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COMPANIES FORM No. 155(6)b

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CHFP025

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

Please do not write in this margin

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

Note
Please read the notes on page 3 before completing this form

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number 02206141

Name of company

* WRG Environmental Limited

* insert full name of company

ø insert name(s) and address(es) of all the directors

~~We~~ ø James Robert Meredith of 2 Prestwick Road, Biddenham, Bedford, Bedfordshire, MK40 4FH

Steven Neville Hardman of Merrywood, Sion Hill, Bath, Avon, BA1 2UL

Leslie James Davidson Cassells of Bridge Cottage, 6 Hodges Lane, Kislingbury, Northamptonshire, NN7 4AJ

† delete as appropriate

~~[the sole director]~~ [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

(a) ~~that of a [recognised bank] [licensed institution] within the meaning of the Banking Act 1987§~~

(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom§~~

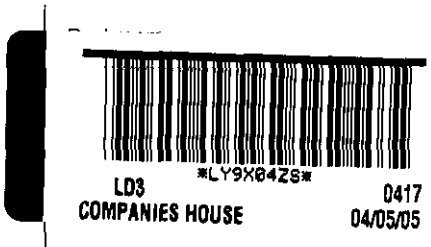
(c) something other than the above§

This company is [the] [~~a~~] holding company of* WRG Properties Limited (the "**Subsidiary**") which is proposing to give financial assistance in connection with the acquisition of shares in ~~[the Company]~~ Waste Recycling Group Limited ~~[the holding company of this company]~~

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

Slaughter and May (Ref:PCS/KZE)
One Bunhill Row
London
EC1Y 8YY

For official Use
General Section



Environmental - Properties 2

The assistance is for the purpose of [the acquisition] [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 117,848,603 ordinary shares of 25p each

The assistance is to be given to: (note 2) WRG Acquisitions plc

(registered office: Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG)

The assistance will take the form of:

See Schedule 1 attached

The person who [has acquired] [will acquire] the shares is:

WRG Acquisitions plc

† delete as appropriate

The principal terms on which the assistance will be given are:

See Schedule 2 attached

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is nil

The amount of cash to be transferred to the person assisted is £ nil

The value of any asset to be transferred to the person assisted is £ nil

Please do not write in this *margin*

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

The date on which the assistance is to be given is 28 April, 2005

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~[X~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

* delete either (a) or (b) as appropriate

(b) ~~[It is intended to commence the winding up of this company within 12 months of that date, and we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up]~~* (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at the offices of Slaughter and May,
One Bunhill Row,
London EC1Y 8YY

Declarants to sign below

Day	Month	Year
on 2 8	0 4	2 0 0 5

before me JOHN ROCHESTER

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

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Schedule 1

Entry by the Subsidiary into the following documents (each as amended, extended, novated or supplemented from time to time, the "**Documents**"):

1. an accession agreement (the "**Accession Agreement**") by which the Subsidiary will accede to a second supplemental agreement (the "**Second Supplemental Agreement**") entered into between WRG Acquisitions plc ("**WRG Acquisitions**"), Barclays Bank PLC as security agent and others on 9 December 2004, which, amongst other things, amends and restates a senior credit facilities agreement dated 9 June 2003 (as amended on 11 June 2003, 11 August 2003, 29 March 2004 and 26 August 2004) pursuant to which certain senior facilities have been made available to WRG Acquisitions and certain of its subsidiaries (the "**Obligors**") (the "**Senior Credit Facilities Agreement**");

2. a debenture (the "**Second Ranking Debenture**") to be entered into between, among others, the Subsidiary and The Bank of New York as trustee in respect of the payment and discharge of all its present and future obligations due, owing or incurred under the indenture (incorporating a guarantee) (the "**Second Lien Floating Rate Note Indenture**") relating to the second lien floating rate notes to be issued by WRG Acquisitions (the "**Second Lien Floating Rate Notes**"), the Intercreditor Deed (as defined below) and certain other documents contemplated by the Second Ranking Debenture;

3. a deed (the "**Debenture Amendment Deed**") to be entered into between, among others, the Subsidiary, and Barclays Bank PLC as security agent which amends a Shanks Second Stage Debenture dated 26 August 2004 pursuant to which the Subsidiary provided security in respect of all of its present and future obligations due, owing or incurred under the Senior Credit Facilities Agreement, the Intercreditor Deed (as defined below) and any other documents contemplated by the Shanks Second Stage Debenture;

4. an accession deed (the "**Fourth Amendment Deed Accession Deed**") to a fourth amendment deed (the "**Fourth Amendment Deed**") relating to an Intercreditor Deed dated 9 June 2003 (as amended on 5 August 2003, 10 September 2003 and 26 August 2004) (as amended, extended, novated or supplemented from time to time, the "**Intercreditor Deed**"), entered into between, among others, WRG Acquisitions and Barclays Bank PLC as senior agent and senior security agent (as defined in the Intercreditor Deed) on 10 December 2004;

5. a debenture (the "**Shanks Third Stage Debenture**") to be entered into between, among others, the Subsidiary and Barclays Bank PLC as security agent;

6. an accession agreement to the Senior Credit Facilities Agreement (the "**Third Stage Accession Agreement**") to be entered into between the Subsidiary, WRG Acquisitions and Barclays Bank PLC as facility agent;

7. an accession deed to the Intercreditor Deed (the "**Third Stage Accession Deed**") to be entered into between the Subsidiary and Barclays Bank PLC as facility agent;

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8. a loan agreement (the "**Intercompany Loan Agreement**") to be entered into between, among others, the Subsidiary, WRG Acquisitions and WRG Acquisitions 2 Limited under which the Subsidiary will agree to advance funds to WRG Acquisitions and WRG Acquisitions 2 Limited, and

any other financial assistance constituted by the Documents, the amounts payable thereunder and/or the transactions contemplated thereby, and the exercise by the Subsidiary of its rights and the performance of its obligations thereunder, which shall include, without limitation, any condition, undertaking, representation, warranty, guarantee, indemnity or any other thing done or to be done in connection with the Documents which would constitute financial assistance.

JR

Schedule 2

1. By entering into the Accession Agreement the Subsidiary will become party to the Second Supplemental Agreement by which the Senior Credit Facilities Agreement, pursuant to which credit facilities were made available to WRG Acquisitions and certain of its subsidiaries for the purpose of, among other things, funding the purchase price for the acquisition of the Subsidiary and its subsidiaries by WRG Acquisitions 2 Limited (the "**Acquisition**"), was amended and restated. Pursuant to the Second Supplemental Agreement, amongst other things, the total amount of term loan facilities outstanding under the Senior Credit Facilities Agreement was reduced from £345,800,000 to £140,000,000 using proceeds from the issue of the Notes, the bonding facility (described as the revolving A facility in the Senior Credit Facilities Agreement) was reduced from £200,000,000 to £50,000,000 and the revolving B facility remained at £50,000,000 with the ability to increase these revolving facilities by up to £25,000,000. A new senior capital facility in an amount of up to £50,000,000 was also be made available to certain subsidiaries of WRG Acquisitions.

   In addition, the Subsidiary will agree to perform all other obligations applicable to it under the Accession Agreement and Second Supplemental Agreement, including, without limitation, the giving of:

   (a) certain undertakings, representations and warranties; and

   (b) certain indemnities in favour of the Finance Parties (as defined therein).

   The Subsidiary will also represent, warrant and confirm to the Finance Parties (as defined therein), amongst other things, that the security interests created by those security documents to which it is a party in respect of its obligations and liabilities under the Senior Credit Facilities Agreement, and its guarantee of such obligations and liabilities, will continue in full force and effect and will extend to its liabilities and obligations under the Senior Credit Facilities Agreement as amended by the Second Supplemental Agreement.

2. By entering into the Second Ranking Debenture, the Subsidiary will grant second ranking security in favour of The Bank of New York (as trustee) over all its assets and undertaking specified therein to secure payment and discharge of all its present and future obligations due, owing or incurred under the Second Lien Floating Rate Note Indenture, the Intercreditor Deed and any other documents contemplated by the Second Ranking Debenture.

   The security under the Second Ranking Debenture is to include, among other things, (subject to certain exceptions as described therein):

   (i) a charge by way of legal mortgage over certain real property of the Subsidiary;

   (ii) a floating charge over its undertaking and all its assets;

   (iii) a fixed charge over:

(a) its shares in certain of its subsidiaries (as set out in Schedule 3 of the Second Ranking Debenture), certain book debts, certain intellectual property rights, certain plant and machinery, certain contracts to which the Subsidiary is a party and any interest, claim or right of the Subsidiary in respect of any pension fund or plan; and

(b) all its uncalled share capital, all its goodwill and any authorisation, licence or consent in relation to any assets subject to the Second Ranking Debenture;

(iv) security interest in favour of The Bank of New York (as trustee) of all its rights and interest present or future in respect of the Relevant Documents (as defined in the Second Ranking Debenture); and

(v) a provision that the Subsidiary shall, at its own expense, promptly do all such things as the security agent may require for creating, registering, perfecting, maintaining or protecting the security or any of the secured assets.

In addition, the Subsidiary will agree in the Second Ranking Debenture to give:

(a) certain undertakings and representations and warranties in respect of itself; and

(b) certain indemnities in favour of The Bank of New York (as trustee).

3. By entering into the Debenture Amendment Deed, the Subsidiary will be amending the terms of the security which it has provided to Barclays Bank PLC as security agent in respect of all of its present and future obligations due, owing and incurred under the Senior Credit Facilities Agreement, the Intercreditor Deed and any other documents contemplated by the Shanks Second Stage Debenture. In addition, the Subsidiary will perform all other obligations applicable to it under the Debenture Amendment Deed including, without limitation, the giving of:

(a) certain undertakings, representations and warranties in respect of itself; and

(b) certain indemnities in favour of the Finance Parties (as defined therein).

4. By entering into the Fourth Amendment Deed Accession Deed, the Subsidiary will agree to the ranking of certain indebtedness of the Subsidiary and of other members of the WRG Group (being WRG Investments Limited and its subsidiaries), including that incurred under the Senior Credit Facilities Agreement, the Second Lien Floating Rate Note Indenture, the indenture (incorporating a guarantee) (the "**Senior Note Indenture**") relating to the senior notes issued by WRG Finance plc (the "**Senior Notes**" and, together with the Second Lien Floating Rate Notes, the "**Notes**"), the Notes and certain intercompany loan agreements. Intra-group liabilities are postponed and subordinated until liabilities under the Senior Credit Facilities Agreement, the Second Lien Floating Rate Notes and the Senior Notes have been discharged in full. In addition, the Subsidiary will perform all other obligations applicable to it under the

Fourth Amendment Deed and the Intercreditor Deed which will include, without limitation, the giving of certain covenants, representations and warranties.

5. By entering into the Shanks Third Stage Debenture, the Subsidiary will provide security in respect of all its present and future obligations due, owing or incurred under the Senior Credit Facilities Agreement, the Intercreditor Deed and any other documents contemplated by the Shanks Third Stage Debenture.

The security under the Shanks Third Stage Debenture is to include, among other things, (subject to certain exceptions as described therein):

(i) a charge by way of legal mortgage over certain real property of the Subsidiary;

(ii) a floating charge over its undertaking and all its assets;

(iii) a fixed charge over:

(a) its shares in certain of its subsidiaries (as set out in Schedule 3 of the Shanks Third Stage Debenture), certain book debts, certain intellectual property rights, certain plant and machinery, certain contracts to which the Subsidiary is a party and any interest, claim or right of the Subsidiary in respect of any pension fund or plan; and

(b) all its uncalled share capital, all its goodwill and any authorisation, licence or consent in relation to any assets subject to the Shanks Third Stage Debenture;

(iv) security interest in favour of Barclays Bank PLC as security agent of all its rights and interest present or future in respect of the Relevant Documents (as defined in the Shanks Third Stage Debenture); and

(v) a provision that the Subsidiary shall, at its own expense, promptly do all such things as the security agent may require for creating, registering, perfecting, maintaining or protecting the security or any of the secured assets.

In addition, the Subsidiary will agree in the Shanks Third Stage Debenture to give:

(a) certain undertakings and representations and warranties in respect of itself; and

(b) certain indemnities in favour of Barclays Bank PLC as security agent.

6. By entering into the Third Stage Accession Agreement, the Subsidiary would re-accede to the Senior Credit Facilities Agreement as a guarantor, thereby guaranteeing the performance by each other Obligor of all its payment obligations under the Finance Documents (as defined therein) and the payment when due by each other Obligor of all sums payable under the Finance Documents.

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10. By entering into the Third Stage Accession Deed, the Subsidiary would re-accede to the Intercreditor Deed as an Obligor. This was required in connection with its re-accession to the Senior Credit Facilities Agreement.

11. By entering into the Intercompany Loan Agreement, the Subsidiary will agree to advance funds to WRG Acquisitions and WRG Acquisitions 2 Limited for the purposes of, among other things, the repayment of principal, interest or other amounts under the Senior Credit Facility Agreement, the Second Lien Floating Rate Note Indenture, the Notes and the Senior Note Indenture, or the payment of any other costs, expenses incurred by WRG Acquisitions or any of its subsidiaries directly or indirectly in connection with the Acquisition.

KPMG

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The Directors
WRG Environmental Limited
3 Sidings Court
White Rose Way
Doncaster
South Yorkshire
DN4 5NU

28 April 2005

Dear Sirs

Auditors' report to the directors of WRG Environmental Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 28 April 2005 in connection with the proposal that WRG Properties Limited, of which this company is a holding company, should give financial assistance for the purchase of this company's ordinary shares by WRG Acquisitions plc.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG LLP

KPMG LLP
Registered Auditor

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