



**Registration of a Charge**

Company Name: **VIRIDOR WASTE (THAMES) LIMITED**

Company Number: **02990277**



XAWYFP1U

Received for filing in Electronic Format on the: **01/02/2022**

**Details of Charge**

Date of creation: **31/01/2022**

Charge code: **0299 0277 0001**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



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

Company number: 2990277

Charge code: 0299 0277 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2022 and created by VIRIDOR WASTE (THAMES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2022 .

Given at Companies House, Cardiff on 2nd February 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**EXECUTION VERSION****DEED OF ACCESSION**

THIS SUPPLEMENTAL DEED is made on 31 January 2022

BETWEEN:

- (1) **EACH OF THE COMPANIES LISTED IN SCHEDULE 1 (ADDITIONAL COMPANIES) HERETO** (each an "**Acceding Company**"); and
- (2) **LUCID TRUSTEE SERVICES LIMITED** as security agent for and on behalf of the Secured Parties on the terms and conditions set out in the Intercreditor Deed (the "**Security Agent**").

WHEREAS

This Supplemental Deed is supplemental to the debenture dated 1 December 2021 (as amended and/or restated from time to time) and made between Planets UK Bidco Limited and Planets UK Midco Limited as original charging companies and the Security Agent (the "**Debenture**").

IT IS AGREED and declared as follows:

**1. DEFINITIONS**

- 1.1 Words or expressions defined (including by reference) in the Debenture shall, unless otherwise defined herein, bear the same meaning in this Supplemental Deed (including the recital hereto).
- 1.2 The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply mutatis mutandis to this Supplemental Deed as if the same were set out in full herein.

**2. ACCESSION OF EACH ACCEDING COMPANY**

- 2.1 By its execution of this Supplemental Deed, each Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the terms and provisions of the Debenture as if it were an original party thereto as one of the Charging Companies.
- 2.2 Without prejudice to the generality of sub-clause 2.1, each Acceding Company hereby:
  - (a) (jointly and severally with the other Charging Companies) covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture; and
  - (b) mortgages, charges and assigns to the Security Agent for the payment and discharge of all monies and liabilities hereby, or by the Debenture, covenanted to be paid or discharged by it, its assets and undertaking on the terms set out in clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Debenture, in each case subject to the terms of clause 3.4 of the Debenture (*Excluded Assets*) (other than in the case of clause 3.3 (*Floating Charge*) of the Debenture).
- 2.3 The Security Agent (on behalf of itself and each other party to the Debenture) hereby consents to the accession of each Acceding Company to the Debenture on the terms of Clause 2.1 and 2.2 of this Supplemental Deed and agrees that the Debenture shall hereafter be read and construed as if that Acceding Company had been an original party to the Debenture in the capacity of a Charging Company (but so that the security created on this accession will be created on the date of this Supplemental Deed).

- 2.4 Each Acceding Company expressly acknowledges and confirms and agrees to each of the matters referred to in clause 1.6 of the Debenture (*Obligations secured by this Debenture*).
- 2.5 Each Acceding Company represents and warrants to each Finance Party that, on the date of this Supplemental Deed, each of its shares which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights.

**3. INTERPRETATION**

This Supplemental Deed shall hereafter be read as one with the Debenture, so that all references in the Debenture to this Debenture, herein and similar expressions shall include references to this Supplemental Deed.

**4. DELIVERY**

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

**5. COUNTERPARTS**

This Supplemental Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Deed.

**6. THIRD PARTY RIGHTS**

A person who is not a party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Deed.

**7. GOVERNING LAW**

This Supplemental Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS SUPPLEMENTAL DEED** has been signed on behalf of the Security Agent and executed as a deed by each Acceding Company and is delivered by it on the date specified above.

## SCHEDULE 1 ADDITIONAL COMPANIES

	Company Name	Jurisdiction	Registration Number	Administrative Details
1.	Viridor Limited	England & Wales	02456473	Address:  Viridor Limited, Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP  Fax No.: N/A  Attention: Company Secretary
2.	Viridor Waste Limited	England & Wales	02662755	Address:  Viridor Waste Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP  Fax No.: N/A  Attention: Company Secretary
3.	Viridor Waste Management Limited	England & Wales	00575069	Address:  Viridor Waste Management Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP  Fax No.: N/A  Attention: Company Secretary
4.	Viridor Energy Holding Limited	England & Wales	13493563	Address:  Viridor Energy Holding Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP  Fax No.: N/A  Attention: Company Secretary
5.	Viridor Energy Holding (One) Limited	England & Wales	13512859	Address:  Viridor Energy Holding (One) Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP

				<p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
6.	Viridor Polymer Holding Limited	England & Wales	13520311	<p>Address:</p> <p>Viridor Polymer Holding Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
7.	Viridor Waste (HP) Holding Limited	England & Wales	13492968	<p>Address:</p> <p>Viridor Waste (HP) Holding Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
8.	Viridor Waste (Thames) Limited	England & Wales	02990277	<p>Address:</p> <p>Viridor Waste (Thames) Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
9.	Viridor Waste Exeter Limited	England & Wales	01403771	<p>Address:</p> <p>Viridor Waste Exeter Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
10.	Viridor Waste Kent Limited	England & Wales	02751074	<p>Address:</p> <p>Viridor Waste Kent Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p>

				<p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
11.	Viridor Waste (Somerset) Limited	England & Wales	02631783	<p>Address:</p> <p>Viridor Waste (Somerset) Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
12.	Viridor Energy (Developments) Limited	England & Wales	13515350	<p>Address:</p> <p>Viridor Energy (Developments) Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
13.	Viridor Resource Management Limited	England & Wales	03649069	<p>Address:</p> <p>Viridor Resource Management Limited First Floor Offices, Riverside House Sir Thomas Longley Road, Medway City Estate, Rochester, Kent, United Kingdom, ME2 4FN</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
14.	Viridor Polymer Recycling Limited	England & Wales	05499464	<p>Address:</p> <p>Viridor Polymer Recycling Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>

15.	Viridor Avonmouth Polymers Recycling Limited	England & Wales	12890930	<p>Address:</p> <p>Viridor Avonmouth Polymers Recycling Limited Viridor House, Priory Bridge Road, Taunton, England, TA1 1AP</p> <p>Fax No.: N/A</p> <p>Attention: Company Secretary</p>
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EXECUTED AS A DEED

**VIRIDOR LIMITED**

Signature [REDACTED]

Name            Nicholas Maddock  
Director

Signature [REDACTED]

Name Kevin Bradshaw  
Director

EXECUTED AS A DEED

VIRIDOR WASTE LIMITED

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Nicholas Maddock  
**Director**

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR WASTE MANAGEMENT LIMITED**

Signature [REDACTED]

Name            Nicholas Maddock  
Director

Signature [REDACTED]

Name Kevin Bradshaw  
Director

EXECUTED AS A DEED

VIRIDOR ENERGY HOLDING LIMITED

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Nicholas Maddock  
**Director**

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR ENERGY HOLDING (ONE) LIMITED**

Signature [REDACTED]

Name            Nicholas Maddock  
Director

Signature [REDACTED]

Name Kevin Bradshaw  
Director

EXECUTED AS A DEED

**VIRIDOR POLYMER HOLDING LIMITED**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Nicholas Maddock  
**Director**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR WASTE (HP) HOLDING LIMITED**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Nicholas Maddock  
**Director**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR WASTE (THAMES) LIMITED**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Nicholas Maddock  
**Director**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Kevin Bradshaw  
**Director**



EXECUTED AS A DEED

**VIRIDOR WASTE EXETER LIMITED**

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Nicholas Maddock  
**Director**

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR WASTE KENT LIMITED**

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Nicholas Maddock  
**Director**

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR WASTE (SOMERSET) LIMITED**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Nicholas Maddock  
**Director**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR ENERGY (DEVELOPMENTS) LIMITED**

Signature            [REDACTED]  
\_\_\_\_\_

Name                Nicholas Maddock  
**Director**

Signature            [REDACTED]  
\_\_\_\_\_

Name                Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR RESOURCE MANAGEMENT LIMITED**

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Nicholas Maddock  
**Director**

Signature                    [REDACTED]  
\_\_\_\_\_

Name                        Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

VIRIDOR POLYMER RECYCLING LIMITED

Signature            [REDACTED]  
\_\_\_\_\_

Name                Nicholas Maddock  
**Director**

Signature            [REDACTED]  
\_\_\_\_\_

Name                Kevin Bradshaw  
**Director**

EXECUTED AS A DEED

**VIRIDOR AVONMOUTH POLYMERS RECYCLING LIMITED**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Nicholas Maddock  
**Director**

Signature      [REDACTED]  
\_\_\_\_\_

Name            Kevin Bradshaw  
**Director**

**LUCID TRUSTEE SERVICES LIMITED**

**as Security Agent**

By: [REDACTED]

Name: Andrew Brookes

Title: Authorised Signatory