

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 for**
You may not use this form to
register a charge where there is no
instrument Use form MR08.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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. The copy must be
scanned and placed on the public record



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A16

28/05/2013

#48

COMPANIES HOUSE

1 Company details

Company number 01533330

Company name in full TURKSWOOD LIMITED

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 21 05 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 TECHNICAL & GENERAL GUARANTEE COMPANY SA
18 AVENUE LOUIS CASAI, 1209, GENEVA SWITZERLAND

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

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

Description

N/A

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 [ⓐ]

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

☐

[ⓐ] This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Shantanu Sen





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	GENERAL MANAGER
Company name	TECHNICAL & GENERAL
	GUARANTEE COMPANY SA
Address	18 AVE LOUIS CASAI
Post town	GENEVA
County/Region	GE
Postcode	1 2 0 9
Country	SWITZERLAND
DX	
Telephone	0041227917400
 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:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> 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: 1533330

Charge code: 0153 3330 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2013 and created by TURKSWOOD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2013

P

Given at Companies House, Cardiff on 30th May 2013



DATED The 21 day of May, 2013

TURKSWOOD LIMITED

and

TECHNICAL & GENERAL
GUARANTEE COMPANY S A

FLOATING CHARGE 13/GTG4570-A

BOND NO: 13/GTG4570

FLCH 4570-A

We hereby certify this to be a true
and exact copy of the original

FLOATING CHARGE

Parties:

1. "T&G" TECHNICAL & GENERAL GUARANTEE COMPANY S A whose registered office is situate at 18 Avenue Louis Casai, 1209 Geneva, Switzerland
2. "The Company" TURKSWOOD LIMITED (Company No 01533330) whose registered office is situate at Peatling Lodge, Bruntingthorpe Road, Lutterworth, Leicestershire, LE17 5RB, United Kingdom.

OPERATIVE PROVISIONS

1. Interpretation

1.1 In this Floating Charge

"ACTS" means the Law of Property Act 1925 the Insolvency Act 1986 and the Enterprise Act 2000 (or any statutory modification or re-enactment of those acts for the time being in force)

"ADMINISTRATOR" has the meaning given to it in clause 5.1.

"ASSETS" means the present and future property, undertaking and assets of the Company of whatever kind and wherever situated

"ASSOCIATE" means EURO WAST MANAGEMENT LIMITED (Company No. 08494846) whose registered office is situate at 3rd Floor, 207 Regent Street, London, W1B 3HH, United Kingdom, an associate company of the Company

"BOND" means any performance bond, guarantee or indemnity given by T&G at the request of the Associate to third parties

"CONTRACT" means the contract dated the 1st day of May 2013 between WILLIAM GABRIEL LIMITED (1) and the Associate (2)

"ENVIRONMENTAL LAWS" means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment

We hereby certify this to be a true
and exact copy of the original

"EVENT OF DEFAULT" means any failure to comply with any of the terms of this Floating Charge, the Secured Documents or the Contract, an Insolvency Event, any substantive and/or material change in the Information, and action or inaction of the Company or of its subsidiaries which in the opinion of T&G is prejudicial to its interests and security, or an actual, potential or deemed claim (as determined by T&G) on the Bond

"INDEBTEDNESS" means all the Company's or its subsidiaries' present or future liabilities to T&G arising from the Secured Documents whether solely or jointly with any other person or persons and all the Company's or its subsidiaries' other liabilities whatever to T&G, including (without limitation) indebtedness on account of the Secured Documents obligations with respect to letters of credit, guarantees and indemnities, whether present, future, actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether in sterling or in any other currency, together with interest, commission, bank charges and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by T&G and including those arising from T&G perfecting or enforcing or attempting to enforce this Floating Charge or any other security (and its rights thereunder) held by T&G from time to time

"INFORMATION" means the information and details provided by the Company or its subsidiaries or their directors, employees or agents in the application or making of the application to T&G for the Bond

"INSOLVENCY EVENT" means the serving of a statutory demand, the winding up of the Company or of its subsidiaries, the appointment of an administrative receiver, the making of an administration order in respect of the Company or of its subsidiaries, the issuing of a proposal for a voluntary arrangement in respect of the Company's or its subsidiaries' affairs or the making of any arrangement with creditors, any application for the making of an administration order, any notice by a creditor appointing an administrative receiver or an administrator or indicating a threat desire suggestion or proposal that an administrative receiver or administrator be appointed, any claim form in any action commenced by any creditor, employee, contributor, director or shareholder of any resolution intended to be considered by the members of the Company that the Company or its subsidiaries should be wound up or that an administrative receiver or administration order should be made or that a proposal should be put forward to the Company's creditors for a voluntary arrangement

"SECURED DOCUMENTS" means all documents entered into between T&G and the Company or its subsidiaries or T&G and directors and/or shareholders of the Company or of its subsidiaries relating to, in support of or arising from the giving of the Bond by T&G

1.2 Clause headings are for ease of reference only

2. **Charge**

The Company hereby charges to T&G with full title guarantee by way of floating charge the Assets.

3. **Covenants**

3.1 The Company covenants with T&G that:

3.1 1 the Company shall not create or permit to subsist any mortgage, charge or lien on the Assets;

3.1 2 the Company shall not sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business,

3.1 3 the Company shall not deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring; or

3.2 The Company covenants with T&G that the Company shall

3.2 1 on demand pay or discharge the Indebtedness to T&G

3.2.2 conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws and other legislation and regulations of any kind and to notify T&G promptly and in reasonable detail of any claim, notice or communication in respect of any violation or potential violation of an Environmental Law; and

3.2 3 promptly notify T&G of any meeting to discuss, or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Company or any of its assets and, if any such official is appointed, of his appointment

- 3.3 If the Company fails to perform any of its obligations under clause 3.2 2, T&G may take out or renew any insurance or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Company on demand

4 **Representations Warranties and Covenants by the Company**

The Company represents covenants and warrants to T&G that

- 4.1 it has and will at all times have the necessary power to enter into and perform its obligations under this Floating Charge;
- 4 2 this Floating Charge constitutes valid, legally binding and enforceable obligations and is a security over the Assets and every part thereof in accordance with its terms;
- 4 3 this Floating Charge does not and will not conflict with or result in any breach or constitute a default under nay agreement instrument or obligation to which the Company is a party or by which it is bound;
- 4 4 all necessary authorisations and consents to enable or entitle it to enter into this Floating Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Floating Charge
- 4.5 the Information is correct, accurate and given with utmost good faith,
- 4 6 the directors and/or company secretary are duly and properly authorised by the board of directors and the Memorandum and Articles of Association of the Company to enter into this Floating Charge, the Contract, the Bond and the Secured Documents,
- 4 7 the Company is fully and properly constituted and solvent as at the date hereof,
- 4.8 the Company will within twenty four hours of an actual or perceived Event of Default or notification of an anticipated Event of Default serve notice of such event on T&G

We hereby certify this to be a true
and exact copy of the original

5 Administrator

- 5 1 At any time after T&G's demand for payment from the Company of any Indebtedness (or if so requested by the Company), T&G may appoint by writing any person or persons to be an administrator or a receiver and manager or receivers and managers ('the Administrator', which expression shall include any substituted administrator(s) receiver(s) and manager(s)) of all or any part of the Assets. Without limiting T&G's rights under this clause 5 1 or at law, T&G may, whether or not any demand has been made for payment of the Indebtedness, appoint an Administrator if T&G becomes aware of any of the matters referred to in clause 3 2 3 or if the security created by this Floating Charge shall be in jeopardy.
- 5 2 T&G may from time to time determine the remuneration of the Administrator and may remove the Administrator and appoint another in his place.
- 5 3 The Administrator shall, subject to the terms of the Acts, be the Company's agent and shall have all powers conferred by the Acts. The Company alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or T&G's power of sale, the Administrator shall have power:
- 5 3 1 to take possession of collect and get in all or any part of the assets of the Company and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit,
- 5 3 2 to carry on or concur in carrying on the Company's business and raise money from T&G or others on the security of all or any part of the Assets,
- 5 3 3 to sell, let and/or terminate or to accept surrenders of leases or tenancies of any property of the Company, in such manner and on such terms as he thinks fit;
- 5 3 4 to take, continue or defend any proceedings and make any arrangement or compromise which he shall think fit,
- 5 3 5 to make and effect all repairs, improvements and insurances,
- 5 3 6 to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine;

- 5 3 7 to call up any of the Company's uncalled capital,
- 5 3 8 to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the assets of the Company, and
- 5 3 9 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers
- 5 4 Any moneys received under this Floating Charge shall be applied
- 5.4 1 first, in satisfaction of the statutory requirements of an administration;
- 5 4 2 secondly, in or towards satisfaction of the Indebtedness in such order as T&G shall determine; and
- 5 4 3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.

6 Miscellaneous

- 6 1 Schedule B1 of the Insolvency Act 1986 shall apply to this Floating Charge.
- 6.2 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without T&G's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply
- 6.3 By notice in writing to the Company, T&G may at any time convert the floating charge created by clause 2 into a specific charge over any assets of the Company specified in the notice which T&G considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy. The Company at its expense shall at any time on T&G's request promptly execute and deliver to T&G any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the assets of the Company charged by clause 2) or such other charge as T&G may in its discretion think fit for securing the Indebtedness
- 6.4 This Floating Charge shall be.
- 6 4 1 a continuing security to T&G, notwithstanding any settlement of account or other matter or thing whatever,

6 4 2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which T&G may hold now or hereafter on all or any part of the assets of the Company, and

6 4 3 in addition to any rights, powers and remedies at law.

6.5 Section 103 of the Law of Property Act 1925 shall not apply The statutory power of sale shall be exercisable at any time after the execution of this Floating Charge T&G shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made

6 6 No failure or delay on T&G's part in the exercise of any of its rights, powers and remedies (in this clause 5 'right(s)') under this Floating Charge or at law shall operate or be construed as a waiver No waiver of any of T&G's rights shall preclude any further or other exercise of that right or of any other right

6.7 T&G may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or T&G's rights under this Floating Charge.

6.8 The Company shall, on demand by T&G, execute and deliver all transfers, mandates, assignments, deeds or other documents as T&G may require to perfect its rights under this Floating Charge and to give effect to any sale or disposal of any of the assets of the Company and otherwise give effect to the intent of this Floating Charge.

7 Power of attorney

By way of security, the Company hereby irrevocably appoints T&G and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes

8 Costs

All costs, charges and expenses incurred by T&G and all other moneys paid by T&G or the Administrator in perfecting or otherwise in connection with this Floating Charge and all costs of T&G or the Administrator of all proceedings for enforcement of this Floating Charge shall be recoverable from the Company as a debt, may be debited to any account of the Company, shall bear interest at the rate per annum of six per cent over the National

Westminster Bank plc's base lending rate accordingly (as well before as after judgment) and shall be charged on the assets of the Company

9 Severance

If at any time any provision in this Floating Charge is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Floating Charge shall not be impaired.

10 Notices

10.1 Any demand, notice or other communication by T&G may be delivered personally to the Company or sent to the Company by post, or facsimile at its address set out above or such other address notified in writing to T&G. Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by facsimile) whether or not it is actually received.

10.2 Any notice from the Company to T&G shall be served by first class prepaid recorded delivery post or by facsimile sent to T&G at its address set out above or such other address notified to the Company.

11 Law

This Floating Charge shall be governed by and construed in accordance with the laws of England and Wales.

ATTESTATION

Executed and unconditionally delivered as a deed this 21 day of May 2013

SIGNED on behalf of the
Company acting by either
two directors or one director
and the company secretary

x Yvesina
Director

+ [Signature]
Director/Secretary/Witness

IRAFI M. MALIM
9 Green Lane, Peterborough PE1 3BA.

THE COMMON SEAL of
TECHNICAL & GENERAL
GUARANTEE COMPANY S.A.
was hereunto affixed in the presence of:

[Signature]
Authorised Signatory

[Signature]
Witness

We hereby certify this to be a true
and exact copy of the original