

MG01

Particulars of a mortgage or charge



220443/195

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

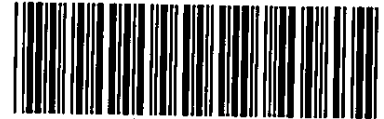
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
use form MG01s

TUESDAY



AJEHHMTK

A28

24/08/2010

169

COMPANIES HOUSE

1

Company details

Company number 0 5 1 8 6 5 8 1

Company name in full Materials Recovery Nominees Limited

(the "Charging Company")

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d1 d3 m0 m8 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 13 August 2010 made between the Charging Company and others (1) in favour of
HSBC Corporate Trustee Company (UK) Limited (in its capacity as Security Agent for the benefit of
the Secured Parties (as defined in the Continuation Pages to Section 6 of this Form MG01)) (2)
(the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Secured Liabilities (as defined in the Continuation Pages to
Section 6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation
Pages to Section 6 of this Form MG01) includes references to such
Finance Document as varied in any manner from time to time, even if
changes are made to the composition of the parties to such
document or to the nature or amount of any facilities made available
under such document

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name HSBC Corporate Trustee Company (UK) Limited

Address (in its capacity as Security Agent for the Secured Parties)

c/o HSBC Bank plc, 8 Canada Square, London

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time.

Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:

Particulars of property mortgaged or charged

1 As security for the payment or discharge of all Secured Liabilities, the Charging Company, with full title guarantee, assigned to the Security Agent

- (a) the benefit of all its Greenstar Acquisition Rights,
- (b) all of its rights, title and interest from time to time in respect of the Insurances comprising the "Assigned Insurances", if any, and
- (c) all of its rights, title and interest from time to time in respect of any Company Loan Agreement

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 1

2 As security for the payment or discharge of all Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Agent

- (a) by way of first legal mortgage, all Real Property in England and Wales belonging to it at the Debenture Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described below

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Greenstar Environmental Limited	Land and buildings at Westpoint, Westgate, Aldridge	WM947639
Greenstar Environmental Limited	Third floor offices, The Gatehouse Alton House Business Park, Aylesbury	BM327024
Greenstar Environmental Limited	Unit 4 Trafalgar Park, Victory Road, Derby	DY434377
Greenstar Environmental Limited	14 Doman Road, Camberley, Surrey, GU15 3DF	SY784660
Verdant Group Limited	Lakeside Pavilion, Kent (Verdant headquarters)	K863741
Verdant Group Limited	Mid Beds Wilstead – Unit A, Wilstead Industrial Park, Watson Road	BD265117
Verdant Group Limited	Anglesey Gaerwen - Local Authority lease	CYM397441
Verdant Group Limited	Swale, Kent - Local Authority lease	K933851
Verdant Group Limited	Surrey Heath, Doman Road	SY784660
Greenstar Holdings Limited	Land and buildings at Unit 2 Ardra Road Edmonton London	AGL192067
Greenstar Environmental Recycling Limited	Units 1-5 Bowmans Business Park Mill Lane, Addlethorpe, Skegness PE24 4TB	LL297581

Continued..

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 2

Greenstar (Leicester Paper Processors) Limited	Unit 18 and 18a-c Snibston Drive Coalville, Leicester	LT148614 and LT277484
Greenstar (M&B) Limited	Land to the south east of Low Mill Lane, Ravensthorpe, Dewsbury	WYK661381, WYK660169 and WYK660168
Greenstar (Firbank Chiltern) Limited	Blackburn Road Industrial Estate Townsend Road, Houghton Regis, Bedfordshire	BD246513 and BD261673
Greenstar Environmental Limited	Land and buildings at Westpoint, Westgate, Aldridge	WM947639

- (b) by way of first fixed equitable charge, all other Real Property belonging to it at the Debenture Date and all Real Property acquired by it in the future, and
- (c) by way of first fixed charge all
- (i) Book Debts at the Debenture Date or in the future due, owing or payable to it, excluding those arising on fluctuating accounts with other members of the Group and except to the extent that such assets are, for the time being, effectively assigned by way of security pursuant to Clause 31 (Assignments),
 - (ii) Bank Accounts in which it has an interest at the Debenture Date or in the future,
 - (iii) Investments which are its property at the Debenture Date, including all proceeds of sale derived from them,
 - (iv) Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (v) Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Investments,
 - (vi) Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Investments,
 - (vii) its uncalled capital and goodwill,
 - (viii) all Specified Intellectual Property belonging to it,

Continued...

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 3

- (ix) other Intellectual Property belonging to it at the Debenture Date including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (x) Intellectual Property that may be acquired by or belong to it in the future including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xi) plant and machinery at the Debenture Date or in the future attached to any Real Property (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 2),
- (xii) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Real Property,
- (xiii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits at the Debenture Date or in the future held by or otherwise benefiting it, except to the extent that such assets are, for the time being, effectively assigned by way of security pursuant to Clause 3 1 (*Assignments*),
- (xiv) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any asset comprised within a fixed Charge except to the extent that such items are for the time being effectively assigned under Clause 3 1 (*Assignments*), and
- (xv) rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of an asset comprised within a fixed Charge except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed Charge under the foregoing provisions of the Debenture

3 As security for the payment or discharge of all Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Agent by way of first floating charge its undertaking and all its assets, both present and future, except to the extent that such assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (*Assignments*) as set out above in paragraph 1 of this Form MG01 or effectively charged by any fixed Charge contained in Clause 3 2 (*Creation of fixed charge*) as set out above in paragraph 2 of this Form MG01, including any assets comprised within a charge which is reconverted under Clause 4 6 (*Reconversion*) as set out below in paragraph 4 of this Form MG01

4 Any floating Charge that has been converted to a fixed Charge by Clause 4 4 (*Conversion by notice*) or Clause 4 5 (*Automatic conversion*) may, by notice in writing given at any time by the Security Agent to the Charging Company (or the Company on its behalf), be reconverted into a floating Charge in relation to the Charged Assets specified in the notice

Continued .

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 4

Covenants and Restrictions contained in the Debenture

- 1 By Clause 5 (*Negative Pledge and other restrictions*) the Charging Company agreed that it would not
 - (a) with the exception of Permitted Security, create or permit to subsist, any Security or Quasi Security over any of its assets, or
 - (b) with the exception of a Permitted Disposal, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any asset
- 2 By Clause 11 3(b) (*Voting after a Declared Default*) the Charging Company agreed that, at any time after the occurrence of a Declared Default (as defined in the Debenture), any Derivative Rights shall, if received by the Charging Company or its nominee, be held on trust for and forthwith paid or transferred to the Security Agent or the Receiver

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 5

Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below

"Assigned Insurances" means each of the Insurances listed below

Name of Chargor	Insurances
Greenstar UK Holdings Limited	Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31 st March 2011
	Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31 st March 2011
	Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31 st March 2011
	Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31 st March 2011

Continued..

MG01 - continuation page
Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 6

Definitions continued

<p>Greenstar Environmental Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>
<p>Verdant Group Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry March 2011</p> <p>Type of Insurance Combined Liability, Employers & Public Liability Insurance, including Property Insurer Aspen Insurance Policy No W10030198 Date of commencement of insurance 1 March 2010 Date of expiry of insurance 28 February 2011</p>

Continued..

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 7

Definitions continued

<p>Greenstar Holdings Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>
<p>Greenstar Environmental Recycling Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>

Continued.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 8

Definitions continued

<p>Greenstar (R U Recycling) Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>
<p>Wastelink Services Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>

Continued...

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 9

Definitions continued

<p>Greenstar (Waste Services) Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>
<p>Greenstar (Leicester Paper Processors) Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>

Continued ..

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 10

Definitions continued

<p>Greenstar (M&B) Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>
<p>Greenstar (Firbank Chiltern) Limited</p>	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>

Continued. .

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 11

Definitions continued

Greenstar (WES) Limited	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>
Wespack Limited	<p>Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31st March 2011</p> <p>Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31st March 2011</p> <p>Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31st March 2011</p> <p>Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31st March 2011</p>

Continued .

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 12

Definitions continued

Greenstar UK Holdings Limited	Motor Insurance Bray Insurance Company Ltd Reinsurer QBE Insurance Policy Number BIC201011M Expiry 31 st March 2011
	Employers Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BICEL201011 Expiry 31 st March 2011
	Public Liability Bray Insurance Company Ltd Reinsurer XL Insurance Policy Number BIC201011PL Expiry 31 st March 2011
	Property Bray Insurance Company Ltd Reinsurer AFM Policy Number BICPD201011 Expiry 31 st March 2011

"Bank Accounts" of the Charging Company means all current, deposit or other accounts with any bank or financial institution in which at the Debenture Date or in the future it has an interest and (to the extent of its interest) all balances at the Debenture Date or in the future standing to the credit of those accounts including those listed opposite its name below, if any

Name of Chargor	Bank Accounts
Greenstar UK Holdings Limited	Name NTR UK Waste Ltd (Loan) Sort Code 517015 Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA
	Name NTR UK Waste Ltd (Current) Sort Code 517015 Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA
	Name Greenstar UK Holdings Ltd (Loan) Sort Code 400520 Account No as specified in the Debenture Address HSBC, 69 Pall Mall, London, SW1Y 5EY

Continued...

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 13

Definitions continued

Greenstar Environmental Limited	<p>Name Greenstar Environmental Ltd (Current) Sort Code 517015 Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p> <p>Name Greenstar Environmental Ltd (Deposit) Sort Code 600846 Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p> <p>Name Greenstar Environmental Ltd (USD) Sort Code 140/01/ Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p> <p>Name Greenstar Environmental Ltd (USD) Sort Code 140/00/ Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p> <p>Name Greenstar Environmental Ltd (EUR) Sort Code 550/00/ Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p>
Verdant Group Limited	<p>Name Verdant Group PLC Sort Code 400520 Account No as specified in the Debenture Address HSBC, 70 Pall Mall, London, SW1Y 5EZ</p>

Continued ..

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 14

Definitions continued

Greenstar Environmental Recycling Limited	<p>Name Greenstar Environmental Recycling Ltd (Current) Sort Code 555009 Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p> <p>Name Greenstar Environmental Recycling Ltd (Deposit) Sort Code 600846 Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p>
Greenstar (R U Recycling) Limited	<p>Name Greenstar (R U Recycling) Ltd Sort Code 20-99-56 Account No as specified in the Debenture Address Barclays, London Service Centre, Gredley House, PO Box 46116, London, EC4N 8WB</p>
Wastelink Services Limited	<p>Name Wastelink Services Ltd Sort Code 20-00-00 Account No as specified in the Debenture Address Barclays, London Service Centre, Gredley House, PO Box 46116, London, EC4N 8WB</p>
Greenstar (Waste Services) Limited	<p>Name Waste Services (UK) Ltd Sort Code 517015 Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p>
Greenstar (Leicester Paper Processors) Limited	<p>Name Greenstar (LPP) Ltd Sort Code 517015 Account No as specified in the Debenture Address Large Corporate Services Team, The Royal Bank of Scotland, Abbey Gardens, 4 Abbey Street, Reading, RG1 3BA</p>

Continued...

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 15

Definitions continued

<p>Greenstar (M&B) Limited</p>	<p>Name M&B Haulage & Waste Paper Ltd (Current) Sort Code 536107 Account No as specified in the Debenture Address NatWest, 8 Market Place, Huddersfield, HD1 2AL</p> <p>Name M&B Haulage & Waste Paper Ltd (EUR) Sort Code 550/00/ Account No as specified in the Debenture Address NatWest, 8 Market Place, Huddersfield, HD1 2AL</p> <p>Name M&B Haulage & Waste Paper Ltd (USD) Sort Code 140/00/ Account No as specified in the Debenture Address NatWest, 8 Market Place, Huddersfield, HD1 2AL</p>
<p>Greenstar (Firbank Chiltern) Limited</p>	<p>Name Greenstar (Firbank Chiltern) Ltd Sort Code 517015 Account No as specified in the Debenture Address Natwest, 1-7 Manorsfield Field, Bicester, Oxon, OX26 6DA</p> <p>Name Greenstar (Firbank Chiltern) Ltd (Current) Sort Code 205330 Account No as specified in the Debenture Address Barclays, c/o Luton and Dunstable, Business Team, PO Box 287, 22-24 Upper Marlborough Road, St Albans, Herts, AL1 3HJ</p> <p>Name Greenstar (Firbank Chiltern) Ltd (Barclays Base Rate Tracker) Sort Code 205330 Account No as specified in the Debenture Address Barclays, c/o Luton and Dunstable, Business Team, PO Box 287, 22-24 Upper Marlborough Road, St Albans, Herts, AL1 3HJ</p>

Continued .

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 16

Definitions continued

<p>Greenstar (WES) Limited</p>	<p>Name Greenstar (WES) Ltd (Current) Sort Code 120919 Account No as specified in the Debenture Address Bank of Scotland, Ash House, Princeton Drive, Thornaby, Stockton on Tees, TS17 6PY</p> <p>Name Greenstar (WES) Ltd (Current) Sort Code 120919 Account No as specified in the Debenture Address Bank of Scotland, Ash House, Princeton Drive, Thornaby, Stockton on Tees, TS17 6PY</p> <p>Name Greenstar (WES) Ltd (Current) Sort Code 309813 Account No as specified in the Debenture Address Lloyds TSB, 27 High Street, Stockton-on-tees, Cleveland, TS18 1SG</p> <p>Name Greenstar (WES) Ltd (Deposit) Sort Code 120919 Account No as specified in the Debenture Address Bank of Scotland, Ash House, Princeton Drive, Thornaby, Stockton on Tees, TS17 6PY</p> <p>Name Greenstar (WES) Ltd (USD) Sort Code 120919 Account No as specified in the Debenture Address Bank of Scotland, Ash House, Princeton Drive, Thornaby, Stockton on Tees, TS17 6PY</p> <p>Name Greenstar (WES) Ltd (EUR) Sort Code 120919 Account No as specified in the Debenture Address Bank of Scotland, Ash House, Princeton Drive, Thornaby, Stockton on Tees, TS17 6PY</p>
<p>Wespack Limited</p>	<p>Name Wespack Ltd (Current) Sort Code 120919 Account No as specified in the Debenture Address Bank of Scotland, Ash House, Princeton Drive, Thornaby, Stockton on Tees, TS17 6PY</p>

Continued..

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 17

Definitions continued

"Bonding Documents" means

- (a) any Bonding Facility Agreement,
- (b) the Indemnity and all counter-indemnity agreements in respect of the Supplemental Bonding Facility Agreements (if any), and
- (c) any other document or agreement evidencing the Liabilities owed by any member of the Group to a Bonding Provider

"Bonding Facility Agreement" means the Original Bonding Facility Agreement and/or any Supplemental Bonding Facility Agreement

"Bonding Liabilities" means the Liabilities owed by any member of the Group to the Bonding Providers under or in connection with the Bonding Documents up to a maximum aggregate principal amount of £110,000,000

"Bonding Provider" means the Original Bonding Provider and any Supplemental Bonding Provider, as the case may be

"Book Debts" of the Charging Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the Debenture Date or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Debenture

"Chargor" means each company listed below

Name of Chargor	Registered Number	Address for Service and Fax Number
GS Equityco	WK-240587, Cayman Islands	Walker House, 87 Mary Street George Town Grand Cayman KY1-9002 Cayman Islands Fax No 01296 461222 Attention Michael Topham

Continued..

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 18

Definitions continued

GS Acquisitions Limited	07255980	c/o Hackwood Secretaries Limited One Silk Street London EC2Y 8HQ England Fax No 01296 461222 Attention Michael Topham
Greenstar Holdings Limited	04602885	Address Third Floor, The Gatehouse, Gatehouse Way, Aylesbury, Buckinghamshire, HP19 8DB Fax No 01296 461222 Attention Michael Topham
Greenstar UK Holdings Limited	04631832	As for Greenstar Holdings Limited
Greenstar Environmental Limited	03446693	As for Greenstar Holdings Limited
Greenstar Environmental Recycling Limited	04786413	As for Greenstar Holdings Limited
Verdant Group Limited	04321212	As for Greenstar Holdings Limited
Greenstar (WES) Limited	02729607	As for Greenstar Holdings Limited
Wastelink Services Limited	03301288	As for Greenstar Holdings Limited
Greenstar (M&B) Limited	01173504	As for Greenstar Holdings Limited
Greenstar (Firbank Chiltern) Limited	04800628	As for Greenstar Holdings Limited
Greenstar (Leicester Paper Processors) Limited	02276396	As for Greenstar Holdings Limited

Continued...

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 19

Definitions continued

Greenstar (R U Recycling) Limited	04594882	As for Greenstar Holdings Limited
Wespack Limited	03973242	As for Greenstar Holdings Limited
Greenstar (Waste Services) Limited	01828810	As for Greenstar Holdings Limited
Materials Recovery Nominees Limited	05186581	As for Greenstar Holdings Limited

"Company" means Biffa Group Limited (a limited liability company incorporated in England and Wales with registration number 6409675)

"Company Loan Agreement" means any loan agreement documenting a loan made by any Chargor to any other member of the Target Group

"Creditors" means any or all of the Hedge Counterparties, the Intra-Group Lenders, the Mezzanine Finance Parties, the Parent, the Senior Finance Parties, the Bonding Provider and the Pensions Trustee as the context requires

"Declared Default" means an Event of Default has occurred and is continuing and in relation to which a notice of acceleration has been delivered under clause 30 18 (*Acceleration*) of the Senior Facilities Agreement and/or clause 25 18 (*Acceleration*) of the Mezzanine Facility Agreement and/or in relation to which a demand has been made under clause 4 1 (*Cash Cover*) of the Indemnity (as defined in the Original Bonding Facility Agreement) or under any equivalent provision in the applicable Bonding Documents (but only to the extent that such demand is not made sooner than would have been the case if the equivalent provisions of the Indemnity (as defined in the Original Bonding Facility Agreement) had applied)

"Delegate" means a delegate or sub-delegate appointed under Clause 18 2 (*Delegation*) of the Debenture

"Derivative Rights" includes

- (a) all rights relating to Investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (b) all other rights attaching or relating to Investments and all cash or other securities or investments in the future deriving from Investments or such rights

Continued...

MG01 - continuation page
Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 20

Definitions continued

"Event of Default" means each of the events or circumstances set out in clause 30 (*Events of Default*) of the Senior Facilities Agreement and/or clause 25 (*Events of Default*) of the Mezzanine Facility Agreement and/or clause 4.3 (*Cash Cover*) of the Indemnity (as defined in the Original Bonding Facility Agreement) or under any equivalent provision in the applicable Bonding Documents but only to the extent that such equivalent event of default is not triggered sooner than would have been the case if the provisions of the Indemnity (as defined in the Original Bonding Facility Agreement) had applied)

"Finance Document" means each Senior Finance Document and each Mezzanine Finance Document

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Greenstar Acquisition Agreement" means the sale and purchase agreement dated 8 June 2010 relating to the sale and purchase of the Greenstar Shares and made between NTR plc and GS Acquisitions Limited

"Greenstar Acquisition Documents" means the Greenstar Acquisition Agreement and the Greenstar Disclosure Letter

"Greenstar Acquisition Rights" means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement or set-off, and all other rights of recover under or pursuant to the Greenstar Acquisition Documents

"Greenstar Disclosure Letter" means the disclosure letter dated 8 June 2010 relating to the Greenstar Acquisition Agreement and made between NTR plc and GS Acquisitions Limited

"Greenstar Shares" means all of the shares in Greenstar Holdings Limited, a company incorporated under the laws of England and Wales with registered number 04602885

"Group" means the Company and each of its Subsidiaries for the time being, subject to Clause 26.10 (*Unrestricted Subsidiary*) of the Senior Facilities Agreement and Clause 21.10 (*Unrestricted Subsidiary*) of the Mezzanine Facility Agreement

"Hedge Counterparty" means a Lender or any other financial institution which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

"Hedging Documents" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Charging Company or any other Borrower and a Hedge Counterparty on ISDA standard terms for the purpose of hedging interest rate liabilities in relation to the Term Facilities and, as the case may be, the Mezzanine Facility in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*Initial conditions precedent*) of the Senior Facilities Agreement

"Hedging Letter" has the meaning given to that term in the Senior Facilities Agreement

Continued .

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 21

Definitions continued

"Indemnity" has the meaning given to that term in the Original Bonding Facility Agreement

"Insolvency Representative" means any liquidator, administrator, receiver, receiver and manager, administrative receiver, custodian, trustee or similar officer in any jurisdiction

"Insurances" of the Charging Company means all contracts and policies of insurance of any kind at the Debenture Date or in the future taken out by or on behalf of it or (to the extent of its interest) in which at the Debenture Date or in the future it has an interest, including those Assigned Insurances listed opposite its name within the definition of "Assigned Insurances", if any

"Intercreditor Agreement" means the intercreditor agreement dated 15 April 2008 as amended by an amendment agreement dated 30 April 2008 and made between the Charging Company, the other Obligors, the Security Agent, HSBC Bank plc as senior agent, HSBC Bank plc, Bank of Scotland plc, Credit Suisse, London Branch, Barclays Capital, the investment banking division of Barclays Bank PLC, and The Royal Bank of Scotland plc (as senior arrangers and mezzanine arrangers), Intermediate Capital Group plc as mezzanine agent, the Lenders, the Mezzanine Lenders, the Ancillary Lenders, the Hedge Counterparties, the Parent and certain others (each term as defined in the Intercreditor Agreement unless otherwise defined in this Form MG01)

"Intellectual Property" of the Charging Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which at the Debenture Date or in the future it owns or (to the extent of its interest) in which at the Debenture Date or in the future it has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Intra-Group Lenders" means each member of the Group which has made available a loan to another member of the Group and which is named on the signing pages of the Intercreditor Agreement as an Intra-Group Lender or which becomes a party to the Intercreditor Agreement as an Intra-Group Lender in accordance with the terms of Clause 22 (*Change of Party*) of the Intercreditor Agreement

"Investments" of the Charging Company means those investments listed opposite its name below (if any) together with

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,

in each case at the Debenture Date or in the future owned by it or (to the extent of its interest) in which at the Debenture Date or in the future it has an interest

Continued ..

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 22

Definitions continued

Name of Chargor	Investment
Greenstar UK Holdings Limited	727 shares of £1 00 each in Greenstar Environmental Limited
	328 shares of £1 00 each in Greenstar Environmental Recycling Limited
	100 shares of £1 00 each in Andela Products Limited
	7,894,840 shares of £0 10 each in Verdant Group Limited
	118 shares of £1 00 each in Greenstar (WES) Limited
	100 shares of £1 00 each in Wastelink Services Limited
	500 shares of £1 00 each in Greenstar (M&B) Limited
	100 shares of £1 00 each in Greenstar (Firbank Chiltern) Limited
	1000 shares of £1 00 each in Greenstar (Leicester Paper Processors) Limited
Greenstar Environmental Limited	1 share of £1 00 in MRL (Scotland) Limited
	9050 shares of £1 00 each in Greenstar (Waste Services) Limited
	138 shares of £1 00 each in Greenstar (R U Recycling) Limited
Verdant Group Limited	200,000 shares of £1 00 each in The Fosse Group Limited
	15,480,000 shares of £1 00 each in Ecovert Limited
	2 shares of £1 00 each in Ecovert DLS Limited
GS Acquisitions Limited	78,500,000 shares of £1 00 each in Greenstar Holdings Limited

Continued...

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 23

Definitions continued

GS Equityco	1 shares of £1 00 each in GS Acquisitions Limited
Greenstar Holdings Limited	851,400 shares of £1 00 each in Greenstar UK Holdings Limited
	204 shares of £1 00 each in Materials Recovery Nominees Limited
Greenstar (Firbank Chiltern) Limited	2 shares of £1 00 each in Chiltern Supplies Limited
	2 shares of £1 00 each in Chiltern Skip Hire Limited
Greenstar (WES) Limited	2 shares of £1 00 each in Wespack Limited
Materials Recovery Nominees Limited	244,425 A ordinary shares of £1 00 each in Greenstar UK Holdings Limited
	850 B ordinary shares of £1 00 each in Greenstar UK Holdings Limited

"Land Registry" means the statutory body responsible for recording details of Real Property in England and Wales

"Liabilities" means all present and future liabilities and obligations at any time of any Obligor to any Creditor, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any relevant Document together with any related interest, fees and costs,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Obligor (or an Insolvency Representative of any Obligor) of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non provability or unenforceability of those amounts in any insolvency or other proceedings, subject, in the case of the Pensions Secured Liabilities, to the maximum aggregate amount contained in Clause 5 4 (*Guarantee*) of the Intercreditor Agreement

"Mezzanine Facility" means the mezzanine loan facility made available under the Mezzanine Facility Agreement

Continued..

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 24

Definitions continued

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 15 April 2008 as amended on 30 April 2008, 4 June 2008 and 6 August 2010 between the Charging Company, the Original Borrowers and Original Guarantors named therein, Bank of Scotland plc, Barclays Capital (the investment banking division of Barclays Bank PLC), Credit Suisse, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as the Arrangers and Original Lenders, Intermediate Capital Group plc as agent and the Security Agent (each term as defined therein unless otherwise defined in this Form MG01)

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, any accession letter under the Mezzanine Facility Agreement, the Security Documents, the Intercreditor Agreement, any fee letters setting out any of the fees referred to in the Mezzanine Facility Agreement, the Mezzanine Amendment and Restatement Agreement, the 2010 Hedging Letter any utilisation request or request relating to the selection of an interest period for a utilisation under the Mezzanine Facility Agreement and any other document which is designated a "Mezzanine Finance Document" or "Finance Document" by the Company and the mezzanine agent under the Mezzanine Facility Agreement (each term as defined in the Mezzanine Facility Agreement unless otherwise defined in this Form MG01)

"Mezzanine Finance Parties" means the Mezzanine Lenders, the Mezzanine Agent, the Arrangers (as defined in the Mezzanine Facility Agreement) and (after the Senior Discharge Date), the Security Agent (each term as defined in the Intercreditor Agreement unless otherwise defined in this Form MG01)

"Mezzanine Lender" means each Lender (as defined in and party to the Mezzanine Facility Agreement)

"Obligor" means the Company, each Chargor and any other subsidiary of the Company which becomes a party to the Intercreditor Agreement as an Obligor in accordance with the terms of Clause 22 (*Change of Party*) of the Intercreditor Agreement

"Original Bonding Facility Agreement" means the bonding facility agreement dated on or around the date of the Intercreditor Agreement and made between the Company and the Original Bonding Provider

"Original Bonding Provider" means Zurich and Zurich Insurance Company (and any Affiliate of Zurich which has executed a deed of accession in substantially the form set out in Schedule 2 (*Form of Lender Accession Undertaking*) and delivered the same to the Security Agent) as provider of bonding facilities to the Charging Company or any other member of the Group pursuant to the Original Bonding Facility Agreement

"Parent" means WasteShareholderco 2 an entity established under the laws of the Cayman Islands

"Pensions Finance Documents" means the Intercreditor Agreement and the Security Documents

Continued...

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 25

Definitions continued

"Pensions Secured Liabilities" means the Liabilities owed by any Obligor to the Pensions Trustee pursuant to Clause 5.4 (*Guarantee*) of the Intercreditor Agreement up to a maximum aggregate principal amount of £30,000,000

"Pensions Trustee" means the trustees of the pension schemes of the Target Group

"Permitted Disposal" has the meaning given to that term in the Senior Facilities Agreement

"Permitted Security" has the meaning given to that term in the Senior Facilities Agreement

"Priority Creditors" means the Senior Creditors and the Mezzanine Finance Parties

"Quasi Security" has the meaning given to that term in the Senior Facilities Agreement

"Real Property" means any freehold and leasehold property in England and Wales including freehold and leasehold property and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Secured Documents" means

- (a) the Finance Documents,
- (b) the Hedging Documents,
- (c) the Bonding Documents, and
- (d) the Pensions Finance Documents

"Secured Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to the Secured Parties under or in connection with any Secured Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) subject, in the case of the Bonding Liabilities and the Pensions Secured Liabilities, to the maximum aggregate amount contained in the definition of Bonding Liabilities and Clause 5.4 (*Guarantee*) of the Intercreditor Agreement respectively

"Secured Parties" means the Security Agent, any Receiver or Delegate, and each of the Agents (as defined in the Intercreditor Agreement) and the Priority Creditors from time to time

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means the documents under which the Security provided to the Security Agent is granted in accordance with the Security Principles

Continued...

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 26

Definitions continued

"Security Principles" means the principles set out in Schedule 13 (*Security Principles*) to the Senior Facilities Agreement

"Senior Creditors" means the Senior Finance Parties, the Hedge Counterparties, the Bonding Provider and the Pensions Trustee

"Senior Facilities Agreement" means the senior facilities agreement dated 15 April 2008 as amended on 4 June 2008 and 6 August 2010 between the Company, the Original Borrowers and Original Guarantors named therein, Bank of Scotland plc, Barclays Capital (the investment banking division of Barclays Bank PLC), Credit Suisse, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as the Arrangers and Original Lenders, HSBC Bank plc as agent, the Security Agent and HSBC Bank plc as Issuing Bank

"Senior Finance Document" means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Security Document, any Utilisation Request, the Senior Amendment and Restatement Agreement, the 2010 Hedging Letter and any other document (each term as defined therein unless otherwise defined in this Form MG01) designated as a "Senior Finance Document" or "Finance Document" by the Agent and the Company

"Senior Finance Parties" means each Senior Lender, the Senior Agent, the Security Agent and the Arrangers (each term as defined in the Senior Facilities Agreement unless otherwise defined in this Form MG01)

"Specified Intellectual Property" means the Intellectual Property listed below

Name of Chargor	Trademark	Country	Application / Registration Number
Verdant Group Limited	Verdant	United Kingdom	2319358
Verdant Group Limited	VERDANT	United Kingdom	2319395
Verdant Group Limited	Green Waste Club	United Kingdom	2439286

"Subsidiary" means in relation to any company, corporation or other legal entity (a "**holding company**"), a company, corporation or other legal entity

- (a) which is controlled, directly or indirectly, by the holding company,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

Continued .

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 27

Definitions continued

(c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

"Supplemental Bonding Facility Agreement" has the meaning given to it in paragraph (b) of Clause 22 4 (*Change of Bonding Provider*) of the Intercreditor Agreement

"Supplemental Bonding Provider" has the meaning given to it in paragraph (b) of Clause 22 4 (*Change of Bonding Provider*) of the Intercreditor Agreement

"Target" means Biffa plc, a company incorporated under the law of England and Wales with registered number 4081901

"Target Group" means the Target and its Subsidiaries from time to time

"Term Facility" has the meaning given to that term in the Senior Facilities Agreement

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Not applicable

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Hogan Lovells International LLP* X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name F3 MJC/BAFG/R4537.00428

Company name
Hogan Lovells International
LLP

Address Atlantic House

50 Holborn Viaduct

London

Post town

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5186581
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 AUGUST
2010 AND CREATED BY MATERIALS RECOVERY NOMINEES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO THE SECURED PARTIES ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 24 AUGUST
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 AUGUST 2010

D+



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES