by or belonging to the Company together with the licence (if any) to use particular software or computer programmes in relation to the Charged Chattels

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

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Particulars of a charge

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**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 *Bond Dickinson LLP* X

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

# MR01

## Particulars of a charge



### 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 Tom Graham (VED/10/1)

Company name Bond Dickinson LLP

Address St Ann's Wharf

112 Quayside

Post town Newcastle upon Tyne

County/Region

Postcode N E 1 3 D X

Country

DX 61191 Newcastle upon Tyne

Telephone 0845 415 0000



### 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](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)**



**FILE COPY**

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

Company number. 6470071

Charge code: 0647 0071 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th July 2013 and created by ENVIRON CONSULTANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2013

*DX*

Given at Companies House, Cardiff on 23rd July 2013



Bond Dickinson

[www.bonddickinson.com](http://www.bonddickinson.com)

WE CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL  
DOCUMENT

*Bond Dickinson LLP 7/7/2013*  
BOND DICKINSON LLP

Dated *5 July* 2013

Chattel Mortgage

Verdesis Services UK Limited

in favour of

Verdesis SA

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## CHATTEL MORTGAGE

Dated - 5 JULY 2013

made by VERDESIS SERVICES UK LIMITED (CN 06470071) (the "Company") whose registered office is at Ryecroft, 25 Manor Park Road, Glossop, Derbyshire, SK13 7SQ,

in favour of VERDESIS SA of Rue du Manège 18, 1301 Belgium (the "Lender")

### 1. INTERPRETATION

1.1 In this Deed the following expressions have the following meanings:-

"Business Day"	a day (not being a Saturday or a Sunday) on which clearing banks are open for general banking business in the City of London,
"Charged Chattels"	the assets charged by clause 3.1,
"Charged Property"	the assets, rights and interests charged by clause 3 including the Charged Chattels and the Documents,
"Documents"	all logbooks, maintenance records, record books, manuals, handbooks, drawings, technical data and all other documents relating to the Charged Chattels,
"Encumbrance"	includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority,
"Expenses"	all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Lender or any Receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing this Deed or in exercising any right or power under this Deed or otherwise (including costs incurred or suffered by the Lender as a result of an application under section 15 of the Insolvency Act 1986) together with value added tax upon such expenses where appropriate and interest from the date they are incurred,
"Interest"	interest at the rate or rates agreed between the Lender and the Company and in the absence of agreement in respect of any liability or obligation at the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time,
"Obligations"	the obligations and liabilities to the Lender covenanted to be discharged or paid under clause 2,
"Premises"	any land or buildings where the Charged Chattels or Documents are now or in the future situated;
"Receiver"	any person appointed as receiver, manager or receiver and manager and any person who is substituted for such person;
"Share Agreement"	Purchase the share purchase agreement dated on or around the date of this Deed between the Company (as target), the Lender (as seller), and Peter and Susan Rowbottom (as buyers)

1.2 In this Deed -



- 1 2 1 the singular includes the plural and vice versa,
- 1 2 2 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2 3 references to clauses and the Schedule are to clauses of and the Schedule to this Deed;
- 1.2.4 the headings in this Deed are for convenience only and shall not affect its interpretation,
- 1.2 5 references to a statutory provision include a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it,
- 1 2 6 references to "Charged Chattels", "Charged Property", "Expenses" or "Obligations" include a reference to any part of them or it,
- 1 2 7 references to the "Company" include a reference to any person deriving title through the Company,
- 1.2.8 references to the "Lender" include a reference to any person who claims any title or interest through the Lender or any person to whom the business of the Lender is transferred;
- 1 2 9 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things,
- 1 2 10 references to any document (including this Deed) or a provision of such document include a reference to such document or provision as supplemented, varied or replaced from time to time,
- 1 2 11 references to "writing" include any method of reproducing words in a legible and non-transitory form, and
- 1 2 12 references to "dispose" include charging, selling, leasing, hiring, assigning or transferring or agreeing to do any of the same, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation

## **2 SECURED LIABILITIES**

The Company covenants to -

- 2 1 discharge all its obligations under the terms of the Share Purchase Agreement,
- 2.2 pay to the Lender on demand from time to time the Expenses, and
- 2 3 pay to the Lender on demand from time to time Interest on the obligations and liabilities to the Lender covenanted to be discharged and/or paid by the Company under clauses 2.1 and 2.2 from the date on which the Company has agreed to pay interest on them or, if there is no such agreement, from the date on which they become due

In the case of any of the Obligations which is not (but for this clause 2) due for discharge on demand, the Lender shall not make demand before the due date

### **3 SECURITY**

As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Company charges in favour of the Lender by way of first mortgage -

- 3 1 the plant, machinery, chattels or other equipment described in the Schedule together with all additions, alterations, accessones, replacements and renewals from time to time and any component parts from time to time held by the Company (whether or not attached to such plant, machinery, chattels or equipment) and the Documents,
- 3 2 the benefit of any guarantee, warranty or other obligation in relation to the Charged Chattels given or incurred by any manufacturer, supplier or other person and the benefit so far as enjoyed by the Company of all agreements for the maintenance, repair or upkeep of the Charged Chattels;
- 3 3 the benefit of all agreements now or in the future entered into by the Company or the benefit of which is otherwise vested in the Company for the bailment or (in Scotland) the hiring of the Charged Chattels and all agreements now or in the future entered into under which the Charged Chattels are bailed or (in Scotland) hired on hire purchase or sold under a conditional sale agreement or other instalment credit agreement and all sums now or in the future due under any such agreement and the full benefit of any such agreement;
- 3 4 all copyrights, patents, trade marks, service marks, brand names, inventions, design rights, know-how and other intellectual property rights in or relating to the Charged Chattels or licences to use the same (registered or unregistered) and the benefit of any pending applications for the same and all benefits deriving therefrom including royalties, fees, profit sharing agreements and income present or future held by or belonging to the Company together with the licence (if any) to use particular software or computer programmes in relation to the Charged Chattels;
- 3 5 any money payable to the Company for or in connection with a disposal of the Charged Chattels, including any deposit, sum on account or instalment, and
- 3 6 the full benefit of the Company's rights and interest (if any) in and to all insurance effected by the Company or by any other person of the Charged Chattels or their use

### **4. RESTRICTIONS**

The Company will not without the Lender's prior written consent -

- 4 1 create or permit to arise or continue any Encumbrance affecting the Charged Property (including any Encumbrance on Premises to which the Charged Chattels may be fixed) or increase or extend any liability of the Company secured on any of the Charged Property,
- 4 2 dispose of the Charged Property,
- 4 3 permit any of the Charged Chattels to leave the possession of the Company except for the purpose of necessary repair or maintenance under clause 8 8 when the Company shall obtain the specific written consent of the Lender for such repair and/or maintenance (and in any event the Company will not permit any of the Charged Chattels or Documents to be removed from the mainland of England and Wales);
- 4 4 permit or suffer any distress or execution to be levied upon the Charged Property, or
- 4 5 make or suffer to be made any alteration or addition of a substantial nature in or to the Charged Property other than for the purpose of effecting repair as mentioned in clause 8 8

### **5 MARKINGS**

- 5 1 During the continuance of this security the Company -

- 5 1 1 shall affix to or engrave on the Charged Chattels such labels, plates or markings as the Lender shall require,
- 5 1 2 shall not allow to be disturbed or defaced any labels, plates or markings affixed to or engraved on the Charged Chattels as a means of identification by manufacturers, suppliers or any other person and shall not obliterate, obscure or cover up the same
- 5 2 The Lender shall at all reasonable times have access to the Charged Chattels for the purposes of inspecting, affixing, repairing or replacing any labels, plates or markings as it may in its absolute discretion consider necessary

## **6 INSURANCE**

- 6 1 The Company shall to the Lender's reasonable satisfaction keep comprehensively insured for their full reinstatement cost plus value added tax (due allowance being made for inflation during the period of insurance and reinstatement) all of the Charged Property which is of an insurable nature in such name with an office acceptable to the Lender and on such terms, for such amounts and of such types as would be effected by prudent companies carrying on business similar to the Company and with the Lender as co-insured in respect of such policies and the Charged Property
- 6 2 The Company shall effect a policy or policies of insurance, at the option of the Lender in the joint names of the Company and the Lender, for such amount and in such form as the Lender may require against legal liability to third persons and their respective dependants who may suffer damage or injury to or loss of life or property arising out of or in connection with the use of the Charged Chattels by the Company or any other person for the time being having their possession or control and against such risks as may be required by any law
- 6 3 The Company will punctually pay when due all premiums payable in respect of any insurance of the Charged Property and if required by the Lender will deliver to the Lender evidence satisfactory to the Lender of payment of such premiums together with a copy of the insurance policies
- 6 4 Without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by this Deed, the Company shall hold in trust for the Lender all monies received by it under any insurance of the Charged Property and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Obligations and in the meantime will pay all such monies into such account as the Lender may specify
- 6 5 The Company covenants not to do or allow to be done anything on the Charged Property which might prejudicially affect any insurance policy.
- 6 6 If the Company defaults in its obligations under this clause 6 or at any time after the Lender has demanded repayment of the Obligations, the Lender or any Receiver may effect insurance as specified in this clause 6 without becoming liable to account as mortgagee in possession and the cost of so doing shall be an Expense

## **7 DOCUMENTS AND PROCEEDS**

The Company will from time to time deposit with the Lender -

- 7 1 the Documents and all other deeds and documents of title, invoices, insurance policies and agreements charged by this Deed, and
- 7 2 all money received by the Company on a disposal of the Charged Property and, in the meantime, hold all such moneys in trust for the Lender

## **8 UNDERTAKINGS BY THE COMPANY**

The Company undertakes with the Lender.-

- 8 1 punctually to pay all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Premises and to observe and perform all covenants (positive and restrictive), conditions, permissions and stipulations from time to time affecting the Premises,
- 8 2 punctually to pay all licence fees, duties, registration charges and all outgoings in respect of the Charged Property and to keep or cause the Charged Property to be kept from being detained or distrained or from being taken under any execution and shall at all times on demand produce to the Lender or its authorised agents the receipt for such payments and if the Company defaults in its obligations under this clause 8 2 the Lender may pay and discharge such sums which at any time may be or become due assessed or payable in respect of the Premises or the Charged Property without becoming liable to account as mortgagee in possession and the cost of so doing shall be an Expense;
- 8.3 except as may be agreed in writing by the Lender, to keep the Charged Chattels in its sole and exclusive possession and at the location (if any) specified in the Schedule and not to use nor permit them to be used for any purpose for which they are not designed or reasonably suitable,
- 8 4 not to use nor permit the Charged Chattels to be used in any way contrary to law and to comply with the requirements of any law so far as the same relate to or affect the Charged Chattels or their user and shall immediately execute or cause to be executed all works that are thereby required by any law to be executed upon or in connection with the Charged Chattels,
- 8 5 immediately to produce to the Lender the original of any notice or any matter affecting or likely to affect the Charged Property and served upon the Company by any person and immediately at the Company's own cost to comply with the same and if so required by the Lender at the Company's own cost to make or join in making such objections or representations against or in respect of the contents of any such document as the Lender shall deem expedient,
- 8 6 if it creates an Encumbrance in relation to the assets or undertaking of the Company or the Premises, or if any such Encumbrance subsists as at the date of this Deed, immediately to notify the Lender of the same and if called upon so to do by the Lender to procure from any holder of the Encumbrance or other person having an interest in the said assets, undertakings or Premises a waiver in such form as the Lender may require of all rights which the holder of such Encumbrance or interest might otherwise be entitled to claim in or to the Charged Property or its possession,
- 8 7 not to annex the Charged Chattels to the Premises if the result of such annexure is that the Charged Chattels might become fixtures;
- 8 8 to keep the Charged Chattels in a good state of repair and in good working order and in accordance with all relevant legislation and renew, service and overhaul the Charged Chattels as necessary including replacing any part or parts of the Charged Chattels as may be destroyed, damaged or worn out with new parts of similar quality and permit the Lender or any person nominated by it at all reasonable times to enter upon the Premises and view the state of the Charged Chattels and to carry out such repair thereto as the Lender shall consider necessary,
- 8 9 to ensure that all persons having any interest in the Premises (whether such interest arises as lessor, lessee, mortgagee or otherwise) receive written notice of the Lender's interest as chargee,
- 8.10 immediately to notify the Lender of the loss or destruction or any damage to any Charged Chattel,
- 8 11 to ensure that any replacements, modifications, renewals and additions to the Charged Chattels are free of any Encumbrance,
- 8 12 to comply with any requirements or recommendations of any fire officer or other inspector,
- 8 13 to maintain its centre of main interests (COMI) for the purposes of the EU Regulation on Insolvency Proceedings 2000 in the United Kingdom,

8 14 in the event of a notice being served affecting the Premises or in the event of any proceedings being commenced affecting the same to immediately give full particulars to the Lender, and

8 15 generally not to do anything to lessen the value of the Charged Property.

## **9. POWERS OF THE LENDER**

9 1 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed

9 2 The Lender may at any time after the Lender has demanded repayment of the Obligations or if so requested by the Company under hand or by a deed, appoint or remove a Receiver or Receivers of the Charged Property, fix and pay the fees of a Receiver and substitute any Receiver, but any Receiver shall be the agent of the Company and the Company shall be solely responsible for the Receiver's acts, defaults and remuneration

9 3 All or any of the powers conferred on a Receiver by clause 10 may be exercised by the Lender without first appointing a Receiver or notwithstanding any such appointment

9 4 If the Lender takes possession of the Charged Property, the Lender will not be liable to account to the Company as mortgagee in possession or on any other basis for any money not actually received by the Lender and if the Lender or any Receiver takes possession of the Charged Property it or he may at any time relinquish such possession (whether it or he relinquishes such possession in whole or in part)

9 5 If the Company defaults in repairing or keeping in repair the Charged Property or in observing or performing any of the covenants or stipulations either contained in this Deed or affecting the same the Company shall permit the Lender to enter on the Premises and comply with or object to any notice served on the Company in respect of the Charged Property, effect such repairs or generally do all such acts and pay all such costs as the Lender may consider necessary to prevent or remedy any breach of covenant or stipulation or to comply with or object to any such notice without thereby becoming liable as mortgagee in possession and any costs so incurred by the Lender shall be an Expense

9 6 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed

## **10 RECEIVERS**

10 1 Any Receiver appointed by the Lender shall be a receiver and manager and shall have the powers specified in Schedule 1 to the Insolvency Act 1986 and the following powers exercisable upon such terms and conditions as he thinks fit -

10.1.1 to take possession of and generally to manage the Charged Property and for that purpose to enter upon the Premises and sever, dismantle and remove the Charged Chattels without being liable for any loss of damage thereby occasioned (other than through negligence);

10.1.2 to raise or borrow any money from or incur any other liability to the Lender or any other person and on such terms as to interest or otherwise and with or without security as the Receiver may think expedient and so that any such security may be or include a mortgage or charge on the Charged Property,

10.1.3 to immediately and without the restriction imposed by section 103 of the Law of Property Act 1925 dispose of or concur in disposing of (but where necessary with the leave of the court) and accept surrenders of all or any of the Charged Property and carry any such disposal or surrender into effect by conveying, transferring, assigning, leasing, letting, letting out on hire purchase or accepting surrenders in the name and on behalf of the Company (or the estate owner) and so that covenants and contractual obligations may be granted in the name of and so as to bind the Company (or the estate owner) so far

as the Receiver may consider it necessary, appropriate or expedient for the exercise of the powers conferred by this Deed so to do. Any such disposal or surrender may be for cash, debentures or other obligations, shares, stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Receiver shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all money and liabilities and other sums secured by this Deed,

- 10 1 4 to promote the formation of subsidiaries of the Company with a view to such subsidiaries purchasing, leasing, licensing or otherwise acquiring interests in or the use of all or any of the Charged Property or with a view to such subsidiaries engaging employees or providing management or services or purchasing or selling agencies or distributors or for any other purpose or function which may be regarded as necessary or appropriate by such Receiver from time to time;
- 10 1 5 to arrange for such subsidiaries to trade or cease to trade as the Receiver may think fit from time to time,
- 10 1 6 to arrange for such purchase, lease, licence or acquisition of all or any of the Charged Property by any such subsidiaries on a basis whereby the consideration may be for cash, shares, debentures, loan stock, convertible loan stock or other securities, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise and whether or not secured on the assets of the subsidiaries and whether or not such consideration is payable or receivable in a lump sum or at any one time or a number of times or by instalments spread over such period as the Receiver may think fit,
- 10 1 7 to enter into any agreement or make any arrangement or compromise which he or they shall think expedient in respect of the Charged Property,
- 10 1 8 to make and effect all repairs, renewals, alterations and any improvements of the Charged Property as the Receiver may think fit,
- 10 1 9 to appoint managers, agents, officers, servants and workmen for any of the aforesaid purposes at such salaries and for such periods as the Receiver may determine,
- 10 1 10 to cause the Company to grant such powers of attorney or appoint agents as the Receiver may from time to time think expedient,
- 10 1 11 to take any proceedings in relation to the Charged Property in the name of the Company or otherwise as the Receiver may think expedient,
- 10 1 12 to insure the Charged Property in such manner as the Receiver may think fit or as the Lender shall from time to time direct,
- 10 2 to exploit or make use of the Charged Property with a view to profit or gain,
  - 10 2 1 to make any elections for value added tax purposes, and
  - 10 2 2 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property.
- 10 3 In the case of joint Receivers any power may be exercised jointly or severally.
- 10 4 The Receiver shall apply all money he receives first in repayment of all money borrowed by him and in payment of his expenses, liabilities and fees and secondly in or towards the remaining matters specified in section 109(8) of the Law of Property Act 1925

## **11 PROTECTION OF PURCHASERS AND POWER OF ATTORNEY**

- 11.1 No purchaser or other person shall be obliged or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers
- 11.2 The receipt of the Lender or any Receiver shall be an absolute discharge and the payer shall not be obliged to see the application of the monies paid to either of them
- 11.3 Neither the Lender nor any Receiver shall be liable to the Company in respect of any loss or damage arising out of the exercise or the attempted, purported or failure to exercise any of their respective powers
- 11.4 The Company by way of security irrevocably appoints the Lender and any Receiver severally to be the attorney for the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers

## **12 APPROPRIATION AND SET-OFF**

- 12.1 The Lender may apply all payments received in respect of the Obligations in or towards discharge of such part of the Obligations as the Lender decides
- 12.2 The Lender shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Company to the Lender against any liability of the Lender to the Company (in either case whether actual or contingent, present or future and irrespective of the branch or office, currency or place of payment) and may for such purpose convert or exchange any currency

## **13 PROTECTION OF SECURITY**

This Deed is in addition to any other rights or security, present or future, held by the Lender from the Company or any other person for the Obligations and shall not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Lender. Such rights or security may be enforced in whatever order the Lender decides.

## **14 FURTHER ASSURANCE**

The Company will at its own cost at the Lender's or any Receiver's request execute any deed or document and take any action required by the Lender or any Receiver to perfect or protect this security or its priority or further to secure on the Charged Property, the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Lender or any Receiver or for establishing the nature or extent of the Charged Property (including giving notice to such persons as the Lender may require of the assignments effected by this Deed and any further assignments or securities)

## **15. NOTICES**

### **15.1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

### **15.2 Addresses**

- 15.2.1 The address of the Lender for any communication or document to be made or delivered under or in connection with this Deed is as specified on page 1 of this Deed or any

substitute address as the Lender may notify to the Company by not less than five Business Days' notice

- 15 2 2 The address of the Company for any communication or document to be made or delivered under or in connection with this Deed shall be its registered office at the time such communication or document is made or delivered

### **15.3 Delivery**

- 15 3 1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective if by way of letter, when it has been left at the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address
- 15 3 2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender above (or any substitute department or officer as the Lender shall specify for this purpose).

## **16 REPRESENTATIONS AND WARRANTIES**

The Company represents and warrants to the Lender that -

- 16 1 none of the provisions, covenants and obligations contained in this Deed contravenes any of the provisions of its memorandum or articles of association or other constitutional documents nor will this Deed or its performance infringe any law or obligation binding upon it, and
- 16 2 it is the absolute beneficial owner of the Charged Property which is not subject to any Encumbrance other than the charges contained in this Deed

## **17 LAW AND JURISDICTION**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the Company irrevocably submits to the non-exclusive jurisdiction of the English courts

## **18 ASSIGNMENT AND TRANSFER**

- 18 1 The successors in title of the parties shall have the benefit of and subject to this Deed
- 18 2 The Lender may at any time dispose of or deal in any manner with or without notice to any other person all or any part of its rights, beneficial interests or benefits under this Deed
- 18 3 The Company may not dispose of or deal in any manner with all or any part of its rights, beneficial interests or benefits under this Deed.
- 18 4 The Lender may give such information relating to the Company, its affairs or this Deed as it thinks fit to any third party proposing to take an assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this Deed

## **19 INDEMNITY**

The Company will indemnify on demand the Lender and any Receiver.-

- 19 1 against any loss or expense (including legal fees) sustained or incurred as a result either of a failure by the Company to perform any of its obligations under this Deed or of any representation or warranty made in this Deed having been incorrect when made, and



19 2 against all claims, demands, liabilities and costs (including legal fees) made or incurred or proceedings arising in any way out of the possession, operation or use of the Charged Chattels or their manufacture, selection or delivery

20 **WAIVER**

20 1 No failure to exercise or any delay in exercising any right or remedy under this Deed shall operate as a waiver of it or of any other right or remedy under it No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy

20 2 Any waiver given by the Lender must be in writing and expressly stated by the Lender to be a waiver Such waiver will only apply to the specific events or circumstances to which it is stated to relate, and not to any other events or circumstances, pas or future

21 **SEVERANCE**

If any provision of this Deed shall be found by any court or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Deed which shall remain in full force and effect to the extent permitted by law

22 **MISCELLANEOUS**

Interest will be calculated both before and after judgment on the basis agreed with the Company, or if none has been agreed, on a daily basis and on the basis of a 365 day year and be compounded quarterly

**IN WITNESS** whereof this Deed was executed and delivered as a deed on the date specified on page 1

**SCHEDULE**

**Plant and Machinery**

Description	Serial Number	Location
Organic rankine cycle system	J13642	Risley Landfill Site, Moss Side Farm, Silver Lane, Risley, WA3 6BY (c/o Biffa Waste Services Limited)

NOTICE TO COMPANY :- THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.

EXECUTED AS A DEED by VERDESIS UK  
SERVICES LIMITED acting by  
, a director, in the presence  
of.-

)  
)  
)  
)

[Redacted]

Signature of witness

Name.

Address

Occupation

*PAUL TSEH*  
BIRCHALL BLACKBURN  
SOLICITORS  
20 KENNEDY STREET  
MANCHESTER  
M2 4BY

EXECUTED AS A DEED by VERDESIS SA  
acting by Alistair Scott-Somers under a power  
of attorney in the presence of -

)  
)  
)

[Redacted]

Signature of witness

Name

Address:

Occupation

*GARRY NOL LOMAS*

[Redacted]

*Accountant*