

MG01

Particulars of a mortgage or charge



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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 to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



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23/08/2012

#134

COMPANIES HOUSE

1

Company details

Company number 0 0 6 4 4 3 5 4

Company name in full Morley Waste Traders Limited (the "Owner")

15

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 d1 d4 m0 m8 y2 y0 y1 y2

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 the Debenture (the "Debenture")

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Amount secured

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

Amount secured Pursuant to clause 1 of the Debenture, the Owner has covenanted
that it will pay to the Chargee on demand all the Owner's Obligations.
The **Owner's Obligations** are all the Owner's liabilities to the
Chargee (present, future, actual or contingent and whether incurred
alone or jointly with another) and include

Please see continuation sheet MG01(c1)

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

Continuation page

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

Name Lombard North Central public limited company (the "Chargee")

Address 3 Princess Way, Redhill

Postcode R H I I N P

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

Pursuant to clause 2 of the Debenture, the Owner has, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, given to the Chargee

- (a) a fixed charge over the following property of the Owner, owned now or in the future
- (i) all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land,
 - (ii) all plant and machinery, including any associated warranties and maintenance contracts,
 - (iii) all the goodwill of the Owner's business,
 - (iv) any uncalled capital,
 - (v) all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities,

Please see continuation sheet MG01(c3)

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

n/a

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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).

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Signature

Please sign the form here

Signature

Signature

X *Burges Salmon LLP* X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name EH08

Company name Burges Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX

Telephone 0117 939 2000



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 or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(a) Interest at the rate charged by the Chargee, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Chargee, and</p> <p>(b) any expenses the Chargee or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with</p> <p>(i) the property charged by Clause 2 of the Debenture (section 6 below) References to Property include any part of it, and</p> <p>(ii) taking, perfecting, protecting, enforcing or exercising any power under the Debenture</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

a **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others,

(vi) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights, and

(vii) the benefit of any hedging arrangements, futures transactions or treasury instruments, and

(b) a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under the Debenture or under any other security held by the Chargee,

(the "Property")

Restrictions

Pursuant to clause 3 of the Debenture, the Owner has covenanted that it will not, without the Chargee's consent

- (a) permit or create any mortgage, standard security, charge or lien on the Property,
- (b) dispose of the Property charged by Clause 2(a) of the Charge (see paragraph (a) under section 6 above),
- (c) dispose of the Property charged by Clause 2(b) of the Charge (see paragraph (b) under section 6 above), other than in the ordinary course of business,
- (d) call on, or accept payment of, any uncalled capital,
- (e) deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements,
- (f) grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting, or
- (g) dispose of, part with or share possession or occupation of any of its Land

"Land" has the meaning given to that term in section 6 above

Please see continuation sheet MG01(c3)

MG01 - continuation page

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6 Short particulars of all the property mortgaged or charged

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Short particulars

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Please give the short particulars of the property mortgaged or charged

Short particulars

Conversion of Floating Charge to Fixed Charge

Pursuant to clause 5 of the Debenture, the Chargee may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without the Chargee's consent.

The floating charge will become a fixed charge if an administrator of the Owner is appointed.

Power of Attorney

Pursuant to clause 12 of the Debenture, to give effect to the Debenture and secure the exercise of any of their powers, the Owner has irrevocably appointed the Chargee, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 644354
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 AUGUST
2012 AND CREATED BY MORLEY WASTE TRADERS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LOMBARD NORTH CENTRAL PUBLIC
LIMITED COMPANY 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 23 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 AUGUST 2012

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