

Time critical refers to

Short particulars of all the property charged

1. Fixed Charges, Assignments and Floating Charge

1.1 As security for the due and timely payment and discharge of the Secured Obligations, the Company as beneficial owner hereby:

FIXED CHARGES

(i) charges in favour of the Trustee as trustee for the Beneficiaries by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date hereof shall be a charge by way of legal mortgage) each of the following, namely:

(a) Land

the Real Property;

(b) Tangible Movable Property

the Tangible Movable Property;

See continuation page no. 1

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legibly, preferably
in black type, or
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Particulars as to commission allowance or discount (note 3)

None

Signed



Date 22/12/1994

On behalf of ~~company~~ (chargee)†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

2692681

Name of company

Tyseley Waste Disposal Limited (the "Company")

~~Limited~~*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Definitions :

"Acceleration Event" means the event that the Company gives a notice of termination to the Agent under the Facility Agreement, whereupon the Agent may by written notice to the Company declare the loan under the Facility Agreement to be immediately due and payable or to be due and payable on demand of the Agent;

"Agent" means the financial institution appointed as agent under the Facility Agreement for the time being;

"Banks" means the banks as described therein in the Facility Agreement;

"Beneficiaries" means the Trustee, the Agent and the Banks ;

"Charged Property" means, subject to any contrary indication, the assets and property of the Company from time to time charged in favour of, or assigned (whether at law or in equity) to, the Trustee by or pursuant to the Debenture;

"Collection Account" means the account of the Company held with Banque Paribas, London branch, 33 Wigmore Street, London W1M 0BN for the purpose of collecting the fees payable by Birmingham City Council under the Waste Disposal Contract after the completion date of the New Plant;

"Construction Contract" means a contract dated 13 July 1994 between the Company and Birwelco Limited to build the New Plant;

"Contractor's Fleet Item" means any vehicle which is provided by the Company to perform the services contemplated by the Waste Disposal Contract;

"Contracts" means the Waste Disposal Contract, the Construction Contract, each Fleet Item Lease and all other contracts and agreements entered into by the Company which are indispensable for the performance of the Waste Disposal Contract;

"Debt Service Account" means the account of the Company held with Banque Paribas, London branch, 33 Wigmore Street, London W1M 0BN bearing account number 022 101 9563, or such other account as may be agreed between the Agent and the Company;

"Enforcement Event" means the occurrence of any of the following events:

- (i) an Ordinary Enforcement Event; or
- (ii) an Acceleration Event (as defined in the Facility Agreement); or
- (iii) a Special Enforcement Event;

"Facility Agreement" means a facility agreement dated 19 December 1994 between, inter alia, the Company as borrower, Banque Paribas as lead-manager, agent and trustee, the Banks (as therein defined) as lenders, in which the Banks have agreed to grant a loan facility to the Company up to a maximum amount of eighty-one million three hundred thousand Pounds Sterling (£81,300,000);

"Fleet Item Lease" means each lease or hire-purchase agreement entered into or to be entered into by the Company in relation to the leasing by the Company of any Contractor's Fleet Item;

"Insurance Policies" means the policies of insurance, details of which are set out in the Second Schedule hereto and any other policies of insurance in respect of the Charged Property or any part thereof in which the Company may now or hereafter have an interest;

"Intellectual Property" means all letters patent, trade marks, trade names, service marks, designs, utility models, copyrights, design rights, moral rights, inventions, confidential information, know how and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered;

"New Plant" means a new incinerator plant with nominal capacity of 350,000 tonnes of domestic waste per year, linked to a 35mw electricity generating turbine, and a clinical waste incinerator, to be built under the Construction Contract,

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

(c) **Accounts**

all rights and claims to which the Company is now or may hereafter become entitled in relation to all monies now or at any time hereafter standing to the credit of any of the Debt Service Account and the Special Accounts together with all rights relating or attaching thereto (including the right to interest);

ASSIGNMENTS

- (ii) assigns to the Trustee as trustee for the Beneficiaries all the Company's right, title and interest in and to each of the following:

(a) **Property Rights**

all rights and claims to which the Company is now or may hereafter become entitled in relation to the Real Property and the Tangible Movable Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee or licensee of any of the Real Property and any guarantor or surety for the obligations of such person and, to the extent that any of the Tangible Movable Property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto;

(b) **Insurance**

all rights and claims to which the Company is now or may hereafter become entitled in relation to the proceeds of any of the Insurance Policies;

(c) **Termination Claim**

all rights and claims of the Company to payment by Birmingham City Council of any amount payable (whether by way of damages or by agreement) in consequence of termination of the Waste Disposal Contract (the "Termination Claim");

(d) **Other Monetary Claims under the Waste Disposal Contract**

all rights and claims to which the Company is now or may hereafter become entitled in relation to any amount payable to it under or in connection with the Waste Disposal Contract;

(e) **Relevant Awards and Relevant Judgments**

all rights of the Company under or in respect of all Relevant Awards and Relevant Judgments;

(f) **Compensation Payments**

all rights and claims to which the Company is now or may hereafter become entitled to any monies payable to the Company by way of compensation in connection with the Charged Property or any part thereof under the provisions of Section 25 of the Law of Property Act 1969 or under the Landlord and Tenant Acts 1927 to 1954 or otherwise howsoever;

- (iii) assigns in equity to the Trustee as trustee for the Beneficiaries all the Company's right, title and interest in and to:

(a) **Waste Disposal Contract**

the Waste Disposal Contract other than the rights and claims assigned pursuant to sub-paragraph (ii) (c) and (d) above;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company number

2692681

Name of company

Tyseley Waste Disposal Limited (the "Company")

~~Limited~~

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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"Operating Support Agreement" means each agreement to be entered into between the Company and Onyx UK Limited or, as the case may be, Esys-Montenay S.A. in relation to the operation of the New Plant under which Onyx UK Limited or, as the case may be, Esys-Montenay S.A. agrees to provide certain operating support services to the Company.

"Ordinary Enforcement Event" means any of the following events:

- (i) a failure by any of the Company, Esys-Montenay S.A., or Compagnie Générale d'Entreprises Automobiles S.A. to pay any sum due under the Debenture or the Facility Agreement on the date on which that sum became payable (including in consequence of acceleration due to an event of default under the Facility Agreement), provided that the sum in question was:
 - (a) when it fell due at least £ 5,000,000 (five million Pounds Sterling) and has remained unpaid for at least 6 months, or
 - (b) for some lesser amount and has remained unpaid for at least 6 months and the total amount due and unpaid under the Debenture or the Facility Agreement (taking account of amounts which subsequently fall due and remain unpaid) is at least £ 5,000,000 (five million Pounds Sterling);
- (ii)
 - (a) the presentation of a petition for the making of an administration order in relation to the Company; or
 - (b) the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company; or
 - (c) the presentation of a petition for the compulsory winding-up of the Company if such petition is not dismissed within 21 days of its presentation;
- (iii)
 - (a) Birmingham City Council gives notice to the Company under Clauses 26.2.2 or 26.2.3 of the Waste Disposal Contract or a notice of termination of the Waste Disposal Contract; or
 - (b) 21 days have elapsed since Birmingham City Council gave notice to the Company under Clause 26.2.1 of the Waste Disposal Contract;

"Payment Claim" means an account submitted by the Company for the payment of fees payable by Birmingham City Council under the Waste Disposal Contract;

"Potential Event of Default" means any condition, event or act which with the giving of notice and/or the expiry of time specified in the Facility Agreement and/or the fulfilment of any requirement specified in the Facility Agreement would constitute an event of default;

"Project" means activities in relation to the design, equipment, construction and operation of the New Plant;

"Real Property" means the registered and unregistered land, of which the Company is the registered proprietor or owner referred to in the first Schedule hereto and all buildings, trade and other fixtures, fixed plant and machinery from time to time on such land;

"Relevant Award" and "Relevant Judgment" means :

- (i) a final award made by an arbitrator under Clause 31 of the Waste Disposal Contract which orders Birmingham City Council to pay a money amount to the Company and is capable of enforcement; and
- (ii) a judgment of a court (including a summary judgment under Order 14 of the Rules of the Supreme Court or under Order 9, Rule 14 of the Rules of the County Court) which orders Birmingham City Council to pay a money amount to the Company, unless and for so long on a stay of execution of the judgment has been ordered;

In each case, in connection with an amount payable by the Company under the Facility Agreement but in respect of which the due date has been deferred, and which orders Birmingham City Council to pay an amount to the Company in respect of fees payable by Birmingham City Council under the Waste Disposal Contract which relate to the above mentioned amounts payable by the Borrower for which the due dates have been deferred;

(b) Other Contracts

the Contracts, other than the Waste Disposal Contract and the Operating Support Agreement;

FLOATING CHARGE

Please complete
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in black type, or
bold block lettering

(iv) charges in favour of the Trustee as trustee for the Beneficiaries by way of first floating charge the whole of the Company's assets and property, present and future, directly related to the Project, excluding:

- (a) any assets or property for the time being effectively charged to the Trustee by way of fixed charge or effectively assigned (whether at law or in equity) to the Trustee or otherwise subject to an effective fixed security in favour of the Trustee; and
- (b) any Intellectual Property owned by the Company, but such charge shall include all licences and other rights to use belonging to the Company in relation to any Intellectual Property other than trade marks, trade names and service marks.

2. Perfection of Security and Further Assurance

By Clause 4 of the Debenture, the Company has covenanted with the Trustee to deliver notices of assignment in respect of the assignments in Clause 1 above, and the Company will execute and do all such acts, assurances, deeds and things as may be required for perfecting the security created by the Debenture, and additionally in respect of the Charged Property:

- (i) in the case of any freehold, leasehold or other immovable property acquired by the Company or any nominee after the execution of this Debenture forming part of the Charged Property title to which (either before or after the acquisition thereof) is registered under the Land Registration Acts 1925 to 1988, the Company shall promptly notify the Trustee of the title number(s) and contemporaneously with the making of an application to H.M. Land Registry for the registration of the Company or its nominee (as the case may be) as the Registered Proprietor thereof apply to H.M. Chief Land Registrar to enter a Notice of this Debenture on the Charges Register of such property.
- (ii) upon the execution of this Debenture and further upon the acquisition by the Company of any interest in any freehold, leasehold or other immovable property which forms part of the Charged Property or the taking out by the Company of any policy of insurance, the Company shall deliver to the Trustee (or procure delivery to the Trustee of), and the Trustee shall be entitled to hold and retain, all deeds and documents of title (including the policy documents) relating to the same.
- (iii) the Company shall, if so requested by the Trustee, affix to such items of the Charged Property as the Trustee shall in each case stipulate notice of the Security in such form as the Trustee shall reasonably require.
- (iv) the Company hereby applies to H.M. Chief Land Registrar to enter the following restriction in the Proprietorship Register of the leasehold property referred to in the First Schedule hereto owned by the Company title to which is registered under the Land Registration Acts 1925 to 1988:

"Except under an Order of the Registrar no transfer, disposition, dealing, charge or mortgage by the proprietor of the land or any transfer made in the exercise of the power of sale possessed by the holder of any subsequent charge is to be registered or noted without the consent of the proprietor for the time being of Charge No. []".

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
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Company number

2692681

Name of company

Tyseley Waste Disposal Limited (the "Company")

~~Limited~~

delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Security" means the security from time to time constituted by or pursuant to the Debenture;

"Special Accounts" means accounts separate from the Collection Account and the Debt Service Account, opened with the Trustee's branch at 33 Wigmore Street, London W1H 0BN, England to receive :

- (i) Special Deposits;
- (ii) amounts paid by Birmingham City Council under a Relevant Award or a Relevant Judgment before it becomes final;

"Special Deposit" means a deposit made by the Company with the Agent's London branch office (or, in lieu of the Company, Esys-Montenay S.A. and Compagnie Générale d'Entreprises Automobiles S.A., pursuant to an undertaking by them in the Facility Agreement) pursuant to Clause 7.6 of the Facility Agreement;

"Special Enforcement Event" means any of the following events:

- (i) a failure on the part of Birmingham City Council to pay the amount of any Relevant Award or Relevant Judgment within 30 days after it has become final; or
- (ii) the Company gives notice to Birmingham City Council, in accordance with Clause 7.5(b)(ii)(1) of the Facility Agreement, that it has elected to treat the Waste Disposal Contract as having been terminated;

"Tangible Movable Property" means all plant and machinery which is not a fixture and all other chattels now or at any time hereafter belonging to the Company (excluding any of the same for the time being forming part of its stock in trade or work in progress) which are indispensable for the performance of the Waste Disposal Contract; and

"Waste Disposal Contract" means a contract dated 9 July 1993 between Birmingham City Council, Onyx UK Limited and Esys-Montenay S.A. for waste disposal services and the construction of an incinerator plant, such contract as from time to time novated, amended or supplemented, being novated by a deed of novation dated 17 January 1994 between the Company, and the earlier parties, whereby Onyx UK Limited and Esys-Montenay S.A. assigned and transferred all of their respective rights, title, interest and obligations in and under the Waste Disposal Contract to the Company.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

(v) under the terms of the Loan Documents the Beneficiaries are obliged to make further advances. The Company and the Trustee hereby agree that:

(a) For the purposes of sub-clause 94(1)(c) of the Law of Property Act 1925 and Rule 3(139A) of the Land Registration (Charges) Rules 1980, the obligation of the Beneficiaries to make further advances contained in the Facility Agreement shall be deemed to be incorporated in this Debenture as if set out herein mutatis mutandis.

(b) for the purposes of Rule 3(139A) of the Land Registration (Charges) Rules and Section 30(3) of the Land Registration Act 1925, the Company hereby applies to HM Chief Land Registrar to enter a note of the obligation to make further advances on the Charges Register.

3. Crystallisation of Floating Charge

3.1 The Trustee may, at any time after the occurrence of a Potential Event of Default, by notice in writing to the Company convert the floating charge set out in Clause 1(iv) (the "floating charge") with immediate effect into a fixed charge as regards any property or assets specified in the notice.

3.2 Notwithstanding Clause 3.1 and without prejudice to any rule of law which may have a similar effect, the floating charge shall automatically be converted with immediate effect into a fixed charge as regards all the assets subject to the floating charge and without notice from the Trustee to the Company on:

- (i) the presentation of a petition for the compulsory winding-up of the Company;
- (ii) the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company;
- (iii) the presentation of a petition for the making of an administration order in relation to the Company; or
- (iv) the presentation or making of an application for a warrant of execution, writ of *fiat facias*, garnishee order or charging order in respect of any of the assets of the Company subject to the floating charge.

4. Negative Pledge

4.1 By Clause 3.3 of the Debenture the Company has agreed not to assign or purport to assign or otherwise dispose of any interest in all moneys now or hereafter standing to the credit of the Collection Account, the Debt Service Account or any Special Account and all or any rights and benefits relating thereto, except as contemplated in sub-clauses 3.3(i) and (ii) of the Debenture.

4.2 By Clause 6. of the Debenture, the Company has undertaken to the Trustee (subject to limitations in Clause 6.2 of the Debenture) that at no time during the subsistence of the Security will it create, grant, extend or permit to subsist any Security Interest on or over all or any part of the Charged Property.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company number

2692681

Name of company

Tyseley Waste Disposal Limited (the "Company")

~~Limited~~

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (Part 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

5. Appointment of Receiver

Under Clauses 13.1 and 13.2 of the Debenture, the Trustee may on or at any time after the occurrence of an Enforcement Event, have the right to

- (i) take possession of and hold all or any of the Charged Property, and exercise the powers of a mortgage, as set out in Clause 13 of the Debenture; and/or
- (ii) appoint a receiver in respect of the whole or any part of the Charged Property;

subject to the limitations contemplated therein.

6. Collection of Debts and Related Matters

6.1 The Company shall at all times during the subsistence of the Security put in Payment Claims in accordance with the provisions of the Waste Disposal Contract and get in and realise the Payment Claims in the ordinary and usual course of its business and pay the proceeds thereof into the Collection Account.

6.2 The Company shall not at any time during the subsistence of the Security without the prior written consent of the Trustee deal with any of its right, title or interest in connection with or deriving from any Payment Claim otherwise than as specified in Clause 6.1. Without prejudice to the generality of the foregoing, the Company shall not at any such time factor or discount any monetary claim deriving from a Payment Claim or enter into any agreement for such factoring or discounting.

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No. 5
to Form No 395 and 410 (Scot)

Please complete
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Company number

2692681

Name of company

Tyseley Waste Disposal Limited (the "Company")

~~Limited~~*

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inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

THE FIRST SCHEDULE

Details of Real Property

Please complete
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in black type, or
bold block lettering

Registered Land

(Leasehold property in England
and Wales of which the Company is registered
as the proprietor at H.M. Land Registry)

1. Leasehold land comprising 12.25 acres of land at James Road Tyseley Birmingham West Midlands as the same is undergoing first registration at H.M. Land Registry under Title Number WM597018
2. Leasehold land comprising 10 acres of land at Tameside Drive, Castle Bromwich West Midlands as the same is undergoing first registration at H.M. Land Registry under Title Number WM597022
3. Leasehold land comprising 0.60 acres of land at Norris Way Sutton Coldfield Birmingham West Midlands as the same is undergoing first registration at H.M. Land Registry under Title Number WM597021
4. Leasehold land comprising 6 acres of land at Holford Drive Perry Barr Birmingham West Midlands as the same is undergoing first registration at H.M. Land Registry under Title Number WM597019
5. Leasehold land comprising 8 acres of land at Lifford Lane Stirchley Birmingham West Midlands as the same is undergoing first registration of H.M. Land Registry under Title Number WM597020.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 6
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company number

2692681

Name of company

Tyseley Waste Disposal Limited (the "Company")

~~Limited~~

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Short particulars of all the property mortgaged or charged (Continued)

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THE SECOND SCHEDULE

Details of Insurance Policies

Insurer	Policy No (Cover Note No)	Insured Risks	Sums Payable (Sum Insured)	Date of Policy and Duration of Cover
1. Hansa Industrial Insurance N.V.	FB0624L-00	Contractors all risks advanced profits and additional costs	Contract Works - £72,500,000 Advanced Profits - £33,500,000	17.06.94 - 01.12.96
2.1 Hansa Industrial Insurance N.V.	FB0372L-00	Terrorism	Tyseley Property All Risks: £13,500,000 Business Interruption/Additional Costs: £7,200,000	17.01.94 - 16.01.95 inclusive
			Combined Property Damage/Business Interruption/Additional Costs limited to loss of: £8,200,000	
			Other Sites	
			Property All Risks: Lifford Lane £2,834,000 Perry Barr £7,121,000 Castle Bromwich £2,631,000 Norris Way £ 18,000	
			Business Interruption/Additional Costs: £100,000 per occurrence	
2.2 Hansa Industrial	FB0617L-00	Terrorism as per Pool Reinsurance Company rules	Section 1 £25,000,000 (estimated amount at risk at end of first 12 months)	17.06.94 - 16.06.95

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 7
to Form No 395 and 410 (Scot)

Please complete
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Company number

2692681

Name of company

Tyseley Waste Disposal Limited (the "Company")

*delete if
inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Insurer	Policy No (Cover Note No)	Insured Risks	Sums Payable (Sum Insured)	Date of Policy and Duration of Cover
			Section 2 £33,500,000	
3. Hansa Industrial Insurance N.V.	FB0373L/00	Property all risks, machinery breakdown, business interruption and additional costs	Tysley Property All Risks: £13,500,000 Business Interruption/Additional Costs: £7,200,000	17.01.94 - 16.01.95 inclusive
			Combined Property Damage/Business Interruption/Additional Costs limited to loss of £8,200,000	
			Other Sites	
			Property All Risks: Lifford Lane Perry Barr Castle Bromwich Norris Way £2,834,000 £7,121,000 £2,651,000 £ 18,000	
			Business Interruption/Additional Costs: £100,000 per occurrence	

FILE COPY



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

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

COMPANY No. 02692681

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th DECEMBER 1994 AND CREATED BY TYSELEY WASTE DISPOSAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANQUE PARIBAS (AS TRUSTEE FOR THE BENEFICIARIES) UNDER THE TERMS OF THE FACILITY AGREEMENT AND THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 1995.

R. M. CLEAVE

for the Registrar of Companies



COMPANIES HOUSE

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