

MG01

Particulars of a mortgage or charge



183587/13

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

WEDNESDAY



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LD2

07/04/2010

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COMPANIES HOUSE

1 Company details

Company number 0 4 9 8 0 1 4 8

Company name in full Environcom England Limited (the "Company Subsidiary")

6 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 0 1 0 4 2 0 1 0

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 security deed between the Company Subsidiary and environCom Limited
(the "Company") (together "environCom Companies", each an "environCom
Company") and Credit Suisse (France) S A (the "Lender") dated [] (the
"Security Deed")

4 Amount secured

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

Amount secured
The payment discharge and performance of all present and
future obligations and liabilities (whether actual or contingent
and whether owed jointly or severally or in any other capacity
whatsoever) of any environCom Company to the Lender under
any Finance Document

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
Name ✓	Credit Suisse (France) S A
Address	25 avenue Kléber
	75784 Paris, Cedex 16, France
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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 MG01 continuation sheets (Short particulars of all property mortgaged or charged).

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

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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

None

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 866).

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).

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Signature

Please sign the form here

Signature

Signature

X

Sumner & Sumner

7 April 2010

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 Paula Macnamara

Company name Simmons & Simmons

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



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 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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Pursuant to the Security Deed</p> <p>1 <u>General</u></p> <p> (A) All Security created under the Security Deed</p> <p> (1) is created in favour of the Lender,</p> <p> (2) is security for the payment, discharge and performance of all the Secured Liabilities, and</p> <p> (3) is made with full title guarantee in accordance with the provisions of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p> (B) If any environCom Company assigns or charges any asset under the Security Deed and a third party's consent is required in respect of such assignment or charge and has not been obtained</p> <p> (1) either environCom Company must notify the Lender immediately,</p> <p> (2) unless the Lender otherwise requires, each environCom Company must use all reasonable endeavours to obtain the consent as soon as practicable, and</p> <p> (3) either environCom Company must promptly supply to the Lender a copy of the consent obtained by it</p> <p>2 <u>Assignment</u></p> <p> The Company Subsidiary, with full title guarantee, assigns absolutely (subject to a proviso for reassignment of such assets by the Lender to them on redemption) <u>all of its present and future rights, title and interest in and to the Proceeds of the Claims</u></p> <p>3 <u>Charge</u></p> <p> The Company Subsidiary charges by way of first fixed charge, and to the extent that they are not subject to an effective assignment under clause 4 of the Security Deed, the Proceeds of the Claims</p> <p>4 <u>Restrictions on dealings</u></p> <p> Except with the prior written consent of the Lender, the Company Subsidiary shall not</p> <p> (A) create or permit to subsist any Security or any third party interest on or in the Proceeds of the Claims, other than the Bank of Scotland Security and the Clydesdale Security, or</p>	

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6 Short particulars of all the property mortgaged or charged

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Short particulars

- (B) sell, transfer or otherwise dispose of the Proceeds of the Claims

Definitions

"Bank of Scotland Security" means

- (A) the floating charge between The Company and the Governor and Company of The Bank of Scotland dated 9 February 2004,
- (B) the debenture between the Company Subsidiary and The Company and the Governor and Company of The Bank of Scotland dated 14 February 2005,
- (C) chattel mortgage dated 28 May 2004 between the Company Subsidiary and The Company and the Governor and Company of The Bank of Scotland,

"Broker" means MS PLC trading through the name Miles Smith Insurance Brokers (registered with company number 951095),

"Broker Claim" means any claim or civil proceedings brought by the environCom Companies against the Broker, including but not limited to the claim against the Broker by the environCom Companies in the High Court of Justice, Queen's Bench Division, Commercial Court with claim number 2008-177,

"Charged Account" means the account numbered 21219100001 (Bank code 18169, IBAN FR76 1816 000 a0121 2191 0000 153) in the name of the Company with the Lender, or any replacement or substitute account,

"Clydesdale Security" means

- (A) the floating charge between the Company and Clydesdale Bank plc dated 15 December 2008,
- (B) the debenture between the Company Subsidiary and Clydesdale Bank plc dated 15 December 2008,
- (C) the charge over a deposit between the Company Subsidiary and Clydesdale Bank plc dated 15 December 2008, and
- (D) the legal charge between the Company Subsidiary and Clydesdale Bank plc dated 30 January 2009,

"Finance Document" means

- (A) the Loan Agreement,
- (B) the Irrevocable Payment Instruction issued or to be issued by the Company (as defined in article 3(h) of the Loan Agreement),
- (C) the First Demand Guarantee issued by Aloe Environment Fund II (as

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Short particulars of all the property mortgaged or charged

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Short particulars

defined in article 3(j) of the Loan Agreement),

- (D) the letter from Edwin Coe LLP referred to in article 3(i) of the Loan Agreement,
- (E) the Security Deed, or
- (F) the charge over the Charged Account

"Insurance Claim" means the insurance claim under the Policies made by the Company and the Company Subsidiary in connection with the fire at the Company Subsidiary's premises on 16 September 2007, including the counterclaim to the Insurers' Claim made on 11 April 2008,

"Insurer" means (i) in respect of the Policy WBHER/05 70108, the underwriting members of the Lloyd's Syndicate 1200, and (ii) in respect of the Policy WBCUL/07 70695, the underwriting members of the Lloyd's Syndicates 14200, 958, 510, 4472, 807, 1225, 2010 and 1084,

"Insurers' Claim" means the claim against the environCom companies by the Insurers in the High Court of Justice, Queen's Bench Division, Commercial Court, Royal Court of Justice with claim number 2008-177 and issue date 22 February 2008,

"Loan Agreement" means the £3,500,000 loan agreement dated 2 May 2008 between the Company and the Lender as amended pursuant to an amendment agreement between the same parties dated on or about the date of the Security Deed,

"Policies" means the insurance policies taken out by the environCom Companies with the Insurers with reference number WBHER/05 70108 and WBCUL/07 70695 which were renewed on 25 May 2007,

"Proceeds of the Claims" means

- (A) all amounts payable (excluding any amounts payable in respect of costs) to either environCom Company under or in connection with either of the Policies, including the Insurance Claim, to which either environCom Company is now or may at any time hereafter become entitled,
- (B) all amounts payable (excluding any amounts payable in respect of costs) to either environCom Company under or in connection with the Settlement Agreement (including any amounts payable in respect of any actions commenced in respect of any breach of the Settlement Agreement) to which either environCom Company is now or may at any time hereafter become entitled, and
- (C) all damages, compensation or financial award to which any environCom Company becomes entitled in connection with the Broker Claim,

"Secured Liabilities" means all present and future obligations and liabilities (whether

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Please give the short particulars of the property mortgaged or charged

Short particulars

actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any environCom Company to the Lender under any Finance Document,

"Security" means any mortgage, pledge, lien, charge, assignment (including but not limited to the assignment under clause 4 of the Security Deed), hypothecation or security interest or any other agreement or arrangement having a similar effect, and

"Settlement Agreement" means the agreement dated 6 November 2009 in respect of the settlement of the Insurers' Claim and the Insurance Claim, including any order of the court issued in respect thereof



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4980148
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 1 APRIL
2010 AND CREATED BY ENVIRONCOM ENGLAND LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY ENVIRONCOM COMPANY TO CREDIT SUISSE (FRANCE)
S.A. 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 7
APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2010



Companies House
— for the record —

DX/DT



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

