

MG01

Particulars of a mortgage or charge

22/12/13



iris  
LASERFORM

**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  
particulars of a charge for  
company. To do this, please  
use form MG01s

THURSDAY



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12/01/2012

#191

COMPANIES HOUSE

1

**Company details**

Company number

0 0 0 4 9 7 2 2

Company name in full

Cory Environmental Limited (the **Chargor**)

For official use

**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

01 00 00 01 20 12

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

A supplemental common debenture dated 10 January 2012 (the **Deed**) between  
the **Chargor** and Barclays Bank PLC (the **Security Trustee**) which is  
supplemental to the Original Common Debenture and the First Supplemental  
Common Debenture (both terms as defined below)

4

**Amount secured**

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

Amount secured

441, 14  
All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any capacity whatsoever)  
of each Obligor to any **Secured Finance Party** under  
any Finance Document, except for any obligation or  
liability which, if it were so included, would  
result in the Deed contravening any law (including  
Sections 678 or 679 of the Companies Act 2006) (the  
**Secured Liabilities**) (all capitalised terms as  
defined below)

**Continuation page**

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

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## 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

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

Name Barclays Bank PLC

Address 5 The North Colonnade, Canary Wharf

London

Postcode E 1 4 4 B B

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see continuation sheets

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## Particulars of a mortgage or charge

### 7 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

Nil

### 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 870).

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 866). 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 *Allen & Overy LLP* X

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

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## 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 **Angela Higson (BK 19229941)**

Company name  
**Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region **Greater London**

Postcode 

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Country **United Kingdom**

DX

Telephone **020 3088 3743**

### 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,  
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)**

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 376 1021 409">Please give the short particulars of the property mortgaged or charged</p> <ol style="list-style-type: none"> <li>1. <b>CREATION OF SECURITY</b> <ol style="list-style-type: none"> <li>1.1 <b>General</b> <ol style="list-style-type: none"> <li>(a) All the security created under the Deed               <ol style="list-style-type: none"> <li>(i) is created in favour of the Security Trustee,</li> <li>(ii) is created over present and future assets of the Chargor,</li> <li>(iii) is security for the payment, discharge and performance of all the Secured Liabilities, and</li> <li>(iv) is made (save as to any prior Security created by the Original Common Debenture or the First Supplemental Common Debenture) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</li> </ol> </li> <li>(b) The Security Trustee holds the benefit of the Deed on trust for the Secured Finance Parties</li> </ol> </li> <li>1.2 <b>Land</b> <ol style="list-style-type: none"> <li>(a) The Chargor charges by way of a first legal mortgage               <ol style="list-style-type: none"> <li>(i) The leasehold land at Barling Hall, Barling Magna, Rochford, Essex registered at the Land Registry with title number EX796037, and</li> <li>(ii) A lease of access land at Lyme and Wood Pit, St Helens, Merseyside dated 29 November 2011 between (1) H J Banks &amp; Company Limited and (2) Cory Environmental Limited for a term commencing 12 August 2011 and expiring 10 days prior to the expiration of the contractual term created by the superior lease dated 19 August 2011 between (1) Eric Miller and Roderick Leslie Hamilton Steen and (2) H J Banks &amp; Company Limited</li> </ol> </li> <li>(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes               <ol style="list-style-type: none"> <li>(i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor; and</li> <li>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</li> </ol> </li> </ol> </li> </ol> </li></ol>	

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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><b>2. RESTRICTIONS ON DEALINGS</b></p> <p>The Chargor may not</p> <ul style="list-style-type: none"> <li>(a) create or allow to exist any Security Interest on any of its assets, or</li> <li>(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,</li> </ul> <p>unless permitted under the Finance Documents</p> <p><b>3. DEFINITIONS</b></p> <p>In this Form MG01</p> <p><b>Company</b> means Viking Consortium Acquisition Limited (registration number 06067505)</p> <p><b>Deed of Accession</b> means</p> <ul style="list-style-type: none"> <li>(a) as defined in the Original Common Debenture, a deed substantially in the form of schedule 6 (Form of Deed of Accession) to the Original Common Debenture, and</li> <li>(b) as defined in the First Supplemental Common Debenture, a deed substantially in the form of schedule 6 (Form of Deed of Accession) to the First Supplemental Common Debenture</li> </ul> <p><b>Finance Document</b> means the Senior Finance Documents and the Junior Finance Documents</p> <p><b>First Supplemental Common Debenture</b> means the supplemental common debenture dated 29 November 2011 (as amended and supplemented from time to time) between, amongst others, the Chargor and the Security Trustee</p> <p><b>Junior Agent</b> means The Bank of New York Mellon, London Branch as agent for the Lenders under the Junior Facilities Agreement</p> <p><b>Junior Company</b> means Viking Consortium Borrower Limited (registered number 06067188)</p> <p><b>Junior Facilities Agreement</b> means the junior facilities agreement dated 13 March 2007 as amended and restated on 30 March 2007, 16 May 2007 and 29 November 2011 between, amongst others, the Junior Company, the Junior Agent and the Security Trustee</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Junior Finance Documents</b> has the meaning given to that term in the Junior Facilities Agreement</p> <p><b>Lender</b> has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement, as appropriate</p> <p><b>Obligor</b> means</p> <ul style="list-style-type: none"> <li>(a) as defined in the Senior Facilities Agreement, a Borrower (as defined in the Senior Facilities Agreement) or a Guarantor (as defined in the Senior Facilities Agreement), and</li> <li>(b) as defined in the Junior Facilities Agreement, the Borrower (as defined in the Junior Facilities Agreement) or a Guarantor (as defined in the Junior Facilities Agreement)</li> </ul> <p><b>Original Common Debenture</b> means the common debenture dated 30 March 2007 (as amended and supplemented from time to time) between, amongst others, the Company and the Security Trustee</p> <p><b>Secured Finance Party</b> means each Finance Party (as defined in the Senior Facilities Agreement) and each Finance Party (as defined in the Junior Facilities Agreement)</p> <p><b>Security</b> means</p> <ul style="list-style-type: none"> <li>(c) as defined in the Original Common Debenture, any Security Interest created, evidenced or conferred by or under the Original Common Debenture or any Deed of Accession, and</li> <li>(d) as defined in the First Supplemental Common Debenture, any Security Interest created, evidenced or conferred by or under the First Supplemental Common Debenture or any Deed of Accession</li> </ul> <p><b>Security Interest</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>Senior Agent</b> means Barclays Bank PLC as agent for the Lenders under the Senior Facilities Agreement</p> <p><b>Senior Facilities Agreement</b> means the senior facilities agreement originally dated 13 March 2007, as amended and restated on 30 March 2007, 16 May 2007 and 29 November 2011 between, amongst others, the Company, the Senior Agent and the Security Trustee</p>

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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

**Senior Finance Document** means "Finance Documents" as defined in the Senior Facilities Agreement





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

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

**COMPANY NO. 49722  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL COMMON  
DEBENTURE DATED 10 JANUARY 2012 AND CREATED BY  
CORY ENVIRONMENTAL LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO  
ANY SECURED FINANCE PARTY ON ANY ACCOUNT  
WHATSOEVER 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 12 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JANUARY  
2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES