

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**

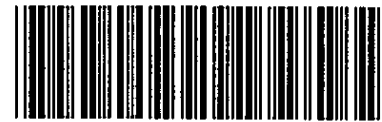
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to reg  
particulars of a charge for a Sc  
company To do this, please us  
form MG01s

FRIDAY



\*LKD8YMPZ\*  
LD2 20/08/2010 168  
COMPANIES HOUSE

**1**

**Company details**

Company number 0 2 5 3 6 3 4 5

Company name in full UK Waste Management Holdings Limited  
(the "Charging Company")

2 For official use

→ **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 d1 d3 m0 m8 y2 y0 y1 y0

**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 Debenture dated 13 August 2010 between the Charging Company and others (1) in favour of  
HSBC Corporate Trustee Company (UK) Limited (as Security Agent for the benefit of the Secured  
Parties (as defined in the Continuation Pages to Section 6 of this Form MG01)) (2) (the  
"Debenture")

**4**

**Amount secured**

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

Amount secured The Secured Liabilities (as defined in the Continuation Pages to  
Section 6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation  
Pages to Section 6 of this Form MG01) includes references to such  
Finance Document as varied in any manner from time to time, even if  
changes are made to the composition of the parties to such  
document or to the nature or amount of any facilities made available  
under such document

**Continuation page**

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

# MG01

## 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 HSBC Corporate Trustee Company (UK) Limited  
Address (in its capacity as Security Agent for the Secured Parties)  
c/o HSBC Bank plc, 8 Canada Square, Level 24, London

Postcode E 1 4 5 H Q

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time.

Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

**The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:**

#### Particulars of property mortgaged or charged

- 1 As security for the payment or discharge of all Secured Liabilities, the Charging Company, with full title guarantee, assigned to the Security Agent
  - (a) all of its rights, title and interest from time to time in respect of the Insurances comprising the "Assigned Insurances", and
  - (b) all of its rights, title and interest in respect of any Company Loan Agreement

**PLEASE ALSO SEE ATTACHED CONTINUATION PAGES**

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## 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

Continuation Page 1

2 As security for the payment or discharge of all Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Agent

(a) by way of first legal mortgage, all Real Property in England and Wales belonging to it at the Debenture Date and registered at the Land Registry or which will be subject to first registration at the Land Registry following the execution and delivery of the Debenture, in each case as described below

Name of Chargor/ Registered Proprietor	Description of Property	Title Number
Biffa Limited	Huntingdon Road, Brighouse, West Yorkshire HD6 1PZ	WYK247221
Biffa Limited	Workshop, Estate Road No 6, South Humberside Industrial Estate, Grimsby DN31 2TG	HS4107
Biffa Limited	Walters Farm, Morley Road, Tonbridge TN9 1RA	K469410
UK Waste Management Limited	64 Green Road, Ballyclare, County Antrim BT39 9PH	AN29849L
UK Waste Management Limited	Linton Street, Bradford, West Yorkshire BD4 7EZ	WYK48594
UK Waste Management Limited	Dock Road South, Wirral CH62 4SQ	MS 255836, MS383940 (LANDFILL) MS375593 (land to North of Dock Rd)
UK Waste Management Limited	Viking Place, Roath Dock, Cardiff Docks, Cardiff CF10 4TS	WA888236, WA819479
UK Waste Management Limited	Codrington, South Gloucestershire BS37 8RJ	AV224362
UK Waste Management Limited	West Shore Road, Edinburgh EH5 1QD	MID 943516
UK Waste Management Limited	Eversley Depot, Starhill Sawmills, Star Hill, Hartley Wintney, Hook, Hampshire RG27 8BP	HP477173
UK Waste Management Limited	Lordship Lane, Off Leek Road, Fenton Manor, Stoke-on-Trent ST4 2TQ	SF139742

Continued...

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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

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UK Waste Management Limited	Unit 2, Harveys Industrial Estate, Bessemer Way, Great Yarmouth, Norfolk, NR31 0LX	NK97695
UK Waste Management Limited	Waste Transfer Station, Gilbey Road, Grimsby, North Humberside DN31 2RL	HS126418
UK Waste Management Limited	Waste Transfer Station, Stoneferry Road, Hull, Humberside HU8 8AU	HS222358, HS275519
UK Waste Management Limited	13 Kilsyth Road, Twechar, Kilsyth, G65 9LP	DMB21106, DMB41999
UK Waste Management Limited	Colwick Industrial Estate, Private Road No 2, Colwick, Nottingham, Nottinghamshire NG4 2JR	NT201354
UK Waste Management Limited	Rixton Old Hall, Manchester Road, Rixton, Warrington WA3 6EW	CH129757
UK Waste Management Limited	Marks Lane, Leamside, Houghton-Le-Spring, County Durham DH4 6QF	DU202845
UK Waste Management Limited	Transfer Station, Nevada Lane, Stoke On Trent, Staffordshire ST6 2NT	SF348739
Biffa Waste Management Limited	Wigan Road, Leigh WN7 5DR	GM237763 (Wigan Rd) GM539973 (Congresbury Rd)
Biffa Waste Management Limited	The Hollow, Washington, Pulborough RH20 3DA	WSX175102
Biffa Waste Services Limited	Grove Farm, Daventry Road, Kilsby CV23 8XF	NN4922
Biffa Waste Services Limited	Reepham Road, Attlebridge, Norwich NR9 5TD	NK165000 NK219352 NK334847 NK 348907
Biffa Waste Services Limited	Maybells Farm, Ripple Road, Barking IG11 0TP	EGL467677 EGL463137
Biffa Waste Services Limited	The Foxyards, Bean Road, Tipton, West Midlands DY4 9AQ	WM691546
Biffa Waste Services Limited	Coventry Lane, Beeston, Nottingham NG9 3GJ	NT387817
Biffa Waste Services Limited	Paper Mill Lane, Bramford, Ipswich IP8 4DE	SK260876
Biffa Waste Services Limited	Carnaby Industrial Estate, Lancaster Road, Carnaby, Bridlington YO15 3QY	YEA46275

Continued...

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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

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**Continuation page 3**

Biffa Waste Services Limited	Langhurstwood Road, Horsham RH12 4QD	WSX305055, WSX 330656
Biffa Waste Services Limited	Streat Lane, Ditchling Common Ind Est, Ditchling, Hassocks DN6 8SG	ESX13456, ESX35796, ESX122513
Biffa Waste Services Limited	Chapel Pond Hill, Bury St Edmonds IP32 7HT	SK207334
Biffa Waste Services Limited	Biffa Special Waste, Curran Road, Buretown, Cardiff CF10 5DF	WA383102, WA380669
Biffa Waste Services Limited	45 Pensbury Place London SW8 4TP	TGL133571
Biffa Waste Services Limited	Hales Waste Control Ltd, Drakes Lane, Chelmsford, Essex CM3 3BE	EX710660
Biffa Waste Services Limited	Units 11 & 12, Boreham Industrial Estate, Waltham Road, Chelmsford, Essex CM3 3AW	EX715900
Biffa Waste Services Limited	Valley Road, Cinderford GL14 2NX	GR241159, GR167579
Biffa Waste Services Limited	Lumns Lane, Clifton, Swinton, Manchester M27 8LN	GM740081, GM741402
Biffa Waste Services Limited	Station Road, Clowne, Chesterfield S43 4PE	DY215820
Biffa Waste Services Limited	140 Mallusk Road, Newtownabbey, County Antrim BT36 4QN	AN153296L
Biffa Waste Services Limited	Coronation Road, Cressex Business Park, High Wycombe HP12 3TZ	BM346913
Biffa Waste Services Limited	Pitty Close Farm, Wakefield Road, Bradford BD11	WYK576884
Biffa Waste Services Limited	Land west of Kidderminster Road, Cutnall Green, Droitwich WR9 0NS	WR121641
Biffa Waste Services Limited	Plot 7, Riverside Estate, Oliver Road, West Thurrock RM20 3EE	EX847988
Biffa Waste Services Limited	81 Garman Road, London N17 0UN	EGL149709
Biffa Waste Services Limited	Boundary Road, Etwall, Derby DE65 6GX	DY421603
Biffa Waste Services Limited	Eyebury Road, Eye, Peterborough PE6 7TH	CB64988, CB53518, CB60300, CB65185, CB291117

**Continued...**

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## 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

Continuation Page 4

Biffa Waste Services Limited	New Site, Cocksbridge Business Park, Alton Road, Farnham, Surrey GU10 5EH	SY739041
Biffa Waste Services Limited	Wapseys Wood, Oxford Road, Gerrards Cross SL9 8TE	BM202668
Biffa Waste Services Limited	101 Clydesmill Drive, Cambuslang, Glasgow, Strathclyde G32 8RG	LAN138153
Biffa Waste Services Limited	Refuse Destructor, 360 Pinkston Road, Glasgow G4 0LP	GLA 33640, GLA20486
Biffa Waste Services Limited	319 Bristol Road, Gloucester, Gloucestershire GL2 5DN	GR35731
Biffa Waste Services Limited	Knockhall Chase, Greenhithe DA9 9EN	K734791
Biffa Waste Services Limited	13 Marsh Lane, Henstridge BA8 0TG	WS54621
Biffa Waste Services Limited	Hett Hills Quarry, Grange Villa, Chester-le-Street, County Durham, DH3 1QN	DU116449
Biffa Waste Services Limited	Land at Unit 22, Evercreech Way, Highbridge, Somerset TA9 4AG	ST79839 & ST189820
Biffa Waste Services Limited	Ashford Road, Maidstone, Kent ME17 1XE	K351810
Biffa Waste Services Limited	The Quarry, Quarry Row, Houghton-le-Spring DH4 4AU	TY51325
Biffa Waste Services Limited	Howden Clough Road, Morley, Leeds LS27 0LU	WYK156955, WYK393208, WYK380127
Biffa Waste Services Limited	Unit 4, Williamsport Way, Lionbarn Industrial Estate, Needham Market IP6 8RW	SK324431
Biffa Waste Services Limited	Gilchrist Road, Manchester, Gtr Manchester M44 5BF	GM732756
Biffa Waste Services Limited	Plot 45, Manners View, Newport, Isle of Wight PO30 5FA	IW34742 (LH - extra land acquired) IW30384 (FH)
Biffa Waste Services Limited	Rush Lane, Dosthill, Tamworth B77 1LT	WK438703
Biffa Waste Services Limited	Coronation Road, Cressex Business Park, High Wycombe HP12 3TA	BM325546

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 5

Biffa Waste Services Limited	Talsarn, Lampeter SA48 8QB	CYM209270
Biffa Waste Services Limited	Queen Street, Woodlesford, Leeds LS26 8AL	WYK497585
Biffa Waste Services Limited	Carrow Road, Leicester LE3 1TS	LT363784
Biffa Waste Services Limited	90 High Street, Syston, Leicester LE1 1GQ	LT281899
Biffa Waste Services Limited	4 Dale Street, Lincoln, Lincolnshire LN5 8LL	LL34543
Biffa Waste Services Limited	Thorpe Road, Whisby, Lincoln, Lincolnshire LN6 9BT	LL230612
Biffa Waste Services Limited	Lyon Ind Est, Kearsley, Bolton BL4 8NB	GM785573
Biffa Waste Services Limited	Brunel Road, South Bank, Middlesbrough, Cleveland TS6 6JA	TES34454
Biffa Waste Services Limited	DC3 Water Orton Lane, Minworth, West Midlands B76 9BL	WM962891
Biffa Waste Services Limited	Station Road Depot, Dorking RH4 1EH	SY730046
Biffa Waste Services Limited	Alderflat Drive, Newstead Industrial Trading Estate, Stoke-on-Trent ST4 8HX	SF556618
Biffa Waste Services Limited	Austin House, Fairfax Road, Newton Abbot TQ12 6UD	DN549694
Biffa Waste Services Limited	Bedford Road, Holwell, Hitchin, Herts SG5 3RT	HD353137, HD372632, HD372605,
Biffa Waste Services Limited	New Ford Road, Waltham Cross, Hertfordshire EN8 7PG	HD117063
Biffa Waste Services Limited	Jackdaw Close, Northampton NN3 9ER	NN194303
Biffa Waste Services Limited	William Frost Way, Costessey NR5 0JS	NK347498
Biffa Waste Services Limited	Freshfields, Bexhill Road, St Leonards on Sea TN38 8AY	ESX92855
Biffa Waste Services Limited	146 Station Road, Peterborough, Cambridgeshire PE7 2EY	CB206668
Biffa Waste Services Limited	Bickenhill Lane, Birmingham B37 7BQ	WM950935

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

Please give the short particulars of the property mortgaged or charged

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Biffa Waste Services Limited	504 Green Place, Bamber Bridge, Preston PR5 8AY	LA636081
Biffa Waste Services Limited	Patteson Court Landfill, Cormongers Lane, Nutfield, Redhill RH1 4ER	SY605817
Biffa Waste Services Limited	Victoria Business Park, Roche, St Austell, Cornwall PL26 8LX	CL240203
Biffa Waste Services Limited	Saredon Road, Shares Hill, Wolverhampton WV10 7LJ	SF354667, SF355461
Biffa Waste Services Limited	Ratcliffe Highway, St Mary Hoo, Rochester ME3 8RN	K612829, K633127, K517917, K220539, K247388, K688428
Biffa Waste Services Limited	R/o 359-36 Greenland Road, Sheffield, South Yorkshire S9 5FD	SYK329950
Biffa Waste Services Limited	Pontefract Lane, Newsam Green, Leeds LS15 9AD	WYK700019, WYK732289
Biffa Waste Services Limited	8 Redlands, Coulsdon, Surrey CR5 2HT	SGL602423, SGL163509
Biffa Waste Services Limited	Shaftesbury Avenue, South Shields, Tyne & Wear NE34 9PH	TY183197
Biffa Waste Services Limited	Area E2, Marchwood Industrial Estate, Normandy Way, Marchwood, Southampton SP40 4BP	HP637038
Biffa Waste Services Limited	Biffa Waste Services Ltd, Travellers Close, Hatfield, Hertfordshire AL9 7LA	HD196890
Biffa Waste Services Limited	Navigation Road, Pockett Nook, St Helens WA9 1LS	MS565558, MS552408
Biffa Waste Services Limited	Barford Road, Little Barford, St Neots, Cambs PE19 6YQ	BD229892, BD222980
Biffa Waste Services Limited	6&7 Marston Road, St Neots PE19 2HB	CB290611
Biffa Waste Services Limited	Stewponey Quarry, Stourton, Stourbridge DY7 6LU	SF336484, SF417796, SF391091
Biffa Waste Services Limited	Express Works, Bridge End Road, Swindon SN3 4PD	WT112251

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## 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

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Biffa Waste Services Limited	Adswold Road, Cheadle Hulme, Cheadle, Stockport SK8 5QY	GM800010
Biffa Waste Services Limited	Commerce Way, Trafford Park, Manchester M17 1HW	MAN146259
Biffa Waste Services Limited	Fochriw Road, Pant-y-Waun, Merther Tydfil, Mid Glamorgan CF48 4AB	WA674209
Biffa Waste Services Limited	Treeton Lane, Catcliffe, Rotherham S60 5SR	SYK156404
Biffa Waste Services Limited	Ufton Landfill, Hill Farm, Ufton, Warwickshire CV33 9PP	WK343285, WK455910
Biffa Waste Services Limited	Cambridge Road, Ugley, Bishops Stortford CM22 6HT	EX503887
Biffa Waste Services Limited	Unit 100a, Hartlebury Trading Estate, Hartlebury, Kidderminster DY10 4JB	HW173349
Biffa Waste Services Limited	West Hyde Lane, Chalfont St Peter, Gerrards Cross SL9 0QP	BM202676 BM172841
Biffa Waste Services Limited	Land lying to the east of Winchbottom Lane, Little Marlow, Bucks	BM148346
Biffa Waste Services Limited	Collins Road, Heathcote Ind Est, Warwick CV34 6TF	WK271103
Biffa Waste Services Limited	Potters Lane, Wednesbury, West Midlands WS10 0NR	WM678997 WM462478
Biffa Waste Services Limited	Marsh Road, Wembley HA0 1YW	NGL559489 NGL541797
Biffa Waste Services Limited	Westmill, Ware SG12 0ES	HD440251
Biffa Waste Services Limited	Southampton Road, Whiteparish, nr Salisbury, Wiltshire SP5 2QE	WT143043
Biffa Waste Services Limited	Dock Road South, Wirral CH62 4SQ	MS333442
Biffa Waste Services Limited	Bolton Road, Withnell, Chorley, Lancashire PR6 8BP	LA824492, LA862566
Biffa Holdings Limited	Hay Lane, Lydiard, Tregoeze, Swindon, Wiltshire SN4 9QT	WT126228

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## 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

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- (b) by way of first fixed equitable charge, all other Real Property belonging to it at the Debenture Date and all Real Property acquired by it in the future, and
- (c) by way of first fixed charge all
  - (i) Book Debts at the Debenture Date or in the future due, owing or payable to it, excluding those arising on fluctuating accounts with other members of the Group and except to the extent that such assets are, for the time being, effectively assigned by way of security pursuant to Clause 3 1 (*Assignments*) of the Debenture;
  - (ii) Bank Accounts<sup>1</sup> in which it has an interest at the Debenture Date or in the future,
  - (iii) Investments which are its property at the Debenture Date, including all proceeds of sale derived from them,
  - (iv) Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
  - (v) Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Investments,
  - (vi) Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Investments,
  - (vii) its uncalled capital and goodwill,
  - (viii) all Specified Intellectual Property belonging to it,
  - (ix) other Intellectual Property belonging to it at the Debenture Date including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
  - (x) Intellectual Property that may be acquired by or belong to it in the future including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
  - (xi) plant and machinery at the Debenture Date or in the future attached to any Real Property (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 2 (*Creation of fixed charge*) of the Debenture),
  - (xii) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Real Property,
  - (xiii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits at the Debenture Date or in the future held by or otherwise benefiting it, except to the extent that such assets are, for the time being, effectively assigned by way of security pursuant to Clause 3 1 (*Assignments*) of the Debenture,

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div style="text-align: right;"><b>Continuation Page 9</b></div> <p>(xiv) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any asset comprised within a fixed Charge except to the extent that such items are for the time being effectively assigned under Clause 3 1 (<i>Assignments</i>) of the Debenture, and</p> <p>(xv) rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of an asset comprised within a fixed Charge except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed Charge under the other provisions of the Debenture</p> <p>3 As security for the payment or discharge of all Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Agent by way of first floating charge its undertaking and all its assets, both present and future, except to the extent that such assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (<i>Assignments</i>) of the Debenture as set out above in this Form MG01 or effectively charged by any fixed Charge contained in Clause 3 2 (<i>Creation of fixed charge</i>) of the Debenture as set out above in this Form MG01, including any assets comprised within a charge which is reconverted under Clause 4 6 (<i>Reconversion</i>) of the Debenture as set out in paragraph 4 of this Form MG01 below</p> <p>4 Any floating Charge that has been converted to a fixed Charge by Clause 4 4 (<i>Conversion by notice</i>) or Clause 4 5 (<i>Automatic conversion</i>) of the Debenture may, by notice in writing given at any time by the Security Agent to the Charging Company (or the Company on its behalf), be reconverted into a floating Charge in relation to the Charged Assets specified in the notice</p> <p style="text-align: center;"><b>Covenants and Restrictions contained in the Debenture</b></p> <p>1 By Clause 5 (<i>Negative Pledge and other restrictions</i>) the Charging Company agreed that it would not</p> <p>(a) with the exception of Permitted Security, create or permit to subsist any Security or Quasi Security over any of its assets, or</p> <p>(b) with the exception of a Permitted Disposal, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any asset</p> <p>2 By Clause 11 3(b) (<i>Voting after a Declared Default</i>) the Charging Company agreed that, at any time after the occurrence of a Declared Default, any Derivative Rights shall, if received by the Charging Company or its nominee, be held on trust for and forthwith paid or transferred to the Security Agent or the Receiver</p> <p style="text-align: right;"><b>Continued ..</b></p>	

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## 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

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#### Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below

**"2010 Hedging Letter"** has the meaning given to that term in the Senior Facilities Agreement

**"Agent"** has the meaning given to that term in the Senior Facilities Agreement

**"Assigned Insurances"** means each of the Insurances listed below

Name of Chargor	Insurances
Biffa Limited	Primary – Bray Insurance Company Ltd – BICPD20102011 Reinsurer AFM
UK Waste Management Limited	Primary – Bray Insurance Company Ltd – BICPD20102011 Reinsurer AFM
Biffa Waste Management Limited	Primary – Bray Insurance Company Ltd – BICPD20102011 Reinsurer AFM
Biffa Corporate Holdings Limited	Primary – Bray Insurance Company Ltd – BICPD20102011 Reinsurer AFM
Reclamation and Disposal Limited	Primary – Bray Insurance Company Ltd – BICPD20102011 Reinsurer AFM
Biffa Waste Limited	Primary – Bray Insurance Company Ltd – BICPD20102011 Reinsurer AFM
Biffa UK Group Limited	Primary – Bray Insurance Company Ltd – BICPD20102011 Reinsurer AFM

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## 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

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#### Definitions continued

Biffa (UK) Holdings Limited	Primary – Bray Insurance Company Ltd – BICPD20102011  Reinsurer AFM
UK Waste Management Holdings Limited	Primary – Bray Insurance Company Ltd – BICPD20102011  Reinsurer AFM
Biffa UK Limited	Primary – Bray Insurance Company Ltd – BICPD20102011  Reinsurer AFM
Biffa Waste Services Limited	Primary – Bray Insurance Company Ltd – BICPD20102011  Reinsurer AFM
Biffa Holdings Limited	Primary – Bray Insurance Company Ltd – BICPD20102011  Reinsurer AFM

"Bank Accounts" of the Charging Company means all current, deposit or other accounts with any bank or financial institution in which at the Debenture Date or in the future it has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts including those listed opposite its name below

Name of Chagor	Bank Accounts
Biffa Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks, HP11 2BG Sort Code 20-40-71 Account Number as specified in the Debenture Account Name Biffa Ltd
Biffa Corporate Holdings Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks, HP11 2BG Sort Code 20-40-71 Account Number as specified in the Debenture Account Name Biffa Corporate Holdings Ltd

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## Particulars of a mortgage or charge

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

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#### Definitions continued

	Barclays Bank Plc 16 High Street High Wycombe Bucks, HP11 2BG Sort Code 20-40-71 Account Number as specified in the Debenture Account Name Biffa Corporate Holdings Ltd (Treasury – A/C)
	Barclays Bank Plc 16 High Street High Wycombe Bucks, HP11 2BG Sort Code 20-40-71 Account Number as specified in the Debenture Account Name Biffa Corporate Holdings Ltd Fibca
Biffa Waste Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks, HP11 2BG Sort Code 20-40-71 Account Number as specified in the Debenture Account Name Biffa Waste Ltd
Biffa Waste Services Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks, HP11 2BG Sort Code 20-40-71 Account Number as specified in the Debenture Account Name Biffa Waste Services Ltd (Euro A/C)  Barclays Bank Plc 16 High Street High Wycombe Bucks, HP11 2BG Sort Code 20-40-71 Account Number as specified in the Debenture Account Name Biffa Waste Services Ltd (GBP A/C)
Biffa Holdings Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks, HP11 2BG Sort Code 20-40-71 Account Number as specified in the Debenture Account Name Biffa Holdings Ltd

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## 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

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#### Definitions continued

**"Bonding Documents"** means

- (a) any Bonding Facility Agreement,
- (b) the Indemnity and all counter-indemnity agreements in respect of the Supplemental Bonding Facility Agreements (if any), and
- (c) any other document or agreement evidencing the Liabilities owed by any member of the Group to a Bonding Provider

**"Bonding Facility Agreement"** means the Original Bonding Facility Agreement and/or any Supplemental Bonding Facility Agreement

**"Bonding Liabilities"** means the Liabilities owed by any member of the Group to the Bonding Providers under or in connection with the Bonding Documents up to a maximum aggregate principal amount of £110,000,000

**"Bonding Provider"** means the Original Bonding Provider and any Supplemental Bonding Provider, as the case may be

**"Book Debts"** of the Charging Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the Debenture Date or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Debenture

**"Chargor"** means each company listed below

Name of Chargor	Registered Number	Address for Service and Fax Number
Biffa Limited	04081901	Coronation Road High Wycombe Buckinghamshire HP12 3TZ Attn Julian Bowden-Williams Fax 01494 463352
UK Waste Management Limited	01362615	As above
Biffa Waste Management Limited	01138022	As above

Continued ..

# 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

Continuation Page 14

#### Definitions continued

Biffa Corporate Holdings Limited	05656364	As above
Reclamation and Disposal Limited	00879315	As above
Biffa Waste Limited	04084432	As above
Biffa UK Group Limited	03650457	As above
Biffa (UK) Holdings Limited	03249158	As above
UK Waste Management Holdings Limited	02536345	As above
Biffa UK Limited	03650459	As above
Biffa Waste Services Limited	00946107	As above
Biffa Holdings Limited	01032104	As above

**"Company"** means Biffa Group Limited (formerly known as WasteAcquisitionco Limited) (a limited liability company incorporated in England and Wales with registration number 6409675)

**"Company Loan Agreement"** means any loan agreement documenting a loan made by any Chargor to any other member of the Target Group

**"Creditor"** has the meaning given to that term in the Intercreditor Agreement

**"Debenture Date"** means 13 August 2010

**"Declared Default"** means an Event of Default has occurred and is continuing and in relation to which a notice of acceleration has been delivered under clause 30 18 (*Acceleration*) of the Senior Facilities Agreement and/or clause 25 18 (*Acceleration*) of the Mezzanine Facility Agreement and/or in relation to which a demand has been made under clause 4 1 (*Cash Cover*) of the Indemnity (as defined in the Original Bonding Facility Agreement) or under any equivalent provision in the applicable Bonding Documents (but only to the extent that such demand is not made sooner than would have been the case if the equivalent provisions of the Indemnity (as defined in the Original Bonding Facility Agreement) had applied)

Continued..



# 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

Continuation Page 15

#### Definitions continued

**"Delegate"** means a delegate or sub-delegate appointed under Clause 18 2 (*Delegation*) of the Debenture

**"Derivative Rights"** includes

- (a) all rights relating to Investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (b) all other rights attaching or relating to Investments and all cash or other securities or investments in the future deriving from Investments or such rights

**"Event of Default"** means each of the events or circumstances set out in clause 30 (*Events of Default*) of the Senior Facilities Agreement and/or clause 25 (*Events of Default*) of the Mezzanine Facility Agreement and/or clause 4 3 (*Cash Cover*) of the Indemnity (as defined in the Original Bonding Facility Agreement) or under any equivalent provision in the applicable Bonding Documents (but only to the extent that such equivalent event of default is not triggered sooner than would have been the case if the provisions of the Indemnity (as defined in the Original Bonding Facility Agreement) had applied)

**"Finance Document"** means each Senior Finance Document and each Mezzanine Finance Document

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Group"** means the Company and each of its Subsidiaries for the time being, subject to Clause 26 10 (*Unrestricted Subsidiary*) of the Senior Facilities Agreement and Clause 21 10 (*Unrestricted Subsidiary*) of the Mezzanine Facility Agreement

**"Hedge Counterparty"** means a Lender or any other financial institution which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

**"Hedging Documents"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Charging Company or any other Borrower (as defined in the Senior Facilities Agreement) and a Hedge Counterparty on ISDA standard terms for the purpose of hedging interest rate liabilities in relation to the Term Facilities and, as the case may be, the Mezzanine Facility in accordance with the Hedging Letter delivered to the Agent under Clause 4 1 (*Initial conditions precedent*) of the Senior Facilities Agreement

**"Hedging Letter"** has the meaning given to that term in the Senior Facilities Agreement

**"Indemnity"** has the meaning given to that term in the Original Bonding Facility Agreement

**"Insolvency Representative"** means any liquidator, administrator, receiver, receiver and manager, administrative receiver, custodian, trustee or similar officer in any jurisdiction

Continued...

# 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

Continuation Page 16

#### Definitions continued

**"Insurances"** of the Charging Company means all contracts and policies of insurance of any kind at the Debenture Date or in the future taken out by or on behalf of it or (to the extent of its interest) in which at the Debenture Date or in the future it has an interest, including those Assigned Insurances listed opposite its name within the definition of "Assigned Insurances"

**"Intercreditor Agreement"** means the intercreditor agreement dated 15 April 2008 as amended by an amendment agreement dated 30 April 2008 and made between the Charging Company, the other Obligors, the Security Agent, HSBC Bank plc as senior agent, HSBC Bank plc, Bank of Scotland plc, Credit Suisse, London Branch, Barclays Capital, the investment banking division of Barclays Bank PLC, and The Royal Bank of Scotland plc (as senior arrangers and mezzanine arrangers), Intermediate Capital Group plc as mezzanine agent, the Lenders, the Mezzanine Lenders, the Ancillary Lenders, the Hedge Counterparties, the Parent and certain others (each term as defined in the Intercreditor Agreement)

**"Intellectual Property"** of the Charging Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which at the Debenture Date or in the future it owns or (to the extent of its interest) in which at the Debenture Date or in the future it has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

**"Investments"** of the Charging Company means those investments listed opposite its name below (if any) together with

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,

in each case at the Debenture Date or in the future owned by it or (to the extent of its interest) in which at the Debenture Date or in the future it has an interest

Name of Chargor	Investment
Biffa Limited	441,727,002 shares of £0 0001 each in Biffa Corporate Holdings Limited
	1 ordinary share of £1 each in Biffa Shelfco Limited
UK Waste Management Limited	1,500 ordinary shares of £1 each in Pilmuir Waste Disposal Limited
	151 ordinary shares of £1 each in Loristan Services Limited

Continued

# 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

Continuation Page 17

#### Definitions continued

Biffa Waste Management Limited	2 ordinary shares of £1 each in Biffa (Rock Common) Limited
	28,050 1 <sup>st</sup> ordinary shares of £1 each, 26,950 2 <sup>nd</sup> ordinary shares of £1 each and 45,900 deferred ordinary shares of £1 each in Biffa (Roxby) Limited
	250,000 5% deferred shares of £1 each and 250,000 ordinary shares of 10p each in Norwaste Limited
	1,551,000 ordinary shares of £1 each in Waste Clearance (Holdings) Limited
Biffa Corporate Holdings Limited	150,100, 000 ordinary shares of 1p each in Biffa Waste Limited
	275,659,000 ordinary shares of £1 each in Reclamation and Disposal Limited
	1 ordinary share of £1 in Biffa Leicester Limited
	100,000 ordinary shares of £1 each in Hales Waste Control Limited
	1,000 ordinary shares of £1 each and 1,000 deferred shares of £1 each in White Cross Limited
	1 ordinary shares of £1 each in Cressex Insurance Services Limited
Biffa UK Group Limited	1 ordinary shares of £1 each in Biffa West Sussex Holdco Limited
Reclamation and Disposal Limited	301,459,000 ordinary shares of £1 each in Biffa Holdings Limited
Biffa UK Group Limited	150,000,100 ordinary shares of £1 each in Biffa UK Limited
Biffa (UK) Holdings Limited	326,259,464 ordinary shares of £1 each in UK Waste Management Holdings Limited

Continued...

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## 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

Continuation Page 18

#### Definitions continued

UK Waste Management Holdings Limited	10,000 ordinary shares of 1p each in Photodigit Limited
	2 ordinary shares of £1 each in Practical Recycling Systems Limited
	1,705 'A' shares of £1 each, 1,705 'B' shares of £1 each and 1,056 'C' shares of £1 each in R A Johnson (Haulage) Limited
	164,700 'A' shares of 5p each and 25,300 'C' shares of 5p each in S C S Contractors Limited
	7,500,000 ordinary shares of £1 each in UK Waste Management Limited
	3,000 ordinary shares of £1 each and 3 non voting shares of £1 each in W R Pollard & Son Limited
	100 ordinary shares of £1 each in Waterblast Limited
	2 ordinary shares of £1 each in B Holmes (Graded Papers) Limited
	100 ordinary shares of £1 each in Biffa Waste Management Limited
	27,000 'A' shares of £1 each, 21,600 'B' shares of £1 each, 32,400 'C' shares of £1 each, 32,400 'C' preference shares of £1 each in Clarfield Recycling Limited
	25,000 ordinary shares of £1 each in A Smith & Sons (Waste Disposal) Limited
Biffa UK Limited	10,000 ordinary shares of £1 each in Interport Paper Company Limited
	100 ordinary shares of £1 each in Megastock Limited
	120,000,000 ordinary shares of £1 each in Biffa (UK) Holdings Limited

Continued...

# 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

Continuation Page 19

#### Definitions continued

Biffa Waste Services Limited	100 ordinary shares of £1 each in Biffa Pension Scheme Trustees Limited
	500 ordinary A shares of £1 each and 500 ordinary B shares of £1 each in Biogeneration Limited
Biffa Holdings Limited	8,000 ordinary shares of £1 each in Barge Waste Management Limited
	130 ordinary shares of £1 each in Bushscale Limited
	244,000 ordinary shares of £1 each in Poplars Resource Management Company Limited
	1,000 ordinary shares of £1 each in Richard Biffa (Reclamation) Limited
	1,000 ordinary shares of £1 each in Richard Biffa Limited
	27,500 ordinary shares of £1 each in Biffa Environmental Technology Limited
	503,660,000 ordinary shares of £1 each in Biffa Waste Services Limited
	17,150 ordinary shares of £1 each and 17,150 deferred ordinary shares of £1 each in Descaling Contractors Limited
	536,200 deferred ordinary shares of 1p each and 5,362 ordinary shares of 1p each in Exclusive Cleansing Services Limited
	8 ordinary shares of £1 each in Fernmead Limited
	100 shares in Island Waste Services Limited
	35,245 ordinary shares of £1 each and 6,786 'A' shares of £1 each in M Joseph & Son (Birmingham) Limited

"Land Registry" means the statutory body responsible for recording details of land and property in England and Wales

Continued.

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## 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

Continuation Page 20

#### Definitions continued

**"Lender"** has the meaning given to that term in the Senior Facilities Agreement

**"Liabilities"** means all present and future liabilities and obligations at any time of any Obligor to any Creditor, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any relevant Document together with any related interest, fees and costs,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Obligor (or an Insolvency Representative of any Obligor) of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above for any discharge, non provability or unenforceability of those amounts in any insolvency or other proceedings, subject, in the case of the Pensions Secured Liabilities, to the maximum aggregate amount contained in Clause 5 4 (*Guarantee*) of the Intercreditor Agreement

**"Mezzanine Facility"** means the mezzanine loan facility made available under the Mezzanine Facility Agreement

**"Mezzanine Facility Agreement"** means the mezzanine facility agreement dated 15 April 2008 as amended on 30 April 2008, 4 June 2008 and on 6 August 2010 between the Charging Company and the Original Guarantors named therein, Bank of Scotland plc, Barclays Capital (the investment banking division of Barclays Bank PLC), Credit Suisse, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as the Arrangers and Original Lenders, Intermediate Capital Group plc as agent and the Security Agent (each term as defined in the Mezzanine Facility Agreement unless otherwise defined in this Form MG01)

**"Mezzanine Finance Documents"** means the Mezzanine Facility Agreement, any accession letter under the Mezzanine Facility Agreement, the Secured Documents, the Intercreditor Agreement, any fee letters setting out any of the fees referred to in the Mezzanine Facility Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the Mezzanine Facility Agreement, the Mezzanine Amendment and Restatement Agreement, the 2010 Hedging Letter and any other document which is designated a "Mezzanine Finance Document" or "Finance Document" (each term as defined in the Mezzanine Facility Agreement unless otherwise defined in this Form MG01) by the Company and the mezzanine agent under the Mezzanine Facility Agreement

**"Mezzanine Finance Parties"** means the Mezzanine Lenders, the Mezzanine Agent, the Arrangers and (after the Senior Discharge Date, as defined in the Intercreditor Agreement), the Security Agent (each term as defined under the Mezzanine Facility Agreement unless otherwise stated)

Continued.

# 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

Continuation Page 21

#### Definitions continued

**"Obligor"** means the Company, each Chargor and any other subsidiary of the Company which becomes a party to the Intercreditor Agreement as an Obligor in accordance with the terms of Clause 22 (*Change of Party*) of the Intercreditor Agreement

**"Original Bonding Facility Agreement"** means the bonding facility agreement dated on or around the date of the Intercreditor Agreement and made between the Company and the Original Bonding Provider

**"Original Bonding Provider"** means Zurich and Zurich Insurance Company (and any Affiliate of Zurich which has executed a deed of accession in substantially the form set out in Schedule 2 (*Form of Lender Accession Undertaking*) and delivered the same to the Security Agent) as provider of bonding facilities to the Charging Company or any other member of the Group pursuant to the Original Bonding Facility Agreement

**"Pensions Finance Documents"** means the Intercreditor Agreement and the Security Documents

**"Pensions Secured Liabilities"** means the Liabilities owed by any Obligor to the Pensions Trustee pursuant to Clause 5.4 (*Guarantee*) of the Intercreditor Agreement up to a maximum aggregate principal amount of £30,000,000

**"Pensions Trustee"** means the trustees of the pension schemes of the Target Group

**"Permitted Disposal"** has the meaning given to that term in the Senior Facilities Agreement

**"Permitted Security"** has the meaning given to that term in the Senior Facilities Agreement

**"Priority Creditors"** means the Senior Creditors and the Mezzanine Finance Parties

**"Quasi Security"** has the meaning given to that term in the Senior Facilities Agreement

**"Real Property"** means any freehold and leasehold property in England and Wales including freehold and leasehold property and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**"Receiver"** means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

**"Secured Documents"** means

- (a) the Finance Documents,
- (b) the Hedging Documents,
- (c) the Bonding Documents, and
- (d) the Pensions Finance Documents

Continued...

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## 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

Continuation Page 22

#### Definitions continued

**"Secured Liabilities"** means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to the Secured Parties under or in connection with any Secured Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) subject, in the case of the Bonding Liabilities and the Pensions Secured Liabilities, to the maximum aggregate amount contained in the definition of Bonding Liabilities and Clause 5.4 (*Guarantee*) of the Intercreditor Agreement respectively

**"Secured Parties"** means the Security Agent, any Receiver or Delegate, and each of the Agents (as defined in the Intercreditor Agreement) and the Priority Creditors from time to time

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Documents"** means the documents under which the Security provided to the Security Agent is granted in accordance with the Security Principles

**"Security Principles"** means the principles set out in Schedule 13 (*Security Principles*) to the Senior Facilities Agreement

**"Senior Creditors"** means the Senior Finance Parties, the Hedge Counterparties, the Bonding Provider and the Pensions Trustee

**"Senior Facilities Agreement"** means the senior facilities agreement dated 15 April 2008 as amended on 4 June 2008 and 6 August 2010 between the Charging Company, the Original Borrowers and Original Guarantors named therein, Bank of Scotland plc, Barclays Capital (the investment banking division of Barclays Bank PLC), Credit Suisse, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as the Arrangers and Original Lenders, HSBC Bank plc as agent, the Security Agent and HSBC Bank plc as Issuing Bank (each term as defined in the Senior Facilities Agreement unless otherwise defined in this Form MG01)

**"Senior Finance Document"** means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Secured Document, any Utilisation Request and any other document (each term as defined in the Senior Facilities Agreement unless otherwise defined in this MG01) designated as a "Senior Finance Document" or "Finance Document" by the Agent and the Company

**"Senior Finance Parties"** means each Senior Lender, the Senior Agent, the Security Agent and the Arrangers (each term as defined in the Senior Facilities Agreement unless otherwise defined in this Form MG01)

Continued ..



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## 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

Continuation Page 23

#### Definitions continued

"Specified Intellectual Property" means the Intellectual Property listed below

Name of Chargor	Trademark	Country	Application / Registration Number
Biffa Waste Services Limited	WASTE-SAFE (word and design)	United Kingdom	2418423B
Biffa Waste Services Limited	WASTE-SAFE (word only)	United Kingdom	2418423A
Biffa Waste Services Limited	BIFFA (word only)	United Kingdom	2389970
Biffa Waste Services Limited	BIFFA WASTEBAG (word only)	United Kingdom	2366637
Biffa Waste Services Limited	BIFFA SKIPBAG (word only)	United Kingdom	2366636
Biffa Waste Services Limited	HALES SKIPBAG HALES SKIPBAG (word and design)	United Kingdom	2288165
Biffa Waste Services Limited	Biffaward Biffaward (word and design)	United Kingdom	2177054
Biffa Waste Services Limited	Biffpack Biffpack (word and design)	United Kingdom	2139943
Biffa Waste Services Limited	BACKTRACK (word only)	United Kingdom	1523392
Biffa Waste Services Limited	HALES WASTE CONTROL (word and design)	United Kingdom	1510747

Continued ..

# 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

Continuation Page 24

#### Definitions continued

Biffa Waste Services Limited	HALES WASTE CONTROL WASTE-SAFE (word and design)	United Kingdom	1510308
Biffa Waste Services Limited	BIFFA (word only)	United Kingdom	1391830
Biffa Waste Services Limited	WASTEATER (word only)	United Kingdom	1384397
Biffa Waste Services Limited	HAZWASTE (word only)	United Kingdom	1326982
Biffa Waste Services Limited	BIFFA (word only)	United Kingdom	1296479
Biffa Waste Services Limited	WASTEATER (word only)	United Kingdom	1131765
UK Waste Management Limited	HAZPAK (word only)	United Kingdom	1482088

**"Subsidiary"** means in relation to any company, corporation or other legal entity (a **"holding company"**), a company, corporation or other legal entity

- (a) which is controlled, directly or indirectly, by the holding company,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

**"Supplemental Bonding Facility Agreement"** has the meaning given to it in paragraph (b) of Clause 22 4 (*Change of Bonding Provider*) of the Intercreditor Agreement

**"Supplemental Bonding Provider"** has the meaning given to it in paragraph (b) of Clause 22 4 (*Change of Bonding Provider*) of the Intercreditor Agreement

Continued

# MG01 - continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

Continuation Page 25

**Definitions continued**

**"Target"** means Biffa Limited (formerly Biffa plc), a company incorporated under the law of England and Wales with registered number 4081901

**"Target Group"** means the Target and its Subsidiaries from time to time

**"Term Facility"** has the meaning given to that term in the Senior Facilities Agreement

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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

Not applicable

**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 866)

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 870). 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 *Hagen Lorus Htendend LP.* X

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

# MG01

## 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 F3/MJC/BAFG/R4537.00428

Company name  
Hogan Lovells International  
LLP

Address Atlantic House

50 Holborn Viaduct

London

Post town

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



### 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)**



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

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

**COMPANY NO. 2536345  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 AUGUST  
2010 AND CREATED BY UK WASTE MANAGEMENT HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY OBLIGOR TO THE SECURED PARTIES ON ANY  
ACCOUNT WHATSOEVER 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 20 AUGUST  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 AUGUST 2010

OK



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES