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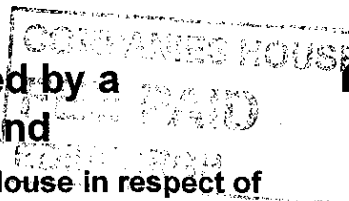
CHFP010.

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this margin

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

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



410

Pursuant to section 410 of the Companies Act 1985

Please complete
legibly, preferably in
black type, or bold
block letteringTo the Registrar of Companies
(address overleaf - note 6)

For official use

Company Number

Name of company

1 | 9

SC098678

* Insert full name of
company

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

Date of creation of the charge (note 1)

23 December 2004

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

Standard Security ("the Charge")

Amount secured by the charge

Paper Apart 1

Names and addresses of the persons entitled to the charge

Barclays Bank PLC as Agent and Trustee for and on behalf of the Finance

Parties ("the Security Agent")

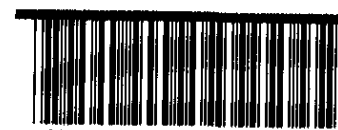
5 The North Colonnade, Canary Wharf, London E14 4BB

Presenter's name, address,
telephone number and
reference (if any):Brodies LLP (AEF)
15 Atholl Crescent
Edinburgh EH3 8HA
Tel: 0131 228 3777
DX ED10, Edinburgh-1

For official use

Charges Section

Post room

SCT
COMPANIES HOUSE

86NV21BU

1206
23/12/04

Short particulars of all the property charged.

Please do not write in this margin

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

Paper Apart 2

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

~~Paper Apart 3~~

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

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

N/A

Signed

Broches LLP

Date *23.12.14*

On behalf of [company] [chargee]†

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 Assignment.)
- 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

† delete as appropriate

FORM 410 PAPERS APART

WRG (NORTHERN) LIMITED

COMPANY NUMBER SC098678

PAPER APART 1

All present and future obligations and other liabilities of any nature of the Company due, owing or incurred under the Finance Documents (as defined in the Facilities Agreement) to the Security Agent and/or the Finance Parties and/or any Receiver (including, without limitation under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisation under the Finance Documents), and whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any Receiver actual or contingent, mature 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 (calculated in accordance with the Facilities Agreement after as well as before judgement and all costs, charges and expenses incurred in connection therewith which are payable by the Company in accordance with the terms of the Finance Documents, in each case and notwithstanding the provision of the Charge, except for any obligations or liabilities which, if they did form part of the Secured Liabilities, would result in the Charge (or any part thereof) constituting unlawful financial assistance in contravention of section 151 of the Companies Acts 1985, and "**Secured Liability**" shall be construed accordingly, (the "**Secured Liabilities**").

PAPER APART 2

ALL and WHOLE the subjects known as Greengairs landfill site, Greengairs being (One) the whole subjects registered in the Land Register of Scotland under Title Number LAN 11637 under exception of (1) that area of ground shown coloured in brown on the title plan relating to Title Number LAN 11637; and (2) that area of ground shown coloured green on the said title plan; (Two) the whole subjects registered in the Land Register of Scotland under Title Number LAN 121916; and (Three) the whole subjects registered in the Land Register of Scotland under Title Number LAN 30588; Together with such interest as the Company may have in that area shown coloured green on the title plan relating the said Title Number LAN 11637 (which said subjects are hereinafter called the "**Security Subjects**").

DEFINITIONS

Capitalised terms defined in the Facilities Agreement shall have the same meaning in this form 410.

In addition, the following terms shall have the following meanings:

Facilities Agreement means the facilities agreement dated 9 June 2003 between, inter alios, WRG Investments Limited (formerly registered as Cholet Investments Limited), WRG Acquisitions PLC (formerly

registered as Cholet Acquisitions Limited, Barclays Capital and Merrill Lynch International as Joint Mandated Lead Arrangers and Syndication Agents, the financial institutions named therein as Original Lenders and Barclays Bank PLC as Facility Agent and as Security Agent as amended pursuant to amendment letters dated 11 June 2003 and 11 August 2003, a waiver and amendment letter dated 29 May 2004, and as amended and restated pursuant to the First Supplemental Agreement dated 26 August 2004 and Second Supplemental Agreement dated 15 December 2004 and as otherwise amended, restated novated or supplemented from time to time.

Floating Charge means Bond and Floating Charge dated 15 December 2004, as the same may be amended, varied, supplemented or novated in any way from time to time and to be registered at Companies House between the Company and the Security Agent.

Receiver means an administrative receiver, administrator, receiver and manager or a receiver, in each case, appointed under the Floating Charge.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 98678

I hereby certify that a charge created by

WRG (NORTHERN) LIMITED

on 23 DECEMBER 2004

for securing

ALL OBLIGATIONS AND LIABILITIES UNDER THE FINANCE DOCUMENTS

in favour of BARCLAYS BANK PLC

was delivered pursuant to section 410 of the Companies Act, 1985,
on 23 DECEMBER 2004 given at Companies House, Edinburgh
30 DECEMBER 2004



C O M P A N I E S H O U S E



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