## Registration of a Charge

Company name: CORY ENVIRONMENTAL LIMITED

Company number: 00049722

Received for Electronic Filing: 24/10/2018



## **Details of Charge**

Date of creation: 17/10/2018

Charge code: 0004 9722 0015

Persons entitled: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

Brief description: THE REAL PROPERTY AS DEFINED IN THE CHARGE AND INCLUDING:

THE FREEHOLD LAND LYING TO THE WEST OF NORMAN ROAD, BELVEDERE WITH REGISTERED TITLE NUMBER K137567 AND THE

FREEHOLD LAND LYING TO THE WEST OF NORMAN ROAD, BELVEDERE WITH REGISTERED TITLE NUMBER SGL129715. FOR MORE DETAILS

PLEASE REFER TO THE CHARGE.

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Contains negative pledge.

## Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

## Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.

Certified by: HERBERT SMITH FREEHILLS LLP



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 49722

Charge code: 0004 9722 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2018 and created by CORY ENVIRONMENTAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2018.

Given at Companies House, Cardiff on 26th October 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





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......17 October 2018......

## CORY ENVIRONMENTAL LIMITED as Chargor

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as Common Security Trustee

CEL DEBENTURE

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THIS DEED is dated

17 October 2018

and made

## BETWEEN:

- (1) CORY ENVIRONMENTAL LIMITED, a company incorporated in England and Wales with registered number 00049722 whose registered office is at 2 Coldbath Square, London, EC1R 5HL, United Kingdom (the "Chargor"); and
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (the "Security Trustee") as Common Security Trustee for the Secured Parties (in each case as defined in the Intercreditor Agreement defined below).

## BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Senior Facility Finance Documents.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

## IT IS AGREED as follows:

## 1. INTERPRETATION

## 1.1 Definitions

In this Deed:

"Account Bank" means at the date of the Senior Facilities Agreement, HSBC Bank PLC (in respect of the reserve accounts) and HSBC UK Bank PLC (in respect of the non-reserve accounts), and each of their respective successors, assignees or transferees in accordance with the Account Bank Agreement.

"Account Bank Agreement" means the account bank agreement dated on or about the date of this Deed between, amongst others, the Borrower, the Chargor, CSRSL and the Account Bank or any replacement account bank agreement entered into by the Obligors and a replacement account bank in accordance with the terms of the Intercreditor Agreement.

"Act" means the Law of Property Act 1925.

"Approved Contracts" has the meaning given to such term in the Waste Supply Agreement.

"Authorisation" means an authorisation, consent, approval, resolution, licence, recording, permission, exemption, filing, notarisation or registration (including the Intellectual Property Rights).

"Authorised Investment" means Sterling investments consisting of:

- (a) freely transferable and marketable debt securities issued by H M Government which constitute direct, primary and unsubordinated obligations having an outstanding maturity of less than 6 months from the date of purchase or such longer period as the Senior Facilities Agent may agree; or
- (b) bank debt obligations in the form of certificates of deposit, time deposits or banker's acceptances with a short term senior debt rating of A-1 or better by Standard & Poor's Corporation or P1 or better by Moody's Investor Services, Inc. issued in the United Kingdom by a bank which is an authorised institution under the Financial Services and Markets Act 2000 and having an outstanding maturity of less than 6 months from the date of purchase; or
- (c) other investments agreed between Riverside Resource Recovery Limited and the Senior Facilities Agent.

"Authority Direct Agreements" means each of:

(a) the WRWA Direct Agreement:

- (b) the CoL Direct Agreement.
- (c) the Bexley Direct Agreement, and
- (d) the LBTH Direct Agreement.

each other direct agreement entered into from time to time as required by the Waste Supply Agreement and as designated as such by the Senior Facilities Agent and Riverside Resource Recovery Limited.

## "Authority Waste Agreements" means each of:

- (a) the WRWA Agreement;
- (b) the CoL Agreement:
- (c) the Bexley Agreement; and
- (d) the LBTH Agreement,

each other agreement entered into from time to time between a public sector entity and an Obligor under the Senior Facilities Agreement, relating to the receipt, transfer and/or disposal of waste by Riverside Resource Recovery Limited.

"Bexley Agreement" means the contract dated 29 June 2010 (as amended and/or restated from time to time) made between the Chargor and The Mayor and Burgesses of the London Borough of Bexley relating to the provision of certain waste management and disposal services by the Chargor.

"Bexley Direct Agreement" means the direct agreement dated on or about the date of this Deed between Riverside Resource Recovery Limited, the Chargor, The Mayor and Burgesses of the London Borough of Bexley, the Senior Facilities Agent and the Security Trustee in relation to the Bexley Agreement.

"CoL Agreement" means the waste supply agreement dated 26 November 1996 (as amended and/or restated from time to time) made between the Chargor and The Mayor and Commonalty and Citizens of the City of London relating to the supply of waste to the Chargor.

"CoL Direct Agreement" means the direct agreement dated on or about the date of this Deed between Riverside Resource Recovery Limited, the Chargor, The Mayor and Commonalty and Citizens of the City of London, the Senior Facilities Agent and the Security Trustee in relation to the CoL Agreement.

## "Consent Properties" means:

- (a) the lease dated 23 December 2014 between (1) SAS Depot Ltd and (2) Riverside Resource Recovery Limited under which the land known as Site C, Norman Road North, Belvedere, Kent DA17 6JY is leased for a term of four years from 1 January 2015 to 31 December 2019; and
- (b) the lease dated 11 December 2012 between (1) the Trustees for Day Group Limited Retirement Benefits Scheme and (2) the Chargor in respect of land on the north side of Pensbury Place, Wandsworth, London for a term expiring on 24 December 2018.

"Defeasance Account" has the meaning given to such term in the Intercreditor Agreement.

"Direct Agreement" means each Authority Direct Agreement and any other agreement effected pursuant to a request from the Senior Facilities Agent under clause 18.9 (Direct Agreements or security) of the Senior Facilities Agreement.

"Insurances" has the meaning given to such term in the Senior Facilities Agreement.

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, registered designs, unregistered design rights, business names, topographical or similar rights, copyrights (including rights in computer software or databases) and other intellectual property monopoly rights and interests (including by way of licence) in any of the foregoing

(whether registered or not and including all applications for the same) and including licences, consents and permissions in respect of any of the foregoing.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Deed between (among others) the Chargor and the Security Trustee.

"LBTH Agreement" means the waste supply agreement dated 27 September 2017 (as amended and/or restated from time to time) made between the Chargor and the London Borough of Tower Hamlets relating to waste management and disposal services.

"LBTH Direct Agreement" means the direct agreement dated on or about the date of this Deed between Riverside Resource Recovery Limited, the Chargor, the London Borough of Tower Hamlets, the Senior Facilities Agent and the Security Trustee in relation to the LBTH Agreement.

"Majority Senior Creditors" has the meaning given to such term in the Intercreditor Agreement.

"Obligor" means each Obligor under the Senior Facilities Agreement or any other Senior Facility Finance Document.

"Party" means a party to this Deed.

"Permitted Contracts" has the meaning given to such term in the Waste Supply Agreement.

"Project Accounts" has the meaning given to such term in the Senior Facilities Agreement.

"Project Documents" has the meaning given to such term in the Senior Facilities Agreement.

"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed.

"Relevant Document" has the meaning given to such term in Clause 2.8 (Other contracts).

"Reserves Accounts Account Bank" has the meaning given to such term in the Account Bank Agreement.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under or in connection with each Senior Facility Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening any law (including section 678 or 679 of the Companies Act 2006), provided that on and from the WRWA Effective Time the WRWA Transferred Liabilities will cease to constitute Secured Liabilities for the purposes of this Deed.

"Secured Parties" has the meaning given to such term in the Intercreditor Agreement.

"Security Assets" means all assets of the Chargor which are, or are intended to be, the subject of any security created by this Deed.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"Senior Facilities Agent" means HSBC Bank PLC.

"Senior Facilities Agreement" means the facilities agreement dated on or about the date of this Deed between (among others) Riverside Resource Recovery Limited and the Security Trustee.

"Sterling" or "£" means the lawful currency of the United Kingdom.

"Waste Supply Agreement" has the meaning given to such term in the Senior Facilities Agreement.

"WRWA Agreement" means the agreement dated 30 May 2002 (as amended and restated on or about the date of this Deed) made between Western Riverside Waste Authority and the Chargor relating to, among other things, the receipt, transport and disposal of waste from the Western Riverside Waste Authority;

"WRWA Direct Agreement" means the direct agreement dated on or about the date of this Deed between Riverside Resource Recovery Limited, the Chargor, Riverside (Holdings) Ltd, Western Riverside Waste Authority, the Senior Facilities Agent, the Security Trustee and the RRRL Security Trustee.

#### 1.2 Construction

- 1.2.1 Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- 1.2.2 The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed.
- 1.2.3 (A) A "Senior Facility Finance Document" or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment or supplement to that Senior Facility Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
  - (B) the term "this Security" means any security created by this Deed;
  - (C) "assets" includes present and future properties, revenues and rights of every description:
  - (D) any "rights" in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset; and
  - (E) any "share", "stock", "debenture", "bond or other security or investment" includes:
    - (1) any dividend, interest or other distribution paid or payable:
    - (2) 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;
    - (3) any right against any clearance system:
    - (4) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
    - (5) any cash or securities account maintained by any custodian or other entity,

in each case, in relation to that share, stock, debenture, bond or other security or investment.

- 1.2.4 Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Secured Party.
- 1.2.5 The terms of the other Senior Facility Finance Documents and of any side letters between any Parties in relation to any Senior Facility Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- 1.2.6 If the Security Trustee, acting reasonably, considers that an amount paid to a Secured Party under a Senior Facility Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.7 Unless the context otherwise requires, a reference to a Security Asset includes:
  - (A) any part of that Security Asset:
  - (B) the proceeds of sale of that Security Asset: and
  - (C) any present and future assets of that type.
- 1.2.8 The terms of this Deed are subject to the terms of the Intercreditor Agreement, and in the case of any inconsistency, the terms of the Intercreditor Agreement shall prevail.

#### 2. CREATION OF SECURITY

## 2.1 General

- 2.1.1 All the security created under this Deed:
  - (A) is created in favour of the Security Trustee for itself and on behalf of the other Secured Parties:
  - (B) is security for the payment of all the Secured Liabilities; and
  - (C) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 2.1.2 Without prejudice to and save as otherwise provided in the Senior Facilities
  Agreement with respect to the Consent Properties, notice of which the Security
  Trustee hereby confirms, if the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
  - (A) the Chargor must notify the Security Trustee promptly;
  - (B) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
  - (C) unless the Security Trustee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- 2.1.3 The Security Trustee holds the benefit of this Deed on trust for the Secured Parties.
- 2.1.4 The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Security Assets) does not affect the validity or enforceability of this Security.

## 2.2 Land

- 2.2.1 The Chargor charges:
  - (A) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (Security Assets) under the heading Real Property; and
  - (B) (to the extent that they are not the subject of a mortgage under Clause 2.2.1(A)) by way of first fixed charge all estates or interests in any freehold or leasehold property.

in each case, other than the Consent Properties.

- 2.2.2 A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
  - (A) all buildings, fixtures, fittings and fixed plant and machinery on that property together with all rights and interests under all agreements for the purchase, maintenance or use of all buildings, fixtures, fittings and fixed plant and machinery on that property; and
  - (B) 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.

## 2.3 Investments

The Chargor charges 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 (including any Authorised Investment); this includes the investments (if any) specified in Schedule 1 (Security Assets) under the heading "Investments".

## 2.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession; this includes plant and machinery (if any) as specified in Schedule 1 (Security Assets) under the heading Specific Plant and Machinery.

## 2.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person and the debt represented by that account; this includes (without limitation) each Project Account set out in clause 2.1(a) (Establishment of Project Accounts and appointment of Account Bank) of the Account Bank Agreement.

## 2.6 Insurances

The Chargor charges by way of a first fixed charge all of its rights in respect of the Insurances and any other contract or policy of insurance taken out by it or on its behalf or in which it has an interest; this includes the contracts or policies of insurance (if any) specified in Schedule 1 (Security Assets) under the heading Insurances.

#### 2.7 Book debts etc.

The Chargor charges by way of a first fixed charge:

- 2.7.1 all of its book and other debts;
- 2.7.2 all other moneys due and owing to it (including any compensation and any amounts payable to it under any Hedging Agreement); and
- 2.7.3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clauses 2.7.1 or 2.7.2.

## 2.8 Other contracts

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

- 2.8.1 any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause; this includes the Project Documents, the Direct Agreements and the Authority Waste Agreements (a "Relevant Document");
- 2.8.2 any letter of credit, bond or guarantee issued in its favour; and
- 2.8.3 any loan note, bill of exchange or other negotiable instrument held by it.

## 2.9 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

- 2.9.1 any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Schedule 1 (Security Assets) under the heading "Specific Intellectual Property Rights":
- 2.9.2 any copyright or other intellectual property monopoly right; and
- 2.9.3 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.

#### 2.10 Miscellaneous

The Chargor charges by way of first fixed charge:

- 2.10.1 any beneficial interest, claim or entitlement it has in any pension fund;
- 2.10.2 its goodwill;
- 2.10.3 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.10.4 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.10.3 above;
- 2.10.5 the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Security Asset;
- 2.10.6 all trade debts and other debts owing to it:
- 2.10.7 the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies available to the Chargor as security for any receivable or for the performance by any third party of any obligation owed to it;
- 2.10.8 all rights, money or property accruing or payable to it now or in the future under or by virtue of a Security Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under this Deed;
- 2.10.9 all receivables, book and other debts owing to the Chargor and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims charged under Clauses 2.6 (Insurances) and 2.8 (Other contracts)); and
- 2.10.10 its uncalled capital.

## 2.11 Floating charge

- 2.11.1 The Chargor charges by way of a first floating charge all of the Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues, whatsoever and wheresoever, present and future, not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause.
- 2.11.2 Except as provided in Clause 2.11.3 below, the Security Trustee may by notice to the Chargor convert the floating charge created by Clause 2.11.1 above into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
  - (A) an Event of Default is continuing:
  - (B) 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

- (C) 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 Clause 4 (Restrictions On Dealings).
- 2.11.3 The floating charges created by this Clause may not be converted into a fixed charge solely by reason of:
  - (A) the obtaining of a moratorium; or
  - (B) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.
- 2.11.4 The floating charges created by this Clause 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 Security Assets if an administrator of the Chargor is appointed or the Security Trustee receives notice of an intention to appoint an administrator of the Chargor.
- 2.11.5 The floating charges created by this Clause are a "qualifying floating charge" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

#### 3. REPRESENTATIONS - GENERAL

- 3.1.1 The representations and warranties set out in this Deed are made on the date of this Deed.
- 3.1.2 Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by the Chargor on the date of this Deed and on each date on which any of the representations and warranties under the Senior Facilities Agreement and/or any other Senior Facility Finance Document are repeated.
- 3.1.3 When a representation and warranty is repeated, it is applied to the facts and circumstances existing at the time of repetition.

## 4. RESTRICTIONS ON DEALINGS

- 4.1.1 The Chargor must not:
  - (A) create or permit to subsist any Security on any Security Asset; or
  - (B) sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Senior Facilities Agreement and any other applicable Senior Facility Finance Document.
- 4.1.2 If the Chargor creates or allows to exist any Security in breach of the provisions of this Clause 4 then, to the extent possible under applicable law, all the obligations of the Chargor under the Senior Facilities Agreement and other Senior Facility Finance Documents will automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon.

#### 5. LAND

5.1 General

In this Clause:

"Fixtures" means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Assets.

5.2 Title

The Chargor represents to each Secured Party that as at the date of this Deed:

- 5.2.1 it is the legal and beneficial owner of the Mortgaged Property:
- 5.2.2 no material breach of any law or regulation is outstanding which materially affects or might affect materially the value of the Mortgaged Property:
- 5.2.3 so far as the Chargor is aware, there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters which materially adversely affect the use of the Mortgaged Property for the Project;
- 5.2.4 nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the Mortgaged Property which materially adversely affects the use of the Mortgaged Property for the Project;
- 5.2.5 it has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Mortgaged Property that would materially adversely affect the use of the Mortgaged Property for the Project; and
- 5.2.6 the Mortgaged Property is held by it free from any tenancies or licences, save for the tenancies or licences in connection with and which are not materially adverse to, the use of the Mortgaged Property for the Project.

## 5.3 Acquisitions

- 5.3.1 If the Chargor acquires any freehold or leasehold property after the date of this Deed it must:
  - (A) notify the Security Trustee promptly;
  - (B) promptly on request by the Security Trustee and at the cost of the Chargor, execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee of that property in any form which the Security Trustee may require;
  - (C) if the title to that freehold or leasehold property is registered at H. M.
    Land Registry or required to be so registered, give H. M. Land Registry written notice of this Security; and
  - (D) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H.M. Land Registry.
- 5.3.2 If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. The Chargor must use its reasonable endeavours to obtain the landlord's consent.

## 5.4 Notices

The Chargor must, within 14 days after the receipt by the Chargor of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to the Mortgaged Property (or any part of it):

- 5.4.1 deliver a copy to the Security Trustee; and
- 5.4.2 inform the Security Trustee of the steps taken or proposed to be taken to comply with the relevant requirement.

## 5.5 H.M. Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H. M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time

being of the charge dated [•] in favour of [Security Trustee] referred to in the charges register or its conveyancer, (Standard Form P)".

## 5.6 Deposit of title deeds

The Chargor must deposit with the Security Trustee all deeds and documents of title in the possession of the Chargor relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor.

#### 5.7 Access

The Chargor must permit the Security Trustee and any person nominated by it to enter any part of the Mortgaged Property and view the state of it during business hours and on reasonable notice (except where necessary in order for the Security Trustee to protect the Mortgaged Property subject to security under this Deed or in the case of other similar emergency, when the Chargor shall provide such access as soon as is reasonably practicable following such request).

## 5.8 Investigation of title

To the extent the Chargor acquires any Mortgaged Property after the date of this Deed, it must grant the Security Trustee or its lawyers on request all facilities within the power of the Chargor to enable the Security Trustee or its lawyers (at the expense of the Chargor) to:

- 5.8.1 carry out investigations of title to such Mortgaged Property; and
- 5.8.2 make such enquiries in relation to any part of that Mortgaged Property as a prudent mortgagee might carry out.

## 5.9 Report on title

To the extent the Chargor acquires any freehold or leasehold property after the date of this Deed, it must, as soon as reasonably practicable after a request by the Security Trustee, provide the Security Trustee with a report on title of the Chargor to that Mortgaged Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature.

## 5.10 Power to remedy

If the Chargor fails to perform any term affecting the Mortgaged Property, the Chargor must allow the Security Trustee or its agents and contractors:

- 5.10.1 to enter any part of the Mortgaged Property;
- 5.10.2 to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
- 5.10.3 to take any action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any notice in relation to the Mortgaged Property,

provided that the Security Trustee has given the Chargor reasonable notice prior to taking such action.

The Chargor must immediately on request by the Security Trustee pay the costs and expenses of the Security Trustee or its agents and contractors incurred in connection with any action taken by it under this Clause.

## 6. INVESTMENTS

## 6.1 General

In this Clause, "Investments" means all shares, stocks, debentures, bonds or other securities and investments included in the definition of "Security Assets" in Clause 1.1 (Definitions).

#### 6.2 Investments

The Chargor represents and warrants to each Secured Party that:

- 6.2.1 to the extent applicable, the Investments are fully paid;
- 6.2.2 it is the sole legal and beneficial owner of the Investments;
- 6.2.3 the Investments are free from any restrictions as to transfer or registration and are not subject to any calls or other liability to pay money, and
- 6.2.4 no company whose shares are included in the definition of Security Assets keeps information in respect of its members on the central register kept by the Registrar at Companies House.

## 6.3 Deposit

The Chargor must:

- 6.3.1 promptly deposit with the Security Trustee (or its solicitors on its behalf), all certificates and other documents of title or evidence of ownership in relation to any Investment; and
- 6.3.2 promptly execute and deliver to the Security Trustee (or its solicitors on its behalf) all share transfers and other documents which may be requested by the Security Trustee in order to enable the Security Trustee, the Account Bank or their nominees to be registered as the owner or otherwise obtain a legal title to any Investment.

## 6.4 Changes to rights

The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered in a way that would be prejudicial to the Secured Parties or would otherwise result in a breach of any Senior Facility Finance Document.

## 6.5 Calls

- 6.5.1 The Chargor must pay all calls or other payments due and payable in respect of any Investment.
- 6.5.2 No Secured Party shall incur any liability in respect of any amounts due from the Chargor in respect of any Investment.

## 6.6 Other obligations in respect of Investments

- 6.6.1 The Chargor must promptly copy to the Security Trustee and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of the Investments. If it fails to do so, the Security Trustee may elect to provide such information as it may have on behalf of the Chargor.
- 6.6.2 The Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment.
- 6.6.3 The Security Trustee is not obliged to:
  - (A) perform any obligation of the Chargor:

- (B) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
- (C) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed, in respect of any Investment.

## 6.7 Voting rights

- 6.7.1 Before this Security becomes enforceable:
  - (A) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Trustee) be exercised in any manner which the Chargor may direct in writing; and
  - (B) subject to clause 8.6 (*Authorised Investments*) of the Account Bank Agreement, all dividends or other income paid or payable in relation to any Investments must be paid directly to the Chargor.
- 6.7.2 After this Security has become enforceable, the Security Trustee may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) or refrain from exercising any voting rights and any 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.
- 6.7.3 If any Security Asset remains registered in the name of a Chargor, that Chargor irrevocably appoints the Security Trustee or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after this Security has become enforceable.

## 6.8 Clearance systems

After this Security has become enforceable the Chargor must, if so requested by the Security Trustee, instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Security Trustee, the Account Bank or its nominee with that clearance system.

## 6.9 Custodian arrangements

The Chargor must:

- as soon as reasonably practicable give notice to any custodian of any agreement with that custodian in respect of any Investment in a form the Security Trustee may reasonably require; and
- 6.9.2 use reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Security Trustee may reasonably require.

## 6.10 Financial Collateral

- To the extent that the assets mortgaged or charged under this Deed constitute

  "financial collateral" and this Deed and the obligations of the Chargor under this

  Deed constitute a "security financial collateral arrangement" (in each case for
  the purpose of and as defined in the Financial Collateral Arrangements (No. 2)

  Regulations 2003 (SI 2003 No. 3226) (the "Financial Collateral Regulations"))
  the Security Trustee will have the right after this Security has become
  enforceable to appropriate all or any part of that financial collateral in or towards
  the satisfaction of the Secured Liabilities in accordance with the Financial
  Collateral Regulations.
- 6.10.2 Where any financial collateral is appropriated:
  - (A) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or

(B) in any other case, the value of the financial collateral will be such amount as the Security Trustee determines having obtained a valuation as to the market value of the financial collateral (assuming an arms' length sale between a willing buyer and a willing seller following an appropriate marketing period) from an independent firm of accountants selected by it;

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

## 7. RELEVANT DOCUMENTS, INSURANCES AND DEFEASANCE ACCOUNT

- 7.1.1 Where the Chargor is or becomes a party to a Relevant Document, in respect of each Relevant Document to which it is a party (save to the extent that notice is given in a Senior Facility Finance Document or the Relevant Document itself):
  - (A) on the date of this Deed in relation to each Relevant Document specified in Part F (Relevant Documents) of Schedule 1 (Security Assets) (or, in the case of a Relevant Document specified in Part F (Relevant Documents) of Schedule 1 (Security Assets) entered into after the date of this Deed, on the date of such Relevant Document) serve a notice of charge, substantially in the form of Part A of Schedule 2 (Forms of Letter for Relevant Documents and Insurances), on each counterparty to each Relevant Document; and
  - (B) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part B of Schedule 2 (Forms of letter for Relevant Documents and Insurances).
- 7.1.2 Where the Chargor is or becomes a party to any Insurance, the Chargor must notify each insurer of the charge over such Insurance by promptly serving a notice of charge on each insurer. Where such a notice is served on an insurer, the Chargor must use its reasonable endeavours to procure that the insurer acknowledges that notice. Each such notice and acknowledgment must substantially be in the form of Part B of Schedule 2 (Forms of Letter for Relevant Documents and Insurances).
- 7.1.3 Promptly upon a Defeasance Account being opened in accordance with the provisions of the Intercreditor Agreement, the Chargor shall give notice to the Reserves Accounts Account Bank with which such Defeasance Account is opened and maintained substantially in the form set out in Part A of Schedule 3 (Form of Letter for Defeasance Account) and use reasonable endeavours to procure that the Reserves Accounts Account Bank acknowledges that notice, substantially in the form set out in Part B of Schedule 3 (Form of Letter for Defeasance Account).

## 8. PLANT AND MACHINERY

## 8.1 General

In this Clause:

## "Plant and Machinery" means:

- (a) the plant and machinery (if any) specified in Schedule 1 (Security Assets) under the heading Specific Plant and Machinery; and
- (b) any other plant and machinery which the Security Trustee has designated Plant and Machinery.

## 8.2 Access

The Chargor must allow the Security Trustee and/or any person nominated by it to enter upon any part of any premises owned by it to view the Plant and Machinery during business hours and on reasonable notice (except where necessary in order for the Security

Trustee to protect the Plant and Machinery subject to security under this Deed or in the case of other similar emergency, when the Chargor shall provide such access as soon as is reasonably practicable following such request).

## 8.3 Nameplates

The Chargor must take any action which the Security Trustee may reasonably require to evidence the interest of the Security Trustee in the Plant and Machinery. This includes fixing a nameplate on the Plant and Machinery in a prominent position stating that:

- 8.3.1 the Plant and Machinery is charged in favour of the Security Trustee; and
- 8.3.2 the Plant and Machinery must not be transferred, sold, destroyed or otherwise interfered with without the prior consent of the Security Trustee.

## 9. WHEN SECURITY BECOMES ENFORCEABLE

#### 9.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and the Security Trustee gives notice to the Chargor that this Security is enforceable.

#### 9.2 Discretion

After this Security has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Senior Creditors direct.

## 9.3 Power of sale

The power of sale and any other powers conferred on a mortgagee by law (including under section 101 of the Act), as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

## 10. ENFORCEMENT OF SECURITY

#### 10.1 General

- 10.1.1 For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 10.1.2 Any restriction on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages conferred by law (including under section 93 of the Act do not apply to this Security.
- 10.1.3 The powers of leasing conferred on the Security Trustee by law are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

## 10.2 No liability as mortgagee in possession

Neither the Security Trustee nor any Receiver will be liable, by reason of it entering into possession of the Security Assets or any part thereof, to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Security Trustee under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Act save to the extent that the provisions of the Act are varied by or are inconsistent with the provisions of this Deed when the provisions of this Deed shall prevail and every such Receiver and the Security Trustee shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act.

## 10.3 Privileges

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act.

## 10.4 Protection of third parties

No person (including a purchaser) dealing with the Security Trustee or a Receiver or its or his agents will be concerned to enquire:

- 10.4.1 whether the Secured Liabilities have become payable:
- 10.4.2 whether any power which the Security Trustee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 10.4.3 whether any money remains due under the Senior Facility Finance Documents; or
- 10.4.4 how any money paid to the Security Trustee or to that Receiver is to be applied.

## 10.5 Redemption of prior mortgages

- 10.5.1 At any time after this Security has become enforceable, the Security Trustee may:
  - (A) redeem any prior Security against any Security Asset; and/or
  - (B) procure the transfer of that Security to itself; and/or
  - (C) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- 10.5.2 The Chargor must pay to the Security Trustee, immediately on demand, the costs and expenses incurred by the Security Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

## 10.6 Contingencies

If this Security is enforced at a time when no amount is due under the Senior Facility Finance Documents but at a time when amounts may or will become due, the Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

#### 11. RECEIVER

## 11.1 Appointment of Receiver

- 11.1.1 Except as provided below, the Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (A) this Security has become enforceable; or
  - (B) the Chargor so requests the Security Trustee in writing at any time.
- 11.1.2 Any appointment under Clause 11.1.1 above may be by deed, under seal or in writing under its hand.
- 11.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- 11.1.4 The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- 11.1.5 The Security Trustee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security

Trustee is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

## 11.2 Removal

The Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

## 11.3 Remuneration

The Security Trustee may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including that specified in section 109(6) of the Act) will not apply.

## 11.4 Agent of the Chargor

- 11.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver (other than those caused by the Receiver's gross negligence or wilful misconduct).
- 11.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason in connection with this Clause 11.

## 11.5 Relationship with Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Trustee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## 12. POWERS OF RECEIVER

## 12.1 General

- 12.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes:
  - in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
  - (B) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- 12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

## 12.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

## 12.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he thinks fit.

## 12.4 Employees

- 12.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- 12.4.2 A Receiver may discharge any person appointed by the Chargor.

## 12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

## 12.6 Sale of assets

- 12.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- 12.6.2 The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- 12.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

#### 12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

## 12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

## 12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

## 12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

## 12.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

## 12.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

## 12.13 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

## 12.14 Protection of assets

A Receiver may:

- 12.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- 12.14.2 commence and/or complete any building operation; and
- 12.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation.

in each case as he thinks fit.

## 12.15 Other powers

A Receiver may:

- 12.15.1 do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- 12.15.2 exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- 12.15.3 use the name of the Chargor for any of the above purposes.

## 13. APPLICATION OF PROCEEDS

- 13.1.1 Any moneys received by the Security Trustee or any Receiver after this Security has become enforceable must be applied in accordance with the Intercreditor Agreement.
- 13.1.2 This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

## 14. DELEGATION

## 14.1 Power of Attorney

The Security Trustee or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

## 14.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Trustee or any Receiver may think fit.

## 14.3 Liability

Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

## 15. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for:

- 15.1.1 creating, perfecting or protecting any security intended to be created by this Deed; or
- 15.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (A) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Trustee or to its nominee; or
- (B) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Trustee (acting reasonably) considers expedient.

#### 16. PRESERVATION OF SECURITY

## 16.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### 16.2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Party):

- 16.2.1 any time or waiver granted to, or composition with, any Obligor or other person;
- the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor;
- 16.2.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person:
- any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security:
- 16.2.5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- 16.2.6 any amendment of any Senior Facility Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Senior Facility Finance Document or other document or security;
- any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Senior Facility Finance Document or any other document or security; or
- 16.2.8 any insolvency, resolution or similar proceedings.

## 16.3 Amendments to the Senior Facility Finance Documents

- 16.3.1 Without limiting Clause 16.2 (Waiver of defences), the Chargor acknowledges that the Senior Facility Finance Documents may from time to time be amended.
- 16.3.2 The Chargor confirms its intention that:
  - (A) any amendment to a Senior Facility Finance Document is within the scope of the Secured Liabilities and this Security; and
  - (B) the Secured Liabilities and this Security extend to any amount payable by the Chargor under or in connection with a Senior Facility Finance Document as amended.

- 16.3.3 The Chargor agrees that the confirmations in Clause 16.3.2 above apply regardless of:
  - (A) why or how a Senior Facility Finance Document is amended (including the extent of the amendment and any change in the parties);
  - (B) whether any amount payable by an Obligor under or in connection with the amended Senior Facility Finance Document in any way relates to any amount that would or may have been payable had the amendment not taken place;
  - (C) the extent to which the Chargor's liability under this Deed (whether present or future, actual or contingent), or any right it may have as a result of entering into or performing its obligations under this Deed, changes or may change as a result of the amendment; and
  - (D) whether the Chargor was aware of or consented to the amendment.

## 16.4 Immediate recourse

- 16.4.1 The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Chargor under this Deed.
- 16.4.2 This waiver applies irrespective of any law or provision of a Senior Facility Finance Document to the contrary.

## 16.5 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- 16.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or trustee or agent) in respect of the Secured Liabilities or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor will not be entitled to the benefit of such moneys, security or rights; and
- 16.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

## 16.6 Deferral of Chargor's rights

- 16.6.1 Unless the Security Period has expired or the Security Trustee otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Deed:
  - (A) to be indemnified by an Obligor;
  - (B) to claim any contribution from any other person who has provided security or a guarantee in respect of any Obligor's obligations under the Senior Facility Finance Documents;
  - (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Senior Facility Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Senior Facility Finance Documents by any Secured Party;
  - (D) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has granted security under this Deed;
  - (E) to exercise any right of set-off against any Obligor; and/or

- (F) to claim or prove as a creditor of any Obligor in competition with any Secured Party.
- 16.6.2 If the Chargor receives any benefit, payment or distribution in relation to such rights it must hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Senior Facility Finance Documents to be repaid in full on trust for the Secured Parties and must promptly pay or transfer them to the Security Trustee or as the Security Trustee may direct for application in accordance with the terms of this Deed.

## 16.7 Additional security

- 16.7.1 This Deed is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by any Secured Party.
- 16.7.2 No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

## 16.8 Security held by Chargor

The Chargor must not, without the prior consent of the Security Trustee, hold any security from any other Obligor in respect of the Chargor's liability under this Deed. The Chargor will hold any security held by it in breach of this provision on trust for the Security Trustee.

## 17. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of its delegates or sub-delegates to be its attorney to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Trustee or any Receiver under this Deed. The Chargor ratifies and confirms whatever any such attorney does or purports to do under its appointment under this Clause.

## 18. MISCELLANEOUS

## 18.1 Continuing Security

This Security is continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or part.

## 18.2 Covenant to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Senior Facility Finance Documents, provided that (for the avoidance of doubt) on and from the WRWA Effective Time the WRWA Transferred Liabilities will cease to constitute Secured Liabilities and as such cease to be subject to this Clause.

## 18.3 Tacking

Each Secured Party must perform its obligations under the Senior Facility Finance Documents (including any obligation to make available further advances).

## 18.4 New Accounts

- 18.4.1 If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with the Chargor.
- 18.4.2 If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

18.4.3 As from that time all payments made to a Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

## 18.5 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Senior Facility Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

- 18.5.1 this Security has become enforceable; and
- 18.5.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

## 18.6 Instructions

If the Security Trustee is required to act under this Deed at any time prior to this Security becoming enforceable, the Security Trustee shall act on the instructions of the Majority Senior Creditors in accordance with the Intercreditor Agreement.

## 19. RELEASE

At the end of the Security Period but not otherwise, the Secured Parties must, at the request and cost of the Chargor, take whatever action is necessary to release, reassign or discharge (as appropriate) the Security Assets from this Security and return all documents of title, transfer documents and other documentation relating to the Security Assets which it holds (or which are being held to its order).

#### 20. COUNTERPARTS

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

## 21. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

## 22. JURISDICTION

Clause 32 (*Enforcement*) of the Intercreditor Agreement applies to this Deed, *mutatis mutandis*.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

## SCHEDULE 1

## SECURITY ASSETS

## **PART A**

## REAL PROPERTY

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Freehold/Leasehold	Registered Title Number	Description of Real Property
Freehold	K137567	Land lying to the west of Norman Road, Belvedere
Freehold	SGL129715	Land lying to the west of Norman Road, Belvedere
Leasehold	TGL215238	Western Riverside Transfer Station, Smugglers Way, Wandsworth, London SW18 1EG
Leasehold	TGL215263	Cringle Dock Solid Waste Transfer Station, Cringle Street, Battersea, London
Leasehold	LN119035	Land and buildings on the north and south sides of Riverside, Charlton, London.
Leasehold	TGL231850	The Durham and Charlton Parish Wharves, London, SE7 7SU
Freehold	SGL93636	Land on the east side of Lombard Wall; London
Leasehold	TGL458524	Land at Arches 661 – 677, Pensbury Place, London SW8 4TR
Leasehold	AGL426998	Waste Transfer Station and Re- use and Recycling Centre, Northumberland Wharf, Yabsley Street, London, E14 9RQ
Leasehold	AGL427000	Waste Transfer Station and Re- use and Recycling Centre, Northumberland Wharf, Yabsley Street, London, E14 9RQ

The address for service of the Security Trustee in the case of registered land is:

HSBC Corporate Trustee Company (UK) Limited Corporate Trust & Loan Agency 8 Canada Square London E14 5HQ

Attention: CTLA Trustee Services Administration

Facsimile: +44 (0) 20 7991 4350

## PART B

## **INVESTMENTS**

None

## PART C

## SPECIFIC PLANT AND MACHINERY

Please refer to the fixed asset register at Annex 1

## PART D

## SPECIFIC INTELLECTUAL PROPERTY RIGHTS

None

## PARTE

## INSURANCES

Property Damage and Busines	ss Interruption	
Insurer	Section I, II and III Written Line	Reference
FM Insurance Company Ltd	Sum Insured: £130 million with various sub-caps	1039383
	Excess: £100K per occurrence for computer systems non-physical damage and data, programs or software.	
	£250,000 all other losses per occurrence.	
	Expiry: 1 May 2019	
FM Insurance Company Ltd	Sum Insured: £725 million with various sub-caps	1038233
	Excess: £100K per occurrence for computer systems non-physical damage and data, programs or software.	
	£250,000 all other losses per occurrence.	
	Expiry: 1 May 2019	
Primary Public & Products Lie	bility	
Insurer	Section I, II and III Written Line	Reference

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And a second sec		
AVIVA Insurance Company Limited	Sum Insured: £25 million per occurrence and unlimited in the period of Insurance other than for Products Liability which is subject to a £25 million cap in the aggregate Deductible: £2,500 for any one event or all events of a series consequent or attributable to the one original cause Expiry: 30 April 2019 inclusive GMT	100617308CLP
Primary Employers Liability /	Primary Public & Products Liab	lity
insurer	Section I, II and III Written Line	Reference
AVIVA Insurance Company Limited	Sum Insured: £25 million per occurrence and unlimited in the period of Insurance other than for Products Liability which is subject to a £25 million cap in the aggregate	100615083CLP
	Excess: Nil for Employers' Liability £9,500 for Damage to Property, £10,000 for Personal Injury and £25,000 for Pollution or Contamination	
	£10,000	
	Expiry: 30 April 2019	
Excess Public Liability		
Insurer	Section I, II and III Written Line	Reference
QBE European Operations and Others	Sum Insured: £25 million in excess of the primary policy in any one occurrence, unlimited other than for Products Liability which is capped in the aggregate at £25 million in excess of primary policy	Y111395QBE0118A
	Excess: N/A Expiry: 30 April 2019 inclusive GMT	
QBE European Operations and Others	Sum Insured: £25 million in excess of the primary policy in any one occurrence, unlimited other than for Products Liability which is capped in the	Y111391QBE0118A

	aggregate at £25 million in	
CONTROL OF THE CONTRO	excess of primary policy	
	Excess: N/A	
	Expiry: 30 April 2019 inclusive GMT	
Primary Environmental Impair	ment Liability (EIL) Insurance	
Insurer	Section I, II and III Written Line	Reference
Chubb Insurance Company of	Sum Insured; £10 million	UKENVC82496
Europe SE	Excess: N/A	
	Expiry: 8 December 2019	
Excess Environmental Impair	nent Liability (EXL) insurance	
Insurer	Section I, II and III Written Line	Reference
XL Environmental Limited on	Sum Insured: £15 million	29532G16
behalf of XL Europe Limited	Excess: N/A	
	Expiry: 9 December 2019	
Hull and Machinery Insurance		
Insurer	Section I, II and III Written Line	Reference
QBE Insurance (Europe Ltd.	Sum Insured: £18,886,314	91057M18
Trading as British Maine, London, England	Excess: N/A	
and white a dear state of the s	Expiry: 30 April 2019	
Motor Fleet Insurance		
Insurer	Section I, II and III Written Line	Reference
QBE Insurance Europe Ltd	Sum Insured: Business cars	Y000646FLT0118A
	limit £20 million, all other vehicles limit £10 million and	
	hazardous goods limit £1	
	million	
	Excess: £500 each and every loss	
	Expiry: 30 April 2019	
		The state of the s

## **PART F**

#### **RELEVANT DOCUMENTS**

Terms defined in this Part F (Relevant Documents) of Schedule 1 (Security Assets) have the meaning given to those terms in the Senior Facilities Agreement.

- 1. each Inter-Obligor Loan to which the Chargor is a party;
- each subordinated debt instrument between Riverside Resource Recovery Limited and the Chargor;
- 3. APC Disposal Contract;
- APC Disposal Guarantee:
- 5. Waste Disposal Contract between CEL and Enterprise Managed Services Ltd dated 8 September 2016;
- 6. Waste Disposal Contract between CEL and Biffa Waste Services Limited dated 12 October 2016;
- 7. Waste Disposal Contract between CEL and Grundon Waste Management Limited 20 March 2017:
- 8. Waste Disposal Contract between CEL and PF Ahern (London) Ltd dated 23 March 2017
- 9. Waste Disposal Contract between CEL and Dirty Harry's Waste Management Limited dated 12 April 2017;
- 10. Waste Disposal Contract between CEL and RTS Waste Management Ltd dated 2 May 2017:
- 11. Waste Disposal Contract between CEL and Bywaters (Leyton) Limited dated 31 May 2017 (including variation dated 2 January 2018);
- 12. Waste Disposal Contract between CEL and Camo Limited dated 12 April 2017 (including variation dated 30 January 2018);
- 13. Waste Disposal Contract between CEL and Veoila ES (UK) Limited dated 27 September 2017;
- 14. Waste Disposal Contract between CEL and Suez Recycling and Recovery UK Ltd dated 31 January 2018;
- 15. Waste Disposal Contract between CEL and Spectrum Recycling Limited dated 26 March 2018;
- 16. Waste Disposal Contract between CEL and BPR Group Europe Limited dated 27 March 2018;
- 17. Waste Disposal Contract between CEL and C.D. Waste Management Limited dated 2
  October 2018;
- 18. Construction Contract Retention Bond;
- 19. Power Purchase Agreement between Gazprom Marketing & Trading Retail Limited and the Borrower dated 24 January 2018;
- 20. WRWA Parent Company Guarantee;
- 21. Bexley Parent Company Guarantee;
- 22. Connection Contracts;
- 23. Constituent Council Collateral Warranties:
- 24. Headlease:
- 25. IBA Offtake Contract;
- 26. IBA Offtake Bond;
- 27. Tilbury Docks Lease;

- 28. Underlease;
- 29. Management Services Agreement;
- 30. Landfill Transfer Arrangements;
- 31. Disposal Contract;
- 32. Bareboat Charter Agreements;
- 33. Lighterage Subcontract;
- 34. Waste Supply Agreement;
- 35. Authority Waste Agreements;
- 36. APC Residues Treatment Agreement;
- 37. Parent Company Guarantee between the Parent and London Borough of Tower Hamlets dated 27 September 2017;
- 38. Cringle Dock Joint Development Agreement;
- 39. Residual Value Agreement; and
- 40. Norman Road EPC Contract.

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## SCHEDULE 2

## FORMS OF LETTER FOR RELEVANT DOCUMENTS AND INSURANCES

## PART A

## NOTICE TO COUNTERPARTY

To: [Contract party]/[Insurer]

[Date]

Dear Sirs and Madams.

Debenture dated [•] between the Chargor and the Security Trustee (the "Debenture") in relation to the credit facilities agreement dated [•] between, among others, the Chargor and the Security Trustee (the "Senior Facilities Agreement")

This letter constitutes notice to you that under the Debenture we have charged by way of a first fixed charge in favour of [•] (the "Security Trustee") all our rights in respect of [insert details of [Contract]/[insurance]] (the "[Contract]/[insurance]").

#### We confirm that:

- 1. we will remain liable under the [Contract]/[Insurance] to perform all the obligations assumed by us under the [Contract]/[Insurance]; and
- 2. none of the Security Trustee, its agents, any Receiver or any other person will at any time be under any obligation or liability to you under or in respect of the [Contract]/[Insurance].

Until you receive written instructions from the Security Trustee to the contrary, all moneys payable by you to us in respect of the [insert details of [Contract]/[Insurance]] shall be paid to the [•] Account (Account No. [•]) with [•] at [•].

We will also remain entitled to exercise all our rights, powers and discretions under the [Contract]/[Insurance], and you should continue to give notices under the [Contract]/[Insurance] to us, unless and until you receive notice from the Security Trustee to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Trustee or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the [Contract]/[Insurance], otherwise than as permitted under the Senior Facilities Agreement, without the prior consent of the Security Trustee.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Trustee at [ADDRESS], with a copy to ourselves.

Yours fa	ithfully,	

CORY ENVIRONMENTAL LIMITED (Authorised signatory)

## PART B

## **ACKNOWLEDGEMENT OF COUNTERPARTY**

To: [●] as Security Trustee	
in the state of th	en el la terration y la surfact et en profesion y la latera de la companya de la companya de la companya de la La companya de la co
Copy: Cory Environmental Limited (the "Chargor"	$oldsymbol{j}$
[Date]	
The Magazian and the entire letter (land). The Matter place and place the Matter State (land).	
Dear Sirs,	
We confirm receipt from the Chargor of a notice dat Debenture dated [•] of all the Chargor's rights in res	ed [•] of a first fixed charge on the terms of the
details of the [Contract]/[Insurance]] (the "[Contrac	t]/[Insurance]").
We confirm that we will pay all sums due, and give directed in that notice.	notices, under the [Contract]/[Insurance] as
This letter and any non-contractual obligations arising English law.	ng out of or in connection with it are governed
Yours faithfully,	
(Authorised signatory)	
[Counterparty]	

#### **SCHEDULE 3**

#### FORM OF LETTER FOR DEFEASANCE ACCOUNT

#### PART A

## NOTICE TO RESERVES ACCOUNTS ACCOUNT BANK

To: [Reserves Accounts Account Bank]

[Date]

Dear Sirs and Madams.

Debenture dated [•] between the Chargor and the Security Trustee (the "Debenture") in relation to the credit facilities agreement dated [•] between, among others, the Chargor and the Security Trustee (the "Senior Facilities Agreement")

This letter constitutes notice to you that under the Debenture we have charged by way of a first fixed charge in favour of [\*] (the "Security Trustee") all our rights in respect of any amount moneys standing to the credit of [any] [the] account maintained by us with you (the "Account[s1").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Trustee any information relating to [any] [the] Account requested from you by the Security Trustee;
- (b) comply with the terms of any written notice or instruction relating to [any] [the] Account received by you from the Security Trustee; and
- (c) pay or release any sum standing to the credit of [any] [the] Account in accordance with the written instructions of the Security Trustee.

References in this letter to [any] [the] Account include any replacement account or sub-division of [that] [those] Account[s].

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Trustee at [ADDRESS], with a copy to ourselves.

CORY ENVIRONMENTAL LIMITED (Authorised signatory)

Yours faithfully.

### PART B

## **ACKNOWLEDGEMENT OF RESERVES ACCOUNTS ACCOUNT BANK**

To: [ as Security Trustee Copy: Cory Environmental Limited (the "Chargor") [Date] **Dear Sirs** We confirm receipt from the Chargor of a notice dated [●] of a fixed charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of [any of] the Chargor's account[s] with us (the "Account[s]"). We confirm that we: accept the instructions contained in the notice and agree to comply with the notice; (a) (b) have not received notice of the interest of any third party in [any] [the] Account; (C) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of [any] [the] Account; and will not permit any amount to be withdrawn from [any] [the] Account without your prior (d) written consent. The Account[s] currently maintained with us [are] [is]:

[Specify account[s] and account number[s]]

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

	1000
3 4 5 7 7 5 5 5 5 6 F 4 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	••••••
	natory)
[Reserves Acco	unts Account Bank]

Yours faithfully,

# SIGNATURE PAGE TO CEL DEBENTURE

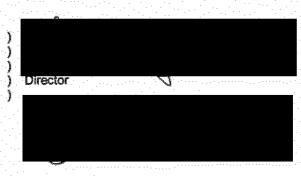
Chargor

EXECUTED as a DEED by CORY ENVIRONMENTAL LIMITED acting by

in the presence of:

Signature of witness

Name of witness (in BLOCK CAPITALS)



SARAH CANT

Address of witness



## SIGNATURE PAGE TO CEL DEBENTURE

Security Trustee

EXECUTED as a DEED

by HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by

its attorney/<del>director</del>-

Attorney/Director

Witnessed by:

Rajvir Padda

Witness Name: .....

Witness Address:

# ANNEX 1

# SPECIFIC PLANT AND MACHINERY

| Section | Proceedings | Proceedings | Proceedings | Proceedings | Process | Proceedings | Process | Process | Process | Proceedings | Process |

			X-100-0			Asse	st Spend - By Mo	onth					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
							OF THE PARTY OF TH						
17/001							£46,395.00						£46.295.00
17/002		£109,440.00	£54,720.00		£54,720.00	£54,720.00							£273,600.00
17/003				£17,200.00									£17,200.00
17/004		£187,260.49	£95,312.35	£235.623.69		£230,845,42							£749,041.95
17/005								£175,300,75		£8,000.00			£373,631,45
17/006								£11,387.50			£525.15	£714.46	£12,627.11
17/007									£5,416.20			£30,866.80	£36,283.00
17/008											£13,890.00		£13,890.00
17/009													00.03
17/010												139,539,140	£36,539.14
17/011													£0.00
17/012												\$28,400.00	£28,400.00
17/013													£0.00
17/014	i											\$112,541.00	£112,541.00
	50.00	£294 700 49	6150 032 35	£252.823.69	654 720 00	£285.565.42	£46.295.00	£186.690.25	£195.744.90	£8,000,00	£14.415.15	£209.061.40	£1.700.048.65

Nominal Cor Date Period		Туре	Batched	Header No. Header Ref.	£	Debit	£ Credit	Reconcile	d Project Co	de Cost Ce	ntre Audit No. Is	nternal Ref. Batch Ref.
Account Cod Analys	ris Stock or		Order No.									
1701 11/06/2018 C7	PL	INV		62181	63359	17,650.00	1.5				. 0	42978 A02270H
SOL015	1701	CAPEX18/005 - MRF - A/C UPGRADE 10% IN ADVANCE FOR COMMENCEMENT OF WORK ON SITE				17,650.00	-		001701K	BSS	383147	0
1701 28/06/2018 C7	PL.	INV		62454	633	7,771.40					0.	43183 A02390H
810015	1701	DRY VAPOUR CONTROL SYS.				7,771.40			001701K	BSS.	384010	0
1701 28/06/2018 C7	PL.	INV		62524 OP/0371433		7,495.00					0	43253 A02400H
HPC015	1701	CAPEX18/006 - SUPPLY NEW WORKSHOP COMPRESSOR AND MRF CONTROL MODULE, TO REPLACE OLD COMPRESSER	R WITH NEW :	SYSTEM INCLUDING DRAIN		7,495.00			001701F	BSS	384089	0
1701 28/06/2018 C7	PL	INV		62754	63377	70,600.00	· ·				0	43483 A02430H
SOLOIS	1701	CAPEX18/005 - MRF A/C UPGRADE FINAL PAYMENT				70,600.00	4		001701K	BSS	384370	0
1701 09/07/2018 C7	PL	INV ·		62337	500289	12,993.00					0	43071 A02310H
BLO02\$	1701	CAPEX 18/003 INSTALLATION OF NEW LEGO BLOCKS FOR BALE STORAGE AREA				12,993.00			001701K	BSS	383498	0
1701 19/07/2018 C7	PL	INV		62732	2322145	31,255.35					0	43461 A02420H
RUS025	1701	CAPEX18/004 - BALANCE AFTER 15% DEPOSIT ALREADY PAID (36771.00 - 5515.65) = 31255.35				31,255.35			001701K	BSS	384338	0 .
1701 19/07/2018 C7	PL	NV.		62818	1901452	42,500.00					. 0	43547 A02450H
GRE03S	1701	CAPEX18/001 - JCB35D 4X4 WASTE MASTER				42,500.00			001701F	BSS	384456	0
2401 02/07/2018 C7	PŁ	INV :		61992	1573	1,979.13					0	42789 A0223OH
	2401	FGSL INV 2746657 - LAPTOP S. THORPE				989.56	-		002401E	BSS	382495	0
RIV03S	2403	FGSL INV 2746657 - LAPTOP M. KIRWAN				989.57			002401E	BSS	382496	0
4901 19/06/2018 C7	PE	INV		62115	18299	1,774.95					0	42912 A0225OH
	4901	CAPEX17/006 SUPPLY AND INSTALLATION OF SOCKETS TO WEIGHBRIDGE - CONTROL ROOM.				1,774.95			004901A	BSS	383054	0

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ļ					£1,014.60		242,000.00						£1,014
-		£1	2,993.00		21,014.00	£3,220.60	£20,764.40						£36,978
1			2,770.00	£5,515.65		20,220.00	£31,255.35						£36,771
-				20,010.00	£88,250.00		£88,250.00						£176,500
-					200,200.00		£7,495.00						£7,495
					£1,205.63								£1,205
1													£O
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	£0.00	£0.00 £1	2,993.00	£5,515.65	£90,470.23	£3,220.60	£192,243.88	£0.00	20.00	£0.00	£0.00	£0.00	£304,443

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264,285.00		60	01/00/10		2	005701K	10730
0.00		59	31/08/18	Plant & Machinery	BSS	005701G	005701
29,435.00		58	31/08/18	Plant & Machinery	BSS	005701E	005701
85,557,00		57	31/08/18	Plant & Machinery	BSS	005701F	005701
0.00		56	31/08/18	Plant & Machinery	BSS	005701D	005701
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	0.00	49	31/08/18	Plant & Machinery	WAI	300070A	300070
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3,779.00		47	31/08/18	Short Leasehold L&B	BSS	005301L	005301
83,284,00		46	31/08/18	Short Leasehold L&B	BSS	005301K	005301
2,924.00		45	31/08/18	Short Leasehold L&B	BSS	005301G	005301
3,749.00		44	31/08/18	Short Leasehold L&B	BSS	005301E	005301
48,312.00		43	31/08/18	Short Leasehold L&B	BSS	005301F	005301
0.00		42	31/08/18	Short Leasehold L&B	BSS	005301D	005301
0.00		<b>4</b>	31/08/18	Short Leasehold L&B	BSS	005301H	005301
	3,429,00	45 %	31/08/18	Short Leasehold L&B		300030A	300030
	350.00	8 8	31/00/10	Short leasehold 18 B	200	AUCUOUC	CCOOOC
	2,724.00	30/	31/00/10	Short Leasendia L&B	N TO N	3000000	200020
	3,747,00	270	31/08/18	Short Leasehold L&B		AUCUNUS	SOUCO
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	0.00	) (J	31/08/18	Short Leasenoid L&B	TV W	3000304	300030
	0.00	: ca	31/08/18	Short Leasehold L&B	Ħ	300030A	300030
21,728.00		122	31/08/18	Long Leasehold L&B	BSS	005201C	005201
	21,728.00	<u>w</u>	31/08/18	Long Leasehold L&B	CHA	300020A	300020
293.00		30	31/08/18	Computer Equipment	888	006401L	006401
0.00		29	31/08/18	Computer Equipment	BSS	006401K	006401
240.00		28	31/08/18	Computer Equipment	BSS	006401E	006401
1,804.00		27	31/08/18	Computer Equipment	BSS	006401F	006401
185.00		26	31/08/18	Computer Equipment	BSS	006401D	006401
0.00		25	31/08/18	Computer Equipment	BSS	006401G	006401
625.00	40.000	224	31/08/18	Computer Equipment	BSS	006401J	006401
	293.00	23 1	31/08/18	Computer Equipment	Z :	300140A	300140
	000.0	3 E	31/00/10	Computer Equipment	N (2	3001402	300140
	3,000,00	ع ي	31/00/10	Composer Equipment	E SAS	3001404	200140
	00.281	3 3	31/08/18	Computer Equipment	TAW.	300140A	300140
	0.00	8	31/08/18	Computer Equipment	PE	300140A	300140
	625.00	17	31/08/18	Computer Equipment	HEA	300140A	300140
0.00		6	31/08/18	Office Equipment	BSS	006601L	109900
1,852.00		5,	31/08/18	Office Equipment	BSS	006601G	109900
0.00		4.	31/08/18	Office Equipment	BSS	006601F	006601
000		3 F	31/08/18	Office Equipment	BSS	006601J	006601
308.00	000.00	- v	31/08/18	Office Equipment	a l	006601K	006601
	308.00	= 7	31/00/10	Office Equipment	202	3007 SON	300150
	1,852,00	5 4	31/08/18	Office Equipment		3001504	00100
	0.00	0.00	31/08/18	Office Equipment	SMU	300150A	300150
	0.00	7	31/08/18	Office Equipment	HEA	300150A	300150
0.00		0	31/08/18	Motor Cars	BSS	006301J	006301
	0.00	Ch	31/08/18	Motor Cars	HEA	300130A	300130
0.00		4	31/08/18	Commercial Vehicles	BSS	006201F	006201
0.00	5.4	ω (	31/08/18	Commercial Vehicles	BSS	006201H	006201
	0.00	ა –	31/08/18	Commercial Vehicles	S F	3001202	300120
	0000			SOLUTION INCIDENTAL			

19,703.00

FIXED ASSET REGISTER - 2018

8 PROFIT MONTHS ON SALE DEPN DESCRIPTION LAND & BUILDINGS (FREEHOLD)
MUC CROWN HOUSE/GOLDEN GATE
MUCKING
BELVEDERE
CHARLTON ESTATE
TOTAL FREEHOLD LAND & BUILDINGS 175,390 13,648 1,144,000 7,678 1,340,716 175,383 13,647 0 175,383 13,647 1,144,00 7,578 1,151,688 LAND & BUILDINGS (LONG LEASEHOLD)
CHARLTON ESTATE 1,310,34 LAND & BUILDINGS (SHORT LEAS SAC THEURY WALSHOOK WHARE WIRWA - Smulgalers Way WIRWA - Cringle Dock PENSBURY PLACE MARE RESOURCE RECOVERY CENTRE PURPOWN HEREDY AND INVIADE 160,0 160,082 160,082 0 54,616 6,156,394 1,246,441 261,836 2,416,176 4,989 0 \$4,608 3,188,052 1,241,271 257,492 748,643 87 0 54,608 3,236,364 1,245,020 260,416 831,927 437 54,616 4,154,394 1,246,441 261,836 2,416,176 4,989 63,597 8,362,131 0 8 918,030 1,420 1,584,249 4,552 35,188 2,544,869 63,597 8,362,131.15 TOTAL LAND & BUILDING 11,013,187 455,514 PLANT & MACHINERY
TILBURY
CHARLTON ESTATE
WALBROOK WHARF
WRWA - Smugglers Way
WRWA - Cringle Dock
PENSBURY PLACE
MAF
MOSTURIA-1002 -1 0 0 85,553 29,428 0 264,284 19,708 398,966 161,019 306,626 2,179,097 955,587 11,735 1,915,905 59,102 \$,589,071 0 161,024 306,636 3,172,675 1,121,306 11,737 4,706,759 0 161,019 306,626 2,093,540 926,152 11,735 1,691,620 39,399 \$,190,091 0 49,995 152,547 0 348,680 6,676 557,898 0 85,557 29,435 0 264,285 993,578 163,719 2,790,85 125,81 4,075,97 NORTHUMBERLAND WHARF COMMERCIAL VEHICLES TILBURY 258,450 234,882 493,332 WRWA - Smugglers Way
TOTAL COMMERCIAL VEHICLES 234,882 493,332 398,966 TOTAL PLANT AND VEHICLES 9,600,483 CARS OFFICE EQUIPMENT & FURNITURE
CROWN HOUSE
HEAD OFFICE
MAR
WRWA - Smugglers Way
PENSBURY PLACE
TOTAL OFFICE EQUIPMENT & FURNI 9,041 69,952 308 10,770 9,197 8,700 107,968 0 0 36,978 0 13,890 0 9,045 69,960 36,978 10,773 20,775 8,701 0 0 308 0 1,852 0 -1 308 0 1,852 -6 2,154 11,57 2,160 48,26 COMPUTER EQUIPMENT
HEAD OFFICE
SMUGGLERS WAY
CRINGLE DOCK
MRF
PENSBURY PLACE
WALBROOK WHARF
MORTHLIMMER AND WHA 4,801 16,354 11,927 3,150 0 808 614 1,806 242 1 -1 185 293 3,140 4,176 14,550 11,687 3,150 0 623 625 1,804 240 0 0 185 0 2,220 0 0 0 4,987 18,902 13,821 3,156 0 831 6,385 186 2,548 1,894 4,987 16,682 13,821 3,156 0 831 6,385 LEASED ASSETS

BARLING	44,302	0	0	0	44,302	44,301	0	0	0	44,301	1	D	0	0	0
TOTAL LEASED ASSETS  ASSETS IN COURSE OF CONSTRUCTION	44,302 0	19,297	0	0	44,302 19,297	44,301	0	0	0	44,300 0	0	0	0	0	0
TOTAL ASSETS IN COURSE OF CONTRUCTION	0	19,297	0	0	19,297	.0	0	0	0	6	0	0	0	0	0
TOTAL ALL #SSETS	20,809,200	530,283	b	b	21,419,482	12,434,502	568,063	ō ,	6	13,002,685 8,61	8,121	128,136	600	800 3S	9,773

0.00

8,437,418

CONTRACTOR OF STREET	SHAFTE.	ARABIA OF SERVICE	

Page 1 of 2

CONT ENVIRONMENTAL WASTE MANAGEMENT	
FIXED ASSET REGISTER - 2018	
NO OF MONTHS YEAR TO DATE   CLOSING   CLOSING   THIS   CLOSING   SOOK	SOLD PROFIT MONBIS IMAX (OVA ICALC DEP ILAST+ ICIM
DESCRIPTION DATE DEFT-X SALENCE ADDITIONS SALES INTER-CO BALANCE MANNE YEAR SALES INTER-CO BALANCE VALUE	IN PROCEEDS ON SALE DEP DEP +86 DEP FOR PD THIS DEP
PREFICIO LAND & BILDINGS MICKING	
CROYNN HOUSE	6 0 5 12471 6 12606 5.584 130,400 124911 1 0 0 30,477 8 50,477 2356 52,833 50,477 1 0 0 13,647 6.071 14,244 13,647 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
TOTAL LAND & BUILDINGS 1897,038 0 0 1 1897,038 0 0 0 1897,038 0 0 0 1897,038 (	8 0 0 0 3 189,035

NO OF MONTHS YEAR TO DATE	COSI	CLOSING OPENING THIS	DEFRECIATION.  CLOSING 800K	SOLD PRORT MONTHS IMAX   O/B   CALC DEP  LAST+   CUM
DESCRIPTION	DATE DEPN % BALANCE ADDITIONS SALES	INTER CO BALANCE BASANCE YEAR	SALES INTER CO BALANCE VALUE	IN PROCEEDS ON SALE DEP DEP +84 DEP FOR PD THIS DEP
FREEHOLD LAND & BURLDINGS BELVEDERE - Ford Land	<b>8%</b> 1,144,000 0	1.144,000 0 0	0 1,144,000	0 0 1,143,999 8 0 0 0 0
TOTAL SHORT (EASEHOLD LAB - SAC	1,144,000 0	0 0 1:144.000 0 0	0 0 0 1.144,000	. 0 0 0 0

NO OF MONTHS YEAR TO DATE	n				ÇÇŞI	3000000				Di	PRECIATION			1-								
DESCRIPTION	DATE	DEPN %	OPENING BALANCE	ADDITIONS.	SALES	INTER CO	CLOSING BALANCE	OPENING BALANCE	THIS YEAR	SALES	INTER CO	CLOSING BALANCE	BOOK VALUE	SOLD	PROCEED	PROFIT ON SALE	MONTHS DEP	MAX DEP	+86		OR PD THIS	CUM DEP
FREEHOLD LAND # BUILDINGS CHARLION ESTATE LAND (LOWBARD WALL)		0	7,678				7,678	Ó	. · i				0 7,678			,	0	0 7,6	577 <b>6</b>	ġ	0	0 0
TOTAL LAND & BIRDINGS CHARLTON			7.678	. 0	0.	0	7,678				0	0	0 7,678		0	0	5	8				
LEARING LANGE & LIBIDINGS  CARRELOG LANGE & LIBIDINGS  LANGE LOVARION WALL SOAD OF  CARRELOG LANGE SEPT 2023  OPICIES ECC. REVERSION  FOR CONTROL  FOR CONTROL  FOR CONTROL  FOR CONTROL  OPICIES ECC. REVERSION  OPICIES ECC.	DEC 04 NOV 05 DEC 06 SEP 07 DEC 07 DEC 08	20%	10,600 23,100 23,100 34,500 34				10,400 20,100 20,100 46,470 46	10.599 18.8792 46.9797 10.811 16.265 30004 3.5004 3	188			10.55   10.15	17 3,983 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0 30,000	999 6 8 999 9 8 9999 8 9	18932   1893	990.416 479C \$15,53333 \$45,533333 \$45,533333 \$45,533333 \$45,53333 \$45,53333 \$45,53333 \$45,533333 \$45,533333 \$45,5333333 \$45,533333 \$45,533333 \$45,533333 \$45,533333 \$45,533333 \$45,533333 \$45,533333 \$45,533333 \$45,533333 \$45,533333 \$45,533333 \$45,5	10.68   1916.8   19
			States Inc.					<u> </u>		-:			1	J.								
TOTAL LONG LEASENGED LAB - CHARLTON			1,310,341	0	0	0	1,310,341	695,995	21,72		0	0 717,72	592,618		0	0 !	21,7	28				
			664,046					659,283														

CORY ENVIRONMENTAL	WASTE MANAGEMENT

NO OF MONTHS YEAR TO DATE					COST	125.5		there is the	US STATES	DEPE	ECIATION	one learned	J. S. S. S. T.								
DESCRIPTION	DATE	DEPN %	OPENING BALANCE	ADDITIONS	SALES	INTER CO	CLOSING BALANCE	OPENING BALANCE	THIS YEAR	SALES	INTER CO	CLGSING BALANCE	BOOK VALUE	SOLD	PROCEEDS ON SALE	MONTHS	DEP	+86 DEP	FOR PD B		DEP
LAND & BUILDINGS (SHORT LEASEHOLD) SAC		10%	160:082				160,082	160,081		0		160.081	1		(		0 160.081	8 16	0,081 10672.1333	170,753	140,081
	-											200000		,			77				

CORY	ENVIRONMENTAL	WASTE M	ANAGEMENT

						LIVER HOSE	er negrater - 20	10															
NO OF MONTHS YEAR TO DATE	100	7				COST					DEPR	CIATION	(100 Start)		3								
DESCRIPTION		DATE	DEPN %	OPENING BALANCE	ADDITIONS	SALES	INTER CO	BALANCE	OPENING BALANCE	THIS YEAR	SALES	INTER CO	CLOSING BALANCE	ROOK VALUE	SOLD	PROCEEDS ON SA		DEP	+84		OR PD THIS	+ ICUM DEP	
LAND 1. BUILDINGS (SHORT LEASEHOLD) TRAVEY			0% 0.000%						0	0	0		0	0			0	4-1	-1 B	0 0	0	0	-1 -1
TOTAL SHORT LEASEHOLD LAB - TILBURY				0					0	,	0	0	5 0	0		0 0	0	-2					

NO OF MONTHS YEAR TO DATE	В		1	Not the Lat		čost				e Vinterior (Const	DEPS	ECIATION		S. Orași de la constant de la const	ŀ								
DESCRIPTION	_	DATE	DEPN%	OPENING BALANCE	ADDITIONS	SALES	INTER CO	CLOSING BALANCE	OPENING BALANCE	THIS YEAR	SALES	INTER CO	GLOSING BALANCE	BOOK VALUE	SOLD		SALE I	ONTHS MA		+B8 DEP	CALC DEP L. FOR FD TI	IST + CU IIS DE	UM EP
LAND A. BUILDINGS. (SHORT LEASEHOLD) WALKEOD. ATLAS 1300LBUNDED FUR TANK METAL DUCTING SYSTEM OVERHAUL NO. 3 DOLLY WHEELS A. DRIVES AIR CONDITIONS (STEED) COMPACION CLAW REFURBISHMENT MODIFY DUST EXTRACTION UNITS Eugle: New Dust Plant Howkeys Security: CCTV	Capex 09/0 Capex 09/0 HA Capex 09/0 Capex 09/0 Capex 09/0 Capex 09/0 11/008 13/002	MAR-09 APR-09 APR-09 Aug-09 Oct-09 Dec-09 Dec-11 Mar-13	25% 25% 25% 25% 25% 25% 25% 25% 25%	1,250 3,750 10,378 2,580 7,150 13,200 13,860 2,448 0				1,250 3,750 10,378 2,380 7,150 13,200 13,660 2,448 9	1,249 3,749 10,377 2,579 7,149 13,199 13,859 2,447	0 0 0 0 0 0			1,249 3,749 10,377 2,579 7,149 13,199 13,859 2,447 0	1 1 1 1 1 1 1			0000000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1,249 3,749 10,377 2,579 7,149 13,199 13,859 2,447	8 8 8 8 8	1,249 208,33333 3,749 425 10,377 1729,4645 2,579 430 7,149 1191,64667 13,199 2200 13,859 2310 2,447 408,073333	1,457 4,374 12,107 3,009 8,341 15,399 16,169 2,855	1,249 3,749 10,377 2,579 7,149 13,199 13,859 2,447
TOTAL SHORT LEASEHOLD L&B - WALBROO	K ·			54.616	0			54,616	54,606	0		0 0	54,608]	8		0 0	Ō	0					
									53,895														

RY ENVIRONMENTAL WASTE	MANAGEMENT																					
	16 .	Prom			FIX	ED ASSET REGISTER	- 2018							0								
	20/06/2005	******			e	051	LOSSESTEMBLES			DEFRICIATION	CC 44 (12 ) 1/1		3									
OF MONTHS YEAR TO DATE	TEST STEEL	2000000000		OFERING			CLOSING	OPENING	THIS		CLOSING	800K	SOLD	T T		SNIHS MAX		0/8	CALCIDER LAS	F4   CUV	-	NBV 0
CRIPTION		DATE	DEPH %	BALANCE . AL	DDBOHS SA	LES INTER-CO	BALANCE	BALANCE	YEAR 1	LES   BATER CO	BALANCE	VALUE	84	PROCEEDS	ONSALE	DEP DEP	+6	DEP .	CR PD THE	[DEP		81/12/2007
WA - Smugglers Way																						
												-	1.		21		nukartor dek	enn's (Y - V)	19,426	128 481	110.554 410.619	TOTAL CONTRACTOR OF
Cobin to vigita Photoschool at Ferre in A Church March & March and Photoschool and		OCT 02	25%	110,535			110,555	110,555	9		110.558 1.416	-0			0	197	1.415 8	1,416	236	3,652	1.415 -173	293
C63 - Set up Clark		OCT 82	25%	940,342			940,342	940.342	.0.		940.342		1		0		0.341 8	940,342			740,341 -117,54	
3358 A Set Six Clists	888	OCT 02 DEC 04	25% 25%	60,546 449,995			60,566 449,995	60,586 440,995	- 9		60,566 449,995	0	31.		- 0		0.565 6	60,846	74,299		60,865 -7,87 449,994 -7,5,149	
SINGLE SHIPS CHES Lawrich & PC Cord	303	OCT 02	25%	449,995 591			. 447,593	590	0.		590	1	1.		. 0	. 6	390 B	570.	99	689	890	, (ECITATION STREET
fermal Edit - Professional Ceeb & 4	5000	DEC 92	25%	23,974			23.974	23.974	9 -		23,974	. 0			. 0		3,973 6	23,974	3,996		23,973 -2,997	
arlen Hasiwak (Protectional Feet	300	DEC 02	25%	54,258			54,358	54,358	. 0		54,358 17,000		1		0		4,357 8	54,358 17,000	9,060		54.357 -6,791	
e Augustation of the state of t	Copex-03/012	DEC 02 MAY 03	25%	-17,000 - 17,181			17,000	17,000	6		17,000		1.		0		7.190 8	17,000	2,844		17.180	1 4018
iding & Hedecotation (SMU) magatar Repairs (SMU)	Copex-03/012 Copex-03/025	MAYOR	25%	(2,79)			62.791	62.791	. 0		62.791	-0	1		- 0		2,790 8	62,791	10,465		62,790	14,390
pess Region - 2nd Compactor (3)	MUI Coper-03/045	AUD 03	25%	73,255			73,205	73,205	. 5		73,305	- 0	1		. 0 .		5.204 B	73,205	12.201		73.204	1 22,626
Canditioning - Computer Roam (S		CCT 03	28%	1,615			1,615	1,615			5.615				. 0		1,614 8	1,615	40,817	1.884 285.716	1,614	45.4 78,365
oalis to Feridiar System cess Repolits - Ord Compactor (SA	Capex-03/037	DEC 03	25%	244,899 : (4,880			244,899 14,080	244,899			244,899 14,080	-0	1		. 0		4079 8	14.099	2347		14,079	4.500
cess Repoils - 4th Compactor (5A		JAN 04	257	3,130			3,130	3,130			3,130	-0	1		. 0		3,129 8	3,136	522	3,652	3,129	1,001
cets Repolts - 5th Compactor (54	(U) Copex-04/8	JAN 64	25%	3,130			3,130		d.		3,130	- 0			0		3,129 18	3,130	522		3.129	1,001
state Systems on Doller (SMU)	Copex-02/051	JAN 04	25%	39,030			29,050		0.0		39,650	. 0			. 0	-	7.842 B	7,843	6,508	45,558 9,150	7.842	32.698
ed Romps (SMU) magaziar Dally Pits (SMU)	Capex-04/007 Capex-04/010	F68 04 .	25%	7,843 . 3,995			7,843	7,843 3,595	0:		3.595					-1	3.594 6	3.595	599	4.194	3.594	
DENN DENNISONS TAND	6666 Copex-03/039	JUL 03	26%	110,083			110.083	110,063			110,083	-0				13,7áb - 11	0.082 8	110,083	18(347	128,430 1	110,082 -13,78	
role: \$190ebo Yearning	Copes-04/008	MAR 04	25%	15,000			15.000		. 0 :		15,000		1		.0		4.999 . 8	15,000	2.500		14,9991,950	
of Exchangers for Compaction	Copex-04/045	AUG-04	25%	9,746° 6,275			9,746	9,746			9,746 4.278		1		0		9,745 & 6,274 B	9,746	1.624 · · · · · · · · · · · · · · · · · · ·	F.321	9,745	3.44B 2.403
Asphalt Speed Ramps (SAU)	Copex-04/080	DEC 04 MAY 05	25%	242.092			242.072		M		242,092		1				2.091 : 8	242,092			242,091 -15,18	
mpactor refurb streent	Copex064031	NOV 06	25%	23,286			23.284	23.286	0		23.286		1		. 0		9.285 8	23,286	3,881		23,285 -5,825	
ble Reeling Chains	Capex-06/030	NOV 66	25%	95a			956	. 956	- 0 -		9.54		1		.0	259	955 8	956	159	3.115	956 -231	
mpactor refulbishment	Copex-07/030	AUG-07	25%	54,840			54,840 47,793	54,840 47,792	3		51,840 47,792				. 0		7,792 B	54,840 47,792	9,140 7,966		54,839 -13710	
ng Travel Bogies - Refurbishment actural Repairs to 5 Dolles	Copex-07/021 - Copex-08/0101	SEP 07 AALOS	25%	16.450			37,793				18.449			6			6.449 8	16.449	2.742		16.449	· SOURCESSINGUESTES
ctural hapoirs to S Dollies	-Copex 09/601	Marion	25%	20,000			20,000	19,999	0		19,999	- 1		D .	0		9.999 - 8	19,999	3.333	23.332	19,999	
salts to fire protection system	Copex 09/014	JUN-09	25%	16,381			13,381	13.385	.0		13,380	2.1	1	0	- 6	0 1	3,390 8	13,383	2.230		13,380	915 <b>975273</b> (9) =
nps + upgrades/reps/freisystem	Capex 09/030	DEC-09	26%	4,331			4,531	7,530	. 0		4,830 7,579		1				4,530 B	7.579	755	5.285	4,530 7,579	Allegan States
oals/Improversent to barrier barr urbish Smugglers Way kitchen	es Copex 09/032 - Copex 10/016	Nov-10	25%	7,580 5,025			5.023	5,024	. 0		5,024		1		. 0		5.024 8	5.024	838	5.842	- 8.024	. 0
tals - New air conditioning units	Copex 10/017	Dso-10	25%	1,849			1.849	1.848	. 0		1,848	. 1	1		0	. 0	1,848 - 0	1,845	308	2.156	1,849	0
M - Supply new fiste to weighteld		Dec-18	25%	1,365			1,365	1,364	0		3/364	. 1	1		. 6	. 0	1,364. 6	1,364	228	1,592	1,364	- 0
itals - New Pollers	Copex 11/005	Aug-11	25%	23,400			23,400 15,000		0.		23,399 14,999	1	1		a a		3,399 B	23,399	2,500		23,399	0 -
<ul> <li>Healing: Refurbish shower cubid</li> <li>Ind Rooring: Chill works to 10°Tio</li> </ul>	ses - Copex 11/004	Sep-11 Dec-11	25%	30,600			15,000				30,399		1.				0.599 8	30,599	5,100	35,699	30,599	0
ect Maini: Weighbridge Windows	1. Copex 13/002	Jun-12	25%	4,078			4,073	4,074	0		4,074	. i	1		- 0	.0	4)074 . 8	4.074	679	4.753	4,078	- 0
tic Management System at Smug	igler Copex 13/007 -	May-13	25%	9,744			9,744	9,743	0		9,743	1. 1	1		. 0		9,743 B 8,729 B	9,743 8,729	1,455	10,184	9,743	
ansen 8V - Reinstate Bulky Bay 12	Copex 13/018 Copex 16/00/	3ep-13 Mov-14	25%	8,730 30,276			8,790 30,276	8,729 27,753	2,522		8,729		1				8.729 B	27.753	5.046		30.275	
iter Reports to Tipping Hoti Spectrum: Dust Supression System		Non-14	25%	12.680			12,480		2,113		12,151	529			0		2,879. 8	10,038	2,113		12,151	. 0
UF COSTS - New CA Sile		2011	5%	1,310.320			1,310,320	349,159	43,677		392,836	917,484	1		- a	43,677 1.31	6,319 B	349,159	43,677	392,836	192,836	0.
					100				And the													.0.1
		***************************************							17.316		D 7.735.866	918.030	-	0 0		336,594 4,15	(a 248)					
TAL SHORT TERM ADDN'S SMUGGL	LERS -			4,154,394	0	. 0	0 4,154,394	3,188,052	48,312		0 3,235,364	918,030	/L	U1 - U1	Q	\$300,074 4,13	4,340					

SOAT BUYER CHURCHER HEATE	INDIAN SERVICE	a.																						
						FIXED AS	SET REGISTER - 2	870							- 0									
	To 30/06/2005	. From easeese		E STATE OF STATE	STATE OF THE STATE	COST	en de la companya	LANCE CONTRACT			DEPR	ECIATION			l:									
NO OF MONTHS YEAR TO DATE	. 8	200 V/20							OPENING 1				T CLOSNG T	800K 1	SOLD	I PRO	69 7 1150	THS IMAX		P576	ICALC DEP II	1 FF . 12	9M 3 :	NAV #
DESCRIPTION		DATE	DEPN %	BALANCE :	ADDITIONS	SALES	BREE CO.	CLOSING BALANCE	BALANCE	THIS - YEAR	SALES	INTER CO	BALANCE	VALUE	. IN	PROCEEDS ON S				86 DEP			EP.	31/12/2007
SHORILEASE - ADDITIONS WRWA - Crisole Dock																		.0 = fo	mula foi ca	skynnn S (Y = V)				
Boson is to the Companies of the State of th	СоркичО2/0. СС АркичО2/0. СС АркичО2/0. СС СОРКИ СОРК	MAY 03. MAY 03. MAY 03. MAY 03. JUN 03. AUG 03. AUG 03. AUG 03. AUG 03. AUG 04. AUG 04. AUG 04. AUG 04. AUG 04. AUG 05. AUG 05. AUG 06. AUG 06	26% 26% 26% 26% 26% 26% 26% 26% 26% 26%	27.789 107.044 213.700 50.300				27,739 107,046 170,046	27,799 107,842 17,366 17,366 17,366 17,366 17,366 17,367 18,367 1	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			22,799 107-068 170-068						27.758 107.045 71.1022 30.463 113.109 50.297 71.1023 27.797 54.165 26.749 4.934 9.142 20.459 30.755 72.791 27.780 14.724 19.069 14.724 19.069 14.724 19.069 14.724 19.069 14.724 19.069 14.724 19.069 14.724 19.069 14.724 19.069 14.724 19.069 14.724 19.069 14.724 19.069 14.724 14.724 14.724 14.724 14.725 14.724 14.724 14.725 14.724 14.724 14.725 14.724 14.725 14.726 14.726 14.726 14.726 14.726 14.727 17.775	## 71,020 ## 21,300 ## 52,	17,841 11,897 10,022 3,55,53 8,283 11,99 9,621 4,662 9,031 4,462 823 11,927 3,448 2,448 2,446 2,149 4,192 2,292 2,297 8,207	32,386 (24,887 82,840 31,685 248,733 58,683 57,345 32,647 31,232 5,785 31,232 5,785 31,232 5,785 31,232 5,785 10,640 31,232 10,640 31,232 10,640 31,245 10,745 11,645 20,271 10,745 11,645 20,274 11,645 20,274 11,645 20,274 11,645 20,274 21,645 21,6	27,758 107,045 71,022 30,643 213,199 50,721 50,721 52,729 54,185 56,743 4,744 9,142 21,452 30,253 14,724 19,089 14,724 19,089 14,724 19,089 12,499 4,749 4,749 10,253 10,279 11,279 11,279 12,499 4,24	3.00 (10) (10) (10) (10) (10) (10) (10) (1
TOTAL SHORT TERM ADDN'S CRINGIS				1,246,441	0		9	1,346,441	1,241,371	3,749		0	0 1,245,0201	1,429 [	9	91	0	.204 1	45,409					
									1,202,345															

					1015	COST		(CSC)	PARTY STATE	STASSES I	CES	RECIATION	110000000000000000000000000000000000000											
NO OF MONTHS YEAR TO DATE	GROUP BEING			OPENBIG T				T CLOSING	OPENING T	21415			CLOSING	800K	SOLD		PROFIT 1	MONTHS IN	IAX T	10.	/8 IC/	NIC DEP TEA	S(+ IC:	UM I
DESCRIPTION	Mana	DATE	DEPN %		ADDITIONS	SALES	INTER CO	BALANCE	BALANCE	YEAR	SALES	INTER CO	BALANCE	VALUE	IN	PROCEEDS	ON SALE	CEP D	EP	+86 DS	iP FO	R PD THE	s DI	EP.
SHORTLEASE - ADDITIONS FENSBURY PLACE																								
TOMY GALVANISED FENCE & GATES	CAP-04/076	JAN 05	8.334%	4.870				4,870	4.869	0			4,869	,			0	0	4,869	8	4.869	271	5.140	4.869
CONCRETE & DRAINAGE S/H + MESS ROOM & TOKET CABINS	CAP-05/028 CAP-06/005	DEC 05 MAR 06	8.334%	216,301 6,620				216,301	21 6,300 6,532	0 87			216.300				0	0 87	216,300 6,619	8	216,300 6,532	12,018 368	228.318 6,900	214.300 4,419
Repairs to concrete tipping bay floor	Capex09-013	Jul-09	12.500%	34,045				34,045	29.791	2.837			32,628	1.417			0	2,837	34,044	8	29,791	2,837	32.628	32,628
TOTAL SHORT TERM JEASE PENSBURY				261,836	0		0 1	0 261.836	257.492	2,924		c 0	260,416	1,420		9 0	O.	2,924	261,832					

Day Group Lease - Expiry Dale 25/12/2018 Network Rail Lease - Expiry Date 24/12/2017

BOOK SOLD PROPET MICHIES MAX VALUE IN PROCEEDS ON SALE DEP DEP +84 DEP FOR PD THIS DEP
1,573,847         0         79,624         2,388,725         8         733,255         79,624         814,879         814,879           625         0         1,633         12,379         8         10,127         1,633         11,780         1,780           9,782         0         2,007         15,049         8         3,261         2,007         3,248         3,268
1,584,247 0 0 0 63,284 2,416,173

					(IAM)	COSET HEOTOTEK	2010													
NO OF MONTHS YEAR TO DATE	3	{			cost					DEPRE	CIATION	\$30,000 Jan. 28								
DESCRIPTION	DATE	DEPN %	OPENING BALANCE	ADDRIONS	SALES	INTER CO	CLOSING BALANCE	OPENING BALANCE	THIS YEAR	SALES	INTER CO	CLOSING BALANCE	BOOK VALUE	SOLD PROCEEDS ON SALE		AAX IEP		CALCIDEP LAS FOR PD THIS	ST + CLAM S DEP	
SHORTLEASE - ADDITIONS Northumberland Whart																				
lsys: Gatehouse system NorthWharf Solar Windows; UPVC Windows In Tipping 14/002 Solidar Services Ltd. Install Air Con System 14/003 Northarriberiand Whart Transfer Station	May-12 Apr-14 Jun-14 Nov-17	23.375 20.075 20.075 10.575	19,991 3,958 1,895 37,753				19,991 3,958 1,895 37,753	19.990 2.970 1.358 662	0 528 253 2,648			19,990 3,498 1,611 3,310	1 460 284 34,443		0 -0 0 528 0 253 0 2,648	19,990 3,957 1,894 37,752	8 19,990 8 2,970 8 1,358 8 662	4,438 528 253 2,646	24,428 3,498 1,611 3,310	19,990 3,498 1,611 3,310
TOTAL SHORT TERM LEASE NORTHUMBERLAND WHARF		[	63,597	0		0	0 63,597	24.980	3,429		0	28,409	35,188	0 0	0 3,428	63.593				

CORY ENVIRONMENTA	1 WASTE	MANAGEMENT	

						FIXED ASS	ET REGISTER -	2018																
			1			COST					DEF	RECIATION												
STAG OF RASY 2HTROM TO OR	8			OPENING I				CLOSING	OPENING 1	THIS	1		CLOSING	BOOK	SOLD	PRO		NIHS MAX		O/8		DEP LAST+	CUM	
DESCRIPTION		DATE	DEPN%	BALANCE	ADDITIONS	SALES	INTER CO	BALANCE	BALANCE	YEAR	SALES	INTER CO	BALANCE	VALUE	BN PI	ROCEEDS ON S	LE D	IEP DEP		+B6 DEP	FOR PD	D THIS	DEP	
SHORTLEASE - ADDITIONS Resource Recovery Centre (RRC)																								
Northamberland Wharf RRC		Nov-17	10.5%	4,989				4.989	87	35	>		437	4,552			0	350	4,988	8	87	350	437	437
TOTAL SHORT TERM LEASE NORTHUMBER	RLAND WHARF		[	4,989	0	0		4,989	87	35	2	3	0 437	4,552	0	0[	O.	350	4,988					

| Page |

				enterior in the same	U. 2012 SEC. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10	COST					DEP	ECIATION		0.000 500 000	l									
NO OF MONTHS YEAR TO DATE	8																			-				
	***************************************			OPENING			INTER CO	CLOSING	OPENING	THIS	SALES	INTER CO	CLOSING BALANCE	VALUE	SOLD	PROCEEDS		NONTHS IM	AX			ALC DEP LAS	SI + CU	
DESCRIPTION		DATE	DEPN %	BALANCE	ADDITIONS	SALES	I INTER CO	BALANCE	BALANCE	TEAR	1 297.62	I BAIER CO	DALVANCE I	VALUE	100	[ PROCEEDS]	CH SALE I	VEF SUS	J	400 EDE	F	WALCH THOS	) Total	
PLANT & MACHINERY																								
CHARLTON ESTATE													T											
TRANSFORMER CHAMBER		54	4%	900				900	899		9		899	1			0	0	899	8	899	24	923	899
COMPRESSOR HOUSE		55	4%	1.324				1,324	1,323		9		1,323	3			0	0	1.323	8	1,323	35	1,358	1.323
DOCKS		59	4%	54,304				54,306	54,305		9		54.305 34.396	1			0	0	54.305 34.396		54.305 34.396	2.293	55.753 36.689	54,305 34,396
CRADLES SUPWAYS		80	10%	34,397 70,097				34,397 70,097	34,396 70,096		3		70.076	1.			0		70.096	å	70,096	9,346	79.642	70,096
2016-ANYL2		L	2076	70,097				70,077	70,070				70,0701		1				10.074		14,070	7,040	177-4	10,074
TOTAL PLANT & MACHINERY CHARLION				161.024	0			161,024	161,019		0	0 0	161,019	5		0	0	0						
, , , , , , , , , , , , , , , , , , , ,			,	NAME OF THE OWNER	WARRANT WARRANT AND A STATE OF THE STATE OF	-		Company Company	NAME OF TAXABLE PARTY.				www.comonwealcole-		,									

				derive fexage and		COST	100000000000000000000000000000000000000	22 / 12 / 12 / 12 / 12 / 12 / 12 / 12 /			91	PRECIATION			1									
NO OF MONTHS YEAR TO DATE	0														*					-				phonoconomy
DESCRIPTION	_	DATE	DEPN %	OPENING BALANCE	ADDITIONS	SALES	INTER CO	ELOSING BALANCE	OPENING BALANCE	YEAR	SALES	BATTER C	CLOSING SALANCE	BOOK VALUE	N P	ROCEEDS ON		SHITHS MA	P J	+84 0		R PO THE	B 06	UM 6P
PLANT 4. MACHINERY WALERGOK WHARF	Copex No													1	1									
BARRIER FOR TIPPING BAY	02/001	MAR 02	20%	5,538				5,538	5.537	0			5,537	1	1		0	0	5,537	8	5,537	738	6.275	5,537
FINNING - CONTAINER FORK UFT TRUCK	02/017	NOV 92	15%	144,075				144,079	144,074	0			144,074	4 1	1		0	0	144,074	8.	144,074	14,408	158,482	144,074
2 X BARRIERS FOR TIPPING BAY	02/001	MAR 03	20%	12,930				12,930	12,929	0			12,929	1	1		0	0	12.929	0	12,929	1,724	14.653	12,929
COMPACTOR MAJOR REPAIRS	64/002	FEB 04	20%	29,792				29,792	29,791	9			29,791	1	1		0	0	29,791	8	29.791	3,972	33.763	29,791
FRESSURE WASHER	09/007	APR 09	20%	2,110				2,110	2,109	0			2,109	1 1	1		9	0	2,109	9	2,107	281	2,390	3,109
Tatal Cranes: Replacement Holst Mater/Drive	11/003	Dec-11	20%	39,316				39,316	39,315	0			39,315	1	1		0	0	39,315	8	39,315	5,242	44,557	39,315
Total Cranes Long travel inverter drive system	11/006	Dac-11	20%	20,930				20,930	20.929	0			20,929	1	l		9	9	20,929	8	20,929	2,791	23,720	20,929
Total Cranes:Long travel inboard rail gallath cra		Dec-11	20%	6,496				6.494	6,495	0			6.493	1	1		0		6,495	8	6.495	866	7.361	8,495
Total Cranes: Confainer Crane Cables	12/005	JUL-12	20%	10,649				10,649	10,647	0			10,647	1	ł		0	0	30,648	8	10,647	1,420	12,067	10,648
ACB 520-40 Telescopio Loadali+Ball Clamp (CR)	14/7004	APR Q4	25%	34,800				34,900	34,800	0			34,600	9	0		0	-1	34,799	8	34,800	8.800	10,600	34.799
		L							L					1	j									
TOTAL PLANT & MACHINERY WALSEOOX				306,636	. 0			0 306.436	304,624			0	8 308,624	10	9	0	a	-0						

						IXED MODES NO	G131EK - 2010																		
			1		100000000000000000000000000000000000000	COST	SKEW HOUSE	N	STATE OF STREET		DEPT	ECIANON			1										
NO OF MONTHS YEAR TO DATE	20100 B 20100	3 .	1												· .										
	ELISON CONTRACTOR CONT			OPENING				CLOSING	OPENING:	TH\$5 .			CLOSING	BOOK	SOLD		PROFIL MO	OFF DEP		+84 D05	FOR PD		G8A :	- 1	NSV III
DESCRIPTION	_	DATE	DEPH %	BALANCE	ADDITIONS .	SALES	INTERICO.	8ALANCE .	BALANCE.	YEAR	SALES	INTERICO	BALANCE	VALUE		PROCEEDS	IN SALE   I	DEP DEP		+B6 DEP.	FOR FD F	SIR D	E7	-1	81/12/2007
PLANT & MACHINERY																									
WRWA - Springplers Way										<del></del>					1:										
2 × 20" REFRIGERATED CONTAINERS (SMU)	Cioper02/046	DEC 02	10%	27,000				27.000	26,999	10			26,999	1	1		0	.0. 3	6.999	8 . 26	99 1,800	28,797	26,999		
6 x ROLONDF CONTAINERS (SMU)	Copex02/052	JAN 03	10%	13,650				13,450	13,649	0			13,849	-1			. 0 .			ß 13:		14,559	13,649		
6 x ROLONOF CONTABIERS (VALEST)	Caper03/008	ED SAM	10%	13,800				13,990	13,799	.0			13,799	.1			0			8. 13.		14,719	13,799		
CIDISTANCE CRASE REPLACEMENT FROS (BASI)	Capex02/056	APR-03	25%	17,317				17.317	17.316	. 0			17,318	. 1	I.		0			8 127		20,202	17,316		
REFURNISH 2 EXTRING CHILFORY TRUCKS (BM/O	Capex03/011	Aug 03	25%	43,900				43,900	-43,900	. 8			43,900	a			- D -			Đ 13.		51,216	43,899	. 1	S19100000
2 X JOEUB YORD ROLONOF CONTAINERS (SMILL)	Capex03/041	OCT 03	10%	5,880				5,880	5.879	0			5,879	. 13	ľ		. 0		5,879	8 5:		5.716	5,879		
2 X 30cub yord: 3 COMP BOTTLE BANKS (SMU)	Соренов/041	DCT03	10%	.5,363				5,360	8.359	. 0			2.524	-1			. 0			8 2		2,692	2,524		
3Doub yord PLASTIC BOSTLE BANK (SMU) JCB TLT 3DD 4rs Telefinock (SMU)	Capex03/041 Capex03/055	OCT 03	10%	2,525				2,525	2,524				29.390		I.				9.389	8 29		34,288	29,589		NEON SERVICE S
NEW CONTAINER CRANE - FRES	Caper04/006	MAYOR	25%	3,863				3,869	3.863				3863	ņ	1				3.862 .	8 3		1.507	3.862		0000000
MATERIAL CONTROL SHOW THE PARTY OF THE PARTY	C000003/035	MAY 04	25%	35,200				35,200	35.200	- 1			35,200		ŀ					8 35		41,044	35,199		2131818
15 X 40 CUBIC YARD POLONOF CONTAINERS	Caper01/067	SEP D4	10.0%	42,629				42,639	42.638	- 10			42,638	4.1			0		2,438	8 42		45,481	42,638		iditéchagodaleze
MELER BLUPAK WELDER	Capaid5/056	OEC 05	25%	2,425				2,425	2,424	. 0			2,424	- 1	1		. 0	0	2.424	8. 2.	34. 404	2,829	2.424		
STATIC WORKSHOP PRESS	Caper06/032	. NOV 66	25%	3.000				3,000	2,999	-0			2,999	. 1	1				2.999	6: 2/		3,499	2,999		
CABLE REEUNG CHAINS & CABLES	Capex06/030 -	DEC 04	25%	10,277				10:277	10.276				10,274	1 1			0		0,276	8 (0,		11,989	(0.276		
COBRA DUST SUPPRESSION SYSTEM	Copex07/016	DSC 07	25%	14,995				16,930	16,929	10,111			18,929				0.		6,929	8 16		19.781	18,929		
SANIGGLESS BOITON CRANE	Capex07/026	JAN 08	5%	1,814,541				1.814,541	816,543	60,485			877,028	937,513	1				8,929	8 216		138,751	118.929		
JCB - JE130W WHEELED EXCAVATOR + New engine		AUG 08	25%	118,930				118,930	118,929	. 0			118,929	- 1	1					8 112		131.545	110,759		
CONTAINER CRANE BAILS PILLAR DRILL	Capex09/011 .	Apr-09	25%	110,75a 3,810				112,754	3.809	. 0			3,800	-	l:		0			8 3		8.444.	3 809		
HYDRAUGIC GEAR STAND	Caber04/003	Apr-07	25%	1.500				1,600	1.400	in .			1,499				0	.0		6 1		1.749	1.499		
Compactor refurbishment	Copex.09/015	Mos-09	25%	20,250				20,250	20.249	. 0			20.249	- Ŷ			0	0 1	0.249	8 20.		23,624	20,249		
Replacement of Sensors	Coper09/004	114-02	25%	15.065				15.065	15.044	0			15,044	- F			. 0			8 15	64 2,511	17,575	15,064		
Thermal Imaging Correto	Capex09/024	A00-09	25%	4,290				4.290	4,289	0.			4.239	1.1				-0	4,289	8 4		8,004	4,289		
REFURBISHMENT OF COMPACTORS	Capex09/022	. Oct-09	2886	20,500				20,500	20,499	- 4			20,499	- 4.			0.			8 20.		23,916	20,499		
REFURBISHMENT OF COMPACTORS	Copie:09/022	Oct-07	25%					20,660	20.497	0			20:499	1.1	1.		. 0			8 20,		23,916	20,499		
GWR ENG - 10148 CU YE ROLLOHOFF CONTAINER		Ont-69	25%	28,950				28,950	28,949	0			28,949	1.0	1.		0			8 10		03,774	28,949		
WELDIKET - PORTABLE ARC WELDER	Copies09/031	Dec-09	25%	1,075				1,075	1.074	.0			9,608	- 1	1					8 1/		1,253	9,406		
NEW RADIO EQUIPMENT	Capecit/011	Awg-10	25%	9,407				9,407	9,406	0			13,410		1				2410	8 13		15.645	13.410		
RENOVATION OF COMPACTOR	Coper 10/005 Coper 10/013	Sep-10 Sep-10	25%	70,450				70,490	70,649	d			70.649	1.1					0.649	8 70		82,424	70.649		
GWR Eng: 9"RelignOff Conficines	- Craper 11/013	Dec-11	25%	14,481				14.481	16.480	0			14,480							6 14		16.893	14,490		
Bills UK: 3"Hydraulia Power Packs	Cepes 11/012	Dec-11	25%	63,261				63.261	63,260				60.280	1	1				3,280	8, 83;		23,804	63,260		
BukBay .	-Coper 12/007 .	April2	25%	7.682				7.682	7,481	. 6			7,681	140			0	- 0	7.681	8 .7.		8.941	7,681		
links tal: 2"Hydraulic Power Packs (4 8, 5)	Capex 12/007	Dec-12	25%	46,000				46,000	45,999	0.0			45,979	-1	l.		. 0			8 45		53.646	45,999		
HG Stripby - Steam Cleaner	Copex 13/005	3,615	26%	2.087.				. 2,387	2.386	0			2,384	. 1			- 0		2.386	8 2		2.784	2.396		
Eriks: 3"Hydraulia Pawier Pacis	Caper 13/016 -	Nov-13	25%	71,631				71,831	71,830	. 0			71,830	- 1	1		0			8 71;		55.993	71,830		
Firving UK: Caterpilla: Backhoe Loader	Capex 14/005	Jun-14	25%	52,700				52,700	47.210 36.560	5,489			\$2,699 22,436	700	1					8 18		22,436	- :22,436		
NDC Crones: 6" Long Bravel Wheels NDC Crones: 4" Cross Bravel Wheels	Copex 14/016 Copex 14/017	Hov-14	25%	18,725				23,136 18,725	15.037	3,121			18,158	367	1.					8 151		18.158	18.158		
Price Cyanes (4" Cross staves venees)  Britis UK: 2"Hydrau Pc Power Packs (9-8, 10)	Copes 14/917	Ngv-14	25%	47.548				47,046	37.642	7,924			45,566	1,980			6			8 37		45,544	45.566		
FANTUZE CONFANCE HANDRING UNIT	14/1004	AUG 08	25%	195.049				195:049	195,048	0			195,048							8 1951		227,056	795 048		
WarwickWard: Loading Shovel	1477005	May-12	25%	35,500				35,500	35.499	0			35,499	- 10			ė.	0 3	5.499	8 35		41,416	35,499		
Allert Systems: ANPR Camera System	Copex 15/010	Dec-15	25%	15,593				15.893	8,124	2,599			10,723	43870	10,394		0			8 6		10,723	10,723		
JCB38D 4X4 WASTE MASTER	Copel 18/001	3,647	25%		42,990			42,500		1,771			1,771	40,729	1					2	.0: 1,723	1,771	1,771		
SUPPLY NEW WORKSHOP COMPRESSOR AND MRE	E Copex 18/006	3.8-17	25%		7.493			7,498		312			312	7,183	1		.0	312	7.494	2	0 312	:312	312		
				agency .	**		<del></del>	<u></u>							1										
TOTAL PLANT & MACHINERY SHANGGLERS				3,122,680	49.995			3 172 6781	2,093,540	88.537		· ·	2,179,0971	993.578	10.096		-	85,553 3,17	2 420						
IUIAL PLANT B.MILCHINERY SMUGGRESS				.3,122,880	49,995		NAME OF THE PARTY	21/28/01	520,3240	19,007			4,1/7,07/1	174,070	10,570			- d.17	Land.						
				3.111.490					1,774,104																

FIXED AS	SSET REGIS	TER -	2018
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Product   Prod						F	XED ASSET R	EGISTER - 2018																
Part					300000000000000000000000000000000000000		COST					Dire	ECIATION		0.000									
March   Part	O OF MONTHS YEAR TO DATE							7	CLOSUS I	286462	THE			E10/9/2	800V T	- CAR T	1 18807	ANTENTO TO	76V 3	(FD/E	ECALC DE	Dasta to	TOTAL TOTAL	NEV &
March   Marc	SCRIPTION		DATE	DEPN %		ADDITIONS	SALÉS	INTER CO				SALES	MITTER CO								FOR PD	THIS C	69	81/32/2007
Non-Company   1965	ANT & 444 CHINERY																							
Second Control   1995							· · · · · · · · · · · · · · · · · · ·	·····			****													
AM 2019 OF PRINCES CIPY AM 201		Capex02/053	MAY 03	25%	32,000				32,000	32,000					0	Q	0	-1		.6	2.000 5,33	3 37,333		
**TICHELLING PLACES AND ALL STATES A			MAR 03	26%	55,200				55,200		.0			55,200	-0	.0	0	-1						
TROPPORT AND ADDRESS NAME   1000	SE ALARM & DETECTION SYSTEM	Caped01/015	MAR DI	25%							12				0	.0	. 0	-1						
Column   C	DISCRIATING ROTARY ATOMISSE FANS	Capes04/042	JUNGS	26%	6,573				8,572	8,573	10				.0	D.	0	-4						200000000
28.00   1.00	FORD ROTARY ATDMISTE FAMS	Copes04/042	RIN 64	25%	7.049				7,069	7.069	i i			7,049	-0	0	0							500050009496
10-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-	AREA RYDRO - DIECI SUPPRESSION SYSTMA	Cones04/012	JUN 06	25%	73,300				13,300	13,300	- 0				0	0 -	0	-1	13,299					500555 <b>75000</b>
Trigonomic Control of Control o			SEP 04	25%	29,770				29,770	29,770	- 6			29.770	0		0	-1	29.769	8 2				
COUNTING CONTING CON			APR 07	25%	4.414				4,414	4,413	-0			4,413	- 1	. 0	- 0		4.413	6 .				4,414 NBV @ 0
Commondation   Comm		Capenti Dia	115 07	26%	6.380				4.280	4.379	. 0			6.379	11	0.	0		5,379		6.379 1.06	3 7,442	-6,379	6.380 NBV 6 0
Institution for Commonweal									134 000		. 0			135,999	1	0	- 0	- 0	138,999	6 13	1,999 . 22,66	7158.644	123,999	134,000 NBV 6 0
Proposed control   Compensation										23,699	0			23,699	1	0	0	- 0	23,699	8 2	3,699 3,95	0 27,649	21,699	
April											. 0				11	. 0	- 0		2.247	8 .	2.247 37	5 2,622	2.247	
Miles   Mile															- 11	- 0		0	3.087	R	3 097 - 51	5 3,600	3 087	
Page   Marker   Mar											. 0				- 1	0	-0							
gal kent - Indiana Series   Operation   Op														35 759	- 11		0	- 6						
**************************************	gle Mari - Replacing aproposion	Copyright (020)													- 11	0	ō	. 6	27,449	8 2	7,449 4,57	5 52,024	27,449	
20 Alleys During registrations of the Control (1997) and (1997) an											- 0				11		. 0	i in	6.849	. 8	6.849 1114	2 7.991	6.849	
March   Marc											ů.				- 1	-0 -			37.519	8 3	7.519 6.25	3 43,772	37.519	
## 1575   1575   1576											- 0				i1	. 0	0	0	19,784	8 1	9.784 3.29	8 23.082	19.784	
11- AMONE   12-											9			15,735	i l	0.	. 0	. 0	15,725	8 1	5,735 . 2,62	3 18,358	15,735	
200   200	e BADDIED EVETERA	Comerio (012)	Sep. 10							4.599	- 0			4.599	1	0	0	10	4.599	8	4.599 F6	7 5.366.	4.599	
Production   Pro											. 0			9.479	1.1	. 0	0	. 0	9,479		9,479 1,58	0 11,059	9,479	
ACCOUNT IN PROPRIES   COUNTY									4.115	4.114	0			4,114	1	- 0	.0	. 0	4,114	8	4,114' 68		4,114	
entrog there recipitation for the control form recipitation of the control form recipitation recipitati	fol Croner Heritaulic overboot Publishers 122	Copes11/013								27.649	-41				2	~4	0		27,649	. 9 . 2				
Revised Govern Colffeet														58.984	1	-0	0	- 0	58,984	8 5	8,984 9.83	1 68,815	58,984	
Promotion Tributes   Capper 13070  do-13   24%   4.000   4.000   5.999   0   3.999   1   0   0   0   3.999   8   3.999   447   4.445   3.999   4.000   4.000   5.999   0   0   0   4.000   4										2.499	0			2,499	1	. 0	. 0	- 0		8	2.499 41	7 . 2,918		
3.5CC Signorate Decoration Except (MUM)									4,000	3,999	- 9				11	0 -	.0							
Affertia Active work (Control Control									34,225	34,225	. 0			34.225	0		0							2012/09/49/89
et Professor APP Conversal Professor (1997)									108.789	108,788				- 108,788	. 1		- 5	0	108.788	8 10	8,788 18,13	2 126,920	108,788	Annyavananan
The Diffunctioners Trailers Connect (7/010 Date-17 2075 34,5399 34,5399 34,5399 34,529 4,872 5,481 31,058 19,488 0 4,872 34,538 8 409 4,872 5,481 5,481											2.318													
	Fre Extinguishers Trailers	Copes 17/010							36,539		4,872						ė.			8				
			Feb-15	25%		152,847			152.547	. 0	22.246			22.244	130,301	88,984	. 0	22,245	152,546	7	0 22,24	6 22,248	22,246	

					FIXED ASSE	T REGISTER - 20	18																
			SESSESSES SESSES	e construction of the	COST	SISSESSIVE NICE		RESIDENCE PROPERTY.		OEPR	CIATION												
NO OF MONTHS YEAR TO DATE 8									MODEL PROGRAMME					,									
DESCRIPTION	DATE	DEPN %	OPENING BALANCE	ADDIBIONS	SALES	INTER CO	CLOSING BALANCE	DPENING BALANCE	YEAR	SALES	INTER CO	CLOSING BALANCE	VALUE	SOLD IN	PROCEEDS OF		AONTHS MA DEP DI		+86 D		C DEP LAS	1+ 00	JMI P
PLANT & MACHINERY																							
PENSBURY												1.00						1.426		1.201		1.664	1.426
ONUME BUNDED FUEL TANK CAP-04/077  1 X OSCILLATING FAIN LINE 8, 1 FIXED FAIN UN CAP-05/022	JAN 05 JUL 05	25% 25%	1,427				1,427	1,426	0			1.426	1			0	3	10,309	8	1,428	1,718	12,027	10,309
L	1													,				11.700					

		OEPRECIATION	STATE OF THE PROPERTY OF THE P
NO OF MONTHS YEAR TO DATE	COST	OPTRICIALICIA	
ACO OF MONTHS FEMALES COLUMN	OPENING CLOSING	OPENING THIS CLOSING	BOOK SOLD PROFIT MONTHS MAX O/B CALC DEP LAST + CUM
DESCRIPTION DATE DEPN %		BALANCE YEAR SALES INTERICO BALANCE	VALUE IN PROCEEDS ON SALE DEP DEP +86 DEP FOR PD THIS DEF
PLANT & MACHINERY	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	parameter and a second
MACHINEX - SINGLE STREAM SORTING SYSTEM Feb-10	2047.7(1) 2,047.7(1)	631,380 68,287 699,637	1,348,074 0 68,257 2,047,710 6 631,380 68,257 699,637 699,637
MACHINEX - SINGLE STREAM SORTING SYSTEM Feb-10 5%		168,017 18,164 186,181	388,739 0 18.164 544,919 8 168,017 18,164 186,181 186,181
RUSHUFF - 2*FLECTRIC PORKLITS AIRF/002 Feb-10 20%		-1 852 851	5,54) Dec. (7 600: 600: 852 6.39) 8: -1 882 851 851
RUSHUFF - ACCESS PLATFORM MRF/003 Apr-10 205		9,599 0 9,599	1 0 0 9.599 8 9.599 1.280 10.879 9.599
RUSHUFF - SCISSOR LIFT MRF/004 Apr-10 2036		1,729 0. 1,729	0 0 1,729 8 1,729 231 1,960 1,729
9900100 8 672 80 8 90 8 90 8 90 8 90 8 90 8 90 90 90 90 90 90 90 90 90 90 90 90 90			1 0 0 13,199 8 13,199 1,760 14,939 13,199
AVERY WEIGHTRONIX - WEIGHBRIDGE MRF/008 May-10 20%		5,788 0 5.788	0 0 5.788 <b>8</b> 5.788 772 6.560 5.788
TRAFFIC LIGHT EQUIPARENT Hov-10 20%	686	885 0 885	1 0 0 885 8 885 118 7,000 885 0 0 5,536 8 6,536 872 7,406 6,536
TRAFFIC BARRIERS Nov-10 208		. 4,535 0 4,536 1,362 0 1,362	1 0 -4 0.546 8 0.530 872 7.446 0.530 1 0 0 0.546 8 1.362 182 1.544 1.362
WEIGHTRON Dec-10 2008		8.786 D 5.256	0 0 1,382 8 1,302 102 1398 1,302 0 0 5,756 8 5,756 768 6,824 5,756
CCTV Jon-11 20% GOTIAND 1TD - VACUUM CIFAMER 12/006 Sep-17 20%		25.284 0 25.284	0 0 25,294 8 25,294 3,371 23,495 25,284
GOTLAND LID - VACUUM CLEANER 12/006 Sep-12 20% STEMM: ORANGE PEEL GRAB 13/001 Mon-13 20%		37.198 1.283 38.461	0 1,283 35,481 8 37,195 5,131 42,329 33,491
SUTCO UK LTD: MRF PROJECT 13/008 May-13 May-		186.578 13.325 199,903	0 13,325 199,903 8 184,578 26,464 213,232 199,903
Acethydroulics: Hydraulic culturs Copex 13/012 Jun-13 20%	8.840 8.840	8.122 737 8.859	0 737 8859 8 8.122 1.181 2.303 8.859
SELKENT IND: LATHE MEYER CODOX 13/004 Aug.13 20%		8,833 1,166 9,999	0 1,166 9,999 8 8,833 1,333 10,166 9,999
MRE FRONT END PROJECT Copex 13/015   Aug-13 299	30,840 30,840	27,266 3,573 30,839	. 1 0 3.573 30,839 8 27,266 4,112 31,378 30,839
HPC: Third Compressor Capex 13/017   Dec-13   25%	37,049 37,049	30,257 4,940 35,197	1,852 0 4,949 37,048 8 30,257 4,940 35,197 35,197
Control System Capex 13/023 Dec-13 20%		3.065 405 3,470	1 0 408 3,470 8 3,085 463 3,529 3,470
Ace Hydrualics: Hydraviic Ram Repair on Br Capex 14/001 Feb-14 20%		21.013 3.576 24.589	2.234 0 3.576 26.822 B 21.013 3.576 26.589 24.589
Ace Hydricalics: Spore Baler Rom Capex 14/010 April 4 1016		26.835 4,771 31,406	4)74 D 4.771 35.779 S 26.835 4.771 31.606 31.606 31.16 D 3.559 26.495 S 20.021 3.559 23.580 23.580
Ace Hydrualics: Repair on Balar 2 Rom Capex 14/011 Apr:14: 28%		20.021 3.559 23.580	3.116 0 3.559 26.695 8 20.021 3.559 23.580 23.590 5935 0 3.957 29.674 8 19.783 3.967 23.740 23.740
Navatec Eng: Installation of Sampling Static Capex (4/0)4 Sep-14 20%		19783 3,987 23,740 80,167 17,333 97,500	32,000 0 17,333 129,999 8 80,167 17,333 97,500 97,500
Sufac lik Ltd: New Residual line conveyor Capex 14/012 Dec-14 20/3 Pellena: 14 Catlag Sorting Units Capex 15/002 Mar-15 20/3		91.661 21.567 113,228	46,526 0 2,557 161,753 8 9,661 21,567 13,228 13,228 13,228
		15,292 3,598 18,890	8,0% 0 3,598 24,985 8 15,272 3,598 8,8590 16,690
Park Eng/Novolèc: March Screen Capex 15/001 Mar-15 20% Runtitt: RXSD-35 Forkitt Capex 15/003 Mar-15 20%		20.349 4.788 25,137	10.773 D 4.788 35.909 B 20.349 4.788 25.137 25.137
Part Eng/Novolec: Mach Screens Capex 15/007 Sep-16 20%		13.006 3.717 16.728	11,150 0 3,717 27,874 8 13,008 3,717 16,725 16,725
Novotec: Air Knife Capex 15/009 Och35 009		73,125 21,667 94,792	67,706 0 21,667 162,499 B 73,125 21,667 94,792 94,792
Conveyor Bells Copex 16/002 Apr-16 2009	64,500 64,500	22,575 8,600 31,175	33,325 0 8.600 68.499 B 22,575 8.600 33,175 31,175
Novotec: Access fodders/Platform Capex 16/004 May-16 29%		5.540 3.216 7.756	5.866 0: 2,216: 36,621 8. 5,540 2,216 7,756 7,756
Rushlift: Dooson Forklift Truck Capex 16/005 May/16 205	35,579 35,579	11.865 4.744	18,975 0 4,744 35,578 8 11,860 4,744 16,604 16,604
Alert Sys/Hawkeye: Fire Detection System: Capex F6/007 Jun-16 2356		15.814 6.659 22.473	27,466 0 6,689 49,998 8 15,814 6,659 22,473 22,473 47,898 0 18,947 119,749 8 35,925 18,967 51,892 51,892
Novotic: Film tag Extraction System Capax 16/008 Jul-18 2030		35,925 15,967 51,892	6 15,967 119,749 8 35,925 15,967 51,892 51,892
Pallanc: Optical Sorting Units Furbosorter (M Capex 16/011 30F18 20%	9	0 0	
Preferror: Optical Sorting conveyor bell (MRF Capex 14/013 Jul-16 20% MRF PIRE SYSTEM IMPROVEMENT UPGRADE, Capex 17/005 Aug-17 5%	178.969 175.303	3,452 5,843 9,495	165.506 D 5.843 175.302 B 3.652 5.843 9.498 9.498
ARESTO CAPEXIT/005 - MAJOR OVERHAUL Copex 17/005   Sep-17   5%	190,329 190,329	3,172 6,344 9,516	180.813 0 4.344 190.328 B 3,172 6,344 9,516 9,516
AIRF4023 15% DEPOSE - DOOSAN CODEX 17/007 Sep-17 20%		361	4.533 0 722 5.415 8 361 722 1.083 1.083
AMRF3796 CAPEX17/005 - Proposed Fire Upgr Capex 17/005   Oct-17   5%	8,000	100 267 367	7,633 0 267 7,999 8 100 267 367 367
Docton Counter Splance Farkiff 535X Capex 17/007 Dec-17 20%	30,867 30,867	514 4,116 4,630	28,237 .9 4,116 30,866 8 514 4,116 4,630 4,630
Completion of the Design and MRF System I Capex 17/005 Mar-18 5%	135,234		131.853 0 3.381 135.233 6 0 3.381 3.381 3.381
15 % DEPOSIT ON PURCHASE OF 1 X JLG TOL Coopx 18/004 Apr-18 20%	5.516 5.516	184 184	5,332 0 184 5,515 2 0 184 184 184
Doosen Counter Balance Forkitt 835X - Rem Capex 17/007 May-18 20%		. 23 :	152 0 23 174 8 0 23 23 23
Air Conditioning Plant Upgrade Capex 18/005 May-18 10%		1471	86.779 0 1.471 88.249 2 0 1.471 1.471
BALANCE AFTER 15% DEPOSIT ALREADY PAIC Copex 18/004 Jul-18 20%			30,213 0 1,042 31,256 2 0 1,042 1,042 1,042
MRF A/C UPGRADE FINAL PAYMENT Copex 18/005 Jul-18 10%			6 1.177 20.599 2: 0 1.127 1.127 1.127
MRF - A/C UPGRADE 16% IN ADVANCE FOR Copex 18/005 Jul-18 10%	17,650	294 294	17,356 0 294 17,649 2 0 294 294 298
the state of the s		time and the contract of the c	<del>pagampa (</del> Cont.)
TOTAL PLANT & MACHINERY MRF	4,338.079 348,480 O O 4,706,759	1,651,620 264,285 Q 0 1,915,905	2,797,854 0 600 600 264,284 4,706,713

CORV THURSDANISHTAL	BUACTE	ALANIA CEMENT	

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NO OF MONTHS YEAR TO DATE						5081		CONTRACTOR CONTRACTOR		Low I	DEPRE	CIATION		100	FAIS T		ecer i e	MONTHS IM		101	a per	ALC DEP TLAS	er - 10	UMA 1
DESCRIPTION		DATE	DEPN %	DPENING BALANCE	ADDITIONS	SALES	INTERICO	CLOSING BALANCE	OPENING BALANCE	YEAR	SALES	INTER CO	CLOSING BALANCE	VALUE VALUE	N SOFD		N SALE	DEP D	EP	+86 DE		IND THE	S D	žP .
PLANT & MACHINERY NORTHUMBERLAND WHARF	Copex No Reco																							
Pian/Wise: JCB Telehandler 531-70 - Ankon : Pressure Washer	TH/12/004 KX89 HSV 13/008	May-12 Aug-13	20% 20%	35,200 2,095				35.200 2.095	35,199	0 243			35.199 2,094	1			0	0 243	35,199	8	35.199 1.851	4,693 279	39,892	35,199
One JCB SCX front Loads for RRC DAF LF45 Skip Loadler	17/014	Dec-17 Dec-17	20% 20%	112.541 28.400				112,541 28.400	1.876 473	15.005 3.787			16.881	93.680 24,140			0	15,005 3,787	112,540 28,399	8	1.876	3,787	16,881 4,260	16,881 4,260
4x8 yrd open skips & 4x8yrd closed skip	× 17/009	Mar-18	20%		6,676			5.676		668			888	6,008			0	668	6,675	4	0	668	668	568
	1			L				0						0										
TOTAL PLANT & MACHINERY NORTHUM	BERLAND WHARF			178.236	6,676	***************************************	0 0	184,912	39,399	19,703		0 0	59,102	125,810	0	0	0	19.703						

				EXED ASSEL KE	G(S)EK - 2018																	
NO OF MONTHS YEAR TO DATE 8	- 1		separate and	cost					DEPRE	CIATION		551512223	1									
DESCRIPTION DATE	DEPN %	OPENING BALANCE	ADDITIONS	SALES	INTER CO	CLOSING BALANCE	OPENING BALANCE	THIS YEAR	SALES	INTER CO	GLOSING BALANCE	800K VALUE	SOLD	PROCEE	PROFIE		MAX	+84	O/B DEP	CALC DEP FOR PD	AST + C	UMA DEP
COMMERCIAL VENICUES	DUTTE	DED VIGE 1	7.007.10		1								_			iohaminimo	Accionement		historiconom			
TILBURY 15 X 20H TRAILERS JUN 08	25%	258,450				258,450	258,449	0			288.449	1				0	258.	.449 8	255.44	43,075	301,524	258.449
TOTAL TUBURY	1	258,450	Ð	***************************************		258,450	258,449	0			258,449	1		0	0	0	9					
WRWA - SavingBers Way FODEN JAPPA 62 8500 R 940 - LYUSENVO FODEN JAPPA 62 8500 R 940 - LYUSENVO FOR SCONNECT VAN- LYUSE R 9500 R 940 - LYUSENVE FOR SCONNECT VAN- LYUSE R 9500 R	20% 20% 33% 33% 33% 25%	74,200 74,200 10,972 1 75,508				74,200 74,200 10,972 1 75,506	74,199 74,199 10,971 0 75,508	0 0 0 0 0			74,199 74,199 10,971 D 75,508	1		0 0 0 0 0	0 0 0 0	0 0	74,	.199 8 .199 8 .971 8 0 8 .507 8	74,191 74,191 10,97	9,893 3,414	84,092 84,092 13,385 0 92,120 0	74,199 74,199 10,971 0 75,507
TOTAL WRWA		234,882	0			234.882	234,877	0		) . (	234.877		J	0	0	0 -	-					
TOTAL COMMERCIAL VEHICLES		493,332	0			493,332	493,326	- 0	(	(C)	493,324		1	D)	0	0 .						

						COST			1 (1)		DEPRE	CIATION		
NO OF MONTHS YEAR TO DATE	8		1	OPENING		T T	1	CLOSING	OPENING	THIS	T	T	CLOSING	воок
DESCRIPTION		DATE	DEPN %	BALANCE	ADDITIONS	SALES	INTER CO	BALANCE	BALANCE	YEAR	SALES	INTER CO	BALANCE	VALUE
CARS														
MUCKING											`		0	0
								`	1		,			
TOTAL CARS				0	(		0	0 (	7 0		)	U	) U	U

Page 1 of 2

Andrews, Mary.		cost			DEP	ECIAHON								
NO OF MONTHS YEAR TO DATE	OPENING BALANCE ADDID	IONS SALES IN	CLOSING TER CO BALANCE		THIS YEAR SALES		CLOSING BOOK BALANCE VALUE			ROFIT MONI	HS MAX	O/B C	ALC DEP LAST +	CUM
OFFICE EQUIPMENT & HITINGS	BALANCE   ADDIS	CINS   SALES   IN	IER CO   BALANCE	BOLONE I	1600 - 47060	1 1550,000	PERSONAL PROPERTY.	·	- Lineau Care			L.		
CROWN HOUSE/CROWN COTTAGE	EVEN SERVICE S		1,299	1,298	0		1,298	1		р	-0 1,298 B	1,298	217 12	
The state of the s			1,250	0 1.249 6.494	0		0 1,249 6,494	-11		0	0 0 8 0 1,249 8 0 6,494 8	1,249	.0 .278 1.1 1,083 7.1	0 0 · 27 1,249 77 6,494
	100000000000000000000000000000000000000		6.474	0,474										
TOTAL CROWN HOUSE	9,045	0	0 9,045	9,041	0	0 0	9,041	4]	0 0	0	8 9,041			
WRWA - Smugglers Woy	Lincolnoscowan		2,840	2,839	0		2.839			p	0 2839 8	2.839	631 3,	70 2,839
RICOH-AFICIO PHOTOCOPIER Copex 07/027 DEC 07 33.33% UK Data Cobing: SAMSUNG PHONE SYSTER Copex 14/01.5 Dec-14 33.33%	4,417 3,516		4,417 3,516	4,416 3,515	0.""		4,416 3,515	1		0	0 4,416 8 0 3,515 8	4,416 3,515	981 5. 781 4.	97 4,416
		0 0	0 10,773	10,770	1	0 0	10,770	31	0 0	0	0 10,770			
TOTAL WRWA	10,773	0	0 10,773	10,770	V		. 10.7701		<u> </u>		0 10,774			
PENSBURY PLACE RICOH - #2015 PHOTOCOPIER (PEN) Capex 04/074 OCT 04 33.33%	1,625		1,625	1,624	0		1,624	1		0	0 1,624 8	1.624	361 - 13	
BROTHER 8070P - FAX MACHINE (PEN). Capex 04/074 OCT 04 33.33% OFFICE EQUIPMENT INCLUDED IN PURCHASE PRICE DEC 04 33.33%	280 .5,000		260 5,000 13,890	259 4,999 463	0 0 1.852		259 4,999 2,315	1.575		0	0 257 8 0 4,999 8 852 13,889 8	259 4,999 463	58 1,111 6. 1,852 2.	
CAPEX 017/008 Supply Office Block, Cante Capex 17/008 Dec-17 00/808		13,890	13,890	463	1,852		2,313	1,373			,002 13,00F W		1,002 - 2	10
TOTAL PENSBURY	6,885	13,890 0	0 20,775	7,345	1,852	0 0	9,197	1,578	0 0	0 1	,852 20,771			
Northumberland Whairf Viking: 35°Blue Linckers TH/12/202 May-12 33.33%	2,201		2,201	2,200	0		2,200	1		0	0 2,200 B	2.200 350	489 2.0 78	89 2:200 28 349
Choles x 2 (EX-LCS)   Apr-13   33.33%     Tobles x 4 (EX-LCS)   Apr-13   33.33%     Choles (Tables (metal) x 1 (EX-LCS)   Apr-13   33.33%     Apr-13   33.33%     Apr-13   33.33%	350 1,500 900		350 -1,500 900	350 1,500 903	0		1,500 900	0		0	-1 1,499 <b>8</b>	1,500	333 12 200 1.	33 1,499
Shelving Units* x 1   EM-LCS    Apr-13   33.33%     Plotes & kilchen equipment* x 1   EM-LCS    Apr-13   33.33%	2,100		2,100	2,100	0		2,100 1,000	0		0	-3 2,099 <b>8</b> +) 999 <b>8</b>	2,100 1,000	467 2.1 222 1.1	22 999
Reception chairs and tables x 2 (EX-LCS) Apr-13 33.33%	630		690	650	0 -		650	0		0	-) 649 <b>8</b>	650	144	94 649
TOTAL WRWA	8,701	0 0	0 8,701	8,700	0	0 0	8,700		0 0	0	-6 8.694			
MRF 50 % ADVANCE PAYMENT ON INTERLOCKIN CAPEX18/003 Mar-18 5.00%		12,993	12,993		108			2,885		0	108 12,992 2	. 0	108	08 T08
ADVANCE PAYMENT ON INTERLOCKING W. CAPEXTB/003 Jun-18 5,00% INSTALLATION OF NEW LEGO BLOCKS FOR L CAPEXTB/003 Jul-18 5,00%		3,221	3,721 12,993		27 108		108	3.194 2,885		0	27 3,220 2 108 12,992 2 65 7,770 2	3	108	27 27 08 108 65 65
DRY VAPOUR CONTROL SYS. CAPEX18/003 Juli B. 5.00%		Z.771	7,771		.65		00	7.706			61 7.770 3		93.	60 00
YOTAL MIRE	0	36,978 0	0 36,978	0	308	0 0	308	6,670	0 0	0	308 36,974			

CORV	EMMIRON	BACKITAR	WASTER	AAMACEM	ENT

FIXED ASSET REGISTER - 2018

Page 2 of 2

¥REFI 5	COST	DÉFECCIATION	
DESCRIPTION DATE DEPN %	OPENING CLOSING 5 BALANCE ACDITIONS SALES INTER CO BALANCI		SOLD
DESTS/CHAIRS   DEST	1,589 1 10,006 1 5,227 5-12	3,600 3,602 0 3,600 1 3,700 1	0 0 3,602 8 3,602 601 4,000 3,602 0 0 28,707 8,91
111/006 25%	479	A79 0 A79 0	0 -1 478 8 479 80 559 478
TOTAL HEAD OFFICE		9,950 69,952 0 0 0 69,953 8	0 0 0 -1 69.95
TOTAL OFFICE EQUIPMENT	96,663 13,890 0 0 116 96,562	0,553 97,108 1,852 0 0 98,960 11,593 - 64,400	0 0 0 1,851 110,330

NO OF MONTHS YEAR TO DATE	8 GD information		1		(SEE PARTIE)	cosi				DEFERCIATION		10000000								
DESCRIPTION	(See	DATE	DEPN %	BALANCE AD	DITIONS 5	ALES INTER C	CLOSING O BALANCE	BALANGE.	THIS YEAR SALE	es INTER CO	ELOSING E BALANCE V	OOK SO ALUE P	PROCEED	PROFIT F	DEP DEP	+84	78 C. EP FC	ILC DEP LAST IR PO 1146	+ CUM DEP	
COMPUTER EQUIPMENT PENSBURY PLACE			33%						.0.					ă.	્રાં	-1. :8	0		.0.	41
2 (2 ) (2 ) (2 ) (2 ) (3 ) (3 ) (4 ) (4 ) (4 ) (4 ) (4 ) (4	L						1						-	D D						
TOTAL PENSBURY PLACE WALBEOOK WHARF	The second of the			I																
HP Probook (Lapton)	Copex 15/008 - Bobby Mace	Oct-15	33%	831			931	623	185		808	23		. 6	185	830 8	623	185	808	808
TOTAL PENSBURY PLACE			1	(B3)			9 831	628	185		0 808	23]	0	0 0	185	830)				
Smirgland Rey.  SEYRE MAN ACCESSORS (GATBINOUS)  HE ZISSU MATCH - ALAM STEPHEN (CR)  HE ZISSU MATCH - ALAM STEPHEN (CR)  HE CONNEC SHE CONNEC S	Capex 16/009 Laura Staggs at Capex 18/007 Fron Cornector	DRC 07 Juni-10 Juni-11 Dec-11 Dec-11 Dec-11 Dec-11 Dec-11 Juli-15 Oct-15 Oct-15 Oct-15 Oct-15 Oct-15 Oct-15 Mar-16 Mar-16 Mar-16 Mar-16 Mar-18 Mar-18	33% 33% 33% 33% 33% 33% 33% 33% 33% 33%	2,712 7711 7218 1208 7777 811 811 7797 1,224 3,1342 995 995 995 995 995 995 995 995	1,204 1,015		2-712 -771 -1.018 -777 -811 -811 -979 -1.259 -1.259 -1.259 -1.259 -1.259 -1.259 -1.259 -1.250	2,711 710 1,017 774 810 810 810 945 421 689 446 446 446 446 571 508 195	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		2.711 710 1.017 796 8 90 8 90 8 10 778 1.292 1.564 893 578 578 770 700	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 -0 -0 -0 -0 -0 -0 -0 -0 -0 -0 -0 -0 -0	2.711 8 710 8 1.017 8 796 8 810 8 810 8 810 8 810 8 810 8 810 8 810 8 810 8 944 8 944 8 94	2,711 7,70 1,017 796 810 810 796 1,223 945 421 886 444 444 444 446 671 536 195 0	603 155 226 177 180 180 178 285 242 125 204 132 122 224 132 132 132 132 132 132 132 132 133	3.314 8.68 1.244 973 990 990 976 1.381 1.197 546 893 578 578 578 915 740 1.66 1.66	2.711 710 1.017 796 810 810 810 796 1.293 1.193 546 843 578 578 578 915 740 1.66 1.67
TOTAL WEWA				16.682	2.220		- 18,902]	14.550	1,804		- 16.354	2548	0	0 0	1,806	18.862]				
Cringle Dock PROUNT DU300 G4. SERVER (CPI) PROUNT DU300 G4. SERVER (CPI) WHAT Usproade - Christo Dock WF. Company (See 8000 D. FigotT Lostop + Desktop HF 800 Mini PC HF 900 Mini PC HF 90	Capes 07/029 Cringle Service Capes 10/006 Weighbedge Weighbedge Capes 14/006 Doren Placet Capes 15/006 Serve Thorpe Capes 18/009 Serve Thorpe Capes 18/009 Serve Thorpe Capes 18/009 Serve Thorpe Capes 18/009 Serve Thorpe	Dec-09 Dec-10 Dec-11 Dec-11 Jul-14 Oct-15 Jul-17 Jul-17	33% 33% 33% 33% 33% 33% 33% 33% 33%	5,700 2,171 811 811 1,553 .595 .790 .990			5,700 2,171 811 -811 -1,533 -975 -990 -990	5.899 2.170 910 810 1.552 .446	0 0 0 0 0 0 32 54 54		5,8997 2,170 810 810 4,552 5,78 54 54	17 936 936		0 0 0	0 0 0 0 0 0 132 54 54	5.899 8 2.170 8 810 8 810 8 1.552 8 594 8 789 2 889 2	5,899 2,170 810 810 1,882 446 9 5	1311 482 190 190 345 132 54 56	7.210 1.632 990 990 1.897 578 54 54	5.899 2.170 930 840 1.882 54 54
TOTAL WKWA				13,621			0 (3.821)	11,667		<u> </u>	0 11,927	1.894	ō	0 0	242	13.813				
WRWA - MEF HP DC8100 SFP Desktop HP DC8100 SFP Desktop HP 6730s Matebook WAN Lipprode - Smurgden Way (MRF) WAN Upgrade - Smurgden Way (MRF)	ARF/006 Shample Kawan ARF/006 Danny Cherry, ARF/006 Slichard Salves ARF/007 MRF/010	Jun-10 Jun-10 Jun-10 Dsc-10 Dsc-10	33% 33% 33% 33% 33%	429 629 837 740 280			629 629 857 760 280	638 628 856 759 279	0 0 0 0		428 678 856 759 279			0 0 0 0	0 0	628 8 628 8 856 8 759 8 279 8	628 628 856 759 279	140 140 191 169 62	768 768 L047 928 341	628 628 656 759 279
TOTAL WRWA - MRF				3.156	- 0		- 2.158	3,130	- C		- 3,130	6	0	0 0	1.	3,181]				
MORTHUMBERGAND WHARE Channel Fellaction Installation ISSNI line NO. 14° Bits 8000 IS-2400 beldap He Bits 8000 IS-2400 beldap Thermal Printer Signature pad HP Proback (Labkaj) HP 8000 Mini PC	R 18/12/008 18/12/001 G.Cey 18/12/001 D.Moron 18/12/001 18/12/001 Capex 15/008 Scie McGee Capex 15/008 Angela Scott	May-12 Jun-12 Jun-12 Jun-12 Jun-12 Jun-12 Oct-15 Oct-15	33% 33% 33% 33% 33% 33% 33%	2,706 804 812 487 455 727 595			2,706 804 812 487 485 727 395	2,705 863 611 486 484 345 446	0 0 0 0 0 181		2.705 803 611 486 454 706 576	2)		0 0 0	-1 0 -0 -0 0 161 132	2,705 B 803 B 511 B 486 B 454 B 726 B 594 B	2,705 803 611 486 454 545 446	601 179 136 108 101 161 132	3.306 982 747 594 555 706 578	2,705 803 611 486 454 708 578
TOTAL NORTHUMBERLAND WHARF				6.383	0	0	0 8.385	6,050	293	0	0 6348	42	0	0 0	293	6,378				
INLA DIFFICE  18 TAZINE COLUMN TO A SERVICE OF THE	Capex 15/004 Emma Jawell Capex 15/005 Gill O'trell Capex 15/005 Joanne Diable Capex 15/005 Joanne Diable	Nov-10 Dec-10 Jun-11 Jun-11 Jun-11 Dec-11 Dec-11 Dec-11 Dec-11 Dec-11 Jun-13 Dec-11 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-13 Jun-14 Jun-14 Jun-14 Jun-15 Jun-15 Jun-16 Jun-16 Jun-17 Ju	335, 335, 1005, 1005, 1005, 335, 335, 335, 335, 335, 335, 335,	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		000000000000000000000000000000000000000	-1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -	1 8 8 1 8 8 1 8 8 1 8 8 1 8 8 1 8 8 1 8 8 1 8 8 1 8 1 8 8 1 1 8 8 1	0 0 0 0 208 0 0 0 0 0 0 0 1,293 945 398 399 399 339 534	0.000000000000000000000000000000000000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	-1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -
HP 650 ProBook Laplep (inc discring station																				
				45.863	0 1290		4,957]	4,176	695		- 1,801 - 41,383	186	0.	0 0 0 0	- 614 3.1408	4.968				

BEC-removed of these has blocking boost in Cities

NO OF MONTHS YEAR TO DATE 8	COS
DESCRIPTION DATE DEPN T	DEFINIG CLOSING OFFSING 188 CLOSING OFFSING 188 CLOSING OFFSING 188 CLOSING DEALWAY AND SOLD FROM MODING MAX OF ADDRESS SALES NIER CO BLANKE OF DEF OFF OFF OR MS DEP
LEASED ASSETS	
MUCKING	
TOTAL MUCKING	
TOTAL MUCEING	
BARLING TERSERG (already scrapped - 30/9/04) MW20 AFR 84 14.25%	44,302 44,301 0 44,301 1 0 44,301 8 44,301 4,229 48,510 44,301
TOTAL BARUNG	44302 0 0 0 44302 44301 0 0 0 44301 1 0 0 0 0 44301
TOTAL OF LEASED ASSETS	44352 0 0 0 44352 44351 0 0 0 44351 1 0 0 0 43351

### FIXED ASSET REGISTER - 2018

NO OF MONTHS YEAR TO DATE  BESCRIPTION  CAPEX NO.	DATE	DEPN %	OPENING BALANCE	ADDITIONS	COST	INTER CO	CLOSING 8ALANCE	Details
Assets in Construction								
265 WDD-H8BDGE PROJECT FEE 301 - Wheigh Bridge Signother Pools Future - II Holben Software - Meeting to Discuss Weighbridge Syste Cales 17/06 LIVE - College Signother	Nov-17 Dec-17 Feb-17 Mar-18 Apr-18	10% 10% 10% 10% 10% 10%		11,387.50 525,15 714.46 3,796.25 513.00 585,74 1,774.95			11.387.50 \$25.15 714.46 3.796.25 613.00 585.74 1.774.95	
TOTAL Assets in Construction				19,297		0 (	19,297	

Account: 004901

## MEMORANDUM FIXED ASSET REGISTER - P & M TAKEN OVER

DESCRIPTION	DATE TO BE REPLACED	REQUIREMENT
PLANT & MACHINERY - WRWA		
SMUGGLERS WAY JCB high lift JCB 3CX digger JCB 423 loader JCB 433 loader JCB 434 loader JCB 434 loader JCB 435 loader JCB 435 loader JCB 436	01/04/2003 01/04/2003	Transferred to Cringle Dock approx 01/04/03 Transferred to Cringle Dock approx 01/04/03  Further 490 (including some replacements) to be supplied by 01/04/03 To be re-gassed by 01/04/03 - found to be unusable  Replace 21 x 40 cu yd on completion of the works Replace 2 glass, colour compartmentalised, on completion of the works
<u>CRINGLE DOCK</u> CJCB 436 Laading Shovel		

JCB 3CX	1		-
Rapier Mobile Crane	01/04/2003	To be replaced	- 1
Lansing Bagnall Pedestrian FLT		Not operational	- 1
Dolly Battery Trolley			1
350 ISO Freight Containers			- 1
4 Bottle Banks	01/04/2003	Replace with 1 rolonof container for glass	
1 Oil Waste Bank	01/04/2003	Replace with 1 Oil Waste container	1
1 Rag Bin	01/04/2003	Replace with 1 Textile rolanof container	1
1 Paper Bank	01/04/2003	Replace with 1 Paper bank	1
1 Can Bank	01/04/2003	Replace with 1 Dome Can bank	1
1 Inert Rolonof Container	01/04/2003	Replace with 1 x 15 cu yd Inert rolonof container	- 1
2 CA Rolonof Containers	01/04/2003	Replace with 6 x 40 cu yd rolonof containers	1
Foden rolonof vehicle		Transferred from Smugglers Way approx 01/04/03	1
Foden rolonof vehicle		Transferred from Smugglers Way approx 01/04/03	1
			- 1
			- 1
VALE STREET (ROMANY ROAD)			
3 General Waste Rolonof Containers	01/04/2003	Replace with 3 x 40 cu yd rolonof containers	
2 Hiab Paper Banks	01/04/2003	Replace with 1 x 40 cu yd rolonof containers	
6 Hiab Metal Glass Banks	01/04/2003	Replace with 6 dome glass banks	
2 Hiab Mixed Can Banks	01/04/2003	Replace with 1 can bank	
1 Scrap Metal Rolonof Container	01/04/2003	Replace with 1 x 40 cu yd rolonof container	
1 Green Waste Rolonof Container	01/04/2003	Replace with 1 x 40 cu yd rolonof container	- 1
1 Specialist Battery Waste Container			
1 Oil Waste Container	01/04/2003	Replace with 1 Oil Waste container	-
1 Book Bank			
2 Textile Banks	01/04/2003	Replace with 1 Textile rolonof container	- 1
			- 1
	-		1
	1	I .	1

Computer Transfers 2011 - As Per RS (BSD)

•	•	-													
Jan	Location		FAR:				From:			To:			To:		
Category	From: To:	Transfer Ref:	From To	Description	Registration:	Cost	Dep'n	NBV	Cost	Dep'n	NBV	Cost	Dep'n	NBV	
								-	0	0	0	0	0	0	
								-	0	0	0	0	0	0	
								-	0	0	0	0	0	0	
								_	0	0	0	0	0	0	
							-		0	0	0	0	0	Ω	
						DOMESTIC CONTRACTOR									
Feb															
No transfers															
						Sa -	~		-	*		0	Q	<u> </u>	

	r		I OPENING			T	CLOSING	OPENING	THIS		CLOSING	BOOK			
DESCRIPTION	DATE	DEPN %	BALANCE	ADDITIONS	SALES	INTER CO	BALANCE	BALANCE .	YEAR	SALES	INTER CO BALANCE	VALUE			
TERBERG (already scrapped - 30/9/04) MW20	APR 84	14.25%	44,302				44,302	44,301	0		44,301	-1-			Leased Barges
Gapex 04/072	DEC 04	33%	1,049			3	1,049	1,049	0		1,049	0	PEN	002400	Computer Equipment
DESCRIPTION DE CASO DARGO A DISSONA DE CASA DE	-MAR 03	. 33%	1,058	j			1,058	1.057	0		1,057	1	HEA	002400	Computer Equipment
DESCRIPTION OF THE PROPERTY OF THE PARTY OF	APR 03	33%	1			1	1	0	0		. 0	1	HEA	002400	Computer Equipment :
DELE MERCENILATED PROCESS IN EACH S. Colone 000 CO. Cherry Tylicals	JUN 04.	33%	. 596			1	596	. 595	0		595	1	HEA	002400	Computer Equipment
DEL CRIPTE / DETRICA DE LA LA LA LA LA CONTRACTO DE ACONDO ENCON	DEC 04	33%	. 569			8	569	568	0		568	1	HEA	002400	Computer Equipment
PER CONFIDENCES OF COLUMN COMPANIONS SHOULD SHOULD SHOW	APR 05	33%	526			8	526	525	0		525	0	HEA	002400	Computer Equipment
DISCOSTORAR DE RECENTA CONTRA COMO COMPANDOS CONTRACTORAS.	APR 05	33%	526				. 526	525	.0		525	. 0	HEA	002400	Computer Equipment
DRIL CRIMES/DESI/SON CASES AS CARRIES SAME ACCORDING	APR 05	33%	526				526	525	0		525	0	HEA	002400	Computer Equipment
THE CHARLES COUNTY TO COUNTY COUNTY CONSIDERABLE IN THE PROCESSOR.	JUL 06	33%	560				560	559	0		559	1	HEA	002400	Computer Equipment
SALLARIS CELLUTO - MAIL Commodition and Province	DEC 07	33%	1.065			Ĭ .	7,065	1.064	0		1,064	1	HEA.	002400	Computer Equipment
the purpose of the control of the co	. FEB 08	33%	1.075			8	1,075	1.074	0		1,074	- 1	HEA	002400	Computer Equipment
A CONTRACTOR OF CONTRACTOR CONTRACTOR OF CONTRACTOR CON	OCT 08	33%	931			1	931	. 930	0		930	- 1	HEA	002400	Computer Equipment
PARKS STORATORIOSTICANA CONVENTANTA	Aug-09	33%	942				942	941	- 0		941	1	. HEA	002400	Computer Equipment
			1		Management of the Control										
			53.724				53,724	53,714			53,714	-10			

400000 400000A HEA	TERBERG (c 31/03/2013	· Ý	44,302.00	
002004 002004J BSS	TERBERG (c 31/03/2013	2		44,302.00
D60006 060006J BSS	TERBERG (c . 31/03/2013	3	44,301.00	
400000 4000008 HEA	TERBERG (c 31/03/2013	- 4		44,301.00
400000 400000A PEN	DELL OPTIPU 31/03/2013	5	1,049.00	
002404 002404G BSS	DELL OPTIPU 31/03/2013	- 6		1,049.00
006406 006406G BSS	DELL OPTIPLE 31/03/2013	7 ·	1,049.00	
400000 400000B PEN	DELL OPTIPLE 31/03/2013	. 8		1,049.00
400000 400000A HEA	Computer E 31/03/2013	9	8,373.17	
002404 002404J BSS	Computer E - 31/03/2013	. 10		8,373.17
006406 006406J BSS	Computer E 31/03/2013	- 11	8,363.75	
400000 4000008 PEN	Computer E 31/03/2013	12		8,363.75

107,437.92 107,437.92