COMPANIES FORM No. 155(6)a

G

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number 00988844

Note
Please read the notes on page 3 before completing this form.

Name of company

* WRG Waste Services Limited (the **"Company"**)

* insert full name of company

ø insert name(s) and address(es) of all the directors

X/We ø James Robert Meredith of 2 Prestwick Road, Biddenham, Bedford, Bedfordshire, MK40 4FH

Steven Neville Hardman of Merrywood, Sion Hill, Bath, Avon, BA1 2UL

Leslie James Davidson Cassells of Bridge Cottage, 6 Hodges Lane, Kislingbury, Northamptonshire, NN7 4AJ

† delete as appropriate

[~~the sole director~~] [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate

~~(a) that of a [recognised bank] [licensed institution] within the meaning of the Banking Act 1987~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the ~~Company~~ [company's holding company WRG (Management) Limited]†

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].†

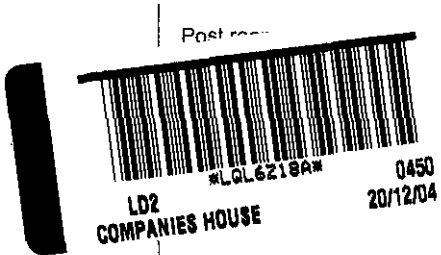
The number and class of the shares acquired or to be acquired is: 100 ordinary shares of £1 each

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

Slaughter and May (Ref:PCS/KZE)
One Bunhill Row
London
EC1Y 8YY

For official Use
General Section

Post room



The assistance is to be given to: (note 2) WRG Acquisitions 2 Limited

(registered office: 3 Sidings Court, White Rose Way, Doncaster DN4 5NU)

Please do not write in this margin

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

The assistance will take the form of:

See Schedule 1 attached

The person who [has acquired] [~~will acquire~~]† the shares is:

† delete as appropriate

WRG Acquisitions 2 Limited

The principal terms on which the assistance will be given are:

See Schedule 2 attached

The amount of cash to be transferred to the person assisted is £ nil

The value of any asset to be transferred to the person assisted is £ nil

The date on which the assistance is to be given is 15 December 2004

lease do not rite in this argin

lease complete gibly, preferably black type, or old block lettering

delete either (a) or (b) as appropriate

X We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [X We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) [~~It is intended to commence the winding up of the company within 12 months of that date, and X we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.~~]* (note 3)

And X we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at the offices of Slaughter and May,
One Bunhill Row,
London EC1Y 8YY

Declarants to sign below

	Day	Month	Year
on	13	12	2004

before me

A ~~Commissioner for Oaths or Notary Public or Justice of the Peace or a~~ Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Laserform International 12/99

Schedule 1

Entry by the Company into the following documents (each as amended, extended, novated or supplemented from time to time, the "**Documents**"):

1. an accession agreement (the "**Accession Agreement**") by which the Company will accede to a second supplemental agreement (the "**Second Supplemental Agreement**") entered into between WRG Acquisitions plc ("**WRG Acquisitions**"), Barclays Bank PLC as security agent and others on 9 December 2004, which, amongst other things, amends and restates a senior credit facilities agreement dated 9 June 2003 (as amended on 11 June 2003, 11 August 2003, 29 March 2004 and 26 August 2004) pursuant to which certain senior facilities have been made available to WRG Acquisitions and certain of its subsidiaries (the "**Obligors**") (the "**Senior Credit Facilities Agreement**");

2. an indenture (incorporating a guarantee) (the "**Second Lien Floating Rate Note Indenture**") relating to the second lien floating rate notes to be issued by WRG Acquisitions (the "**Second Lien Floating Rate Notes**"), to be entered into between, or acceded to by, WRG Acquisitions and certain of its subsidiaries, including the Company, which are providing a guarantee in respect of the Second Lien Floating Rate Notes pursuant to the Second Lien Floating Rate Note Indenture (the "**Subsidiary Guarantors**"), pursuant to which the Second Lien Floating Rate Notes are to be issued in an initial amount of up to £300,000,000;

3. an indenture (incorporating a guarantee) (the "**Senior Note Indenture**") relating to the senior notes to be issued by WRG Finance plc ("**WRG Finance**") (the "**Senior Notes**" and, together with the Second Lien Floating Rate Notes, the "**Notes**") to be entered into between, or acceded to by, WRG Finance, WRG Acquisitions and the Subsidiary Guarantors, including the Company, pursuant to which the Senior Notes are to be issued in an initial amount of up to £200,000,000 and the Subsidiary Guarantors, including the Company, provide a guarantee in respect thereof;

4. an accession agreement by which the Company will accede to a purchase agreement (the "**Purchase Agreement**") entered into between WRG Acquisitions, WRG Finance and Barclays Bank PLC, Merrill Lynch International and Deutsche Bank AG London as the initial purchasers (the "**Initial Purchasers**") of the Notes on 9 December 2004 (the "**Purchase Agreement Accession Agreement**");

5. a debenture (the "**Second Ranking Debenture**") to be entered into between, among others, the Company and The Bank of New York as trustee in respect of the payment and discharge of all its present and future obligations due, owing or incurred under the Second Lien Floating Rate Note Indenture (which incorporates a guarantee), the Intercreditor Deed (as defined below) and certain other documents contemplated by the Second Ranking Debenture;

6. a deed (the "**Debenture Amendment Deed**") to be entered into between, among others, the Company, and Barclays Bank PLC as security agent which amends a Shanks Second Stage Debenture dated 26 August 2004 pursuant to which the

Company provided security in respect of all of its present and future obligations due, owing or incurred under the Senior Credit Facilities Agreement, the Intercreditor Deed (as defined below) and any other documents contemplated by the Shanks Second Stage Debenture;

7. an accession deed (the "**Fourth Amendment Deed Accession Deed**") to a fourth amendment deed (the "**Fourth Amendment Deed**") relating to an Intercreditor Deed dated 9 June 2003 (as amended on 5th August 2003, 10th September 2003 and 26th August 2004) (as amended, extended, novated or supplemented from time to time, the "**Intercreditor Deed**"), entered into between, among others, WRG Acquisitions and Barclays Bank plc as senior agent and senior security agent (as defined in the Intercreditor Deed) on 10 December 2004;

8. a debenture (the "**Shanks Third Stage Debenture**") to be entered into between, among others, the Company and Barclays Bank PLC as security agent;

9. an accession agreement to the Senior Credit Facilities Agreement (the "**Third Stage Accession Agreement**") to be entered into between the Company, WRG Acquisitions and Barclays Bank PLC as facility agent;

10. an accession deed to the Intercreditor Deed (the "**Third Stage Accession Deed**") to be entered into between the Company and Barclays Bank PLC as facility agent;

11. a loan agreement (the "**Intercompany Loan Agreement**") to be entered into between, among others, the Company, WRG Acquisitions and WRG Acquisitions 2 Limited under which the Company will agree to advance funds to WRG Acquisitions and WRG Acquisitions 2 Limited, and

any other financial assistance constituted by the Documents, the amounts payable thereunder and/or the transactions contemplated thereby, and the exercise by the Company of its rights and the performance of its obligations thereunder, which shall include, without limitation, any condition, undertaking, representation, warranty, guarantee, indemnity or any other thing done or to be done in connection with the Documents which would constitute financial assistance.

Schedule 2

1. By entering into the Accession Agreement the Company will become party to the Second Supplemental Agreement by which the Senior Credit Facilities Agreement, pursuant to which credit facilities were made available to WRG Acquisitions and certain of its subsidiaries for the purpose of, among other things, funding the purchase price for the acquisition of WRG (Management) Limited and its subsidiaries, including the Company, by WRG Acquisitions 2 Limited (the "**Acquisition**"), will be amended and restated. Pursuant to the Second Supplemental Agreement, amongst other things, the total amount of term loan facilities outstanding under the Senior Credit Facilities will be reduced from £345,800,000 to £140,000,000 using proceeds from the issue of the Notes, the bonding facility (described as the revolving A facility in the Senior Credit Facilities Agreement) will be reduced from £200,000,000 to £50,000,000 and the revolving B facility will remain at £50,000,000 with the ability to increase these revolving facilities by up to £25,000,000. A new senior capital facility in an amount of up to £50,000,000 will also be made available to certain subsidiaries of WRG Acquisitions.

   In addition, the Company will agree to perform all other obligations applicable to it under the Accession Agreement and Second Supplemental Agreement, including, without limitation, the giving of:

   (a) certain undertakings, representations and warranties; and

   (b) certain indemnities in favour of the Finance Parties (as defined therein).

   The Company will also represent, warrant and confirm to the Finance Parties (as defined therein), amongst other things, that the security interests created by those security documents to which it is a party in respect of its obligations and liabilities under the Senior Credit Facilities Agreement, and its guarantee of such obligations and liabilities, will continue in full force and effect and will extend to its liabilities and obligations under the Senior Credit Facilities Agreement as amended by the Second Supplemental Agreement.

2. By acceding to the Second Lien Floating Rate Note Indenture, the Company will provide a guarantee in respect of the obligations of WRG Acquisitions under the Second Lien Floating Rate Notes pursuant to the Second Lien Floating Rate Note Indenture, pursuant to which the Second Lien Floating Rate Notes are to be issued in an initial amount of up to £300,000,000. Such sums are to be used by WRG Acquisitions, partly in discharging, directly or indirectly, existing indebtedness of WRG Acquisitions and its subsidiaries incurred in connection with the Acquisition, partly in discharging, directly or indirectly, transaction costs and partly towards general corporate purposes of WRG Acquisitions and its subsidiaries. In addition, the Company will agree to perform all other obligations applicable to it under the Second Lien Floating Rate Note Indenture and the Second Lien Floating Rate Notes, including, without limitation, the giving of:

   (a) certain covenants and undertakings; and

   (b) certain indemnities in favour of The Bank of New York (as Trustee).

3. By acceding to the Senior Note Indenture, the Company will provide a guarantee in respect of the obligations of WRG Finance under the Senior Notes and the Senior Note Indenture, pursuant to which the Senior Notes are to be issued in an initial amount of up to £200,000,000. Such sums are to be used by WRG Finance and WRG Acquisitions, partly in discharging, directly or indirectly, existing indebtedness of WRG Acquisitions and its subsidiaries incurred in connection with the Acquisition, partly in discharging, directly or indirectly, transaction costs and partly towards general corporate purposes of WRG Acquisitions and its subsidiaries. In addition, the Company will agree to perform all other obligations applicable to it under the Senior Note Indenture and the Senior Notes, including, without limitation, the giving of:

   (a) certain covenants and undertakings; and

   (b) certain indemnities in favour of The Bank of New York (as trustee).

4. By entering into the Purchase Agreement Accession Agreement, the Company will become party to the Purchase Agreement, together with WRG Acquisitions, WRG Finance and the Subsidiary Guarantors, and will agree to indemnify the Initial Purchasers against, among other things, certain losses arising out of any untrue statement or omission of a material fact in the offering memorandum relating to the offering of the Notes. In addition, the Company will give certain warranties, representations and covenants specified therein.

5. By entering into the Second Ranking Debenture, the Company will grant second ranking security in favour of the Bank of New York (as trustee) over all its assets and undertaking specified therein to secure payment and discharge of all its present and future obligations due, owing or incurred under the Second Lien Floating Rate Note Indenture, the Intercreditor Deed and any other documents contemplated by the Second Ranking Debenture.

   The security under the Second Ranking Debenture is to include, among other things, (subject to certain exceptions as described therein):

   (i) a charge by way of legal mortgage over certain real property of the Company;

   (ii) a floating charge over its undertaking and all its assets;

   (iii) a fixed charge over:

      (a) its shares in certain of its subsidiaries (as set out in Schedule 3 of the Second Ranking Debenture), certain book debts, certain intellectual property rights, certain plant and machinery, certain contracts to which the Company is a party and any interest, claim or right of the Company in respect of any pension fund or plan; and

(b) all its uncalled share capital, all its goodwill and any authorisation, licence or consent in relation to any assets subject to the Second Ranking Debenture;

(iv) security interest in favour of The Bank of New York (as trustee) of all its rights and interest present or future in respect of the Relevant Documents (as defined in the Second Ranking Debenture); and

(v) a provision that the Company shall, at its own expense, promptly do all such things as the security agent may require for creating, registering, perfecting, maintaining or protecting the security or any of the secured assets.

In addition, the Company will agree in the Second Ranking Debenture to give:

(a) certain undertakings and representations and warranties in respect of itself; and

(b) certain indemnities in favour of The Bank of New York (as trustee).

6. By entering into the Debenture Amendment Deed, the Company will be amending the terms of the security which it has provided to Barclays Bank PLC as security agent in respect of all of its present and future obligations due, owing and incurred under the Senior Credit Facilities Agreement, the Intercreditor Deed and any other documents contemplated by the Shanks Second Stage Debenture. In addition, the Company will perform all other obligations applicable to it under the Debenture Amendment Deed including, without limitation, the giving of:

(a) certain undertakings, representations and warranties in respect of itself; and

(b) certain indemnities in favour of the Finance Parties (as defined therein).

7. By entering into the Fourth Amendment Deed Accession Deed, the Company will agree to the ranking of certain indebtedness of the Company and of other members of the WRG Group (being WRG Investments Limited and its subsidiaries), including that incurred under the Senior Credit Facilities Agreement, the Notes, the Second Floating Rate Note Indenture, the Senior Note Indenture and certain intercompany loan agreements. Intra-group liabilities are postponed and subordinated until liabilities under the Senior Credit Facilities Agreement, the Second Lien Floating Rate Notes and the Senior Notes have been discharged in full. In addition, the Company will perform all other obligations applicable to it under the Fourth Amendment Deed and the Intercreditor Deed which will include, without limitation, the giving of certain covenants, representations and warranties.

8. By entering into the Shanks Third Stage Debenture, the Company will provide security in respect of all its present and future obligations due, owing or incurred under the Senior Credit Facilities Agreement, the Intercreditor Deed and any other documents contemplated by the Shanks Third Stage Debenture.

The security under the Shanks Third Stage Debenture is to include, among other things, (subject to certain exceptions as described therein):

(i) a charge by way of legal mortgage over certain real property of the Company;

(ii) a floating charge over its undertaking and all its assets;

(iii) a fixed charge over:

(a) its shares in certain of its subsidiaries (as set out in Schedule 3 of the Shanks Third Stage Debenture), certain book debts, certain intellectual property rights, certain plant and machinery, certain contracts to which the Company is a party and any interest, claim or right of the Company in respect of any pension fund or plan; and

(b) all its uncalled share capital, all its goodwill and any authorisation, licence or consent in relation to any assets subject to the Shanks Third Stage Debenture;

(iv) security interest in favour of Barclays Bank PLC as security agent of all its rights and interest present or future in respect of the Relevant Documents (as defined in the Shanks Third Stage Debenture); and

(v) a provision that the Company shall, at its own expense, promptly do all such things as the security agent may require for creating, registering, perfecting, maintaining or protecting the security or any of the secured assets.

In addition, the Company will agree in the Shanks Third Stage Debenture to give:

(a) certain undertakings and representations and warranties in respect of itself; and

(b) certain indemnities in favour of Barclays Bank PLC as security agent.

9. By entering into the Third Stage Accession Agreement, the Company would re-accede to the Senior Credit Facilities Agreement as a guarantor, thereby guaranteeing the performance by each other Obligor of all its payment obligations under the Finance Documents (as defined therein) and the payment when due by each other Obligor of all sums payable under the Finance Documents.

11. By entering into the Third Stage Accession Deed, the Company would re-accede to the Intercreditor Deed as an Obligor. This was required in connection with its re-accession to the Senior Credit Facilities Agreement.

12. By entering into the Intercompany Loan Agreement, the Company will agree to advance funds to WRG Acquisitions and WRG Acquisitions 2 Limited for the purposes of, among other things, the repayment of principal, interest or other amounts under the Senior Credit Facility Agreement, the Second Lien Floating Rate Note Indenture, the Notes and

the Senior Note Indenture, or the payment of any other costs, expenses incurred by WRG Acquisitions or any of its subsidiaries directly or indirectly in connection with the Acquisition.

KPMG

KPMG LLP
1 Puddle Dock
London EC4V 3PD
United Kingdom

Tel +44 (0) 20 7311 1000
Fax +44 (0) 20 7311 2080
DX 38050 Blackfriars

The Directors
WRG Waste Services Limited
3 Sidings Court
White Rose Way
Doncaster
South Yorkshire
DN4 5NU

13 December 2004

Dear Sirs

Auditors' report to the directors of WRG Waste Services Limited (the 'Company') pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of the Company dated 13 December 2004 in connection with the proposal that the Company should give financial assistance for the purchase of the entire issued share capital of the Company's holding company, WRG (Management) Limited.

This report is made solely to the Company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the Company's auditors might state to the Company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG LLP

KPMG LLP
Registered Auditor

JR

KPMG LLP, a UK limited liability partnership, is a member of KPMG International, a Swiss cooperative

Registered in England No OC301540
Registered office: 8 Salisbury Square, London EC4Y 8BB