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

* insert full name of Company

COMPANIES FORM No. 395
Particulars of a mortgage or charge

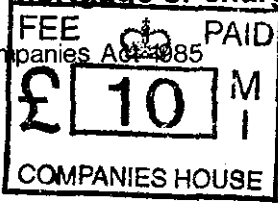
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395

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

2674169

Name of company

* Wastenotts (Reclamation) Limited

Date of creation of the charge

26th April, 2001

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

Supplemental Debenture dated 26th April, 2001 between Wastenotts (Reclamation) Limited (the "Chargor") and Lloyds TSB Bank plc (the "Bank") (the "Supplemental Debenture"), amending and restating a debenture dated 22nd December, 1999 (the "Original Debenture").

Amount secured by the mortgage or charge

- (a) all money and liabilities and other sums agreed to be paid by the Chargor to the Bank under the Original Debenture; and
- (b) all other money and liabilities expressed to be secured by the Original Debenture (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 10, 13, 18 and 23 of the Original Debenture (the "Secured Obligations").

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

Lloyds TSB Bank plc, 6 Eastcheap, London

Postcode EC3M 1KE

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

Allen & Overy
One New Change
London
EC4M 9QQ

BK:851420.1

Time critical reference

For official Use
Mortgage Section

Post room



L04
COMPANIES HOUSE

0401
15/05/01

Please see continuation sheet.

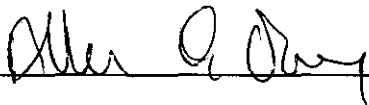
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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

16/05/2001

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 CF4 3UZ

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Under Clause 4 of the Original Debenture, the Chargor with full title guarantee charges with the payment of the Secured Obligations and so that the charges created shall be a continuing security:

- (a) The freehold and leasehold property (if any) of the Chargor both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the schedule to the Original Debenture (and, where any such property is leasehold, any present or future right or interest conferred upon the Chargor in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Chargor in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Chargor in any such plant and machinery from time to time hired, leased or rented by the Chargor from third parties or acquired by the Chargor from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Chargor's right to any refund of rentals or other payments.
- (b) All book debts both present and future due or owing to the Chargor or in which the Chargor is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.
- (c) All other debts, claims, rights and choses in action both present and future of the Chargor or in which the Chargor is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):
 - (i) deposits and credit balances held by the Chargor with the Bank or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing the Chargor (and the proceeds thereof);
 - (ii) any amounts owing to the Chargor by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Chargor (and, in each case, the proceeds thereof);
 - (iii) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Chargor under any building, construction or development contract or by virtue of the Chargor's rights under any retention or other trusts whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);
 - (iv) without prejudice to sub-paragraph (v) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Chargor has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance);
 - (v) any amounts owing or which may become owing to the Chargor by way of damages, compensation or otherwise under any judgment or order of any competent authority

howsoever arising or by way of settlement or compromise of any legal proceedings;
and

- (vi) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are described in paragraph (b) above.
- (d) Where the Chargor for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods the full benefit of and all rights under the Credit Agreement, including all money payable under or in respect of the Credit Agreement.
- (e)
 - (i) The Securities;
 - (ii) all rights in respect of or incidental to the Securities; and
 - (iii) the Interests in Securities.
- (f) The Intellectual Property Rights.
- (g) The goodwill and the uncalled capital of the Chargor both present and future.
- (h) All other plant and machinery, fittings and equipment (not in any case being the Chargor's stock-in-trade or work in progress) now or at any time hereafter belonging to the Chargor or in which the Chargor is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Chargor.
- (i) All the rights, interests and benefits of the Chargor under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Chargor is a party in the capacity of hirer, purchaser or leasee including (without prejudice to the generality of the foregoing) the Chargor's right to any refund of rentals or other payments.
- (j) The undertaking and all property and assets of the Chargor both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property described in paragraphs (a) to (i) above (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges).

The Chargor must not:

- (A) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property described in paragraph (j) above) provided that for the avoidance of doubt this paragraph (A) shall not prevent the Chargor without such consent collecting proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Chargor's business and paying the same into the Chargor's account(s) with the Bank in accordance with sub-clause 5.7(a) of the Original Debenture and provided further that where the Bank makes a payment at the request of the Chargor which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of this clause to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank;

- (B) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Chargor's business as conducted during the 12 months preceding the date when the lien first came into existence;
- (C) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by paragraph (B) above;
- (D) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property described in paragraph (j) above whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date hereof;
- (E) vary or purport to vary any Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Credit Agreement or any security or guarantee provided in relation thereto provided that the Chargor shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Credit Agreement or such security or guarantee; or
- (F) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following:
 - (i) sales, agreements for sale or transfers of any property or rights whatsoever of the Financier; and/or
 - (ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever; and/or
 - (iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in sub-paragraph (c)(vi) above.

IN THIS FORM 395:

"Charged Property"

means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described in sub-clause 4.1 of the Original Debenture and references to the Charged Property include references to any part of it;

"Credit Agreement"

means the facility letter dated 11th December, 2000 (as amended from time to time) in relation to bonding lines with an initial term of at least five years, up to a maximum amount of £20,000,000.

"Enfranchising Legislation"

means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954;

"Intellectual Property"

means:

- (a) all present and future copyrights, patents, displays, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Chargor is legally, beneficially or otherwise interested;
- (b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licenses in respect of or relating to any intellectual property rights whether such licences are granted to the Chargor or granted by the Chargor; and
- (c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Chargor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programs, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated;

"Interests in Securities"

means the Securities and all stocks, shares, securities, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith;

"Securities"

means all stocks, shares, bonds, certificates of deposit, depository receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which are now or may at any time hereafter be owned by the Chargor or in which the Chargor may be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member (whether the Chargor itself or a third party) of CREST or any other similar system) including, without limitation:

- (a) loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985) of the Chargor;
- (b) the full benefit of all stocks, shares, certificates of deposit, depository receipts and securities which or the certificates for which are now or may at any time hereafter be lodged by the Chargor or on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Chargor for or to the order of the Bank at the request of or by arrangement with the Chargor;
- (c) all property and rights of the Chargor in respect of any account now or hereafter held by or for the Chargor as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, securities, certificates of deposit, depository receipts, securities or other interests or rights whatsoever without limitation; and
- (d) all rights in respect of or incidental to the Charged Property described above.

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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 SUPPLEMENTAL DEBENTURE (THE "SUPPLEMENTAL DEBENTURE") AMENDING AND RESTATING A DEBENTURE DATED 22nd DECEMBER 1999 (THE "ORIGINAL DEBENTURE") DATED THE 26th APRIL 2001 AND CREATED BY WASTENOTTS (RECLAMATION) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC UNDER THE ORIGINAL DEBENTURE AND ALL OTHER MONIES AND LIABILITIES EXPRESSED TO BE SECURED BY THE ORIGINAL DEBENTURE (INCLUDING WITHOUT LIMITATION ANY EXPENSES AND CHARGES ARISING OUT OF OR IN CONNECTION WITH THE ACTS OR MATTERS REFERRED TO IN CLAUSES 10, 13, 18 AND 23 OF THE ORIGINAL DEBENTURE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MAY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MAY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC
MB