

MG01

Particulars of a mortgage or charge

229563/13



iris
LASERFORM

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
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



AEJ09ZWB

A39

08/12/2011

21

COMPANIES HOUSE

1

Company details

Company number

0 0 0 4 9 7 2 2

Company name in full

Cory Environmental Limited (the **Chargor**)

For official use

Filing 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

2 9 1 1 2 0 1 1

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

A supplemental common debenture dated 29 November 2011 (the **Deed**)
between, amongst others, the Chargor and Barclays Bank PLC (the **Security
Trustee**) which is supplemental to a common debenture dated 30 March 2007
(as amended and supplemented from time to time) between the Company and
the Junior Company (each as defined below) as original chargors and the
Security Trustee (the **Original Common Debenture**)

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any capacity whatsoever)
of each Obligor to any Secured Finance Party under
any Finance Document, except for any obligation or
liability which, if it were so included, would
result in the Deed contravening any law (including
Sections 678 or 679 of the Companies Act 2006) (the
Secured Liabilities) (all capitalised terms as
defined below)

Continuation page

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

MG01

Particulars of a mortgage or charge

5 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 Barclays Bank PLC

Address 5 The North Colonnade, Canary Wharf

London

Postcode E 1 4 4 B 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 Please see continuation sheets

MG01

Particulars of a mortgage or charge

7 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 Nil

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 Allen + Overy LLP (7/12/11) X

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

MG01

Particulars of a mortgage or charge



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 Angela Higson (BK 18348335)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region Greater London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 3743



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

MG01 - continuation page

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>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) All the Security</p> <p>(i) is created in favour of the Security Trustee,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment, discharge and performance of all the Secured Liabilities, and</p> <p>(iv) is made (save as to any prior Security created by the Original Common Debenture) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) The Security Trustee holds the benefit of the Deed on trust for the Secured Finance Parties</p> <p>1.2 Land</p> <p>(a) The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge or legal mortgage thereof pursuant to the Original Common Debenture) charged</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, this includes any specified in part 1 of schedule 2 (Security Assets) to the Deed opposite its name or in part 1 of the schedule to any Deed of Accession by which it became party to the Deed,</p> <p>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, and</p> <p>(iii) by way of first fixed charge all interests in any licence agreements and option agreements held by it, this includes any specified in part 2 of schedule 2 (Security Assets) to the Deed opposite its name or in part 2 of the schedule to any Deed of Accession by which it became party to the Deed</p> <p>(b) A reference in the Deed to any freehold or leasehold property includes</p>	

MG01 - continuation page

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>(i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor, and</p> <p>(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 and any moneys paid or payable in respect of those covenants</p> <p>1.3 Investments</p> <p>(a) The Chargor charged</p> <p>(i) (to the extent not already mortgaged, charged or pledged pursuant to the Original Common Debenture) by way of a first legal mortgage all Shares owned by it or held by any nominee on its behalf, this includes those shares specified in part 3 of schedule 2 (Security Assets) to the Deed opposite its name or in part 3 of the schedule to any Deed of Accession by which it became party to the Deed, and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalent Investments) owned by it or held by any nominee on its behalf</p> <p>(b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes</p> <p>(i) any dividend, interest or other distribution paid or payable,</p> <p>(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>(iii) any right against any clearance system, and</p> <p>(iv) any right under any custodian or other agreement,</p> <p>in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment</p> <p>1.4 Plant and machinery</p> <p>The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture)</p>	

MG01 - continuation page

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>charged by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession</p> <p>1.5 Credit balances</p> <p>The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture) charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account and the debt represented by such Security Account, save for</p> <ul style="list-style-type: none"> (a) its rights in respect of any amount standing to the credit of any account specified in part 9 of schedule 2 (Security Assets) to the Deed and the debt represented by such Security Account, (b) any amount standing to the credit of an account which is provided as cash collateral in accordance with clause 3 1(e)(ii)(A) of the Senior Facilities Agreement, and (c) any amount standing to the credit of an account designed to provide cash cover to a Lender (as defined in the Senior Facilities Agreement) for a Letter of Credit as contemplated by clause 1 2(d) (Construction) of the Senior Facilities Agreement <p>1.6 Book debts etc.</p> <p>The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture) charged by way of a first fixed charge</p> <ul style="list-style-type: none"> (a) all of its book and other debts, (b) all other moneys due and owing to it, and (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above <p>1.7 Insurances</p> <ul style="list-style-type: none"> (a) The Chargor (to the extent that the Secured Liabilities were not already secured by an effective assignment or fixed charge thereof pursuant to the Original Common Debenture) charged by way of first fixed charge all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts 	

MG01 - continuation page

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>(b) A reference in this Clause 17 (Insurances) to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party</p> <p>1.8 Other contracts</p> <p>(a) The Chargor (to the extent that the Secured Liabilities were not already secured by an effective assignment or fixed charge thereof pursuant to the Original Common Debenture) charged by way of first fixed charge all of its rights in respect of</p> <p>(i) its Relevant Contracts,</p> <p>(ii) any letter of credit issued in its favour, and</p> <p>(iii) any bill of exchange or other negotiable instrument held by it</p> <p>(b) To the extent that any right described in paragraph (a) above is not charged, the charge of that right purported to be effected by paragraph (a) above shall operate as a first fixed charge over any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right</p> <p>1.9 Intellectual property</p> <p>The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture) charged by way of a first fixed charge all of its rights in respect of any Intellectual Property, this includes any specified in part 8 of schedule 2 (Security Assets) to the Deed opposite its name or in part 8 of the schedule to any Deed of Accession by which it became party to the Deed</p> <p>1.10 Miscellaneous</p> <p>The Chargor charged (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture) by way of a first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</p>	

MG01 - continuation page

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>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p>1.11 Floating charge</p> <p>(a) The Chargor charged (to the extent that the Secured Liabilities were not already secured by a floating charge thereof pursuant to the Original Common Debenture) by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed, save for those assets specified in part 9 of schedule 2 (Security Assets) to the Deed</p> <p>(b) The Chargor charged by way of a first floating charge all of the assets specified in part 9 of schedule 2 (Security Assets) to the Deed (the Lightweight Floating Charge)</p> <p>(c) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default is outstanding,</p> <p>(ii) the Security Trustee 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, or</p> <p>(iii) the Chargor fails to comply or takes or threatens to take any action which, in the reasonable opinion of the Security Trustee, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 2 (Restrictions on Dealings) of this Form MG01</p> <p>(d) Any floating charge created under the Deed may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A to the Insolvency Act 2000</p> <p>(e) Any floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets</p>

MG01 - continuation page

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>(i) if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator (including, without limitation, pursuant to any Finance Document), or</p> <p>(ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up)</p> <p>(f) Each floating charge created under the Deed is a qualifying floating charge for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986</p> <p>(g) The giving by the Security Trustee of a notice under paragraph (c) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Trustee's rights to give any other notice in respect of any other asset or of any other right of any other Secured Finance Party under the Deed or any other Finance Document</p> <p>1.12 Priority</p> <p>Whether or not the Lightweight Floating Charge becomes converted into a fixed charge in accordance with paragraph (d) of Clause 1.11 (Floating charge) of this Form MG01 the Security Trustee agrees that</p> <p>(a) the Lightweight Floating Charge shall rank after any Security Interest subsisting at the date of the Deed (including the Security Interests created by the Deed of Security Assignment) or at any time prior to the date upon which the Lightweight Floating Charge becomes enforceable over any or all of the assets listed in part 9 of schedule 2 (Security Assets) to the Deed except</p> <p>(i) a floating charge expressed to rank <i>pari passu</i> with the Lightweight Floating Charge or Security Interest created by the Deed, or</p> <p>(ii) any floating charge created after the Lightweight Floating Charge, and</p> <p>(b) no moneys or liabilities secured by any Security Interest described in subparagraph (a) above having priority to the Lightweight Floating Charge shall rank or come to rank after any of the Secured Liabilities in relation to any or all of the assets listed in part 9 of schedule 2 (Security Assets) to the Deed by reason only of</p> <p>(i) any fluctuation in, or repayment or discharge of any moneys and liabilities secured by such prior Security Interest, or</p> <p>(ii) any event whereby the amount of the Secured Liabilities is increased or any of the Secured Liabilities are incurred</p>

MG01 - continuation page

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. RESTRICTIONS ON DEALINGS</p> <p>The Chargor may not</p> <ul style="list-style-type: none"> (a) create or allow to exist any Security Interest on any of its assets, or (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets, <p>unless permitted under the Finance Documents</p> <p>3. VOTING RIGHTS</p> <ul style="list-style-type: none"> (a) Before the Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments (b) If the relevant Investments have been registered in the name of the Security Trustee or its nominee, the Security Trustee (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the Chargor may direct in writing. The Security Trustee (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose (c) Before the Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the Chargor. To achieve this <ul style="list-style-type: none"> (i) the Security Trustee or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor, or (ii) if payment is made directly to the Security Trustee (or its nominee) before this Security becomes enforceable, the Security Trustee (or that nominee) will promptly pay that amount to the Chargor (d) Before the Security becomes enforceable, the Security Trustee shall use its reasonable endeavours to promptly forward to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments (e) After the Security has become enforceable, the Security Trustee or its nominee may exercise or refrain from exercising <ul style="list-style-type: none"> (i) any voting rights, and

MG01 - continuation page

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>(ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,</p> <p>in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor</p> <p>(f) To the extent that the Investments remain registered in the names of the Chargor, the Chargor irrevocably appoints the Security Trustee or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable</p> <p>(g) The Chargor must indemnify the Security Trustee against any loss or liability incurred by the Security Trustee as a consequence of the Security Trustee acting in respect of its Investments on the direction of the Chargor, except in the case of the Security Trustee's fraud, gross negligence or wilful misconduct</p> <p>4. DEFINITIONS</p> <p>In this Form MG01</p> <p>2007 Senior Waiver Letter means the senior waiver letter in respect of the Senior Facilities Agreement dated 18 May 2007 from the Senior Agent to the Parent</p> <p>2008 CEL Confirmation and Undertaking Letter means the confirmation and undertaking letter in respect of the 2008 Senior Waiver Letter dated 31 July 2008 from the Chargor to the Senior Agent</p> <p>2008 Junior Waiver Letter means the junior waiver letter in respect of the Junior Facilities Agreement dated 7 July 2008 from the Parent to Barclays Bank PLC as junior agent and Security Trustee</p> <p>2008 Parent Undertaking Letter means the undertaking in respect of the 2008 Senior Waiver Letter dated 31 July 2008 from the Parent to the Senior Agent</p> <p>2008 Senior Waiver Letter means the senior waiver letter in respect of the Senior Facilities Agreement dated 7 July 2008 from the Parent to the Senior Agent and Security Trustee</p> <p>2011 Junior Facility Process and Amendment Agreement means the process and amendment agreement in respect of the Junior Facilities Agreement dated 29 November 2011 between, amongst others, the Parent and the Junior Agent</p>	

MG01 - continuation page

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>2011 Junior Waiver Letters means the junior waiver letters in respect of the Junior Facilities Agreement dated 20 May 2011 (as amended from time to time) and on 14 November 2011 from the Parent to the Junior Agent and Security Trustee</p> <p>2011 Senior Waiver Letters means the senior waiver letters in respect of the Senior Facilities Agreement dated 20 May 2011 (as amended from time to time) and on 14 November 2011 from the Parent to the Senior Agent</p> <p>Acceptable Bank means</p> <ul style="list-style-type: none"> (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB+ or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Baal or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or (b) any other bank or financial institution approved by the Majority Lenders <p>Accession Letter means a document substantially in the form set out in schedule 7 (Form of Accession Letter) to the Senior Facilities Agreement</p> <p>Account Bank means Barclays Bank PLC</p> <p>Account Bank Mandate has the meaning given to that term in the Senior Facilities Agreement</p> <p>Acquisition Facility Commitment means</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount set opposite its name under the heading Acquisition Facility Commitment in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any other Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement, and (b) in relation to any other Lender, the amount of any Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement <p>to the extent</p> <ul style="list-style-type: none"> (i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and (ii) not deemed to be zero pursuant to clause 29.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement

MG01 - continuation page

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>Additional Borrower means a company which becomes a Borrower (as defined in the Senior Facilities Agreement) in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement</p> <p>Additional Guarantor has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p>Arrangers means Barclays Capital and Commerzbank AG</p> <p>Assignment Agreement and Lender Accession Undertaking means an agreement substantially in the form set out in schedule 6 (Form of Assignment Agreement and Lender Accession Undertaking) to the Senior Facilities Agreement or any other form agreed between the relevant assignor and assignee</p> <p>Borrower means</p> <ul style="list-style-type: none"> (a) as defined in the Senior Facilities Agreement, the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement, and (b) as defined in the Junior Facilities Agreement, the Junior Company <p>Budget has the meaning given to that term in the Senior Facilities Agreement</p> <p>Capex Facility Commitment means</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount set opposite its name under the heading Capex Facility Commitment in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any Capex Facility Commitment transferred to it under the Senior Facilities Agreement, and (b) in relation to any other Lender, the amount of any Capex Facility Commitment transferred to it under the Senior Facilities Agreement, <p>to the extent</p> <ul style="list-style-type: none"> (i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and (ii) not deemed to be zero pursuant to clause 29.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement <p>Capex Reserve Account Letter means the letter dated 29 November 2011 from TopCo to the Company, the Account Bank and the Security Trustee</p>

MG01 - continuation page

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>Cash Equivalent Investments means at any time</p> <ul style="list-style-type: none"> (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank, (b) any investment in marketable debt obligations issued or guaranteed by the government of the United Kingdom, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security, (c) commercial paper not convertible or exchangeable to any other security <ul style="list-style-type: none"> (i) for which a recognised trading market exists, (ii) which matures within one year after the relevant date of calculation, and (iii) issued by an issuer incorporated in the United Kingdom, (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating, (d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent), (e) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (iii) can be turned into cash on not more than 30 days' notice, or (f) any other debt security approved by the Majority Lenders, <p>in each case, denominated in sterling and to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents)</p> <p>CEHL means Cory Environmental Holdings Limited, a company incorporated under the laws of England and Wales with registered number 05360864</p>

MG01 - continuation page

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>CEHL Group means the Relevant Group (other than the Parent)</p> <p>Closing Date means the date on which Completion occurs</p> <p>Commitment means an Acquisition Facility Commitment, a Capex Facility Commitment, an EFW Facility Commitment, a Revolving Facility Commitment or an L/C Revolving Facility Commitment</p> <p>Company means Viking Consortium Acquisition Limited (registration number 06067505)</p> <p>Company Intra-Group Loan Agreement has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p>Completion has the meaning given to that term in the Senior Facilities Agreement</p> <p>Compliance Certificate means a certificate substantially in the form set out in schedule 9 (Form of Compliance Certificate) to the Senior Facilities Agreement or otherwise in a form and substance satisfactory to the Senior Agent</p> <p>Deed of Accession means a deed substantially in the form of schedule 6 (Form of Deed of Accession) to the Deed</p> <p>Deed of Security Assignment means the deed of security assignment dated 31 July 2008 between the Chargor and the Governor and Company of the Bank of Ireland as security trustee</p> <p>Effective Date means 2 December 2011</p> <p>EFW Facility Commitments means</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount set opposite its name under the heading EFW Facility Commitment in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any other EFW Facility Commitment transferred to it under the Senior Facilities Agreement, and (b) in relation to any other Lender, the amount of any EFW Facility Commitment transferred to it under the Senior Facilities Agreement, <p>to the extent</p> <ul style="list-style-type: none"> (i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and

MG01 - continuation page

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>(ii) not deemed to be zero pursuant to clause 29.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement</p> <p>EFW-Only Contract means a contract solely for the provision of EFW Services by the Chargor in circumstances where EFW ProjectCo has assumed an obligation to the Chargor to perform all of the Chargor's obligations under such contract and either</p> <p>(a) such contract includes provisions which allow the Chargor to avoid suffering a material and adverse effect if EFW ProjectCo fails to perform any or all of such obligations, or</p> <p>(b) to the extent legally capable of being the subject of a cap on liability, the maximum aggregate liability of the Chargor under such contract is capped at an amount which is not greater than the sum of X and £7,500,000</p> <p>EFW Plant means the energy from waste plant that the CEHL Group intends to construct at Belvedere in Bexley, London pursuant to the WRWA Agreement</p> <p>EFW-Plus Capped Contract means a contract for the provision of EFW Services and other waste management services by the Chargor in circumstances where</p> <p>(a) such contract is expected to provide gross revenues of less than £3,000,000 (indexed to RPI from 31 December 2005) per annum for the Chargor in respect of waste management services which are not EFW Services, and</p> <p>(b) EFW ProjectCo has assumed an obligation to the Chargor to perform all of the Chargor's obligations under such contract in respect of EFW Services,</p> <p>and, either</p> <p>(i) such contract includes provisions which allow the Chargor to avoid suffering a material and adverse effect if EFW ProjectCo fails to perform any or all of its obligations in respect of EFW Services to be provided under such contract, or</p> <p>(ii) to the extent legally capable of being the subject of a cap on liability, the maximum aggregate liability of the Chargor under such contract is capped at an amount which is not greater than the sum of X and £7,500,000</p> <p>EFW-Plus Ring Fenced Contract means a contract for the provision of EFW Services and other waste management services by the Chargor in circumstances where</p>	

MG01 - continuation page

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>(a) such contract is expected to provide gross revenues of less than £3,000,000 (indexed to RPI from 31 December 2005) per annum for the Chargor in respect of waste management services which are not EFW Services, and</p> <p>(b) EFW ProjectCo has assumed an obligation to the Chargor to perform all of the Chargor's obligations under such contract in respect of EFW Services, and</p> <p>(c) such contract provides that a failure to perform any or all of the EFW Services (not attributable to events of force majeure) shall not result in the early termination of such contract to the extent that it relates to other waste management services (and vice versa) and that no right of set-off shall be exercisable by the counterparty to such contract in respect of amounts relating to EFW Services and amounts relating to other waste management services,</p> <p>and, either</p> <p>(i) such contract includes provisions which allow the Chargor to avoid suffering a material and adverse effect if EFW ProjectCo fails to perform any or all of its obligations in respect of EFW Services to be provided under such contract, or</p> <p>(ii) to the extent legally capable of being the subject of a cap on liability, the maximum aggregate liability of the Chargor under such contract, in respect of EFW Services, is capped at an amount which is not greater than the sum of X and £7,500,000</p> <p>EFW ProjectCo means Riverside Resource Recovery Limited (registered number 03723386)</p> <p>EFW Services means services relating to the transport of waste by river to the EFW Plant, the incineration of waste at the EFW Plant and the disposal of waste which cannot be incinerated at the EFW Plant due to lack of availability in capacity</p> <p>Equity Contribution Agreement means the equity contribution agreement dated 29 November 2011 and made between the Equity Investors, the Parent, TopCo, the Security Trustee, the Senior Agent and the Junior Agent</p> <p>Equity Investors means EISER, Santander or Finpro (each as defined in the Equity Contribution Agreement and construed in accordance with its terms (including, without limitation, clause 1 2(d) and 1 2(e)) thereof)</p> <p>Event of Default means</p>

MG01 - continuation page

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>(a) as defined in the Senior Facilities Agreement, any event or circumstance specified as such in clause 27 (Events of Default) of the Senior Facilities Agreement, and</p> <p>(b) as defined in the Junior Facilities Agreement, any event or circumstance specified as such in clause 24 (Events of Default) of the Junior Facilities Agreement</p> <p>Fee Letter means</p> <p>(a) any letter or letters dated on or about the date of the Senior Facilities Agreement or the Fifth Supplemental Senior Facilities Agreement between the Arrangers, the Investors (as defined in the Senior Facilities Agreement) and the Company (or the Senior Agent and the Company, the Security Trustee and the Company or the Account Bank and the Company) setting out any of the fees referred to in clause 16 (Fees) of the Senior Facilities Agreement, and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in clause 16 5 (Fees payable in respect of Letters of Credit) of the Senior Facilities Agreement or under any other Senior Finance Document</p> <p>Fifth Supplemental Senior Facilities Agreement means the fifth supplemental agreement in respect of the Senior Facilities Agreement dated 29 November 2011 between, amongst others, the Parent and the Senior Agent</p> <p>Finance Document means the Senior Finance Documents and the Junior Finance Documents</p> <p>Finance Party means</p> <p>(a) as defined in the Senior Facilities Agreement, the Senior Agent, an Arranger, the Security Trustee, a Lender, the Issuing Bank, the Account Bank or a Hedge Counterparty, and</p> <p>(b) as defined in the Junior Facilities Agreement, the Junior Agent, an Arranger, the Security Trustee, a Lender, the Account Bank or a Hedge Counterparty</p> <p>First Supplemental Junior Facilities Agreement means the first supplemental agreement in respect of the Junior Facilities Agreement dated 30 March 2007 between, amongst others, the Parent and Barclays Bank PLC as junior agent</p> <p>First Supplemental Senior Facilities Agreement means the first supplemental agreement in respect of the Senior Facilities Agreement dated 30 March 2007 between, amongst others, the Parent and the Senior Agent</p>

MG01 - continuation page

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>Fourth Supplemental Senior Facilities Agreement means the fourth supplemental agreement in respect of the Senior Facilities Agreement dated 6 March 2008 between, amongst others, the Parent and the Senior Agent</p> <p>Group means</p> <ul style="list-style-type: none"> (a) prior to Norfolk Close the Parent, CEHL, and each of their respective Subsidiaries (other than EFW ProjectCo and any Subsidiary of EFW ProjectCo) for the time being, and (b) after Norfolk Close the Parent, CEHL, Norfolk TopCo and each of their respective Subsidiaries (other than EFW ProjectCo, Norfolk FinanceCo, Norfolk MidCo, Norfolk TradeCo, Norfolk OpCo and any Subsidiary of EFW ProjectCo, Norfolk FinanceCo, Norfolk MidCo, Norfolk TradeCo or Norfolk OpCo) for the time being <p>Guarantor means</p> <ul style="list-style-type: none"> (a) as defined in the Senior Facilities Agreement, an Original Guarantor (as defined in the Senior Facilities Agreement) or an Additional Guarantor (as defined in the Senior Facilities Agreement), unless it has ceased to be a Guarantor in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement (b) as defined in the Junior Facilities Agreement, an Original Guarantor (as defined in the Junior Facilities Agreement) or an Additional Guarantor (as defined in the Junior Facilities Agreement), unless it has ceased to be a Guarantor in accordance with clause 27 (Changes to the Obligors) of the Junior Facilities Agreement <p>Hedge Counterparty means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or inflation risks entered into in connection with the Senior Facilities Agreement and/or the Junior Facilities Agreement and in accordance with the Senior Facilities Agreement</p> <p>Hedging Letter means a letter between the Senior Agent and the Parent dated 13 March 2007 describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers</p> <p>Initial Material Contract means each contract to which a member of the Group is a party which is listed in schedule 17 (Initial Material Contracts) to the Senior</p>	

MG01 - continuation page

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>Facilities Agreement for so long as that contract is not, pursuant to the Budget most recently provided pursuant to clause 24.4 (Budget) of the Senior Facilities Agreement, expected to provide gross revenues of less than £3,000,000 (indexed to RPI from 31 December 2005) per annum for that member of the Group (or, if less, over the remaining scheduled term thereof) determined by reference to the most recent Budget supplied by the Parent</p> <p>Insurance means any contract of insurance taken out by or on behalf of a member of the Group or under which it has a right to claim including (but not limited to) those contracts of insurance set out in part 6 of schedule 2 (Security Assets) to the Deed</p> <p>Intellectual Property means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each Obligor <p>Intercreditor Agreement means the intercreditor agreement dated 13 March 2007 as amended on 29 November 2011 between, amongst others, the Obligors, the Security Trustee, the Hedge Counterparties, the Senior Creditors (as defined in the Intercreditor Agreement) and the Junior Creditors (as defined in the Intercreditor Agreement)</p> <p>Investments means</p> <ul style="list-style-type: none"> (a) the Shares, (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments, (c) any dividend or interest paid or payable in relation to any of the above, and (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise, <p>which the Chargor purports to mortgage or charge under the Deed</p> <p>Issuing Bank means Barclays Bank PLC and any other Lender (as defined in the Senior Facilities Agreement) which has notified the Senior Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the Issuing Bank)</p>	

MG01 - continuation page

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>provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit</p> <p>Junior Agent means The Bank of New York Mellon, London Branch as agent for the Lenders under the Junior Facilities Agreement</p> <p>Junior Company means Viking Consortium Borrower Limited (registered number 06067188)</p> <p>Junior Debenture means the English law debenture dated 30 March 2007 entered into between the Parent and the Security Trustee</p> <p>Junior Facilities Agreement means the junior facilities agreement dated 13 March 2007 as amended and restated on 30 March 2007, 16 May 2007 and 29 November 2011 between, amongst others, the Junior Company, the Junior Agent and the Security Trustee</p> <p>Junior Finance Documents means the Junior Facilities Agreement, the First Supplemental Junior Facilities Agreement, the Second Supplemental Junior Facilities Agreement, the 2011 Junior Facility Process and Amendment Agreement, the 2008 Junior Waiver Letter, the 2011 Junior Waiver Letters, any accession letter under the Junior Facilities Agreement, any Transaction Security Document, the Intercreditor Agreement, any Company Intra-Group Loan Agreement, the Equity Contribution Agreement, the Vendor Note Subordination Agreement, any fee letters setting out any of the fees referred to in the Junior Facilities Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the Junior Facilities Agreement and any other document which is designated a Junior Finance Document by the Parent, the Junior Agent and the Senior Agent</p> <p>L/C Revolving Facility means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(v) of clause 3.1 (The Facilities) of the Senior Facilities Agreement</p> <p>L/C Revolving Facility Commitment means</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount set opposite its name under the heading L/C Revolving Facility Commitment in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any other L/C Revolving Facility Commitment transferred to it under the Senior Facilities Agreement, and (b) in relation to any other Lender, the amount of any L/C Revolving Facility Commitment transferred to it under the Senior Facilities Agreement,

MG01 - continuation page

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>to the extent</p> <ul style="list-style-type: none"> (i) not transferred by it, cancelled or reduced under the Senior Facilities Agreement, and (ii) not deemed to be zero pursuant to clause 29 2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement <p>Lender means</p> <ul style="list-style-type: none"> (a) as defined in the Senior Facilities Agreement <ul style="list-style-type: none"> (i) any Original Lender, and (ii) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with clause 28 (Changes to Lenders) of the Senior Facilities Agreement, <p>which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement, and</p> (b) as defined in the Junior Facilities Agreement <ul style="list-style-type: none"> (i) any Original Lender, and (ii) any bank, financial institution, trust, fund or other entity which has become a party to the Junior Facilities Agreement in accordance with clause 25 (Changes to the Lenders) of the Junior Facilities Agreement, <p>which in each case has not ceased to be a party to the Junior Facilities Agreement in accordance with the terms of the Junior Facilities Agreement</p> <p>Letter of Credit has the meaning given to that term in the Senior Facilities Agreement</p> <p>Lightweight Floating Charge has the meaning given to that term in paragraph (b) of Clause 1 11 (Floating charge) of this Form MG01</p> <p>Loan has the meaning given to that term in the Senior Facilities Agreement</p> <p>Majority Lenders means, as defined in the Senior Facilities Agreement</p>

MG01 - continuation page

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>(a) (for the purposes of paragraph (a) of clause 40 1 (Required consents) of the Senior Facilities Agreement in the context of a waiver in relation to a proposed Utilisation of the Revolving Facility or the L/C Revolving Facility (other than a Utilisation on the Closing Date) of the condition in clause 4 3 (Further conditions precedent) of the Senior Facilities Agreement), a Lender or Lenders whose Revolving Facility Commitments aggregate more than 66²/₃% of the Total Revolving Facility Commitments or as the case may be where L/C Revolving Facility Commitments aggregate more than 66²/₃% of the Total L/C Revolving Facility Commitments, and</p> <p>(b) (in any other case), a Lender or Lenders whose Commitments aggregate more than 66²/₃% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66²/₃% of the Total Commitments immediately prior to that reduction) (provided that Commitments and Total Commitments shall for this purpose be increased by the amount of any capitalised PIK Interest or PIK L/C Fee)</p> <p>Mandate Letter means the letter dated 13 March 2007 between the Arrangers, the Investors (as defined in the Original Senior Facilities Agreement), the Parent, the Junior Company and the Company</p> <p>Material Contract means</p> <p>(a) each Initial Material Contract, and</p> <p>(b) each contract to which a member of the Group is a party that is pursuant to the Budget most recently provided pursuant to clause 24 4 (Budget) of the Senior Facilities Agreement expected to provide gross revenues of no less than £3,000,000 (indexed to RPI from 31 December 2005) per annum for that member of the Group (or, if less, over the remaining scheduled term thereof) and which is not a Riverside Related Contract</p> <p>Norfolk Close means the financial and commercial close of the Norfolk Project</p> <p>Norfolk FinanceCo means Viking Norfolk Finance Limited (registered number 07805230), which is a wholly-owned Subsidiary of Norfolk TopCo</p> <p>Norfolk MidCo means Willows Power and Recycling Holdings Limited (registered number 07583248), a jointly owned subsidiary of WTI/EFW Holdings Ltd and Norfolk TopCo</p> <p>Norfolk OpCo means Willows Power and Recycling Operations Limited (registered number 07583230), a jointly owned subsidiary of WTI/EFW Holdings Ltd and Norfolk TopCo</p>

MG01 - continuation page
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>Norfolk Plant means the energy from waste plant to be constructed at the Saddlebow Industrial Park in King's Lynn, Norfolk, pursuant to the Norfolk Project Agreement</p> <p>Norfolk Project means the proposed investment in the energy from waste PFI project with Norfolk County Council that will be constructed on a site in the Saddlebow Industrial Park in King's Lynn, Norfolk</p> <p>Norfolk Project Agreement means the project agreement to be entered into between Norfolk County Council and Norfolk ProjectCo in connection with the Norfolk Project</p> <p>Norfolk ProjectCo means Willows Power and Recycling Limited (registered number 07583246), the project company for the development, financing, operation and maintenance of the Norfolk Plant, which is a wholly-owned Subsidiary of Norfolk MidCo (subject to any Security created by Norfolk MidCo over the shares in Norfolk ProjectCo in favour of any bank or financial institution for the purpose of lending money or making other bank facilities available to Norfolk ProjectCo in connection with the development, financing, operation and maintenance of the Norfolk Plant)</p> <p>Norfolk TopCo means Viking Norfolk Hold Limited (registered number 07655377)</p> <p>Norfolk TradeCo means Willows Power and Recycling Trading Limited (registered number 07583241), a jointly owned subsidiary of WTI/EFW Holdings Ltd and Norfolk TopCo</p> <p>Obligor means</p> <p>(a) as defined in the Senior Facilities Agreement, a Borrower (as defined in the Senior Facilities Agreement) or a Guarantor (as defined in the Senior Facilities Agreement), and</p> <p>(b) as defined in the Junior Facilities Agreement, the Borrower (as defined in the Junior Facilities Agreement) or a Guarantor (as defined in the Junior Facilities Agreement)</p> <p>Original Guarantor has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p>Original Lender has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p>Original Lightweight Floating Charge means the English law floating charge dated 31 July 2008 between the Chargor and the Security Trustee</p>	

MG01 - continuation page

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>Original Senior Facilities Agreement means the senior facilities agreement dated 13 March 2007 as amended and restated on 30 March 2007 and 16 May 2007 and between, amongst others, the Parent, the Company, the Senior Agent and the Security Trustee</p> <p>Parent means Viking Consortium Finance Limited (registered number 06067517)</p> <p>PIK Interest has the meaning given to that term in paragraph (b) of clause 13 2 (Payment of interest) of the Senior Facilities Agreement</p> <p>PIK L/C Fee has the meaning given to that term in clause 16 5 (Fees payable in respect of Letters of Credit) of the Senior Facilities Agreement</p> <p>Plant and Machinery means</p> <ul style="list-style-type: none"> (a) any plant, machinery, computers, office equipment or vehicles specified in part 4 of schedule 2 (Security Assets) to the Deed opposite the Chargor's name or in part 4 of the schedule to any Deed of Accession by which it became party to the Deed, and (b) any other plant, machinery, computers, office equipment or vehicles owned by the Chargor or in its possession which the Chargor and the Security Trustee have designated Plant and Machinery <p>Relevant Contract means in relation to the Chargor</p> <ul style="list-style-type: none"> (a) any agreement specified in part 7 of schedule 2 (Security Assets) to the Deed opposite its name or in part 7 of the schedule to any Deed of Accession by which it became party to the Deed, (b) a Material Contract (other than the WRWA Agreement), and (c) any other agreement to which that Chargor is a party and which that Chargor and the Security Trustee have designated a Relevant Contract <p>Relevant Group means</p> <ul style="list-style-type: none"> (a) prior to Norfolk Close the Parent, CEHL and each of their respective Subsidiaries (including EFW ProjectCo) for the time being, and (b) after Norfolk Close the Parent, CEHL, Norfolk TopCo and each of their respective Subsidiaries (including EFW ProjectCo, Norfolk FinanceCo, Norfolk MidCo, Norfolk OpCo, Norfolk TradeCo and Norfolk ProjectCo) for the time being 	

MG01 - continuation page

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>Resignation Letter means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) to the Senior Facilities Agreement</p> <p>Revolving Facility means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iv) of clause 2.1 (The Facilities) of the Senior Facilities Agreement</p> <p>Revolving Facility Commitment means</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount set opposite its name under the heading Revolving Facility Commitment in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Senior Facilities Agreement, and (b) in relation to any other Lender, the amount of any Revolving Facility Commitment transferred to it under the Senior Facilities Agreement, <p>to the extent</p> <ul style="list-style-type: none"> (i) not transferred by it, cancelled or reduced under the Senior Facilities Agreement, and (ii) not deemed to be zero pursuant to clause 29.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement <p>Riverside Related Contract means each of</p> <ul style="list-style-type: none"> (a) an EFW-Only Contract, (b) an EFW-Plus Ring Fenced Contract, and (c) an EFW-Plus Capped Contract <p>RPI means the United Kingdom All Items Retail Price Index published by the Office of National Statistics</p> <p>Second Supplemental Junior Facilities Agreement means the second supplemental agreement in respect of the Junior Facilities Agreement dated 16 May 2007 between, amongst others, the Parent and Barclays Bank PLC as junior agent</p> <p>Second Supplemental Senior Facilities Agreement means the second supplemental agreement in respect of the Senior Facilities Agreement dated 16 May 2007 between, amongst others, the Parent and the Senior Agent</p>	

MG01 - continuation page

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>Secured Finance Party means each Finance Party (as defined in the Senior Facilities Agreement) and each Finance Party (as defined in the Junior Facilities Agreement)</p> <p>Security means any Security Interest created, evidenced or conferred by or under the Deed or any Deed of Accession</p> <p>Security Account means, in relation to the Chargor, any account which the Chargor and the Security Trustee have designated a Security Account including (but not limited to) those accounts specified opposite its name in part 5 of schedule 2 (Security Assets) to the Deed</p> <p>Security Assets means all assets of the Chargor the subject of the Security</p> <p>Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Selection Notice means a notice substantially in the form set out in part 3 of schedule 3 (Requests) to the Senior Facilities Agreement given in accordance with clause 14 (Interest Periods) of the Senior Facilities Agreement in relation to a Term Facility</p> <p>Senior Agent means Barclays Bank PLC as agent for the Lenders under the Senior Facilities Agreement</p> <p>Senior Facilities Agreement means the senior facilities agreement originally dated 13 March 2007, as amended and restated on 30 March 2007, 16 May 2007 and on 29 November 2011 between, amongst others, the Company, the Senior Agent and the Security Trustee</p> <p>Senior Finance Document means the Senior Facilities Agreement, the First Supplemental Senior Facilities Agreement, the Second Supplemental Senior Facilities Agreement, the Third Supplemental Senior Facilities Agreement, the Fourth Supplemental Senior Facilities Agreement, the 2007 Senior Waiver Letter, the 2008 Senior Waiver Letter, the 2011 Senior Waiver Letters, the 2008 CEL Confirmation and Undertaking Letter, the 2008 Parent Undertaking Letter, the Fifth Supplemental Senior Facilities Agreement, the Equity Contribution Agreement, the Capex Reserve Account Letter, the Mandate Letter, the Account Bank Mandate, any Accession Letter, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Vendor Note Subordination Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any other document designated as a Finance Document by the Senior Agent and the Parent and, for the purposes of clause 2 3 (Obligors' Agent) of</p>	

MG01 - continuation page

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>the Senior Facilities Agreement only, any Assignment Agreement and Lender Accession Undertaking</p> <p>Shares means all shares in any member of the Group the subject of the Security</p> <p>Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <ul style="list-style-type: none"> (a) which is controlled, directly or indirectly, by the first mentioned company or corporation, (b) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation, or (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation, <p>and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body</p> <p>Supplemental Junior Debenture means the supplemental English law debenture dated 29 November 2011 between the Parent and the Security Trustee</p> <p>Term Facility has the meaning given to that term in the Senior Facilities Agreement</p> <p>Third Supplemental Senior Facilities Agreement means the third supplemental agreement in respect of the Senior Facilities Agreement dated 25 October 2007 between, amongst others, the Parent and the Senior Agent</p> <p>TopCo means Viking Consortium Holdings Limited (registered number 06067492)</p> <p>Total Acquisition Facility Commitments means the aggregate of the Acquisition Facility Commitments, being £190,664,345 17 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p>Total Capex Facility Commitments means the aggregate of the Capex Facility Commitments, being £26,522,907 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p>Total Commitments means the aggregate of the Total Acquisition Facility Commitments, the Total Capex Facility Commitments, the Total EFW Facility</p>	

MG01 - continuation page

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>Commitments, the Total Revolving Facility Commitments and the Total L/C Revolving Facility Commitments</p> <p>Total EFW Facility Commitments means the aggregate of the EFW Facility Commitments, being £35,777,816 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p>Total L/C Revolving Facility Commitments means the aggregate of the L/C Revolving Facility Commitments, being £85,000,000 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p>Total Revolving Facility Commitments means the aggregate of the Revolving Facility Commitments, being £35,777,816 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p>Transaction Security Documents means</p> <p>(a) as defined in the Senior Facilities Agreement</p> <p>(i) the Original Common Debenture, the Junior Debenture, the Original Lightweight Floating Charge, the Deed and the Supplemental Junior Debenture,</p> <p>(ii) any document required to be delivered to the Senior Agent under paragraph 13 of part 3 of schedule 2 (Original Conditions Precedent) to the Senior Facilities Agreement,</p> <p>(iii) any security instrument entered into pursuant to paragraph (c) of clause 26 42 (Riverside Contingent Equity) of the Senior Facilities Agreement, and</p> <p>(iv) any other document entered into by any member of the Group creating, evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of members of the Group under any of the Finance Documents, and</p> <p>(b) as defined in the Junior Facilities Agreement</p> <p>(i) the Original Common Debenture, the Junior Debenture, the Original Lightweight Floating Charge, the Deed and the Supplemental Junior Debenture,</p>

MG01 - continuation page

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>(ii) any document required to be delivered to the Junior Agent under paragraph 13 of part 3 of schedule 2 (Original Conditions Precedent) to the Junior Facilities Agreement,</p> <p>(iii) any security instrument entered into pursuant to paragraph (b) of clause 23.43 (Riverside Contingent Equity) of the Junior Facilities Agreement, and</p> <p>(iv) any other document entered into by any member of the Group creating, evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of members of the Group under any of the Finance Documents</p> <p>Utilisation means a Loan or a Letter of Credit</p> <p>Utilisation Request means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests) to the Senior Facilities Agreement</p> <p>Vendor Note Subordination Agreement has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p>WRWA Agreement means the waste management agreement dated 20 May 2002 (as amended from time to time) between Western Riverside Waste Authority and the Chargor in connection with the provision of waste management services</p> <p>X means, in relation to any EFW-Only Contract, EFW-Plus Ring Fenced Contract or EFW-Plus Capped Contract, an amount equal to $5 \times Y$ where Y is equal to the difference between (a) the amount which it is anticipated will be paid to the Chargor under such contract for the provision of EFW Services in its first complete contract year of operation (assuming that the minimum contracted quantity of waste is disposed of in such year in accordance, if applicable, with the contract and without deductions) and (b) the amount which it is anticipated will be paid by the Chargor to EFW ProjectCo in the same period (and on the same assumptions) in respect of the performance by EFW ProjectCo of the Chargor's obligations in respect of such EFW Services</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 49722
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL COMMON
DEBENTURE DATED 29 NOVEMBER 2011 AND CREATED BY
CORY ENVIRONMENTAL LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
ANY SECURED FINANCE PARTY 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 8 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER
2011

2.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES