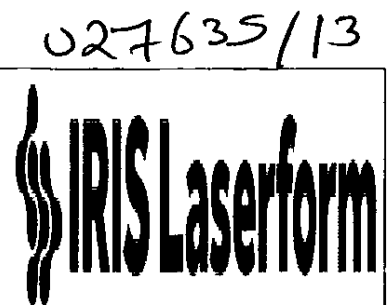


MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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



A21 28/01/2014 #52
COMPANIES HOUSE

1 Company details

Company number 0 2 9 0 2 4 1 6

Company name in full FCC Environment (UK) Limited

For official use
13
→ **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 d 2 / 2 m 0 m 1 y 2 y 0 y 1 y 4

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

MR01

Particulars of a charge

4	Description	<p>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</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
Description	N/A		

5	Fixed charge or fixed security	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
----------	------------------------	---	--

7	Negative Pledge	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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MR01

Particulars of a charge

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

For and on behalf of Shepherd & Wedderburn LLP

Paul I. Bell

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 27-01/MES)

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 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd January 2014 and created by FCC ENVIRONMENT (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2014.

DX

Given at Companies House, Cardiff on 29th January 2014



Companies House



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



SHEPHERD+ WEDDERBURN

SHARE PLEDGE

by

FCC Environment (UK) Limited

in favour of

GLAS Nominees Limited
as Security Agent

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

22 January 2014

CERTIFIED A TRUE AND COMPLETE COPY
OF THE ORIGINAL

FRESHFIELDS BRUCKHAUS DERINGER LLP
65 FLEET STREET
LONDON
EC4Y 1HS

Shepherd and Wedderburn LLP
5th Floor, 1 Exchange Crescent
Conference Square
Edinburgh
EH3 8UL
DX 551970 Edinburgh 53
T +44 (0)131 228 9900
F +44 (0)131 228 1222
www.shepwedd.co.uk

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SHARE PLEDGE

by

FCC ENVIRONMENT (UK) LIMITED, a company incorporated in England 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 Agent**")

1. Interpretation

1.1 Terms expressly defined in this Pledge

In this Pledge

"Authorisation"	means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,
"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"	has the meaning given to that term in the Security Agreement;
"Delegate"	means any delegate, agent, attorney or trustee appointed by the Security Agent,
"Discharge Date"	means, subject to clause 15.7 (<i>Avoidance of settlements and other matters</i>), the date on which the Secured Obligations are irrevocably paid, discharged and performed 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 Agent or a Delegate,
"Event of Default"	has the meaning given to that term in the Security Agreement,
"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 Agent 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,

"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"	has the meaning given to that term in the Senior Facilities Agreement,
"Instructing Group"	has the meaning given to that term in the Intercreditor Agreement,
"Intercreditor Agreement"	has the meaning given to that term in the Senior Facilities Agreement,
"Legal Reservations"	has the meaning given to that term in the Senior Facilities Agreement,
"Liabilities"	has the meaning given to that term in the Security Agreement,
"Parent"	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,
"Party"	means a party to this Pledge,
"Permitted Disposal"	means any disposal which is expressly permitted or required pursuant to the Relevant Finance Documents,
"Permitted Security"	means the security created by this Pledge and any other security which is expressly permitted or required to be entered into pursuant to the Relevant Finance Documents,
"Related Rights"	means, in relation to the Shares <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"	has the meaning given to that term in the Intercreditor Agreement 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 Intercreditor Agreement 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 Agreement"	means the security agreement dated on or around the date of this Share Pledge between the Parent and others and the Security Agent, and
"Security Period"	means the period starting on the date of the Pledgor's execution of this Pledge and ending on the Discharge Date,
"Senior Facilities Agreement"	has the meaning given to that term in the Security Agreement;
"Shares"	means the Existing Shares and the Further Shares and all Related Rights, and
"Voting Event"	means service of a notice by the Security Agent on the Pledgor while an Event of Default is continuing specifying that the Security Agent shall be entitled to exercise all voting and other rights and powers attaching to the Shares

1 2 Definitions contained in the Security Agreement

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 Security Agreement shall have the same meaning as in the Security Agreement.

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 Agent", 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 Agent" 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 Relevant Finance Documents,
- 1 3 5 words importing the singular shall include the plural and vice versa,
- 1 3 6 the index and clause and Schedule headings are for ease of reference only, and
- 1 3 7 an Event of Default is "continuing" if it has not been waived

1 4 Conflict

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

2. Undertaking to pay

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

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 Agent 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 Agent 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 Agent 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 Agent, certificates and other documents of title or evidence of ownership in the name of the Security Agent or (if specified by the Security Agent) 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 Agent, certificates and other documents of title or evidence of ownership in the name of the Security Agent or (if specified by the Security Agent) 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 Agent 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 Agent 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 Agent 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 Agent 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 Agent Undertakings

The Security Agent shall

- 4.3.1 unless an Event of Default is continuing, use its reasonable endeavours to 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

- 5.1 The Pledgor shall promptly do all such acts or execute all such documents as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
 - 5.1.1 to perfect the Security created or intended to be created under or evidenced by this Pledge or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Relevant Finance Documents or by law;
 - 5.1.2 to confer on the Security Agent or confer on the Secured Parties Security over any of its property and assets (located in any jurisdiction) equivalent or similar to the Security intended to be conferred by or pursuant to this Pledge, and/or
 - 5.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of this Pledge
- 5.2 The Pledgor shall take all such action as is available to it (including making or arranging all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Relevant Finance Documents

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 Agent as follows:
 - 7.1.1 **Priority of Security**
subject to the Legal Reservations, on the transfer of the Shares to the Security Agent 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 Agent

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 Agent,
- (iv) the Security Agent and any transferee of the Security Agent 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 22 (*Representations*) of the Senior Facilities Agreement are, or are deemed to be, made or repeated

8. Undertakings

Throughout the Security Period, the Pledgor undertakes to the Security Agent 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 Agent 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 Agent 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 Agent 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 Agent of the Security created by this Pledge

8 5 Retention of documents

The Security Agent may retain any document delivered to it until the Discharge Date and if, for any reason, the Security Agent 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 Event of Default which is continuing, 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 Agent and/or such persons as the Security Agent 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 Agent and will keep the Security Agent indemnified against all costs, Taxes, losses and liabilities incurred by the Security Agent as a result of any default by the Pledgor in the performance of any of the obligations express

ed to be assumed by it in this Pledge and in connection with the exercise by the Security Agent 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 Agent on demand

9. Dividends and voting rights

9 1 Unless an Event of Default is continuing, 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 Agent 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 Agent to realise the security created by this Pledge and the Security Agent 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 Agent 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 Agent may exercise or refrain from exercising any applicable voting or other rights and powers attaching to the Shares as it thinks fit

- 9.3 If an Event of Default is continuing the Security Agent may retain any dividends, payments or other distributions attributable to such Shares, but in any case the Security Agent 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 If an Event of Default is continuing, the Security Agent 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 Agent thinks fit or as the Instructing Group directs

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 Agent shall in its absolute discretion determine and so that the Security Agent 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 Agent 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 Agent 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 Agent 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 Agent will, subject to any claims ranking in priority to the Secured Obligations, be applied in accordance with the terms

of clause 20.1 (*Order of application – proceeds of Common Transaction Security*) of the Intercreditor Agreement.

11.2 **Right of appropriation**

During the Security Period, if an Event of Default is continuing, 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 Agent under this Pledge.

11.4 **Security Agent's rights of set-off**

The Security Agent 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 Agent, (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 Agent 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 Agent may convert either amount (or both) at any reasonable time and at any reasonable rate. The Security Agent shall notify the Pledgor in writing that any such transaction has taken place.

11.5 **Suspense Account**

The Security Agent 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 Agent may determine pending its application towards discharging the Secured Obligations.

11.6 **New account**

If the Security Agent 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 Agent 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 any right of set-off any Secured Party may have under any Relevant Finance Document or otherwise, 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 Event of Default is continuing 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 16 (*Tax Gross-Up and Indemnities*) of the Senior Facilities 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 Agent (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 Agent 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 Agent 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 Agent'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 Agent 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 Agent

13. Protection of Secured Parties

13.1 Security Agent's receipts

Neither the Security Agent 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 Agent, 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 Agent 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 Agent and any person nominated for the purpose by the Security Agent (in writing, signed by an officer of the Security Agent) 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 unless an Event of Default is continuing, to do anything which the Pledgor is obliged to do under this Pledge but has failed to do and following notice from the Security Agent of such failure,
- 14 1 2 if an Event of Default is continuing, to do anything which the Pledgor is obliged to do under this Pledge, and
- 14 1 3 if an Event of Default is continuing, to exercise any of the rights conferred on the Security Agent in relation to the Secured Assets or under any Relevant Finance Document or the Insolvency Act 1986.

14 2 Appropriation

The power of attorney conferred on the Security Agent shall continue notwithstanding the exercise by the Security Agent 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 Agent 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 Agent's exercise of this discretion

15 3 2 No provision of this Pledge will interfere with the Security Agent'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 Agent, and the Security Agent to receive from such holder, details of the state of account between such holder and the Pledgor

15 5 No assignment 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 Agent

15.6 Transfer by Security Agent

- 15.6.1 Save as otherwise provided in the Senior Facilities Agreement, the Security Agent 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 Agent may, in accordance with the provisions of the Senior Facilities 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 Agent 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 Agent, and accordingly (but without limiting the Security Agent's other rights under this Pledge) the Security Agent shall be entitled to recover from the Pledgor the value which the Security Agent 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 Agent, 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 Agent.

16. Communications

All notices relating to this Pledge shall be served in accordance with clause 27 (*Notices*) of the Security Agreement.

17. Consent to registration

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

18. This Pledge**18.1 Finance Documents**

The Security Agent and the Pledgor designate this Pledge as a Finance Document.

18.2 Conflict

If there is any conflict between the provisions of the Security Agreement and the provisions of this Pledge, the provisions of the Security Agreement 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 Agent 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 Agent.

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 Agent, 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 NORTHAMPTON

on 22/1/14

by PAUL TAYLOR.

Print Full Name,

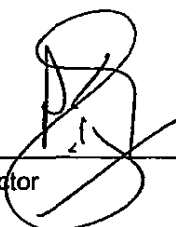
one of its Directors,

before this witness

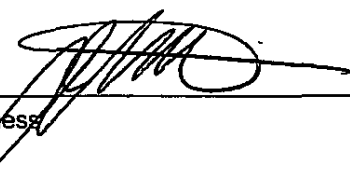
JACQUELINE HINTON

Print Full Name

Address **FCC Environment (UK) Limited**
Ground Floor West
900 Pavilion Drive
Northampton Business Park
Northampton NN4 7RG



Director



Witness

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

at London

on 21/01/14

by ALC **BRIAN CARNE**
Print Full Name, Director/Authorised Signatory

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

before this witness

Leo Meser
Print Full Name

[Signature]
Director/Witness

Address
Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London
EC4Y 1HS

This is the Schedule referred to in the foregoing Share Pledge dated *22 January* 2014 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