

MR01

Particulars of a charge

102863/13



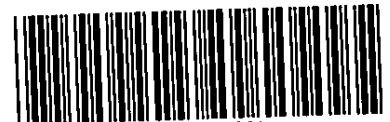
A fee is payable with this form.
Please see 'How to pay' on the
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You can use the WebFiling service to file this form online
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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

SATURDAY



A91

A2NOTK29

21/12/2013

#259

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 2 9 0 2 4 1 6
Company name in full FCC ENVIRONMENT (UK) LIMITED

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01 07 11 12 13

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name GLAS NOMINEES LIMITED (AS SECURITY TRUSTEE)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Paul. B.

For and on behalf of Shepherd & Wedderburn LLP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name MARK SLATER (F0425.27)

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2902416

Charge code: 0290 2416 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2013 and created by FCC ENVIRONMENT (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2013

Q

Given at Companies House, Cardiff on 31st December 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



SHEPHERD WEDDERBURN

Certified a true and complete copy
of the original

Freshfields Bruckhaus Deringer LLP

Freshfields Bruckhaus Deringer LLP

65 Fleet Street
London
EC4Y 1HS

SHARE PLEDGE

by

FCC Environment (UK) Limited

in favour of

GLAS Nominees Limited
as Security Trustee

In respect of the shares in Waste Recycling Group (Scotland)
Limited

17 December 2013

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SHARE PLEDGE

by

FCC ENVIRONMENT (UK) LIMITED, a company incorporated in England and Wales with Registration Number 02902416, with its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton, NN4 7RG (the "**Pledgor**");

in favour of

GLAS NOMINEES LIMITED, a company incorporated in England and Wales, with Registration Number 08466032, with its registered office at 2 London Wall Buildings, London, EC2M 5UU as trustee for the Secured Parties (the "**Security Trustee**")

1. Interpretation

1.1 Terms expressly defined in this Pledge

In this Pledge:

"Agent"	means Banco Bilbao Vizcaya Argentana, S.A. in its capacity as Agent under the Facility Agreement;
"Authorisation"	means an authorisation, consent, approval, resolution, licence, exemption, filing, notansation or registration,
"Borrower"	means Azincourt Investment, S.L.U. a company incorporated under the laws of Spain with tax company number (<i>Código de Identificación Fiscal</i>) B-84825793,
"Company"	means Waste Recycling Group (Scotland) Limited, a company incorporated in Scotland with company number SC210275 whose registered office is at Oatslie Sandpit Landfill Site, Cleugh Road, Roslin, Midlothian, EH25 9QN,
"Default Interest Rate"	means the rate determined in accordance with clause 6.6 (<i>Default Interest Rate</i>) of the Facility Agreement,
"Delegate"	means any delegate, agent, attorney or trustee appointed by the Security Trustee;
"Discharge Date"	means, subject to clause 15.7 (<i>Avoidance of settlements and other matters</i>), the date on which the Agent is satisfied that the Secured Obligations are fully, unconditionally and irrevocably paid and discharged in full,
"Distribution Rights"	means <ul style="list-style-type: none">(a) all dividends, distributions, interest and other income paid or payable on any Share,(b) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise), and(c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share,

"Enforcement Party"	means the Security Trustee or a Delegate,
"Existing Shares"	means the shares in the capital of the Company described in the Schedule,
"Expenses"	means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of this Pledge, taking, perfecting, enforcing or exercising any power under this Pledge, the appointment of any Delegate, the breach of any provision of this Pledge and/or the protection, realisation or enforcement of this Pledge, and includes the costs of transferring to the Security Trustee any security ranking in priority to the security constituted by this Pledge, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require;
"Facility Agreement"	means the commercial credit agreement dated 21 December 2006 between, amongst others, the Borrower and the Agent,
"FCCE"	means FCC Environment (UK) Limited, a company incorporated under the laws of England and Wales with registered number 02902416 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG,
"Further Shares"	means any shares in the capital of the Company (other than the Existing Shares) at any time and from time to time held by the Pledgor;
"Group"	means the Group (" <i>Grupo</i> ", as defined in the Facility Agreement) and for the avoidance of doubt including each party to the RBS Facility other than The Royal Bank of Scotland plc;
"HMRC"	means H M. Revenue and Customs;
"HMRC LFT Liabilities"	means the liabilities owing by certain Chargors to HMRC in an amount equal to £73,898,702.89 in respect of tax obligations arising on or about 23 October 2013 relating to the use of landfill sites for the period of 24 June 2013 to 23 September 2013 (inclusive) as regulated by the terms of the Time to Pay Agreement,
"Intercreditor Agreement"	has the meaning given to it in the Supplemental First Ranking Debenture,
"Party"	means a party to this Pledge,
"Permitted Disposal"	means any disposal which is permitted or required pursuant to the Finance Agreements;
"Permitted Security"	means the security created by this Pledge and any other security which is permitted or required to be entered into pursuant to the Finance Agreements,

"Related Rights"	<p>means, in relation to the Shares</p> <ul style="list-style-type: none"> (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part thereof; (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part thereof; (c) the proceeds of sale of all or any part thereof, and (d) any other moneys paid or payable in respect thereof
"Schedule"	means the schedule annexed to this Pledge and forming part of this Pledge,
"Secured Assets"	means the assets pledged or assigned at clause 3 (<i>Charging clause</i>) and includes any part or parts of them
"Secured Obligations"	means all present and future obligations at any time due, owing or incurred by any member of the Group to any Secured Party (other than HMRC) under any of the Finance Agreements both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity and the HMRC LFT Liabilities PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included this Pledge (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act 2006 unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act 2006,
"Secured Parties"	has the meaning given to that term in the Supplemental First Ranking Debenture and includes any Delegate and "Secured Party" means any of the Secured Parties,
"Security"	a floating charge, mortgage, charge, standard security, pledge, lien, assignment or assignation by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,
"Security Period"	means the period starting on the date of the Pledgor's execution of this Pledge and ending on the Discharge Date,
"Shares"	means the Existing Shares and the Further Shares and all Related Rights,
"Supplemental First Ranking Debenture"	means the supplemental first ranking debenture dated on or around the date of this Share Pledge between 3C Holdings Limited (company number 03610048) and others and the Security Trustee, and

"Voting Event"

means service of a notice by the Security Trustee on the Pledgor on or following an Enforcement Event specifying that the Security Trustee shall be entitled to exercise all voting and other rights and powers attaching to the Shares.

1.2 Definitions contained in the Supplemental First Ranking Debenture

Unless such term is expressly defined in this Pledge (where the definition in this Pledge shall prevail) or some other contrary indication appears, each term used in this Pledge which is defined in the Supplemental First Ranking Debenture shall have the same meaning as in the Supplemental First Ranking Debenture

1.3 Construction

In this Pledge

1.3.1 any reference to:

- (i) **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset,
- (ii) **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,
- (iii) **"indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (iv) **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- (v) **"regulation"** includes any regulation, rule, official directive, request or guideline (in each case, whether or not having the force of law but if not having the force of law, one with which is customary to comply) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (vi) the **"Pledgor"**, the **"Company"**, an **"Obligor"**, the **"Lender"**, the **"Security Trustee"**, a **"Secured Party"** or a **"Party"** shall be construed so as to include its successors in title, permitted assignees and permitted transferees,
- (vii) the **"Security Trustee"** or a **"Secured Party"** shall be construed so as to include its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates,
- (viii) **"set-off"** includes analogous rights and obligations in jurisdictions other than Scotland,

1.3.2 where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);

1.3.3 unless this Pledge expressly states otherwise or the context requires otherwise, (a) each reference in this Pledge to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if

it has been amended or re-enacted since the date of this Pledge) and (b) each reference in this Pledge to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Pledge and whether amended or re-enacted since the date of this Pledge),

1 3 4 each reference to this Pledge (or to any other agreement, instrument or deed) means, at any time, this Pledge (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of this Pledge or of any of the Finance Agreements,

1 3 5 words importing the singular shall include the plural and vice versa, and

1 3 6 the index and clause and Schedule headings are for ease of reference only

1.4 Conflict

In the event of any inconsistency or conflict between the provisions of this Pledge and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail

2. Undertaking to pay

The Pledgor hereby, as primary obligor and not merely as surety, undertakes to the Security Trustee that it will pay, discharge and perform the Secured Obligations on demand and (where applicable) in the manner provided in the Finance Agreements.

3. Charging clause

3.1 Grant of security

The Pledgor, by way of continuing security for the payment and discharge of the Secured Obligations

3 1.1 hereby pledges and assigns to and in favour of the Security Trustee the Existing Shares and any Distribution Rights to which it is entitled at the date of its execution of this Pledge, and

3.1 2 irrevocably and unconditionally binds and obliges itself to pledge and assign to and in favour of the Security Trustee and in accordance with the remaining provisions of this clause, any Further Shares and any Distribution Rights to which it becomes entitled after the date of its execution of this Pledge

3 2 Release

On the Discharge Date the Security Trustee will, at the request and cost of the Pledgor, release the Secured Assets from the security constituted by this Pledge

4. Deposit of certificates and transfers

4.1 Delivery of documents

The Pledgor shall at its own expense

4 1 1 promptly upon execution of this Pledge, deliver or cause to be delivered to the Security Trustee, certificates and other documents of title or evidence of ownership in the name of the Security Trustee or (if specified by the Security Trustee) its nominee in respect of the Existing Shares and Distribution Rights, and

4 1 2 on each future occasion on which the Pledgor becomes entitled to any Further Shares or Distribution Rights (whether by purchase, subscription or otherwise), deliver or cause to be delivered to the Security Trustee, certificates and other documents of title or evidence of ownership in the name of the Security Trustee or (if specified by the Security Trustee) its nominee in respect of such Further Shares and Related Rights as soon as reasonably practicable

4.2 Share Transfers

The Pledgor shall:

- 4.2.1 promptly upon execution of this Pledge, deliver or cause to be delivered to the Security Trustee evidence that the board of directors of the Company has approved the transfer of the Existing Shares for registration in accordance with the articles of association of the Company and that the name of the Security Trustee or (as the case may be) its nominee has been entered in the register of members of the Company in respect of the Existing Shares, and
- 4.2.2 on each future occasion on which the Pledgor becomes entitled to any Further Shares, deliver or cause to be delivered to the Security Trustee evidence that the board of directors of the Company has approved the transfer of such Further Shares for registration in accordance with the articles of association of the Company and that the name of the Security Trustee or (as the case may be) its nominee has been entered in the register of members of the Company in respect of such Further Shares as soon as reasonably practicable

4.3 Security Trustee Undertakings

The Security Trustee shall

- 4.3.1 As soon as reasonably practicable after receipt of the same deliver to the Pledgor copies of all notices, circulars, letters, reports, accounts and other communications which it receives as a result of its holding of the Shares which it is required by law to forward to the Chargor;
- 4.3.2 take such steps and sign such documents (or procure that its nominee will do so) as are (subject to compliance with applicable laws and receipt of adequate notice) requested by the Pledgor and necessary in order to give effect to the terms of this Pledge

5. Further assurance

The Pledgor shall, at its own expense, promptly take whatever action the Security Trustee may reasonably require or consider expedient for

- 5.1 creating, perfecting or protecting any Security intended to be created by or pursuant to this Pledge;
- 5.2 facilitating the realisation of any Secured Asset;
- 5.3 creating and perfecting Security in favour of the Security Trustee over any property or assets of the Pledgor located in Scotland or any other jurisdiction equivalent or similar to the Security intended to be created, or expressed to be created, by this Pledge, and
- 5.4 facilitating the exercise of any right, power or discretion exercisable by the Security Trustee in respect of any Secured Asset

6. Negative pledge and disposal restrictions

- 6.1 During the Security Period, the Pledgor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets, nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in this clause 6.1, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising indebtedness or of financing the acquisition of an asset
- 6.2 Clause 6.1 does not apply to any Security which is a Permitted Security or to a disposal which is a Permitted Disposal

7. Representations and warranties

7.1 The Pledgor represents and warrants to the Security Trustee as follows

7.1.1 Priority of Security

subject to the Legal Reservations, on the transfer of the Shares to the Security Trustee and the registration of such transfer in the register of members of the Company, the Security created by this Pledge constitutes first priority Security over the assets which are expressed to be subject to such Security and those assets are not subject to any other Security other than Permitted Security in favour of the Security Trustee

7.1.2 Shares

in respect of the Shares

- (i) the Shares specified in the Schedule are at the date of this Pledge the only Shares owned by it in the Company,
- (ii) it is and will remain the sole owner of the Secured Assets and it will remain the sole owner of the Shares subject to the provisions of this Pledge;
- (iii) the Shares are fully paid and none of the Secured Assets is subject to any security interest, encumbrance, option to purchase or similar rights of any person other than the Security Trustee,
- (iv) the Security Trustee and any transferee of the Security Trustee is entitled to be registered or to require a nominee to be registered as member of the Company to which the Shares relate without any right of the board of directors of any the Company to refuse registration or to consent to such registration only subject to satisfaction of conditions; and
- (v) it has not nominated another person or persons to enjoy or exercise all or any of its rights as the registered holder of the Shares

7.2 Each of the representations and warranties set out in clause 7.1 shall be deemed to be repeated on each day during the Security Period on which representations and warranties set out in clause 12 (*Representations and Warranties*) of the Facility Agreement are, or are deemed to be, made or repeated

8. Undertakings

Throughout the Security Period, the Pledgor undertakes to the Security Trustee as follows:

8.1 Matters relating to Shares

8.1.1 It will promptly pay all calls or other payments due and payable in respect of any of the Shares and meet any other obligations arising in respect of the Shares, failing which the Security Trustee may (but shall not be obliged to and shall not be liable for any failure to do so) make the relevant payments or meet such obligations, the amount of which shall be repayable by the Pledgor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations;

8.1.2 Save with the prior written consent of the Security Trustee it will not:

- (i) apply for, or consent to, the conversion of any Shares held in certificated form into uncertificated form, or
- (ii) nominate another person or persons to enjoy or exercise all or any of its rights as the registered holder of the Shares

8.2 Not jeopardise Security

It will not do or omit to do anything, or allow anything to be done or omitted, the result of which may be in any way to depreciate, jeopardise or otherwise prejudice the value to the

Security Trustee of the Security created by this Pledge or the priority of its ranking as expressed in this Pledge.

8 3 Effect registrations

It will effect all registrations, make all filings or applications and pay all Taxes, rents, fees or dues necessary to keep in full force and effect, and where necessary to renew or extend, all the Secured Assets and the Pledgor's right to make full use and enjoy the full benefit of the Secured Assets

8 4 Proceedings

At its own cost and expense, it will use its best endeavours to enforce, institute, continue or defend all proceedings affecting the Secured Assets, their state or condition or continued use or value so as to preserve to the fullest extent the value to the Security Trustee of the Security created by this Pledge

8 5 Retention of documents

The Security Trustee may retain any document delivered to it until the Discharge Date and if, for any reason, the Security Trustee ceases to hold any such document before such time, it may, by notice to the Pledgor, require that the relevant document be redelivered to it and the Pledgor shall within 3 Business Days of demand (or, following the occurrence of an Enforcement Event, immediately) comply (or procure compliance) with such notice

8 6 Power to remedy

If the Pledgor fails to comply with any of the undertakings set out or referred to in clauses 8 2 (*Not jeopardise Security*) to 8 5 (*Retention of documents*) inclusive, it will allow (and irrevocably authorises) the Security Trustee and/or such persons as the Security Trustee nominates to take on behalf of the Pledgor such action (including the making of payments) as is necessary to protect any relevant assets against the consequences of such failure to comply and/or to ensure compliance with such covenants and undertakings and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Pledgor on demand, together with interest at the Default Interest Rate, from the date of demand until settlement and shall constitute Secured Obligations

8 7 Indemnity

It will indemnify the Security Trustee and will keep the Security Trustee indemnified against all costs, Taxes, losses and liabilities incurred by the Security Trustee as a result of any default by the Pledgor in the performance of any of the obligations expressed to be assumed by it in this Pledge and in connection with the exercise by the Security Trustee of its rights contained in clause 8 6 (*Power to remedy*) All sums the subject of this indemnity will be payable by the Pledgor to the Security Trustee on demand

9. Dividends and voting rights

9.1 Until the occurrence of an Enforcement Event of which the Security Trustee has notified the Chargor and/or FCCE, but not thereafter, the Pledgor

9 1 1 will be entitled to receive and retain all dividends, distributions, interest and other monies paid on or derived from the Shares and the Security Trustee will hold all dividends, distributions, interest and other monies paid on or derived from the Shares and received by it for the account of the Pledgor and will pay such sums to the Pledgor as soon as reasonably practicable after being called to do so,

9.1.2 will be entitled to exercise all voting and other rights and powers attaching to the Shares, provided that it will not exercise any such voting rights or powers in a manner which would vary the rights attaching to or conferred by the Shares in any way or which could reasonably be expected to adversely affect the interests of the Secured Parties or which could reasonably be expected to prejudice the value of or the ability of the Security Trustee to realise the security created by this Pledge and the Security Trustee will exercise all voting and other rights and powers attaching to the Shares as the Pledgor shall from time to time so direct in writing; and

- 9.1.3 shall give to the Security Trustee reasonable notice of the manner in which it proposes to exercise the rights and powers referred to in clause 9.1.2
- 9.2 Upon the occurrence of a Voting Event the Security Trustee may exercise or refrain from exercising any applicable voting or other rights and powers attaching to the Shares as it thinks fit.
- 9.3 Upon the occurrence of an Enforcement Event the Security Trustee may retain any dividends, payments or other distributions attributable to such Shares, but in any case the Security Trustee will not be under any duty to ensure that any dividend, distributions or other monies payable in respect of those Shares are duly and promptly paid or received by it or its nominee or to verify that the correct amounts are paid or received by it or its nominee or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares

10. Enforcement of security

- 10.1 At any time after the occurrence of an Enforcement Event, the Security Trustee shall be entitled, without any consent, notice or further notice, from or to the Pledgor or any other person, either in its own name or in the name of the Pledgor or otherwise and in such manner and upon such terms and conditions as the Security Trustee thinks fit:

10.1.1 Deal with Secured Assets

to sell, transfer, assign, exchange and otherwise dispose of or realise the Secured Assets either by public offer or auction, tender or private contract and for such consideration and on such other terms and conditions as the Security Trustee shall in its absolute discretion determine and so that the Security Trustee may (without limitation) do any of these things for a consideration consisting of cash, debentures, or other obligations or other valuable consideration of any kind and any such consideration may be payable or delivered in a lump sum or by instalments spread over such period as it may think fit and shall be applied by the Security Trustee to reduce the Secured Obligations,

10.1.2 Rights of Ownership

to exercise and do (or permit the Pledgor to exercise and do) all such rights and things as the Security Trustee would be entitled to exercise and do if it were the absolute owner of the Secured Assets and the registered holder of the Shares,

10.1.3 Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions or demands with or by any person relating in any way to the Secured Assets,

10.1.4 Legal Actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Secured Assets,

10.1.5 Redemption of Security

to redeem any Security Interest (whether or not having priority to this Charge) over the Secured Assets and to settle the accounts of the holders of any prior security,

10.1.6 Other Powers

to do all such other acts and things as it may, acting bona fide, consider necessary or expedient for the realisation of the Secured Assets or incidental to the exercise of any of the rights conferred on the Security Trustee under or by virtue of this Pledge and to concur in the doing of anything which the Pledgor has the right to do and to do any such thing jointly with any other person

11. Payments, accounts and application of proceeds

11.1 Recoveries

The proceeds arising from the exercise of the powers of the Security Trustee will, subject to any claims ranking in priority to the Secured Obligations, be applied in accordance with the terms of the Intercreditor Agreement

11.2 Right of appropriation

During the Security Period any Secured Party is entitled to appropriate money and/or assets to the Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Pledgor

11.3 No set-off by Pledgor

The Pledgor shall not exercise any right of set-off or counterclaim it might have in respect of any payment due to the Security Trustee under this Pledge.

11.4 Security Trustee's rights of set-off

The Security Trustee may, at any time after this Pledge has become enforceable, and without notice (a) combine or consolidate all or any of the Pledgor's then existing accounts with, and liabilities to, the Security Trustee, (b) set-off or transfer any sums standing to the credit of any one or more of such accounts, and/or (c) set-off any other matured obligation owed by the Security Trustee to the Pledgor, in or towards satisfaction of any of the Secured Obligations, and if any amount is in a different currency from the amount against which it is to be set-off, the Security Trustee may convert either amount (or both) at any reasonable time and at any reasonable rate. The Security Trustee shall notify the Pledgor in writing that any such transaction has taken place

11.5 Suspense Account

The Security Trustee may, at any time, credit to an interest bearing suspense account any money received by it under this Pledge, to be held for so long as and on such terms as the Security Trustee may determine pending its application towards discharging the Secured Obligations.

11.6 New account

If the Security Trustee receives notice of a subsequent mortgage or charge relating to the Secured Assets, it will be entitled to close any account and to open a new account in respect of the closed account. If the Security Trustee does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.

11.7 Time deposit

Without prejudice to the provisions of clause 11.4 (*Security Trustee's rights of set-off*), if at any time the Pledgor has made a deposit with a Secured Party on terms that it will be repaid on a specified date (a "**Time Deposit**") then (a) if the relevant Secured Party has made any demand under clause 2 (*Undertaking to pay*), it may vary the terms of such Time Deposit so that it becomes repayable immediately or on any other date before such specified date; or (b) if an Enforcement Event has arisen but no amount of Secured Obligations has fallen due before such specified date, the relevant Secured Party may renew such Time Deposit for such further maturity as it in its absolute discretion determines

11.8 Tax gross-up

The provisions of clause 9 (*Payments*) of the Facility Agreement shall apply to any payments made by the Pledgor under or pursuant to this Pledge

11.9 Currency of payment

No payment to the Security Trustee (whether under any decree or court order or otherwise) shall discharge the obligation or liability of the Pledgor in respect of which it was made unless and until the Security Trustee shall have received payment in full in sterling. To the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of

such obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against the Pledgor and shall be entitled to enforce this Pledge to recover the amount of the shortfall

11 10 **Calculations**

The Security Trustee's calculation of any amount payable by the Pledgor under this Pledge at any time will be conclusive (unless it has made an obvious mistake)

12. Protection of third parties

12 1 **No duty to enquire**

A buyer from, or other person dealing with, any Enforcement Party will not be concerned to enquire whether any of the powers which such Enforcement Party has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Pledge

12.2 **Receipt conclusive**

The receipt of the Security Trustee shall be an absolute and conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Trustee

13. Protection of Secured Parties

13 1 **Security Trustee's receipts**

Neither the Security Trustee nor any Secured Party shall be obliged to account to the Pledgor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or who the Security Trustee, acting reasonably, believes to be entitled) in accordance with the requirements of this Pledge

13 2 **Exclusion of liability**

13 2 1 No Enforcement Party will be liable to the Pledgor for any expense, loss liability or damage incurred by the Pledgor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct

13 2 2 The Pledgor may not take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Pledge

13 3 **Pledgor's indemnity**

The Pledgor will, within 3 Business Days of demand, pay and reimburse each Secured Party, Delegate, manager or other person (including the officers of such persons) appointed by the Security Trustee or a Delegate under this Pledge, on the basis of a full indemnity, in respect of all costs and expenses (including legal fees and other out of pocket expenses and any value added tax or other similar tax thereon) properly incurred by such person in connection with the holding, preservation, amendment, waiver, consent, release or enforcement or the attempted preservation or enforcement of any of the Secured Parties' rights under this Pledge or otherwise in connection with the performance of this Pledge or any documents required pursuant to this Pledge including any costs and expenses arising from any actual or alleged breach by any person of any law, agreement or regulation, whether relating to the environment or otherwise (including the investigation of such breach) and will keep each of those persons indemnified against any failure or delay in paying those costs and expenses. Any such person who is not a party to this Pledge may rely on this Clause 13 3 and enforce its terms

14. Power of Attorney

14.1 Grant of power

The Pledgor irrevocably appoints the Security Trustee and any person nominated for the purpose by the Security Trustee (in writing, signed by an officer of the Security Trustee) as its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- 14.1.1 prior to the occurrence of an Enforcement Event, to do anything which the Pledgor is obliged to do under this Pledge but has failed to do and following notice from the Security Trustee of such failure,
- 14.1.2 on and after the occurrence of an Enforcement Event, to do anything which the Pledgor is obliged to do under this Pledge, and
- 14.1.3 to exercise any of the rights conferred on the Security Trustee in relation to the Secured Assets or under any Finance Agreement or the Insolvency Act 1986

14.2 Appropriation

The power of attorney conferred on the Security Trustee shall continue notwithstanding the exercise by the Security Trustee of any right of appropriation pursuant to clause 11.2 (*Right of appropriation*).

14.3 Ratification

The Pledgor ratifies and confirms and agrees to ratify and confirm whatever any attorney shall do in the exercise or purported exercise of the power of attorney granted by it in this clause 14

15. Miscellaneous

15.1 Powers, rights and remedies cumulative

The powers, rights and remedies provided in this Pledge are in addition to (and not instead of), powers, rights and remedies under law

15.2 Exercise of powers, rights and remedies

If an Enforcement Party fails to exercise any power, right or remedy under this Pledge or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

15.3 Discretion

15.3.1 The Security Trustee may decide.

- (i) whether and, if so, when, how and to what extent (i) to exercise its rights under this Pledge and (ii) to exercise any other right it might have in respect of the Pledgor (or otherwise), and
- (ii) when and how to apply any payments and distributions received for its own account under this Pledge,

and the Pledgor has no right to control or restrict the Security Trustee's exercise of this discretion

15.3.2 No provision of this Pledge will interfere with the Security Trustee's right to arrange its affairs as it may decide (or oblige it to disclose any information relating to its affairs), except as expressly stated

15.4 Other security

The Pledgor authorises the holder of any prior or subsequent security to provide to the Security Trustee, and the Security Trustee to receive from such holder, details of the state of account between such holder and the Pledgor

15 5 No assignation by Pledgor

The Pledgor must not assign, novate or otherwise deal with its rights or obligations under or interests in this Pledge, except with the prior written consent of the Security Trustee.

15 6 Transfer by Security Trustee

15 6 1 Save as otherwise provided in the Facility Agreement, the Security Trustee may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Pledge

15 6 2 The Security Trustee may, in accordance with the provisions of the Facility Agreement, disclose any information about the Pledgor, the Secured Assets and/or this Pledge to any person to whom it proposes to assign or novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Pledge, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests

15 6 3 Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Pledge in the same way as if it had been a Party.

15.7 Avoidance of settlements and other matters

15 7 1 If, at any time, there has been a release, settlement or discharge of the Pledgor's obligations under this Pledge and, as a consequence of any insolvency proceedings (or analogous proceedings) or for any other reason, (a) any payment made to any person in respect of any of the Secured Obligations is required to be repaid and/or (b) any such payment or any Security (or other right) held by the Security Trustee in respect of any of the Secured Obligations (whether under this Pledge or otherwise) is void, is set aside or is otherwise affected, then the Pledgor's obligations under this Pledge shall continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant Security (or other right) had not been held by the Security Trustee, and accordingly (but without limiting the Security Trustee's other rights under this Pledge) the Security Trustee shall be entitled to recover from the Pledgor the value which the Security Trustee has placed upon such Security or the amount of any such payment as if such payment, settlement or discharge had not occurred

15 7 2 If the Security Trustee, acting reasonably, considers that any amount paid by the Pledgor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in clause 15 7 1, then for the purposes of this Pledge such amount shall not be considered to have been irrevocably paid

15 8 Waiver of immunity

To the extent that the Pledgor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate or to the extent that in any such jurisdiction there may be attributed to the Pledgor or its assets such immunity (whether or not claimed), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction

15 9 Amendments

No amendment or variation of this Pledge shall be effective unless it is in writing and signed by or on behalf of the Pledgor and the Security Trustee

15 10 Expenses

The Pledgor shall indemnify the Security Trustee on demand against all liabilities, costs, charges and expenses properly and reasonably incurred by the Security Trustee (including the fees and expenses of any legal advisers employed by the Security Trustee and where appropriate any VAT) in connection with the preparation and execution of this Pledge (and any further security taken by the Security Trustee hereunder) and the enforcement or preservation of the Security Trustee's rights under this Pledge, together with interest at the

Default Interest Rate, from the date of demand until settlement, and the amount thereof shall be a Secured Obligation.

16. Communications

All notices relating to this Pledge shall be served in accordance with clause 28 (*Notices*) of the Supplemental First Ranking Debenture.

17. Consent to registration

The Pledgor hereby consents to the registration of this Pledge for preservation and execution.

18. This Pledge

18.1 Finance Agreements

The Security Trustee and the Pledgor designate this Pledge as a Finance Agreement

18.2 Conflict

If there is any conflict between the provisions of the Supplemental First Ranking Debenture and the provisions of this Pledge, the provisions of the Supplemental First Ranking Debenture shall prevail.

18.3 Partial invalidity

18.3.1 If, at any time, any provision of this Pledge is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Pledge, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction

18.3.2 If any Party is not bound by this Pledge (or any part of it) for any reason, this does not affect the obligations of any other Party under this Pledge (or under the relevant part)

18.4 Other security

This Pledge is in addition to, and does not operate in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Security Trustee may now or at any time after the date of this Pledge hold for or in respect of the Secured Obligations

18.5 Ownership of this Pledge

This Pledge is the property of the Security Trustee.

19. Governing law and jurisdiction

19.1 Governing law

This Pledge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the law of Scotland.

19.2 Jurisdiction

For the benefit of the Security Trustee, the Pledgor irrevocably agrees that the Court of Session in Edinburgh is to have jurisdiction to settle any disputes which may arise out of or in connection with this Pledge and that, accordingly, any suit, action or proceedings arising out of or in connection with this Pledge ("**Proceedings**") may be brought in that Court and for no other purpose the Pledgor irrevocably prorogates the jurisdiction of that Court. The Pledgor irrevocably waives any objection to Proceedings in that Court on the grounds of venue or on the ground that the Proceedings have been brought in an inconvenient forum

IN WITNESS WHEREOF these presents consisting of this and the fourteen preceding pages together with the schedule annexed are executed as follows

SUBSCRIBED for and on behalf of
the said FCC ENVIRONMENT (UK) LIMITED

at Freelife, Buckham Design Ltd
65 Fleet Street, London, EC4Y 1HT
on 17 December 2013

FEDERICO
by VICENTE ORTIZ


Print Full Name,
one of its Directors,


before this witness:

MICHAEL JAMES
CHARLIE AINSWORTH
Print Full Name (Trainee Solicitor)

65 Fleet Street,
Address

London, EC4Y 1HT


Director


Witness

SUBSCRIBED for and on behalf of
the said **GLAS NOMINEES LIMITED**
as **Security Trustee**

65 Fleet St, Freshfield, Burchham, Derings LLP,
at London, EC4Y 1HT

on 17 December 2013

by MIA DRENNAN

Print Full Name,

one of its Directors/Authorised
Signatories/two of its Directors,

before this witness:

CHARLIE MICHAEL JAMES ANSWORTH
Print Full Name (Trance Selector).

65 Fleet St,

Address

London, EC4Y 1HT


Director/Authorised Signatory


Director/Witness

This is the Schedule referred to in the foregoing Share Pledge dated ~~14~~ December 2013 by FCC Environment (UK) Limited in favour of GLAS Nominees Limited as trustee for the Secured Parties

SCHEDULE

The Existing Shares

	Name of company in which Shares are held	Jurisdiction of registration and company number	Number and class of Shares (and where held by nominees names of nominees)
1	Waste Recycling Group (Scotland) Limited	Scotland (SC210275)	100 ordinary shares held by the Pledgor