

COMPANIES FORM No. 395**Particulars of a mortgage or charge****395****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[19]

02674169

Name of company

* WasteNotts (Reclamation) Limited (the "Company")

Date of creation of the charge

15 December 2004

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

The debenture dated 15 December 2004 (the "Debenture") made between, inter alios, the Company and The Bank of New York as second secured note trustee (the "Second Secured Note Trustee").

Amount secured by the mortgage or charge

Please refer to Part 2 of the attached Continuation Sheet.

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

The Bank of New York
One Canada Square
48th Floor
London

Postcode E14 5AL

Presentor's name address and
reference (if any):Slaughter and May (Ref:PCS/KZE)
One Bunhill Row
London
EC1Y 8YY**PLEASE RETURN VIA
CH LONDON COUNTER**For official Use
Mortgage Section

Time critical reference

Short particulars of all the property mortgaged or charged

Please refer to Part 3 of the attached Continuation Sheet.

Part 4 of the attached Continuation Sheet contains covenants by, and restrictions on, the Company which protect and further define the Charges and which must be read as part of the Charges.

N.B. Please refer to Part 1 of the attached Continuation Sheet for definitions.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Shanghae and May

Date 23 December 2004

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Continuation Sheet to Form 395

PART 1 Definitions

In this form 395, so far as the context admits, the following expressions have the following meanings:

"Acquisitions" means WRG Acquisitions Plc, a public limited company incorporated under the laws of England and Wales with company number 04731536 (formerly known as Cholet Acquisitions Limited);

"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986;

"Aldeby Restricted Property" means the freehold land on the north west side of St. Mary's Road, Aldeby registered at H.M. Land Registry under Title Number KN189961;

"Book Debts" means all book and other debts and monetary claims now or subsequently due or owing to the Company, the proceeds of the same and the benefit of all Investments, Liens and guarantees or other rights of any nature now or subsequently enjoyed or held by it in relation thereto;

"Charged Assets" means the assets from time to time the subject of any Liens created or purported to be created by or pursuant to the Debenture and, where the context permits, the proceeds of sale of such assets;

"Charged Investments" means Investments forming part of the Charged Assets;

"Charged Property" means all freehold and leasehold property forming part of the Charged Assets;

"Charges" means Liens from time to time created by or pursuant to the Debenture;

"Cinergy" means Cinergy Global Trading Limited;

"Cinergy Contract" means the agreement dated 1 May 2002 between Waste Recycling Group Limited (formerly Waste Recycling Group plc) and Cinergy;

"Cinergy Properties" means those Properties which the Cinergy Contract provides may not be subject to a Lien without the consent of Cinergy including, without limitation, (i) freehold and leasehold land at the Darrington landfill site, Darrington Leys, (ii) leasehold land at Cridlington Stubbs, Knottingly, Yorkshire WF11 0AH and (iii) freehold land at the Aveley Waste to Energy Plant, Sandy Lane, Aveley, Essex RM15 4HL;

"Delegate" means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 9.3 (*Delegation*) of the Debenture;

"EA Account" means the bank account(s) defined as the **"Account"** pursuant to the bank mandate agreement dated 21 October, 2004 between Waste Recycling Group Plc (then Waste Recycling Group Limited), The Environment Agency and The Governor and Company of the Bank of Scotland;

"Escrow Security" has the meaning given to such term in the Facilities Agreement;

"Event of Default" means any of the events specified in the Facilities Agreement;

"Excluded Account" means any bank account which is subject to Escrow Security;

"Excluded Contract" means an agreement the terms of which either preclude absolutely the Company from creating any Lien over the benefit of or from assigning its rights arising from such agreement or requiring the consent of any third party prior to the creation of such Lien or to the assignment of such rights and such consent shall not have been previously obtained;

"Excluded Eastcroft Assets" means all equipment and other assets relating to the Eastcroft Incineration Complex;

"Excluded Gas Assets" means all gas collection facilities and related assets in respect of which the Company is precluded under a NFFO Contract from creating any Lien;

"Excluded JV Investments" means the Investments in respect of the Excluded Joint Ventures described in Section 2 of Part 6 (*Excluded Joint Ventures*);

"Facilities Agreement" means the facilities agreement dated 9th June 2003 between inter alios, WRG Investments Limited (formerly registered as Cholet Investments Limited), Acquisitions, Barclays Capital and Merrill Lynch International as Joint Mandated Lead Arrangers and Syndication Agents, the Original Lenders and Barclays Bank PLC as Facility Agent and Security Agent as amended by an amendment letter dated 11th June, 2003, and an amendment letter dated 11th August, 2003, as amended and waived by an amendment and waiver letter dated 29th March, 2004, as amended and restated by a supplemental agreement dated 26th August, 2004, as amended and restated by a second supplemental agreement dated 9th December, 2004 and as further amended, restated and supplemented from time to time;

"Fixed Rate Notes" means the high yield notes issued under the Fixed Rate Note Indenture;

"Fixed Rate Note Indenture" means the indenture dated 15 December, 2004 pursuant to which any Fixed Rate Note was issued;

"Fixtures" means trade and other fixtures and fittings and fixed plant, machinery and other apparatus;

"Group" and **"Group Company"** means Acquisitions and its subsidiaries at that time;

"Hedging Agreements" means agreements entered into with the Hedging Lenders for the purpose of hedging interest rate and currency risk in relation to the Term Facilities, the Second Secured Notes and/or the Fixed Rate Notes;

"Hedging Lender" means any Lender, any other Finance Party or any affiliate of any Lender or any other Finance Party in its capacity as provider of interest rate and currency hedging in relation to the Term Facilities, the Second Secured Notes and/or the Fixed Rate Notes and which provides such hedging under the Hedging Agreements (and, for the avoidance of doubt, a Hedging Lender shall be or continue to be a Hedging Lender for the purposes of the Finance Documents in the event that its commitments under the Facilities Agreement are zero or are reduced to zero);

"Insurances" means all benefits, rights and interest of the Company under or in respect of any present or future contract or policy of insurance;

"Intellectual Property" means all patents and patent applications, trade and service marks and trade and service mark applications, all brand and trade names, all copyrights (including any rights in computer software) and rights in the nature of copyrights, all design rights, all registered designs, and applications for registered designs, domain name rights, trade secrets, know-how and all other intellectual property rights throughout the world or interests in any of the foregoing, and all rights under any agreements relating to the use or exploitation of any such rights in each case of the Company;

"Intercompany Loan Agreements" means all the loans between members of the Group in respect of which the Company is the lender;

"Intercreditor Deed" means the intercreditor deed dated 9 June, 2003 as amended by amendment deeds dated 5 August, 2003, 10 September, 2003 and 26 August, 2004 and as amended and restated on 15 December 2004, pursuant to which the Company, inter alios, agreed to the ranking and priority of certain liabilities and security interests of the Obligors;

"Investment" means any debenture, bond, share, stock, certificate of deposit or other security now or in the future owned at law or in equity by the Company and all dividends, interest and other moneys paid or payable in respect thereof and all rights, moneys and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise;

"Leasehold Restricted Property" means each leasehold property held by the Company under a lease the terms of which either preclude absolutely the Company from creating any Lien over its leasehold interest in such property or require the consent of any third party prior to the creation of such Lien where such consent shall not have been previously obtained and shall include without limitation the properties listed in Section 2 of Part 5;

"Lien" means any mortgage or deed of trust, charge, pledge, lien (statutory or otherwise), privilege, security interest, hypothecation, assignment for security, claim, or preference or priority or other encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired. A Person will be deemed to own subject to a Lien any property which such Person has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement;

"Local Authority Contract" means any agreement entered into by the Company with a local authority pursuant to which the Company agrees to provide for the disposal of waste by means of either landfill or incineration;

"Material After-Acquired Property" means any Property acquired by the Company after the date of the Debenture which is a land fill site in respect of which there is in excess of 2 million cubic metres of fully consented void capacity;

"Material Contracts" means the Local Authority Contracts and any other agreement designated as such by the Second Secured Note Trustee and Acquisitions at the date of the Debenture or thereafter;

"NFFO Contract" means any non-fossil fuel obligation agreement to which the Company is a party;

"Notice of Document Assignment" means a notice of assignment in the form set out in Part 2 of Schedule 5 of the Debenture;

"Notice of Document Charging" means a notice of charging in the form set out in Part 1 of Schedule 5 of the Debenture;

"Obligors" means Acquisitions, the companies detailed in Part 7 and any Group Company which accedes to the Debenture pursuant to Clause 24 (*Assignment and New Charging Companies*) of the Debenture, and any subsidiary of the Charging Companies that gives any guarantee or creates any Liens in favour of the Second Secured Note Trustee or any other Second Secured Creditor in respect of the Second Secured Note Liabilities (or any of them);

"Permitted Liens" means those specified in the Second Secured Note Indenture;

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organisation or government or any agency or political subdivision thereof;

"Personal Chattels" means plant, machinery, equipment, goods and other personal chattels (including all spare parts, replacements, modifications and additions) but not Fixtures on Property charged under the Debenture or stock in trade or work in progress;

"Property" means freehold and leasehold property in England or Wales and other real estate anywhere in the world, and any reference to any charges over Property or any estate or interest therein includes a charge over:

- (a) the benefit of any covenant for title given or entered into by any predecessor in title of the Company in respect of that Property and any moneys paid or payable in respect of those covenants;
- (b) all buildings and Fixtures on the Property; and
- (c) the proceeds of sale of all or any part thereof,

(the assets referred to in paragraphs (a), (b) and (c) being **"Related Property Rights"**);

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Second Secured Note Trustee pursuant to the Debenture;

"Relevant Documents" means the Hedging Agreements, the Insurances and the Intercompany Loan Agreements;

"Scheduled Investments" means the Investments described in Section 1 of Part 6;

"Scheduled Property" means the Property described in Section 1 of Part 5 and all Related Property Rights;

"Second Secured Creditors" means the Second Secured Noteholders and the Second Secured Note Trustee;

"Second Secured Note Documents" means the Second Secured Note Indenture, the Second Secured Notes, the Second Secured Note Security, the Second Secured Note Guarantees and any other document entered into in connection with the Second Secured Notes;

"Second Secured Note Guarantees" means the guarantees granted in favour of the Second Secured Note Creditors pursuant to the Intercreditor Deed;

"Second Secured Note Indenture" means the indenture dated 15 December, 2004 pursuant to which the Second Secured Notes were issued;

"Second Secured Note Trustee" means The Bank of New York (and its successors) in its capacity as note trustee for the Second Secured Noteholders;

"Second Secured Noteholders" means the holders, from time to time, of the Second Secured Notes;

"Second Secured Notes" means the second secured floating rate notes issued by Acquisitions pursuant to the Second Secured Note Indenture;

"Second Secured Note Security" means Liens granted in favour of the Second Secured Note Trustee as trustee for the Second Secured Noteholders pursuant to the Intercreditor Deed;

"Site Waste Management Licences" means any waste management licence issued by the Environmental Agency to the Company in relation to a specified site.

PART 2
Amount Secured by the Mortgage or Charge

The payment of all present and future obligations and other liabilities of any nature of each Obligor due, owing or incurred under the Second Secured Note Documents (or any of them) to the Second Secured Creditors and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Second Secured Note Documents or in relation to any further issues of Second Secured Notes under the Second Secured Note Documents), and whether indebtedness or liabilities originally owed to all or any of the Second Secured Creditors and/or any Receiver actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.3 (*Interest*) of the Debenture), after as well as before judgment, and all costs, charges and expenses incurred in connection therewith which are payable by the relevant Obligor in accordance with the terms of the Second Secured Note Documents, in each case, and notwithstanding any other provision of the Debenture except for any obligations or liabilities which, if they did form part of the Second Secured Note Liabilities, would result in the Debenture (or any part thereof) constituting unlawful financial assistance in contravention of section 151 of the Companies Act 1985 (together, the **"Second Secured Note Liabilities"**).

PART 3
Short Particulars of all property mortgaged or charged

1. **Security Interests: Property:** Pursuant to Clause 3.2 (*Property*) of the Debenture, the Company, as security for the payment of all Second Secured Note Liabilities charged and agreed to charge:
 - (a) by way of second legal mortgage, the Scheduled Property other than (i) any Leasehold Restricted Property, the Aldeby Restricted Property or the Cinergy Properties, in relation to which the provisions of Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging, the Aldeby Restricted Property and Cinergy Properties*) of the Debenture (as set out in paragraph 12 of this Part 3 of the Continuation Sheet) shall apply and (ii) any Excluded Gas Assets; and
 - (b) by way of second fixed charge, all estates or interests now or subsequently belonging to it in or in relation to, any Scheduled Property and any Material After-Acquired Property (save to the extent charged by paragraph (a) above) other than any Leasehold Restricted Property the Aldeby Restricted Property or the Cinergy Properties, in relation to which the provisions of Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging the Aldeby Restricted Property and Cinergy Properties*) of the Debenture (as set out in paragraph 12 of this Part 3 of the Continuation Sheet) shall apply.
2. **Security Interests: Investments:** Pursuant to Clause 3.3 (*Investments*) of the Debenture, the Company, as security for the payment of all Second Secured Note Liabilities, charged by way of second fixed charge all of its Investments (including the Scheduled Investments) now or subsequently belonging to it or held by any nominee on its behalf other than the Excluded JV Investments.
3. **Security Interests: Book Debts:** Pursuant to Clause 3.4 (*Book Debts*) of the Debenture, the Company, as security for the payment of all Second Secured Note Liabilities (and subject to Clause 5.3(c) (*Book Debts*) of the Debenture which provides that except when the Charges are enforceable in accordance with Clause 6.2(b) (*Enforceability of Security*) of the Debenture, any moneys in respect of the Book Debts received by the Company shall be automatically released from the fixed charge created by Clause 3.4 (*Book Debts*) of the Debenture and shall only be subject to the floating charge created by Clause 3.11 (*Floating Charge*) of the Debenture and the Company shall be free to apply those monies as it sees fit subject to any applicable restrictions set out in the Second Secured Note Documents, charged by way of second fixed charge, all rights which it may have now or subsequently in respect of any Book Debts.
4. **Security Interests: Intellectual Property:** Pursuant to Clause 3.5 (*Intellectual Property*) of the Debenture, the Company, as security for the payment of all Second Secured Note Liabilities, charged (to the extent not prohibited to do so by the terms on which such Intellectual Property is held by it) by way of second fixed charge all rights in respect of Intellectual Property now or subsequently belonging to it.

5. **Security Interests: Plant and Machinery:** Pursuant to Clause 3.6 (*Plant and Machinery*) of the Debenture, the Company, as security for the payment of all Second Secured Note Liabilities, charged by way of second fixed charge all of its Personal Chattels now or subsequently belonging to the Company and its interests in any such Personal Chattels in its possession other than the Excluded Eastcroft Assets in relation to which the provisions of Clause 3.17 (*Excluded Eastcroft Assets*) of the Debenture (as set out in paragraph 14 of this Part 3 of the Continuation Sheet) shall apply, and the Excluded Gas Assets.

6. **Security Interests: Contracts:** Pursuant to Clause 3.7 (*Contracts*) of the Debenture (and subject to Clause 5.7 (*Payments under Contracts*) of the Debenture which provides that except when the Charges are enforceable in accordance with Clause 6.2(b) (*Enforceability of Security*) of the Debenture, any monies in respect of the Material Contracts or other matters referred to in Clause 3.7 (*Contracts*) or 3.9(c) (*Other Charges*) of the Debenture (together, the "**Relevant Contracts**") received by the Company shall be automatically released from the fixed charge created by Clause 3.7 (*Contracts*) of the Debenture and shall only be subject to the floating charge created by Clause 3.11 (*Floating Charge*) of the Debenture and the Company shall be free to apply those monies and exercise its rights under the Relevant Contracts as it sees fit, subject to any applicable restrictions set out in the Second Secured Note Documents), the Company, as security for the payment of all Second Secured Note Liabilities, charged and agreed to charge by way of second fixed charge all its rights (including, without limitation, the right to receive any compensation) now or subsequently of the Company in respect of:
 - (a) the Material Contracts and any other agreement to which it is party;
 - (b) any warranty, bond, guarantee or letter of credit issued in its favour;
 - (c) any bill of exchange or any other negotiable instrument held by it,

(to the extent that the same are not otherwise subject to an effective fixed charge or security assignment pursuant to the Debenture) but excluding any Excluded Contract in relation to which the provisions of Clause 3.15 (*Material Contracts Containing Prohibition on Charging*) of the Debenture (as set out in paragraph 13 of this Part 3 of the Continuation Sheet) shall apply.

7. **Security Interests: Pension Funds:** Pursuant to Clause 3.8 (*Pension Fund*) of the Debenture, the Company, as security for the payment of all Second Secured Note Liabilities, charged (to the extent not prohibited to do so by the terms applicable to such interests, claims or rights) by way of second fixed charge any interest, claim or right which it has now or subsequently in respect of any pension fund or plan.

8. **Security Interests: Other Charges:** Pursuant to Clause 3.9 (*Other Charges*) of the Debenture, the Company, as security for the payment of all Second Secured Note Liabilities, charged by way of second fixed charge:
 - (a) all its uncalled capital;

- (b) all its goodwill; and
- (c) subject to Clause 5.7 (*Payments under Contracts*) of the Debenture (the terms of which are summarised in paragraph 6 above), the Site Waste Management Licences and (to the extent it is permitted to do so by the terms applicable to the same) any other authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof).

9. **Security Interests: Charge over Relevant Documents:** Pursuant to Clause 3.10 (*Charge over Relevant Documents*) of the Debenture, the Company, as security for the payment of all Second Secured Note Liabilities, charged by way of fixed charge all the rights and interest present or future of the Company in respect of the Relevant Documents (other than any Insurances which relate to any third party liability, employees' liability, public liability or any directors and officers insurance (together, the "**Excluded Insurances**")) together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents.

Following the Senior Discharge Date, the Company assigned by way of security (subject to the right to reassignment on redemption pursuant to Clause 16.7 (*Redemption*) of the Debenture and, in the case of any Insurances which constitute an Excluded Material Contract, to obtaining the relevant third party consent in accordance with Clause 3.15 (*Material Contracts Containing Prohibition on Charging*) of the Debenture) to the Second Secured Note Trustee all rights and interest present or future of the Company in respect of the Relevant Documents (other than any Insurances which relate to any third party liability, employees' liability, public liability or any directors and officers insurance (together, the "**Excluded Insurances**")) together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents.

Until the Charges are enforceable in accordance with Clause 6.2(b) (*Enforceability of Security*) of the Debenture and the Second Secured Note Trustee serves a notice to the contrary in accordance with a Notice of Document Charging or Notice of Document Assignment, the Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the provisions of the Intercreditor Deed and the other provisions of the Debenture.

10. **Security Interests: Floating Charge:** Pursuant to Clause 3.11 (*Floating Charge*) of the Debenture:

- (a) The Company, as security for the payment of all Second Secured Note Liabilities, charged by way of second floating charge, its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture (other than the Leasehold Restricted Properties, the Aldeby Restricted Property, the Cinergy Properties, the Excluded Contracts, the Excluded Insurances, the Excluded Accounts, the Excluded JV Investments, the Excluded Gas Assets and the Excluded Eastcroft Assets). The floating charge created by the Company under the Debenture shall:

- (i) except as otherwise agreed in writing by the Second Secured Note Trustee and subject to the Senior Security, rank in priority to any other Lien which shall subsequently be created or permitted to arise by the Company (other than any Lien as permitted under sub-clauses (c), (e), (f), (g), (j), (v), and to the extent that it applies only applies to any Lien described in sub-clauses (c), (e), (f), (g), (j) and (v), sub-clause (w) of the definition of "**Permitted Liens**" set out in the Second Secured Note Indenture) or any Lien created by a Receiver appointed under the Debenture; and
 - (ii) be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.
- (b) Notwithstanding the provisions of Clause 6.2(b) (*Enforceability of Security*) of the Debenture, the Second Secured Note Trustee may by notice to the Company convert the floating charge created by the Company pursuant to Clause 3.11 (*Floating Charge*) of the Debenture into a fixed charge as regards such assets (other than any heritable property located in Scotland) as may be specified (whether generally or specifically) in such notice if:
 - (i) an Event of Default is outstanding and continuing unremedied and unwaived; or
 - (ii) the Second Secured Note Trustee reasonably considers those assets to be in jeopardy of being seized or sold pursuant to any distress, attachment, execution, sequestration or other legal process,

subject to the provisions of the Intercreditor Deed and the Second Secured Note Indenture.
- (c) Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charge created under Clause 3 (*Liens*) of the Debenture will crystallise under general law) but subject always to Clause 1.9 (*Intercreditor Deed and Second Secured Note Documents*):
 - (i) if any person presents or makes an application for a writ of execution, writ of *fiery facias*, garnishee order or charging order or otherwise levies or attempts to levy any distress, execution, attachment, expropriation, sequestration or other legal process against any of the assets which are charged by way of the second floating charge of the Company; or
 - (ii) the Company or any other Obligor breaches Clause 5.1(a) (*General Restrictions and Obligations*) of the Debenture; or
 - (iii) a petition is presented for the winding up or administration in relation to any Obligor which is not discharged within 28 days (in the case of a winding up petition) or 5 days (in the case of a petition for an administration order) or in any event before such petition is heard; or

- (iv) an Administrator or Receiver is appointed in respect of any Obligor or the Second Secured Note Trustee receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Obligor,

then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards such assets.

- (d) No floating charge created by Clause 3 (*Liens*) of the Debenture may be converted into a fixed charge or otherwise crystallise solely by reason of:
 - (i) the obtaining of a moratorium by the Company or any other Obligor; or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A and Schedule A1 to the Insolvency Act 1986.
- (e) Any charge which has crystallised under paragraphs (b) or (c) above may be reconverted into a floating charge by notice given at any time by the Second Secured Note Trustee to the Company in relation to the assets specified in such notice.

11. **Security Interests: Fixed and Floating Security:** Pursuant to Clause 3.13 (*Fixed and Floating Security*) of the Debenture, if for any reason any Lien in respect of any asset created or purported to be created pursuant to Clause 3 (*Liens*) of the Debenture as a fixed charge or assignment, does not, or cease to, take effect as a fixed charge or assignment, then it shall take effect as a floating charge in respect of such asset without the Company being in breach of any provision of the Intercreditor Deed or the Second Secured Note Documents. However it is the intent of the parties to the Debenture that the Liens over other Charged Assets shall remain unaffected.

12. **Security Interests: Leasehold Interests Containing Restrictions on Charging, the Aldeby Restricted Property and Cinergy Properties:** Pursuant to Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging, the Aldeby Restricted Property and Cinergy Properties*) of the Debenture:

- (a) Until the relevant consent has been obtained, there shall be excluded from the charge created by Clause 3.2 (*Property*) of the Debenture and from the floating charge created by Clause 3.11 (*Floating Charge*) of the Debenture and from the operation of the further assurance provisions set out in Clause 11 (*Further Assurance*) of the Debenture, the Aldeby Restricted Property, any Cinergy Property and any Leasehold Restricted Property.
- (b) With regard to each Leasehold Restricted Property, the Aldeby Restricted Property and each Cinergy Property, the Company undertakes (i) to apply, within 90 days of the date of the Debenture, for the consent of the relevant third party to the creation of the Charges constituted by the terms of the Debenture, (ii) if, at the end of such 90 day period, the Company reasonably believes that

the consent of the relevant third party will be forthcoming, to continue to use reasonable endeavours for a further period of 90 days to obtain such consent as soon as possible and (iii) to keep the Second Secured Note Trustee informed of the progress of its negotiations with such third parties, provided that the Company shall not be in breach of the provisions of Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging, the Aldeby Restricted Property and Cinergy Properties*) of the Debenture if the terms imposed by such third party as a condition of its granting its consent are unduly onerous or restrictive. It is agreed that if, after the initial 90 day period or, where applicable, the further 90 day period referred to in Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging, the Aldeby Restricted Property and Cinergy Properties*) of the Debenture, the consent of the relevant third party has not been obtained, the Company shall have no further obligations in respect of that Leasehold Restricted Property or, as applicable, the Aldeby Restricted Property or that Cinergy Property under Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging, the Aldeby Restricted Property and Cinergy Properties*) of the Debenture.

- (c) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Leasehold Restricted Property or, as applicable, the Aldeby Restricted Property or the relevant Cinergy Property shall thereupon stand charged to the Second Secured Note Trustee pursuant to the Charges constituted by the terms of the Debenture with immediate effect in accordance with Clause 3.2 (*Property*) of the Debenture or Clause 3.11 (*Floating Charge*) of the Debenture, as applicable, only if (in the case of a Leasehold Restricted Property or a Cinergy Property) such Leasehold Restricted Property or such Cinergy Property, as the case may be, is a Scheduled Property, or a Material After-Acquired Property. The Company shall provide the Second Secured Note Trustee with a copy of the third party consent within 7 days of such consent being given and shall notify such third party of such Charges in accordance with the terms of Clause 4.7 (*Notice to Landlords*) of the Debenture. If required by the Second Secured Note Trustee at any time following receipt of such consent the Company will execute a valid legal mortgage in such form as the Second Secured Note Trustee, acting reasonably, shall require in respect of any relevant Leasehold Restricted Property or, as applicable, the Aldeby Restricted Property or Cinergy Property which is a Scheduled Property.

13. **Security Interests: Material Contracts Containing Prohibition on Charging:**
Pursuant to Clause 3.15 (*Material Contracts Containing Prohibition on Charging*) of the Debenture:

- (a) Until the relevant consent has been obtained, there shall be excluded from the Charge created by Clause 3.7 (*Contracts*) of the Debenture and from the floating charge created by Clause 3.11 (*Floating Charge*) of the Debenture and from the operation of the further assurance provision set out in Clause 11 (*Further Assurance*) of the Debenture, any rights, title, assets, benefits or interest enjoyed by the Company under a Material Contract and/or any

Insurances which constitutes an Excluded Contract (an "**Excluded Material Contract**").

- (b) With regard to each Excluded Material Contract, the Company undertakes (i) to apply, within 90 days of the date of the Debenture, for the consent of the relevant third party to the creation of the Charges constituted by the Debenture, (ii) if, at the end of such 90 day period, the Company reasonably believes that the consent of the relevant third party will be forthcoming, to continue to use reasonable endeavours for a further period of 90 days to obtain such consent as soon as possible and (iii) to keep the Second Secured Note Trustee informed of the progress of its negotiations with such third parties, provided that the Company shall not be in breach of the provisions of Clause 3.15 (*Material Contracts Containing Prohibition on Charging*) of the Debenture if the terms imposed by such third party as a condition of it granting its consent are unduly onerous or restrictive. It is agreed that if, after the initial 90 days period or, where applicable, the further 90 day period referred to in Clause 3.15 (*Material Contracts Containing Prohibition on Charging*) of the Debenture, the consent of the relevant third party has not been obtained, the Company shall have no further obligations in respect of that Excluded Material Contract under Clause 3.15 (*Material Contracts Containing Prohibition on Charging*) of the Debenture.
 - (c) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Material Contract shall thereupon stand (in the case of a Material Contract which is an Excluded Material Contract) charged to the Second Secured Note Trustee pursuant to the Charges constituted by the terms of the Debenture in accordance with Clause 3.7 (*Contracts*) of the Debenture and Clause 3.11 (*Floating Charge*) of the Debenture and (in the case of Insurances which are Excluded Material Contracts) assigned to the Second Secured Note Trustee pursuant to the Charges constituted by the terms of the Debenture in accordance with Clause 3.10 (*Charge over relevant documents*) of the Debenture and Clause 3.11 (*Floating Charge*) of the Debenture. The Company shall provide the Second Secured Note Trustee with a copy of the third party consent within 7 days of such consent being given.
- 14. **Security Interests: Excluded Eastcroft Assets:** In accordance with Clause 3.17 (*Excluded Eastcroft Assets*) of the Debenture, notwithstanding any other provision of the Debenture or any other Second Secured Note Document, no Excluded Eastcroft Asset shall stand charged to the Second Secured Note Trustee pursuant to the Charges until *termination of the finance leases and the discharge of all Liens relating to such leases* entered into in connection therewith, upon which date it will stand charged to the Second Secured Note Trustee pursuant to the Charges constituted by the terms of the Debenture with immediate effect in accordance with Clause 3.6 (*Plant and Machinery*) of the Debenture and Clause 3.11 (*Floating Charge*) of the Debenture.
- 15. **Security Interests: Miscellaneous:** In accordance with Clause 3.16 (*Miscellaneous*) of the Debenture, notwithstanding any other provision of the Debenture, none of the Leasehold Restricted Properties, the Aldeby Restricted Property, the Cinergy Properties, the Excluded Contracts, the Excluded Insurances, the Excluded Accounts,

the Excluded JV Investments, the Excluded Gas Assets, the Excluded Eastcroft Assets or the EA Account shall be subject to any Lien pursuant to the Debenture except in respect of:

- (a) a Leasehold Restricted Property, the Aldeby Restricted Property or a Cinergy Property in accordance with Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging, the Aldeby Restricted Property and Cinergy Properties*) of the Debenture;
- (b) an Excluded Material Contract, in accordance with Clause 3.15 (*Material Contracts Containing Prohibition on Charging*) of the Debenture; and
- (c) an Excluded Eastcroft Asset in accordance with Clause 3.17 (*Excluded Eastcroft Assets*) of the Debenture.

PART 4
Covenants by and restrictions on the Company

1. **Intercreditor Deed and Second Secured Note Documents:** Pursuant to Clause 1.9 (*Intercreditor Deed and Second Secured Note Documents*) of the Debenture, notwithstanding any other provision of the Debenture, the provisions of the Debenture are subject to the provisions of the Intercreditor Deed and no payment may be made, and no enforcement action may be taken, hereunder or in respect hereof save as expressly permitted under the Intercreditor Deed.

Neither the Company, nor the Second Secured Note Trustee, will be required to take, or omit to take, any step or action under or in connection with the Debenture, and neither the Company, nor the Second Secured Note Trustee, will have any obligation to take, or omit to take, any such step or action, to the extent that the same would be inconsistent with, or result in a breach of (i) the provisions of the Intercreditor Deed or other Second Secured Note Documents, or (ii) any instructions given by the Senior Security Agent in accordance with the terms of the Intercreditor Deed.

2. **Charging Company's Obligations Continuing:** Pursuant to Clause 2.1 (*Charging Company's Obligations Continuing*) of the Debenture, the Company's obligations under Clause 2 (*Covenant to Pay*) of the Debenture and the Charges shall constitute and be continuing obligations and will extend to the ultimate balance of Second Secured Note Liabilities payable by the Company and will remain in full force and effect until no Second Secured Note Liabilities remain outstanding, unsatisfied or capable of arising under the Second Secured Note Documents regardless of any intermediate discharge in whole or in part.

3. **Retention of Documents:** Pursuant to Clause 3.12 (*Retention of Documents*) of the Debenture, the Second Secured Note Trustee is entitled to continue to retain any document delivered to it under the Debenture relating to a Charged Asset until the Charges over such Charged Asset are released in accordance with the Debenture. If, for any reason, it ceases to hold any such document before such time, it may by notice to the Company require that the relevant document be redelivered to it and the Company shall immediately comply with that requirement or procure that it is complied with.

4. **Property Obligations: Acquisition of Property:** Pursuant to Clause 4.1(c) (*Acquisition of Property*) of the Debenture the Company shall, promptly on request of the Second Secured Note Trustee and at the cost of the Company, execute and deliver to the Second Secured Note Trustee a legal mortgage in favour of the Second Secured Note Trustee over any Material After-Acquired Property acquired by it.

5. **Property Searches and Registration Undertaking:** Pursuant to Clause 4.2(b) (*Property Searches and Registration Undertaking*) of the Debenture the Company agreed that it would, to the extent that it has not already done so, procure a letter or letters from a reputable firm or firms of solicitors addressed to the Second Secured Note Trustee and in such terms as the Second Secured Note Trustee may reasonably require undertaking:-
 - (a) during the priority period allowed by the searches referred to in Clause 4.2(a) of the Debenture or (in the case of unregistered land where first registration is triggered by the Debenture) such longer period as may be permitted by H.M. Land Registry for registration to lodge at HM Land Registry applications for the registration of the Second Secured Note Trustee's legal charge over such of the relevant properties listed in Section 1 of Part 5 to this Continuation Sheet as are registered or capable of registration and as are situate in England and Wales;

 - (b) subject as required to comply with paragraph (i) above, to hold the title deeds to such properties to the order of the Second Secured Note Trustee; and

 - (c) within 14 days of completion of the Debenture in respect of such properties where title is leasehold (other than any Leasehold Restricted Property) to serve notice of charge on all landlords paying all registration fees prescribed by the relevant lease.

6. **Property Obligations: Leasing and Other Undertakings:** Pursuant to Clause 4.3 (*Leasing and Other Undertakings*) of the Debenture, the Company shall (whether in exercise of any statutory power or otherwise) save where the Second Secured Note Trustee has agreed otherwise:
 - (a) not grant, or agree to grant, any lease or tenancy of all or any part of any Charged Property or confer or agree to confer upon any person any contractual licence or right to occupy or use any Charged Property other than as permitted by the Second Secured Note Documents;
 - (b) nor determine or extend or accept, any surrender of any lease, tenancy or licence comprised in the Charged Property or agree to do any of these things to the extent that is prohibited from doing so by the Second Secured Note Documents.

7. **Registered Land:** Pursuant to Clause 4.5 (*Registered Land*) of the Debenture, in respect of any Scheduled Property situated in England or Wales which is charged under Clause 3.2 (*Property*) of the Debenture, the Company shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the registers of the title of such Scheduled Property as is now thereafter registered under the Land Registration Act 1925:

“Except under an order of the Registrar, no disposition or dealing by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the Second Ranking Debenture dated [●], 2004 in favour of The Bank of New York as Second Secured Note Trustee as referred to in the Charges Register or, if appropriate, signed on such proprietor's behalf by its solicitors.

8. **Future Acquired Leases:** Pursuant to Clause 4.8 (*Future Acquired Leases*) of the Debenture, the Company undertook that it would use its reasonable endeavours, or procure its subsidiaries to use their reasonable endeavours, to ensure that any leasehold interest acquired after the date of the Debenture does not constitute a Leasehold Restricted Property.

9. **General Restrictions and Obligations:** Pursuant to Clause 5.1 (*General Restrictions and Obligations*) of the Debenture except with the consent of the Second Secured Note Trustee, the Company shall not:
 - (a) create or permit to be outstanding any Lien over any Charged Assets other than a Permitted Lien; or
 - (b) sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted under the Second Secured Note Documents.

The Company also undertook that it shall use its reasonable endeavours, or procure its subsidiaries to use their reasonable endeavours, to ensure that any Material Contracts

entered into after the date of the Debenture do not constitute an Excluded Material Contract, provided that the Company shall not be required to take any steps pursuant to Clause 5.1 (*General Restrictions and Obligations*) of the Debenture that could reasonably be expected to prejudice negotiations in respect of, or the terms applicable to, any Material Contract entered into after the date of the Debenture.

The Company, when the Charges are enforceable in accordance with Clause 6.2(b) (*Enforceability of Security*) of the Debenture, undertook, if so requested by the Second Secured Note Trustee, to use all reasonable endeavours to procure the consent of the Environment Agency to the transfer of any Site Waste Management Licences to such person or persons as the Second Secured Note Trustee shall specify.

10. **Further Assurance:** Pursuant to Clause 11 (*Further Assurance*) of the Debenture, the Company shall, at its own expense, promptly do all such acts and things as the Second Secured Note Trustee may require for:

- (a) creating, registering, perfecting, maintaining or protecting the Charges or any of the Charged Assets;
- (b) at any time after the occurrence of an Event of Default which is continuing unremedied and unwaived or the Charges shall have otherwise become enforceable in accordance with Clause 6.2(b) (*Enforceability of Security*) of the Debenture, a legal assignment of Book Debts; or
- (c) facilitating the realisation of any Charge after the Charge has become enforceable in accordance with Clause 6.2(b) (*Enforceability of Security*) of the Debenture or the exercise of any right, power or discretion in relation to any Charged Asset or Charge vested in the Second Secured Note Trustee, any Receiver or any Delegate,

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Lien or any document required to enable the Second Secured Note Trustee or its nominee to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under the Debenture or the giving of any notice, order or direction.

11. **Power of Attorney: Appointment:** Pursuant to Clause 12.1 (*Appointment*) of the Debenture the Company by way of security irrevocably appointed the Second Secured Note Trustee, every Receiver and every Delegate severally to be its attorney:

- (a) to do all acts and things which the Company is obliged to do under the Debenture but has failed to do, including, without limitation, to fill in the name of the transferee and to date and complete any instrument of transfer in respect of any Charged Investments which has been executed in blank by the Company and, in the case of registered Charged Investments, to procure the registration of the transferee as the holder of the relevant Charged Investments in

circumstances in which the Charged Investments are to be transferred under the terms of the Debenture;

- (b) after the occurrence of an Event of Default which is continuing unremedied and unwaived, to transfer any interest in any Charged Assets in the circumstances in which such transfer may be required under the Debenture including on an enforcement of the Charges over such Charged Assets;
 - (c) after the occurrence of an Event of Default which is continuing unremedied and unwaived, in its name and on its behalf to exercise any right conferred on the Second Secured Note Trustee, any Receiver or any Delegate in relation to the Charged Assets or under the Debenture; and
 - (d) to register the existence of the Charges or the restrictions on dealing with the Charged Assets in any register in which the Company is obliged (but has failed) to effect registration under the terms of the Debenture.
12. **Power of Attorney: Ratification:** Pursuant to Clause 12.2 (*Ratification*) of the Debenture the Company agreed to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by Clause 12.1 (*Appointment*) of the Debenture. All moneys expended by any such attorney shall be deemed to be expenses incurred by the Second Secured Note Trustee under the Debenture.
13. **Set Off:** Pursuant to Clause 19.1 (*Set-Off*) of the Debenture, after an Event of Default has occurred and for so long as it is continuing, the Second Secured Note Trustee and each other Second Secured Creditor may (without notice to the Company) set off or otherwise apply any deposits (irrespective of the terms applicable to such deposits) at any time held and any other indebtedness (whether or not then matured or due), owing by it to or for the account of the Company against any indebtedness owing to the Second Secured Note Trustee or such other Second Secured Creditor by the Company under the Second Secured Note Documents which is due and unpaid.
14. **Set Off: Currency Conversion:** Pursuant to clause 19.2 (*Currency Conversion*) of the Debenture, a Second Secured Creditor may exercise such rights notwithstanding that the obligations concerned may be expressed in different currencies and each Second Secured Creditor is authorised to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
15. **Set Off: Rights Cumulative:** Pursuant to Clause 19.3 (*Set-off Rights Cumulative*) of the Debenture, Clause 19 (*Set-Off*) of the Debenture shall be in addition to and without prejudice to any rights of set-off or any other rights or remedies which a Second Secured Creditor may have.

PART 5
Scheduled Property

Section 1
Details of the Scheduled Property

Registered Land

Charging Company	County and District (or London Borough)	Address or Description	Title No.
Freehold			
WRG Waste Services Limited (Co. No. 988844)	Peterborough District Land Registry	Eastwood Farm House, Eye Road, Dogsthorpe	CB197552
WRG (Midlands) Limited (Co. No. SC043286)	Peterborough District Land Registry	Land and buildings lying to the north of Paston Parkway, Peterborough	CB200805
WRG (Management) Limited (Co. No. 02563475)	Leicester District Land Registry	Land on the east side of Bletchley Road, Newton Longville, Milton Keynes	BM221284
WRG Waste Services Limited (Co. No. 2563475)	Peterborough District Land Registry	Landfill site at Brogborough, Marston Vale	BD198074
WRG Waste Services Limited (Co. No. 988844)	Leicester District Land Registry	Seven parcels of land at Calvert Estate	BM232086 but excluding the part of the property transferred pursuant to a transfer dated 2 June 2004 between Shanks Waste Services Limited (1) and Michael Nicholas Wood and Anthony David Wood (2)

Waste Recycling Group Limited	Norfolk, South Norfolk	Land near Aldeby Burgh St Peter	NK148249
	Norfolk, South Norfolk	Land at Oaklands, Aldeby	NK295376
Darrington Quarries Limited	North Yorkshire, Selby	Land on the east and west side of Long Lane, Kirk Smeaton, Pontefract	NYK257468 NYK173423 NYK172147
	South Yorkshire, Doncaster	Land on the west side of Long Lane, Barnsdale Bar	SYK432293
	North Yorkshire, Selby	Land lying to the east side of the Great North Road, Barnsdale Bar	NYK185828
	North Yorkshire, Selby	Land at Barnsdale Bar, North Yorkshire	NYK129695
	North Yorkshire, Selby	Land lying to the west of Long Lane, Barnsdale Bar	NYK21907
	North Yorkshire, Selby	Land lying to the north west of Long Lane, Kirk Smeaton	NYK89888
	North Yorkshire, Selby	Land on the east side of Long Lane, Kirk Smeaton	NYK103360
	North Yorkshire, Selby	Land at Cusworth Hill, Long Lane, Kirk Smeaton	NYK257471
Anti Waste Limited	Norfolk, King's Lynn and West Norfolk	Land on the east side of Mill Drove, Blackborough End	NK183495
	Norfolk, King's Lynn and West Norfolk	Land on the east side of Mill Drove, Blackborough End, King's Lynn	NK183492

Lincwaste Limited	Lincolnshire, Boston	Land at Slippery Gowt, Wyberton	LL100098
T Shooter Limited	Lincolnshire, Boston	Slippery Gowt Farm, Wyberton	LL64185
Waste Recycling Limited	Lincolnshire, Boston	Slippery Gowt Farm, Slippery Gowt Lane, Wyberton, Boston, PE21 7AA	LL72814
Waste Recycling Group (Central) Limited	Warwickshire, Warwick	Waverley Wood Farm, Bubbenhall	WK396515
Anti Waste Limited	Cambridgeshire, Huntingdonshire	The Old Station House, Brampton Road, Buckden	CB101172
	Cambridgeshire, Huntingdonshire	Buckden North Landfill site, Brampton Road, Buckden	CB177508
Waste Recycling Limited	Nottinghamshire, Bassetlair	Carlton Forest Sandpit, Red Lane, Carlton-in-Lindrick	NT288458
	Nottinghamshire, Bassetlair	Land at Carlton Forest Quarry, Carlton-in-Lindrick	NT363180
Lincwaste Limited	Lincolnshire, South Kesteven	Land on the South East side of Crabtree Road, Colsterworth	LL150915
	Lincolnshire, South Kesteven	Land on south side of Crabtree Road, Colsterworth	LL78073
Waste Recycling Group (Central) Limited	West Midlands, Sandwell	Land at Hailstone Quarry, Rowley Regis and Edwin Richards Quarry, Warley	WM743828
Anti Waste Limited	Norfolk, Kings Lynn and West Norfolk	Land at Feltwell	NK103121

Lincwaste Limited	Lincolnshire, West Lindsey	Land lying to the north of Causeway Lane, Gainsborough	LL132236
East Waste Limited	Cambridgeshire, East Cambridgeshire	Land at Grunty Fen, Witchford	CB170607
	Cambridgeshire, East Cambridgeshire	Land on the east side of New Road, Grunty Fen, Witchford	CB245992
	Cambridgeshire, East Cambridgeshire	Land at the junction of New Road and Pools Road, Grunty Fen, Witchford	CB232914
	Cambridgeshire, East Cambridgeshire	Land on the north side of Pools Road, Grunty Fen, Witchford	CB245984
Waste Recycling Group (Central) Limited	Warwickshire, Nuneaton and Bedworth	Land and Buildings at Judkins Quarry, Tuttle Hill, Nuneaton	WK393091
Lincwaste Limited	Lincolnshire, East Lindsey	Land on the West side of the road from Coningsby to Kirkby-on-Bain	LL67400
3C Waste Limited	Conwy	Llanddulas Quarry	WA682656
	Conwy	Part of Llanddulas Quarry	WA792865
East Waste Limited	Cambridgeshire, Fenland	Barn Farm House, Hundred Road, March	CB186327
East Waste Limited	Cambridgeshire, Fenland	Land on the west side of Hundred Road, March, Cambridgeshire	CB188735
Lincwaste Limited	Lincolnshire, East Lindsey	Middlemarsh Road, Burgh-le-Marsh	LL109770
East Waste Limited	Cambridgeshire, South	Land on the north side of the A14,	CB208331

	Cambridgeshire	Milton	
Waste Recycling Limited	Lincolnshire, North Kesteven	Land on west side of Station Road, Skellingthorpe	LL227709
Waste Recycling Group (Central) Limited	Kent, Swale	Part of Shrubsoles Hill, Lower Road, Queenborough	K775276
	Kent, Swale	Land lying to the North of Lower Road, Eastchurch, Sheerness	K775273
Waste Recycling Group Limited	Oxfordshire, Vale of White Horse	Land lying to the North of Hill Farm, Appleford	ON237289
	Oxfordshire, Vale of White Horse	Different parcels of land lying near Appleford	ON237285
	Oxfordshire, Vale of White Horse	Land lying to the South of Appleford Road, Sutton Courtenay	ON194307
Lincwaste Limited	Lincolnshire, North Kesteven	Land at Whisby	LL162969
Lincwaste Limited	Lincolnshire, East Lindsey	Land lying to the west of Tattershall Road, Kirkby on Bain	LL232018
Darrington Quarries Limited	North Yorkshire, Selby	Land on the east and west sides of Long Lane, Kirk Smeaton	NYK284813
Integrated Waste Management Limited	North East Lincolnshire	Land lying to the South of Queen's Road, Immingham	HS148313
Integrated Waste Management Limited	North Lincolnshire	Land lying to the west of Top Road, Winterton	HS50877

Integrated Waste Management Limited	North Lincolnshire	Land at Winterton Grange, Winterton	HS151094
Integrated Waste Management Limited	Humberside, Gnanford	Land lying southwest of Winterton Grange, Winterton	HS224783
Integrated Waste Management Limited	North Lincolnshire	Land on the North Side of Winterton Grange, Winterton	HS95492
Integrated Waste Management Limited	East Riding of Yorkshire	Land to the north side of Market Weighton Road, Holme upon Spalding Moor (Gallymoor Landfill Site)	HS248015
Integrated Waste Management Limited	East Riding of Yorkshire	Land on the North West side of Moor Lane, Carnaby	HS251957
Darrington Quarries Limited	Sutton, Doncaster	Manor Farm, Sutton, Doncaster	SYK27885
Waste Recycling Group (Central) Limited	Offham, Kent	Offham Quarry, Comp Road, Offham	KS264492
		White Ladies, Teston Road, Offham, Addington	K78676
		Land lying to the north of Comp Lane, Offham, West Malling	K841882
Shanks Group plc	Bedfordshire, Stewartby	Land lying to the west of Broadmead Road, Stewartby	BD237469
WRG Waste Services Ltd	Bedfordshire, Stewartby	Land on the south east side of Bedford Road, Stewartby	BD198062
		Overflow Reception Area	BD214542
		Gas Power Station L	

		field Landfill site Stewartby	BD214543
Waste Recycling Limited	Bradgate, Leicestershire	Land lying to the north east of Bradgate Hill, Groby	LT331868
<u>Leasehold</u>			
Charging Company	County and District (or London Borough)	Address or Description	Title No.
WRG (Management) Limited (Co. No. 2563475)	Buckinghamshire, Aylesbury Vale	Part of landfill site known as Calvert Pits 4 and 5, Brackley Lane, Calvert	BM182537
WRG (Management) Limited (Co. No. 2563475)	Buckinghamshire, Aylesbury Vale	Part of landfill site known as Calvert Pits 4 and 5, Brackley Lane, Calvert	BM190511
WRG (Management) Limited (Co. No. 2563475)	Buckinghamshire, Aylesbury Vale	Land at Calvert Pits 4 and 5, Calvert	BM224580
Waste Recycling Group (Yorkshire) Limited	North Yorkshire, Harrogate	Allerton Landfill site, Knaresborough	NYK252025
3C Waste Limited	Warrington	Arpley Landfill site lying to the north of Moss Lane, Arpley	CH425577
Darrington Quarries Limited	North Yorkshire, Selby North Yorkshire, Selby South Yorkshire, Doncaster	Land lying to the east of the Great North Road at Barnsdale Bar. Land forming part of Long Lane Barnsdale Bar	NYK198308 NYK188418 SYK302590
Waste Recycling	Nottinghamshire, New	Land at Lound	NT327680

Limited	and Sherwood		
Waste Recycling Limited	Nottinghamshire, Bassetlaw	Land on the north side of Daneshill Road, Lound	NT327681
Waste Recycling Group Limited	Oxfordshire, West Oxfordshire	Land at Dix Pit, Stanton Harcourt	ON228072
East Waste Limited	Cambridgeshire, East Cambridgeshire	Landfill site on the north side of Pools Road, Grunty Fen, Witchford	CB165953
Waste Recycling Group Limited	Conwy	Part of the Foreshore and bed of the sea at Llysfaen	WA872193
East Waste Limited	Cambridgeshire, Fenland	Landfill site on the west side of Hundred Road, March	CB165942
	Cambridgeshire, Fenland	Land and Buildings on west side of Hundred Road, March, Cambridgeshire	CB210156
East Waste Limited	Cambridgeshire, South Cambridgeshire	Land on the South West of Butt Lane, Milton	CB166358
Waste Recycling Group Limited	Oxfordshire, Vale of White Horse	Land lying to the North of the Portway, Appleford	ON237287
	Oxfordshire, Vale of White Horse	Land lying to the west of a road leading from Didcot to Long Wittenham, Appleford	BK45594
Waste Reclying Group Limited	West Midlands, Sandwell	The Leasehold mines and minerals which lie beneath the land shown edged with red on the plan	WM808528

		of the above Title field at the Registry and being land at Hailstone Quarry, Rowley Regis, Sandwell	
3C Waste Limited	Danes Moss CA	Land and buildings on the east side of Congleton Road, Gaworth	CH423302
3C Waste Limited	Gowry, Chester	Gowry Landfill Site, Ince Lane, Bridge Trafford, Chester, Cheshire	CH423313
3C Waste Limited	Maw Green	Maw Green Landfill Site, Maw Green Road, Coppenhall, Near Crewe, Cheshire	CH423312

Unregistered Land

Charging Company	Address or Description	Root conveyance/lease
Freehold		
Integrated Waste Management Limited	Land on the North West side of Moor Lane, Carnaby in the East Riding of Yorkshire and commonly known as Carnaby Landfill Site and Transfer Station	Conveyance dated 12 June 1974 and made between the Secretary of State for Defence (1) and the County Council of Humberside (2)
Integrated Waste Management Limited	Land at Winterton	<p>Conveyance dated 10 April 1980 made between British Steel Corporation (1) and The County Council of Humberside (2).</p> <p>Conveyance dated 30 April 1980 made between Mrs D J Hutchinson and Others (1) and The County Council of Humberside</p> <p>Conveyance dated 3 February 1984 made between Mr Robin James Harry Sumpter and Mr Colin Thomson (1) and The County Council of Humberside (2)</p>
Leasehold	Address or Description	Nature of Interest
Waste Recycling Group Limited	Dix Pit Stanton, Harcourt, Oxfordshire	Lease dated 31 January 2001 and made between Hanson Quarry Products Europe Limited (1) and Waste Recycling Group plc (2)
Waste Recycling Limited	Land at Bradgate Quarry, Groby, Leicestershire	Lease dated 12th March 2001 made between Midland Quarry Products Limited (1) Waste Notts Limited (2) Hanson Quarry Products Europe Limited (3) Waste

		Recycling Group Plc (4)
Other		
Charging Company	Address or Description	Nature of Interest
Waste Recycling Limited	Dorkett Head Brickworks, Dorkett Head, Arnold, Notts.	Licence dated 14 December 1994 and made between Tarmac Building Materials Limited (1) and Wastenotts Limited (2)

Section 2
Details of Leasehold Restricted Properties

Registered Land

Charging Company	County and District (or London Borough)	Address or Description.	Title No.
East Waste Limited	Cambridgeshire, South Cambridgeshire	Land on the North side of A45 Milton	CB165951
Waste Recycling Group Limited	Oxfordshire, Vale of Whitehorse	Roadway at Hill Farm, Appleford, Sutton Courtenay	ON227970
	Oxfordshire, Vale of White Horse	Roadway at Hill Farm, Appleford, Sutton Courtenay	ON237729
	Oxfordshire, Vale of White Horse	office premises lying to west of main road, Sutton Courtenay	ON237293 ON237295
Lincwaste Limited	Lincolnshire, North Kesteven	Land at Whisby	LL163272
Waste Recycling Group Limited	Oxfordshire, Vale of White Horse	Railway Sidings at Sutton Courtney	ON237294 ON237296

Unregistered Land

Charging Company	Address or Description	Nature of Interest
WRG Waste Services Limited (Co. No. 988844)	Rail Sidings, Calvert	Lease dated 28 October 1981 between British Railways Board (1) and London Brick Landfill Ltd (2)
WRG (Management) Limited (Co. No. 2563475)	Grazing Land, Calvert	Lease dated 18 December 1996 between London Brick Property Ltd (1) Shanks & McEwan Group plc (2)
Lincwaste Limited	West of Pottergate Road, near Leadenham, Lincolnshire	Lease dated 21st December 1988 and made between H N F Sandford & J J Ware (1)

		and Lincolnshire County Council (2) and a further Lease dated 5th March, 1997 made between H N F Sandford & J J Ware (1) and Paul Rackham Limited (2).
WRG (Management) Limited (Co. No. 2563475)	Sports Ground and Pavilion, Calvert	Licence dated 18 December 1996 between London Brick Property Ltd (1) London Brick Company Ltd (2) Shanks & McEwan Group plc (3)
WRG (Midlands) Limited (Co. No. SC043286)	Land at Cowthick Ironstone Quarry, Weldon, Northamptonshire	Agreement for lease dated 16 May 1989 between British Steel plc (1) and Shanks & McEwan (Midlands) Limited (2)
3C Waste Limited	Land at Gowy Chester	Lease dated 16th May 2001 made between Thomas Littler (1) 3C Waste Limited (2)
3C Waste Limited	Rigby Quarry, Chorley, Lancashire	Underlease made between (1) Crossco (281) Limited and (2) 3C Waste Limited
Darrington Quarries Limited	Land at Skelbrooke Quarry, Doncaster, South Yorkshire	Lease dated 14 January 1991 made between (1) Annie Lockwood and Walter Lockwood and (2) Darrington Quarries Limited

PART 6
Scheduled Investments

Section 1
Scheduled Investments

Charging Company	Company Number	Investment	Company Number	Shareholding (Percentage)
WRG (Management) Limited	02563475	WRG Waste Services Limited	00988844	100% (100 ordinary shares of £1 each)
WRG (Management) Limited	02563475	WRG (Northern) Limited	SC098678	100% (3,500,000 ordinary shares of £1 each)
WRG (Management) Limited	02563475	WRG (Midlands) Limited	SC043286	100% (100,000 ordinary shares of £1 each)
WRG Environmental Limited	02206141	Tawse Ellon (Haulage) Limited	SC069253	100% (100 ordinary shares of £1 each)
WRG Environmental Limited	02206141	WRG Properties Limited	02181617	100% (2 ordinary shares of £1 each)
WRG (Northern) Limited	SC098678	Airdrie Hill Quarries Limited	SC023357	100% (24,700 ordinary shares of £1 each)
Anti-Waste Limited	01569257	Anti Rubbish Limited	1567453	100
		Anti-Waste (Restoration) Limited	2993753	100
Darrington Quarries Limited	00579409	Waste Recycling Group (Yorkshire) Limited	2436946	100
Finstop Limited	03188850	Darrington Quarries	0579409	100

Herrington Limited	02830895	Lincwaste Limited	2668959	100
Integrated Waste Management Limited	02433703	Advanced Natural Fuels Limited	3113179	100
		Humberside Waste Management Services Ltd	3187411	100
		Wastewise Limited		100
		Wastewise Power Limited	2972257	100
		Wastewise Trustees Limited	3648462	100
		Winterton Power Limited	2992793 3001798	100
3C Holdings Limited	03610048	3C Waste Limited	2632581	100
3C Waste Limited	02632581	Arpley Gas Limited	2250123	99.97
		Landfill Management Limited	2069821	100
Waste Recycling Group (South West) Limited	02464345	GWS (Holdings) Limited	3154424	100
Waste Recycling Limited	02674166	WasteNotts (Reclamation) Limited	2674169	100
		Site & Field Equipment Limited	2089584	100
		T Shooter	02008873	100

		Limited		
Waste Recycling Group Limited	02902416	WRG (Central) Limited	4000033	100
		WRG (South West) Limited	02464345	100
		Oxfordshire Waste Limited	02693394	100
		Econowaste Limited	495545	100
		Kent Energy Limited	03146731	100
		Meadshores Limited	2335918	100
		Herrington Limited	02830895	100
		Integrated Waste Management Limited	02433703	100
		Arnold Waste Disposal Limited	00930757	100
		Arpley Gas Limited	2250123	0.03
		Pennine Waste Management Limited	3057012	100
		Waste Recycling Limited	02674166	100
		3C Holdings Limited	3610048	100

		WRG (Scotland) Limited	SC210275	100
		Anti-Waste Limited	01569257	100
		East Waste Limited	02629972	100
		Norfolk Waste Limited	03001490	100
		Waste Recovery Limited	02411841	100
		WasteNotts Limited	2629246	100
		Finstop Limited	03188850	100
WRG Acquisitions 2 Limited	05056437	WRG Environmental Limited	02206141	100
		WRG (Management) Limited	02563475	100

Section 2
Excluded Joint Ventures

Shareholder	Excluded Joint Venture	Company Number
Waste Recycling Group (Central) Limited	Shelford Composting Limited	3968180
Waste Recycling Group Limited	BDR Waste Disposal Limited	2692495
Waste Recycling Group Limited	Derbyshire Waste Limited	2666323
Waste Recycling Group Limited	Welbeck Waste Management Limited	2736095
Integrated Waste Management Limited	Paper Product Developments Limited	3013388
Waste Recycling Group Limited	Energyline Limited	2959326
Waste Recycling Group Limited	CLWR Management 2001 Limited	4266133
Integrated Waste Management Limited	Goole Renewable Energy Limited	3707832

PART 7
The Charging Companies

Charging Company	Registered Number
WRG (Management) Limited	2563475
WRG Environmental Limited	2206141
WRG Waste Services Limited	988844
WRG (Northern) Limited	SC098678
WRG (Midlands) Limited	SC043286
WRG Properties Limited	2181617
Anti-Waste Limited	01569257
Anti-Waste (Restoration) Limited	2993753
Anti-Waste Disposal Limited	930757
Darrington Quarries Limited	00579409
East Waste Limited	02629972
Finstop Limited	03188850
Herrington Limited	02830895
Integrated Waste Management Limited	02433703
Landfill Management Limited	02069821
Lincwaste Limited	02668959
Norfolk Waste Limited	03001490
Oxfordshire Waste Limited	02693394
3C Holdings Limited	03610048
3C Waste Limited	02632581
T. Shooter Limited	02008873

Waste Recovery Limited	02411841
Waste Recycling Group (Central) Limited	04000033
Waste Recycling Group (Scotland) Limited	SC210275
Waste Recycling Group (South West) Limited	02464345
Waste Recycling Group (Yorkshire) Limited	02436946
Waste Recycling Limited	02674166
WasteNotts (Reclamation) Limited	02674169
Winterton Power Limited	03001798
Waste Recycling Group Limited	02902416
WRG Acquisitions 2 Limited	05056437

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02674169

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th DECEMBER 2004 AND CREATED BY WASTENOTTS (RECLAMATION) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE SECOND SECURED CREDITORS AND/OR ANY RECEIVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th DECEMBER 2004.

*LC
Paw*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES