

# MG01

229562/13



## 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  
particulars of a charge for a  
company To do this, please  
form MG01s

THURSDAY



A39 \*AEJONZWP\* 7  
08/12/2011  
COMPANIES HOUSE

### 1 Company details

Company number 0 3 3 4 7 3 7 2

Company name in full Skips@Home Limited (the **Chargor**)

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation 29 11 2011

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A supplemental common debenture dated 29 November 2011 (the **Deed**)  
between, amongst others, the Chargor and Barclays Bank PLC (the **Security  
Trustee**) which is supplemental to a common debenture dated 30 March 2007  
(as amended and supplemented from time to time) between the Company and  
the Junior Company (each as defined below) as original chargors and the  
Security Trustee (the **Original Common Debenture**)

### 4 Amount secured

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

Amount secured All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any capacity whatsoever)  
of each Obligor to any Secured Finance Party under  
any Finance Document, except for any obligation or  
liability which, if it were so included, would  
result in the Deed contravening any law (including  
Sections 678 or 679 of the Companies Act 2006) (the  
**Secured Liabilities**) (all capitalised terms as  
defined below)

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

# 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 Barclays Bank PLC

Address 5 The North Colonnade, Canary Wharf  
London

Postcode E 1 4 4 B B

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

Please see continuation sheets

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

### 8 Delivery of instrument

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 870)

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 866). 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)

### 9 Signature

Please sign the form here

Signature

Signature

X Allen + Overy LLP (7/12/11) X

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

# 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 Angela Higson (BK 18348335)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region Greater London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 3743



### 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,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p data-bbox="339 365 1026 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="360 477 823 510"><b>1. CREATION OF SECURITY</b></p> <p data-bbox="360 544 560 577"><b>1.1 General</b></p> <p data-bbox="360 611 647 645">(a) All the Security</p> <p data-bbox="456 678 1066 712">(i) is created in favour of the Security Trustee,</p> <p data-bbox="456 745 1206 779">(ii) is created over present and future assets of the Chargor,</p> <p data-bbox="456 813 1461 880">(iii) is security for the payment, discharge and performance of all the Secured Liabilities, and</p> <p data-bbox="456 913 1461 1014">(iv) is made (save as to any prior Security created by the Original Common Debenture) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p data-bbox="360 1048 1461 1115">(b) The Security Trustee holds the benefit of the Deed on trust for the Secured Finance Parties</p> <p data-bbox="360 1149 528 1182"><b>1.2 Land</b></p> <p data-bbox="360 1216 1461 1305">(a) The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge or legal mortgage thereof pursuant to the Original Common Debenture) charged</p> <p data-bbox="456 1339 1461 1541">(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, this includes any specified in part 1 of schedule 2 (Security Assets) to the Deed opposite its name or in part 1 of the schedule to any Deed of Accession by which it became party to the Deed,</p> <p data-bbox="456 1574 1461 1742">(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, and</p> <p data-bbox="456 1776 1461 1910">(iii) by way of first fixed charge all interests in any licence agreements and option agreements held by it, this includes any specified in part 2 of schedule 2 (Security Assets) to the Deed opposite its name or in part 2 of the schedule to any Deed of Accession by which it became party to the Deed</p> <p data-bbox="360 1944 1286 1977">(b) A reference in the Deed to any freehold or leasehold property includes</p>	

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants

**1.3 Investments**

**(a) The Chargor charged**

- (i) (to the extent not already mortgaged, charged or pledged pursuant to the Original Common Debenture) by way of a first legal mortgage all Shares owned by it or held by any nominee on its behalf, this includes those shares specified in part 3 of schedule 2 (Security Assets) to the Deed opposite its name or in part 3 of the schedule to any Deed of Accession by which it became party to the Deed, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalent Investments) owned by it or held by any nominee on its behalf

**(b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes**

- (i) any dividend, interest or other distribution paid or payable,
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
- (iii) any right against any clearance system, and
- (iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

**1.4 Plant and machinery**

The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture)

6	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p data-bbox="339 369 1023 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="453 448 1458 512">charged by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession</p> <p data-bbox="359 548 655 577"><b>1.5 Credit balances</b></p> <p data-bbox="453 613 1458 779">The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture) charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account and the debt represented by such Security Account, save for</p> <ul data-bbox="453 815 1458 1211" style="list-style-type: none"><li data-bbox="453 815 1458 913">(a) its rights in respect of any amount standing to the credit of any account specified in part 9 of schedule 2 (Security Assets) to the Deed and the debt represented by such Security Account,</li><li data-bbox="453 949 1458 1048">(b) any amount standing to the credit of an account which is provided as cash collateral in accordance with clause 3 1(e)(ii)(A) of the Senior Facilities Agreement, and</li><li data-bbox="453 1084 1458 1211">(c) any amount standing to the credit of an account designed to provide cash cover to a Lender (as defined in the Senior Facilities Agreement) for a Letter of Credit as contemplated by clause 1 2(d) (Construction) of the Senior Facilities Agreement</li></ul> <p data-bbox="359 1247 647 1276"><b>1.6 Book debts etc.</b></p> <p data-bbox="453 1312 1458 1411">The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture) charged by way of a first fixed charge</p> <ul data-bbox="453 1447 1458 1644" style="list-style-type: none"><li data-bbox="453 1447 911 1476">(a) all of its book and other debts,</li><li data-bbox="453 1512 1038 1541">(b) all other moneys due and owing to it, and</li><li data-bbox="453 1576 1458 1644">(c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above</li></ul> <p data-bbox="359 1680 596 1709"><b>1.7 Insurances</b></p> <ul data-bbox="359 1744 1458 1908" style="list-style-type: none"><li data-bbox="359 1744 1458 1908">(a) The Chargor (to the extent that the Secured Liabilities were not already secured by an effective assignment or fixed charge thereof pursuant to the Original Common Debenture) charged by way of first fixed charge all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts</li></ul>	

6	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p data-bbox="339 369 1029 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="359 448 1460 548">(b) A reference in this Clause 1.7 (Insurances) to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party</p> <p data-bbox="359 582 662 616"><b>1.8 Other contracts</b></p> <p data-bbox="359 649 1460 750">(a) The Chargor (to the extent that the Secured Liabilities were not already secured by an effective assignment or fixed charge thereof pursuant to the Original Common Debenture) charged by way of first fixed charge all of its rights in respect of</p> <ul data-bbox="454 784 1276 952" style="list-style-type: none"><li data-bbox="454 784 821 817">(i) its Relevant Contracts,</li><li data-bbox="454 851 1061 884">(ii) any letter of credit issued in its favour, and</li><li data-bbox="454 918 1268 952">(iii) any bill of exchange or other negotiable instrument held by it</li></ul> <p data-bbox="359 974 1460 1142">(b) To the extent that any right described in paragraph (a) above is not charged, the charge of that right purported to be effected by paragraph (a) above shall operate as a first fixed charge over any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right</p> <p data-bbox="359 1176 726 1209"><b>1.9 Intellectual property</b></p> <p data-bbox="454 1243 1460 1444">The Chargor (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture) charged by way of a first fixed charge all of its rights in respect of any Intellectual Property, this includes any specified in part 8 of schedule 2 (Security Assets) to the Deed opposite its name or in part 8 of the schedule to any Deed of Accession by which it became party to the Deed</p> <p data-bbox="359 1478 646 1512"><b>1.10 Miscellaneous</b></p> <p data-bbox="454 1545 1460 1646">The Chargor charged (to the extent that the Secured Liabilities were not already secured by an effective fixed charge thereof pursuant to the Original Common Debenture) by way of a first fixed charge</p> <ul data-bbox="454 1680 1460 1915" style="list-style-type: none"><li data-bbox="454 1680 1460 1747">(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</li><li data-bbox="454 1780 710 1814">(b) its goodwill,</li><li data-bbox="454 1848 1460 1915">(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</li></ul>	

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p><b>1.11 Floating charge</b></p> <p>(a) The Chargor charged (to the extent that the Secured Liabilities were not already secured by a floating charge thereof pursuant to the Original Common Debenture) by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed</p> <p>(b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default is outstanding,</p> <p>(ii) the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or</p> <p>(iii) the Chargor fails to comply or takes or threatens to take any action which, in the reasonable opinion of the Security Trustee, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 2 (Restrictions on Dealings) of this Form MG01</p> <p>(c) Any floating charge created under the Deed may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A to the Insolvency Act 2000</p> <p>(d) Any floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets</p> <p>(i) if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator (including, without limitation, pursuant to any Finance Document), or</p> <p>(ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up)</p>

6	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p data-bbox="339 365 1023 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="357 445 1458 510">(e) Each floating charge created under the Deed is a qualifying floating charge for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986</p> <p data-bbox="357 546 1458 707">(f) The giving by the Security Trustee of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Trustee's rights to give any other notice in respect of any other asset or of any other right of any other Secured Finance Party under the Deed or any other Finance Document</p> <p data-bbox="357 745 890 775"><b>2. RESTRICTIONS ON DEALINGS</b></p> <p data-bbox="453 813 707 842">The Chargor may not</p> <p data-bbox="453 880 1337 909">(a) create or allow to exist any Security Interest on any of its assets, or</p> <p data-bbox="453 947 1458 1043">(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,</p> <p data-bbox="453 1081 1007 1111">unless permitted under the Finance Documents</p> <p data-bbox="357 1149 695 1178"><b>3. VOTING RIGHTS</b></p> <p data-bbox="357 1216 1458 1281">(a) Before the Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments</p> <p data-bbox="357 1319 1458 1514">(b) If the relevant Investments have been registered in the name of the Security Trustee or its nominee, the Security Trustee (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the Chargor may direct in writing. The Security Trustee (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose</p> <p data-bbox="357 1552 1458 1648">(c) Before the Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the Chargor. To achieve this</p> <p data-bbox="453 1686 1458 1751">(i) the Security Trustee or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor, or</p> <p data-bbox="453 1789 1458 1886">(ii) if payment is made directly to the Security Trustee (or its nominee) before this Security becomes enforceable, the Security Trustee (or that nominee) will promptly pay that amount to the Chargor</p> <p data-bbox="357 1924 1458 1989">(d) Before the Security becomes enforceable, the Security Trustee shall use its reasonable endeavours to promptly forward to the Chargor all material notices,</p>	

6

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

- correspondence and/or other communication it receives in relation to the Investments
- (e) After the Security has become enforceable, the Security Trustee or its nominee may exercise or refrain from exercising
- (i) any voting rights, and
- (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,
- in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor
- (f) To the extent that the Investments remain registered in the names of the Chargor, the Chargor irrevocably appoints the Security Trustee or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable
- (g) The Chargor must indemnify the Security Trustee against any loss or liability incurred by the Security Trustee as a consequence of the Security Trustee acting in respect of its Investments on the direction of the Chargor, except in the case of the Security Trustee's fraud, gross negligence or wilful misconduct
- 4. DEFINITIONS**
- In this Form MG01
- 2007 Senior Waiver Letter** means the senior waiver letter in respect of the Senior Facilities Agreement dated 18 May 2007 from the Senior Agent to the Parent
- 2008 CEL Confirmation and Undertaking Letter** means the confirmation and undertaking letter in respect of the 2008 Senior Waiver Letter dated 31 July 2008 from Cory Environmental Limited to the Senior Agent
- 2008 Junior Waiver Letter** means the junior waiver letter in respect of the Junior Facilities Agreement dated 7 July 2008 from the Parent to Barclays Bank PLC as junior agent and Security Trustee
- 2008 Parent Undertaking Letter** means the undertaking in respect of the 2008 Senior Waiver Letter dated 31 July 2008 from the Parent to the Senior Agent

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p><b>2008 Senior Waiver Letter</b> means the senior waiver letter in respect of the Senior Facilities Agreement dated 7 July 2008 from the Parent to the Senior Agent and Security Trustee</p>	
	<p><b>2011 Junior Facility Process and Amendment Agreement</b> means the process and amendment agreement in respect of the Junior Facilities Agreement dated 29 November 2011 between, amongst others, the Parent and the Junior Agent</p>	
	<p><b>2011 Junior Waiver Letters</b> means the junior waiver letters in respect of the Junior Facilities Agreement dated 20 May 2011 (as amended from time to time) and on 14 November 2011 from the Parent to the Junior Agent and Security Trustee</p>	
	<p><b>2011 Senior Waiver Letters</b> means the senior waiver letters in respect of the Senior Facilities Agreement dated 20 May 2011 (as amended from time to time) and on 14 November 2011 from the Parent to the Senior Agent</p>	
	<p><b>Acceptable Bank</b> means</p>	
	<p>(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB+ or higher by Standard &amp; Poor's Rating Services or Fitch Ratings Ltd or Baal or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or</p>	
	<p>(b) any other bank or financial institution approved by the Majority Lenders</p>	
	<p><b>Accession Letter</b> means a document substantially in the form set out in schedule 7 (Form of Accession Letter) to the Senior Facilities Agreement</p>	
	<p><b>Account Bank</b> means Barclays Bank PLC</p>	
	<p><b>Account Bank Mandate</b> has the meaning given to that term in the Senior Facilities Agreement</p>	
	<p><b>Acquisition Facility Commitment</b> means</p>	
	<p>(a) in relation to an Original Lender, the amount set opposite its name under the heading <b>Acquisition Facility Commitment</b> in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any other Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement, and</p>	
	<p>(b) in relation to any other Lender, the amount of any Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement</p>	
	<p>to the extent</p>	

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 369 1029 403">Please give the short particulars of the property mortgaged or charged</p> <ul style="list-style-type: none"><li data-bbox="454 448 1460 515">(i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and</li><li data-bbox="454 548 1460 649">(ii) not deemed to be zero pursuant to clause 29.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement</li></ul> <p data-bbox="454 683 1460 784"><b>Additional Borrower</b> means a company which becomes a Borrower (as defined in the Senior Facilities Agreement) in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement</p> <p data-bbox="454 817 1460 884"><b>Additional Guarantor</b> has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p data-bbox="454 918 1149 952"><b>Arrangers</b> means Barclays Capital and Commerzbank AG</p> <p data-bbox="454 985 1460 1120"><b>Assignment Agreement and Lender Accession Undertaking</b> means an agreement substantially in the form set out in schedule 6 (Form of Assignment Agreement and Lender Accession Undertaking) to the Senior Facilities Agreement or any other form agreed between the relevant assignor and assignee</p> <p data-bbox="454 1153 662 1187"><b>Borrower</b> means</p> <ul style="list-style-type: none"><li data-bbox="454 1220 1460 1321">(a) as defined in the Senior Facilities Agreement, the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement, and</li><li data-bbox="454 1355 1332 1388">(b) as defined in the Junior Facilities Agreement, the Junior Company</li></ul> <p data-bbox="454 1422 1372 1456"><b>Budget</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p data-bbox="454 1489 901 1523"><b>Capex Facility Commitment</b> means</p> <ul style="list-style-type: none"><li data-bbox="454 1556 1460 1713">(a) in relation to an Original Lender, the amount set opposite its name under the heading <b>Capex Facility Commitment</b> in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any Capex Facility Commitment transferred to it under the Senior Facilities Agreement, and</li><li data-bbox="454 1747 1460 1814">(b) in relation to any other Lender, the amount of any Capex Facility Commitment transferred to it under the Senior Facilities Agreement,</li></ul> <p data-bbox="454 1848 606 1881">to the extent</p> <ul style="list-style-type: none"><li data-bbox="454 1915 1460 1982">(i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and</li></ul>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(ii) not deemed to be zero pursuant to clause 29.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement</p> <p><b>Capex Reserve Account Letter</b> means the letter dated 29 November 2011 from TopCo to the Company, the Account Bank and the Security Trustee</p> <p><b>Cash Equivalent Investments</b> means at any time</p> <p>(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,</p> <p>(b) any investment in marketable debt obligations issued or guaranteed by the government of the United Kingdom, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,</p> <p>(c) commercial paper not convertible or exchangeable to any other security</p> <p>(i) for which a recognised trading market exists,</p> <p>(ii) which matures within one year after the relevant date of calculation, and</p> <p>(iii) issued by an issuer incorporated in the United Kingdom,</p> <p>(iv) which has a credit rating of either A-1 or higher by Standard &amp; Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,</p> <p>(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent),</p> <p>(e) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard &amp; Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (iii) can be turned into cash on not more than 30 days' notice, or</p> <p>(f) any other debt security approved by the Majority Lenders,</p>	

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="338 367 1023 396">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="453 443 1461 577">in each case, denominated in sterling and to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents)</p> <p data-bbox="453 611 1461 678"><b>CEHL</b> means Cory Environmental Holdings Limited, a company incorporated under the laws of England and Wales with registered number 05360864</p> <p data-bbox="453 712 1219 741"><b>CEHL Group</b> means the Relevant Group (other than the Parent)</p> <p data-bbox="453 775 1142 804"><b>Closing Date</b> means the date on which Completion occurs</p> <p data-bbox="453 837 1461 943"><b>Commitment</b> means an Acquisition Facility Commitment, a Capex Facility Commitment, an EFW Facility Commitment, a Revolving Facility Commitment or an L/C Revolving Facility Commitment</p> <p data-bbox="453 976 1461 1043"><b>Company</b> means Viking Consortium Acquisition Limited (registered number 06067505)</p> <p data-bbox="453 1077 1461 1144"><b>Company Intra-Group Loan Agreement</b> has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p data-bbox="453 1178 1430 1207"><b>Completion</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p data-bbox="453 1240 1461 1346"><b>Compliance Certificate</b> means a certificate substantially in the form set out in schedule 9 (Form of Compliance Certificate) to the Senior Facilities Agreement or otherwise in a form and substance satisfactory to the Senior Agent</p> <p data-bbox="453 1379 1461 1447"><b>Deed of Accession</b> means a deed substantially in the form of schedule 6 (Form of Deed of Accession) to the Deed</p> <p data-bbox="453 1480 927 1509"><b>Effective Date</b> means 2 December 2011</p> <p data-bbox="453 1543 895 1572"><b>EFW Facility Commitments</b> means</p> <p data-bbox="453 1606 1461 1872">(a) in relation to an Original Lender, the amount set opposite its name under the heading <b>EFW Facility Commitment</b> in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any other EFW Facility Commitment transferred to it under the Senior Facilities Agreement, and</p> <p data-bbox="453 1805 1461 1872">(b) in relation to any other Lender, the amount of any EFW Facility Commitment transferred to it under the Senior Facilities Agreement,</p> <p data-bbox="453 1906 608 1935">to the extent</p>

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="341 367 1023 398">Please give the short particulars of the property mortgaged or charged</p> <ul style="list-style-type: none"><li data-bbox="456 443 1465 510">(i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and</li><li data-bbox="456 546 1465 645">(ii) not deemed to be zero pursuant to clause 29.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement</li></ul> <p data-bbox="456 680 1465 815"><b>EFW-Only Contract</b> means a contract solely for the provision of EFW Services by Cory Environmental Limited in circumstances where EFW ProjectCo has assumed an obligation to Cory Environmental Limited to perform all of Cory Environmental Limited's obligations under such contract and either</p> <ul style="list-style-type: none"><li data-bbox="456 846 1465 945">(a) such contract includes provisions which allow Cory Environmental Limited to avoid suffering a material and adverse effect if EFW ProjectCo fails to perform any or all of such obligations, or</li><li data-bbox="456 981 1465 1115">(b) to the extent legally capable of being the subject of a cap on liability, the maximum aggregate liability of Cory Environmental Limited under such contract is capped at an amount which is not greater than the sum of X and £7,500,000</li></ul> <p data-bbox="456 1151 1465 1218"><b>EFW Plant</b> means the energy from waste plant that the CEHL Group intends to construct at Belvedere in Bexley, London pursuant to the WRWA Agreement</p> <p data-bbox="456 1249 1465 1348"><b>EFW-Plus Capped Contract</b> means a contract for the provision of EFW Services and other waste management services by Cory Environmental Limited in circumstances where</p> <ul style="list-style-type: none"><li data-bbox="456 1379 1465 1514">(a) such contract is expected to provide gross revenues of less than £3,000,000 (indexed to RPI from 31 December 2005) per annum for Cory Environmental Limited in respect of waste management services which are not EFW Services, and</li><li data-bbox="456 1550 1465 1648">(b) EFW ProjectCo has assumed an obligation to Cory Environmental Limited to perform all of Cory Environmental Limited's obligations under such contract in respect of EFW Services,</li></ul> <p data-bbox="456 1684 587 1715">and, either</p> <ul style="list-style-type: none"><li data-bbox="456 1751 1465 1886">(i) such contract includes provisions which allow Cory Environmental Limited to avoid suffering a material and adverse effect if EFW ProjectCo fails to perform any or all of its obligations in respect of EFW Services to be provided under such contract, or</li><li data-bbox="456 1921 1465 1998">(ii) to the extent legally capable of being the subject of a cap on liability, the maximum aggregate liability of Cory Environmental Limited under such</li></ul>

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="339 367 1023 396">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="552 450 1460 510">contract is capped at an amount which is not greater than the sum of X and £7,500,000</p> <p data-bbox="456 546 1460 645"><b>EFW-Plus Ring Fenced Contract</b> means a contract for the provision of EFW Services and other waste management services by Cory Environmental Limited in circumstances where</p> <ul data-bbox="456 680 1460 1211" style="list-style-type: none"><li data-bbox="456 680 1460 813">(a) such contract is expected to provide gross revenues of less than £3,000,000 (indexed to RPI from 31 December 2005) per annum for Cory Environmental Limited in respect of waste management services which are not EFW Services, and</li><li data-bbox="456 848 1460 947">(b) EFW ProjectCo has assumed an obligation to Cory Environmental Limited to perform all of Cory Environmental Limited's obligations under such contract in respect of EFW Services, and</li><li data-bbox="456 983 1460 1211">(c) such contract provides that a failure to perform any or all of the EFW Services (not attributable to events of force majeure) shall not result in the early termination of such contract to the extent that it relates to other waste management services (and vice versa) and that no right of set-off shall be exercisable by the counterparty to such contract in respect of amounts relating to EFW Services and amounts relating to other waste management services,</li></ul> <p data-bbox="456 1247 584 1276">and, either</p> <ul data-bbox="456 1312 1460 1619" style="list-style-type: none"><li data-bbox="456 1312 1460 1444">(i) such contract includes provisions which allow Cory Environmental Limited to avoid suffering a material and adverse effect if EFW ProjectCo fails to perform any or all of its obligations in respect of EFW Services to be provided under such contract, or</li><li data-bbox="456 1480 1460 1619">(ii) to the extent legally capable of being the subject of a cap on liability, the maximum aggregate liability of Cory Environmental Limited under such contract, in respect of EFW Services, is capped at an amount which is not greater than the sum of X and £7,500,000</li></ul> <p data-bbox="456 1655 1460 1715"><b>EFW ProjectCo</b> means Riverside Resource Recovery Limited (registered number 03723386)</p> <p data-bbox="456 1751 1460 1850"><b>EFW Services</b> means services relating to the transport of waste by river to the EFW Plant, the incineration of waste at the EFW Plant and the disposal of waste which cannot be incinerated at the EFW Plant due to lack of availability in capacity</p> <p data-bbox="456 1886 1460 1984"><b>Equity Contribution Agreement</b> means the equity contribution agreement dated 29 November 2011 and made between the Equity Investors, the Parent, TopCo, the Security Trustee, the Senior Agent and the Junior Agent</p>

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Equity Investors</b> means EISER, Santander or Finpro (each as defined in the Equity Contribution Agreement and construed in accordance with its terms (including, without limitation, clause 1 2(d) and 1 2(e)) thereof)</p> <p><b>Event of Default</b> means</p> <ul style="list-style-type: none"><li>(a) as defined in the Senior Facilities Agreement, any event or circumstance specified as such in clause 27 (Events of Default) of the Senior Facilities Agreement, and</li><li>(b) as defined in the Junior Facilities Agreement, any event or circumstance specified as such in clause 24 (Events of Default) of the Junior Facilities Agreement</li></ul> <p><b>Fee Letter</b> means</p> <ul style="list-style-type: none"><li>(a) any letter or letters dated on or about the date of the Senior Facilities Agreement or the Fifth Supplemental Senior Facilities Agreement between the Arrangers, the Investors (as defined in the Senior Facilities Agreement) and the Company (or the Senior Agent and the Company, the Security Trustee and the Company or the Account Bank and the Company) setting out any of the fees referred to in clause 16 (Fees) of the Senior Facilities Agreement, and</li><li>(b) any agreement setting out fees payable to a Finance Party referred to in clause 16 5 (Fees payable in respect of Letters of Credit) of the Senior Facilities Agreement or under any other Senior Finance Document</li></ul> <p><b>Fifth Supplemental Senior Facilities Agreement</b> means the fifth supplemental agreement in respect of the Senior Facilities Agreement dated 29 November 2011 between, amongst others, the Parent and the Senior Agent</p> <p><b>Finance Document</b> means the Senior Finance Documents and the Junior Finance Documents</p> <p><b>Finance Party</b> means</p> <ul style="list-style-type: none"><li>(a) as defined in the Senior Facilities Agreement, the Senior Agent, an Arranger, the Security Trustee, a Lender, the Issuing Bank, the Account Bank or a Hedge Counterparty, and</li><li>(b) as defined in the Junior Facilities Agreement, the Junior Agent, an Arranger, the Security Trustee, a Lender, the Account Bank or a Hedge Counterparty</li></ul>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>First Supplemental Junior Facilities Agreement</b> means the first supplemental agreement in respect of the Junior Facilities Agreement dated 30 March 2007 between, amongst others, the Parent and Barclays Bank PLC as junior agent</p> <p><b>First Supplemental Senior Facilities Agreement</b> means the first supplemental agreement in respect of the Senior Facilities Agreement dated 30 March 2007 between, amongst others, the Parent and the Senior Agent</p> <p><b>Fourth Supplemental Senior Facilities Agreement</b> means the fourth supplemental agreement in respect of the Senior Facilities Agreement dated 6 March 2008 between, amongst others, the Parent and the Senior Agent</p> <p><b>Group</b> means</p> <ul style="list-style-type: none"><li>(a) prior to Norfolk Close the Parent, CEHL, and each of their respective Subsidiaries (other than EFW ProjectCo and any Subsidiary of EFW ProjectCo) for the time being, and</li><li>(b) after Norfolk Close the Parent, CEHL, Norfolk TopCo and each of their respective Subsidiaries (other than EFW ProjectCo, Norfolk FinanceCo, Norfolk MidCo, Norfolk TradeCo, Norfolk OpCo and any Subsidiary of EFW ProjectCo, Norfolk FinanceCo, Norfolk MidCo, Norfolk TradeCo or Norfolk OpCo) for the time being</li></ul> <p><b>Guarantor</b> means</p> <ul style="list-style-type: none"><li>(a) as defined in the Senior Facilities Agreement, an Original Guarantor (as defined in the Senior Facilities Agreement) or an Additional Guarantor (as defined in the Senior Facilities Agreement), unless it has ceased to be a Guarantor in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement</li><li>(b) as defined in the Junior Facilities Agreement, an Original Guarantor (as defined in the Junior Facilities Agreement) or an Additional Guarantor (as defined in the Junior Facilities Agreement), unless it has ceased to be a Guarantor in accordance with clause 27 (Changes to the Obligors) of the Junior Facilities Agreement</li></ul> <p><b>Hedge Counterparty</b> means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p><b>Hedging Agreement</b> means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or inflation risks</p>	

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

entered into in connection with the Senior Facilities Agreement and/or the Junior Facilities Agreement and in accordance with the Senior Facilities Agreement

**Hedging Letter** means a letter between the Senior Agent and the Parent dated 13 March 2007 describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers

**Initial Material Contract** means each contract to which a member of the Group is a party which is listed in schedule 17 (Initial Material Contracts) to the Senior Facilities Agreement for so long as that contract is not, pursuant to the Budget most recently provided pursuant to clause 24.4 (Budget) of the Senior Facilities Agreement, expected to provide gross revenues of less than £3,000,000 (indexed to RPI from 31 December 2005) per annum for that member of the Group (or, if less, over the remaining scheduled term thereof) determined by reference to the most recent Budget supplied by the Parent

**Insurance** means any contract of insurance taken out by or on behalf of a member of the Group or under which it has a right to claim including (but not limited to) those contracts of insurance set out in part 6 of schedule 2 (Security Assets) to the Deed

**Intellectual Property** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Obligor

**Intercreditor Agreement** means the intercreditor agreement dated 13 March 2007 as amended on 29 November 2011 between, amongst others, the Obligors, the Security Trustee, the Hedge Counterparties, the Senior Creditors (as defined in the Intercreditor Agreement) and the Junior Creditors (as defined in the Intercreditor Agreement)

**Investments** means

- (a) the Shares,
- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments,
- (c) any dividend or interest paid or payable in relation to any of the above, and

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 369 1023 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="456 450 1458 546">(d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise,</p> <p data-bbox="456 584 1230 613">which the Chargor purports to mortgage or charge under the Deed</p> <p data-bbox="456 651 1458 913"><b>Issuing Bank</b> means Barclays Bank PLC and any other Lender (as defined in the Senior Facilities Agreement) which has notified the Senior Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the <b>Issuing Bank</b>) provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the <b>Issuing Bank</b> shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit</p> <p data-bbox="456 952 1458 1014"><b>Junior Agent</b> means The Bank of New York Mellon, London Branch as agent for the Lenders under the Junior Facilities Agreement</p> <p data-bbox="456 1052 1458 1115"><b>Junior Company</b> means Viking Consortium Borrower Limited (registered number 06067188)</p> <p data-bbox="456 1153 1458 1216"><b>Junior Debenture</b> means the English law debenture dated 30 March 2007 entered into between the Parent and the Security Trustee</p> <p data-bbox="456 1254 1458 1384"><b>Junior Facilities Agreement</b> means the junior facilities agreement dated 13 March 2007 as amended and restated on 30 March 2007, 16 May 2007 and 29 November 2011 between, amongst others, the Junior Company, the Junior Agent and the Security Trustee</p> <p data-bbox="456 1422 1458 1821"><b>Junior Finance Documents</b> means the Junior Facilities Agreement, the First Supplemental Junior Facilities Agreement, the Second Supplemental Junior Facilities Agreement, the 2011 Junior Facility Process and Amendment Agreement, the 2008 Junior Waiver Letter, the 2011 Junior Waiver Letters, any accession letter under the Junior Facilities Agreement, any Transaction Security Document, the Intercreditor Agreement, any Company Intra-Group Loan Agreement, the Equity Contribution Agreement, the Vendor Note Subordination Agreement, any fee letters setting out any of the fees referred to in the Junior Facilities Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the Junior Facilities Agreement and any other document which is designated a Junior Finance Document by the Parent, the Junior Agent and the Senior Agent</p> <p data-bbox="456 1859 1458 1955"><b>L/C Revolving Facility</b> means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(v) of clause 3.1 (The Facilities) of the Senior Facilities Agreement</p>	

6	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p data-bbox="339 365 1023 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="453 443 995 477"><b>L/C Revolving Facility Commitment means</b></p> <p data-bbox="453 510 1458 678">(a) in relation to an Original Lender, the amount set opposite its name under the heading <b>L/C Revolving Facility Commitment</b> in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any other L/C Revolving Facility Commitment transferred to it under the Senior Facilities Agreement, and</p> <p data-bbox="453 712 1458 779">(b) in relation to any other Lender, the amount of any L/C Revolving Facility Commitment transferred to it under the Senior Facilities Agreement,</p> <p data-bbox="453 813 603 846">to the extent</p> <p data-bbox="453 880 1458 947">(i) not transferred by it, cancelled or reduced under the Senior Facilities Agreement, and</p> <p data-bbox="453 981 1458 1081">(ii) not deemed to be zero pursuant to clause 29 2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement</p> <p data-bbox="453 1115 632 1149"><b>Lender means</b></p> <p data-bbox="453 1182 1086 1216">(a) as defined in the Senior Facilities Agreement</p> <p data-bbox="552 1249 946 1283">(i) any Original Lender, and</p> <p data-bbox="552 1317 1458 1440">(ii) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with clause 28 (Changes to Lenders) of the Senior Facilities Agreement,</p> <p data-bbox="552 1473 1458 1574">which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement, and</p> <p data-bbox="453 1608 1086 1641">(b) as defined in the Junior Facilities Agreement</p> <p data-bbox="552 1675 946 1709">(i) any Original Lender, and</p> <p data-bbox="552 1742 1458 1865">(ii) any bank, financial institution, trust, fund or other entity which has become a party to the Junior Facilities Agreement in accordance with clause 25 (Changes to the Lenders) of the Junior Facilities Agreement,</p> <p data-bbox="552 1899 1458 1977">which in each case has not ceased to be a party to the Junior Facilities Agreement in accordance with the terms of the Junior Facilities Agreement</p>	

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 365 1023 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="456 445 1458 512"><b>Letter of Credit</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p data-bbox="456 546 1342 580"><b>Loan</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p data-bbox="456 611 1302 645"><b>Majority Lenders</b> means, as defined in the Senior Facilities Agreement</p> <p data-bbox="456 676 1458 981">(a) (for the purposes of paragraph (a) of clause 40 1 (Required consents) of the Senior Facilities Agreement in the context of a waiver in relation to a proposed Utilisation of the Revolving Facility or the L/C Revolving Facility (other than a Utilisation on the Closing Date) of the condition in clause 4 3 (Further conditions precedent) of the Senior Facilities Agreement), a Lender or Lenders whose Revolving Facility Commitments aggregate more than 66<sup>2</sup>/<sub>3</sub>% of the Total Revolving Facility Commitments or as the case may be where L/C Revolving Facility Commitments aggregate more than 66<sup>2</sup>/<sub>3</sub>% of the Total L/C Revolving Facility Commitments, and</p> <p data-bbox="456 1012 1458 1216">(b) (in any other case), a Lender or Lenders whose Commitments aggregate more than 66<sup>2</sup>/<sub>3</sub>% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66<sup>2</sup>/<sub>3</sub>% of the Total Commitments immediately prior to that reduction) (provided that Commitments and Total Commitments shall for this purpose be increased by the amount of any capitalised PIK Interest or PIK L/C Fee)</p> <p data-bbox="456 1247 1458 1350"><b>Mandate Letter</b> means the letter dated 13 March 2007 between the Arrangers, the Investors (as defined in the Original Senior Facilities Agreement), the Parent, the Junior Company and the Company</p> <p data-bbox="456 1382 767 1415"><b>Material Contract</b> means</p> <p data-bbox="456 1447 959 1480">(a) each Initial Material Contract, and</p> <p data-bbox="456 1512 1458 1715">(b) each contract to which a member of the Group is a party that is pursuant to the Budget most recently provided pursuant to clause 24 4 (Budget) of the Senior Facilities Agreement expected to provide gross revenues of no less than £3,000,000 (indexed to RPI from 31 December 2005) per annum for that member of the Group (or, if less, over the remaining scheduled term thereof) and which is not a Riverside Related Contract</p> <p data-bbox="456 1747 1398 1780"><b>Norfolk Close</b> means the financial and commercial close of the Norfolk Project</p> <p data-bbox="456 1812 1458 1879"><b>Norfolk FinanceCo</b> means Viking Norfolk Finance Limited (registered number 07805230), which is a wholly-owned Subsidiary of Norfolk TopCo</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Norfolk MidCo</b> means Willows Power and Recycling Holdings Limited (registered number 07583248), a jointly owned subsidiary of WTI/EFW Holdings Ltd and Norfolk TopCo</p> <p><b>Norfolk OpCo</b> means Willows Power and Recycling Operations Limited (registered number 07583230), a jointly owned subsidiary of WTI/EFW Holdings Ltd and Norfolk TopCo</p> <p><b>Norfolk Plant</b> means the energy from waste plant to be constructed at the Saddlebow Industrial Park in King's Lynn, Norfolk, pursuant to the Norfolk Project Agreement</p> <p><b>Norfolk Project</b> means the proposed investment in the energy from waste PFI project with Norfolk County Council that will be constructed on a site in the Saddlebow Industrial Park in King's Lynn, Norfolk</p> <p><b>Norfolk Project Agreement</b> means the project agreement to be entered into between Norfolk County Council and Norfolk ProjectCo in connection with the Norfolk Project</p> <p><b>Norfolk ProjectCo</b> means Willows Power and Recycling Limited (registered number 07583246), the project company for the development, financing, operation and maintenance of the Norfolk Plant, which is a wholly-owned Subsidiary of Norfolk MidCo (subject to any Security created by Norfolk MidCo over the shares in Norfolk ProjectCo in favour of any bank or financial institution for the purpose of lending money or making other bank facilities available to Norfolk ProjectCo in connection with the development, financing, operation and maintenance of the Norfolk Plant)</p> <p><b>Norfolk TopCo</b> means Viking Norfolk Hold Limited (registered number 07655377)</p> <p><b>Norfolk TradeCo</b> means Willows Power and Recycling Trading Limited (registered number 07583241), a jointly owned subsidiary of WTI/EFW Holdings Ltd and Norfolk TopCo</p> <p><b>Obligor</b> means</p> <p>(a) as defined in the Senior Facilities Agreement, a Borrower (as defined in the Senior Facilities Agreement) or a Guarantor (as defined in the Senior Facilities Agreement), and</p> <p>(b) as defined in the Junior Facilities Agreement, the Borrower (as defined in the Junior Facilities Agreement) or a Guarantor (as defined in the Junior Facilities Agreement)</p>	

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 367 1023 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="456 443 1458 510"><b>Original Guarantor</b> has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p data-bbox="456 544 1458 611"><b>Original Lender</b> has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p data-bbox="456 645 1458 712"><b>Original Lightweight Floating Charge</b> means the English law floating charge dated 31 July 2008 between Cory Environmental Limited and the Security Trustee</p> <p data-bbox="456 745 1458 880"><b>Original Senior Facilities Agreement</b> means the senior facilities agreement dated 13 March 2007 as amended and restated on 30 March 2007 and 16 May 2007 and between, amongst others, the Parent, the Company, the Senior Agent and the Security Trustee</p> <p data-bbox="456 913 1422 947"><b>Parent</b> means Viking Consortium Finance Limited (registered number 06067517)</p> <p data-bbox="456 981 1458 1048"><b>PIK Interest</b> has the meaning given to that term in paragraph (b) of clause 13 2 (Payment of interest) of the Senior Facilities Agreement</p> <p data-bbox="456 1081 1458 1149"><b>PIK L/C Fee</b> has the meaning given to that term in clause 16 5 (Fees payable in respect of Letters of Credit) of the Senior Facilities Agreement</p> <p data-bbox="456 1182 807 1216"><b>Plant and Machinery</b> means</p> <ul data-bbox="456 1249 1458 1507" style="list-style-type: none"><li data-bbox="456 1249 1458 1373">(a) any plant, machinery, computers, office equipment or vehicles specified in part 4 of schedule 2 (Security Assets) to the Deed opposite the Chargor's name or in part 4 of the schedule to any Deed of Accession by which it became party to the Deed, and</li><li data-bbox="456 1417 1458 1507">(b) any other plant, machinery, computers, office equipment or vehicles owned by the Chargor or in its possession which the Chargor and the Security Trustee have designated Plant and Machinery</li></ul> <p data-bbox="456 1541 1078 1574"><b>Relevant Contract</b> means in relation to the Chargor</p> <ul data-bbox="456 1608 1458 1865" style="list-style-type: none"><li data-bbox="456 1608 1458 1709">(a) any agreement specified in part 7 of schedule 2 (Security Assets) to the Deed opposite its name or in part 7 of the schedule to any Deed of Accession by which it became party to the Deed,</li><li data-bbox="456 1753 1270 1787">(b) a Material Contract (other than the WRWA Agreement), and</li><li data-bbox="456 1821 1458 1865">(c) any other agreement to which that Chargor is a party and which that Chargor and the Security Trustee have designated a Relevant Contract</li></ul> <p data-bbox="456 1910 743 1944"><b>Relevant Group</b> means</p>	

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 369 1029 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="454 448 1460 515">(a) prior to Norfolk Close the Parent, CEHL and each of their respective Subsidiaries (including EFW ProjectCo) for the time being, and</p> <p data-bbox="454 548 1460 683">(b) after Norfolk Close the Parent, CEHL, Norfolk TopCo and each of their respective Subsidiaries (including EFW ProjectCo, Norfolk FinanceCo, Norfolk MidCo, Norfolk OpCo, Norfolk TradeCo and Norfolk ProjectCo) for the time being</p> <p data-bbox="454 716 1460 784"><b>Resignation Letter</b> means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) to the Senior Facilities Agreement</p> <p data-bbox="454 817 1460 907"><b>Revolving Facility</b> means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iv) of clause 2.1 (The Facilities) of the Senior Facilities Agreement</p> <p data-bbox="454 952 941 985"><b>Revolving Facility Commitment</b> means</p> <p data-bbox="454 1019 1460 1176">(a) in relation to an Original Lender, the amount set opposite its name under the heading <b>Revolving Facility Commitment</b> in part 2 of schedule 1 (The Original Parties) to the Senior Facilities Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Senior Facilities Agreement, and</p> <p data-bbox="454 1220 1460 1288">(b) in relation to any other Lender, the amount of any Revolving Facility Commitment transferred to it under the Senior Facilities Agreement,</p> <p data-bbox="454 1321 606 1355">to the extent</p> <p data-bbox="454 1388 1460 1456">(i) not transferred by it, cancelled or reduced under the Senior Facilities Agreement, and</p> <p data-bbox="454 1489 1460 1579">(ii) not deemed to be zero pursuant to clause 29.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement</p> <p data-bbox="454 1612 981 1646"><b>Riverside Related Contract</b> means each of</p> <p data-bbox="454 1680 837 1713">(a) an EFW-Only Contract,</p> <p data-bbox="454 1747 1029 1780">(b) an EFW-Plus Ring Fenced Contract, and</p> <p data-bbox="454 1814 917 1848">(c) an EFW-Plus Capped Contract</p> <p data-bbox="454 1881 1460 1948"><b>RPI</b> means the United Kingdom All Items Retail Price Index published by the Office of National Statistics</p>	

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 369 1023 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="453 443 1458 544"><b>Second Supplemental Junior Facilities Agreement</b> means the second supplemental agreement in respect of the Junior Facilities Agreement dated 16 May 2007 between, amongst others, the Parent and Barclays Bank PLC as junior agent</p> <p data-bbox="453 577 1458 678"><b>Second Supplemental Senior Facilities Agreement</b> means the second supplemental agreement in respect of the Senior Facilities Agreement dated 16 May 2007 between, amongst others, the Parent and the Senior Agent</p> <p data-bbox="453 712 1458 813"><b>Secured Finance Party</b> means each Finance Party (as defined in the Senior Facilities Agreement) and each Finance Party (as defined in the Junior Facilities Agreement)</p> <p data-bbox="453 846 1458 913"><b>Security</b> means any Security Interest created, evidenced or conferred by or under the Deed or any Deed of Accession</p> <p data-bbox="453 947 1458 1081"><b>Security Account</b> means, in relation to the Chargor, any account which the Chargor and the Security Trustee have designated a Security Account including (but not limited to) those accounts specified opposite its name in part 5 of schedule 2 (Security Assets) to the Deed</p> <p data-bbox="453 1115 1331 1149"><b>Security Assets</b> means all assets of the Chargor the subject of the Security</p> <p data-bbox="453 1182 1458 1283"><b>Security Interest</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p data-bbox="453 1317 1458 1451"><b>Selection Notice</b> means a notice substantially in the form set out in part 3 of schedule 3 (Requests) to the Senior Facilities Agreement given in accordance with clause 14 (Interest Periods) of the Senior Facilities Agreement in relation to a Term Facility</p> <p data-bbox="453 1485 1458 1552"><b>Senior Agent</b> means Barclays Bank PLC as agent for the Lenders under the Senior Facilities Agreement</p> <p data-bbox="453 1585 1458 1720"><b>Senior Facilities Agreement</b> means the senior facilities agreement originally dated 13 March 2007, as amended and restated on 30 March 2007, 16 May 2007 and on 29 November 2011 between, amongst others, the Company, the Senior Agent and the Security Trustee</p> <p data-bbox="453 1753 1458 1989"><b>Senior Finance Document</b> means the Senior Facilities Agreement, the First Supplemental Senior Facilities Agreement, the Second Supplemental Senior Facilities Agreement, the Third Supplemental Senior Facilities Agreement, the Fourth Supplemental Senior Facilities Agreement, the 2007 Senior Waiver Letter, the 2008 Senior Waiver Letter, the 2011 Senior Waiver Letters, the 2008 CEL Confirmation and Undertaking Letter, the 2008 Parent Undertaking Letter, the Fifth Supplemental Senior Facilities Agreement, the Equity Contribution Agreement, the</p>	

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

Capex Reserve Account Letter, the Mandate Letter, the Account Bank Mandate, any Accession Letter, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Vendor Note Subordination Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any other document designated as a **Finance Document** by the Senior Agent and the Parent and, for the purposes of clause 2.3 (Obligors' Agent) of the Senior Facilities Agreement only, any Assignment Agreement and Lender Accession Undertaking

**Shares** means all shares in any member of the Group the subject of the Security

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

**Supplemental Junior Debenture** means the supplemental English law debenture dated 29 November 2011 between the Parent and the Security Trustee

**Term Facility** has the meaning given to that term in the Senior Facilities Agreement

**Third Supplemental Senior Facilities Agreement** means the third supplemental agreement in respect of the Senior Facilities Agreement dated 25 October 2007 between, amongst others, the Parent and the Senior Agent

**TopCo** means Viking Consortium Holdings Limited (registered number 06067492)

**Total Acquisition Facility Commitments** means the aggregate of the Acquisition Facility Commitments, being £190,664,345.17 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 365 1023 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="456 443 1458 577"><b>Total Capex Facility Commitments</b> means the aggregate of the Capex Facility Commitments, being £26,522,907 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p data-bbox="456 611 1458 745"><b>Total Commitments</b> means the aggregate of the Total Acquisition Facility Commitments, the Total Capex Facility Commitments, the Total EFW Facility Commitments, the Total Revolving Facility Commitments and the Total L/C Revolving Facility Commitments</p> <p data-bbox="456 779 1458 913"><b>Total EFW Facility Commitments</b> means the aggregate of the EFW Facility Commitments, being £35,777,816 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p data-bbox="456 947 1458 1081"><b>Total L/C Revolving Facility Commitments</b> means the aggregate of the L/C Revolving Facility Commitments, being £85,000,000 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p data-bbox="456 1115 1458 1249"><b>Total Revolving Facility Commitments</b> means the aggregate of the Revolving Facility Commitments, being £35,777,816 at the Effective Date (immediately after the transaction contemplated by clause 3 (Effective Date Payments) of the Fifth Supplemental Senior Facilities Agreement)</p> <p data-bbox="456 1283 951 1317"><b>Transaction Security Documents</b> means</p> <p data-bbox="456 1350 1458 1955">(a) as defined in the Senior Facilities Agreement</p> <p data-bbox="552 1417 1458 1507">(i) the Original Common Debenture, the Junior Debenture, the Original Lightweight Floating Charge, the Deed and the Supplemental Junior Debenture,</p> <p data-bbox="552 1552 1458 1641">(ii) any document required to be delivered to the Senior Agent under paragraph 13 of part 3 of schedule 2 (Original Conditions Precedent) to the Senior Facilities Agreement,</p> <p data-bbox="552 1686 1458 1776">(iii) any security instrument entered into pursuant to paragraph (c) of clause 26.42 (Riverside Contingent Equity) of the Senior Facilities Agreement, and</p> <p data-bbox="552 1821 1458 1955">(iv) any other document entered into by any member of the Group creating, evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of members of the Group under any of the Finance Documents, and</p>	

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 367 1023 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="453 445 1078 479">(b) as defined in the Junior Facilities Agreement</p> <ul style="list-style-type: none"> <li data-bbox="552 512 1461 613">(i) the Original Common Debenture, the Junior Debenture, the Original Lightweight Floating Charge, the Deed and the Supplemental Junior Debenture,</li> <li data-bbox="552 647 1461 748">(ii) any document required to be delivered to the Junior Agent under paragraph 13 of part 3 of schedule 2 (Original Conditions Precedent) to the Junior Facilities Agreement,</li> <li data-bbox="552 781 1461 882">(iii) any security instrument entered into pursuant to paragraph (b) of clause 23.43 (Riverside Contingent Equity) of the Junior Facilities Agreement, and</li> <li data-bbox="552 916 1461 1050">(iv) any other document entered into by any member of the Group creating, evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of members of the Group under any of the Finance Documents</li> </ul> <p data-bbox="453 1084 999 1117"><b>Utilisation</b> means a Loan or a Letter of Credit</p> <p data-bbox="453 1151 1461 1218"><b>Utilisation Request</b> means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests) to the Senior Facilities Agreement</p> <p data-bbox="453 1252 1461 1319"><b>Vendor Note Subordination Agreement</b> has the meaning given to that term in the Senior Facilities Agreement or the Junior Facilities Agreement (as appropriate)</p> <p data-bbox="453 1352 1461 1487"><b>WRWA Agreement</b> means the waste management agreement dated 20 May 2002 (as amended from time to time) between Western Riverside Waste Authority and Cory Environmental Limited in connection with the provision of waste management services</p> <p data-bbox="453 1520 1461 1856"><b>X</b> means, in relation to any EFW-Only Contract, EFW-Plus Ring Fenced Contract or EFW-Plus Capped Contract, an amount equal to <math>5 \times Y</math> where Y is equal to the difference between (a) the amount which it is anticipated will be paid to Cory Environmental Limited under such contract for the provision of EFW Services in its first complete contract year of operation (assuming that the minimum contracted quantity of waste is disposed of in such year in accordance, if applicable, with the contract and without deductions) and (b) the amount which it is anticipated will be paid by Cory Environmental Limited to EFW ProjectCo in the same period (and on the same assumptions) in respect of the performance by EFW ProjectCo of Cory Environmental Limited's obligations in respect of such EFW Services</p>



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3347372  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL COMMON  
DEBENTURE DATED 29 NOVEMBER 2011 AND CREATED BY  
SKIPS@HOME LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED  
FINANCE PARTY 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 8 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER  
2011

*D.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES