

MR01

Particulars of a charge

146394/13

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A fee is payable with this form.
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last page

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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

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

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

COMPANIES HOUSE

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

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



A45

20/12/2013

#108

COMPANIES HOUSE

For official use

1 Company details

Company number 07323404

Company name in full Biowayste Holdings Limited

→ **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 d1 d6 m1 m2 y2 y0 y1 y3

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 Eugene McTaggart

Name

Name

Name

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

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

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4

Description

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

Continuation page

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

Description

None

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Dentons UKMEF LLP

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name GXL/093135.4

Company name Dentons UKMEA LLP

Address The Pinnacle

170 Midsummer Boulevard

Post town Milton Keynes

County/Region

Postcode M K 9 1 F E

Country

DX DX:84756 MILTON KEYNES

Telephone +44 1908 690260



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: 7323404

Charge code: 0732 3404 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2013 and created by BIOWAYSTE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2013

A handwritten signature, possibly 'DX', in black ink.

Given at Companies House, Cardiff on 31st December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DENTONS

Certified True Copy of the Original save for
material redacted pursuant to s859G Companies
Act 2006 Dentons UKMEA LLP

Dentons UKMEA LLP
The Pinnacle
170 Midsummer Boulevard
Milton Keynes
MK9 1FE

Initials: *PC*
Date: 19/12/13

GXL/ADH/093135 00004/32808909 05

Chattel mortgage

Dated 16 December 2013

Biowayste Holdings Limited
(the Mortgagor)

Eugene McTaggart
(the Lender)

Dentons UKMEA LLP
The Pinnacle
170 Midsummer Boulevard
Milton Keynes
MK9 1FE
United Kingdom
DX 84756

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Mortgage

Dated 16 December 2013

Between

- (1) **Biowayste Holdings Limited**, a company incorporated in England and Wales with registered number 7323404, whose registered office is at The Grafton, Victor Barns, Northampton Road NN6 9DQ (the **Mortgagor**), and
- (2) **Eugene McTaggart** of [REDACTED] (the **Lender**)

Recitals

- A The Lender has agreed to make available, and/or continue making available, credit facilities on the terms of the Facilities Letters
- B The Mortgagor has agreed to enter into this Mortgage to secure the payment and discharge of the Secured Liabilities

This deed witnesses

1 Definitions and construction

1.1 Definitions

Words and expressions defined in the Loan Agreement shall have the same meanings in this Mortgage unless they are expressly defined in this Mortgage. In addition

Act means the Law of Property Act 1925

Additional Schedule means a schedule in the form set out in Schedule 1, provided to the Lender in accordance with Clause 10

Deed of Variation means the deed of variation in relation to a loan agreement dated 4 October 2012 between (1) the Lender (2) the Mortgagor and (3) Biowayste Limited

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment listed in Schedule 2 and in any Additional Schedule and the benefit of all related authorisations, consents, approvals, licences, filings and registrations, agreements and warranties

Facilities Letters means together the Loan Agreement, the First Additional Loans Letter, the Second Additional Loans Letter and the Third Additional Loans Letter and **Facility Letter** means any one of them

Finance Documents means the Facilities Letters, the Deed of Variation and any other document designated as such by the Lender and the Mortgagor

First Additional Loans Letter means the letter in relation to the Loan Agreement dated 21 December 2012 from the Lender to Amanda Howard and Barry Howard

Insurances means all policies and contracts of insurance effected by the Mortgagor or the Lender in accordance with Clause 8

Loan Agreement means the working capital loan letter from the Lender to the Mortgagor and Biowayste Limited (company number 05016840) dated 21 February 2012

Qualifying Equipment means any plant, machinery, tools, vehicles, computers and office and other equipment used or to be used in connection with the Mortgagor's business

Receiver means a receiver appointed pursuant to this Mortgage or to any applicable law, whether alone or jointly, ~~and includes a receiver and/or manager and, if the Lender is permitted by law to appoint an administrative receiver, includes an administrative receiver~~

Second Additional Loans Letter means the letter in relation to the Loan Agreement dated 23 May 2013 from the Lender to Barry Howard and Paul Ditchfield

Secured Liabilities means all moneys and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Mortgagor to the Lender

Security means a mortgage, charge, pledge, lien, assignment 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 Assets means the Equipment, the Insurances and all other property, rights, assets and income of the Mortgagor which are the subject of any Security created or to be created by, or are expressed to be assigned under, this Mortgage

Third Additional Loans Letter means the letter in relation to the Loan Agreement dated on or around the date of this Mortgage from the Lender to the Mortgagor, Biowayste Limited and Barry Howard

Total Loss means, in relation to any of the Equipment

- (a) the loss or loss of use of that Equipment due to destruction or damage which is beyond economic repair,
- (b) that Equipment being rendered permanently unfit for normal commercial use,
- (c) any damage to that Equipment which results in an insurance settlement on the basis of an actual arranged or constructive total loss,
- (d) any compulsory acquisition of that Equipment, or
- (e) the theft, disappearance or seizure of that Equipment if it results in the loss of the possession of it by the Mortgagor, for ninety consecutive days

1 2 Construction

1 2 1 Unless a contrary indication appears, any reference in this Agreement to

- (a) the **Mortgagor**, the **Lender** or a **Receiver** includes any one or more of its assignees, transferees or successors in title (in the case of the Mortgagor, so far as they are permitted), and
- (b) **assets** includes present, future, actual and contingent properties, revenues and rights of every description,
- (c) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time,
- (d) **guarantee** means any guarantee, letter of credit, bond, indemnity, documentary or other credit 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 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,
- (e) **debt** or **indebtedness** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity,
- (f) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality),
- (g) any **statute** or **statutory provision** includes any statute or statutory provision which amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it,
- (h) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words,
- (i) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity, and
- (j) a **Clause** or **Schedule** is to be construed as a reference to the relevant clause of, or schedule to, this Agreement

1 2 2 Section, clause and schedule headings are for ease of reference only

1 3 Third party rights

1 3 1 The Lender, any Receiver and their respective officers, employees and agents may enforce any term of this Mortgage which purports to confer a benefit on that person, but no other person who is not a party to this Mortgage has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Mortgage

- 1.3.2 Notwithstanding any term of any Security Document, the parties to this Mortgage and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Mortgage without the consent of any person who is not a party to this Mortgage

1.4 Effect as a deed

This Mortgage shall take effect as a deed even if it is signed under hand on behalf of the Lender

2 Covenant to pay

The Mortgagor covenants with the Lender that it will on demand pay and discharge the Secured Liabilities when due

3 Mortgage

3.1 Mortgage

The Mortgagor

- (a) mortgages the equipment listed in Schedule 2 by way of legal mortgage, and
- (b) assigns absolutely the proceeds of, and the benefit of all options and rights under, all Insurances

3.2 Trust

If or to the extent that any Security Asset is not capable of being mortgaged or assigned, the Mortgagor holds it on trust for the Lender

4 Nature of Security created

The Security created under this Mortgage is

- (a) a continuing security to secure the payment and discharge of the Secured Liabilities,
- (b) in favour of the Lender, and
- (c) with full title guarantee

5 Representation by the Mortgagor

5.1 Representations and warranties

In entering into this Mortgage the Lender has relied on the representations of the Mortgagor that, and the Mortgagor warrants to the Lender that

- (a) it is the sole legal and beneficial owner of the Equipment and the Equipment is free from all Security other than Permitted Security Rights,
- (b) it has examined the Equipment and it is complete, in good and substantial repair (fair wear and tear excepted) and serviceable operating condition, and

- (c) it is not deemed to be unable to pay its debts for the purpose of section 123 of the Insolvency Act 1986 (but ignoring any requirement that any matter referred to in that section be proved to the satisfaction of the court), nor will it become so in consequence of entering into the Security Documents

6 Positive undertakings

6 1 Transfer of title and title documents

The Mortgagor shall

- (a) execute all documents and do everything that is necessary to transfer legal title to the Equipment to the Lender, and
- (b) deliver to the Lender all documents of title, log books and registration and other documents evidencing possession or control of the Equipment or the Mortgagor's ability to transfer title to the Equipment

6 2 Permissions and licences

The Mortgagor shall

- (a) obtain and maintain all authorisations, consents, approvals, licences, filings and registrations required from time to time in connection with the Equipment, and
- (b) not do or permit anything which might result in the Equipment or use of it contravening any rule or regulation

6 3 Taxes, fees etc

The Mortgagor shall promptly pay all taxes, fees, licence fees, registration charges, insurance premiums and other outgoings relating to the Equipment and the premises where it is located and shall produce evidence of those payments to the Lender on demand

6 4 Condition and use of the Equipment

6 4 1 The Mortgagor shall

- (a) ensure that the Equipment
 - (i) is operated skilfully and properly, by properly qualified and trained persons and in accordance with any relevant manufacturer's approved operating manuals,
 - (ii) complies with the manufacturer's recommendations in force from time to time, and
 - (iii) is not used for any purpose for which it is not designed, for any illegal purpose or in any manner not covered by the Insurances
- (b) at its own cost maintain, repair, replace any worn or defective parts of and (where appropriate) overhaul the Equipment to keep it in good and substantial repair (fair wear and tear excepted) and serviceable and operating condition in all respects,

- (c) ensure that the premises where the Equipment is kept are suitable for the use or storage of the Equipment
- (d) give the Lender all information concerning the location, condition and use of the Equipment that the Lender may require and shall allow the Lender and its officers, employees and agents free access during normal business hours to view the state and condition of the Equipment and to inspect all invoices and other documentation relating to it

6.5 Notification to the Lender

The Mortgagor shall promptly inform the Lender of any material loss or damage to, or confiscation, seizure or requisitioning of, the Equipment and anything else of which the Mortgagor is or becomes aware which might

- (a) affect the Lender's rights and interest in the Equipment,
- (b) involve the Lender in any proceedings, loss or liability, or
- (c) result in any claim under the Insurances

6.6 Marking of Equipment

The Mortgagor shall, if the Lender requests, fix to any item comprised in the Equipment a durable, prominent and reasonably-sized sign stating

"This ** [Item description] is the subject of a first priority chattel mortgage in favour of Eugene McTaggart dated **"

and not remove or obscure that sign or allow it to be removed, obscured or defaced

6.7 Third parties

The Mortgagor shall obtain from any person with a proprietary or security interest (including any owner, leaseholder or chargee) in any real or personal property to which the Equipment becomes affixed, or with which title to the Equipment might merge, an acknowledgement before the fixing or merger that that person will only exercise their rights and remedies subject to the Lender's rights in the Equipment and, in particular, the right of the Lender and its officers or agents to enter on any such property and remove the Equipment, even if it has been fixed to, or merged with, that property

6.8 Payments without deduction

The Mortgagor shall make all payments to be made by it under this Mortgage without (and free and clear of any deduction for) set-off or counterclaim

7 Negative undertakings

7.1 Disposals

- 7.1.1 The Mortgagor shall not without the Lender's written consent enter into a single transaction or a series of transactions whether related or not, whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, license, transfer, loan, or otherwise dispose of or otherwise part with the possession or operational control of the whole or any

part of the Security Assets or any interest in them, or enter into an agreement to make any such disposal except in the ordinary course of maintenance of the Equipment

7.2 Negative pledge

Except as permitted by the Finance Documents the Mortgagor shall not create or permit to subsist any Security over any Security Asset

7.3 Preservation of the Security Assets

The Mortgagor shall not

- (a) take any Security in connection with its liabilities under this Mortgage from any guarantor of, or provider of Security for, any of the Secured Liabilities, or
- (b) without the Lender's written consent enter into any onerous obligation or restriction affecting any Security Asset

7.4 The Equipment

7.4.1 The Mortgagor shall not make or permit any modification to the Equipment which might reduce its value

7.4.2 The Mortgagor shall not allow the Equipment to be taken out of England and Wales except with the Lender's written consent and on any further terms that the Lender requires

7.5 Preservation of Lender's rights

The Mortgagor shall not do, or allow to be done, anything which might jeopardise the Lender's rights in the Security Assets or any part of them or omit or allow the omission of any act which might prevent the Lender's rights in the Security Assets or any part of them from being exercised

8 Insurance

8.1 Undertakings

8.1.1 The Mortgagor shall

- (a) effect and maintain insurances at its own expense on and in relation to the Equipment against those risks which the Lender requires from time to time and, in any event, to the extent usual for companies owning or possessing similar assets or carrying on the same or substantially similar business,
- (b) duly and punctually pay all premiums and other moneys due and payable in respect of those insurances and promptly at the request of the Lender produce receipts for the payment of the premiums,
- (c) at the request of the Lender, deposit with or produce for inspection to the Lender all policies and other contracts of insurance to be maintained by it in accordance with this Clause,
- (d) notify the Lender and the relevant insurers immediately of any event which gives rise to a claim under any Insurance,

- (e) use all reasonable endeavours to prevent any acts, omissions, breaches or events of default occurring which would be reasonably likely to render any policies of insurance taken out by it void or voidable,
- (f) not use or allow the Equipment to be used otherwise than in accordance with the Insurances without giving prior written notice to the Lender, obtaining the consent of the relevant insurer and complying with all requirements as to payment of extra premiums or otherwise as the insurer may impose

8 1 2 All insurances must

- (a) be with reputable independent insurance companies or underwriters,
- (b) be in such amounts as the Lender requires from time to time and, in any event, such as would in the circumstances be prudent for such companies (including an entitlement to receive the full replacement value from time to time of any assets destroyed or otherwise becoming a total loss),
- (c) note the interest of the Lender as loss payee and mortgagee on the policies, and
- (d) contain a non-vitiation endorsement

8 1 3 The Mortgagor shall not terminate or cancel any insurance without the Lender's written consent

8 1 4 The Mortgagor shall not effect any insurance other than the Insurances in respect of the Equipment without the Lender's written consent

8.2 Failure to insure

8 2 1 If the Mortgagor fails to comply with any of its obligations under Clause 8 1, the Lender may (but shall be not obliged to) effect or renew any insurance referred to in that Clause

8 2 2 The Mortgagor shall indemnify the Lender and its officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in effecting or renewing any insurance in accordance with Clause 8 2 1, and shall pay interest at the Interest Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

8.3 Application of proceeds

The Lender shall apply all claims and moneys received under any Insurances in making good the loss or damage in respect of which it receives them or, if the Lender reasonably considers that there has been a Total Loss of all or part of the Equipment, in or towards the discharge of the Secured Liabilities

9 Replacement of Equipment

9.1 Replacement of Equipment

9 1 1 Unless the Lender reasonably considers that there is a Total Loss of all or part of the Equipment, it shall release the insurance proceeds to the Mortgagor so that the Mortgagor may purchase replacement Equipment provided that the Mortgagor is not in breach of this Mortgage at the relevant time

9 1 2 Following receipt of the insurance proceeds pursuant to Clause 9 1 1, the Mortgagor shall, replace the relevant Equipment with another item or items acceptable to the Lender. The replacement must be worth at least as much as the Equipment which it replaces.

9 1 3 The Mortgagor shall deliver an Additional Schedule to the Lender, listing the replacement Equipment and confirming that it is subject to this Mortgage.

10 Additional Schedules

The Mortgagor shall

- (a) give written notice to the Lender each time it acquires any Qualifying Equipment,
- (b) if the Lender so requests and, in any event, on the last day of each month (except for any month during which the Mortgagor acquires no Qualifying Equipment) or (if earlier) the date of the purchase of any Qualifying Equipment deliver to the Lender an Additional Schedule setting out in detail acceptable to the Lender all Qualifying Equipment acquired by the Mortgagor since the date of the immediately preceding Additional Schedule (or since the date of this Mortgage, in the case of the first Additional Schedule), and
- (c) if the Lender so requests, the Mortgagor shall duly execute and issue to the Lender a new chattel mortgage substantially in the form of this Mortgage over the Qualifying Equipment listed in any such Additional Schedule.

11 Enforcement

11 1 When Security becomes enforceable

The Security created by this Mortgage shall become enforceable

- (a) on the occurrence of an Event of Default, or
- (b) if the Mortgagor so requests.

11.2 Powers on enforcement

At any time after the Security created by this Mortgage becomes enforceable the Lender may (without prejudice to any of its other rights and remedies and without notice to the Mortgagor) do all or any of the following

- (a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Mortgage, without the restrictions contained in sections 103 or 109(1) of the Act,
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act,
- (c) subject to Clause 12 1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any part of the Security Assets,
- (d) take possession of all or any part of the Equipment and enter any premises where the Equipment or any part of it is, in order to locate and take possession of it,

- (e) sell, call in, collect and convert into money the Equipment or any part of it with all the powers contained in Section 101 of the Act for whatever consideration the Lender considers sufficient and without the Lender being liable to account for any loss of, or deficiency in, that consideration,
- (f) alter and add to the Equipment as it considers appropriate,
- (g) settle, arrange, compromise or refer to arbitration any accounts, claims, questions or disputes which arise in connection with the Security Assets or which relate to this Mortgage in any way and give receipts, releases or other discharges in relation to them,
- (h) bring, take, defend, compromise, refer to arbitration or discontinue any actions, suits or proceedings, whether civil or criminal, relating to the Security Assets, and
- (i) execute all documents and do everything that it considers necessary or desirable in relation to anything listed in paragraphs (d) to (h) above

11.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 11 2 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it

11 4 Application of moneys

11 4 1 The Lender or any Receiver shall apply moneys received by them under this Mortgage after the Security created under this Mortgage has become enforceable in the following order

- (a) **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Lender and any Receiver under this Mortgage or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full,
- (b) **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender and any Receiver,
- (c) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Liabilities,
- (d) **fourthly**, in or towards the discharge of the Secured Liabilities in accordance with the Finance Documents, and
- (e) **fifthly**, in the payment of any surplus to the Mortgagor or other person entitled to it,

and section 109(8) of the Act shall not apply

11 4 2 Clause 11 4 1 will override any appropriation made by the Chargor

12 Appointment and powers of Receivers

12.1 Method of appointment and removal

- 12 1 1 The Lender may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986
- 12 1 2 Any appointment or removal of a Receiver, any delegate or any other person by the Lender under this Mortgage may be made in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the removal of an administrative receiver)
- 12 1 3 The exclusion of any part of the Equipment from the appointment of a Receiver shall not preclude the Lender from subsequently extending the appointment (or that of any replacement Receiver) to that part

12 2 Removal of Receiver

The Lender may remove any Receiver appointed under Clause 11 2(c) and appoint another in its place

12 3 Powers of Receiver

Every Receiver shall have all the powers

- (a) of the Lender under this Mortgage,
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act,
- (c) specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act) in relation to, and to the extent applicable to, the Security Assets or any of them, and
- (d) in relation to any Security Asset, which he would have if he were its absolute beneficial owner

12 4 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Mortgage

12.5 Receiver as agent

Every Receiver shall be the agent of the Mortgagor which shall be solely responsible for the Receiver's acts and defaults and for the payment of its remuneration

12 6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for its services at a rate to be fixed by agreement between it and the Lender, and the maximum rate specified in section 109(6) of the Act shall not apply

13 Protection of purchasers

No person dealing with the Lender or any Receiver appointed under this Mortgage

- (a) need check whether
 - (i) the Lender's or Receiver's right to exercise any power has arisen or become exercisable or take account of any notice that it has not,
 - (ii) any delegation by the Lender has lapsed or been revoked or take account of any notice that it has, or
 - (iii) any exercise or purported exercise of the Lender's or Receiver's powers is proper or take account of any notice that it is not, or
- (b) shall be concerned with the application of any moneys which it pays to the Lender, to any Receiver or to any other person

14 Protection of the Lender and Receivers

14 1 Exclusion of liability

Neither the Lender nor any Receiver (nor any of their respective officers or employees) shall be responsible or liable

- (a) for any action taken, or any failure to take any action, in relation to any Security Asset,
- (b) to account as mortgagee in possession or for any loss on realisation of any Security Asset,
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 18 (*Currency*), or
- (d) for any other default or omission in relation to any Security Asset for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on that person's part

14.2 General indemnity

14 2 1 The Mortgagor shall indemnify the Lender, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses and other liabilities incurred by them in respect of all or any of the following

- (a) any act or omission by any of them in relation to all or any of the Security Assets,

- (b) any payment relating to or in respect of any Security Asset which is made at any time by any of them,
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of this Mortgage,
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Mortgage,
- (e) any breach by the Mortgagor of any of its covenants or other obligations to the Lender,
- (f) the management, control, use, possession, performance, maintenance, repair, storage or operation of the Equipment,
- (g) any defect, failure or faulty design of the Equipment, or
- (h) any claim that any design, article or material in the Equipment, or the operation or use of it, infringes a patent or other right ,

except, in the case of paragraphs (a) to (d) above, in the case of gross negligence or wilful misconduct on the part of that person

- 14 2 2 The Mortgagor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

14.3 Indemnity out of the Security Assets

The Lender, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 14 2 (*General indemnity*)

14 4 Currency indemnity

If the Mortgagor fails to pay any amount secured by this Mortgage when due (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of

- (a) making or filing a claim or proof against the Mortgagor, or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Mortgagor shall, as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to the Lender at the time of its receipt of that Sum

15 Preservation of Security

15.1 Reinstatement

If any payment by the Mortgagor or discharge given by the Lender is avoided or reduced as a result of insolvency, liquidation, administration or any similar event

- (a) the liability of the Mortgagor and the Security created by this Mortgage shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Mortgagor, as if the payment, discharge, avoidance or reduction had not occurred

15.2 Waiver of defences

Neither the Security created by this Mortgage nor the obligations of the Mortgagor under this Mortgage will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to the Mortgagor or the Lender) including

- (a) any time, waiver or consent granted to, or composition with, any Mortgagor or other person,
- (b) the release of any Mortgagor or any other person under the terms of any composition or arrangement with any person,
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Mortgagor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Mortgagor or any other person,
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Security Document or any other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Security Document or any other document, or
- (g) any insolvency, liquidation, administration or similar procedure

15.3 Mortgagor intent

Without prejudice to the generality of Clause 15.2 (*Waiver of defences*), the Mortgagor expressly confirms that it intends that the Security created by this Mortgage shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following

- (a) acquisitions of any nature,

- (b) increasing working capital,
- (c) enabling investor distributions to be made,
- (d) carrying out restructurings,
- (e) refinancing existing facilities,
- (f) refinancing any other indebtedness,
- (g) making facilities available to new borrowers,
- (h) any other variation (however fundamental) or extension of the purposes for which any such facility or amount might be made available from time to time, and
- (i) any fees, costs and/or expenses associated with any of the foregoing

15.4 Immediate recourse

The Mortgagor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Mortgagor under this Mortgage. This waiver applies irrespective of any law or any provision of a Security Document to the contrary.

15.5 Appropriations

15.5.1 During the security period the Lender may (subject to Clause 11.4 (*Application of moneys*))

- (a) apply and enforce any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities in whatever manner and order it considers appropriate (whether against the Secured Liabilities or otherwise),
- (b) refrain from applying or enforcing any such moneys, Security or rights, or
- (c) hold in an interest-bearing suspense account any moneys received from the Mortgagor or on account of the Secured Liabilities

15.5.2 The Mortgagor shall not be entitled to the benefit of any moneys, Security or rights referred to in Clause 15.5.1(a) or (b)

15.6 Deferral of Mortgagor's rights

During the security period the Mortgagor shall not, unless the Lender otherwise directs, exercise any right which it may have as a result of performing its obligations under this Mortgage or the enforcement of the Security created by this Mortgage to

- (a) receive or claim payment from, or be indemnified by an Mortgagor,
- (b) claim any contribution from any guarantor of, or provider of Security in respect of, any Mortgagor's obligations under the Finance Documents,
- (c) take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any Finance Document or of any guarantee or

Security taken pursuant to, or in connection with, the Finance Documents by the Lender,

- (d) exercise any right of set-off against any Mortgagor, or
- (e) claim or prove as a creditor of any Mortgagor in competition with the Lender

15.7 Additional Security

This Mortgage is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Lender

15.8 New accounts

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Mortgagor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Mortgagor to the Lender

- (a) shall be credited or be treated as having been credited to the new account; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Lender received or was deemed to have received that notice

16 Tacking

For the purposes of section 94(1) of the Act, the Lender shall make further advances to the Borrower on the terms and subject to the conditions of the Finance Documents

17 Further assurance

17.1 Registration at Companies House

The Mortgagor consents to the registration of this Mortgage at Companies House pursuant to Part 25 of the Companies Act 2006

17.2 Further action

If the Lender requests, the Mortgagor shall, at its own expense, promptly take any action and sign or execute any further documents that the Lender or any Receiver appointed by it reasonably requires to

- (a) give effect to this Mortgage (including Clause 10(c)),
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Mortgage,
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Mortgage with any other Security over any of the Mortgagor's other assets, and

- (d) make it easier for the Lender, any Receiver or any administrator to realise all or any of the Security Assets or to exercise any right, power or discretion in connection with all or any of the Security Assets

17.3 Section 93

Any document which the Mortgagor executes under Clause 17 1 may disapply section 93 of the Act

17.4 Appointment

17 4 1 The Mortgagor appoints

- (a) the Lender,
- (b) each person to whom the Lender delegates the exercise of the power of attorney conferred by this Clause, and
- (c) any Receiver for the time being holding office as such,

jointly and severally to be its attorney or attorneys

17 4 2 The persons appointed as attorneys under Clause 17 4 1 shall, in the Mortgagor's name and on its behalf, do everything and sign, seal, execute, deliver and perfect all documents required to carry out any of the Mortgagor's obligations under or arising pursuant to this Mortgage (including the obligations of the Mortgagor under Clause 17 and the statutory covenant referred to in that Clause) to

- (a) bring any sale, lease or other dealing by the Lender or Receiver into effect,
- (b) convey or transfer any legal estate or other interest in land or other property, or
- (c) get in the Security Assets, and generally enable the Lender and Receiver to exercise the respective powers conferred on them by or pursuant to this Mortgage or by law

17.5 Delegation

The Lender may delegate the power conferred on it by this Clause without precluding itself from subsequently exercising or delegating that power Any such delegation may be revoked by the Lender at any time

17 6 Power of attorney as security

The power of attorney granted by this Clause 17 is granted to the Lender, its delegates and any Receiver appointed by it It is granted irrevocably and for value as part of the security constituted by this Mortgage to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

18 Currency

18.1 The Spot Rate

In this Clause 18, the **Spot Rate** means, in relation to the Lender, the spot rate of exchange of the bank for the purchase of any currency with any other currency in the London foreign exchange market

18.2 Conversion of moneys received

The Lender may convert any moneys received, recovered or realised in any currency under this Mortgage (including the proceeds of any previous conversion under this Clause 18) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate

19 Discharge of Security

19.1 Replacement of Security Assets

If any part the Security Assets is replaced, the replaced part shall be freed and discharged from the security created by this Mortgage

19.2 Discharge

On the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by this Mortgage at that time, the Lender shall, or shall procure that its appointees will, at the request and cost of the Mortgagor

- (a) release the Security Assets from this Mortgage, and
- (b) re-assign to the Mortgagor the Security Assets assigned to the Lender under Clause 21 (*Assignment*)

19.3 Section 93

Section 93 of the Act shall not apply to this Mortgage

20 Costs and expenses

20.1 Transaction expenses

The Mortgagor shall promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Mortgage

20.2 Amendment costs

If the Mortgagor requests an amendment, waiver, consent or release of or in relation to this Mortgage, the Mortgagor shall, within three Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement

20 3 Enforcement costs

The Mortgagor shall, within three Business Days of demand, pay to the Lender or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Lender or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Mortgage or the investigation of any possible Default

21 Assignment

21 1 Procedure

The Lender may assign all or any of its rights and benefits under this Mortgage to any person to whom it assigns or transfers any of its rights or benefits under the Finance Documents

21.2 Disclosure of information

The Lender may disclose to any assignee or proposing assignee any information it thinks fit in relation to the Mortgagor and the Finance Documents

22 Notices

22 1 Communications in writing

Any communication to be made under or in connection with this Mortgage shall be made in writing and, unless otherwise stated, may be made by fax or letter

22.2 Addresses

22 2 1 The address each Party for any communication or document to be made or delivered under or in connection with this Mortgage is that identified with its name below or any substitute address, fax number as either Party may notify to the other by not less than five Business Days' notice

22 2 2 The addresses referred to in Clause 22 2 1 are

| | | |
|-----|-----------|--|
| (a) | Mortgagor | The Grafton Victor Barns Northampton Road NN6 9DQ |
|-----|-----------|--|

| | | |
|--|-----------|--------------|
| | Attention | Barry Howard |
|--|-----------|--------------|

| | | |
|-----|------------|------------------|
| (b) | the Lender | Eugene McTaggart |
|-----|------------|------------------|



22 3 Delivery

22 3 1 Any communication or document made or delivered by one person to another under or in connection with this Mortgage will only be effective

(a) when it has been left at the relevant address or

- (b) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address

22 3 2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender

22 4 English language

22 4 1 Any notice given under or in connection with this Mortgage must be in English

22 4 2 All other documents provided under or in connection with this Mortgage must be

- (a) in English, or

- (b) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

23 Calculations and certificates

23 1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Mortgage, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate

23 2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under this Mortgage is, in the absence of manifest error, conclusive evidence of the matters to which it relates

24 Partial invalidity

If, at any time, any provision of this Mortgage is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

25 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Mortgage shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Mortgage are cumulative and not exclusive of any rights or remedies provided by law

26 Amendments and waivers

Any term of this Mortgage may be amended or waived only with the written consent of the Mortgagor and the Lender

27 Counterparts

This Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Mortgage

28 Governing law and enforcement

28.1 Governing law

English law governs this Mortgage, its interpretation and any non-contractual obligations arising from or connected with it

28.2 Jurisdiction

28.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Mortgage (including a dispute regarding the existence, validity or termination of this Mortgage) (a **Dispute**)

28.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

28.2.3 This Clause 28.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

Executed as a deed and delivered on the date appearing at the beginning of this Mortgage

Schedule 1 – Additional Schedule

To Eugene McTaggart



Dated **

- 1 We refer to the chattel mortgage dated ** (the **Mortgage**) executed by you (as Lender) and us (as Mortgagor)
- 2 We represent and warrant that since ** we have acquired and taken delivery of, and are the sole legal and beneficial owners of, the equipment listed below
- 3 We
 - (a) mortgage the equipment listed below by way of legal mortgage, and
 - (b) assign absolutely the proceeds of, and the benefit of all options and rights under, all Insurances relating to that equipment,

on the terms of Clause 4 (*Nature of Security created*) of the Mortgage

Equipment

**

**

Executed as a **Deed** by)
Biowayste Holdings Limited acting by)
a director in the presence of)

Signature of witness

Name of witness

Address



Schedule 2 – Equipment

| BioWaste Holdings Ltd Plant - Brocklesby | | | | | | | | |
|---|-------------------|-----------------------------------|-----------------------|---------|---------|---------------|----------------|--|
| Order | Category | Item #/Item | Capacity | Tag Nos | On Site | Paid/partpaid | New / Existing | |
| 1 | Pre-treatment | 1 01 SCREEN | 10 m ³ /hr | E400 | Y | | Existing | |
| 2 | | 1 02 FLAME TANK | 20 m ³ | E401 | Y | | Existing | |
| 3 | | 1 03 FLAME TANK | 20 m ³ | E402 | Y | | Existing | |
| 4 | | 1 04 FLAME TANK | 20 m ³ | E403 | Y | | New | |
| 10 | Skid Equipment | 2 01 FEED PUMP | 10 m ³ /hr | E201 | Y | | New | |
| 11 | | 2 02 FEED PUMP | 10 m ³ /hr | E202 | Y | | New | |
| 12 | | 2 03 FEED PUMP | 10 m ³ /hr | E203 | Y | | New | |
| 13 | | 2 04 FEED PUMP | 10 m ³ /hr | E204 | Y | | New | |
| 14 | Skid Equipment | 3 01 FLAME TANK | 20 m ³ | E404 | Y | | Existing | |
| 15 | | 3 02 FLAME TANK | 20 m ³ | E405 | Y | | Existing | |
| 16 | | 3 03 FLAME TANK | 20 m ³ | E406 | Y | | Existing | |
| 17 | | 3 04 FLAME TANK | 20 m ³ | E407 | Y | | Existing | |
| 18 | Skid Equipment | 4 01 FLAME TANK | 20 m ³ | E408 | Y | | Existing | |
| 19 | | 4 02 FLAME TANK | 20 m ³ | E409 | Y | | Existing | |
| 20 | | 4 03 FLAME TANK | 20 m ³ | E410 | Y | | Existing | |
| 21 | | 4 04 FLAME TANK | 20 m ³ | E411 | Y | | Existing | |
| 22 | Skid Equipment | 5 01 FLAME TANK | 20 m ³ | E412 | Y | | Existing | |
| 23 | | 5 02 FLAME TANK | 20 m ³ | E413 | Y | | Existing | |
| 24 | | 5 03 FLAME TANK | 20 m ³ | E414 | Y | | Existing | |
| 25 | | 5 04 FLAME TANK | 20 m ³ | E415 | Y | | Existing | |
| 26 | Skid Equipment | 6 01 FLAME TANK | 20 m ³ | E416 | Y | | Existing | |
| 27 | | 6 02 FLAME TANK | 20 m ³ | E417 | Y | | Existing | |
| 28 | | 6 03 FLAME TANK | 20 m ³ | E418 | Y | | Existing | |
| 29 | | 6 04 FLAME TANK | 20 m ³ | E419 | Y | | Existing | |
| 30 | Skid Equipment | 7 01 FLAME TANK | 20 m ³ | E420 | Y | | Existing | |
| 31 | | 7 02 FLAME TANK | 20 m ³ | E421 | Y | | Existing | |
| 32 | | 7 03 FLAME TANK | 20 m ³ | E422 | Y | | Existing | |
| 33 | | 7 04 FLAME TANK | 20 m ³ | E423 | Y | | Existing | |
| 34 | Skid Equipment | 8 01 FLAME TANK | 20 m ³ | E424 | Y | | Existing | |
| 35 | | 8 02 FLAME TANK | 20 m ³ | E425 | Y | | Existing | |
| 36 | | 8 03 FLAME TANK | 20 m ³ | E426 | Y | | Existing | |
| 37 | | 8 04 FLAME TANK | 20 m ³ | E427 | Y | | Existing | |
| 38 | Skid Equipment | 9 01 FLAME TANK | 20 m ³ | E428 | Y | | Existing | |
| 39 | | 9 02 FLAME TANK | 20 m ³ | E429 | Y | | Existing | |
| 40 | | 9 03 FLAME TANK | 20 m ³ | E430 | Y | | Existing | |
| 41 | | 9 04 FLAME TANK | 20 m ³ | E431 | Y | | Existing | |
| 42 | Skid Equipment | 10 01 FLAME TANK | 20 m ³ | E432 | Y | | Existing | |
| 43 | | 10 02 FLAME TANK | 20 m ³ | E433 | Y | | Existing | |
| 44 | | 10 03 FLAME TANK | 20 m ³ | E434 | Y | | Existing | |
| 45 | | 10 04 FLAME TANK | 20 m ³ | E435 | Y | | Existing | |
| 46 | Skid Equipment | 11 01 FLAME TANK | 20 m ³ | E436 | Y | | Existing | |
| 47 | | 11 02 FLAME TANK | 20 m ³ | E437 | Y | | Existing | |
| 48 | | 11 03 FLAME TANK | 20 m ³ | E438 | Y | | Existing | |
| 49 | | 11 04 FLAME TANK | 20 m ³ | E439 | Y | | Existing | |
| 50 | Skid Equipment | 12 01 FLAME TANK | 20 m ³ | E440 | Y | | Existing | |
| 51 | | 12 02 FLAME TANK | 20 m ³ | E441 | Y | | Existing | |
| 52 | | 12 03 FLAME TANK | 20 m ³ | E442 | Y | | Existing | |
| 53 | | 12 04 FLAME TANK | 20 m ³ | E443 | Y | | Existing | |
| 54 | Skid Equipment | 13 01 FLAME TANK | 20 m ³ | E444 | Y | | Existing | |
| 55 | | 13 02 FLAME TANK | 20 m ³ | E445 | Y | | Existing | |
| 56 | | 13 03 FLAME TANK | 20 m ³ | E446 | Y | | Existing | |
| 57 | | 13 04 FLAME TANK | 20 m ³ | E447 | Y | | Existing | |
| 58 | Skid Equipment | 14 01 FLAME TANK | 20 m ³ | E448 | Y | | Existing | |
| 59 | | 14 02 FLAME TANK | 20 m ³ | E449 | Y | | Existing | |
| 60 | | 14 03 FLAME TANK | 20 m ³ | E450 | Y | | Existing | |
| 61 | | 14 04 FLAME TANK | 20 m ³ | E451 | Y | | Existing | |
| 62 | Skid Equipment | 15 01 FLAME TANK | 20 m ³ | E452 | Y | | Existing | |
| 63 | | 15 02 FLAME TANK | 20 m ³ | E453 | Y | | Existing | |
| 64 | | 15 03 FLAME TANK | 20 m ³ | E454 | Y | | Existing | |
| 65 | | 15 04 FLAME TANK | 20 m ³ | E455 | Y | | Existing | |
| 66 | Biogas & Power | 4 02 CHP ENGINE NO 2 | 120 kW | E406 | Y | | Existing | |
| 67 | | 4 05 GAS TRAIN FLAME ARRESTOR | NA | E401 | Y | | Existing | |
| 68 | | 4 07 CHP ENGINE NO 1 | 140 kW | E405 | Y | | Existing | |
| 69 | | 4 08 SUPPLEMENTARY FLAME ARRESTOR | 200 kW | E400 | Y | | Existing | |
| 70 | Heating & Cooling | 5 01 FLAME TANK | 20 m ³ | E401 | Y | | Existing | |
| 71 | | 5 02 FLAME TANK | 20 m ³ | E402 | Y | | Existing | |
| 72 | | 5 03 FLAME TANK | 20 m ³ | E403 | Y | | Existing | |
| 73 | | 5 04 FLAME TANK | 20 m ³ | E404 | Y | | Existing | |
| 74 | Skid Equipment | 6 01 FLAME TANK | 20 m ³ | E405 | Y | | Existing | |
| 75 | | 6 02 FLAME TANK | 20 m ³ | E406 | Y | | Existing | |
| 76 | | 6 03 FLAME TANK | 20 m ³ | E407 | Y | | Existing | |
| 77 | | 6 04 FLAME TANK | 20 m ³ | E408 | Y | | Existing | |
| 78 | Skid Equipment | 7 01 FLAME TANK | 20 m ³ | E409 | Y | | Existing | |
| 79 | | 7 02 FLAME TANK | 20 m ³ | E410 | Y | | Existing | |
| 80 | | 7 03 FLAME TANK | 20 m ³ | E411 | Y | | Existing | |
| 81 | | 7 04 FLAME TANK | 20 m ³ | E412 | Y | | Existing | |
| 82 | Skid Equipment | 8 01 FLAME TANK | 20 m ³ | E413 | Y | | Existing | |
| 83 | | 8 02 FLAME TANK | 20 m ³ | E414 | Y | | Existing | |
| 84 | | 8 03 FLAME TANK | 20 m ³ | E415 | Y | | Existing | |
| 85 | | 8 04 FLAME TANK | 20 m ³ | E416 | Y | | Existing | |
| 86 | Skid Equipment | 9 01 FLAME TANK | 20 m ³ | E417 | Y | | Existing | |
| 87 | | 9 02 FLAME TANK | 20 m ³ | E418 | Y | | Existing | |
| 88 | | 9 03 FLAME TANK | 20 m ³ | E419 | Y | | Existing | |
| 89 | | 9 04 FLAME TANK | 20 m ³ | E420 | Y | | Existing | |
| 90 | Skid Equipment | 10 01 FLAME TANK | 20 m ³ | E421 | Y | | Existing | |
| 91 | | 10 02 FLAME TANK | 20 m ³ | E422 | Y | | Existing | |
| 92 | | 10 03 FLAME TANK | 20 m ³ | E423 | Y | | Existing | |
| 93 | | 10 04 FLAME TANK | 20 m ³ | E424 | Y | | Existing | |
| 94 | Skid Equipment | 11 01 FLAME TANK | 20 m ³ | E425 | Y | | Existing | |
| 95 | | 11 02 FLAME TANK | 20 m ³ | E426 | Y | | Existing | |
| 96 | | 11 03 FLAME TANK | 20 m ³ | E427 | Y | | Existing | |
| 97 | | 11 04 FLAME TANK | 20 m ³ | E428 | Y | | Existing | |
| 98 | Skid Equipment | 12 01 FLAME TANK | 20 m ³ | E429 | Y | | Existing | |
| 99 | | 12 02 FLAME TANK | 20 m ³ | E430 | Y | | Existing | |
| 100 | | 12 03 FLAME TANK | 20 m ³ | E431 | Y | | Existing | |
| 101 | | 12 04 FLAME TANK | 20 m ³ | E432 | Y | | Existing | |
| 102 | Skid Equipment | 13 01 FLAME TANK | 20 m ³ | E433 | Y | | Existing | |
| 103 | | 13 02 FLAME TANK | 20 m ³ | E434 | Y | | Existing | |
| 104 | | 13 03 FLAME TANK | 20 m ³ | E435 | Y | | Existing | |
| 105 | | 13 04 FLAME TANK | 20 m ³ | E436 | Y | | Existing | |
| 106 | Skid Equipment | 14 01 FLAME TANK | 20 m ³ | E437 | Y | | Existing | |
| 107 | | 14 02 FLAME TANK | 20 m ³ | E438 | Y | | Existing | |
| 108 | | 14 03 FLAME TANK | 20 m ³ | E439 | Y | | Existing | |
| 109 | | 14 04 FLAME TANK | 20 m ³ | E440 | Y | | Existing | |
| 110 | Skid Equipment | 15 01 FLAME TANK | 20 m ³ | E441 | Y | | Existing | |
| 111 | | 15 02 FLAME TANK | 20 m ³ | E442 | Y | | Existing | |
| 112 | | 15 03 FLAME TANK | 20 m ³ | E443 | Y | | Existing | |
| 113 | | 15 04 FLAME TANK | 20 m ³ | E444 | Y | | Existing | |
| 114 | Skid Equipment | 16 01 FLAME TANK | 20 m ³ | E445 | Y | | Existing | |
| 115 | | 16 02 FLAME TANK | 20 m ³ | E446 | Y | | Existing | |
| 116 | | 16 03 FLAME TANK | 20 m ³ | E447 | Y | | Existing | |
| 117 | | 16 04 FLAME TANK | 20 m ³ | E448 | Y | | Existing | |
| 118 | Skid Equipment | 17 01 FLAME TANK | 20 m ³ | E449 | Y | | Existing | |
| 119 | | 17 02 FLAME TANK | 20 m ³ | E450 | Y | | Existing | |
| 120 | | 17 03 FLAME TANK | 20 m ³ | E451 | Y | | Existing | |
| 121 | | 17 04 FLAME TANK | 20 m ³ | E452 | Y | | Existing | |
| 122 | Skid Equipment | 18 01 FLAME TANK | 20 m ³ | E453 | Y | | Existing | |
| 123 | | 18 02 FLAME TANK | 20 m ³ | E454 | Y | | Existing | |
| 124 | | 18 03 FLAME TANK | 20 m ³ | E455 | Y | | Existing | |
| 125 | | 18 04 FLAME TANK | 20 m ³ | E456 | Y | | Existing | |
| 126 | Skid Equipment | 19 01 FLAME TANK | 20 m ³ | E457 | Y | | Existing | |
| 127 | | 19 02 FLAME TANK | 20 m ³ | E458 | Y | | Existing | |
| 128 | | 19 03 FLAME TANK | 20 m ³ | E459 | Y | | Existing | |
| 129 | | 19 04 FLAME TANK | 20 m ³ | E460 | Y | | Existing | |
| 130 | Skid Equipment | 20 01 FLAME TANK | 20 m ³ | E461 | Y | | Existing | |
| 131 | | 20 02 FLAME TANK | 20 m ³ | E462 | Y | | Existing | |
| 132 | | 20 03 FLAME TANK | 20 m ³ | E463 | Y | | Existing | |
| 133 | | 20 04 FLAME TANK | 20 m ³ | E464 | Y | | Existing | |
| 134 | Skid Equipment | 21 01 FLAME TANK | 20 m ³ | E465 | Y | | Existing | |
| 135 | | 21 02 FLAME TANK | 20 m ³ | E466 | Y | | Existing | |

Executed as a **Deed** by)
Biowayste Holdings Limited acting by)
a director in the presence of)



BARRY
HOWARD

Signature

BARRY HOWARD

Name (block capitals)



ANDREW HARRIS

Signature of witness

Name of witness

Address

Andrew Harris
Solicitor
Dentons UKMEA LLP
The Pinnacle
170 Midsummer Boulevard
Milton Keynes
MK9 1FE

Executed as a deed by)
Eugene McTaggart)
in the presence of)



EUGENE
MCTAGGART



ANDREW HARRIS

Signature of witness

Name of witness

Address

Andrew Harris
Solicitor
Dentons UKMEA LLP
The Pinnacle
170 Midsummer Boulevard
Milton Keynes
MK9 1FE