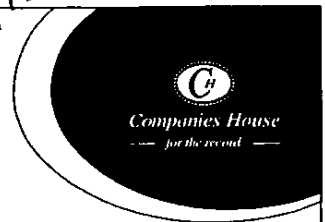


108353/13
MG01

Particulars of a mortgage or charge

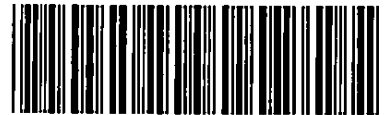


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to reg
particulars of a charge for a Sco
company To do this, please use
form MG01s

THURSDAY



LD4 15/07/2010 50
COMPANIES HOUSE

1	Company details	<div>For official use 20</div>
Company number	0 2 6 6 8 4 5 9	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Canal + Image UK Limited (the "Chargor")	
2	Date of creation of charge	
Date of creation	d 0 7 m 0 7 y 2 0 y 1 0	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Deed of Security Assignment and Charge between the Chargor and the Chargee (the "Charge")	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge all the Chargor's obligations under the Sales Agency Agreement and the Tax Credit Loan Agreement and the Chargor covenants on demand to pay to the Chargee and discharge when due the Loan and the UK Tax Credit Advance and any other sums due and payable to the Chargee pursuant to the Sales Agency Agreement, the Tax Credit Loan Agreement, the Charge or otherwise (the Loan, the Tax Credit Advance and all other sums from time to time due and payable to the Chargee under the Sales Agency Agreement, Tax Credit Loan Agreement, the Charge or otherwise hereinafter referred to as the "Debt") and to duly and punctually perform and discharge all its respective obligations and liabilities under the Relevant Agreements to which it is a party (the "Secured Obligations") All capitalised expressions used in this Form MG01 and not otherwise cont/	
		Continuation page Please use a continuation page if you need to enter more details.

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

cont defined shall bear the meaning ascribed to them in Part 2 of the Continuation Sheet for section 6 of the MG01

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge
Name	Studiocanal S A (the "Chargee")
Address	Espace Eiffel, 1, Rue de Spectacle, Issy-les-Moulineaux, Paris
	France 92130
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged
--	--

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

Short particulars

1 ASSIGNMENT

The Chargor, by way of continuing security for the payment and performance of the Secured Obligations assigned at the date of the Charge to the Chargee with full title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time) all of its right, title and interest in and to the following including the UK Tax Credit Account and the UK Tax Credit Receipts

1 1 the entire copyright and all of the Chargor's other rights in and to the Film and all elements contained therein and in any music, music compositions and / or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargor in connection with the Film,

1 2 the rights of copyright and other rights in all underlying material acquired or created by the Chargor to enable the Film to be produced and exploited in any and all media and by any and all means known at the date of the Charge or invented in the future,

1 3 all literary, property and ancillary rights (including, without limitation, all publishing, and merchandising rights) in the Film,

1 4 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights therein and the benefit of any insurance policy taken out in connection with the Film,

1 5 all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Film,

1 6 all rights to distribute, lease, licence, sell, exhibit, broadcast or otherwise deal with the Film, underlying material and ancillary rights by all methods and means in all media throughout the universe including, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 7 all the Chargor's rights, interests and benefits in and to the Relevant Agreements,</p> <p>1 8 the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including, without limitation, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Film and / or any of the elements of the Film including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights,</p> <p>for the Chargee TO HOLD the same absolutely, throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity</p> <p>2 CHARGE</p> <p>2 1 The Chargor, by way of continuing security for the payment and performance of the Secured Obligations charged at the date of the Charge by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest in and to the following throughout the universe including the UK Tax Credit Account and the UK Tax Credit Receipts</p> <p>2 1 1 all copies of the Film and any music and / or sound recordings or other works produced in connection with the Film and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof,</p> <p>2 1 2 all rights and properties, including, without limitation, physical properties created or acquired or to be created or acquired in connection with the production of the Film,</p> <p>2 1 3 all sums from time to time standing to the credit of the Chargor in the Accounts subject to the provisions of any agreement (including, but not limited to, the Collection Agreement), to which the Chargee is a party, relating to the allocation of such sums,</p> <p>2 1 4 the revenues from book debts owed to the Chargor in respect of, and proceeds of, any or all of the above,</p> <p>2 1 5 (insofar as not effectively assigned pursuant to Clause 3 of the Charge) those items referred to in Clause 3 of the Charge,</p> <p>2 1 6 any and all plant and machinery, fixture or equipment or chattels relating to the Film at the date of the Charge or thereafter belonging to the Chargor,</p> <p>2 1 7 all other tangible properties created or to be created or acquired by the Chargor in connection with the Film,</p> <p>2 1 8 (insofar as not effectively assigned pursuant to Clause 3 of the Charge) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned hereunder</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 2 The Chargor, by way of continuing security for the full and timely payment and performance of the Secured Obligations, charged at the date of the Charge in favour of the Chargee by way of floating charge all the undertaking of the Chargor in respect of the Film, including, but not limited to, all rights, assets, property, stock-in-trade and cash in the bank or otherwise at the date of the Charge, or at any time during the continuance of the Charge, belonging to the Chargor in each case only in respect of the Film and the Chargor agrees not to part with, sell or dispose of the whole or part of its said undertaking and assets in respect of the Film (except by way of sale in the ordinary course of its business and for the purpose of carrying on the same and without prejudice to the above-mentioned legal charge and assignment)</p> <p>2 3 The floating charge referred to in Clause 4 2 of the Charge (as replicated in paragraph 2 2 above) shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of (i) any Event of Default, (ii) if the Chargor creates or attempts to create any Encumbrance over all or any of the assets subject to the said floating charge, or (iii) if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the assets subject to the said floating charge</p> <p>2 4 The Chargor undertook at the date of the Charge to hold upon trust for the Chargee absolutely the entire interest and benefit of the Chargor in and to all that Collateral or any part thereof which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral</p> <p>2 5 The Chargor covenanted at the date of the Charge with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any encumbrance, charge or pledge upon the whole or any part of the Collateral other than those referred to in the Interparty Agreement</p> <p>2 6 If the Chargor charges, pledges or otherwise encumbers any of the Collateral the charges created in the Charge in favour of the Chargee shall (subject to the provisions of the Interparty Agreement) rank in priority to such other charges, pledges or encumbrances whether they be fixed, floating or otherwise</p> <p>2 7 The Charge is a continuing security and shall remain in force notwithstanding any intermediate payment or settlement of account or other matter whatsoever and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, encumbrance or other right or remedy at the date of the Charge or thereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee at the date of the Charge or thereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any right which the Chargee may now or hereafter have or giving time for payment or indulgence or compounding with any other person</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 8 Until the expiry of the Security Period, the Chargee may refrain from applying or enforcing any moneys, security or rights held or received by it in respect of the Secured Obligations, or apply and enforce the same in such manner and in such order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same, and</p> <p>2 9 The Chargor shall when required by and at the expense of the Chargee (whether before or after the Charge shall have become enforceable) execute and do all such mortgages, charges, transfers, assignments, assurances, documents, acts and things in such form and otherwise as the Chargee may reasonably require for perfecting the security intended to be thereby constituted, for further charging the Collateral in order to secure further the Secured Obligations, for converting any floating charge forming part of the Charge into a fixed charge, for protecting the Chargee's interest in the Collateral or for effecting or facilitating the exercise by the Chargee of its powers, authorities and discretions in the Charge or by statute conferred on them or any Receiver and shall from time to time when so required by the Chargee produce to or deposit with the Chargee during the continuance of the Charge all deeds and documents of title relating to the Collateral or any of them</p> <p>2 10 In the Charge references to "copyright", "films", "sound recordings", "copies of films and sound recordings" and to all other rights herein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act 1988 and the covenants implied by sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment created at the date of the Charge Notwithstanding the foregoing, wherever in the Charge the word "film" is used and the soundtrack is not expressly referred to, such word shall be deemed and construed to include the soundtrack of the Film</p> <p>2 11 Paragraph 14, Schedule B1 of the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge, which floating charge is accordingly a qualifying floating charge for such purposes</p> <p>3 WARRANTIES AND UNDERTAKINGS OF THE CHARGOR</p> <p>3 1 The Chargor repeats in favour of the Chargee the warranties and representations set out in the Lip Sync Investment Agreement as if the same were set out in full in the Charge and, in addition, the Chargor warranted, undertook and agrees with the Chargee it is and will be, subject to the Charge, the owner with full title guarantee of the Chargor's interest in and to the Collateral to the exclusion of others and that the Collateral is and shall be free from all charges, liens, encumbrances, options, equities, trusts and claims save for those referred to in the Interparty Agreement,</p> <p>4 NATURE OF THE SECURITY</p> <p>4 1 The Charge shall be a continuing security to the Chargee notwithstanding any settlement or other act, omission or matter whatsoever which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations thereunder or affect such obligations or release or diminish the security conferred thereunder</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>PART 2 - DEFINITIONS</p> <p>"Accounts" means the Production Account, the UK Tax Credit Account and any account established for the Film other than the Chargor's interest in any collection account for the Film,</p> <p>"Associated Company" means in relation to any company, another company which is a subsidiary of, or a holding company of, or another subsidiary of the holding company of, that company or another company or is an associated company or associate within the meaning of sections 416 and 417 of the Income and Corporation Taxes Act 1988 and section 435 of the Insolvency Act 1986,</p> <p>"BBC" means the British Broadcasting Corporation,</p> <p>"BBC Agreement" means the production financing agreement entered into between Chargor, Awakening Productions Limited and BBC,</p> <p>"Collateral" means the property, assets and interests (whether present or future) charged at the date of the Charge or assigned or to be charged or assigned or each or any of them or part thereof under the Charge in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Charge,</p> <p>"Collection Agreement" means the collection agreement relating to the Film to be entered into by inter alia the Chargor, the Chargee, Awakening Productions Limited, Creative Scotland, Lip Sync and Film Finances, Inc as the same may be amended, varied and supplemented from time to time,</p> <p>"Completion Guarantee" means the guarantee of completion of the Film to be given by Film Finances, Inc in favour of inter alia the Chargee,</p> <p>"Creative Scotland" means Creative Scotland, a public body established by the Public Services Reform (Scotland) Act 2010,</p> <p>"Creative Scotland Agreement" means the production and financing agreement entered into between Chargor, Awakening Productions Limited and Creative Scotland,</p> <p>"Distribution Agreements" means the distribution agreements in respect of the Film to be entered into between the Chargor and each of StudioCanal S A , Optimum Releasing Limited and Kinowelt GmbH,</p> <p>"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set off, arrangement for retention of title or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired or acquired by the person so agreeing or disposing,</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Event of Default" means any of the occurrences listed in Clause 6.2 of the Charge,</p> <p>"Film" means a feature film provisionally entitled "<u>The Awakening</u>",</p> <p>"Interparty Agreement" means the interparty agreement in respect of the Film between (inter alia) Chargor, Chargee, BBC, Awakening Productions Limited, Creative Scotland, Lip Sync and Film Finances, Inc.,</p> <p>"Lip Sync" means Lip Sync Productions LLP,</p> <p>"Lip Sync Agreement" means the production and financing agreement entered into between Chargor, Awakening Productions Limited and Lip Sync,</p> <p>"Production Account" means the production account in respect of the Film in the name of the Awakening Productions Limited,</p> <p>"Receiver" means any receiver or manager or administrative receiver,</p> <p>"Relevant Agreements" means the Charge, the Interparty Agreement, the Collection Agreement, the BBC Agreement, the Creative Scotland Agreement, the Lip Sync Agreement, the Completion Guarantee, the Distribution Agreements and any other document required as a condition precedent or condition subsequent to the Tax Credit Loan Agreement and the Sales Agency Agreement and any other agreement entered into by the Chargor in relation to the Film and any other agreement referred to in the Interparty Agreement,</p> <p>"Relevant Party" means each and every party to the Charge and the Relevant Agreements, other than the Chargee,</p> <p>"Sales Agency Agreement" means a sales agency agreement between the Chargor and the Chargee dated on or about the date of the Charge,</p> <p>"Security Period" means the period beginning on the date of the Charge and ending on the date on which the Chargee is satisfied that the Secured Obligations have been unconditionally and irrevocably discharged in full and are no longer capable of arising,</p> <p>"Tax Credit Advance" means the sum of six hundred thousand pounds sterling (£600,000),</p> <p>"Tax Credit Loan Agreement" means a tax credit loan agreement on or about the date of the Charge between the Chargee, Awakening Productions Limited and the Chargor,</p> <p>"UK Tax Credit" means the maximum cash element of the United Kingdom film tax relief payable to the Producer in respect of the Film pursuant to Part 15 of the Corporation Tax Act 2009,</p> <p>"UK Tax Credit Account" means the tax credit account for the Film at Barclays Bank in the name of "Awakening Productions Limited", and</p> <p>"UK Tax Credit Receipts" means one hundred per cent (100%) of all sums received into the UK Tax Credit Account by way of payment of UK Tax Credit in respect of the Film</p>

MG01

Particulars of a mortgage or charge

<p>7</p> <p>Commission allowance or discount</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
	<p>8</p> <p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Lee Thompson</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Michael Antoniadis**

Company name **Lee & Thompson**

Address **15-22 St Christopher's Place**

Post town **London**

County/Region

Postcode **W 1 U 1 N L**

Country

DX

Telephone

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 NR 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 MORTGAGE OR CHARGE

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

COMPANY NO. 2668459
CHARGE NO. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 7 JULY 2010 AND CREATED BY CANAL +
IMAGE UK LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO STUDIOCANAL S.A.
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 15 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

The Governor and Company of the Bank of Ireland

Address

Lower Baggot Street

Dublin 2 (the "Security Trustee" for the Secured Parties)

Postcode

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

(a) by way of legal mortgage ALL THAT AND THOSE its freehold and leasehold lands, hereditaments, premises, property and all chattels both present and future, including, without prejudice to the generality of the foregoing, the Mortgaged Property, and all chattels both present and future, including its interest in all buildings, fixtures (including, without limitation, trade fixtures) and its fixed plant and machinery from time to time thereon,

(b) by way of first specific equitable charge, all estates or interests in any freehold or leasehold properties (except the legally charged properties) at the time of creation of the Deed of Admission or at any time thereafter during the continuance of the Deed of Admission belonging to, or charged to, it in or over land (wheresoever situate) and/or the proceeds of sale thereof together with all buildings and fixtures (including trade fixtures) at any time thereon,

(c) CHARGES AND ASSIGNS all its present and future benefits, rights, title and interest in the Assigned Contracts including all monies which at any time may be or become payable to it pursuant thereto and the proceeds of any claims, awards and judgements which may at any time be receivable or received by it pursuant thereto and the benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing,

(d) CHARGES AND ASSIGNS all its present and future benefits, rights, title and interest in all Licences and all rights of recovery and compensation which may be receivable by it on account of the revocation or non-renewal of any Licence,

(e) ASSIGNS all its present and future benefits, rights, title and interest in all its plant, machinery, vehicles, fixtures, implements, utensils and equipment including, without limitation, all its present and future benefits, rights, title and interest in the plant, machinery, vehicles, fixtures, implements, utensils and equipment specified in the fixed assets register in the Ninth Schedule of the Debenture and the Seventh Schedule of Deed of Admission (copy below), together with all replacements thereof, additions, improvements and accessories thereto together with the full benefit of the insurances on same,
(continued)

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (f) CHARGES all of the Shares for which the certificates and other documents have been deposited by it with the Security Trustee or its agents or represented by any certificates or other documents from time to time thereafter deposited by it with the Security Trustee or its agents or belonging to it and received by the Security Trustee or its agents after the execution of the Deed of Admission, and the Derivative Assets and all dividends, interest and other income at any time thereafter deriving from any stocks, shares or other securities, rights, moneys or other property for the time being falling within the assets comprised in the Shares or the Derivative Assets or deriving from any investment of any such dividends, interest or other income,
- (g) CHARGES all of its Securities,
- (h) CHARGES all its goodwill and uncalled capital for the time being,
- (i) CHARGES all its Intellectual Property Rights,
- (j) CHARGES AND ASSIGNS all its present and future benefits, rights, title and interest in the Insurances maintained or effected at the time of creation of the Deed of Admission or thereafter by it and all Insurance Proceeds,
- (k) CHARGES all its Receivables, debts (other than its book debt) revenues and claims (including choses in action which may give rise to a debt, revenue or claim) at the time of creation of the Deed of Admission and from time to time due or owing to it including, without limitation, all sums receivable by it by virtue of leases, leasing agreements, agreements for lease or hire purchase agreements and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing,
- (l) CHARGES by way of fixed charge all its rights and title in and to the Security Accounts, the Deposit and the debt represented thereby,
- (m) CHARGES AND ASSIGNS the following covenants, agreements and rights -
- (i) any covenant agreement or undertaking in relation to the construction and maintenance of all roads, pavements and utilities for services required in connection with its Charged Assets referred to in Subclauses (a) and (b) above (collectively 'the Charged Properties') or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid,
- (ii) any right, benefit or agreement made between it and the local authority or any other person pursuant to which it has been or may be granted rights of access or rights of way in relation to its Charged Properties, and
- (iii) all of its rights to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to its Charged Properties or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of its Charged Properties, and
- (iv) in relation to each of its Charged Assets and all Related Rights,

(continued)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 371 1015 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 472 1385 533">(n) CHARGES AND ASSIGNS all its present and future benefits, rights, title and interest in its Intragroup Debts, and</p> <p data-bbox="325 568 1010 602">(o) by way of first floating charge CHARGES AND ASSIGNS</p> <p data-bbox="325 638 1445 792">(i) all its book debts whether at the time of creation of the Deed of Admission or thereafter existing and whether presently payable or thereafter falling due for payment and the benefit of all securities and guarantees at the time of creation of the Deed of Admission or at any time during the continuance of the Deed of Admission held by it, or inuring to its benefit, in respect of such debts, and</p> <p data-bbox="325 828 1436 958">(ii) its undertaking and all its other property assets and rights whatsoever and wheresoever both present and future including but not limited to its property, assets and rights referred to in Clauses (a) to (n) above if and insofar as such charges or any part or parts of the same shall be for any reason ineffective as specific or fixed charges</p> <p data-bbox="325 994 1394 1055">(p) The security referred to in at (a) to (n) (inclusive) above shall be first ranking fixed charges and/or security assignments</p> <p data-bbox="325 1090 1302 1124">(q) Paragraph 14 of Schedule B1 of the Insolvency Act applies to the Floating Charge</p> <p data-bbox="325 1189 512 1223">Negative Pledge</p> <p data-bbox="325 1258 1436 1352">The Company covenants with the Security Trustee that, during the continuance of the security created by or pursuant to the Deed of Admission, it shall not without the prior consent in writing of the Security Trustee, save as permitted by and as provided for in the Facilities Agreement -</p> <p data-bbox="325 1388 1465 1482">(a) (other than the security thereby constituted) create or permit to exist any Encumbrance (whether express or arising by operation of law other than liens arising by operation of law) on or affecting the Charged Assets or any part thereof, or</p> <p data-bbox="325 1518 1423 1579">(b) sell or otherwise dispose of any of the Charged Assets otherwise than in accordance with the Debenture and the Deed of Admission</p>

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

THE FIRST SCHEDULE

THE EXISTING COMPANIES

Name Plunkett Holdings UK Limited

Registration No 05763069

Jurisdiction of Incorporation England

Registered Office

Future Industrial Services Limited

Image Business Park

Acornfield Road

Kirkby, Liverpool

L33 7UF

Name One51 ES Metals (North) Limited (formerly Andrew & Mark Smith Metals Limited)

Registration No 01447460

Jurisdiction of Incorporation England

Registered Office

W Howarth Metals

Limited, 22 Rondin

Road, Off Old Ashton

Road, Ardwick,

Manchester,

M12 6BF

Name One51 ES (UK) Limited (formerly One51 ES Plastics (UK) Limited)

Registration No 06180818

Jurisdiction of Incorporation England

Registered Office

Future Industrial Services Limited

Image Business Park

Acornfield Road

Kirkby, Liverpool

L33 7UF

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

THE SECOND SCHEDULE

The Further Companies

Name of Company Country Waste Recycling Limited

Registration number (or equivalent, if any) 06030775

Jurisdiction of Incorporation England

Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF

Name of Company Country Land Limited

Registration number (or equivalent, if any) 06032732

Jurisdiction of Incorporation England

Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF

Name of Company One 51 ES Hazardous (UK) Limited

Registration number (or equivalent, if any) 06212027

Jurisdiction of Incorporation England

Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF

Name of Company One51 ES Metals (UK) Limited

Registration number (or equivalent, if any) 06647503

Jurisdiction of Incorporation England

Registered Office Ampthill Metal Company Limited, Station Road, Industrial Estate, Ampthill, Bedford, MK45 2QY

Name of Company One51 ES Recycling (UK) Limited

Registration number (or equivalent, if any) 06180804

Jurisdiction of Incorporation England

Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF

Name of Company W Howarth Metals Limited

Registration number (or equivalent if any) 6363081

Jurisdiction of Incorporation England

Registered Office 22 Rondin Road, Off Old Ashton Road, Ardwick, Manchester, M12 6BF

Name of Company Howcan Limited

Registration number (or equivalent, if any) 3752189

Jurisdiction of Incorporation England

Registered Office W Howarth Metals Limited, 22 Rondin Road, Off Old Ashton Road, Ardwick, Manchester, M12 6BF

(continued)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Name of Company MGB Plastics Limited (formerly) AAC Plastics Group Limited Registration number (or equivalent, if any) 04109399 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company AAC Structural Foam Limited Registration number (or equivalent, if any) 04278533 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company AAC Technology Limited Registration number (or equivalent, if any) 04011540 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Any Waste Recycling Limited Registration number (or equivalent, if any) 05226185 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Any Waste Solution Limited Registration number (or equivalent, if any) 04333488 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Ampthill Metal Company Limited Registration number (or equivalent, if any) 01407513 Jurisdiction of Incorporation England Registered Office Station Road Industrial Estate, Ampthill, Bedford, MK45 2QY</p> <p>Name of Company Ashcycle Limited Registration number (or equivalent, if any) 05927264 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Ash Recycling Limited Registration number (or equivalent, if any) 05927258 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>(continued)</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Name of Company Future Industrial Services (Southern) Limited Registration number (or equivalent, if any) 05195032 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Future Industrial Services Limited Registration number (or equivalent, if any) 03734986 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Future Industrial Waste Management Limited Registration number (or equivalent, if any) 05251804 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Future Waste Management Limited Registration number (or equivalent, if any) 05251807 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Gypcycle Limited Registration number (or equivalent, if any) 05927257 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company One51 ES Plastics (UK) Limited Registration number (or equivalent, if any) 06094735 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company One51 ES Recycling UK (South) Limited Registration number (or equivalent, if any) 07145211 Jurisdiction of Incorporation England Registered Office Future Industrial Services Limited, Image Business Park, Acornfield Road, Kirkby, Liverpool L33 7UF</p> <p>Name of Company Reclamet Limited Registration number (or equivalent, if any) 02657839 Jurisdiction of Incorporation England Registered Office Ampthill Metal Company Limited, Station Road Industrial Estate Ampthill, Bedford MK45 2QY</p>

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

THE THIRD SCHEDULE

Mortgaged Property

Howarth Metals Limited

Land and buildings at Slack Road, Blackley registered under title numbers LA67177, GM328197 and GM937535

Howcan Limited

The free hold land and buildings situated to the north west of Oldham Road, Manchester registered under title number GM545284

Country Land Limited

The freehold property known as 79, 81 and 83 Beddington Lane and the land at the back of 81 Beddington Lane, Croydon, Surrey registered at the Land Registry under title numbers SGL295234, SGL378588, SGL479192 and SGL626016, and property registered under title number SGL67872

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">THE THIRD SCHEDULE Mortgaged Property</p> <p>W Howard Metals Limited Land and buildings at Slack Road, Blackley registered under title numbers LA67177, GM328197 and GM937535</p> <p>Howcan Limited The free hold land and buildings situated to the north west of Oldham Road, Manchester registered under title number GM545284</p> <p>Country Land Limited The freehold property known as 79, 81 and 83 Beddington Lane and the land at the back of 81 Beddington Lane, Croydon, Surrey registered at the Land Registry under title numbers SGL295234, SGL378588, SGL479192 and SGL626016, and property registered under title number SGL678722</p> <p>Transaction Solicitor Halliwells Premises Land fronting Darbshire Street, Bolton, Greater Manchester Parties (1) Borough Council of Bolton, (2) Joseph Whitehouse (Bolton and Bury) Limited Date 9 June 1980 Documents Held Copy Lease Location Held at Land Registry under title number GM219510</p> <p>Transaction Solicitor Halliwells Premises Land fronting Darbshire Street, Bolton, Greater Manchester Parties (1) Andrew Mark Smith, (2) A&M Smith Metals Limited Date 4 September 2003 Documents Held (Assignment) Location Held at Land Registry under title number GM219510</p> <p>Transaction Solicitor Halliwells Premises Freehold Property between 79-85 Beddington Lane, Croydon and Land adjacent to 83 Beddington Lane Parties Country Waste Recycling Limited Date 30 January 2007 Documents Held Copy TR1 Location Held at Land Registry under title number SGL295234, SGL378588, SGL626016, SGL479192</p> <p>Transaction Solicitor Halliwells Premises Freehold Property at Queensdown Road, Woodchurch Brighton, Kent Parties Reclamet Limited Location Held at Land Registry under title numbers K724720, K332980</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Transaction Solicitor Halliwells Premises Freehold Property at Queensdown Road, Woodchurch Brighton, Kent Parties Reclamet Limited Location Held at Land Registry under title numbers K890627, K297795, K162101, K217493</p> <p>Transaction Solicitor Halliwells Premises Land Adjacent to 17 Slack Road, Blackley in City of Manchester Parties The Property is freehold and title is evidenced by official copy entres, the proprietor of each of which is W Howard Metals Limited Halliwells hold pre-registration deeds in respect of each title Location Held at Land Registry under title numbers LA67177, GM328197, GM937535</p> <p>Transaction Solicitor Halliwells Premises Property known as 109 Jersey Street, Ancoats, Manchester, M46JG Location Held at Land Registry under title number GM80047 and as leasehold under title numbers GM265584 and GM442997</p> <p>Transaction Solicitor Halliwells Premises Property at Plot A Rondin Road, Ardwick, Manchester Location Not registered</p> <p>Transaction Solicitor Halliwells Premises Freehold land and buildings situated to the north west of Oldham Road, Manchester Parties The Property is freehold and title is evidenced by official copy entres, the proprietor of which is Howcan Limited Location Held at Land Registry under title number GM545284</p> <p>Transaction Solicitor Halliwells Premises Lease relating to the Jersey Street Property Parties (1) North West Development Agency, (2) W Howarth Metals Limited Location Not registered</p> <p>Transaction Solicitor Halliwells Premises Lease relating to the Rondin Road Property Parties (1) The Council of the City of Manchester, (2) W Howarth Metals Limited Location Not registered</p> <p>Transaction Solicitor Halliwells Premises The Yard at Brook Street, Snodland, Kent Parties (1) Lorraine Haffenden, (2) Richard Monks and Jamie Houston, (3) Any Waste Solutions Limited Date 24 February 2008 Documents Held Deed of Licence and Vanation Original Location Leasehold interest registered at Land Registry with title number K936383</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Transaction Solicitor Halliwells Premises Area 5 Mid Kent Business Park, Snodland, Kent Parties (1) Hillreed Land Limited, (2) Any Waste Solutions Limited Date 2 September 2007 Documents Held Original Lease Location Not registered</p>
	<p>Transaction Solicitor Halliwells Premises Area 5 Mid Kent Business Park, Snodland, Kent Parties (1) Hillreed Land Limited, (2) Any Waste Solutions Limited Date 6 February 2008 Documents Held Original Lease Location Not registered</p>
	<p>Transaction Solicitor Halliwells Premises The Yard at Brook Street, Snodland, Kent Parties (1) Louise Haffenden, (2) Richard Monks, (3) Jamie Houston Date 23 May 2005 Documents Held Original Lease Location The Lease is registered at the Land Registry with title number K936383</p>
	<p>Transaction Solicitor Halliwells Premises Land at Station Road, Ampthill, Bedfordshire Parties (1) Michael Robert Clarkson and James Clarkson, (2) Ampthill Metal Company Limited Date 29 August 2008 (Lease), 22 January 2009 Documents Held Original Lease and Option Agreement Location Leasehold title registered at the Land Registry under title number BD268140</p>
	<p>Transaction Solicitor Halliwells Premises Acornfield Road Waste Management Centre, Acornfield Road, Knowsley Industrial Park, Liverpool L33 7UF Parties (1) Acorn Developments (Kirkby) Limited, (2) Future Industrial Services Limited Date 24 December 2007 Documents Held Copy Lease Location The Lease is registered at the Land Registry with title number MS548219</p>
	<p>Transaction Solicitor Halliwells Premises Building K41, Acornfield Road, Knowsley Industrial Park, Liverpool L33 7UF Parties (1) Acorn Developments (Kirkby) Limited, (2) Future Industrial Services Limited Date 22 April 2008 Documents Held Copy Lease Location The Lease is registered at the Land Registry with title number MS552493</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Transaction Solicitor Halliwells Premises Unit 102, Queensway Meadows Industrial Estate, Newport Parties (1) Ashtenne (AIF) Limited, (2) Future Industrial Services (Southern) Limited Date 1 September 2006 Documents Held Copy Tenancy Agreement Location Not registered</p> <p>Transaction Solicitor Halliwells Premises Property at Llanwern Works, South Wales Parties (1) Corus UK Limited, (2) Future Industrial Services (Southern) Limited Date 19 May 2008 Documents Held Copy Lease Location Not registered</p> <p>Transaction Solicitor LK Shields Premises Reclamel Limited premises at Woodchurch Road, Kent, England Parties Various parties Date Various Documents Held Original title deeds Location LK Shields (did not act for One51 in this transaction - the relevant title documents are in the LKS safe for safekeeping)</p> <p>Transaction Solicitor LK Shields Premises Bays 2, 3 and 4, Manner Court, Coton Farm Industrial Estate, Tamworth, Staffordshire, England Parties (1) Michael John Elms and Others, (2) AAC Structural Foam Limited, (2) One Fifty One Plc Date 4 April 2008 Documents Held Original Lease and Original Agreement for Lease and Surrender Location LK Shields</p> <p>Transaction Solicitor LK Shields Premises Land on South East side of Mangham Road, Rotherham, England & Unit A, Quintec Court, Barbot Hall Industrial Estate, Rotherham, England Parties (1) Titan Environmental Limited, (2) AAC Plastics Limited Date 12 September 2008 Documents Held Original Lease Location LK Shields</p> <p>Transaction Solicitor Bircham Dyson Bell, LLP Premises Workshop Unit 4, 87 Beddington Lane, Croydon Parties (1) Edwin Piet Burley Harris, Colin Rudolf Harris and Fairmount Trustee Services Ltd, (2) Country Land Ltd Date 27 May 2010 Documents Held Copy Lease Location The Lease is registered at the Land Registry</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>THE FOURTH SCHEDULE Shares (none specified)</p> <p>THE FIFTH SCHEDULE Assigned Contracts (none specified)</p> <p>THE SIXTH SCHEDULE Security Accounts (none specified)</p> <p>THE SEVENTH SCHEDULE Fixed Asset Register (none specified)</p> <p>THE EIGHTH SCHEDULE Intellectual Property (none specified)</p> <p>THE NINTH SCHEDULE Licences (none specified)</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">APPENDIX 1</p> <p style="text-align: center;">DEFINITIONS</p> <p>"Assigned Contracts" means the documents listed in the Fifth Schedule of the Deed of Admission (copy above) and any one an "Assigned Contract",</p> <p>"Charged Assets" means the undertaking, assets, properties, revenues, rights and benefits described in this Part 6 and references to the Charged Assets include references to any part of it</p> <p>"Dervative Assets" means -</p> <p>(a) all rights deriving from or incidental to any of the Shares including all stocks, shares and other securities, rights, monies and other property accruing, offered or issued at any time by way of bonus, redemption, exchange, substitution, conversion, preference, option or otherwise in respect of the Shares, and</p> <p>(b) all dividends, interest or other income deriving from or incidental to the ownership of the Shares,</p> <p>"Facilities Agreement" means the facilities agreement dated on or about 15th December 2006 made between One Fifty One Limited (as Parent), One Fifty One Treasury Services, the Original Borrowers (as defined therein), the Original Guarantors (as defined therein), The Governor and Company of the Bank of Ireland (as Coordinating Bank), The Governor and Company of the Bank of Ireland (as Agent), The Governor and Company of the Bank of Ireland (as Security Trustee), The Governor and Company of the Bank of Ireland (as Issuer) and the Original Lenders (as defined therein),</p> <p>"Insurance Proceeds" means all proceeds of insurance payable to or received by any Company (whether by way of claims, return premiums, ex gratia payments or otherwise) but excluding, for the avoidance of doubt, liability of any Company for third party claims to the extent that those proceeds are applied directly to discharge a liability of the Company to a third party,</p> <p>"Intellectual Property Rights" means all the Company's patents, patent applications, brand names, copyrights, rights in the nature of copyrights, publication rights, registered designs (including applications and rights to apply therefor), all inventions, rights and trademarks, both registered and unregistered, registered user agreements, service marks and business names whether registered or not (including applications and rights to apply therefor), confidential information and know-how, fees, royalties and other rights of every kind deriving from any of the foregoing and which at the time of creation of the Deed of Admission or at any time thereafter belong to it and any and all rights which it may have as licensee or sub-licensee pursuant to any agreement or otherwise, and all agreements under which it is at the time of creation of the Deed of Admission or may become entitled to the payment of any royalty fee or similar income including, without limitation, those assets specified in the Eighth Schedule of the Deed of Admission (copy above)</p> <p>"Intragroup Debts" means all amounts from time to time due to the Company by any other member of the Group whether in respect of loans advanced by the Company or otherwise,</p> <p>(continued)</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Licences" means all licences, sanctions or permits presently held at the date of the Deed of Admission or thereafter acquired by it (or its nominee) in connection with any business carried on by it or the user of any of its Charged Assets including, without limitation, those specified in the Ninth Schedule of the Deed of Admission (copy above),

"Mortgaged Property" means the lands and premises particulars of which are described in the Third Schedule of the Deed of Admission (copy above) under its name and all rights and appurtenances hereunto belonging or appertaining

"Receivables" means all sale proceeds, deposits, rents, premiums and other income from time to time receivable by the Company pursuant to and in connection with the Assigned Contracts or otherwise in connection with its Charged Assets,

"Receiver" shall mean any one or more receivers, administrative receivers and/or managers appointed in respect of any Company (whether appointed pursuant to the Deed of Admission and the Debenture, pursuant to any statute, by a court or otherwise),

"Related Rights" means, in relation to any property or assets -

(a) the proceeds of sale and/or other realisation of that property or asset (or any part thereof or interest therein),

(b) all security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property or asset,

(c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or assets,

(d) all rights and/or licences at the time of creation of the Deed of Admission or in the future held to enter upon, use or exploit such property or asset and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of such property or asset,

(e) any moneys and proceeds paid or payable in respect of that property or asset and the right to receive any such moneys or proceeds,

"Securities" means all stocks, shares, bonds, debentures, loan stock and/or loan notes issued by any company or person and all other investments (whether or not marketable) at the time of creation of the Deed of Admission or in the future owned (at law or in equity) by the Company, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all securities owned by the Company in any other member of the Group,

(continued)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Security Accounts" means each of the bank accounts listed in the Fourth Schedule of the Deed of Admission (copy above) and any other account or accounts of the Company which are designated by the Company and the Security Trustee as "Assigned Accounts" for the purposes of the Deed of Admission and the Debenture, in each case as the same may be replaced, substituted, redesignated or renumbered and including any sub-accounts,</p> <p>"Security Account Holder" means the financial institution with whom any Security Account is held, details of which are specified in the Fourth Schedule of the Deed of Admission (copy above),</p> <p>"Secured Parties" means collectively the Finance Parties, the Hedge Counterparties and their successors and assigns and "Secured Party" means any one of them (as defined in the Facility Agreement),</p> <p>"Shares" means</p> <ul style="list-style-type: none"> (a) the shares owned by the Company issued and outstanding at the date of the Deed of Admission which are specified in the Fourth Schedule of the Deed of Admission (copy below), (b) any other shares from time to time held by the Company in any Subsidiary or in any other company, (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares, (d) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, charge or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person), and (e) all Related Rights in respect of sub-paragraphs (a), (b), (c) and (d) above, <p>in each case at the time of creation of the Deed of Admission or in the future by it or (to the extent of its interest) in which it at the time of creation of the Deed of Admission or in the future has an interest</p> <p>"Subsidiary" in relation to any person -</p> <ul style="list-style-type: none"> (a) a subsidiary as defined by Article 4 of the Companies Order and/or Section 736 of the Companies Act as the context permits or requires, and (b) a subsidiary undertaking as defined by Article 266 of the Companies Order and/or Section 258 of the Companies Act as the context permits or requires 	

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>NIL</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Arthur Cox</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name	Judith Brown
Company name	Arthur Cox Solicitors
Address	
Capital House	
3 Upper Queen Street	
Post town	
Belfast	
County/Region	
County Antrm	
Postcode	B T 1 6 P U
Country	Northern Ireland
DX	DX2012 NR BELFAST 2
Telephone	028 9023 0007



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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 MORTGAGE OR CHARGE

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

**COMPANY NO. 5226185
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ADMISSION DATED 23
JUNE 2010 AND CREATED BY ANY WASTE RECYCLING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE SECURED PARTIES ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES