

MR01

Particulars of a charge

028145/1196

Oyez

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

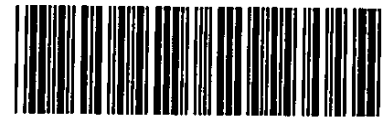
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

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
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will
be scanned and placed on the public record

FRIDAY



L2NMGYO2

LD6

20/12/2013

#49

COMPANIES HOUSE

1 Company details

Company number 0 2 6 7 4 1 6 6

Company name in full FCC Recycling (UK) Limited

Filling 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 4 7 1 2 2 0 1 3

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 GLAS Nominees Limited

Name

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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Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Freehold property known as the Lillyhall site, located at Dixon House, Joseph Noble Road, Lillyhall, Workington, Cumbria, CA14 4JH, and registered at HM Land Registry under title numbers CU99041, CU104153, CU108003, CU107159, CU86168, CU80076, CU99334, CU90180 and CU112639.

Freehold property known as the North Hykeham site, located at Whisby Road, North Hykeham, Lincoln, Lincolnshire, LN6 3QZ, and registered at HM Land Registry under title number LL227709

Leasehold property known as the Pepperhill site, located at Station Road, Southfleet, Kent, DA13 9PA, and registered at HM Land Registry under title numbers K943040 and K941669

(Continued ..)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

MR01

Particulars of a charge

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

×  ×

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

MR01

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	Peter Mason
Company name	Freshfields Bruckhaus Deringer LLP
Address	65 Fleet Street
	London
	England
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000

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

MR01 - continuation page

Particulars of a charge



4	Description
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>Leasehold property known as the Blackburn Meadows site, located at Alsing Road, Tinsley, Sheffield, Yorkshire, S9 1HF, and registered at HM Land Registry under title number SYK351077.</p> <p>Leasehold property located at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton, Northamptonshire, NN4 7RG (not registered at HM Land Registry)</p> <p>Freehold property known as the Barrow site, located at Walney Road, Barrow in Furness, Cumbria, LA14 5UP, and registered at HM Land Registry under title number CU177264.</p> <p>Leasehold property known as the Barrow site, located at Walney Road, Barrow in Furness, Cumbria, LA14 5UP, and registered at HM Land Registry under title numbers CU128307 and CU180325</p>



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2674166

Charge code: 0267 4166 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2013 and created by FCC RECYCLING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2013.

Given at Companies House, Cardiff on 30th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

17 December 2013

FCC ENVIRONMENT (UK) LIMITED
3C WASTE LIMITED
ANTI-WASTE LIMITED
FCC RECYCLING (UK) LIMITED
FCC WASTE SERVICES (UK) LIMITED
INTEGRATED WASTE MANAGEMENT LIMITED
LINCWASTE LIMITED
WASTE RECYCLING GROUP (CENTRAL) LIMITED
and
WASTE RECYCLING GROUP (UK) LIMITED
as Chargors

GLAS NOMINEES LIMITED
as Security Trustee

Certified a true and complete copy
of the original

 PETER MASAU

Freshfields Bruckhaus Deringer LLP

65 Fleet Street
London
EC4Y 1HS

LEGAL CHARGE

This Deed is entered into subject to the terms of the
Intercreditor Agreement



Freshfields Bruckhaus Deringer

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

LON27121075/25

THIS CHARGE is made by way of deed on 17 December 2013

BY:

- (1) **FCC ENVIRONMENT (UK) LIMITED**, a company incorporated under the laws of England and Wales with registered number 02902416 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG,
- (2) **3C WASTE LIMITED**, a company incorporated under the laws of England and Wales with registered number 02632581 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG;
- (3) **ANTI-WASTE LIMITED**, a company incorporated under the laws of England and Wales with registered number 01569257 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG,
- (4) **FCC RECYCLING (UK) LIMITED**, a company incorporated under the laws of England and Wales with registered number 02674166 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG,
- (5) **FCC WASTE SERVICES (UK) LIMITED**, a company incorporated under the laws of England and Wales with registered number 00988844 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG;
- (6) **INTEGRATED WASTE MANAGEMENT LIMITED**, a company incorporated under the laws of England and Wales with registered number 02433703 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG;
- (7) **LINCWASTE LIMITED**, a company incorporated under the laws of England and Wales with registered number 02668959 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG,
- (8) **WASTE RECYCLING GROUP (CENTRAL) LIMITED**, a company incorporated under the laws of England and Wales with registered number 04000033 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG, and
- (9) **WASTE RECYCLING GROUP (UK) LIMITED**, a company incorporated under the laws of England and Wales with registered number 02563475 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG (together with the parties listed at (1) to (8) inclusive, the *Chargors* and each individually a *Chargor*), and
- (10) **GLAS NOMINEES LIMITED** as security trustee for the Finance Parties (the *Security Trustee*)

INTERPRETATION

Terms in this Deed, unless otherwise defined above, shall be construed in accordance with the debenture dated 21 December 2006, amongst others, the Chargors and the Security Trustee (the *Debenture*).

Crystallisation Notice means the notice of crystallisation of a floating charge under the Debenture from the Security Trustee to, amongst others, the Chargors dated on or about the date of this Charge

Property means each property listed in the Schedule (*Mortgaged Property*) to this Deed.

Related Rights means in relation to a Property:

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that Property;
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that Property;
- (c) the proceeds of sale of all or any part of that Property, and
- (d) any other moneys paid or payable in respect of that asset.

THIS DEED WITNESSES as follows:

1. LEGAL CHARGE

Pursuant to the Debenture and the Crystallisation Notice and subject to clause 3 below (*Consents*) and paragraph 5(c) (*Preservation of Specified Assets*), each Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for each of the Finance Parties), as security for the payment and discharge of the Secured Liabilities, by way of first legal mortgage its interest in the Properties (the *Mortgaged Property*)

2. IMPLIED COVENANTS FOR TITLE

It shall be implied in respect of clause 1 (*Legal Charge*) that the Chargor is disposing of its interest in the Mortgaged Property free from all monetary charges and incumbrances.

3. CONSENTS

3.1 Where a Chargor purports to mortgage or charge (absolutely or by way of first fixed mortgage or charge) a Property under this Deed and such mortgage or charge breaches a term of an agreement binding on that Chargor in respect of that Mortgaged Property (the *Excluded Property*) because (i) the consent of a person (other than a member of the Group) has not been obtained or (ii) such mortgage or charge is absolutely prohibited:

- (a) upon becoming aware of such breach, the Chargor shall notify the Security Trustee as soon as reasonably practicable;
- (b) subject to subparagraph (f) below, the relevant mortgage or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of the Excluded Property but will exclude the Excluded Property itself;

- (c) upon receiving a notice issued by a Chargor pursuant to sub-clause (a) above, the Security Trustee shall, if that Chargor so requests and to the extent reasonably practicable provide that Chargor with the opportunity to make representations regarding the commercial impact of seeking a consent or waiver (as applicable) in relation to the Excluded Property,
- (d) having due consideration of the representations made by the relevant Chargor, the Security Trustee may waive the requirement on the Chargor to obtain the consent of the relevant person or a waiver of such absolute prohibition as applicable,
- (e) unless the Security Trustee otherwise requires in accordance with sub-clause (d) above, the Chargor shall use all reasonable endeavours to obtain the consent of the relevant person or a waiver of such absolute prohibition as applicable and, if obtained, shall as soon as reasonably practicable provide a copy of that consent or waiver to the Security Trustee,
- (f) if consent or waiver is obtained, the Excluded Property shall become subject to the Security created in favour of the Security Trustee under this Deed and the Debenture; and
- (g) if the consent or waiver is not obtained (including, for the avoidance of doubt, because the Security Trustee has waived the requirement to obtain such consent or waiver under sub-clause (d) above) within 35 Business Days of the date of this Deed the Excluded Property shall continue to be charged by way of floating charge pursuant to Clause 2.2 (*Other assets*) of the Debenture

3.1.2 If a Chargor purports to mortgage or charge any Real Property under this Deed and the Chargor is required to give notice to any third-party (a *Third-Party Recipient*) of such mortgage or charge, that Chargor shall, upon becoming aware of such requirement, serve any required notice on the relevant Third-Party Recipient and shall include a request to the Third-Party Recipient that that an acknowledgment of the notice be returned to Freshfields Bruckhaus Deringer LLP (with reference 162590 0001-RPB/AJG/PGLH) as solicitors to the Agent as to English law and if a registration fee is required by the Third-Party Recipient then a cheque for such amount shall be provided to the Third-Party Recipient with the notice or where the amount of the registration fee is not known as at the date of service of the notice within a reasonable time.

3.1.3 The Security Trustee holds the benefit of this Deed for itself and on trust for the Finance Parties in accordance with the terms of the security trust agreement dated on or about the date of this Deed between, amongst others, Azincourt Investments S L U, the Chargor and the Security Trustee.

3.1.4 The fact that the details of the Mortgaged Property in the Schedule are incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Debenture in respect of the Mortgaged Property

4. APPLICATION TO THE LAND REGISTRY

Each Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of the relevant Mortgaged Property in respect of the charge created by this Deed

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry

of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] 2013 in favour of GLAS Nominees Limited referred to in the Charges Register ”

5. FURTHER LOANS

Subject to the terms of the Facility Agreement, where the Lenders are under an obligation to make further advances to the Borrower, such obligation will be deemed to be incorporated in this Legal Charge as if set out in this Legal Charge. Each Chargor consents to an application being made to the Land Registry to enter any such obligation to make further advances on the Charges Register of the Mortgaged Property

6. GOVERNING LAW

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

6.2 The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to any non-contractual obligation arising out of or in connection with this Deed)

7. NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

7.1 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

8. CONSTRUCTION

8.1 This Deed is supplemental to the Debenture and should be interpreted in accordance with the terms therein

9. COUNTERPARTS

9.1 This Deed may be executed and delivered in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery

THIS CHARGE has been executed as, and is intended to take effect as, a deed by each Chargor and the Security Trustee on the date written on the first page of this Deed notwithstanding the fact that a party may only execute this document under hand

IN WITNESS whereof the parties have executed and delivered this Deed as a deed on the date first before written

THE SCHEDULE

Chargor/Proprietor	Tenure	Location	Title Number(s)
3C Waste Limited	Freehold	Arpley2 Stretton Way, Huyton Industrial Estate, Merseyside	Freehold titles MS188178 and MS188176
	Freehold and Leasehold	Llanddulas Abergele Road	Freehold titles. WA682656 and WA792865 Mines and Minerals: CYM434743. Leasehold title WA660033
	Leasehold	Arpley Off Liverpool Road Sankey Bridges	Leasehold title CH425577 and CH550932
Anti-Waste Limited	Freehold	Blackborough End East Winch Road Mill Drove	Freehold titles. NK183492, and NK183495
	Freehold	Buckden Station Farm Brampton Road, Buckden	Freehold title CB177508
	Freehold	Costessey Longwater Business Park Costessey	Freehold title: NK236389
	Freehold	Thetford, Burrell Way	Freehold titles: NK170528 and NK175675 (CRN 1569257) The unregistered freehold land situated off Burrell Way London Road Industrial Estate Thetford Norfolk comprised in a conveyance dated 20 January 1986 made between Paul Rackham Limited and Anti-Waste limited
FCC Recycling (UK) Limited	Freehold	Lillyhall Dixon House, Joseph Noble Road , Lillyhall	Freehold titles CU99041, CU104153, CU108003, CU107159, CU86168, CU80076, CU99334, CU90180 and CU112639
	Freehold	North Hykeham Whisby Road, North Hykeham	Freehold title LL227709

Chargor/Proprietor	Tenure	Location	Title Number(s)
	Leasehold	Pepperhill Station Road	Leasehold title K943040 and K941669
	Leasehold	Blackburn Meadows Alsing Road Tinsley	Leasehold title SYK351077
	Leasehold	Ground Floor West 900 Pavilion Drive, Northampton Business Park	Lease not registered
	Freehold and Leasehold	Barrow, Walney Road	Freehold title CU177264 Leasehold titles CU128307 and CU180325
FCC Environment (UK) Limited	Leasehold	Doncaster (No. 3) 3 Sidings Court White Rose Way	Leasehold title SYK607890
	Leasehold	Doncaster (No. 6) 6 Sidings Court White Rose Way	Leasehold title SYK607886
	Freehold and Leasehold	Sutton Courtenay Appleford Sidings Sutton Courtenay	Freehold titles: ON194307, and ON237289 Leasehold titles ON237293, ON237294, ON237295, ON237296, ON237287, BK45594, ON227970, and ON237729
	Leasehold	Edwin Richards Portway Road, Rowley Regis	Leasehold title WM808528
	Leasehold	Llanddulas Abergele Road	Leasehold title WA872193
Waste Recycling Group (UK) Limited	Freehold	Bletchley Guernsey Road, Bletchley	Freehold title BM221284
	Leasehold	Calvert Brackley Lane	Leasehold titles BM190511, BM182537 and BM224580
Integrated Waste Management Limited	Freehold	Winterton North Coleby Road, Weston Halton	Freehold title HS330610
Lincwaste Limited	Freehold and Leasehold	Colsterworth Off Crabtree Road, Stanby	Freehold titles: LL78073 and LL155513 Leasehold titles LL297660, and LL297327
	Leasehold	Leadenham Pottergate	Leasehold title LL269071
	Freehold	Whisby	Freehold title LL167969

Chargor/Proprietor	Tenure	Location	Title Number(s)
Waste Recycling Group (Central) Limited	and Leasehold	Thorpe Road	Leasehold titles LL163272 and LL330801
	Freehold	Judkins Tuttle Hill	Freehold title WK393091
	Freehold and Leasehold	Norwood Farm Lower Road, Brambledown	Freehold titles K775276, K775273 and K904413 Leasehold title K906487
	Freehold	Edwin Richards Portway Road, Rowley Regis	Freehold title WM743828
FCC Waste Services (UK) Limited	Freehold and Leasehold	Calvert Brackley Lane	Freehold title BM232086 and BM382958 Leasehold titles BM382960 and BM382959
	Freehold	Pwlifawarkin, Rhy Dy Fro Pontardawe	Freehold titles WA760101, WA750179, WA77027, WA714136, WA673933, WA742291 and WA740316

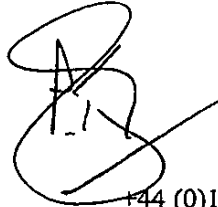
Chargors

EXECUTED as a DEED
by **3C WASTE LIMITED**
acting by:

)  -

Director

Director/Secretary.



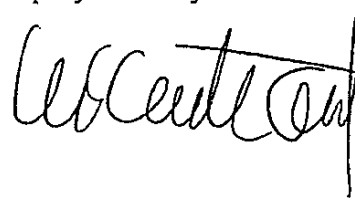
Fax:

+44 (0)1604 826202

Attention:

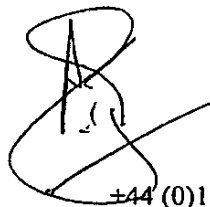
Company Secretary

EXECUTED as a DEED
by **ANTI-WASTE LIMITED**
acting by

)  -

Director

Director/Secretary.



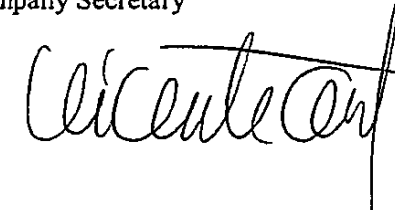
Fax

+44 (0)1604 826202

Attention:

Company Secretary

EXECUTED as a DEED
by **FCC ENVIRONMENT (UK) LIMITED**
acting by

)  -

Director

Director/Secretary



Fax:

+44 (0)1604 826202

Attention

Company Secretary

EXECUTED as a DEED
by **FCC RECYCLING (UK) LIMITED**
acting by

) *Wicentecol*
)
)
)
)

Director:

Director/~~Secretary~~

Fax.

Attention:

[Signature]

+44 (0)1604 826202

Company Secretary

EXECUTED as a DEED
by **FCC WASTE SERVICES**
(UK) LIMITED
acting by.

) *Wicentecol*
)
)
)
)

Director

Director/~~Secretary~~

Fax

Attention:

[Signature]

+44 (0)1604 826202

Company Secretary

EXECUTED as a DEED
by **INTEGRATED WASTE**
MANAGEMENT LIMITED
acting by

) *Wicentecol*
)
)
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Director:

Director/~~Secretary~~

Fax.

Attention

[Signature]

+44 (0)1604 826202

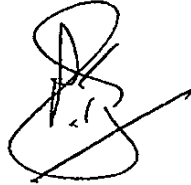
Company Secretary

EXECUTED as a DEED
by **LINCWASTE LIMITED**
acting by

) )

Director:

Director/~~Secretary~~



Fax

+44 (0)1604 826202

Attention

Company Secretary

EXECUTED as a DEED
by **WASTE RECYCLING GROUP**
(CENTRAL) LIMITED
acting by

) )

Director

Director/~~Secretary~~



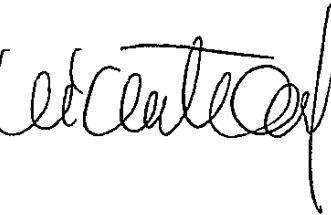
Fax

+44 (0)1604 826202

Attention.

Company Secretary

EXECUTED as a DEED
by **WASTE RECYCLING GROUP**
(UK) LIMITED acting by

) )

Director.

Director/~~Secretary~~



Fax

+44 (0)1604 826202

Attention.

Company Secretary

Security Trustee

EXECUTED as a DEED
by GLAS NOMINEES LIMITED
and signed by

)
) 