

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. It will be
scanned and placed on the public record. Do not send the original.



A26

A4BSX3XV

17/07/2015

#279

COMPANIES HOUSE

For official use

1 Company details

Company number

051954116

Company name in full

PINDEN LIMITED

5

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

08 07 2015

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

AIB GROUP (UK) P.L.C.

Name

T/A ALLIED IRISH BANK GB


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

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4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
Brief description			
5	Other charge or fixed security	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	Please sign the form here <div data-bbox="357 1821 1150 1951"><div>Signature</div><div>X  X</div></div> This form must be signed by a person with an interest in the charge	

MRO1

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name	BRONAGH LYNCH
Company name	ALLIED IRISH BANK
	UB ASSET FINANCE
Address	51
	BELMONT ROAD
Post town	UXBRIDGE
County/Region	MIDDLESEX
Postcode	UB8 1RZ
Country	ENGLAND
DX	DX NO: 45104 UXBRIDGE
Telephone	01895 270 434



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 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: 5195416

Charge code: 0519 5416 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2015 and created by PINDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2015.

Dx

Given at Companies House, Cardiff on 24th July 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS MORTGAGE is made the 3rd day of July Two Thousand and Fifteen between Pinden Limited whose registered office is at Waldens Depot, Waldens Road, Orpington, Kent, BR5 4EU (hereinafter called "the Company") of the one part and AIB Group (UK) p.l.c. T/AS Allied Irish Bank (GB) of 51 Belmont Road, Uxbridge, Middlesex UB8 1RZ (hereinafter called "the Lender") of the other part

WITNESSETH as follows -

1 The Company covenants with the Lender to discharge on demand -


(a) all present and future indebtedness of the Company to the Lender on any current or other account together with interest thereon at the rate hereinafter mentioned

(b) all other liabilities whatsoever of the Company to the Lender whether present future actual or contingent and whether incurred as principal or surety and

(c) all costs charges and expenses howsoever incurred by the Lender in relation to this Mortgage or such indebtedness or liabilities on a basis of full indemnity and to pay interest thereon day by day from demand until discharge in full (as well after as before any demand made or Judgement obtained hereunder) at the rate of 10% per annum

2 The Company hereby charges by way of specific mortgage and with full title guarantee the goods referred to in the Schedule ("the Goods") by way of specific mortgage as a continuing security for the discharge by the Company to the Lender of the Company's liability under clause 1

We certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Signature 

Name Alan Walsh

Rank Manager

Date 15/7/15

For and on behalf of AIB Group (UK) Plc

3. (a) The Company will at all times during the continuance of this security keep the Goods in a good state of repair and in good working order and will keep the Goods insured against loss or damage by fire flood storm tempest explosion aircraft and such other risks as the Lender shall from time to time notify to the Company in its full value for the time being in the joint names of the Company and the Lender in such office or offices as the Lender shall require and will punctually pay all premiums necessary for the purpose of such insurance immediately on the same becoming due or within seven days thereafter and will forthwith on demand deliver to the Lender the policy or policies of such insurance and the receipt for every such payment and will apply all moneys which may be received by virtue of any such policy either in making good the loss or damage in respect of which the same may have been received or (if so required by notice given by the Lender not later than seven days after notice to the Lender of the receipt of such moneys without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by these presents) in discharge or reduction of the moneys hereby secured and if the Company shall at any time make default in keeping the property or any part thereof in repair or in effecting or keeping up the said insurance or delivering any policy or receipt to the Lender in accordance with the covenant hereinbefore contained the Lender shall be entitled to repair and keep in repair and proper working order the Goods or any part thereof (with power to enter upon the property on which the Goods are situated for that purpose) or may itself insure the Goods against such risks as it shall consider appropriate and every sum expended by the Lender in so doing shall be deemed to be properly paid by the Lender and together with interest thereon from the date of expenditure at the rate aforesaid shall be repaid by the Company to the Lender on demand

(b) If the Company has effected or shall hereafter effect any additional or other insurance in respect of the Goods the Company shall forthwith give to the Lender notice in writing thereof and shall if so required by the Lender pay to the Lender in reduction or satisfaction of any moneys for the time being secured hereunder all moneys received under any such insurance and the Company will at the request of the Lender execute all documents and do all things necessary to vest in the Lender its rights and interest in respect of such moneys so as to enable the Lender to obtain payment thereof on its behalf or in its name or otherwise

4. The Company shall not lease let on hire part with possession or otherwise dispose of the Goods without the consent in writing of the Lender

5. In the event of the Lender taking possession of the Goods the Lender shall not be liable for any loss or damage occasioned to the Company

6. The moneys owing upon this security shall be deemed to have become due within the meaning of Section 101 of the Law of Property Act 1925 immediately on demand for payment being made by the Lender and in addition to all other protection afforded by statute every purchaser or other party dealing with the Lender shall be entitled and bound to assume without enquiry that some money is owing on the security hereof and that a demand therefor has been duly made hereunder and that the said money has accordingly become due

7 At any time after the Lender shall have demanded payment of the moneys owing upon this security the Lender may by writing under the hand of any duly authorised officer or agent for the time being of the Lender appoint any person or persons to be a receiver of the income of this security or any part thereof A receiver so appointed shall be entitled to charge such reasonable amount for his remuneration as shall be agreed between the receiver and the Lender The provisions of Section 109 of the Law of Property Act 1925 save sub-clauses (1) and (6) thereof shall apply to the appointment of such receiver

8. The Lender shall become entitled to exercise the power of sale conferred on mortgagees by statute in case all moneys hereby secured shall not be completely discharged within one month after such moneys shall have become or shall be deemed to have become due and the restrictions contained in Section 103 of the Law of Property Act 1925 shall not apply to this security

9. Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage nor shall any security held by the Lender in respect of any liability of the Company be released until the liability of the Company to the Lender under this Mortgage has been discharged

10. A demand and Notice under this Mortgage shall be made in writing signed by an officer or agent of the Lender Such demand or notice may be addressed to the Company by name at its address last known to the Lender and a demand or notice so addressed and posted shall be deemed to have been received by the Company and will be effective 48 hours after it has been posted

11 The Company hereby irrevocably appoints the Lender to be its attorney and to execute and do in its name or otherwise all such deeds acts and things as may be expedient for effectually exercising any of the powers conferred on the Lender by this Deed

12. Unless demand or notice has been made hereunder this Mortgage shall cease to have effect in all respects Sixty months from the date hereof.

13. SCHEDULE

Schedule of Goods:

Goods:	Advance:	Value:
1 x 2014 Turmec C&D / C&I Materials Recycling Plant Serial No.: 10510 consisting of the following components.-	£1,948,500 00	£2,165,000.00
M & J 4000 Shredder - Serial No : 10510-024 M & J Heavy Duty Discharge Conveyor - Serial No : 10510-001 Hopper and Stand - Serial No.: 10510-025 Incline Conveyor - Serial No.: 10510-002 Long Object Separator - Serial No : 10510-026 Transfer Conveyor No1 - Serial No. 10510-003 Overband Magnet No1 - Serial No.: 41k170040-01 Ferrous QC Conveyor - Serial No : 10510-023 Transfer Conveyor No2 - Serial No : 10510-004 Trommel Feed Conveyor - Serial No.: 10510-005 Fines Collection Conveyor - Serial No : 10510-006 Fines Transfer Conveyor - Serial No.. 10510-007 Flipflop Feed Conveyor - Serial No.. 10510-008 Overband Magnet No2 - Serial No.: 41K170030-01 Flipflop - Serial No 51k501010-01 Soil Discharge Conveyor - Serial No.: 10510-009 SDS Feed Conveyor - Serial No.: 10510-010 Single Drum Separator - Serial No : 27243.2M01 Small Stone Collect Conv - Serial No : 10510-011 Small Stone Transfer Conv - Serial No.: 10510-012 DDS Feed Conveyor - Serial No. 10510-013 Double Drum Separator - Serial No.: 27243-1M01		

Heavies Collection Conv - Serial No.: 10510-014 Overband Magnet No3 - Serial No 41K170020-01 Heavies QC Conveyor - Serial No. 10510-015 Mid Heavies Coll Conv - Serial No. 10510-016 Ballistic Feed Conveyor - Serial No.: 10510-017 Ballistic Separator - Serial No : 10510-027 2D Collection Conveyor - Serial No.. 10510-018 3D Collection Conveyor - Serial No 10510-019 3D Discharge Conveyor - Serial No : 10510-020 Overband Magnet No4 - Serial No.: 41K170010-01 DDS Lights Collection Conv - Serial No.: 10510-021 RDF Stockpile Conveyor - Serial No.: 10510-022 Dust Filter & Recirculation Fan Serial Nos. P14201210-A/ P14201210-B 27243.1M09A/27243 1M09A/27243 1M09C/27243.2M09A Light Modular Conveyor, Serial No.: 10510-024		
Totals:	£1,948,500.00	£2,165,000.00

Please be aware that the content of this document will be submitted for registration at Companies House and will be available for public inspection.

IN WITNESS whereof this Mortgage has been executed as a Deed by the Company

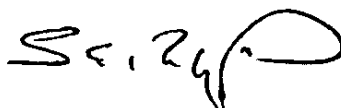
Executed as a Deed by

Acting by:



Director

And



Director / ~~Company~~
~~Secretary~~

SIGNED BY.

For and on behalf of
AIB Group (UK) p.l.c



In the presence of



RESOLUTION RE: EXECUTION OF MORTGAGE

Extracts from the minutes of a Meeting of the Directors of

Pinden Limited

(Hereinafter called "the Company")

held on the 8th day of July 2015

There was produced to the Meeting a Mortgage ("the Mortgage") in favour of **AIB Group (UK) p.l.c.** ("the Bank") securing the repayment to the Bank of all indebtedness and liabilities of the Company to the Bank present and/or future and creating a Mortgage in favour of the Bank over the Company's property and equipment specified in the Schedule hereto.

The Mortgage was considered and IT WAS RESOLVED that the execution of the Mortgage promotes the success of the Company for the benefit of the Company members as a whole and the Directors have taken into consideration all of the factors listed in Sections 171 to 177 of the Companies Act 2006.

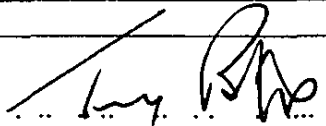
Prior to the passing of the above Resolution all Directors interested in the above transaction with the Company disclosed their interest to the other Directors of the Company and any conflict(s) of interest including potential conflict(s) of interest were approved where necessary in accordance with the Articles of Association of the Company and the Companies Acts

SCHEDULE

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Overband Magnet No2 - Serial No. 41K170030-01		
Flipflop - Serial No. 51k501010-01		
Soil Discharge Conveyor - Serial No. 10510-009		
SDS Feed Conveyor - Serial No. 10510-010		
Single Drum Separator - Serial No.: 27243.2M01		
Small Stone Collect Conv - Serial No.: 10510-011		
Small Stone Transfer Conv - Serial No. 10510-012		
DDS Feed Conveyor - Serial No. 10510-013		
Double Drum Separator - Serial No.: 27243-1M01		
Heavies Collection Conv - Serial No : 10510-014		
Overband Magnet No3 - Serial No.: 41K170020-01		
Heavies QC Conveyor - Serial No.: 10510-015		
Mid Heavies Coll Conv - Serial No.. 10510-016		
Ballistic Feed Conveyor - Serial No : 10510-017		
Ballistic Separator - Serial No. 10510-027		
2D Collection Conveyor - Serial No 10510-018		
3D Collection Conveyor - Serial No 10510-019		
3D Discharge Conveyor - Serial No.: 10510-020		
Overband Magnet No4 - Serial No 41K170010-01		
DDS Lights Collection Conv - Serial No 10510-021		
RDF Stockpile Conveyor - Serial No : 10510-022		
Dust Filter & Recirculation Fan		
Serial Nos.: P14201210-A/ P14201210-B		
27243.1M09A/27243 1M09A/27243 1M09C/27243.2M09A		
Light Modular Conveyor, Serial No. 10510-024		
Totals:	£1,948,500.00	£2,165,000.00



Chairman of the Meeting

I HEREBY CERTIFY that the foregoing is a true extract from the Minutes of
a Meeting of the Directors of the Company
held on the 8th day of July 2015


Company Director

T.M. BISHOP
Print Name


Company Director / Secretary

S.E. BISHOP
Print Name

We certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Signature 

Name Andrew Wainwright

Rank Manager

Date 15/7/15

For and on behalf of AIB Group (UK) Plc