



Particulars of a mortgage or charge

395

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write in
this margin

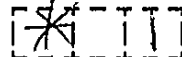
Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number



2069821

Name of company

* LANDFILL MANAGEMENT LIMITED ✓

* Insert full name
of company

Date of creation of the charge

28TH APRIL ✓ 1993

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE

Amount secured by the mortgage or charge

£2,500,000 and interest accruing from the date hereof
at the rate stipulated in Clause 4 and costs charges legal
and other expenses incurred in any manner whatsoever by
the lender in relation to the loan

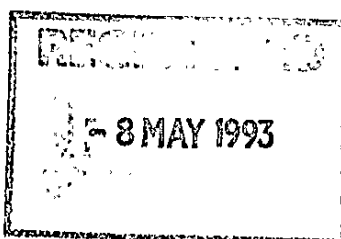
Names and addresses of the mortgagees or persons entitled to the charge

WIGAN METROPOLITAN DEVELOPMENT COMPANY (INVESTMENT)
LIMITED ✓ New Town Hall Library Street
Wigan Postcode WN1 1YN

11/5
Presentor's name address and
reference (if any):

S.D. LOWE, BOROUGH SOLICITOR
WIGAN BOROUGH COUNCIL
NEW TOWN HALL
LIBRARY STREET
WIGAN WN1 1YN

For official Use
Mortgage Section



Post room

COMPANIES HOUSE

08 MAY 1993

87

Time critical reference

Short particulars of all the property mortgaged or charged

See attached sheets

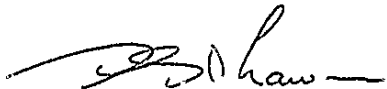
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Please complete
legibly, preferably
in black type, or
bold block lettering

Particulars as to commission allowance or discount (note 3)

NONE

Signed



Date

4/4/93

On behalf of [company][mortgagee/chargee]†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge; together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

~~hereunder hereby charges with such payments~~

- (a) By way of legal mortgage all freehold and leasehold property of the Company at the date of this Charge including ALL THOSE land and premises at Kirkless Ince Moss and Amberswood in the borough of Wigan comprised in three Leases of even date herewith and each made between Wigan Borough Council of the one part and the Company of the other part) together with all buildings structures and fixtures from time to time on or in any such property ("the Mortgaged Property")
- (b) By way of fixed charge all estates and interests of the Company in freehold leasehold and other immovable property (wherever situate) now or at any time hereafter during the continuance of this security belonging to or charged to the Company and the proceeds of sale thereof together with all buildings structures and fixtures from time to time on or in any such property ("the Charged Property")
- (c) By way of fixed charged the benefit of all its rights present and future under covenants for title given in relation to the Mortgaged Property and the Charged Property and the benefit of all its rights present and future against any lessee sub-lessee licensee or other occupier of the Mortgaged Property and Charged Property for the time being (including rights to rental and other income) and in each case its rights against guarantors and sureties for the obligations of such persons
- (d) By way of fixed charge the benefit of all its rights present and future under any contract for sale letting or other disposal of the Mortgaged Property and the Charged Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Mortgaged Property and the Charged Property

- (e) By way of fixed charge the benefit of all its rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design construction fitting out repair or replacement of the Mortgaged Property and Charged Property
- (f) By way of fixed charge all licences consents and authorisations (both public and private) present and future held by it in connection with any of its activities
- (g) By way of fixed charge all its plant machinery vehicles computers apparatus and other equipment present and future (unless it forms part of its stock in trade or work in progress) and the benefit of all its rights present and future against any person in respect of the design manufacture purchase adaption repair and/or replacement
- (h) By way of fixed charge all its goodwill and uncalled capital present and future
- (i) By way of fixed charge all stocks shares and other securities (including debt securities) and interests in any unincorporated business or entity now and at any time during the continuance of this security owned by the Company together with all rights benefits and property (including dividend and other income) offered arising or accruing in relation thereto
- (j) By way of fixed charge all patents trade and service marks brand and trade names copyrights design rights registered designs trade secrets know how inventions confidential information and other intellectual property rights
- (k) By way of first fixed charge all book and other debts now and from time to time due or owing to the Company including for the avoidance of doubt all balances at such banks or banks nominated by the Lender from time to time whether held in a current or

other account

- (1) By way of floating charge all other the undertaking property and assets of the Company whatsoever and wheresoever both present and future (including its work in progress) except to the extent effectively charged under the preceding sub-paragraphs of this Clause 5 PROVIDED THAT the Lender may at any time by notice to the Company convert the floating charge into a fixed charge as regards any assets specified in the notice which the Lender shall consider to be in danger of being seised or threatened or to be otherwise in jeopardy and may appoint a receiver thereof in accordance with the terms of this Charge AND PROVIDED THAT the floating charge created shall automatically be converted into a fixed charge in relation to all the Charged Assets of the Company upon there being a breach of Clause 6 or 7 of the Charge and upon presentation or making of an application for a warrant of execution writ of fieri facias garnishee order or charging order in respect of the Charged Assets

~~6. The Company hereby covenants with the Lender that it will not during the continuance of the security hereby constituted without the prior written consent of the Lender create or permit to subsist any mortgage charge or other security interest of any kind whether fixed or floating on the whole or any part of the Charged Assets ranking in priority to pari passu with or subsequent to the Charge created by it as security for the Loan Interest and Costs~~

~~7. The Company hereby covenants with the Lender that it will not sell transfer assign factor discount or otherwise dispose of any of the Charged Assets without the prior written consent of the Lender (except for a disposal at market value in the usual course of trading of those assets charged by way of floating charge only)~~

~~8. The Company hereby covenants with the Lender that if during the~~



METROPOLITAN WIGAN

BOROUGH SOLICITOR'S DEPARTMENT

Borough Solicitor

Mrs Susan D Lowe LLB

Wigan Metropolitan Borough Council

New Town Hall Library Street

Wigan WN1 1YN

Telephone Wigan (0942) 44991

Telex 677341 Fax (0942) 827093

Our reference	BS/KPL/JO/CO.17(a)
Your reference	
Please ask for	Mr. K. Lawson
Extension	2023
Direct line	827023
Date	5 May, 1993

The Registrar,
Companies House,
Crown Way,
Maindy,
Cardiff.

Dear Sir,

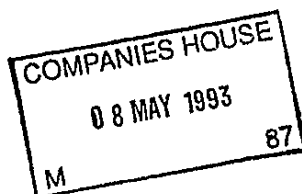
Registration of Charge
Landfill Management Limited

I enclose Form 395 in respect of a charge against Landfill Management Limited (Company No.2069821), by a Debenture dated the 28th April 1993.

Yours faithfully,

for Borough Solicitor.

Enc.





CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 28th APRIL 1993
and created by LANDFILL MANAGEMENT LIMITED

for securing £2,500,000.00 and all other moneys due or to become due from
the Company to WIGAN METROPOLITAN DEVELOPMENT COMPANY (INVESTMENT) LIMITED

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 8th MAY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 13th MAY 1993

No. 2069821

Post 13 5 93

Jennifer V Evans
JENNIFER V. EVANS

an authorised officer

C.69



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

To the Registrar of Companies

For official use

Company number

M314c.

[] [] [] [] [] [] [] [] [] []

2069821

Name of company

* LANDFILL MANAGEMENT LIMITED

Date of creation of the charge

28TH APRIL 1993 ✓

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEED OF APPORTIONMENT

Amount secured by the mortgage or charge

The contribution towards damages payable by
Wigan Borough Council in respect of environmental
damage at tipping sites at Tree Moss and
Ambrosewood Wigan as detailed in the Deed of
Apportionment (Clause 4 and 5.2)

Names and addresses of the mortgagees or persons entitled to the charge

The Wigan Borough Council ✓, New Town Hall
Library Street Wigan

Postcode WNI 1YN

Presenter's name address and
reference (if any):

S.D. LOWE,
BOROUGH SOLICITOR
WIGAN BOROUGH COUNCIL
NEW TOWN HALL
LIBRARY STREET
WIGAN
Ref: KPL/CO.17(a)

Time critical reference

For official Use
Mortgage Section

REGISTERED

18 MAY 1993

Post (from)

COMPANIES HOUSE

18 MAY 1993

M

81

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

The registered interests of *Handfill Management*
limited in
@ 4.58 hectares of land at Trecross Wigan and
@ 12.62 hectares of land at Ambleswood Wigan

Particulars as to commission allowance or discount (note 3)

None

Signed

[Signature]
F. Barrow G. Ltd -

Date

13/5/1993

On behalf of [company][mortgagee/chargee]†

† delete as
appropriate

Notes

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- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a Deed of Apportionment dated 28th APRIL 1993 and created by LANDFILL MANAGEMENT LIMITED for securing all moneys due or to become due from the Company to THE WIGAN BOROUGH COUNCIL under the terms of Clauses 4 and 5.2 of the Deed was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 18th MAY 1993.

Given under my hand at the Companies Registration Office,
Cardiff the 2nd JUNE 1993.

No. 2069821

POST 3/6

Jennifer V Evans
JENNIFER V. EVANS
an authorised officer

C.69d (Rev)