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CHFP041

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge

COMPANIES HOUSE FEE PAID EDINBURGH

Pursuant to section 410 of the Companies Act 1985

Please do not write in this margin

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

** insert full name of compay*

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

For official use

Company number SC098678

Name of company

*WRG (Northern) Limited ("the Company")

Date of creation of the charge (note 1)

15th December 2004

Description of the instrument (if any) creating or evidencing the charge (note 1)

Second Ranking Debenture

Amount secured by the charge

The "Second Secured Note Liabilities" as defined in the Schedule

Names and addresses of the persons entitled to the charge

The Bank of New York

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

Dundas & Wilson CS LLP
20 Castle Terrace
Edinburgh
EH1 2EN

For official use
Charges Section

SCT 87L8M103 0050
COMPANIES HOUSE 05/01/05

SCT 87BUB1IY 0129
COMPANIES HOUSE 30/12/04

SCOM410/1

Short particulars of all the property charged

The "Charged Assets" as defined in the Schedule

Please do not write in this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The provisions of this Deed are subject to the provisions of the Intercreditor Deed and no payment may be made, and no enforcement action may be taken, hereunder or in respect hereof save as expressly permitted under the Intercreditor deed.

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed _____ Date 30/12/04.

On behalf of ~~[company]~~ [chargee]†

† delete as appropriate

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignation.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/ or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House.**

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP-4 Edinburgh 2

This is the Schedule referred to in the foregoing Form 410 in relation to the Second Ranking Debenture made by the Company with The Bank of New York dated 15th December 2004

"**Acquisitions**" means WRG Acquisitions Plc, a public limited company incorporated under the laws of England and Wales with company number 04731536 (formerly known as Cholet Acquisitions Limited);

"**Charged Assets**" means the assets from time to time the subject of any Liens created or purported to be created by or pursuant to this Deed and, where the context permits, the proceeds of sale of such assets;

"**Charging Companies**" means the companies detailed in Schedule 1 (*The Charging Companies*) and any Group Company which accedes to this Deed;

"**Intercreditor Deed**" means the "Intercreditor Agreement" as defined in the Second Secured Note Indenture;

"**Lien**" "Lien" means any mortgage or deed of trust, charge, pledge, lien (statutory or otherwise), privilege, security interest, hypothecation, assignment for security, claim, or preference or priority or other encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired. A person will be deemed to own subject to a Lien any property which such Person has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement;

"**Obligors**" means Acquisitions, the Charging Companies and any Subsidiary of the Charging Companies that gives any Guarantee or creates any Liens in favour of the Second Secured Note Trustee or any other Second Secured Creditor in respect of the Second Secured Note Liabilities (or any of them);

"**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof;

"**Receiver**" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Second Secured Note Trustee pursuant to this Deed;

"**Second Secured Creditors**" means the Second Secured Noteholders and the Second Secured Note Trustee;

"**Second Secured Note Documents**" has the meaning given to it in the Intercreditor Deed;

"**Second Secured Note Indenture**" means any indenture pursuant to which the Second Secured Notes are issued;

"**Second Secured Note Trustee**" means The Bank of New York (and its successors) in its capacity as note trustee for the Second Secured Noteholders;

"**Second Secured Noteholders**" means the holders, from time to time, of the Second Secured Notes;

"**Second Secured Notes**" means the second secured floating rate notes issued by Acquisitions pursuant to the Second Secured Note Indenture;

"**Second Secured Note Liabilites**" means all present and future obligations and other liabilities of any nature of each Obligor due, owing or incurred under the Second Secured Note Documents (or any of them) to the Second Secured Creditors and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Second Secured Note Documents or in relation to any further issues of Second Secured Notes under the Second Secured Note Documents), and whether indebtedness or liabilities originally owed to all or any of the Second Secured Creditors and/or any Receiver actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon, after as well as before judgement, and all costs, charges and expenses incurred in connection therewith which are payable by the relevant Obligor in accordance with the terms of the Second Secured Note Documents, in each case, and notwithstanding any other provision of this Deed, except for any obligations or liabilities which, if they did form part of the Second Secured Note Liabilities, would result in this Deed (or any part thereof) constituting unlawful financial assistance in contravention of section 151 of the Companies Act 1985, and "Second Secured Note Liability" shall be construed accordingly;

3. **LIENS**

3.1 **Creation of Charges**: All Charges are:

(a) made in favour of the Second Secured Note Trustee (for the benefit of itself and the other Second Secured Creditors);

(b) made with full title guarantee (but subject to any Permitted Liens existing on the dates of creation of such Charges); and

(c) security for the payment of all Second Secured Note Liabilities.

3.2 **Property**: Each Charging Company hereby charges and agrees to charge:

(a) by way of second legal mortgage, the Scheduled Property in respect of which it is listed in Schedule 2 as the Charging Company other than (i) any Leasehold Restricted Property, the Aldeby Restricted Property or the Cinergy Properties, in relation to which the provisions of Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging, the Aldeby Restricted Property and Cinergy Properties*) shall apply and (ii) any Excluded Gas Assets; and

(b) by way of second fixed charge, all estates or interests now or subsequently belonging to it in or in relation to, any Scheduled Property and any Material After-Acquired Property (save to the extent charged by paragraph (a) above) other than any Leasehold Restricted Property the Aldeby Restricted Property or the Cinergy Properties, in relation to which the provisions of Clause 3.14 (*Leasehold Interests Containing Restrictions on Charging the Aldeby Restricted Property and Cinergy Properties*) shall apply.

3.3 **Investments**: Each Charging Company charges by way of second fixed charge all of its Investments (including the Scheduled Investments) now or subsequently belonging to it or held by any nominee on its behalf other than the Excluded JV Investments.

3.4 **Book Debts**: Subject to Clause 5.3(c) (*Book Debts*), each Charging Company charges by way of second fixed charge, all rights which it may have now or subsequently in respect of any Book Debts.

3.5 **Intellectual Property**: Each Charging Company charges (to the extent not prohibited to do so by the terms on which such Intellectual Property is held by it) by way of second fixed charge all rights in respect of Intellectual Property now or subsequently belonging to it.

3.6 **Plant and Machinery**: Each Charging Company charges by way of second fixed charge all of its Personal Chattels now or subsequently belonging to such Charging Company and its interest in any such Personal Chattels in its possession other than the Excluded Eastcroft Assets in relation to which the provisions of Clause 3.17 (*Excluded Eastcroft Assets*) shall apply, and the Excluded Gas Assets.

3.7 **Contracts**: Subject to Clause 5.7 (*Payments under Contracts*), each Charging Company charges and agrees to charge by way of second fixed charge all its rights (including, without limitation, the right to receive any compensation) now or subsequently of such Charging Company in respect of:

(a) the Material Contracts and any other agreement to which it is party;

(b) any warranty, bond, guarantee or letter of credit issued in its favour;

(c) any bill of exchange or any other negotiable instrument held by it,

(to the extent that the same are not otherwise subject to an effective fixed charge or security assignment pursuant to this Clause 3) but excluding any Excluded Contract in relation to which the provisions of Clause 3.15 (*Material Contracts Containing Prohibition on Charging*) shall apply.

3.8 **Pension Fund**: Each Charging Company charges (to the extent not prohibited to do so by the terms applicable to such interests, claims or rights) by way of second fixed charge any interest, claim or right which it has now or subsequently in respect of any pension fund or plan.

3.9 **Other Charges**: Each Charging Company charges by way of second fixed charge:

(a) all its uncalled capital;

(b) all its goodwill; and

(c) subject to Clause 5.7 (*Payments under Contracts*), the Site Waste Management Licences and (to the extent it is permitted to do so by the terms applicable to the same) any other authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof).

3.10 **Charge over Relevant Documents**:

(a) Prior to the Senior Discharge Date, each Charging Company hereby charges by way of fixed charge all the rights and interest present or future of such Charging Company in respect of the Relevant Documents (other than any Insurances which relate to any third party liability, employees' liability, public liability or any directors and officers insurance (together, the "**Excluded Insurances**")) together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents.

(b) Following the Senior Discharge Date, each Charging Company hereby assigns by way of security (subject to the right to reassignment on redemption pursuant to Clause 16.7 (*Redemption*) and, in the case of any Insurances which constitute an Excluded Material Contract, to obtaining the relevant third party consent in accordance with Clause 3.15

(*Material Contracts Containing Prohibition on Charging*)) to the Second Secured Note Trustee all rights and interest present or future of such Charging Company in respect of the Relevant Documents (other than any Insurances which relate to any third party liability, employees' liability, public liability or any directors and officers insurance (together, the "**Excluded Insurances**")) together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents.

(c) Until the Charges are enforceable in accordance with Clause 6.2(b) (*Enforceability of Security*) and the Second Secured Note Trustee serves a notice to the contrary in accordance with a Notice of Document Charging or Notice of Document Assignment, each Charging Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the provisions of the Intercreditor Deed and the other provisions of this Deed.

3.11 **Floating Charge**:

(a) Each Charging Company charges by way of second floating charge, its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by this Deed (other than the Leasehold Restricted Properties, the Aldeby Restricted Property, the Cinergy Properties, the Excluded Contracts, the Excluded Insurances, the Excluded Accounts, the Excluded JV Investments, the Excluded Gas Assets and the Excluded Eastcroft Assets). The floating charge created by each Charging Company under this Clause shall:

(i) except as otherwise agreed in writing by the Second Secured Note Trustee and subject to the Senior Security, rank in priority to any other Lien which shall subsequently be created or permitted to arise by such Charging Company (other than any Lien as permitted under sub-clauses (c), (e), (f), (g), (j), (v), and to the extent that it applies ~~only applies~~ to any Lien described in sub-clauses (c), (e), (f), (g), (j) and (v), sub-clause (w) of the definition of "Permitted Liens" set out in the Second Secured Note Indenture) or any Lien created by a Receiver appointed under this Deed; and

(ii) be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

(b) Notwithstanding the provisions of Clause 6.2(b) (*Enforceability of Security*), the Second Secured Note Trustee may by notice to any Charging Company convert the floating charge created by such Charging Company pursuant to this Clause into a fixed charge as regards such assets (other than any heritable property located in Scotland) as may be specified (whether generally or specifically) in such notice if:

(i) an Event of Default is outstanding and continuing unremedied and unwaived; or

(ii) the Second Secured Note Trustee reasonably considers those assets to be in jeopardy of being seized or sold pursuant to any distress, attachment, execution, sequestration or other legal process,

subject to the provisions of the Intercreditor Deed and the Second Secured Note Indenture.

(c) Notwithstanding any other provision of this Deed (and without prejudice to the circumstances in which the floating charge created under this Clause 3 (*Liens*) will crystallise under general law) but subject always to Clause 1.9 (*Intercreditor Deed, Senior Finance Documents and Second Secured Note Documents*):

SCHEDULE 2

Part 1
Details of the Scheduled Property

Registered Land

Charging Company	County and District (or London Borough)	Address or Description.	Title No.
Freehold			
WRG Waste Services Limited (Co. No. 988844)	Peterborough District Land Registry	Eastwood Farm House, Eye Road, Dogsthorpe	CB197552
WRG (Midlands) Limited (Co. No. SC043286)	Peterborough District Land Registry	Land and buildings lying to the north of Paston Parkway, Peterborough	CB200805
WRG (Management) Limited (Co. No. 02563475)	Leicester District Land Registry	Land on the east side of Bletchley Road, Newton Longville, Milton Keynes	BM221284
WRG Waste Services Limited (Co. No. 2563475)	Peterborough District Land Registry	Landfill site at Brogborough, Marston Vale	BD198074
WRG Waste Services Limited (Co. No 988844)	Leicester District Land Registry	Seven parcels of land at Calvert Estate	BM232086 but excluding the part of the property transferred pursuant to a transfer dated 2 June 2004 between Shanks Waste Services Limited (1) and Michael Nicholas Wood and Anthony David Wood (2)
Waste Recycling Group Limited	Norfolk, South Norfolk Norfolk, South Norfolk	Land near Aldeby Burgh St Peter Land at Oaklands, Aldeby	NK148249 NK295376
Darrington Quarries Limited	North Yorkshire, Selby	Land on the east and west side of Long Lane, Kirk Smeaton, Pontefract	NYK257468 NYK173423 NYK172147

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 98678

I hereby certify that a charge created by

WRG (NORTHERN) LIMITED

on 15 DECEMBER 2004

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE BANK OF NEW YORK

was delivered pursuant to section 410 of the Companies Act, 1985,
on 5 JANUARY 2005 given at Companies House, Edinburgh
7 JANUARY 2005

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

COMPANIES HOUSE