

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 register
particulars of a charge on a
company. To do this, use
form MG01s

TUESDAY



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A163CWSR

03/04/2012

#202

COMPANIES HOUSE

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uk

1

Company details

For official use

Company number

0 7 8 2 0 8 8 6

Company name in full

3SE (BARNLEY, DONCASTER & ROTHERHAM) LIMITED
(the "Chargor")

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

d3 d0 m0 m3 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

Charge Over Bank Account (the "Charge")

4

Amount secured

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

Amount secured

7
The obligations of the Chargor to the Chargees
arising pursuant to clauses 79.8 and 79.9 of the
Project Agreement (as amended or replaced from time
to time) (being the Chargor's obligations to make
payment to the Chargees of certain of the proceeds
standing to the credit of the Account (or as ought
to have been paid into that Account in accordance
with the terms of the Project Agreement) in
circumstances where the Project Agreement is
terminated and as calculated by reference to the
formula set out in the Project Agreement) (the
"Secured Obligations")

Capitalised terms used in this form MG01 have the meaning given
to them in the continuation sheet(s) to box 4 of this form MG01
unless otherwise defined in this form MG01
Please see the attached continuation sheet(s)

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Definitions</p> <p>"Account" means the account in the name of the Chargor and held with Lloyds TSB Bank plc with sort code 30-00-02 and account number 00415729 designated the "Alternative SRF Charged Account" and as that account may be renumbered or redesignated from time to time,</p> <p>"Balance" means all amounts standing to the credit of the Account from time to time (including accrued interest) and shall include, where the context requires, any portion of such amount,</p> <p>"Charge" means the charge over bank account referred to in and being the subject of this form MG01,</p> <p>"Chargor" means 3SE (Barnsley, Doncaster & Rotherham) Limited (company number 07820886),</p> <p>"Charged Assets" means all the rights title and interest of the Chargor in the Balance and the Account together with all interest thereon and all rights, benefits and proceeds in respect thereof together with all and any assets which are from time to time the subject of the charging provisions of the Charge details of which are set out in box 6 to this form MG01,</p> <p>"Chargees" means together Barnsley Metropolitan Borough Council, Doncaster Borough Council and Rotherham Borough Council and Chargee means each and any one of them,</p> <p>"Disposal" means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of a Security Interest,</p> <p>"Permitted Investments" means any debt instrument or deposit that is permitted to be made by the Chargor under the terms of a facilities agreement dated on or about 30 March 2012 and made between, amongst others, Lloyds TSB Bank plc, Sumitomo Mitsui Banking Corporation, the Chargor and the Chargor's holding company 3SE (Barnsley, Doncaster & Rotherham) Holdings Limited (company number 078200781) and an accounts agreement dated on or about 30 March 2012 and made between the Chargor and Lloyds TSB Bank plc to the extent that such investment was funded out of monies standing to the credit of the Account,</p> <p>"Permitted Security Interest(s)" means</p> <p>(a) the security over the Charged Assets constituted by a debenture dated on or about 30 March 2012 and made between (1) the Chargor and (2) Lloyds TSB Bank plc in its capacity as "security trustee" for the secured creditors more particularly detailed therein</p> <p>(b) any Security Interest over any Permitted Investment in favour of a clearing or custody system holdings the Permitted Investments arising in the ordinary course of such arrangements, and</p> <p>(c) any other Security Interest approved in writing by all of the</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Chargees,</p> <p>"Project Agreement" means the project agreement relating to the Barnsley, Doncaster and Rotherham Waste Partnership PFI Project dated on or about 30 March 2012 and made between (1) Barnsley Metropolitan Borough Council, (2) Doncaster Borough Council, (3) Rotherham Borough Council and (4) the Chorgor,</p> <p>"Right" or "Rights" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary,</p> <p>"Secured Obligations" has the meaning given to it in box 4 of this form MG01,</p> <p>"Security Interest(s)" means</p> <p>(a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust, arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,</p> <p>(b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset which has the same commercial effect as if the security of the type referred to at sub-paragraph (a) above had been created over it, and</p> <p>(c) any right of set-off created by an agreement,</p>	

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Particulars of a mortgage or charge

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	BARNSELEY METROPOLITAN BOROUGH COUNCIL
Address	The Town Hall, Barnsley, South Yorkshire
Postcode	S 7 0 2 T A
Name	DONCASTER BOROUGH COUNCIL
Address	P O Box 71, Copley House, Waterdale, Doncaster
Postcode	D N 1 3 E Q

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

Capitalised terms used in this form MG01 (including those used in this box 6 and its continuation sheet(s)) have the meaning given to them in the continuation sheet(s) to box 4 of this form MG01 unless otherwise defined in this form MG01

Pursuant to the Charge the Chargor charged, by way of fixed charge, all of the Rights which it had as at the date of the Charge and all of the Rights which it obtains at any time in the future in

- 1) all monies from time to time standing to the credit of the Account,
- 2) the Permitted Investments, and
- 3) any rights accruing to, derived from or otherwise connected with them (including, without limitation and for the avoidance of doubt, proceeds of Disposal).

NOTES

1 The Charge contains a restrictions against the Chargor's selling, transferring, assigning, parting with possession of or otherwise disposing of the Charged Assets without the prior written consent of the Chargees

2 The Charge contains the following negative pledge

"The Chargor shall not at any time, except with the prior written consent of the Chargees

(a) create, purport to create or permit to subsist any Security Interest or other interest in favour of a third party other than a Permitted Security Interest on, or in relation to, the Charged Assets other than pursuant to the Charge, or

(b) do or omit to do anything which might adversely affect the Security Interests created or intended to be created or evidenced by the Charge or the exercise of any rights, powers or remedies of the Chargees under the Charge (including, without limitation, closing the Account)

Please see the attached continuation sheet(s)

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Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge

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

Name ROTHERHAM BOROUGH COUNCIL

Address Riverside House, Main Street, Rotherham

Postcode S 6 0 1 A E

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged

Short particulars

Notes continued

3 The Charge contains powers of sale and the right to appoint a receiver of the Charged Assets

4 The Charge contains a power of attorney

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Particulars of a mortgage or charge

7 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

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 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).

9 Signature

Please sign the form here

Signature

Signature

X

Walker Mowus

X

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

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Particulars of a mortgage or 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 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 Catherine Raftery (CAR/BDR 9-3)

Company name Walker Morris

Address Kings Court

12 King Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 2 H L

Country United Kingdom

DX DX 12051 Leeds 24

Telephone 0113 2832500



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7820886
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER BANK ACCOUNT
DATED 30 MARCH 2012 AND CREATED BY 3SE (BARNSELEY,
DONCASTER & ROTHERHAM) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BARNSELEY METROPOLITAN BOROUGH COUNCIL,
DONCASTER BOROUGH COUNCIL AND ROTHERHAM
BOROUGH COUNCIL 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 3 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2012

ox



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES