

MG01

Particulars of a mortgage or charge

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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 Sc
company To do this, please us
form MG01s

TUESDAY



R222JVF4
RCS 12/02/2013 #227
COMPANIES HOUSE
LD6 08/02/2013 #5
COMPANIES HOUSE

1 Company details

Company number 03650457

Company name in full Biffa UK Group Limited (the **Chargor**)

For official use
3
► **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 30/01/2013

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 security agreement dated 30 January 2013 between (among others) Biffa
UK Group Limited as Chargor and HSBC Corporate Trustee Company (UK)
Limited as security agent for the Secured Creditors (as defined in the
continuation pages) (the **Security Agent**) (the **Security Agreement**).

4 Amount secured

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

Amount secured All the Liabilities and all other present and
future liabilities and obligations at any time due,
owing or incurred by any Debtor to any Secured
Creditor under the Secured Documents, both actual
and contingent and whether incurred solely or
jointly and as principal or surety or in any other
capacity, subject, in the case of the Bonding
Liabilities, the BACS Facility Liabilities, the
Credit Card Liabilities and the Secured Pensions
Liabilities, to the maximum aggregate amount
contained in the definition of Bonding Liabilities,
the definition of BACS Facility Liabilities, the
definition of Credit Card Liabilities and clause
7.5(b) (Guarantee) of the Intercreditor Agreement
respectively (the **Secured Liabilities**).
(Capitalised terms set out in this section 4 have
the meaning given to them in this form MG01,
including the continuation pages).

Continuation page

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

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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	HSBC Corporate Trustee Company (UK) Limited as Security Agent						
Address	CTLA Trustee Administration, Level 27, 8 Canada Square						
	London						
Postcode	E	1	5		5	H	Q
Name							
Address							
Postcode							

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						
Short particulars	See continuation pages.						

Continuation page

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

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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 FIXED CHARGES AND ASSIGNMENT</p> <p>1.1 Assignments</p> <p>Subject to the Existing Security, the Chargor, with full title guarantee (subject to the Existing Security) and as security for the payment or discharge of all Secured Liabilities, assigned to the Security Agent</p> <p>(a) all of its rights, title and interest from time to time in respect of the Insurances listed in schedule 6 (<i>Insurances</i>) of the Security Agreement (as set out in schedule 5 below), if any, and</p> <p>(b) all of its rights, title and interest in respect of any Company Loan Agreement and all Related Rights</p> <p>1 2 Creation of fixed charge</p> <p>Subject to the Existing Security, the Chargor, with full title guarantee (subject to the Existing Security) and as security for the payment or discharge of all Secured Liabilities, charged in favour of the Security Agent</p> <p>(a) by way of first legal mortgage, all Real Property in England and Wales now belonging to it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Security Agreement, in each case as described in schedule 3 (<i>Registered Real Property to be mortgaged</i>) of the Security Agreement (as set out in schedule 2 below),</p> <p>(b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and</p> <p>(c) by way of first fixed charge all</p> <p>(1) Book Debts now or in the future due, owing or payable to it, excluding those arising on fluctuating accounts with other members of the Group and except to the extent that such assets are, for the time being, effectively assigned by way of security pursuant to clause 3 1 (<i>Assignments</i>) of the Security Agreement (as set out in clause 1 1 above),</p> <p>(11) Bank Accounts in which it now or in the future has an interest,</p> <p>(111) Investments which are now its property, including all proceeds of sale derived from them,</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

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- (iv) Investments in which the Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (v) Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Investments;
- (vi) Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Investments,
- (vii) its uncalled capital and goodwill,
- (viii) Specified Intellectual Property belonging to it;
- (ix) other Intellectual Property presently belonging to it including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (x) Intellectual Property that may be acquired by or belong to it in the future including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xi) any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress);
- (xii) the Real Property (to the extent not subject to a mortgage under paragraph (a) or (b) of clause 3 2 (*Creation of a fixed charge*) of the Security Agreement (as set out in paragraphs (a) and (b) of this clause 1 2);
- (xiii) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Real Property,
- (xiv) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits now or in the future held by or otherwise benefiting it, except to the extent that such assets are, for the time being, effectively assigned by way of security pursuant to clause 3.1 (*Assignments*) of the Security Agreement (as set out in clause 1 1 above),
- (xv) any beneficial interest, claim or entitlement of it to any assets of any pension fund;

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Short particulars	<p>(xvi) all its rights, title and interest from time to time in and to, to the extent not effectively assigned under clause 3.1 (Assignments) of the Security Agreement (as set out in clause 1.1 above), the Company Loan Agreements and all Related Rights,</p> <p>(xvii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any asset comprised within a fixed Charge except to the extent that such items are for the time being effectively assigned under clause 3.1 (Assignments) of the Security Agreement (as set out in clause 1.1 above); and</p> <p>(xviii) rights, money or property accruing or payable to it now or in the future,</p> <p>under or by virtue of an asset comprised within a fixed Charge except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed Charge under the foregoing provisions of the Security Agreement</p> <p>2. FLOATING CHARGE</p> <p>2.1 Creation</p> <p>Subject to the Existing Security, the Chargor, with full title guarantee (subject to the Existing Security) and as security for the payment or discharge of all Secured Liabilities, charged in favour of the Security Agent by way of first floating charge its undertaking and all its assets, both present and future, except to the extent that such assets are for the time being effectively assigned by way of security by virtue of clause 3.1 (Assignments) of the Security Agreement (as set out in clause 1.1 above) or effectively charged by any fixed Charge contained in clause 3.1 (Creation of fixed charge) of the Security Agreement (as set out in clause 1.2 above), including any assets comprised within a charge which is reconverted under clause 4.6 (Reconversion) of the Security Agreement (as set out in clause 2.6 above)</p> <p>2.2 Qualifying floating Charge</p> <p>(a) The floating Charge created by the Chargor pursuant to clause 4.1 (Creation) of the Security Agreement (as set out in clause 2.1 above) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act</p> <p>(b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Security Agreement and the Security Agent may appoint an Administrator of the Chargor pursuant to that paragraph</p>

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Short particulars	<p>2 3 Ranking</p>	<p>The floating Charge created by the Chargor ranks</p> <p>(a) behind all the fixed Charges created by the Chargor, but</p> <p>(b) in priority to any other Security over the Charged Assets except for Security ranking in priority in accordance with paragraph 6 (<i>Borrow money</i>) of schedule 2 (<i>Rights of Receivers</i>) of the Security Agreement</p>
	<p>2.4 Conversion by notice</p>	<p>The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor (or the Parent on its behalf) specifying the relevant Charged Assets (either generally or specifically):</p> <p>(a) if, in the opinion of the Security Agent, it has reasonable grounds for considering</p> <p>(1) those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other analogous legal process), or</p> <p>(11) that such conversion is necessary in order to protect the value of the security assets or the priority of the Transaction Security, or</p> <p>(b) on the occurrence of a Declared Default</p>
	<p>2.5 Automatic conversion</p>	<p>If</p> <p>(a) the Chargor takes any step to create any Security (other than any Security permitted under clause 5 (<i>Negative pledge and other restrictions</i>) of the Security Agreement (as set out in clause 3 below)) over any of its Charged Assets not subject to a fixed Charge,</p> <p>(b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,</p> <p>(c) the Chargor takes any step to create a trust over any of its Charged Assets not subject to a fixed Charge unless otherwise permitted under the Finance Documents,</p> <p>(d) the Chargor takes any step to dispose of any of its Charged Assets not subject to a fixed Charge unless otherwise permitted under the Finance Documents,</p>

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- (e) an Event of Default under clause 28.6 (*Insolvency*) or clause 28.7 (*Insolvency proceedings*) of the Senior Facilities Agreement has occurred and is continuing and the Majority Super Senior and Senior Lenders have:
- (1) notified the Chargor of the occurrence of an Event of Default under the Finance Documents, or
 - (11) have accelerated the loans pursuant to clause 28.19 (*Acceleration*) of the Senior Facilities Agreement,
- (f) an Event of Default under clause 22.4 (*Insolvency*) or clause 22.5 (*Insolvency proceedings*) of the Junior Facility Agreement has occurred and is continuing and the Majority Junior Lenders have:
- (1) notified the Chargor of the occurrence of an Event of Default under the Finance Documents; or
 - (11) have accelerated the loans pursuant to clause 22.10 (*Acceleration*) of the Junior Facility Agreement; or
- (g) an Event of Default under clause 4.3(c) (*Insolvency*) or clause 4.3(d) (*Insolvency proceedings*) of the relevant Bonding Indemnity or under any equivalent provision in the applicable Bonding Documents (but only to the extent that such equivalent event of default is not triggered sooner than would have been the case if the provisions of the relevant Bonding Indemnity had applied) has occurred and is continuing and the Bonding Provider has
- (1) notified the Chargor of the occurrence of an Event of Default under the Secured Documents, or
 - (11) has made demand under clause 4.1 (Cash Cover) of the relevant Bonding Indemnity or under any equivalent provision in the applicable Bonding Documents (but only to the extent that such equivalent demand is not made sooner than would have been the case if the provisions of the relevant Bonding Indemnity had applied),

the floating Charge over the relevant Charged Assets or, in the case of paragraphs (e) and (f) of clause 4.5 (*Automatic conversion*) of the Security Agreement (as set out in paragraphs (e) and (f) above), over all Charged Assets not subject to a fixed Charge, shall automatically and immediately be converted into a fixed Charge

2.6 Reconversion

Any floating Charge that has been converted to a fixed Charge by clause 4.4 (*Conversion by notice*) of the Security Agreement (as set out in clause 2.4 above) or clause 4.5 (*Automatic conversion*) (as set out in clause 2.5 above) may, by notice in writing given at any time by the Security Agent to the Chargor (or the Parent on its behalf), be reconverted into a floating Charge in relation to the Charged Assets specified in the notice

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2.7 Moratorium assets

The floating charge created by the Chargor in clause 4.1 (*Creation*) of the Security Agreement (as set out in clause 2.1 above) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act (as amended by the Insolvency Act 2000)

3. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

- (a) With the exception of Permitted Security, the Chargor has undertaken not to create or permit to subsist any Security or Quasi Security over any of its assets
- (b) With the exception of a Permitted Disposal, the Chargor has undertaken not to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to assign, charge, sell, lease, transfer or otherwise dispose of any asset

4. FURTHER ASSURANCE

4.1 The Chargor shall, at its own expense, promptly do whatever the Security Agent reasonably requires:

- (a) (subject to clause 7.2 (*Further Assurance*) of the Security Agreement (as set out in clause 4.2 below)) to perfect, protect and in relation to Book Debts, enhance) the Charges or the priority of the Charges,
- (b) (subject to clause 7.2 (*Further Assurance*) of the Security Agreement (as set out in clause 4.2 below)) to perfect and protect any Security intended to be conferred by or pursuant to the Security Agreement, and
- (c) to facilitate the realisation of the Charged Assets or the exercise of any rights, power or discretion vested in the Security Agent or any Receiver, including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

4.2 Notwithstanding anything to the contrary set out in clause 7.1 (*Further Assurance*) of the Security Agreement (as set out in clause 4.1 above), the Chargor shall not, prior to a Declared Default, be required to perfect the security granted under the Security Agreement, to the extent that such perfection would have a material adverse effect on its ability to conduct its operations and business in the ordinary course or as otherwise permitted by the Finance Documents.

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<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>4 3 As security for the Secured Liabilities, the Chargor shall, following an Event of Default which is continuing after the end of any applicable grace period, promptly execute and deliver to the Security Agent such legal charge of such of its Real Property from time to time in England and/or Wales as the Security Agent reasonably requires and directs. The Chargor shall promptly apply to the Land Registry for registration of any such legal charge in the same way as set out in clause 8.1 (<i>Application to the Land Registry</i>) of the Security Agreement.</p> <p>4 4 Notwithstanding any other provision of the Security Agreement, the Chargor will not be required to take any perfection steps, make any registration, deliver any documents of title, take any action under clause 7.1 of the Security Agreement (<i>Further Assurance</i>) (as set out in clause 4.1 above) or take any other similar or equivalent steps in respect of any Cash Equivalent Investments.</p>

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Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>SCHEDULES</p> <p>SCHEDULE 1 - DEFINITIONS</p> <p>Administrator means an administrator appointed under Schedule B1 to the Insolvency Act.</p> <p>BACS Facility Agreement means</p> <p>(a) the Original BACS Facility Agreement and any Supplemental BACS Facility Agreement, and</p> <p>(b) any document or agreement evidencing the terms of the Group's Barclaycard credit card facility</p> <p>BACS Facility Liabilities means all Liabilities owed by any Debtor to the BACS Facility Provider under the Original BACS Facility Agreement and any Supplemental BACS Facility Agreement, up to a maximum aggregate principal amount of £19,500,000 or (if and only if all Credit Card Liabilities owed to the BACS Facility Provider have been unconditionally and irrevocably discharged in full) £20,000,000</p> <p>BACS Facility Provider means:</p> <p>(a) the Original BACS Facility Provider; and</p> <p>(b) any entity which becomes party as a BACS Facility Provider pursuant to clause 24.7 (Change of BACS Facility Provider) of the Intercreditor Agreement.</p> <p>Bank Accounts of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts including those listed opposite its name in schedule 4 (Bank Accounts) of the Security Agreement (as set out in schedule 3 below), if any</p> <p>Base Currency means sterling.</p> <p>Bonding Documents has the meaning given to that term in the Intercreditor Agreement.</p> <p>Bonding Indemnities has the meaning given to that term in the Intercreditor Agreement</p> <p>Bonding Liabilities means all Liabilities owed by any Debtor to any Bonding Provider under the relevant Bonding Documents up to a maximum aggregate principal amount of £110,000,000 in respect of all of the Bonding Providers</p>	

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Short particulars	<p>Bonding Provider means</p> <p>(a) an Original Bonding Provider, and</p> <p>(b) any entity which becomes party as a Bonding Provider pursuant to clause 24.5 (<i>Change of Bonding Provider</i>) of the Intercreditor Agreement,</p> <p>and Bonding Providers shall be construed accordingly</p> <p>Book Debts of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind</p> <p>Borrower has the meaning given to that term in the Senior Facilities Agreement</p> <p>Cash Equivalent Investments has the meaning given to that term in the Senior Facilities Agreement.</p> <p>Charged Assets means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>Charges means all or any of the Security created or expressed to be created by or pursuant to the Security Agreement.</p> <p>Commitment means a Super Senior Commitment, Senior Term Commitment or Revolving Facility Commitment</p> <p>Company means Biffa Group Limited (formerly known as WasteAcquisitionco Limited) a company incorporated in England and Wales (registered number 6409675) whose registered office is Coronation Road, Cressex, High Wycombe, Buckinghamshire, HP12 3TZ.</p> <p>Company Loan Agreement means any loan agreement documenting a loan made by the Chargor to any other member of the Group from time to time.</p> <p>Completion Date means 30 January 2013.</p> <p>Credit Card Liabilities means all Liabilities owed by any Debtor to the Original BACS Facility Provider in respect of the Group's Barclaycard credit card facility up to a maximum aggregate amount of £500,000</p> <p>Creditor means any Secured Creditor or any Subordinated Creditor</p>

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Debt Documents means the Intercreditor Agreement, the Senior Finance Documents, the Junior Finance Documents, the Hedging Documents, the Security Documents, the Bonding Documents, the BACS Facility Agreement, any document evidencing the terms of the Intra-Group Liabilities, any document evidencing the terms of the Topco Liabilities and any other document designated as such by the Security Agent and the Parent

Debtor means the Parent, each Chargor (as defined in the Security Agreement) and any other subsidiary of the Parent which becomes a party to the Intercreditor Agreement as a Debtor in accordance with the terms of clause 24 (*Changes to the Parties*) of the Intercreditor Agreement

Declared Default means the occurrence of an Event of Default which has resulted in a notice of acceleration being served by the Senior Agent in accordance with clause 28.19 (*Acceleration*) of the Senior Facilities Agreement and/or being served by the Junior Agent in accordance with clause 22.10 (*Acceleration*) of the Junior Facility Agreement and/or in relation to which a demand has been made under clause 4.1 (*Cash Cover*) of the relevant Bonding Indemnity or under any equivalent provision in the applicable Bonding Documents (but only to the extent that such demand is not made sooner than would have been the case if the equivalent provisions of the relevant Bonding Indemnity had applied)

Delegate means a delegate or sub-delegate appointed under clause 18.2 (*Delegation*) of the Security Agreement

Derivative Rights includes

- (a) all rights relating to Investments which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (b) all other rights attaching or relating to Investments and all cash or other securities or investments in the future deriving from Investments or such rights

Event of Default means any event or circumstance specified as such in clause 28 (*Events of Default*) of the Senior Facilities Agreement.

Existing Chargor means each Chargor (as defined in the Security Agreement) other than the New Chargors

Existing Security means all Transaction Security created by the Existing Chargors over the Charged Assets pursuant to a Security Document prior to the date of the Security Agreement

Finance Document means each Senior Finance Document and each Junior Finance Document

Group means the Parent and each of its Subsidiaries from time to time
Group Company means a member of the Group

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Hedge Counterparty means a Lender or any other financial institution which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Hedging Document means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Parent or any other Borrower and a Hedge Counterparty on ISDA standard terms for the purpose of hedging interest rate liabilities in relation to the Term Facilities.

Insolvency Act means the Insolvency Act 1986.

Insurances of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest, including those listed opposite its name in schedule 6 (*Insurances*) of the Security Agreement (as set out in schedule 5 below), if any.

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
 - (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)
- Intercreditor Agreement** means the intercreditor agreement dated 15 April 2008 as amended on 30 April 2008 and amended and restated on the Completion Date and made between, among others, the Parent, the Company, HSBC Corporate Trustee (UK) Limited as security agent and HSBC Bank PLC as agent

Intercreditor Agreement means the intercreditor agreement dated 15 April 2008 as amended on 30 April 2008 and amended and restated on the Completion Date and made between, among others, the Parent, the Company, HSBC Corporate Trustee (UK) Limited as security agent and HSBC Bank PLC as agent

Intra-Group Lenders means each Group Company that has made a loan available to, granted credit to or made any other financial arrangement having a similar effect with another Group Company and which is listed in part E of schedule 1 (the *Intra-Group Lenders*) of the Intercreditor Agreement as an Intra-Group Lender or which accedes to the Intercreditor Agreement as an Intra-Group Lender in accordance with clause 24.9 (*Change of Intra-Group Lender*) of the Intercreditor Agreement

Intra-Group Liabilities means all Liabilities owed by any Group Company to any of the Intra-Group Lenders other than the Topco Liabilities

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Investments of the Chargor means those investments listed opposite its name in schedule 5 (*Investments*) of the Security Agreement (as set out in schedule 4 below) (if any) together with

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), and
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments, in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

Junior Agent has the meaning given to the term "Agent" in the Junior Facility Agreement

Junior Facility means the Facility under and as defined in the Junior Facility Agreement

Junior Facility Agreement means the junior facility agreement entered into by, among others, Topco and the Junior Lenders.

Junior Finance Documents means the Junior Facility Agreement, the Intercreditor Agreement and any fee letter between the Junior Agent and Topco

Junior Lender means a Lender under and as defined in the Junior Facility Junior Pensions Cap has the meaning given to that term in the Intercreditor Agreement

Junior Secured Pensions Liabilities means all Liabilities owed by any Debtor to the Pensions Trustee under the guarantee set out in clause 7.5 (*Guarantee*) of the Intercreditor Agreement up to a maximum aggregate amount equal to the Junior Pensions Cap (but not taking into account the Senior Secured Pensions Liabilities for this purpose)

Land Registry means the statutory body responsible for recording details of Real Property in England and Wales.

Lender has the meaning given to that term in the Senior Facilities Agreement

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Short particulars	<p>Liabilities means all present and future liabilities and obligations at any time of any Group Company or Debtor to any Creditor under the Debt Documents (or, in the case of the Pensions Trustee, arising in respect of the Relevant Group Schemes), both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension, (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition, (c) any claim for damages or restitution, and (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise, <p>and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.</p> <p>Majority Junior Lenders has the meaning given to that term in the Intercreditor Agreement</p> <p>Majority Super Senior and Senior Lenders means at any time</p> <ul style="list-style-type: none"> (a) a Lender or Lenders whose Commitments aggregate more than 66 2/3 per cent of Total Commitments; or (b) if the Total Commitments have been reduced to zero, aggregated more than 66 2/3 per cent of the Total Commitments immediately prior to that reduction. <p>New Chargor means each of Biffa (Land) Limited, Poplars Resource Management Company Limited, Wasteholdco 2 Limited and Wasteholdco 3 Limited</p> <p>New Money Super Senior Commitments has the meaning given to that term in the Senior Facilities Agreement</p> <p>Original BACS Facility Agreement means a facility letter dated on or before the Completion Date between the Original BACS Facility Provider, Biffa Waste Services Limited and certain other Group Companies</p> <p>Original BACS Facility Provider means Barclays Bank PLC as original BACS facility provider.</p>

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Original Bonding Provider means Zurich Insurance Public Limited Company and AIG Europe Limited as original bonding providers

Original Lenders has the meaning given to that term in the Senior Facilities Agreement.

Parent means Wasteholdco 2 Limited, a company incorporated in Jersey (registration number 112028) whose registered office is Ogier House, The Esplanade, St Helier, Jersey JE4 9WG

Payment means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)

Pensions Trustee has the meaning given to that term in the Intercreditor Agreement

Permitted Disposal has the meaning given to that term in the Senior Facilities Agreement

Permitted Security has the meaning given to that term in the Senior Facilities Agreement.

Primary Creditors has the meaning given to that term in the Intercreditor Agreement.

Quasi-Security has the meaning given to that term in clause 27 14 (Negative pledge) of the Senior Facilities Agreement.

Real Property means any freehold and leasehold property in England and Wales including freehold and leasehold property and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all fixtures from time to time therein or thereon).

Receiver means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

Related Rights means

- (a) all rights, title and interests (present and future) in respect of any part of a Company Loan Agreement;
- (b) all powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of a Company Loan Agreement, and
- (c) any other moneys paid or payable in respect of a Company Loan Agreement

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Relevant Group Scheme has the meaning given to that term in the Intercreditor Agreement

Revolving Facility Commitment has the meaning given to that term in the Senior Facilities Agreement.

Secured Creditors means the Security Agent, any Receiver or Delegate, and each of the Primary Creditors from time to time but, in the case of each Primary Creditor, only if it is a party or has acceded to the Intercreditor Agreement, in the relevant capacity, pursuant to clause 24.11 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement

Secured Documents means

- (a) the Finance Documents;
- (b) the Hedging Documents;
- (c) the Bonding Documents, and
- (d) the BACS Facility Agreement.

Secured Liabilities has the meaning given to that term in section 4 of this form MG01

Secured Pensions Liabilities means the Senior Secured Pensions Liabilities and the Junior Secured Pensions Liabilities

Security 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

Security Documents means each of the documents listed as being a Security Document in part B of schedule 1 (Security Documents) to the amendment and restatement agreement to the Senior Facilities Agreement together with any other document entered into by any Obligor (under and as defined in the Senior Facilities Agreement) creating or expressed to create any security over all or any part of its assets in respect of the obligations of any of the Obligors (under and as defined in the Senior Facilities Agreement) under any of the Senior Finance Documents or the Junior Finance Documents

Senior Agent has the meaning given to the term "Agent" in the Senior Facilities Agreement.

Senior Facilities Agreement means the senior term and revolving facilities agreement originally dated 15 April 2008 as amended on 4 June 2008 and as amended and restated on 13 August 2010 and as amended and restated on the 30 January 2013 and made between, among others, the Parent, the Company, the Senior Agent, the Security Agent and HSBC Bank plc as issuing bank

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Senior Finance Documents has the meaning given to that term in the Intercreditor Agreement.

Senior Pensions Cap has the meaning given to that term in the Intercreditor Agreement

Senior Secured Pensions Liabilities means all Liabilities owed by any Debtor to the Pensions Trustee pursuant to the guarantee set out in clause 7 5 (*Guarantee*) of the Intercreditor Agreement up to a maximum aggregate amount equal to the Senior Pensions Cap

Senior Term Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading Senior Term Commitment in Part C or Part D of schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any other Senior Term Commitment transferred to it under the Senior Facilities Agreement or assumed by it in accordance with clause 2 2 (*Increase*) of the Senior Facilities Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Senior Term Commitment transferred to it under the Senior Facilities Agreement or assumed by it in accordance with clause 2 2 (*Increase*) of the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement

Specified Intellectual Property means the Intellectual Property listed in schedule 7 (*Specified Intellectual Property*) of the Security Agreement (as set out at schedule 6 below).

Subordinated Creditors means the Intra-Group Lenders and Topco

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

Super Senior Commitments means the Uncommitted EVP Super Senior Commitments or the New Money Super Senior Commitments

Supplemental BACS Facility Agreement has the meaning given to it in paragraph (a)(11) of clause 8 1 (*Identity of BACS Facility Provider*) of the Intercreditor Agreement

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

Topco means Wasteholdco 1 Limited, a company incorporated in Jersey (registered number 112027) whose registered office is Ogier House, The Esplanade, St Helier, Jersey JE4 9WG

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Topco Liabilities means all Liabilities owed by any Group Company to Topco

Total Commitments means the aggregate of the Total Super Senior Commitments, the Total Senior Term Commitments and the Total Revolving Facility Commitments

Total New Money Super Senior Commitments has the meaning given to that term in the Senior Facilities Agreement

Total Revolving Facility Commitments has the meaning given to that term in the Senior Facilities Agreement

Total Senior Term Commitments has the meaning given to that term in the Senior Facilities Agreement

Total Super Senior Commitments means the Total New Money Super Senior Commitments and the Total Uncommitted EVP Super Senior Commitments. Total Uncommitted EVP Super Senior Commitments has the meaning given to that term in the Senior Facilities Agreement

Transaction Security means the Security created or expressed to be created in favour of the Security Agent pursuant to the Security Documents

Tranche A Commitment means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading Tranche A Commitment in schedule 1 (*The Original Parties*) to the Senior Facilities Agreement and the amount of any other Tranche A Commitment transferred to it under the Senior Facilities Agreement or assumed by it in accordance with clause 2.2 (*Increase*) of the Senior Facilities Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Tranche A Commitment transferred to it under the Senior Facilities Agreement or assumed by it in accordance with clause 2.2 (*Increase*) of the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement

Tranche B Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading Tranche B Commitment in schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any other Tranche B Commitment transferred to it under the Senior Facilities Agreement or assumed by it in accordance with clause 2.2 (*Increase*) of the Senior Facilities Agreement; and

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(b) in relation to any other Lender, the amount in the Base Currency of any Tranche B Commitment transferred to it under the Senior Facilities Agreement or assumed by it in accordance with clause 2.2 (Increase) of the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement

Uncommitted EVP Super Senior Commitments means a commitment made available pursuant to clause 9 (Uncommitted EVP Super Senior Facility) of the Senior Facilities Agreement

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SCHEDULE 2

REGISTERED REAL PROPERTY TO BE MORTGAGED

Address of Property	Postcode of Property	Name of Chargee/Registered Proprietor	Title Number
Workshop East Tullos Greenbank Road, Aberdeen	AB12 3BQ	UK Waste Management Ltd	
Westpoint Westgate Aldridge Walsall	WS9 8EX	Greenstar Environmental Ltd	MM5310 WM875874 WM947639 WM875874
Gaerwen Depot Industrial Estate Gaerwen, Anglesey	LL60 6HR	Biffa Municipal Limited	
Forrest Way Warrington	WA4 6YZ	Biffa (Land) Limited	CH334159 CH340823
Unit 2, East Building Wickham Business Centre Harwood Road, Littlehampton, West Sussex	BN17 7AT	Biffa Municipal Limited	WSX74999 WSX106071
Ashby Hill, Ashby-cum-Fenby, Grimsby	DN37 0QF	Biffa Waste Services Ltd	HS80034
Units F1-F2, Beaver Business Park Ashford, Kent	TN23 7SH	Biffa Waste Services Ltd	Not Registrable
Unit 2 Aztec 406 12 Aldra Road, off Meridian Way, Edmonton, London	N9 0BD	Greenstar Holdings Ltd	AGL192067
Reepham Road, Attlebridge Norwich	NR9 5TD	Biffa Waste Services Ltd	NK165000 NK334847 NK348907
Reepham Road, Attlebridge, Norwich	NR9 5TD	Biffa Waste Services Ltd	Not Registrable
Reepham Road, Attlebridge, Norwich	NR9 5TD	Biffa Waste Services Ltd	Not Registrable
Reepham Road, Attlebridge, Norwich	NR9 5TD	Biffa Waste Services Ltd	NK228892

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Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Reepham Road, Attlebridge Norwich	NR9 5TD	Biffa Waste Services Ltd	NK365865
Thrd Floor The Gatehouse Gatehouse Way Aylesbury BUCKS	HP19 8DB	Greenstar Environmental Ltd	BM327024
64 Green Road, Ballyclare, County Antrim	BT39 9PH	UK Waste Management Ltd	AN29849L
Maybells Farm, Ripple Road, Barking	IG11 0TP	Biffa Waste Services Ltd	EGL513774
Maybells Farm, Ripple Road, Barking	IG11 0TP	Biffa Waste Services Ltd	Not Registrable
Ratchiffe Highway St Mary Hoo Rochester	ME3 8RN	Biffa Waste Services Ltd	K684399 K612829 K633127
Salthouse Road Barrow in Furness, Cumbria	LA14 2UP	Biffa Waste Services Ltd	CU257542 CU257605 CU257540
Salthouse Road Barrow in Furness, Cumbria	LA14 2UP	Biffa Waste Services Ltd	CU186589
The Foyyards Bean Road Tipton, West Midlands	DY4 9AQ	Biffa Waste Services Ltd	WM691546
Manchester Road, Rixton, Warrington	WA3 6EW	UK Waste Management Ltd	CH129757
Linton Street Bradford West Yorkshire	BD4 7EZ	UK Waste Management Ltd	WYK48594
Linton Street, Bradford, West Yorkshire	BD4 7EZ	UK Waste Management Ltd	WYK555132
Peace Street, Bradford, West Yorkshire	BD4 8UF	UK Waste Management Ltd	WYK499630
Coventry Lane Bramcote, Nottingham	NG9 3GJ	Biffa Waste Services Ltd	NT387817

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Address of Property	Postcode of Property	Name of Chargee/Registered Proprietor	Title Number
Paper Mill Lane, Branford, Ipswich	IP8 4DE	Biffa Waste Services Ltd	SK260876
Canaby Industrial Estate Lancaster Road, Canaby, Bridlington	YO15 3QY	Biffa Waste Services Ltd	YEA46275
Huntingdon Road Brighouse West Yorkshire	HD6 1PZ	Biffa Waste Services Ltd	WYK247221
Huntingdon Road, Brighouse West Yorkshire	HD6 1PZ	Biffa Waste Services Ltd	WYK247221
Unit 7, Hydro Estate Noisk Hydro Trading Estate, St Andrews Road, Avonmouth	BS11 9HW	UK Waste Management Ltd	BL53375
Dock Road South, Warral	CH62 4SQ	Biffa Waste Management Ltd	MS255836 MS235510 MS383940 MS375593
Langhustwood Road Horsham	RH12 4QD	Waste Management (Land) Ltd/Biffa Waste Services Limited	WSX172372 WSX284894 WSX305055 WSX330656
Streat Lane Ditchling Common Ind Est, Ditchling, Hassocks	DN6 8SG	Biffa Waste Services Ltd	ESX13456 ESX122513 ESX35796
Chapel Pond Hill, Bury St Edmunds	IP32 7HT	Biffa Waste Services Ltd	SK207334
Unit 3B Rougham Ind Est Rougham, Bury St Edmunds	IP30 9ND	Biffa Waste Services Ltd	Not registered
Manchester Road, Rixton, Warrington	WA3 6EW	Biffa (Land) Limited	MS333442 CH243132 CH414994
Manchester Road, Rixton, Warrington	WA3 6EW	Biffa (Land) Limited	CH340826
Manchester Road Rixton, Warrington	WA3 6EW	Biffa (Land) Limited	Not registered
Manchester Road Rixton, Warrington	WA3 6EW	Biffa (Land) Limited	CH334158
Viking Place Roath Dock, Cardiff Docks, Cardiff	CF10 4TS	UK Waste Management Ltd	WA819479 WA888236

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Address of Property	Postcode of Property	Name of Chargee/Registered Proprietor	Title Number
Biffa Special Waste Curran Road, Buretown, Cardiff	CF10 5DF	Biffa Waste Services Ltd	WA380669 WA383102
Bessmer Close Cardiff	CF11 8DL	Biffa Waste Services Ltd	WA690620
St Nunnans Road, Carlisle	CA2 4LS	Biffa Waste Services Ltd	Not registered
St Nunnans Road, Carlisle	CA2 4LS	Biffa Waste Services Ltd	CU203332
Unit A Wilstead Industrial Park, Watson Road, Wilstead, Mid Beds	MK45 3PD	Biffa Municipal Limited	BD193436
Old Council Depot, Tavistock Street Dunstable, Bedfordshire	LU6 1NE	Biffa Municipal Limited	Not Registrable
45 Pensbury Place London	SW8 4TP	Biffa Waste Services Ltd	TGL133571
Greengate Industrial Estate Greenside Way, Middleton Manchester	M24 1SW	UK Waste Management Ltd	GM452620 GM468297 GM452619
Hales Waste Control Ltd Drakes Lane, Chelmsford, Essex	CM3 3BE	Biffa Waste Services Ltd	EX710660
Units 11 & 12 Boreham Industrial Estate Waltham Road, Chelmsford, Essex	CM3 3AW	Biffa Waste Services Ltd	EX715900
Amersham Road Depot, London Road East Amersham, Bucks	HP7 9DT	Biffa Municipal Ltd	Not Registrable
Amersham Road Depot, London Road East, Amersham, Bucks	HP7 9DT	Biffa Municipal Ltd	Not Registrable
Valley Road, Cinderford	GL14 2NX	Biffa Waste Services Ltd	GR241159 GR167579
Lunnys Lane Clifton, Swinton Manchester	M27 8LN	Biffa Waste Services Ltd	GM741402 GM1740081
Lunnys Lane, Clifton, Swinton, Manchester	M27 8LN	Biffa Waste Services Ltd	Not Registrable
Station Road, Clowne, Chesterfield	S43 4PE	Biffa Waste Services Ltd	DY215820
Codrington Clipping Sodbury South Gloucestershire	BS37 8RJ	UK Waste Management Ltd	AV224362

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Address of Property	Postcode of Property	Name of Chargee/Registered Proprietor	Title Number
Codrington, Clipping Sodbury South Gloucestershire	BS37 8RJ	UK Waste Management Ltd	Not Registrable
Sutton Lane Slough	SL3 8AB	Biffa Waste Services Ltd	Not registered
Sutton Lane Slough	SL3 8AB	Biffa Waste Services Ltd	Not registered
Sutton Lane Slough	SL3 8AB	Biffa Waste Services Ltd	Not registered
Sutton Lane Slough	SL3 8AB	Biffa Waste Services Ltd	Not Registrable
Sutton Lane, Slough	SL3 8AB	Biffa Waste Services Ltd	Not registered
The Portakabin, c/o Parry's Commercial Truck Centre, Graig, Cwm Conwy	LL28 5RA	Biffa Municipal Limited	Not Registrable
140 Mallusk Road Newtownabbey, County Antrim	BT36 4QN	UK Waste Management Ltd	To be registered
140 Mallusk Road, Newtownabbey County Antrim	BT36 4QN	Biffa Waste Services Ltd	AN175692LO
140 Mallusk Road Newtownabbey County Antrim	BT36 4QN	Biffa Waste Services Ltd	AN153296LO
Farmore Mills, Shrewsbury Road, Craven Arms	SY7 9QG	Biffa Waste Services Limited	Not Registrable
Coronation Road, Ciessey Business Park, High Wycombe	HP12 3TZ	Biffa Waste Services Ltd	BM346913
Units 1 and 2 India Street, Darwen Lancs	BB3 2AT	Biffa Municipal Limited	LA495846 LA386659 LA393592
Unit 4 Trafalgar Park Way, Victory Road, Derby	DE24 8EJ	Greenstar Environmental Limited	DY425951
Gooch Industrial Est, Southmead Park Didcot	OX11 7PR	Biffa Waste Services Ltd	Not registered
Rush Lane Dosthull Tamworth	B77 1LT	Biffa Waste Services Ltd	Not Registrable

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Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Pitty Close Farm, Wakefield Road, Bradford	BD11	Biffa Waste Services Ltd	WYK576884
Land west of Kidderminster Road, Cutnall Green, Droitwich	WR9 0NS	Biffa Waste Services Ltd	WR121641
Blackburn Road Industrial Estate Townsend Road, Houghton Regis, Bedfordshire	LU5 5BQ	Greenstar (Fubank) Chiltern Limited	BD150579
Blackburn Road Industrial Estate Townsend Road, Houghton Regis, Bedfordshire	LU5 5BQ	Greenstar (Fubank) Chiltern Limited	BD144817
Plot 7, Riverside Estate, Olive Road, West Thurrock	RM20 3EE	Biffa Waste Services Ltd	EX847988
Barbachlaw Waste Transfer Station, Wallyford Musselburgh	EH21 8QQ	Biffa Municipal Limited	MID130755
Unit 3 East Northamptonshire Vocational Skills Academy, Chelveston Road, Higham Ferris, Northants	NN10 8HN	Biffa Municipal Limited	Not Registrable
West Shore Road, Edinburgh	EH5 1QD	Biffa Waste Services Ltd	
West Shore Road, Edinburgh	EH5 1QD	UK Waste Management Ltd	08/10812 024449 024448
81 Garman Road, London	N17 0UN	Biffa Waste Services Ltd	EGL149709
New Elvaston Quarry, Bellington Hill Shardlow	DE72 3FF	Biffa Waste Services Limited	Currently being registered
Riccall Road, Escrick, York	YO19 6ED	UK Waste Management Ltd	Not Registrable

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Address of Property	Postcode of Property	Name of Chargee/Registered Proprietor	Title Number
Boundary Road, Etwell Derby	DE65 6GX	Biffa Waste Services Ltd	DY421603
Eversley Depot Starhill Sawmills, Star Hill, Hartley Wintney Hook, Hampshire	RG27 8BP	UK Waste Management Ltd	HP477173
Eyebury Road, Eye, Peterborough	PE6 7TH	Biffa Waste Services Ltd	CB64988 CB53518 CB65185 CB60300
Eyebury Road, Eye Peterborough	PE6 7TH	Biffa Waste Services Ltd	Not Registrable
Eyebury Road Eye Peterborough	PE6 7TH	Biffa Waste Services Ltd	Not Registrable
Eyebury Road, Eye Peterborough	PE6 7TH	Biffa Waste Services Ltd	CB291117
New Site, Coxbridge Business Park, Alton Road Farnham Surrey	GU10 5EH	Biffa Waste Services Ltd	SY739041
Lordship Lane Off Leek Road, Fenton Manor, Stoke-on-Trent	ST4 2TQ	UK Waste Management Ltd	SF139742
Old Bawtry Road, Funningley, Doncaster	DN9 3BZ	Biffa Waste Services Ltd	Not Registrable
101 Clydesmill Drive, Cambuslang Glasgow Strathclyde	G32 8RG	Biffa Waste Services Ltd	LAN138153
Refuse Destructor, 360 Pinkston Road, Glasgow	G4 0LP	UK Waste Management Ltd	GLA20486 GLA33640
319 Bristol Road Gloucester Gloucestershire	GL2 5DN	Biffa Waste Services Ltd	GR35731
Yarmouth Business Park, Suffolk Road, Great Yarmouth Norfolk	NR31 0DN	Biffa Waste Services Ltd	NK248278
Unit 2, Halfey's Industrial Estate Bessemer Way, Great Yarmouth, Norfolk	NR31 0LX	UK Waste Management Ltd	NK97695
London Road Knockhall Chase Greenluthie	DA9 9EN	Biffa Waste Services Ltd	K734791

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Address of Property	Postcode of Property	Name of Chargee/Registered Proprietor	Title Number
Workshop Estate Road No 6, South Humberside Industrial Estate, Grimsby	DN31 2TG	Biffa Waste Services Ltd	HS4107
Waste Transfer Station, Gilbey Road, Grimsby, North Humberside	DN31 2RL	UK Waste Management Limited	HS126418
Station Yard Ripley Harrogate, North Yorkshire	HG3 3BA	UK Waste Management Ltd	NYK64283
Whitlence Lane Hartlebury Kidderminster	DY10 4HB	Biffa Waste Services Ltd	Not registered
Whitlence Lane Hartlebury Kidderminster	DY10 4HB	Biffa Waste Services Ltd	Not registered
13 Marsh Lane Henstridge	BA8 0TG	Biffa Waste Services Ltd	WS54621
Hett Hills Quarry Grange Villa, Chester-le-Street, County Durham	DH3 1QN	Biffa Waste Services Ltd	DU116449
London Road Loudwater High Wycombe	HP10 9TD	Biffa Holdings Ltd	Not registered
Land at Unit 22, Evercreech Way, Highbridge Somerset	TA9 4AG	Biffa Waste Services Ltd	ST79839 ST189820
Hunley Wood Landfill, off Hunley Road, Hunley Staffordshire	DY3 4DA	Biffa Waste Services Ltd	WM946616
Hunley Wood Landfill, off Hunley Road, Hunley Staffordshire	DY3 4DA	Biffa Waste Services Ltd	Not registered
Hunley Wood Landfill off Hunley Road Hunley, Staffordshire	DY3 4DA	Biffa Waste Services Ltd	Not registered
Ashford Road Maidstone Kent	ME17 1XE	Biffa Waste Services Ltd	K351810
The Quarry Quarry Row, Houghton-le-Spring	DH4 4AU	Biffa Waste Services Ltd	TY332898
The Quarry Quarry Row, Houghton-le-Spring	DH4 4AU	Biffa Waste Services Ltd	Not Registrable

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Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
The Quarry, Quarry Row, Houghton-le-Spring	DH4 4AU	Biffa Waste Services Ltd	TY51325
Howdencough Road, Morley, Leeds	LS27 0LU	Biffa Waste Services Ltd	WYK156955 WYK393208 WYK380127
Quarry Lane, Dewsbury	WF12 7JJ	Biffa Waste Services Ltd	WYK788189
Waste Transfer Station, Stoneferry Road, Hull, Humberside	HU8 8AU	UK Waste Management Ltd	HS351160
Waste Transfer Station, Stoneferry Road, Hull, Humberside	HU8 8AU	UK Waste Management Ltd	HS275519
Waste Transfer Station, Stoneferry Road, Hull, Humberside	HU8 8AU	UK Waste Management Ltd	HS222358
c/o MacRitchie Highland Distribution, 1 Carse Industrial Estate, Inverness	IV33 8LL	Biffa Waste Services Ltd	Not Registrable
Workshop, Main Road, Kesgrave, Ipswich	IP5 2PE	Biffa Waste Services Ltd	SK18453
Unit 4, Williamsport Way, Lionbarn Industrial Estate, Needham Market	IP6 8RW	Biffa Waste Services Ltd	SK324431
Gilchrist Road, Manchester, Gtr Manchester	M44 5BF	Biffa Waste Services Ltd	GM307329 GM732756
Plot 45, Manners View, Newport, Isle of Wight	PO30 5FA	Biffa Waste Services Ltd	IW30384
Plot 45, Manners View, Newport, Isle of Wight	PO30 5FA	Biffa Waste Services Ltd	IW34742
Grove Farm, Daventry Road, Kilsby	CV23 8XF	Biffa Waste Services Ltd	NN4922
13 Kilsyth Road, Twechar, Kilsyth,	G65 9LP	UK Waste Management Ltd	DMB21106
14 Kilsyth Road, Twechar, Kilsyth,	G65 9LP	UK Waste Management Ltd	DMB41999
Rush Lane, Dosthill, Tamworth	B77 1LT	Biffa Waste Services Ltd	WK438703

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Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Coronation Road, Cressex Business Park, High Wycombe	HP12 3TA	Biffa Waste Services Ltd	BM325546
Norton Cannos, Cannock, Staffordshire	WS11 8JH	Biffa Waste Services Ltd	SF572263
Queen Street, Woodiesford, Leeds	LS26 8AL	Biffa Waste Services Ltd	WYK497585
Low Mills Lane, Ravenshorpe, Dewsbury, West Yorkshire	WF13 3LX	Greenstar (M&B) Limited	WYK660168 WYK660169 WYK661381
Gelderd Road, Leeds	LS12 6DG	Biffa Waste Services Ltd	WYK924408
Skelton Grange Power Station, Skelton Grange Road, Leeds	LS10 1RS	Biffa Waste Services Ltd	WYK670547
Skelton Grange Power Station, Skelton Grange Road, Leeds	LS10 1RS	Biffa Waste Services Ltd	WYK670547
Snibston Drive, Ravenstone Industrial Estate, Coalville, Leicester	LE67 3NB	Greenstar (Leicester Paper Processors) Ltd	LT148614 LT277484
Carrow Road, Leicester	LE3 1TS	Biffa Waste Services Ltd	LT363784
25 New Star Road, Leicester	LE4 9JD	Biffa Waste Services Ltd	Not registered
90 High Street, Syston, Leicester	LE1 1GQ	Biffa Waste Services Ltd	LT281899
4 Dale Street, Lincoln, Lincolnshire	LN5 8LL	Biffa Waste Services Ltd	LL34543
Thorpe Road, Whisby, Lincoln, Lincolnshire	LN6 9BT	Biffa Waste Services Ltd	LL230612
Unit 16, Candy Park, Plantation Road, Bromborough, WIRRAL	CH62 3QS	Biffa Waste Services Ltd	MS235510 MS316404
Lyon Ind Est, Kearsley, Bolton	BL4 8NB	Biffa Waste Services Ltd	GM 785573
Haleswaste Ltd, Hermitage Lane, Mansfield, Notts	NG18 5HB	Biffa Waste Services Ltd	Not registered
Moreton Lane, Draycott-in-the-Clay, Ashbourne	DE6 5BZ	Poplars Resource Management Limited	SF579332

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Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Meece Landfill, Meece, Staffordshire	ST15 0QN	Poplars Resource Management Limited	SF367008
Lake Terrace, Melton Mowbray	LE13 0BZ	Biffa Municipal Limited	LT281984
Brunel Road, South Bank, Middlesbrough, Cleveland	TS6 6JA	Biffa Waste Services Ltd	LT253154 TES34454
Chesney Wold, Bleak Hall, Milton Keynes	MK6 1NE	Biffa Waste Services Ltd	Not registered
DC3 Water Orton Lane, Minworth, West Midlands	B 76 9BL	Biffa Waste Services Ltd	WM962891
Station Road Depot, Station Road, Dorking	RH4 1EH	Biffa Waste Services Ltd	SY730046
Unit 35A & 38 Hobbs Industrial Estate, Newchapel, Surrey	RH7 7HN	Biffa Waste Services Ltd	Not registered
Unit 35A & 38 Hobbs Industrial Estate, Newchapel, Surrey	RH7 7HN	Biffa Waste Services Ltd	Not registered
Newhurst Quarry, Ashby Road East, Shepshed, near Loughborough, Leicestershire	LE12 9BU	Biffa Waste Services Ltd	
Alderflat Drive, Newstead Industrial Trading Estate, Stoke-on-Trent	ST4 8HX	Biffa Waste Services Ltd	SF556618
Austin House, Fairfax Road, Newton Abbot	TQ12 6UD	Biffa Waste Services Ltd	DN549694
Bedford Road, Holwell, Hitchin, Herts	SG5 3RT	Biffa Waste Services Ltd	HD353137 HD372632 HD372605 HD215886
New Ford Road, Waltham Cross, Hertfordshire	EN8 7PG	Biffa Waste Services Ltd	HD117063
Jackdaw Close, Northampton	NN3 9ER	Biffa Waste Services Ltd	NN194303
William Frost Way, Costessey	NR5 0JS	Biffa Waste Services Ltd	NK127219
William Frost Way, Costessey	NR5 0JS	Biffa Waste Services Ltd	NK410899
Colwick Industrial Estate, Private Road No 2, Colwick, Nottingham, Nottinghamshire	NG4 2JR	UK Waste Management Ltd	NT201354

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Short particulars of all the property mortgaged or charged

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Short particulars

Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Unit 3800 Birmingham Business Park, Solihull	B37 7YG	Biffa Waste Services Ltd	Not Registrable
Unit 3, Bush Industrial Estate, 13/39 (odd) Standard Road, Park Royal, London	NW10 6DF	Biffa Waste Services Ltd	Currently being registered
Freshfields, Bexhill Road, St Leonards on Sea	TN38 8AY	Biffa Waste Services Ltd	ESX92855
Freshfields, Bexhill Road, St Leonards on Sea	TN38 8AY	Biffa Waste Services Ltd	Not registered
146 Station Road, Peterborough, Cambridgeshire	PE7 2EY	Biffa Waste Services Ltd	CB206668
Satellite Depot, Bedford Road, Petersfield Industrial Estate, Petersfield, Hampshire	GU32 3QA	Biffa Municipal Limited	
Unit 4, Polo Grounds, New Inn, Pontypool	NP4 0TW	Biffa Waste Services Ltd	Not registered
Unit 14, Polo Grounds, New Inn, Pontypool	NP4 0TW	Biffa Waste Services Ltd	Not registered
Poplars Landfill, Cannock, Staffordshire	WS11 8NQ	Poplars Resource Management Limited	SF389157 SF391501
Unit 26 A/B/C, Alchome Place, Portsmouth	PO3 5QL	Biffa Waste Services Limited	
504 Green Place, Bamber Bridge, Preston	PR5 8AY	Biffa Waste Services Ltd	LA636081
Progress House, Avenue Farm, Stratford upon Avon	CV37 0HR	Biffa Municipal Limited	
Burtonhead Road, St Helens	WA9 5EA	Biffa Waste Management Ltd	MS252634 MS278876
WES Building, Plastics Road, Wilton International, Redcar	TS10 4RG	Biffa Polymers Limited	CE189024 CE147639 CE188998 CE189675 CE189162 CE189486
Patteson Court Landfill, Comongers Lane, Nutfield, Redhill	RH1 4ER	Biffa Waste Services Ltd	SY605817

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Particulars of a mortgage or charge



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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

Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Patteson Court Landfill, Commoners Lane, Nutfield, Redhill	RH1 4ER	Biffa Waste Services Ltd	SY729427 SY749804
Moss Side Farm, Silver Lane, Risley, Warrington	WA3 6B Y	UK Waste Management Ltd	CH319763 CH359377 CH103951
Moss Side Farm, Silver Lane, Risley, Warrington	WA3 6B Y	Biffa Waste Services Ltd	CH510589
Moss Side Farm, Silver Lane, Risley, Warrington	WA3 6B Y	UK Waste Management Ltd	CH97069 CH154694
Moss Side Farm, Silver Lane, Risley, Warrington	WA3 6B Y	UK Waste Management Ltd	CH260679 CH131604 CH132392 CH129757
Rixton Old Hall, Manchester Road, Rixton, Warrington	WA3 6EW	UK Waste Management Ltd	
Victona Business Park, Roche, St Austell, Cornwall	PL26 8LX	Biffa Waste Services Ltd	CL240203
Winterton Road, Scunthorpe	DN15 0BD	Biffa Waste Management Limited	HS184750
Saredon Road, Shares Hill, Wolverhampton	WV10 7LJ	Biffa Waste Services Ltd	SF354667 SF355461
Chaucer House, Chaucer Business Park, Watery Lane, Sevenoaks	TN15 6PW	Biffa Municipal Limited	K769335 K617886
Lakeside Pavilion, Chaucer Business Park, Watery Lane, Kemsing, Sevenoaks	TN15 6QY	Biffa Municipal Limited	K771310
Ratcliffe Highway, St Mary Hoo, Rochester	ME3 8RN	Biffa Waste Services Ltd	K612829 K633127 K517917 K220539 K247388 K688428
Ratcliffe Highway, St Mary Hoo, Rochester	ME3 8RN	Biffa Waste Services Ltd	Not registered
R/o 359-361 Greenland Road, Sheffield, South Yorkshire	S9 5FD	Biffa Waste Services Ltd	SYK409938

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Particulars of a mortgage or charge



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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

Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
R/o 359-361 Greenland Road, Sheffield, South Yorkshire	S9 5FD	Biffa Waste Services Ltd	SYK 349376
359 Greenland Road, Sheffield, South Yorkshire	S9 5FD	Biffa Waste Services Ltd	SYK 600582
Bypass Park Estate, Sherburn In Elmet, Leeds	LS25 6EP	Biffa Waste Services Ltd	
Pontefract Lane, Newsam Green, Leeds	LS15 9AD	Biffa Waste Services Ltd	WYK700019 WYK732289
8 Redlands, Coulsdon, Surrey	CR5 2HT	Biffa Waste Services Ltd	SGL602423 SGL163509
Unit 140 Station Road, Culham, OXON	OX14 3DA	Biffa Municipal Limited	ON196259 ON208645
Shaftesbury Avenue, South Shields, Tyne & Wear	NE34 9PH	Biffa Waste Services Ltd	TY183197
Floating Bridge Road, Southampton	SO14 3FL	Biffa Waste Services Ltd	HP299426
Area E2, Marchwood Industrial Estate, Normandy Way, Marchwood, Southampton	SP40 4BP	Biffa Waste Services Ltd	HP637038
2C/N Normandy Way, Marchwood Industrial Estate, Marchwood, Southampton, Hampshire	SO40 4PB	Biffa Waste Services Ltd	HP736243
Travellers Close, Hatfield, Hertfordshire	AL9 7LA	Biffa Waste Services Ltd	HD196890
Navigation Road, Pockett Nook, St Helens	WA9 1LS	Biffa Waste Services Ltd	MS552408
Navigation Road, Pockett Nook, St Helens	WA9 1LS	Biffa Waste Services Ltd	MS565558
Barford Road, Little Barford, St Neots, Cambs	PE19 6YQ	Biffa Waste Services Ltd	BD229892 BD222980
6&7 Marston Road, St Neots	PE19 2HB	Biffa Waste Services Ltd	CB290611
Storage Depot & Premises, Tollgate Industrial Estate, Tollgate Drive, Stafford	ST16 3HS	Biffa Waste Services Ltd	Not Registrable
Workshop & Premises, Unit 8, Tollgate Industrial Estate, Tollgate Drive, Stafford, Staffordshire	ST16 3HS	Biffa Waste Services Ltd	Not Registrable

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Particulars of a mortgage or charge



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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

Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Stewponney Quarry, Stourton, Stourbridge	DY7 6LU	Biffa Waste Services Ltd	SF336484 SF391091 SF417795
Transfer Station, Nevada Lane, Stoke On Trent, Staffordshire	ST6 2NT	UK Waste Management Ltd	SF348739
The Depot, Avenue Farm, Stratford upon Avon Hay Lane, Lydiard, Tregoeze, Swindon, Wiltshire	CV37 0HR SN4 9QT	Biffa Municipal Limited Biffa Holdings Ltd	WT126228
14 Doman Road, Yorktown, Camberley	GU15 3DF	Biffa Municipal Limited	SY77714 SY84443 SY715087
Princes Street Depot, Princes Street, Sittingbourne, Kent	ME10 3HH	Biffa Municipal Limited	
Units 10 & 11, Claron Close, Mornston, Swansea	SA6 8QZ	Biffa Waste Services Ltd	Not registered
Express Works, Bridge End Road, Swindon	SN3 4PD	Biffa Waste Services Ltd	WT112251
Warren Lane Depot, Warren Lane, Oxted, Surrey	RH8 9DB	Biffa Waste Services Ltd	SY804596
Adswood Road, Cheadle Hulme, Cheadle, Stockport	SK8 5QY	Biffa Waste Services Ltd	GM800010
Tocketts Bndge, Guisborough, Cleveland	TS14 6RG	Biffa Waste Services Ltd	Not registered
Tocketts Bndge, Guisborough, Cleveland	TS14 6RG	Biffa Waste Services Ltd	Not registered
Walters Farm, Morley Road, Tonbridge	TN9 1RA	Biffa Waste Services Ltd	K469410
Commerce Way, Trafford Park, Manchester	M17 1HW	Biffa Waste Services Ltd	MAN146259
Fochriw Road, Pant-y-Waun, Merther Tydfil, Mid Glamorgan	CF48 4AB	Biffa Waste Services Ltd	WA674209
Fochriw Road, Pant-y-Waun, Merther Tydfil, Mid Glamorgan	CF48 4AB	Biffa Waste Services Ltd	Not registered
Treeton Lane, Catchiffe, Rotherham	S60 5SR	Biffa Waste Services Ltd	SYK156404
Ufton Landfill, Hill Farm, Ufton, Warwickshire	CV33 9PP	Biffa Waste Services Ltd	WK343285

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Particulars of a mortgage or charge



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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

Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Ufton Landfill, Hill Farm, Ufton, Warwickshire	CV33 9PP	Biffa Waste Services Ltd	WK455910
Cambridge Road, Ugley, Bishops Stortford	CM22 6HT	Biffa Waste Services Ltd	Part registered under EX503887
Calder Vale Road, Wakefield, West Yorkshire	WF1 5PJ	Biffa Waste Services Ltd	WYK884106
Unit 100a, Hartlebury Trading Estate, Hartlebury, Kidderminster	DY10 4JB	Biffa Waste Services Ltd	HW173349
West Hyde Lane, Chalfont St Peter, Gerrards Cross Buckinghamshire	SL9 0QP	Biffa Waste Services Limited	BM202676 BM172841
Collins Road, Heathcote Ind Est, Warwick	CV34 6TF	Biffa Waste Services Ltd	BM148346 WK271103
The Hollow, Washington, Pulborough	RH20 3DA	Biffa Waste Management Limited	WSX175102
The Hollow, Washington, Pulborough	RH20 3DA	Biffa Waste Management Ltd	Not registered
The Hollow, Washington, Pulborough	RH20 3DA	Biffa Waste Management Ltd	Not Registrable
The Hollow, Washington, Pulborough	RH20 3DA	Biffa Waste Management Ltd	Not Registrable
The Hollow, Washington, Pulborough	RH20 3DA	Biffa Waste Management Ltd	Not registered
Potters Lane, Wednesbury, West Midlands	WS10 0NR	Biffa Waste Services Ltd	WM462478 WM678997
Northampton Road, Welford, Northampton	NN6 6JF	Biffa Waste Services Limited	NN171951
Wellbank, Broughty Ferry, Dundee	DD5 3QF	UK Waste Management Ltd	

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Particulars of a mortgage or charge



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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

Address of Property	Postcode of Property	Name of Chargee/Registered Proprietor	Title Number
Marsh Road, Wembley	HA0 1YW	Biffa Waste Services Limited	NGL541797 NGL559489
Wigan Road, Leigh	WN7 5DR	Biffa Waste Management Ltd	GM237763 GM539973
Marks Lane, Leamside, Houghton-Le-Spring, County Durham	DH4 6QF	UK Waste Management Ltd	DU202845
Westmill, Ware	SG12 0ES	Biffa Waste Services Ltd	HD440251
Southampton Road, Whiteparish, nr Salisbury, Wiltshire	SP5 2QE	Biffa Waste Services Ltd	WT143043
Depot, Tanhouse Lane, Widnes, Cheshire	WA8 0TF	Biffa Waste Services Ltd	Not Registrable
Rush Lane, Dosthill, Tamworth	B77 1LT	Biffa Waste Services Ltd	Not registered
Rush Lane, Dosthill, Tamworth	B77 1LT	Biffa Waste Services Ltd	SF346605
Rush Lane, Dosthill, Tamworth	B77 1LT	Biffa Waste Services Ltd	Not registered
Central Depot, Bar End Road, Winchester, Hampshire	SO23 9NP	Biffa Municipal Limited	Not Registrable
Dock Road South, Wirral	CH62 4SQ	Biffa Waste Management Ltd	MS333442
Bolton Road, Withnell, Chorley, Lancashire	PR6 8BP	Biffa Waste Services Ltd & Wastedne (Manchester) Ltd & Withnell Brick and Terracotta Ltd	LA755828 LA743967 LA824492 LA862566
Council Depot, Monument Way East, Woking	GU21 5LY	Biffa Waste Services Ltd	Not registered
Adj Guinness Park Farm, Malvern, Worcestershire	WR13 5EQ	Biffa Waste Services Limited	Not registered

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Particulars of a mortgage or charge



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Short particulars

Address of Property	Postcode of Property	Name of Chargor/Registered Proprietor	Title Number
Taylor Containers, Meadow Road Industrial Estate, Meadow Road, Worthing, West Sussex	BN11 2RZ	Biffa Waste Services Ltd	WSX345026
Waste Disposal Site, Rudgate, York, North Yorkshire	YO26 7QF	Biffa Waste Services Ltd	NYK70538 NYK290522

The address for service of the Security Agent in the case of registered Real Property is HSBC Corporate Trustee Company (UK) Limited, do HSBC Bank plc 8 Canada Square, Level 24, London E14 5HQ, attention Corporate Trust and Loan Agency

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Particulars of a mortgage or charge



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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

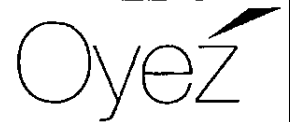
SCHEDULE 3

BANK ACCOUNTS

Name of Chargor	Bank Accounts
Biffa Group Limited	HSBC Bank PLC 8 Canada Square Level 3 London E14 5HQ Sort Code 40-05-20 Account Number 03675785 Account Name Biffa Group Ltd - Holding Account
	HSBC Bank PLC 8 Canada Square Level 3 London E14 5HQ Sort Code 40-05-20 Account Number 03675777 Account Name Biffa Group Ltd - Mandatory Prepayment Account
	HSBC Bank PLC 8 Canada Square Level 3 London E14 5HQ Sort Code 40-05-20 Account Number 81830104 Account Name Lockbox Account
	HSBC Bank PLC 8 Canada Square Level 3 London E14 5HQ Sort Code 40-05-20 Account Number 03675645 Account Name Trust Income Account

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Particulars of a mortgage or charge



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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

Name of Chargor	Bank Accounts
Biffa Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks HPI 1 2BG Sort Code 20-40-71 Account Number 03390152 Account Name Biffa Group Ltd
	Barclays Bank Plc 16 High Street High Wycombe Bucks HPI 1 2BG Sort Code 20-40-71 Account Number 23268438 Account Name Biffa Group Ltd No 2
	Barclays Bank Plc 16 High Street High Wycombe Bucks HPI 1 2BG Sort Code 20-40-71 Account Number 50592684 Account Name Biffa Ltd
Biffa Corporate Holdings Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG Sort Code 20-40-71 Account Number 60304336 Account Name Biffa Corporate Holdings Ltd

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

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Short particulars

Name of Chargor	Bank Accounts
	<p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG</p> <p>Sort Code 20-40-71 Account Number 30614327 Account Name Biffa Corporate Holdings Ltd (Treasury - A/C)</p> <p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG</p> <p>Sort Code 20-40-71 Account Number 83986101 Account Name, Biffa Corporate Holdings Ltd Fibca</p>
Biffa Waste Limited	<p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG</p> <p>Sort Code 20-40-71 Account Number 10644633 Account Name Biffa Waste Ltd</p>
Biffa Waste Services Limited	<p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG</p> <p>Sort Code 20-40-71 Account Number 49379966 Account Name Biffa Waste Services Ltd (Euro A/C)</p>

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Particulars of a mortgage or charge



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Short particulars

Name of Chargor	Bank Accounts
Biffa Holdings Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG Sort Code 20-40-71 Account Number, 40166375 Account Name Biffa Waste Services Ltd (GBP A/C)
	Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG Sort Code 20-40-71 Account Number, 60961663 Account Name Biffa Holdings Ltd
Biffa Polymers Limited	Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG Sort Code 20-40-71 Account Number, 53742369 Account Name Biffa Polymers Ltd
	Lloyds TSB 27 High Street, Stockton on Tees Cleveland TS18 1SG Sort Code 30-98-13 Account Number 00240479 Account Name Greenstar (WES) Ltd

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Particulars of a mortgage or charge



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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

Name of Chargor	Bank Accounts
	Bank of Scotland Ash House Princeton Drive Thornaby Stockton on Tees TS17 6PY Sort Code 12-09-19 Account Number 14120USD01 Account Name Greenstar (WES) Ltd (USD)
	Bank of Scotland Ash House Princeton Drive Thornaby Stockton on Tees TS17 6PY Sort Code 12-09-19 Account Number 6005245 Account Name Wespack Ltd (current)
	Bank of Scotland Ash House Princeton Drive Thornaby Stockton on Tees TS17 6PY Sort Code 12-09-19 Account Number 6005237 Account Name Greenstar (WES) Ltd (current)

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

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Short particulars

Name of Chargor	Bank Accounts
	<p>Bank of Scotland Ash House Princeton Drive Thornaby Stockton on Tees TS17 6PY Sort Code 30-96-34 Account Number 59111057</p> <p>Account Name Biffa Polymers Ltd (Euro)</p>
	<p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG Sort Code 20-40-71 Account Number 93517268 Account Name Wespack Ltd</p>
Biffa Municipal Ltd	<p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG Sort Code 20-40-71 Account Number 13240967 Account Name Verdant Group Ltd</p>

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Particulars of a mortgage or charge



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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

Name of Chargor	Bank Accounts
	<p>HSBC Bank Plc 69 Pall Mall London SW1Y 5EY Sort Code 40-05-20 Account Number 91552821 Account Name Biffa Municipal Ltd</p>
Greenstar UK Holdings Ltd	<p>Large Corporate Services Team The Royal Bank of Scotland Abbey Gardens 4Abbey Street Reading RG1 3BA Sort Code 51-70-15 Account Number 78562945 Account Name NTR UK Waste Ltd (current)</p>
Greenstar Environmental Ltd	<p>Large Corporate Services Team The Royal Bank of Scotland Abbey Gardens 4 Abbey Street Reading RG1 3BA Sort Code 51-70-15 Account Number 2534665 Account Name Greenstar Environmental Ltd (Current)</p>

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Particulars of a mortgage or charge



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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

Name of Chargor	Bank Accounts
	<p>Large Corporate Services Team The Royal Bank of Scotland Abbey Gardens 4Abbey Street Reading RG1 3BA Sort Code 51-70-15 Account Number 67558747 Account Name Greenstar Environmental Ltd (Deposit)</p> <p>Large Corporate Services Team The Royal Bank of Scotland Abbey Gardens 4 Abbey Street Reading RG1 3BA Sort Code 140/00 Account Number 81503067 Account Name Greenstar Environmental Ltd (USA)</p> <p>Large Corporate Services Team The Royal Bank of Scotland Abbey Gardens 4Abbey Street Reading RG1 3BA Sort Code 550/00 Account Number 81503318 Account Name Greenstar Environmental Ltd (EUR)</p>

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Particulars of a mortgage or charge



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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

Name of Chargor	Bank Accounts
	<p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG</p> <p>Sort Code 20-40-71 Account Number 33411168 Account Name Greenstar Environmental Ltd</p> <p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG</p> <p>Sort Code 20-40-71 Account Number 43623661 Account Name GS Acquisitions Ltd</p>
	<p>Barclays Bank Plc 16 High Street High Wycombe Bucks HP11 2BG</p> <p>Sort Code 20-40-71 Account Number 43778762 Account Name GS Equityco Ltd</p>
Greenstar (Waste Services) Limited	<p>Large Corporate Services Team The Royal Bank of Scotland Abbey Gardens 4Abbey Street Reading RG1 3BA</p> <p>Sort Code 51-70-15 Account Number 78563062 Account Name Waste Services (UK) Ltd</p>

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Particulars of a mortgage or charge



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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

Name of Chargor	Bank Accounts
Greenstar (Leicester Paper Processors) Limited	Large Corporate Services Team The Royal Bank of Scotland Abbey Gardens 4Abbey Street Reading RG1 3BA Sort Code 51-70-15 Account Number 78571499 Account Name Greenstar (LPP) Ltd
Greenstar (Firbank Chiltern) Limited	Natwest 1-7 Manorsfield Bicester Oxon OX26 6DA Sort Code 51-70-15 Account Number 78571634 Account Name Greenstar (Firbank Chiltern) Ltd
Greenstar (M&B) Limited	Natwest 8 Market Place Huddersfield HD1 2AL Sort Code 53-61-07 Account Number 24103004 Account Name M&B Haulage & Waste Paper Ltd (Current)

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Particulars of a mortgage or charge



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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

SCHEDULE 4

INVESTMENTS

Name of Chargor	Investment
Wasteholdco 2 Limited	120,020,000 limited shares of £0 0001 each in Wasteholdco 3 Limited
Wasteholdco 3 Limited	759,796,672 ordinary shares of £0 01 each in Biffa Group Limited
Biffa Limited	441,727,002 shares of £0 0001 each in Biffa Corporate Holdings Limited 1 ordinary share of £1 each in Biffa Shelfco Limited
UK Waste Management Limited	1,500 ordinary shares of £1 each in Pilmar Waste Disposal Limited 151 ordinary shares of £1 each in Lonstan Services Limited
Biffa Waste Management Limited	2 ordinary shares of £1 each in Biffa (Rock Common) Limited 28,050 1 st ordinary shares of £1 each, 26,950 2 nd ordinary shares of £1 each and 45,900 deferred ordinary shares of £1 each in Biffa (Roxby) Limited 250,000 5% deferred shares of £1 each and 250,000 ordinary shares of 10p each in Norwaste Limited 1,551,000 ordinary shares of £1 each in Waste Clearance (Holdings) Limited
Biffa Corporate Holdings Limited	150,100,000 ordinary shares of 1p each in Biffa Waste Limited 275,659,000 ordinary shares of £1 each in Redamation and Disposal Limited 1 ordinary share of £1 in Biffa Leicester Limited 100,000 ordinary shares of £1 each in Hales Waste Control Limited

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Particulars of a mortgage or charge



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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

Name of Chargor	Investment
	1,000 ordinary shares of £1 each and 1,000 deferred shares of £1 each in White Cross Limited
	1 ordinary shares of £1 each in Cressex Insurance Services Limited
	1 ordinary shares of £1 each in Biffa West Sussex Holdco Limited
Reclamation and Disposal Limited	301,459,000 ordinary shares of £1 each in Biffa Holdings Limited
Biffa UK Group Limited	150,000,100 ordinary shares of £1 each in Biffa UK Limited
Biffa (UK) Holdings Limited	326,259,464 ordinary shares of £1 each in UK Waste Management Holdings Limited
UK Waste Management Holdings Limited	10,000 ordinary shares of 1 p each in Photodigit Limited
	2 ordinary shares of £1 each in Practical Recycling Systems Limited
	1,705 'A' shares of £1 each, 1,705 'B' shares of £1 each and 1,056 'C' shares of £1 each in R A Johnson (Haulage) Limited
	164,700 'A' shares of 5p each and 25,300 'D' shares of 5p each in SCS Contractors Limited
	7,500,000 ordinary shares of £1 each in UK Waste Management Limited
	3,000 ordinary shares of £1 each and 3 non voting shares of £1 each in W R Pollard & Son Limited
	100 ordinary shares of £1 each in Waterblast Limited
	2 ordinary shares of £1 each in B Holmes (Graded Papers) Limited

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

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Short particulars

Name of Chargor	Investment
	100 ordinary shares of £1 each in Biffa Waste Management Limited
	27,000 'A' shares of £1 each, 21,600 'B' shares of £1 each, 32,400 'C' shares of £1 each, 32,400 'C' preference shares of £1 each in Clarfield Recycling Limited
	25,000 ordinary shares of £1 each in A Smith & Sons (Waste Disposal) Limited
	10,000 ordinary shares of £1 each in Interport Paper Company Limited
	100 ordinary shares of £1 each in Megastock Limited
Biffa UK Limited	120,000,000 ordinary shares of £1 each in Biffa (UK) Holdings Limited
Biffa Waste Services Limited	100 ordinary shares of £1 each in Biffa Pension Scheme Trustees Limited
	500 ordinary A shares of £1 each and 500 ordinary B shares of £1 each in Biogeneration Limited
Biffa Holdings Limited	8,000 ordinary shares of £1 each in Barge Waste Management Limited
	130 ordinary shares of £1 each in Bushscale Limited
	244,000 ordinary shares of £1 each in Poplars Resource Management Company Limited
	1,000 ordinary shares of £1 each in Richard Biffa (Reclamation) Limited
	1,000 ordinary shares of £1 each in Richard Biffa Limited
	27,500 ordinary shares of £1 each in Biffa Environmental Technology Limited
	503,660,000 ordinary shares of £1 each in Biffa Waste Services Limited
	17,150 ordinary shares of £1 each and 17,150 deferred ordinary shares of £1 each in Descaling Contractors Limited

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

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Short particulars

Name of Chargee	Investment
	536,200 deferred ordinary shares of 1p each and 5,362 ordinary shares of 1p each in Exclusive Cleansing Services Limited
	8 ordinary shares of £1 each in Femmead Limited
	100 shares in Island Waste Services Limited
	35,245 ordinary shares of £1 each and 6,786 'A' shares of £1 each in M Joseph & Son (Birmingham) Limited
Biffa Group Limited	351,278,619 ordinary shares of £0.10 each in Biffa Limited
	116,230,000 ordinary shares of £0.01 each in GSEquityco
Biffa Waste Limited	10 ordinary shares of £1.00 each in Biffa Holdings (Jersey) Limited
Biffa Municipal Limited	200,000 shares of £1.00 each in The Fosse Group Limited
	15,480,000 shares of £1.00 each in Ecovert Limited
	2 shares of £1.00 each in Ecovert DLS Limited
Biffa Polymers Limited	2 shares of £1.00 each in Wespack Limited
Greenstar UK Holdings Limited	727 shares of £1.00 each in Greenstar Environmental Limited
	328 shares of £1.00 each in Greenstar Environmental Recycling Limited

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Particulars of a mortgage or charge



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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

Name of Chargor	Investment
	100 shares of £1 00 each in Andela Products Limited
	7,894,840 shares of £0 10 each in Biffa Municipal Limited
	118 shares of £1 00 each in Biffa Polymers Limited
	100 shares of £1 00 in Wastelink Services Limited
	500 shares of £1 00 each in Greenstar (M&B) Limited
	100 shares of £1 00 each in Greenstar (Firbank Chiltern) Limited
	1000 shares of £1 00 each in Greenstar (Leicester Paper Processors) Limited
Greenstar Environmental Limited	1 share of £1 00 in MRL (Scotland) Limited
	9050 shares of £1 00 each in Greenstar (Waste Services) Limited
GS Acquisitions Limited	138 shares of £1 00 each in Greenstar (R U Recycling) Limited
	78,500,000 shares of £1 00 each in Greenstar Holdings Limited
GSEquityco	1 share of £1 00 each in GS Acquisitions Limited

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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	<table border="1"> <thead> <tr> <th data-bbox="560 465 767 495">Name of Chargor</th> <th data-bbox="1102 465 1235 495">Investment</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 510 719 539">Greenstar Holdings Limited</td> <td data-bbox="922 539 1410 600">851,400 shares of £1 00 each in Greenstar UK Holdings Limited</td> </tr> <tr> <td></td> <td data-bbox="922 663 1410 723">204 shares of £1 00 each in Materials Recovery Nominees Limited</td> </tr> <tr> <td data-bbox="411 752 815 781">Greenstar (Firbank Chiltern) Limited</td> <td data-bbox="922 786 1410 846">2 shares of £1 00 each in Chiltern Supplies Limited</td> </tr> <tr> <td></td> <td data-bbox="922 909 1410 969">2 shares of £1 00 each in Chiltern Skip Hire Limited</td> </tr> <tr> <td data-bbox="411 999 836 1028">Materials Recovery Nominees Limited</td> <td data-bbox="922 1028 1410 1088">244,425 A ordinary shares of £1 00 each in Greenstar UK Holdings Limited</td> </tr> <tr> <td></td> <td data-bbox="922 1151 1410 1211">850 B ordinary shares of £1 00 each in Greenstar UK Holdings Limited</td> </tr> <tr> <td data-bbox="400 1240 746 1270">Biffa Holdings (Jersey) Limited</td> <td data-bbox="922 1240 1410 1301">284,000,100 ordinary shares of £1 00 each in Biffa UK Group Limited</td> </tr> <tr> <td></td> <td data-bbox="922 1301 1410 1361">95,000,100 ordinary shares of £1 00 each in Biffa (UK) Holdings Limited</td> </tr> </tbody> </table>		Name of Chargor	Investment	Greenstar Holdings Limited	851,400 shares of £1 00 each in Greenstar UK Holdings Limited		204 shares of £1 00 each in Materials Recovery Nominees Limited	Greenstar (Firbank Chiltern) Limited	2 shares of £1 00 each in Chiltern Supplies Limited		2 shares of £1 00 each in Chiltern Skip Hire Limited	Materials Recovery Nominees Limited	244,425 A ordinary shares of £1 00 each in Greenstar UK Holdings Limited		850 B ordinary shares of £1 00 each in Greenstar UK Holdings Limited	Biffa Holdings (Jersey) Limited	284,000,100 ordinary shares of £1 00 each in Biffa UK Group Limited		95,000,100 ordinary shares of £1 00 each in Biffa (UK) Holdings Limited
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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

SCHEDULE 5

INSURANCES

Name of Chargor	Insurances
Biffa Limited	QBE Insurance (Europe) Limited Policy no 01515001/2011#59
	Chartis Europe Limited Policy no 13000358
Biffa Group Limited	Bray Insurance Company Ltd Policy no BRAY012012
	Chartis Europe Ltd Policy no 12884A12
	QBE Insurance (Europe) Limited Policy no PA04280446
	Bray Insurance Company Ltd Policy no BIC201213PL
	Bray Insurance Company Ltd Policy no BIC201213
	Bray Insurance Company Ltd Policy no BICEL20122013

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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

SCHEDULE 6

SPECIFIED INTELLECTUAL PROPERTY

Name of Chargor	Trademark	Country	Application/ Registration Number
Biffa Waste Services Limited	WASTE-SAFE (word and design)	United Kingdom	2418423B
Biffa Waste Services Limited	WASTE-SAFE (word only)	United Kingdom	2418423A
Biffa Waste Services Limited	BIFFA (word only)	United Kingdom	2389970
Biffa Waste Services Limited	BIFFA WASTEBAG (word only)	United Kingdom	2366637
Biffa Waste Services Limited	BIFFA SKIPBAG (word only)	United Kingdom	2366636
Biffa Waste Services Limited	HALES SKIPBAG HALES SKIPBAG (word and design)	United Kingdom	2288165
Biffa Waste Services Limited	Biffaward Biffaward (word and design)	United Kingdom	2177054
Biffa Waste Services Limited	Biffpack Biffpack (word and design)	United Kingdom	2139943
Biffa Waste Services Limited	BACKTRACK (word only)	United Kingdom	1523392
Biffa Waste Services Limited	HALES WASTE CONTROL (word and design)	United Kingdom	1510747
Biffa Waste Services Limited	HALES WASTE CONTROL WASTE-SAFE (word and design)	United Kingdom	1510308
Biffa Waste Services Limited	BIFFA (word only)	United Kingdom	1391830

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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

Name of Chargor	Trademark	Country	Application/ Registration Number
Biffa Waste Services Limited	WASTEATER (word only)	United Kingdom	1384397
Biffa Waste Services Limited	HAZWASTE (word only)	United Kingdom	1326982
Biffa Waste Services Limited	BIFFA (word only)	United Kingdom	1296479
Biffa Waste Services Limited	WASTEATER (word only)	United Kingdom	1131765
UK Waste Management Limited	HAZPAK (word only)	United Kingdom	1482088
Biffa Waste Services Limited	BIFFA (red/white logo)	Community TM	9956831
Biffa Waste Services Limited	The Power behind Waste logo (black/red)	Community TM	8850001
Biffa Waste Services Limited	The Power behind Waste logo (grey/red)	Community TM	8880361
Biffa Municipal Limited	Verdant	United Kingdom	2319395
Biffa Municipal Limited	Verdant (+ device)	United Kingdom	2319358
Biffa Municipal Limited	Green Waste Club (+ device)	United Kingdom	2439286

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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

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 *Freshfields Bruckhaus Deringer LLP* 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	Barbara Mollin (121785 0341)
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000
	Certificate
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.	
	Checklist
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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 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	

PROFORMA

Company Number: 03650457

Company Name: BIFFA UK GROUP LIMITED

Contact Name/ Organisation: Barbara Mollin, Freshfields Bruckhaus Deringer LLP

Address 65 Fleet Street, London, EC4Y 1HS

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☒

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☐

Date charge presented (applies to MG09/LL MG09) ☐

☐

Date of execution (applies to MG09/LL MG09) ☐

☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

☐

Jurisdiction (applies to MG09/LL MG09) ☐

☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01)

(Please give the instructions in the box below)

Please amend Section 3 (*Description*) of the MG01 form so that the reference to "*a security agreement dated 30 January 2013*" is deleted and replaced with the words "*a debenture dated 30 January 2013*".



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3650457
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JANUARY
2013 AND CREATED BY BIFFA UK GROUP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
GROUP COMPANY OR DEBTOR TO ANY CREDITOR ON ANY
ACCOUNT WHATSOEVER AND ALL OTHER MONIES DUE OR
TO BECOME DUE FROM ANY DEBTOR TO ANY SECURED
CREDITOR ON ANY ACCOUNT WHATSOEVER AND ALL OTHER
MONIES DUE OR TO BECOME DUE 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 12 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 FEBRUARY
2013

