

# 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  
particulars of a charge  
company. To do this  
form MG01s

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14/01/2013

COMPANIES HOUSE

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**1**

**Company details**

Company number

0 8 1 9 2 3 7 0

Company name in full

WAKEFIELD WASTE PFI HOLDINGS 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**

**Date of creation of charge**

Date of creation

d1 d1 m0 m1 y2 y0 y1 y3

**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 charge over shares (the **Charge**) dated 11 January 2013 between Barclays  
Bank PLC (the **Bank**) and Wakefield Waste PFI Holdings Limited (the  
**Company**).

**4**

**Amount secured**

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

Amount secured

All present and future obligations of the Company  
towards the Bank arising or in connection with the  
Finance Documents (as defined in the Common Terms  
Agreement) (the **Secured Obligations**).

**Definitions**

**Common Terms Agreement** means the common terms  
agreement dated 11 January 2013 entered into  
between, amongst others, the Company as borrower,  
Wakefield Waste PFI Holdings Limited as holdco and  
the Bank as Agent, Security Trustee and Account  
Bank

**Continuation page**

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

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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 Barclays Bank PLC

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

### 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

The Company charges to the Bank, by way of first fixed charge, all of the rights, privileges, powers or immunity, or any interest or remedy, of any kind, whether personal or proprietary (**Rights**) which it now has and all of the Rights which it obtains at any time in the future in

(a) the Shares,

(b) any Rights accruing to, derived from or otherwise connected with the shares (including Dividends and proceeds of Disposal), and

(c) any warrants, options and other Rights to subscribe for or otherwise acquire Shares

The Company charges to the Bank, by way of first floating charge, its undertaking and all its present and future assets other than those effectively charged under the fixed charge referred to above.

The Company shall not create or permit to subsist any Security Interest over any of its assets except a Permitted Security Interest. The Company shall not do or omit to do anything which might adversely affect the Security Interests created or evidenced by the Security Documents, or the exercise of any rights, powers and remedies of the Finance Parties under the Security Documents

#### Definitions

**Dividends**, in relation to any Share, means

(a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,

(b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;

(c) allotments, offers and rights accruing or offered in respect of that Share, and

(d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share

**Please see continuation page for further details**

**MG01****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

Nil

**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 NORTON ROSE LLP 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 Clive Weston/Tim Hunter Jones

Company name Norton Rose LLP (Collect London Counters)

Address

Post town

County/Region

Postcode

Country

DX

Telephone +44 (0)20 7283 6000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

##### **Shares** means

- (a) the 100,000 ordinary shares in Wakefield Waste PFI Limited with a nominal value of £1 per share
- (b) any other shares in the capital of the Borrower which are beneficially owned by the Company; and
- (c) any shares acquired by the Company after the date of this Deed which are designated as Shares by the Company and the Security Trustee at or about the time of their acquisition

##### **Security Interest** means

- (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;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to Financial Indebtedness and which has the same commercial effect as if security had been created over it, and
- (c) any right of set-off created by an agreement

##### **Permitted Security** means

- (a) any Security Interest created in respect of any retention of title arrangement carried out at arm's length in the Borrower's ordinary course of trade,
- (b) any Security Interest arising under the Finance Documents,
- (c) the second ranking Security Interest arising under the charge over bank account agreement dated on or about the date of this Agreement and granted by the Borrower in favour of the Authority relating to the Alternative RDF Charged Account and which is subordinated to the Security Interests created under the Debenture,
- (d) any Security Interest arising by operation of law in the Borrower's ordinary course of trade securing amounts not more than thirty (30) days overdue;
- (e) any Security Interest over any Permitted Investment in favour of a clearing or custody system holding the Permitted Investment, and
- (f) any other Security Interest approved in writing by the Agent acting on the instructions of the Majority Lenders

##### **Security Documents** means:

- (a) the Debenture,
- (b) the Charge;
- (c) the Direct Agreements; and
- (d) any other document designated as such by the Agent and the Borrower.



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

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

**COMPANY NO. 8192370  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 11  
JANUARY 2013 AND CREATED BY WAKEFIELD WASTE PFI  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC  
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 14 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JANUARY  
2013



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

CH LONDON