M

Companies Form No.395

Particulars of a mortgage or charge

395

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number 2630920

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

Name of company

*insert full name of company

* CHURNGOLD (WASTE MANAGEMENT) LIMITED ("the Company")

Date of creation of the charge

27th NOVEMBER 1996

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture Deed ("the Debenture")

Amount secured by the mortgage or charge

All money and liabilities whether actual or contingent (including further advances made after the date of the Debenture by Lloyds Bank Plc ("the Bank") and secured directly or indirectly by the Debenture) which then were or at any time thereafter might be due, owing or incurred by the Company to the Bank anywhere or for which the Company might be or become liable to the Bank on any current or other account or in any manner whatsoever without limitation (and whether alone or jointly with any other person firm or corporation and in whatever style, name or form and whether as principal or surety and notwithstanding that the same might at any earlier time have been due owing or incurred to some other person, firm or corporation and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) together with interest to the date of payment, commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Debenture or in enforcing the security thereby created on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Bank in relation to such enforcement.

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds Bank Plc Department No. 16-11, Bristol Regional Securities Centre, P.O. Box 853, Unit 8, City Business Park, Easton Road, Bristol. Postcode BS99 5HZ

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

LYONS DAVIDSON (SDG)
BRIDGE HOUSE
48-52 BALDWIN ST.
BRISTOL
BS1 1QD

Time critical reference

For official Use

Mortgage Section | Post room

A28 *A9JERR31* 596
COMPANIES HOUSE 30/11/96

Short particulars of all the property mortgaged or charged

Please do not write in this binding margin

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

First: The freehold and leasehold property (if any) of the Company both present and future (and, where any such property is leasehold, any present or future right or interest conferred upon the Company by any Enfranchising Legislation (as defined in the Debenture)) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

Secondly: All book debts both present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.

Thirdly: All other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

(i) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including things in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof);

(ii) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rentcharges owing to the Company (and, in each case, the proceeds thereof);

(iii) without prejudice to (iv) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);

Particulars as to commission, allowance or discount (note 3)

NIL

Signed [signature] Date 28.11.96

On behalf of ~~[company]~~ [mortgagee/chargee]† Lloyds Bank Plc

†delete as appropriate:

Notes

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed" , Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) Subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not write in this binding margin

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

Sixthly: All present and future copyrights, patents, trademarks, brand names, inventions, design rights, know-how and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered in all or any part of the world in which the Company is legally, beneficially or otherwise interested and the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company (the Charged Property thereby Sixthly charged being hereinafter called "Intellectual Property Rights").

Seventhly: The goodwill and the uncalled capital of the Company both present and future.

Eighthly: All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) then or at any time thereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company.

Ninthly: All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company was then and/or is at any time thereafter a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

Tenthly: The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described (if and in so far as the charges thereon or on any part or parts thereof contained in the Debenture should for any reason be ineffective as fixed charges).

The expression "Charged Property" means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described above and references to the "Charged Property" include references to any part of it.

The charges created by the Debenture are as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described first fixed charges (and as regards all those parts of the Charged Property First described then vested in the Company constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Tenthly described the charge so created is a first floating charge.

The Company may not without the consent in writing of the Bank:

(i) (except as expressly provided for in the Debenture) sell, assign, license, sub-license, discount, factor, or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property Tenthly described);

(ii) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property;

(iii) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (ii) immediately above;

(iv) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Tenthly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture;

(v) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee; or

(vi) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called "the Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following:

(aa) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier; and/or

(bb) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever; and/or

(cc) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in (bb).

Short particulars of all the property mortgaged or charged (Continued)

Please do not write in this binding margin

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

By Sub-clause 4(f) of the Debenture, the Company covenanted that it would pay into its account or accounts with the Bank all the proceeds which it might receive of the book and other debts, monetary claims and choses in action, forming part of the Charged Property.

Short particulars of all the property mortgaged or charged (Continued)

Please do not write in this binding margin

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

(iv) without prejudice to (v) below, all rights (and the proceeds of such rights) present or future, actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest;

(v) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising; and

(vi) the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are Secondly described above.

Fourthly: Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods:

(i) the full benefit of and all rights under all agreements then or thereafter entered into by the Company under which the Company has provided or agreed to provide credit (as so defined) to any person of any amount and all agreements then or thereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (i) being hereinafter referred to as "the Credit Agreements"), including all moneys payable under or in respect of the Credit Agreements;

(ii) the full benefit of and all rights under all agreements (not being Credit Agreements) then or thereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) then or thereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (ii) being hereinafter referred to as "the Hiring Agreements"), including all moneys payable under or in respect of the Hiring Agreements;

(iii) the full benefit of and all rights relating to the Credit Agreements and the Hiring Agreements (hereinafter together called "the Instalment Credit Agreements") including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees;

(iv) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company; and

(v) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto.

Fifthly: (i) All stocks, shares, certificates of deposit, depositary receipts, securities and other interests and rights which then were or might at any time thereafter be owned by the Company or in which the Company may be legally, beneficially or otherwise interested including (without prejudice to the generality of the foregoing):

(aa) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which then was or might thereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985) of the Company;

(bb) the full benefit of all stocks, shares, certificates of deposit, depositary receipts and securities which or the certificates for which then were or might at any time thereafter be lodged by the Company or on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Company for or to the order of the Bank at the request of or by arrangement with the Company;

(cc) all property and rights of the Company in respect of any account which then was or might at any time thereafter be held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depositary or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, certificates of deposit, depositary receipts, securities or other interests or rights whatsoever without limitation;

(ii) all rights in respect of or incidental to the Charged Property described at (i) above (the Charged Property (i) and (ii) thereby Fifthly charged being hereinafter called "the Securities"); and

(iii) all stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith (the Charged Property (i) to (iii) thereby Fifthly charged being hereinafter called "Interests in Securities").

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02630920

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th NOVEMBER 1996 AND CREATED BY CHURNGOLD (WASTE MANAGEMENT) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th NOVEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th DECEMBER 1996.

R. N. Owens.

RICHARD NEIL OWENS

for the Registrar of Companies

post
24/12

COMPANIES HOUSE

HC026B