

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

106540/130

A fee is payable with this form

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

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



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23/09/2011

118

COMPANIES HOUSE

1 Company details

Company number 0 6 9 6 8 0 5 7

Company name in full New Earth Solutions West Limited
(the "Chargor")

5 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 01 09 2009

3 Description

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

Description Debenture (the "Debenture")

4 Amount secured

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

Amount secured Pursuant to clause 2.3 of the Debenture, the Chargor has covenanted to pay
or discharge the Secured Liabilities in the manner provided for in the Loan
Note Instruments or if such documents fail to specify a time for payment,
promptly on demand by the Chargee

Pursuant to clause 2.4 of the Debenture, if the Chargor fails to pay any
Secured Liabilities on the date on which they fall due for payment by it, the
Chargor shall on demand pay to the Chargee, interest on all such amounts
from the due date until the date of payment (both before and after
judgement) calculated and payable in accordance with the rate and in the
manner specified in the Loan Note Instruments. Any such interest not paid
when due shall be compounded and bear interest calculated as provided
above

CONTINUED ON CONTINUATION SHEET

Continuation page

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

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

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

Continuation page

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

Name	New Earth Recycling & Renewables (Infrastructure) Plc (the "Chargee")									
Address	International House, Castle Hill, Victoria Road, Douglas, Isle of Man									
Postcode	I	M	2		4	R	B			
Name										
Address										
Postcode										

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1. LAND

Pursuant to clause 3 2 of the Debenture,

- (a) The Chargor has charged
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now or from time to time hereafter owned by it including that specified in Part 1 of Schedule 1 of the Debenture (as reproduced below), and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph 3 2(a)(i) of the Debenture) by way of first fixed charge all estates or interests in any freehold or leasehold property
- (b) A reference in sub-clause 3 2 of the Debenture to a mortgage or charge of any freehold or leasehold property includes
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

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

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

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

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

Commission, allowance or discount

N/A

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X Burges Salmon LLP

X

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

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Presenter information

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

Contact name Peter Dunn

Company name Burges Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX

Telephone (0117) 307 6817



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><u>Definitions</u></p> <p>For the purposes of section 4 of this Form MG01, the following definitions shall have the following meanings</p> <p>"Borrower" means New Earth Solutions Facilities Management Limited (Company no, 06248036)</p> <p>"Class 1 Loan Note Instrument" means the loan note instrument constituting 18,000,000 8 75 per cent Secured Class 1 Loan Notes 2023 of £1 each and made between New Earth Solutions Facilities Management Limited and the Chargee dated 19 September 2011</p> <p>"Class 2 Loan Note Instrument" means the loan note instrument constituting 12 per cent Secured Subordinated Class 2 Loan Notes 2024 of £1 each and made between New Earth Solutions Facilities Management Limited and the Chargee dated 19 September 2011</p> <p>"Encumbrance" means</p> <ul style="list-style-type: none"> (a) any Security of any kind in any jurisdiction, (b) any proprietary interest created or arrangement entered into in relation to Financial Indebtedness which has the commercial effect of creating security for it, (c) any blocked account or "flawed asset" arrangement which has the commercial effect of creating security for borrowed money, and (d) any right of set off, whether created by an agreement or by operation of law <p>"Financial Indebtedness" means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> (a) moneys borrowed, (b) any amount raised by acceptance under any acceptance credit facility, (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease, (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis), (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account), (h) shares which are expressed to be redeemable, (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial 	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>institution,</p> <p>(j) the acquisition cost of any asset to the extent payable after its acquisition or possession by the party liable where the deferred payment is arranged primarily as a method of financing the acquisition of that asset,</p> <p>(k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in sub-clauses (a) to (j) above</p> <p>"GAAP" means generally accepted accounting principles, standards and practices in the United Kingdom</p> <p>"Loan Note Instruments" means the Class 1 Loan Note Instrument and the Class 2 Loan Note Instrument</p> <p>"Secured Liabilities" means all present and future, monies, obligations and liabilities owed by the Borrower to the Chargee whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, under or in connection with the Loan Note Instruments</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2. INVESTMENTS</p> <p>Pursuant to clause 3 3 of the Debenture,</p> <ul style="list-style-type: none"> (a) The Chargor has charged <ul style="list-style-type: none"> (i) by way of a first mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf specified in part 2 of Schedule 1 of the Debenture under the heading Shares (as reproduced below), and (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph 3 3(a)(i) of the Debenture) by way of a first fixed charge, its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf (b) The Chargor agreed to assign by way of mortgage, any shares it acquires after the date of the Debenture to the Chargee (c) A reference in subclause 3 3 of the Debenture to a mortgage or charge of any stock, share, debenture, bond or other security includes <ul style="list-style-type: none"> (i) any dividend or interest paid or payable in relation to it, and (ii) any Right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option Rights or otherwise <p>3. EQUIPMENT</p> <p>Pursuant to clause 3 4 of the Debenture, the Chargor has charged by way of a first fixed charge</p> <ul style="list-style-type: none"> (a) the Equipment specified in Part 3 of Schedule 1 of the Debenture under the heading Equipment (as reproduced below) and the benefit of all contracts and warranties relating to the same, and (b) all Equipment (other than any Equipment specified in Part 3 of Schedule 1 of the Debenture) now, or from time to time hereafter owned by the Chargor or in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same <p>4. CREDIT BALANCES AND DEBTS</p> <p>Pursuant to clause 3 5 of the Debenture, the Chargor has charged by way of a first fixed charge</p> <ul style="list-style-type: none"> (a) all Debts now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest (whether originally owing to the Chargor or purchased or otherwise acquired by it), (b) the proceeds of collection of all Debts and all moneys standing to the credit of the Accounts, and (c) any and all amounts from time to time standing to the credit of all present and future accounts of the Chargor with any bank, financial institution or other person <p>5. INSURANCES</p> <p>Pursuant to clause 3 6 of the Debenture, the Chargor has assigned and has agreed to assign to the Chargee absolutely and with full title guarantee all of its Rights and benefits in respect of any contract or policy of</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

insurance taken out by it or on its behalf or in which it has an interest

6. LICENCES, PERMITS AND CONSENTS

Pursuant to clause 3 7 of the Debenture,

- (a) the Chargor has charged by way of first fixed charge all its present and future Right, title and interest in, to and under the Licences, Permits and Consents
- (b) The Chargor has assigned and has agreed to assign to the Chargee absolutely and with full title guarantee the benefit of all Licences, Permits and Consents and the right to recover and receive all compensation which may be payable to it in respect of them

7. INTELLECTUAL PROPERTY

Pursuant to clause 3 8 of the Debenture, the Chargor has charged by way of a first fixed charge, all of its Rights in respect of

- (a) the patents, trade marks, service marks, design, business name, topographical or similar rights specified in Part 4 of Schedule 1 of the Debenture (as reproduced below) under the heading Specific Intellectual Property Rights (as reproduced below),
 - (b) any copyright or other intellectual property monopoly right, or
 - (c) any interest (including by way of licence) in any of the above,
- in each case whether registered or not and including all applications for the same

8. RELEVANT AGREEMENTS

Pursuant to clause 3 9 of the Debenture, the Chargor has assigned and has agreed to assign to the Chargee absolutely and with full title guarantee all of its Rights and benefits under the Relevant Agreements, including, but not limited to

- (a) the right to demand and receive all monies whatsoever payable to the Chargor under or arising from the Relevant Agreements,
- (b) all remedies provided for in the Relevant Agreements or available at law or in equity,
- (c) the right of the Chargor to compel performance of the Relevant Agreements, and
- (d) all other Rights, interests and benefits whatsoever accruing to the Chargor arising from the Relevant Agreements

9. MISCELLANEOUS

Pursuant to clause 3 10 of the Debenture, the Chargor has charged by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund which shall be created after the date of the Debenture,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any

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Security Asset,

- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph 3 10(c) of the Debenture, and
- (e) its uncalled capital

10. FLOATING CHARGE

Pursuant to clause 3 11 of the Debenture,

- (a) The Chargor has charged by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under clause 3 of the Debenture
- (b) Except as provided below, the Chargee may by notice to the Chargor convert the floating charge created by the Chargor under subclause 3 11 of the Debenture into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Event of Default is outstanding and provided that any relevant Event of Default has not subsequently been remedied or waived in accordance with the terms of the Loan Note Instruments, or
 - (ii) the Chargee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) Notwithstanding any other provisions of the Debenture (and without prejudice to the circumstances in which the floating charge created under clause 3 of the Debenture will crystallise under general law) but subject to clause 3 11(d) of the Debenture
 - (i) if any person presents or makes any application for a writ of execution, writ of fieri facias, garnishee order or charging order or otherwise levies or attempts to levy any distress, execution, attachment, expropriation, sequestration or other legal process against any of the assets which are charged by way of the first floating charge of the Chargor, or
 - (ii) the Chargor creates or attempts to create any Encumbrance or trust over any of the Security Assets secured by the floating charge created by clause 3 of the Debenture except for any Encumbrance created under the Nord Security Documents, or
 - (iii) the Chargor breaches clause 6 of the Debenture, or
 - (iv) a resolution is passed or a petition is presented for the winding up or administration in relation to the Chargor which is not discharged within 14 days (in the case of a winding up petition) or 5 days (in the case of a petition for an administration order) or in any event before such petition is heard or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced, or
 - (v) an administrator or receiver is appointed in respect of the Chargor or the Chargee receives notice of an intention to appoint an administrator pursuant to paragraph 15 or 26 of Schedule B1 of the Insolvency Act,

then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards the Security Assets secured by such floating charge

- (d) The floating charge created by subclause 3 11 of the Debenture may not be converted into a

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

- (e) The floating charge created by subclause 3 11 of the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

11. GENERAL

Pursuant to clause 3 1 of the Debenture, the Chargor has agreed that,

- (a) all the Security created under the Debenture
 - (i) is created in favour of the Chargee,
 - (ii) is created over present and future assets of the Chargor,
 - (iii) is security for the payment or discharge of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

Definitions

For the purposes of section 6 of this Form MG01, the following definitions shall have the following meanings

"Account" means each account from time to time opened or maintained by the Chargor at such branch of the Account Bank as the Chargee may approve and all Rights, benefits and proceeds in respect of such account

"Account Bank" means Norddeutsche Landesbank Girozentrale

"Debts" means book and other debts, revenues and claims, whether actual, future or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, collateral instruments and any other Rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated Rights, but excluding any assets the subject of clauses 3 5(b) or 3 5(c) of the Debenture

"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property, including, without limitation, data processing hardware and software, motor vehicles, tools and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and Rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP

"Event of Default" means an event listed in clause 6 1 of either of the Loan Note Instruments

"Facilities Agreement" means the facilities agreement, made between the Chargor and Norddeutsche Landesbank Girozentrale and the other Finance Parties (as defined therein) dated 2 October 2007 and as amended and restated on 31 July 2008, on 21 August 2009, on 17 November 2009 and 19 September 2010

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2011

"**Group**" means the Borrower, its Subsidiaries, Holding Company and any Subsidiaries or Holding Company of any Shareholder from time to time

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which the first-mentioned company or corporation is a Subsidiary

"**Licences, Permits and Consents**" has the meaning given to it in the Facilities Agreement

"**Nord Security Documents**" has the same meaning as "Security Documents" under the Facilities Agreement

"**Project**" means each of the Kent Project, the Canford Project, the Avonmouth Project, the Sharpness Project, the Leicestershire Project and each other Additional Approved Project, and "Projects" shall be construed accordingly (as each such term is defined in the Debenture)

"**Project Agreements**" means all agreements and arrangements which are entered into by the Borrower and/or a Project Company in respect of a Project (as each such term is defined in the Debenture)

"**Relevant Agreements**" means (a) the agreements listed in Part 5 of Schedule 1 of the Debenture (as reproduced below) under the heading Relevant Agreements and (b) any other agreement, contract or document whether now or hereafter existing relating to or connected with the Project (including, for the avoidance of doubt, any Project Agreement) to which the Chargor is a party or in respect of which it derives Rights or benefits from time to time (in relation to which the Chargor agrees, where consent is required to the creation of such security, to use its reasonable endeavours to obtain such consent)

"**Right**" means any right privilege power or immunity, or any interest or remedy of any kind whether it is personal or proprietary

"**Security Assets**" means all assets of the Chargor which are from time to time the subject of the Security created by this Debenture and "Security Asset" means any one of them

"**Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 Companies Act 2006

Schedule 1

SECURITY ASSETS

LAND - PART 1

The leasehold land at Kingweston Lane Avonmouth, Bristol being registered at the Land Registry with title absolute under title number BL122241

SHARES - PART 2

None as at the date hereof

EQUIPMENT - PART 3

None as at the date hereof

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6	Short particulars of all the property mortgaged or charged													
	Please give the short particulars of the property mortgaged or charged													
Short particulars	<p style="text-align: center;">SPECIFIC INTELLECTUAL PROPERTY RIGHTS - PART 4</p> <p style="text-align: center;">None as at the date hereof</p> <p style="text-align: center;">RELEVANT AGREEMENTS - PART 5</p> <table border="0"><tr><td style="vertical-align: top; padding-right: 10px;">1</td><td>West of England Partnership Contract dated 19 August 2010 and made between the Chargor and Bristol City Council, Bath and North East Somerset Council, North Somerset Council and South Gloucestershire Council</td></tr><tr><td style="vertical-align: top; padding-right: 10px;">2</td><td>BANES Contract dated 17 November 2010 and made between the Chargor and Bath and North East Somerset Council</td></tr><tr><td style="vertical-align: top; padding-right: 10px;">3</td><td>Construction Contract dated 30 September 2010 and made between the Chargor and Termec Teoranta Limited</td></tr><tr><td style="vertical-align: top; padding-right: 10px;">4</td><td>Construction Contract dated 23 September 2010 and made between the Chargor and Hoval Limited</td></tr><tr><td style="vertical-align: top; padding-right: 10px;">5</td><td>Construction Contract dated 15 October 2010 and made between the Chargor and Compost Systems GmbH</td></tr><tr><td style="vertical-align: top; padding-right: 10px;">6</td><td>Call Off Contract dated on or about the date hereof and made between the Chargor and New Earth Solutions Group Limited</td></tr></table>		1	West of England Partnership Contract dated 19 August 2010 and made between the Chargor and Bristol City Council, Bath and North East Somerset Council, North Somerset Council and South Gloucestershire Council	2	BANES Contract dated 17 November 2010 and made between the Chargor and Bath and North East Somerset Council	3	Construction Contract dated 30 September 2010 and made between the Chargor and Termec Teoranta Limited	4	Construction Contract dated 23 September 2010 and made between the Chargor and Hoval Limited	5	Construction Contract dated 15 October 2010 and made between the Chargor and Compost Systems GmbH	6	Call Off Contract dated on or about the date hereof and made between the Chargor and New Earth Solutions Group Limited
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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><u>Additional Information</u></p> <p>1. RESTRICTIONS ON DEALING</p> <p>Pursuant to clause 6 of the Debenture, the Chargor may not</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Encumbrance on any Security Asset except for any Encumbrance created under the Nord Security Documents, or (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset, <p>except as expressly allowed under the Loan Note Instruments. For the avoidance of doubt, the Chargor may continue to sell, transfer, licence or otherwise dispose of any Security Asset which is subject to the floating charge created pursuant to clause 3.11 of the Debenture.</p> <p>2. FURTHER ASSURANCES</p> <p>Pursuant to clause 21 of the Debenture, the Chargor has undertaken, at its own expense, to take whatever action the Chargee or Receiver may require for</p> <ul style="list-style-type: none"> (a) creating, perfecting or protecting any security intended to be created by the Debenture, or (b) facilitating the realisation of any Security Asset, or the exercise of any Right, power or discretion exercisable, by the Chargee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset <p>This includes</p> <ul style="list-style-type: none"> (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee, including taking such steps necessary to enter the Chargee on any relevant stock transfer forms, to cause the Security Asset to be registered in the name of the Chargee and to procure the issue to the Chargee of share certificates in respect of the Security Asset, or (ii) the giving of any notice, order or direction and the making of any registration, <p>which, in any such case, the Chargee may think expedient</p> <p>3. POWER OF ATTORNEY</p> <p>Pursuant to clause 23 of the Debenture, the Chargor, by way of security, has irrevocably and severally appointed the Chargee, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Debenture after the Security constituted by the Debenture. The Chargor has ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 23 of the Debenture and in the proper and lawful exercise of all or any of the powers, authorities and directions referred to in clause 23 of the Debenture.</p> <p><u>Definitions</u></p> <p>For the purposes of this Additional Information of this Form MG01, the following definitions shall have the following meanings</p> <p>"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case,</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

appointed under the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6968057
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19
SEPTEMBER 2011 AND CREATED BY NEW EARTH SOLUTIONS
(WEST) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO NEW EARTH
RECYCLING & RENEWABLES (INFRASTRUCTURE) PLC ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 23 SEPTEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES