

MR01

Particulars of a charge

028145/1196
Oyez

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record

FRIDAY



LD6 *L2NMGYR6*
20/12/2013 #63
COMPANIES HOUSE

1 Company details

Company number 00988844
Company name in full FCC Waste Services (UK) Limited

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 17/12/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name GLAS Nominees Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

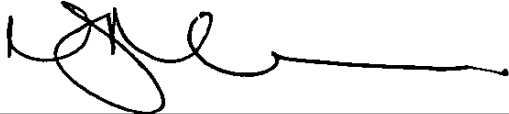
9

Signature

Please sign the form here

Signature




Signature




X  X

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

MR01

Particulars of a charge

	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Peter Mason
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000
	Certificate
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
	Checklist
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

	Important information
Please note that all information on this form will appear on the public record.	
	How to pay
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'	
	Where to send
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.	
For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	

	Further information
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 988844

Charge code. 0098 8844 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2013 and created by FCC WASTE SERVICES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2013.

DX

Given at Companies House, Cardiff on 30th December 2013

17 DECEMBER 2013

FCC ENVIRONMENT (UK) LIMITED
(formerly **WASTE RECYCLING GROUP LIMITED**)
(as Parent)

THE COMPANIES LISTED IN SCHEDULE 1
(together with the Parent, the Originalchargors)


GLAS NOMINEES LIMITED
(the Security Trustee)

SUPPLEMENTAL SECOND RANKING DEBENTURE

This Debenture is entered into subject to the terms of the
Intercreditor Agreement

*Certified true save for
material redacted
pursuant to Section 859G
of the Companies Act 2006*

Certified a true and complete copy
of the original

 *PETER MASON*
Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London
EC4Y 1HS

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	1
2. COVENANT TO PAY.....	7
3. CREATION OF SECURITY.....	7
4. NATURE OF SECURITY CREATED.....	8
5. CONVERSION OF FLOATING CHARGE	9
6. REPRESENTATIONS AND WARRANTIES.....	10
7. POSITIVE COVENANTS.....	10
8. NEGATIVE COVENANTS	14
9. DIVIDENDS AND VOTING RIGHTS	15
10. ENFORCEMENT.....	15
11. APPOINTMENT AND POWERS OF RECEIVERS	16
12. PROTECTION OF PURCHASERS	17
13. PROTECTION OF THE FINANCE PARTIES AND RECEIVERS	17
14. PRESERVATION OF SECURITY	18
15. TACKING.....	20
16. FURTHER ASSURANCE	20
17. POWER OF ATTORNEY	22
18. CURRENCY	22
19. DISCHARGE OF SECURITY	23
20. COSTS AND EXPENSES	23
21. ADDITIONAL CHARGORS	23
22. NOTICES	24
23. CALCULATIONS AND CERTIFICATES	25
24. PARTIAL INVALIDITY.....	25
25. REMEDIES AND WAIVERS	25
26. SET-OFF.....	25
27. AMENDMENTS AND WAIVERS.....	26
28. COUNTERPARTS.....	26
29. GOVERNING LAW AND ENFORCEMENT.....	26
SCHEDULE 1 ORIGINAL CHARGORS.....	27
SCHEDULE 2 SHARES.	29
SCHEDULE 3 FORM OF NOTICE FOR ASSIGNED AGREEMENTS.....	30
SCHEDULE 4 FORM OF NOTICE FOR INSURANCES	33
SCHEDULE 5 FORM OF NOTICE FOR ACCOUNTS.....	35

SCHEDULE 6 FORM OF SECURITY ACCESSION DEED37
SCHEDULE 7 CASH ACCOUNTS40

THIS DEBENTURE dated 17 December 2013

BETWEEN

- (1) **FCC ENVIRONMENT (UK) LIMITED** (formerly **WASTE RECYCLING GROUP LIMITED**), a company incorporated under the laws of England and Wales with registered number 02902416 having its registered office at Ground Floor West, 900 Pavilion Drive, Northampton Business Park, Northampton NN4 7RG (the *Parent*);
- (2) **THE COMPANIES** listed in Schedule 1 (*Original Chargors*) (together with the Parent, the *Original Chargors*); and
- (3) **GLAS NOMINEES LIMITED** as trustee for the Finance Parties (the *Security Trustee*).

Recitals

(A) The Finance Parties (other than HMRC) have agreed to make credit facilities available on the terms of the Facility Agreement and the RBS Facility, the Hedging Entities have agreed to enter into the Hedging Agreements and HMRC has agreed to enter into the Time to Pay Agreement

(B) The Chargors have agreed to provide Security to the Security Trustee (as trustee for the Finance Parties) to secure the payment and discharge of the Secured Liabilities.

THIS DEED WITNESSES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

(a) In this Debenture:

Account means each account of a Chargor held with the Agent or the Security Trustee

Account Chargors means each company utilising the Cash Account

Act means the Law of Property Act 1925

Agent means Banco Bilbao Vizcaya Argentaria S A.

Arrangers means Banco Bilbao Vizcaya Argentaria, S A , Banco Santander, S A , London Branch and The Royal Bank of Scotland plc.

Assigned Agreements means the Hedging Agreements, the Material Contracts and the Intra-Group Loan Agreements

Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

Book Debts means, in relation to a Chargor, all its book debts arising in the ordinary course of trading

Borrower means Azincourt Investment, S.L.U a company incorporated under the laws of Spain with tax company number (*Código de Identificación Fiscal*) B-84825793

Business Day means any day of the week other than:

- (a) Saturday or Sunday;
- (b) days on which banks are not open for general business in Madrid or London; and
- (c) days on which the TARGET System is not available or does not operate (or if the TARGET System is no longer available, any other set-off system that the Agent may appoint subject to prior consultation with the Borrower) properly for payments in sterling

Cash Account means each of the accounts specified in Schedule 7 (*Cash Accounts*)

Charging Group Companies means each Chargor and any Group Company which has granted Security in favour of the Security Trustee.

Chargor means each Original Chargor and each New Chargor.

Debt Reimbursement Agreement means the debt reimbursement agreement between, amongst others, Azincourt Investment S.L.U. and the Agent dated on or about the date of this Debenture.

Default Rate means the rate of interest specified in, and calculated in accordance with, clause 6.6 (*Default interest*) of the Facility Agreement

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them

Drawdown has the meaning given to the term "*Disposición*" in the Facility Agreement

Equipment means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Event of Default means any event or circumstance specified as such in clause 16 (*Events of Default*) of the Facility Agreement or as specified as such in the RBS Facility

Existing Account Charge means the floating charge over a Cash Account granted by the Account Chargers in favour of the Security Trustee dated 21 December 2006

Existing Debenture means the debenture dated 21 December 2006 made between, amongst others, the Parent and the Security Trustee

Existing Mortgage over Securities means the mortgage over securities granted by the Borrower in respect of the shares it owns in the Parent in favour of the Security Trustee dated 21 December 2006.

Existing Share Mortgage means each mortgage over securities granted by WRG Acquisitions 2 Limited, FCC Environment Limited (formerly Herrington Limited) or 3C Holdings Limited in favour of the Security Trustee dated on 21 December 2006

Existing Security Trust Agreement means the security trust agreement between, amongst others, the Borrower, the Agent and the Existing Security Trustee dated 21 December 2006.

Existing Security Trustee means Banco Santander, S.A., London Branch in its capacity as security trustee under the Existing Security Trust Agreement

Facility Agreement means the facility agreement dated 21 December 2006 (as amended, supplemented or restated from time to time) between the Agent, the Arrangers and the Lenders and the Borrower.

Final Discharge Date means the Final Discharge Date under (and as defined in) the Existing Security Trust Agreement

Finance Document means the Facility Agreement, the Intercreditor Agreement, the Hedging Agreement, any Transaction Security Document, the RBS Facility, the fee letters, the Sponsor Support Agreement, the Existing Security Trust Agreement, the Supplemental Security Trust Agreement, the Time to Pay Agreement and any other document designated as a Finance Document by the Majority of Creditors and the Borrower

Finance Parties means the Agent, the Arrangers, the Security Trustee, the Working Capital Finance Parties, the Lenders, the Hedge Counterparties and HMRC.

Group means the Parent and each of its Subsidiaries for the time being and **Group Company** means any one of them

HMRC means H.M. Revenue and Customs

HMRC LFT Liabilities means the liabilities owing by certain Chargors to HMRC in an amount equal to £73,898,702.89 in respect of tax obligations arising on or about 23 October 2013 relating to the use of landfill sites for the period of 24 June 2013 to 23 September 2013 (inclusive) as regulated by the terms of the Time to Pay Agreement.

Hedge Counterparty means any Arranger (or an entity belonging to its group appointed by such Arranger) which becomes from time to time the counterparty of the Borrower under any of the Hedging Agreements and Hedge Counterparties shall be construed accordingly

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and the Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facility Agreement in accordance with clause 15 of the Facility Agreement

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Insurance means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest

Intellectual Property Rights means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

Intercreditor Agreement means the intercreditor agreement dated 27 March 2007 (as amended, supplemented or restated from time to time) and made between the Finance Parties

Interest Period has the meaning given to the term “*Periodo de Interés*” in the Facility Agreement.

Intra-Group Loan means a loan made under an Intra-Group Loan Agreement.

Intra-Group Loan Agreement means any agreement under which the Borrower or Group Company has or will make available a facility to the Borrower or another Group Company.

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Act

Lenders means.

- (a) Banco Bilbao Vizcaya Argentaria, S.A , Banco Santander, S A London Branch and The Royal Bank of Scotland plc
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 20 of the Facility Agreement,

which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement.

Majority of Creditors has the meaning given to the term “*Mayoría de Acreedores*” in section 5 2 of the Intercreditor Agreement.

Material Contracts means any contracts of whatsoever nature executed by a Chargor, the breach, termination of or default under which could trigger a material damage or loss for any of the Chargors which could negatively affect to its ability to comply with its obligations under any of the Finance Documents

New Chargor means a company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 0 (*Additional Chargors*) and clause 18 of the Facility Agreement.

Non Trading Debts means all debts and moneys due or payable to a Chargor except for Book Debts

Obligor means the Borrower, any Group Company that may become an obligor pursuant to the Facility Agreement and any Charging Group Company

RBS Facility means a revolving credit facility between the Parent, FCC Recycling (UK) Limited (formerly Waste Recycling Limited) and The Royal Bank of Scotland plc dated 30 October 2006 (as amended from time to time)

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

Secured Liabilities means the liabilities of the Borrower and each Obligor to the Finance Parties (other than HMRC) under or pursuant to the Finance Documents or the Debt Reimbursement Agreement and the HMRC LFT Liabilities

Security Accession Deed means a deed executed by a New Chargor substantially in the form set out in Schedule 6 (*Form of Security Accession Deed*), with those amendments which the Security Trustee may approve or reasonably require

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by this Debenture.

Security Period means the period starting on the date of this Debenture and ending on the date on which the Agent is satisfied that all of the liabilities of the Borrower and each Group Company under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to any facility under the Facility Agreement or the RBS Facility or in relation to the Time to Pay Agreement

Shares means all shares held by a Chargor in the Subsidiary referred to opposite its name in Schedule 2 (*Shares*).

Sponsor Support Agreement has the meaning given to the term "*Contrato de Apoyo*" in the Facility Agreement.

Subsidiary means a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006

Supplemental Account Charge means the floating charge over a Cash Account granted by the Account Chargors in favour of the Security Trustee dated on or about the date of this Debenture.

Supplemental First Ranking Debenture means the debenture dated on or about the date of this Mortgage made between, amongst others, certain subsidiaries of the Parent and the Security Trustee.

Supplemental Mortgage over Securities means the mortgage over securities granted by the Borrower in respect of the shares it owns in the Parent dated on or about the date of this Debenture

Supplemental Scottish Security Documents has the meaning given to it in the Supplemental Security Trust Agreement

Supplemental Share Mortgage means each mortgage over securities granted by WRG Acquisitions 2 Limited, FCC Environment Limited (formerly Herrington Limited) or 3C Holdings Limited in favour of the Security Trustee dated on or about the date of this Debenture

Supplemental Security Trust Agreement means the security trust agreement between, amongst others, the Borrower, the Agent and the Security Trustee dated on or about the date of this Debenture.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

Time to Pay Agreement means the time to pay agreement between, amongst others, the Parent and HMRC dated on or about the date of this Debenture

Transaction Security Documents means this Debenture, the Existing Debenture, the Supplemental First Ranking Debenture, the Existing Mortgage over Securities, the Supplemental Mortgage over Securities, the Existing Account Charge, the Supplemental Account Charge, each Existing Share Mortgage, each Supplemental Share Mortgage, the Supplemental Scottish Security Documents and the remaining *in rem* security interests to be granted pursuant to clause 18.2 of the Facility Agreement, together with any other document entered into by the Borrower or any Group Company creating or expressed to create, evidencing or granting any Security in favour of the Finance Parties (or any of them) over all or any part of its assets in respect of the obligations of the Borrower or any Obligor under any of the Finance Documents, each in form and substance satisfactory to the Agent

Working Capital Finance Parties means:

- (a) The Royal Bank of Scotland plc in its capacity as lender under the RBS Facility,
- (b) any financial institution, trust, fund or other entity which has become a lender in accordance with the terms contemplated therein, and
- (c) any agent appointed under either of the RBS Facility

1.2 Construction

- (a) Unless a contrary intention appears, any reference in this Debenture to:
 - (i) a **Finance Document** or this **Debenture** or any other agreement or instrument is a reference to that Finance Document or this Debenture or other agreement or instrument as amended, restated, varied, supplemented, replaced or novated, supplemented, extended or restated from time to time,
 - (ii) a **Chargor**, the **Security Trustee** or any other **Finance Party** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of a Chargor, so far as any such is permitted);
 - (iii) the **Security Trustee** or any other **Finance Party** or a **Receiver** (except for the references in Clause 17 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates,
 - (iv) **assets** includes present, future, actual and contingent properties, revenues and rights of every description, whether tangible or intangible (including uncalled share capital);
 - (v) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
 - (vi) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity,
 - (vii) the words **other** and **otherwise** shall not be construed *ejusdem generis* with any preceding words where a wider construction is possible;
 - (viii) any **person** includes any assignee, transferee, successor in title, delegate, sub delegate or appointee of that person (in the case of a Party, in so far as such assignees,

transferees, successors in title, delegates, sub-delegates or appointees are permitted) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality), and

- (ix) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law (but if not having the force of law being one, which persons to whom such regulation is addressed are accustomed to comply with)) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self regulatory or other authority or organisation.

- (b) The liabilities of the Chargors under this Debenture are joint and several

1.3 Third party rights

- (a) Each Finance Party, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the *Third Parties Act*) to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of any Finance Document, the parties to this Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person who is not a party to this Debenture.

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2. COVENANT TO PAY

Each Chargor covenants with the Security Trustee and the other Finance Parties that it will on demand pay and discharge the Secured Liabilities when due.

3. CREATION OF SECURITY

3.1 Shares

Each Chargor mortgages in favour of the Security Trustee or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Shares, and
- (b) all related Distribution Rights.

3.2 Other assets

- (a) Each Chargor charges in favour of the Security Trustee by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3
- (b) The floating charge created by each Chargor pursuant to Paragraph (a) of this Clause 3.2 is a "qualifying floating charge" for the purposes of Paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture

3.3 Trust

- (a) At all times during the Security Period and subject to Paragraph (b), if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, to the extent not also prohibited the relevant Chargor holds it on trust for the Security Trustee
- (b) If the reason referred to in Paragraph (a) is that
 - (i) a consent or waiver must be obtained, or
 - (ii) a condition must be satisfied, then:
 - (A) subject to Paragraph (c), the Chargor shall apply for the consent or waiver, and
 - (B) the Chargor shall use all reasonable endeavours to satisfy the condition, in each case within 30 days following the date of crystallisation of the floating charge into fixed charges
- (c) Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:
 - (i) use all reasonable endeavours to obtain it as soon as possible, and
 - (ii) keep the Security Trustee informed of the progress of the negotiations to obtain it
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 2 and the trust referred to in Paragraph (a) shall terminate

4. NATURE OF SECURITY CREATED

The Security created under this Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Finance Parties in accordance with the terms of the Supplemental Security Trust Agreement, and

- (d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the relevant Chargor does not know and could not reasonably be expected to know about them).

5. CONVERSION OF FLOATING CHARGE

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Security Trustee may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Debenture into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default occurs and is continuing; or
- (b) the Security Trustee considers that Security Asset to be in material danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy,

5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply.

- (a) by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986, or
- (b) prior to the occurrence of the Final Discharge Date unless the Existing Security Trustee has given its prior consent to the Security Trustee serving a notice as described in Clause 5.1 (*Conversion on notice*)

5.3 Automatic conversion

The floating charge created by a Chargor under this Debenture will convert automatically into fixed charges:

- (a) if the Security Trustee receives notice of an intention to appoint an administrator of that Chargor,
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- (c) if that Chargor creates or attempts to create Security over all or any of the Security Assets, other than Security permitted pursuant to the terms of the Facility Agreement or Intercreditor Agreement;
- (d) on the crystallisation of any other floating charge over the Security Assets at any time after (but not including) the date of this Debenture;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so,
- (f) upon the occurrence of the Final Discharge Date; and
- (g) in any other circumstances prescribed by law

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and Undertakings

The Security Trustee has entered into this Debenture in reliance on the representations of each Chargor set out in this Clause 6, and each Chargor warrants to the Security Trustee on the date of this Debenture:

- (a) all Shares described opposite its name in Schedule 2 (*Shares*) are beneficially owned by it as at the date of this Debenture,
- (b) all of the Shares are fully paid, and
- (c) each of the Cash Accounts is located in England.

6.2 Repetition

The representations and warranties set out in this Clause 6 shall survive the execution of this Debenture and are deemed to be repeated by reference to the facts and circumstances then existing on the last day of each Interest Period and on each Drawdown (the *Repeating Representations*).

7. POSITIVE COVENANTS

7.1 Preservation of the Security Assets

- (a) From the date of this Debenture until the expiry of the Security Period in relation to the Shares and (in the case of any other Security Asset) following conversion of the floating charge created by this Debenture over those Security Assets into a fixed charge pursuant to Clause 5 (*Conversion of floating charge*) each Chargor shall:
 - (i) observe and perform all material covenants, undertakings, laws and regulations from time to time affecting that Security Asset or the use or enjoyment of it,
 - (ii) pay all Tax, rents, rates, duties, fees, charges, assessments, impositions, calls, instalments and outgoings which are properly payable at any time during the Security Period in respect of any Security Asset or by the owner or occupier of it (and if it fails to pay that amount when due, the Security Trustee may pay it);
 - (iii) notify the Security Trustee of any action commenced by a third party to seize, attach, charge, take possession of or sell any Security Asset which (to the best of its knowledge and belief) has been started or threatened,
 - (iv) at its own cost, defend any proceedings (including proceedings to seize, attach, charge, take possession of or sell) brought by a third party relating to any Security Asset; and
 - (v) (A) if it forms or acquires any Subsidiary following conversion of the floating charge created by this Debenture into fixed charges pursuant to Clause 5 (*Conversion of floating charge*), notify the Security Trustee immediately; and
 - (B) as soon as any Shares are registered in, or transferred into the name of, that Chargor, or held by or in the name of the Security Trustee (and in any event as soon as the Security Trustee so requests), it shall deposit with the Security Trustee, in respect of or in connection with those Shares.
 - (I) all stock and share certificates and documents of or evidencing title;

- (II) signed undated transfers, completed in blank and, if the Security Trustee so requires, pre-stamped; and
 - (III) any other documents which the Security Trustee may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Security Trustee at the expense and risk of the Chargor, and
- (vi) calculate and make all payments without (and free and clear of any deduction for) set-off and counterclaim.
- (b) Following conversion of the floating charge created by this Debenture into fixed charges pursuant to Clause 5 (*Conversion of floating charge*):
 - (i) each Chargor shall keep all Land, all Equipment and all other tangible assets which form part of the Security Assets in good and substantial repair, fair wear and tear excepted and permit the Security Trustee free access at all reasonable times and on reasonable notice to view their state and condition;
 - (ii) each Chargor shall preserve, maintain and renew as and when necessary all material Intellectual Property Rights which form part of the Security Assets;
 - (iii) each Chargor shall promptly notify the Security Trustee in writing if it.
 - (A) intends to acquire any estate or interest in Land; or
 - (B) acquires any estate or interest in Land;
 - (iv) each Chargor shall remedy any material defect or want of repair promptly after service by the Security Trustee of notice of the defect or want of repair,
 - (v) each Chargor shall give immediate notice in writing to the Security Trustee if
 - (A) it receives any notice under section 146 of the Act, or
 - (B) any proceedings are commenced against it for the forfeiture of any lease of any Land,
 - (vi) each Chargor shall
 - (A) immediately on request by the Security Trustee and at the cost of that 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,
 - (B) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
 - (C) if applicable, ensure that the provisions of Clause 16.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage,
 - (vii) if the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall

- (A) not be required to perform that obligation unless and until it has obtained the landlord's consent, and
 - (B) use its reasonable endeavours to obtain the landlord's consent.
- (viii) each Chargor shall
 - (A) perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Land, and
 - (B) must, within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it)
 - (I) deliver a copy to the Security Trustee; and
 - (II) inform the Security Trustee of the steps taken or proposed to be taken to comply with the relevant requirements,
- (ix) each Chargor shall:
 - (A) grant the Security Trustee or its lawyers on request all facilities within the power of that Chargor to enable the Security Trustee or its lawyers (at the expense of that Chargor) to:
 - (I) carry out investigations of title to the Land; and
 - (II) make such enquiries in relation to any part of the Land as a prudent mortgagee might carry out; and
 - (B) if reasonably required by the Security Trustee, provide it with a report on title of that Chargor to the Land concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of that nature,
- (x) each Chargor shall:
 - (A) collect in the Book Debts and Non Trading Debts when they fall due for payment; and
 - (B) pay the Book Debts and Non Trading Debts into its Account or into any other account which the Security Trustee may specify,
- (xi) if a Chargor holds an account other than an Account, it shall.
 - (A) notify the Security Trustee immediately, and
 - (B) immediately on request by the Security Trustee and at the cost of that Chargor execute and deliver to the Security Trustee an assignment in favour of the Security Trustee of an account in any form which the Security Trustee may require;
- (xii) where an account is not maintained with the Security Trustee or the Agent, the relevant Chargor shall.

- (A) give notice substantially in the form set out in Schedule 5 (*Form of notice for accounts*) to the bank with which that account is maintained; and
 - (B) use all reasonable endeavours to procure that each bank served with a notice under paragraph (i) countersigns and returns it to the Security Trustee within 14 days of delivery of the notice.
- (xiii) as soon as any Investments are registered in, or transferred into the name of, that Chargor, or held by or in the name of the Security Trustee (and in any event as soon as the Security Trustee so requests), it shall deposit with the Security Trustee, in respect of or in connection with those Investments:
- (A) all stock and share certificates and documents of or evidencing title;
 - (B) signed undated transfers, completed in blank and, if the Security Trustee so requires, pre-stamped, and
 - (C) any other documents which the Security Trustee may from time to time require for perfecting its title, or the title of any purchaser,
- all of which will be held by the Security Trustee at the expense and risk of the Chargor,
- (xiv) each Chargor shall:
- (A) perform all its obligations under the Assigned Agreements and Insurances in a diligent and timely manner,
 - (B) immediately on request by the Security Trustee and at the cost of that Chargor execute and deliver to the Security Trustee an assignment in favour of the Security Trustee of the Assigned Agreements and Insurances in any form which the Security Trustee may reasonably require,
- (xv) give notice to the other parties to the Assigned Agreements and Insurances:
- (A) in the case of Assigned Agreements substantially in the form set out in Schedule 3 (*Form of notice for Assigned Agreements*);
 - (B) in the case of insurances, substantially in the form set out in Schedule 4 (*Form of notice for Insurances*);
 - (C) deliver to the Security Trustee a copy of each notice referred to in (A) and (B) above,
- (xvi) use all reasonable endeavours to procure that each party served with a notice under paragraph (xv) above countersigns and returns it to the Security Trustee within 14 days of the execution of the Assigned Agreement or Insurance, and
- (xvii) if it is the borrower of an Intra-Group Loan it shall acknowledge receipt of notice of assignment of the relevant Intra-Group Loan Agreement; and
- (xviii) observe and perform the covenants set out in Clause 7 1(a) above.

8. NEGATIVE COVENANTS

The covenants in this Clause 8 remain in force from the date of this Debenture until the expiry of the Security Period

8.1 Disposals

- (a) No Chargor shall enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal
- (b) Provided no Event of Default is continuing, Clause 8 1(a) does not apply to a disposal in the ordinary course of the day-to-day trading activities of a Chargor of any Security Asset which, at the time of that disposal, is subject to the floating charge created by it under this Debenture

8.2 Negative pledge

No Chargor shall create or permit to subsist any Security over any Security Asset except for Security permitted pursuant to the terms of the Facility Agreement

8.3 Preservation of the Security Assets

At all times during the Security Period in relation to the Shares and (in the case of any other Security Asset) following conversion of the floating charge created by this Debenture over those Security Assets into a fixed charge pursuant to Clause 5 (*Conversion of floating charge*), no Chargor shall, without the prior written consent of the Security Trustee.

- (a) enter into any onerous obligation or restriction affecting that Security Asset; or
- (b) in relation to any Land forming part of the Security Assets
 - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it,
 - (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases;
 - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest;
 - (iv) agree any rent review;
 - (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990,
 - (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and each Chargor shall reimburse the Security Trustee for its reasonable costs of lodging (x) a caution against first registration of the title to that Land or (y) if that Land is unregistered, a land charge); or
 - (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title,

- (c) take any Security in connection with its liability under this Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities; or
- (d) make or agree to make any material amendments to, waive any of its material rights under, or exercise any right to terminate, any of the Assigned Agreements or the Insurances.

9. DIVIDENDS AND VOTING RIGHTS

9.1 Before Event of Default

Until an Event of Default occurs which is continuing and to the extent permitted by the Facility Agreement each Chargor may receive and retain Distribution Rights and exercise all voting rights and powers attached to the Shares, but only in a manner consistent with this Debenture

9.2 After Event of Default

After an Event of Default occurs which is continuing each Chargor shall promptly pay over to the Security Trustee all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Security Trustee may direct

10. ENFORCEMENT

10.1 When Security becomes enforceable

The Security created by a Chargor under this Debenture shall become enforceable

- (a) on the occurrence of an Event of Default which is continuing, or
- (b) if any Chargor so requests

10.2 Powers an enforcement

At any time after the Security created by a Chargor under this Debenture has become enforceable, the Security Trustee may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following

- (a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Trustee insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18,
- (d) subject to Clause 11.1(a) (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets, and
- (e) appoint an administrator of any Chargor

10.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 10 2(a) (*Powers on enforcement*), the Security Trustee or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

(a) The Security Trustee or any Receiver shall apply moneys received by them under this Debenture after the Security created under this Debenture has become enforceable in the following order:

- (i) **first**, in or towards the payment *pro rata* of, or the provision *pro rata* for, any unpaid costs and expenses of the Security Trustee and any Receiver under this Debenture or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full,
- (ii) **secondly**, in or towards the payment *pro rata* of, or the provision *pro rata* for, any unpaid fees, commission or remuneration of the Security Trustee and any Receiver,
- (iii) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Liabilities;
- (iv) **fourthly**, in or towards the discharge of the Secured Liabilities in accordance with the Intercreditor Agreement; and
- (v) **fifthly**, in the payment of any surplus to the relevant Chargor or other person entitled to it,

and section 109(8) of the Act shall not apply.

(b) The Chargors shall hold on trust for the Security Trustee all moneys received by virtue of the Insurances and, at the option of the Security Trustee, the Chargors shall apply those moneys:

- (i) in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor); or
- (ii) (except in the case of leasehold premises) in reduction of the Secured Liabilities

(c) Clause 10 4(a) will override any appropriation made by a Chargor.

11. APPOINTMENT AND POWERS OF RECEIVERS

11.1 Method of appointment and removal

- (a) The Security Trustee may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Security Trustee pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Security Trustee (subject to any requirement for a court order in the removal of an administrative receiver)

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Security Trustee under this Debenture,
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee, and the maximum rate specified in section 109(6) of the Act shall not apply

12. PROTECTION OF PURCHASERS

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Security Trustee or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers, or
- (c) with the application of any moneys paid to the Security Trustee, to any Receiver or to any other person.

13. PROTECTION OF THE FINANCE PARTIES AND RECEIVERS**13.1 Exclusion of liability**

None of the Security Trustee, the other Finance Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability.

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;

- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 18 (*Currency*); or
- (d) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable;

except in the case of gross negligence or wilful misconduct on the part of that person

13.2 General indemnity.

- (a) Each Chargor shall indemnify the Security Trustee, the other Finance Parties, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:
 - (i) any act or omission by any of them in relation to all or any of the Security Assets,
 - (ii) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them,
 - (iii) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture;
 - (iv) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Debenture, and
 - (v) any breach by that Chargor of any of its covenants or other obligations to the Security Trustee or any other Finance Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

- (b) Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

13.3 Indemnity out of the Security Assets

The Security Trustee, the other Finance Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*)

14. PRESERVATION OF SECURITY

14.1 Reinstatement

If any payment by a Chargor or discharge given by the Security Trustee (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event.

- (a) the liability of the relevant Chargor and the Security created by the relevant Chargor under this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Finance Parties shall be entitled to recover the value or amount of that Security or payment from the relevant Chargor, as if the payment, discharge, avoidance or reduction had not occurred

14.2 Waiver of defences

Neither the Security created by this Debenture nor the obligations of any Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Security Trustee or any other Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person,
- (c) the taking, variation, compromise, exchange, renewal, enforcement 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 or 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,
- (d) 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;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure

14.3 Immediate recourse

Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargors under this Debenture. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14.4 Appropriations

During the Security Period each Finance Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 10.4(a) (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of the Secured Liabilities.

14.5 Deferral of Chargor's rights

During the Security Period and unless the Security Trustee otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by this Debenture.

- (a) to receive or claim payment from, or be indemnified by an Obligor,

- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Finance Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Finance Party,
- (d) to exercise any right of set-off against any Obligor; and/or
- (e) to claim or prove as a creditor of any Obligor in competition with any Finance Party

14.6 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Finance Party pursuant to the Finance Documents.

14.7 New accounts

If any Finance Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with a Chargor or the Borrower and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the Borrower or a Chargor to that Finance Party

- (a) shall be credited or be treated as having been credited to the new account of the Borrower or a Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Finance Party received or was deemed to have received such notice.

15. TACKING

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Security Trustee confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrower on the terms and subject to the conditions of the Finance Documents

16. FURTHER ASSURANCE

16.1 Application to Land Registrar

Subject to Clause 7.1(b)(vi)(C), on conversion of the floating charge created by this Debenture into fixed charges pursuant to Clause 5 (*Conversion of floating charge*) each Chargor consents to the registration against the registered titles of

- (a) a restriction in the following terms.

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of the restriction is to be registered without a written consent signed by the proprietor for the time being of the debenture dated [●] [*date of Debenture*] in favour of GLAS Nominees Limited (as trustee for the Finance Parties referred to in that debenture) referred to in the charges register or its conveyancer"; and
- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

16.2 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Trustee may require in order to

- (a) give effect to the requirements of this Debenture,
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture,
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of any Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Trustee, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) following conversion of the floating charge created by this Debenture into fixed charges pursuant to Clause 5 (*Conversion of floating charge*) contain an assignment to the Security Trustee of the Book Debts in any manner reasonably required by the Security Trustee.

16.3 Deposit of documents

- (a) Each Chargor covenants that, on the date of this Debenture and at all times during the Security Period as soon as it receives them (and in any event as soon as the Security Trustee so requests), it shall deposit with the Security Trustee, in respect of or in connection with the Shares.
 - (i) all deeds, certificates and other documents of or evidencing title to the Shares;
 - (ii) signed undated transfers, completed in blank and, if the Security Trustee so requires, pre-stamped; and
 - (iii) any other documents which the Security Trustee may from time to time require for perfecting its title, or the title of any purchaser of the shares,

all of which will be held by the Security Trustee at the expense and risk of the Chargors.

- (b) Each Chargor covenants that following conversion of the floating charge created by this Debenture into fixed charges pursuant to Clause 5 (*Conversion of floating charge*) and at all times thereafter during the Security Period as soon as it receives them (and in any event as soon as the Security Trustee so requests), it shall deposit with the Security Trustee, in respect of or in connection with the Security Assets.
 - (i) all deeds, certificates and other documents of or evidencing title;
 - (ii) in respect of Investments, signed undated transfers, completed in blank and, if the Security Trustee so requires, pre-stamped; and
 - (iii) any other documents which the Security Trustee may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Security Trustee at the expense and risk of the Chargors

- (c) Prior to the occurrence of the Final Discharge Date, the Security Trustee acknowledges that the obligations under clauses 16.3(a) or (b) above shall be discharged if the documents referred to in clause 16.3(a) and (b), respectively, are deposited with the Existing Security Trustee
- (d) Upon the occurrence of the Final Discharge Date, the Existing Security Trustee shall make available to the Security Trustee such documents (including but not limited to originals of all share certificates, undated blank stock transfer forms (or equivalent) and other documents of title in its possession delivered to it pursuant to the Security created under the Existing Debenture) and records and provide such assistance as the Security Trustee may reasonably request for the purposes of performing its functions as Security Trustee and each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Trustee may require in order for it to do so.

16.4 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 16 (*Further Assurance*).

17. POWER OF ATTORNEY

Each Chargor irrevocably and by way of security appoints each of

- (a) the Security Trustee,
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Trustee; and
- (c) any Receiver,

jointly and severally as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default or following the failure by the Chargor to comply with a request from the Security Trustee, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Debenture. The Chargor agrees, promptly on the request of the Security Trustee or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

18. CURRENCY

18.1 The Spot Rate

In this Clause 18, the *Spot Rate* means, in relation to the Security Trustee or any other Finance Party, the spot rate of exchange of that Finance Party for the purchase of any currency with any other currency in the London foreign exchange market

18.2 Conversion of moneys received

The Security Trustee or any other Finance Party may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 18.2) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate

18.3 Hedging

If any Chargor fails to pay any sum under this Debenture on the due date, the Security Trustee or any other Finance Party may, without notice to the Chargor, purchase at the Spot Rate any currency which that Finance Party considers necessary or desirable to cover the liabilities of the Chargor to pay that sum

19. DISCHARGE OF SECURITY

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Security Trustee shall, or shall procure that its appointees will, at the request and cost of the Chargors:

- (a) release the Security Assets from this Debenture; and
- (b) re-assign to the relevant Chargor those Security Assets that have been assigned to the Security Trustee under this Debenture.

Section 93 of the Act shall not apply to this Debenture.

20. COSTS AND EXPENSES

Each Chargor will, within 3 Business Days of demand, pay and reimburse each Secured Party, Receiver, attorney, manager, agent or other person (including the officers of such persons) appointed by the Security Trustee or a Receiver under this Deed, on the basis of a full indemnity, in respect of all costs and expenses (including legal fees and other out of pocket expenses and any value added tax or other similar tax thereon) properly incurred by such person in connection with the holding, preservation, amendment, waiver, consent, release or enforcement or the attempted preservation or enforcement of any of the Secured Parties' rights under this Deed or otherwise in connection with the performance of this Deed or any documents required pursuant to this Deed including any costs and expenses arising from any actual or alleged breach by any person of any law, agreement or regulation, whether relating to the environment or otherwise (including the investigation of such breach) and will keep each of those persons indemnified against any failure or delay in paying those costs and expenses. Any such person who is not a party to this Deed may rely on this Clause 20 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

21. ADDITIONAL CHARGORS

21.1 Delivery of Security Accession Deed

- (a) The Parent may request that any other company (the *New Chargor*) becomes a Chargor
- (b) The New Chargor shall become a Chargor if:
 - (i) the Parent and the New Chargor deliver to the Security Trustee a duly completed and executed Security Accession Deed, and
 - (ii) the Parent confirms that no Default is continuing or would occur as a result of the New Chargor becoming a Chargor.

21.2 Repetition of representations

Delivery of a Security Accession Deed constitutes confirmation by the New Chargor that the Repeating Representations are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

22. NOTICES

22.1 Communications in writing

Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter.

22.2 Addresses

- (a) The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Debenture is that identified with its name below or any substitute address, fax number or department or officer as either party may notify to the other by not less than five Business Days' notice.

- (b) The addresses referred to in Clause 22 2(a) are

- (i) The Parent:

FCC Environment (UK) Limited
Ground Floor West 900 Pavilion Drive
Northampton Business Park
Northampton NN4 7RG
United Kingdom
Attention: Company Secretary
Fax: +44 (0)1604 826202

- (ii) The Security Trustee

GLAS Nominees Limited
2 London Wall Buildings
London EC2M 5UU
Attention Admin
Copy to Claudia Small
Fax +44 (0) 20 3163 1700

- (iii) Each Original Chargor

As set out opposite its name in Schedule 1 (*Original Chargors*)

22.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, (x) when it has been left at the relevant address or (y) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 22 2 (*Addresses*), if addressed to that department or officer

- (b) Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's signature below (or any substitute department or officer as the Security Trustee shall specify for this purpose).

22.4 English language

- (a) Any notice given under or in connection with this Debenture must be in English
- (b) All other documents provided under or in connection with this Debenture must be
 - (i) in English, or
 - (ii) if not in English, and if so required by the Security Trustee accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

23. CALCULATIONS AND CERTIFICATES

23.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Debenture, the entries made in the accounts maintained by the Security Trustee or any other Finance Party are *prima facie* evidence of the matters to which they relate. In particular the entries made in the accounts maintained by the Agent pursuant to clause 17 of the Facility Agreement are *prima facie* evidence of the amounts due by the Obligor under the Facility Agreement.

23.2 Certificates and determinations

Any certification or determination by the Security Trustee, the Agent or any other Finance Party of a rate or amount under this Debenture is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24. PARTIAL INVALIDITY

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

25. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law

26. SET-OFF

The Security Trustee may, following the occurrence of a Event of Default set off any matured obligation due from a Chargor under any Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in

different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

27. AMENDMENTS AND WAIVERS

Any term of this Debenture may be amended or waived only with the written consent of the Chargors and the Security Trustee, acting on the instructions of the Majority of Creditors

28. COUNTERPARTS

This Debenture 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 Debenture.

29. GOVERNING LAW AND ENFORCEMENT

29.1 Governing law

This Debenture and any non-contractual obligations arising out of or in relation to this Debenture are governed by English law

29.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding (i) the existence, validity or termination of this Debenture and (ii) any non-contractual obligations arising out of or in connection with this Debenture) (*a Dispute*)
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 29.2 is for the benefit of the Security Trustee and the other Finance Parties only. As a result, neither the Security Trustee nor any other Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee and the other Finance Parties may take concurrent proceedings in any number of jurisdictions.

29.3 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Chargor.

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture; and
- (b) agrees that failure by a process agent to notify that Chargor of the process will not invalidate the proceedings concerned
- (c) The Parent accepts the appointment referred to in Clause 28.3(a) (*Service of process*)

EXECUTED AS A DEED and delivered on the date appearing at the beginning of this Debenture.

SCHEDULE 1
ORIGINAL CHARGORS

Name of Chargor	Registered number (or equivalent, if any)	Notice details	
3C Waste Limited	02632581	Address:	Ground Floor West 900 Pavilion Drive Northampton Business Park Northampton NN4 7RG
		Facsimile: Attention:	++44 (0)1604 826202 Company Secretary
Anti-Waste Limited	01569257	Address:	Ground Floor West 900 Pavilion Drive Northampton Business Park Northampton NN4 7RG
		Facsimile: Attention:	++44 (0)1604 826202 Company Secretary
FCC Recycling (UK) Limited	02674166	Address:	Ground Floor West 900 Pavilion Drive Northampton Business Park Northampton NN4 7RG
		Facsimile: Attention:	++44 (0)1604 826202 Company Secretary
FCC Waste Services (UK) Limited	00988844	Address:	Ground Floor West 900 Pavilion Drive Northampton Business Park Northampton NN4 7RG
		Facsimile: Attention:	++44 (0)1604 826202 Company Secretary
Integrated Waste Management Limited	02433703	Address:	Ground Floor West 900 Pavilion Drive Northampton Business Park Northampton NN4 7RG
		Facsimile: Attention:	++44 (0)1604 826202 Company Secretary
Lincwaste Limited	02668959	Address:	Ground Floor West 900 Pavilion Drive Northampton Business Park Northampton NN4 7RG
		Facsimile: Attention:	++44 (0)1604 826202 Company Secretary
Waste Recycling Group (Central) Limited	04000033	Address:	Ground Floor West 900 Pavilion Drive Northampton Business Park Northampton NN4 7RG

Name of Chargor	Registered number (or equivalent, if any)	Notice details	
Waste Recycling Group (UK) Limited	02563475	Facsimile: Attention:	++44 (0)1604 826202 Company Secretary
		Address:	Ground Floor West 900 Pavilion Drive Northampton Business Park Northampton NN4 7RG
		Facsimile: Attention	++44 (0)1604 826202 Company Secretary

SCHEDULE 2**SHARES**

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
FCC Environment (UK) Limited	Integrated Waste Management Limited	15,599,313 Ordinary Shares of £1 each	
FCC Environment (UK) Limited	Waste Recycling Group (Central) Limited	145,000,100 Ordinary Shares of £1 each	
FCC Environment (UK) Limited	FCC Recycling (UK) Limited	20,866,791 Ordinary Shares of £1 each	
		7,723,200 Preference Shares of US \$ 0 001	
FCC Environment (UK) Limited	Anti Waste Limited	8,061,500 Ordinary Shares of £1 each	
Waste Recycling Group (UK) Limited	FCC Waste Services (UK) Limited	100 Ordinary Shares of £1 each	

SCHEDULE 3

FORM OF NOTICE FOR ASSIGNED AGREEMENTS

To: [●] *[insert name and address of counterparty]*

Attention: [●] *[insert name and address of counterparty]*

Date [●]

Dear Sirs

Notice of assignment

1. We refer to the [●] *[specify the relevant Assigned Agreement]* dated [●] between us and you (the *Agreement*).

2 We notify you that

- (a) under a Debenture dated [●] 2013 between, among others, us and GLAS Nominees Limited (the *Security Trustee*) we have assigned to the Security Trustee for the benefit of itself and certain other banks and financial institutions and HMRC (together with the Security Trustee, the *Secured Parties*) all our right, title and interest in and to, and all benefits accruing under, the Agreement as security for certain obligations owed to the Secured Parties;
- (b) we may not agree to amend or terminate the Agreement without the prior written consent of the Security Trustee,
- (c) until you receive written notice to the contrary from the Security Trustee, you may continue to deal with us in relation to the Agreement and credit all moneys to which we are entitled under the Agreement to the following account in our name [●] *[insert details of account]* After receipt we will cease to have any right to deal with you in relation to the Agreement and from that time you should deal only with the Security Trustee, and
- (d) you are authorised to disclose information relating to the Agreement to the Security Trustee on request.

3 We request that you

- (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all moneys to which we are entitled under the Agreement are credited to the account of the Security Trustee specified in that notice (and are not paid to us),
- (b) give the Security Trustee written notice of any breach of the Agreement as soon as you become aware of it; and
- (c) give the Security Trustee not less than 30 days' written notice of your terminating or giving notice to terminate the Agreement

4 Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) to confirm that you

- (a) agree to the terms of this notice and to act in accordance with its provisions;

- (b) have not received notice that the Chargor has assigned its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party, and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Agreement
- (d) The provisions of this notice are governed by English law

Yours faithfully

..
for and on behalf of
[insert name of Chargor]

Copy to: Security Trustee

[On acknowledgement copy]

To: GLAS Nominees Limited

Copy to. FCC Environment (UK) Limited
(on behalf of all of the Chargors)
Ground Floor West 900 Pavilion Drive
Northampton Business Park
Northampton NN4 7RG

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4

.....
for and on behalf of
[insert name of counterparty]

Date [●]

SCHEDULE 4
FORM OF NOTICE FOR INSURANCES

To: [●] *[insert name and address of insurance company]*

Attention: [●] *[insert name and address of counterparty]*

Date: [●]

Dear Sirs

Notice of assignment

1. We refer to the [●] *[specify the relevant insurance policy]* dated [●] between us and you (the *Policy*).

2. We notify you that:

- (a) under a Debenture dated [●] 2013 between, among others, us and GLAS Nominees Limited (the *Security Trustee*) we have assigned to the Security Trustee for the benefit of itself and certain other banks and financial institutions and HMRC (together with the Security Trustee, the *Secured Parties*) all our right, title and interest in and to, and all benefits accruing under, the Policy as security for certain obligations owed to the Secured Parties;
- (b) we may not agree to amend or terminate the Policy without the prior written consent of the Security Trustee;
- (c) until you receive written notice to the contrary from the Security Trustee, you may continue to deal with us in relation to the Policy and credit all moneys to which we are entitled under the Policy to the following account in our name: [●] *[insert details of account]*. After receipt we will cease to have any right to deal with you in relation to the Policy and from that time you should deal only with the Security Trustee; and
- (d) you are authorised to disclose information relating to the Policy to the Security Trustee on request.

3. We request that you

- (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all moneys to which we are entitled under the Policy are credited to the account of the Security Trustee specified in that notice (and are not paid to us);
- (b) note on the Policy the Security Trustee's security interest under the Debenture, and
- (c) give the Security Trustee not less than 30 day's written notice of your terminating or giving notice to terminate the Policy or allowing the Policy to lapse

4 Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) to confirm that you:

- (a) agree to the terms of this notice and to act in accordance with its provisions,

- (b) have not received notice that the Chargor has assigned its rights under the Policy to a third party or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party; and
 - (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policy.
5. The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of
[insert name of Chargor]

Copy to: Security Trustee

[On acknowledgement copy]

To: GLAS Nominees Limited

Copy to: FCC Environment (UK) Limited
(on behalf of all of the Chargors)
Ground Floor West 900 Pavillon Drive
Northampton Business Park
Northampton
NN4 7RG

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4

for and on behalf of
[insert name of insurance company]

Date.

SCHEDULE 5

FORM OF NOTICE FOR ACCOUNTS

To [●] [insert name and address of account bank]

Attention [●]

Date [●]

Dear Sirs

Notice of assignment

- 1 We refer to the accounts specified in the Schedule to this notice (the *Accounts*).
- 2 We notify you that.
 - (a) under a debenture dated [●] 2013 between, among others, us and GLAS Nominees Limited (the *Security Trustee*) we have charged in favour of the Security Trustee for the benefit of itself and certain other banks and financial institutions and HMRC (together with the Security Trustee, the *Secured Parties*)
 - (i) all amounts from time to time standing to the credit of the Accounts [and to any other accounts from time to time maintained with you by us or to which we are beneficially entitled] (together the *Charged Accounts*), and
 - (ii) all interest (if any) arising in respect of those amounts,
 - (b) we may not withdraw any moneys from the Charged Accounts without first having obtained the prior written consent of the Security Trustee,
 - (c) there is a prohibition in the Debenture on the creation of any further security interest over the Charged Accounts, and
 - (d) you are authorised to disclose information relating to us and the Charged Accounts to the Security Trustee on request.
- 3 We irrevocably authorise and instruct you to
 - (a) hold all moneys from time to time standing to the credit of the Charged Accounts to the order of the Security Trustee,
 - (b) pay all or any part of those moneys to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect, and
 - (c) disclose to the Security Trustee any information relating to us and the Charged Accounts which the Security Trustee may from time to time request you to provide.
- 4 Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) to confirm that you
 - (a) agree to the terms of this notice and to act in accordance with its provisions,

- (b) have not received notice that we have assigned our rights to the moneys standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those moneys in favour of any third party;
- (c) will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the moneys standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Trustee; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Charged Accounts

5 The provisions of this notice are governed by English law.

SCHEDULE

Name of Chargor	Name of Chargor	Account number	Sort code
	[•]	[•]	[•]
	[•]	[•]	[•]

Yours faithfully,

for and on behalf of
[Insert name of Chargor]

Counter-signed by

for and on behalf of
GLAS Nominees Limited

[On acknowledgement copy]

To GLAS Nominees Limited

Copy to FCC Environment (UK) Limited (on behalf of all the Chargors)
Ground Floor West 900 Pavilion Drive
Northampton Business Park
Northampton NN4 7RG

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4

for and on behalf of
[Insert name of account bank]

Date

SCHEDULE 6

FORM OF SECURITY ACCESSION DEED

Dated [●]

Between

- (1) [●] Limited, a company incorporated under the laws of [England and Wales] with registered number [●] (the *New Chargor*);
- (2) FCC Environment (UK) Limited (formerly Waste Recycling Group Limited), a company incorporated under the laws of England and Wales with registered number 02902416 (the *Parent*) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) GLAS NOMINEES LIMITED as agent and trustee for itself and the Finance Parties (the *Security Trustee*)

Recitals

This deed is supplemental to a debenture dated [●] 2013 between, among others, the Chargors named in it and the Security Trustee (as supplemented and amended from time to time, the *Debenture*)

This deed witnesses

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the *Debenture* shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the *Debenture* shall apply to this Deed, insofar as they are relevant to it, as they apply to the *Debenture*.

2. ACCESSION OF NEW CHARGOR

The *New Chargor* agrees to be a *Chargor* for the purposes of the *Debenture* with immediate effect and agrees to be bound by all of the terms of the *Debenture* as if it had originally been a party to it as a *Chargor*

3 CREATION OF SECURITY

- (a) The *New Chargor* mortgages by way of fixed charge to the *Security Trustee* all its Shares on the terms of Clause 2 (*Creation of Security*) of the *Debenture* provided that the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in the Schedule
- (b) The *New Chargor* charges by way of floating charge all its present and future business, undertaking and assets on the terms of Clause 2 (*Creation of Security*) of the *Debenture*

1.3 Consent of existing Chargors

The existing Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Debenture.

14 Notices

The New Chargor confirms that its address details for notices in relation to Clause 21 (*Notices*) of the Debenture are as follows:

Address: [●]

Attention: [●]

Fax: [●]

4 LAW

This Deed is governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed

Schedule
[details of shares]

SIGNATORIES TO SECURITY ACCESSION DEED**New Chargor**

Executed as a deed by)
 [New Chargor])
 acting by two Directors or)
 one Director and its Secretary)

Director

Director/Secretary

Parent

Executed as a deed by)
 FCC Environment (UK) Limited (formerly)
 Waste Recycling Group Limited))
 acting by two Directors or)
 one Director and its Secretary)

Director

Director/Secretary

Security Trustee

Signed for and on behalf of)
GLAS NOMINEES LIMITED)
)

SCHEDULE 7
CASH ACCOUNTS

Account name on statement	Company Operating Account	Bank	Sort	Account
FCC Environment (UK) Limited - Corporate	FCC Environment (UK) Limited	National Westminster Bank Plc		
FCC Recycling (UK) Limited	FCC Recycling (UK) Limited	National Westminster Bank Plc		
FCC Recycling (UK) Limited - SIBA	FCC Recycling (UK) Limited	National Westminster Bank Plc		
FCC Recycling (UK) Limited - Alco	FCC Recycling (UK) Limited	National Westminster Bank Plc		
FCC Recycling (UK) Limited - Euro	FCC Recycling (UK) Limited	National Westminster Bank Plc		
FCC Recycling (UK) Limited - WREN Account	FCC Recycling (UK) Limited	National Westminster Bank Plc		

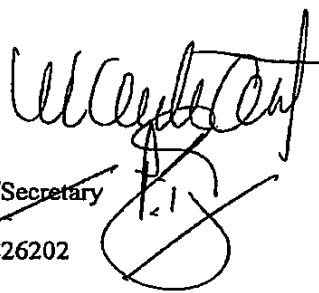
SIGNATORIES TO DEBENTURE

Executed as a deed by
FCC ENVIRONMENT (UK) LIMITED
 acting by two Directors or
 one Director and its Secretary

)
)
)
)

Director

Director/Secretary



Fax:

+44 (0)1604 826202

Attention:

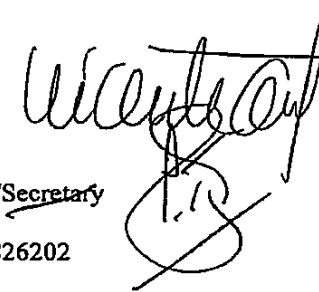
Company Secretary

Executed as a deed by
3C WASTE LIMITED
 acting by two Directors or
 one Director and its Secretary

)
)
)
)

Director

Director/Secretary



Fax:

+44 (0)1604 826202

Attention:

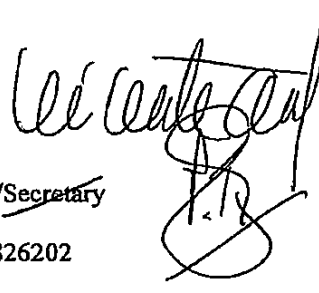
Company Secretary

Executed as a deed by
ANTI-WASTE LIMITED
 acting by two Directors or
 one Director and its Secretary

)
)
)
)

Director

Director/Secretary



Fax:

+44 (0)1604 826202

Attention:

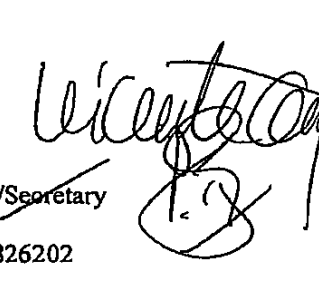
Company Secretary

Executed as a deed by
FCC RECYCLING (UK) LIMITED
 acting by two Directors or
 one Director and its Secretary

)
)
)
)

Director

Director/Secretary



Fax:

+44 (0)1604 826202

Attention:

Company Secretary

Executed as a deed by
**FCC WASTE SERVICES (UK)
 LIMITED**
 acting by two Directors or
 one Director and its Secretary

)
)
)
)

Director

Director/Secretary

+44 (0)1604 826202

Company Secretary

Fax:

Attention.

Executed as a deed by
**INTEGRATED WASTE
 MANAGEMENT LIMITED**
 acting by two Directors or
 one Director and its Secretary

)
)
)
)

Director

Director/Secretary

+44 (0)1604 826202

Company Secretary

Fax.

Attention.

Executed as a deed by
LINCWASTE LIMITED
 acting by two Directors or
 one Director and its Secretary

)
)
)
)

Director

Director/Secretary

+44 (0)1604 826202

Company Secretary

Fax

Attention

Executed as a deed by
**WASTE RECYCLING GROUP
 (CENTRAL) LIMITED**
 acting by two Directors or
 one Director and its Secretary

)
)
)
)

Director

Director/Secretary

+44 (0)1604 826202

Company Secretary

Fax.

Attention

Executed as a deed by
WASTE RECYCLING GROUP (UK)
LIMITED
acting by two Directors or
one Director and its Secretary

)
)
)
)

Director

Director/Secretary

+44 (0)1604 826202

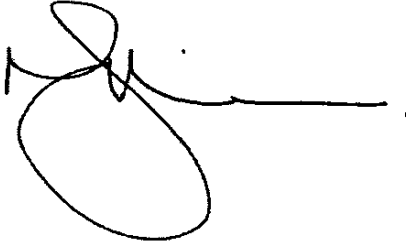
Company Secretary

Fax:

Attention.

Signed for and on behalf of
GLAS NOMINEES LIMITED
as Security Trustee

)
)
)
)

A handwritten signature in black ink, consisting of a large, stylized 'G' followed by a horizontal line and a small dot.