

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

100118/221

# 395

CHFP025

Please do not  
write in  
this margin

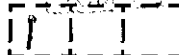
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use: Company number



05199224

Name of company

\* **Augean Waste Limited (the "Company")**

Date of creation of the charge

23 May 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **BoS** by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not **BoS** shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which **BoS** may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual **BoS** rates and practice as well after as before any demand made or judgment obtained under or in relation to the Debenture (the "Secured Liabilities").

For a schedule of definitions, please see continuation sheet 1.

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

The Governor and Company of the Bank of Scotland  
The Mound  
Edinburgh ("**BoS**")

Postcode EH1 1YZ

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

Maclay Murray & Spens  
One London Wall  
London  
EC2Y 5AB

KXK/EAR/SMK/BAN/1/525

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



Please see continuation sheet 1.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil.

Signed



Date 30 May 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

## Notes

† delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## **Continuation sheet 1**

To the Registrar of Companies

Name of company

Company number

Augean Waste Limited

05199224

---

Augean Waste Limited (the "Company")

### **Short particulars of all the property mortgaged or charged:**

#### **1. CHARGES**

1.1. The Company with full title guarantee hereby charges to **BoS** as a continuing security for the payment or discharge of the Secured Liabilities:-

1.1.1. by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;

1.1.2. by way of fixed charge:-

1.1.2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 1.1.1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

1.1.2.2 all *present and future interests of the Company in or over land or the proceeds of sale of it* and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;

1.1.2.3 all present and future plant, machinery, vehicles, computers and office and other

equipment owned by the Company;

1.1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;

1.1.2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

1.1.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

1.1.2.7 all the Company's goodwill and uncalled capital for the time being;

1.1.2.8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under Clause 1.1.2.5);

1.1.2.9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and

1.1.3. by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 1, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in Clause 1.1.2).

## 2. CONTINUING SECURITY

This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

## 3. NEGATIVE PLEDGE

3.1 The Company will not without the prior written consent of BoS:-

3.1.1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien or encumbrance on all or any of its Assets (other than a lien arising in the ordinary course of business by operation of law); or

3.1.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or

3.1.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

### Schedule of definitions and interpretations:

For the purposes of this Form 395,

**“Assets”** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

**“Permitted Disposal”** means:

- (a) the disposal of stock on an arm's length basis in the ordinary course of trading;
- (b) disposals of obsolete or redundant assets which are no longer required for the business of the Company;
- (c) disposals of assets (other than shares, freehold or leasehold properties, heritable or leased property in Scotland, intellectual property rights, debtors or any trade or business) in exchange for replacement assets comparable or superior as to type, value and

quality;

- (d) disposals of assets if the higher of the sale price or market value of the assets disposed of (whether by a single transaction or a series of transactions) when taken together with all other disposals made by the Company in any financial year (other than those under paragraphs (a), (b) or (c) above) is not in total more than £1,000,000;

For the purposes of this Form 395, any reference to any person is to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05199224

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd MAY 2006 AND CREATED BY AUJEAN WASTE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JUNE 2006.

A handwritten signature in dark ink, appearing to be 'R. S.', located below the main text.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES