

## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

TUESDAY



Page 1

The assistance is for the purpose of ~~WasteAcquisitionco~~ [reducing or discharging a liability incurred for the purpose of that acquisition] † (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is Please see Appendix B

The assistance is to be given to (note 2) WasteAcquisitionco Limited  
(company number 06409675) whose registered office is at Coronation Road,  
Cressex, High Wycombe, Buckinghamshire, HP12 3TZ

The assistance will take the form of

Please see Appendix C

The person who [has acquired] ~~WasteAcquisitionco~~ † the shares is  
WasteAcquisitionco Limited (company number 06409675) whose registered office  
is at Coronation Road, Cressex, High Wycombe, Buckinghamshire, HP12 3TZ

† delete as appropriate

The principal terms on which the assistance will be given are

Please see Appendix D

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ Please see Appendix E

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Within 8 weeks of the date her eof

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

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

\* delete either (a) or (b) as appropriate

(a) ~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]~~\* (note 3)

[illegible]

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at One Silk Street  
EC2Y 8HQ

**Declarants to sign below**

	Day	Month	Year
on	1   9	0   6	2   0   0   8

before me Allen Clarke

**A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths**

K.W.M.  
~~Orientation~~  
Mickelson  
Tim Lott

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

**The Registrar of Companies**  
**Companies House**  
**Crown Way**  
**Cardiff**  
**CF14 3UZ**

or, for companies registered in Scotland -

**The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB**

**Appendices to Companies Form No. 155(6)(b) dated 19 June 2008**  
**Declaration in relation to assistance**  
**for the acquisition of shares in respect of assistance to be given by**  
**UK Waste Management Holdings Limited (Company Number 02536345)**

In this Statutory Declaration the following expressions have, unless otherwise defined, the following meanings (and for the avoidance of doubt, terms defined in any Appendix to this Statutory Declaration have the same meaning in any other Appendix, unless the context otherwise requires)

**"Additional Guarantor"** has the meaning given to it in the Facility Agreements

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

**"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*) to the Debenture, if any

**"BL"** means Biffa Limited a company incorporated under the laws of England and Wales with registered number 04081901

**"Bonding Documents"** means

- (a) any Bonding Facility Agreement,
- (b) the Indemnity and all counter-indemnity agreements in respect of the Supplemental Bonding Facility Agreements (if any), and
- (c) any other document or agreement evidencing the Liabilities owed by any member of the Group to a Bonding Provider

**"Bonding Facility Agreement"** means the Original Bonding Facility Agreement and/or any Supplemental Bonding Facility Agreement

**"Bonding Liabilities"** means the Liabilities owed by any member of the Group to the Bonding Providers under or in connection with the Bonding Documents up to a maximum aggregate principal amount of £110,000,000

**"Bonding Providers"** has the meaning given to it in the Intercreditor Agreement

**"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

**"Borrower"** has the meaning given to it in the Facility Agreements

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Debenture

**"Chargor"** has the meaning given to it in the Debenture

**"Company Debt Documents"** means

- (a) the Parent Loan Agreement, and
- (b) any other document or agreement evidencing the Liabilities owed by any Obligor to the Parent

**"Company Loan Agreement"** means any loan agreement documenting a loan made by a Chargor to any other member of the Group

**"Creditor"** has the meaning given to it in the Intercreditor Agreement

**"Delegate"** means a delegate or sub-delegate appointed under Clause 18 2 (*Delegation*) of the Debenture

**"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, charge 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

**"Document"** means the Intercreditor Finance Documents and the Subordinated Documents

**"Facility Agreements"** means the Senior Facilities Agreement and the Mezzanine Facility Agreement

**"Finance Documents"** means the Senior Finance Documents and the Mezzanine Finance Documents

**"Finance Parties"** means the Senior Finance Parties and the Mezzanine Finance Parties

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Group"** means WasteAcquisitionco and each of its Subsidiaries for the time being, subject to Clause 26 10 (*Unrestricted Subsidiary*) of the Senior Facilities Agreement and Clause 21 10 (*Unrestricted Subsidiary*) of the Mezzanine Facility Agreement

**"Hedge Counterparty"** has the meaning given to it in the Intercreditor Agreement

**"Hedging Documents"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by WasteAcquisitionco 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 and, as the case may be, the Mezzanine Facility in accordance with the Hedging Letter delivered to the Senior Agent under Clause 4 1 (*Initial conditions precedent*) of the Senior Facilities Agreement

**"Hedging Letter"** has the meaning given to it in the Facility Agreements

**"Hedging Liabilities"** means the Liabilities owed by any Obligor to the Hedge Counterparties under or in connection with the Hedging Documents

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

**"Indemnity"** has the meaning given to it in the Original Bonding Facility Agreement

**"Insurances"** of a 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*) to the Debenture, if any

**"Intellectual Property"** of a Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

**"Intercreditor Finance Documents"** has the meaning given to "Finance Documents" in the Intercreditor Agreement

**"Intra-Group Lenders"** has the meaning given to it in the Intercreditor Agreement

**"Intra-Group Loans"** means any loan made between one member of the Group and another member of the Group

**"Issuing Bank"** has the meaning given to it in the Senior Facilities Agreement

**"Insolvency Representative"** means any liquidator, administrator, receiver, receiver and manager, administrative receiver, custodian, trustee or similar officer in any jurisdiction.

**"Investments"** of a Chargor means those investments listed opposite its name in Schedule 5 (*Investments*) to the Debenture (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

**"Liabilities"** means all present and future liabilities and obligations at any time of any Obligor to any Creditor, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any relevant Document together with any related interest, fees and costs,
- (c) any claim for damages or restitution, and
- (d) any claim as result of any recovery by any Obligor (or an Insolvency Representative of any Obligor) of a payment or discharge on the grounds of preference,

## **Biffa Waste Limited**

and any amounts which would be included in any of the above but for any discharge, non provability or unenforceability of those amounts in any insolvency or other proceedings, subject, in the case of the Pensions Secured Liabilities, to the maximum aggregate amount contained in Clause 5.4 (*Guarantee*) of the Intercreditor Agreement

**"Mezzanine Agent"** has the meaning given to the term "Agent" in the Mezzanine Facility Agreement

**"Mezzanine Facility"** means the mezzanine loan facility made available under the Mezzanine Facility Agreement

**"Mezzanine Finance Documents"** has the meaning given to the term "Finance Documents" in the Mezzanine Facility Agreement

**"Mezzanine Finance Parties"** has the meaning given to the term "Finance Parties" in the Mezzanine Facility Agreement

**"Mezzanine Lenders"** has the meaning given to the term "Lenders" in the Mezzanine Facility Agreement

**"Mezzanine Obligors"** means the Borrower and each Guarantor under, and as defined in, the Mezzanine Facility Agreement

**"Obligors"** means the Senior Obligors and the Mezzanine Obligors

**"Original Bonding Facility Agreement"** means the bonding facility agreement dated 15 April 2008 and made between WasteAcquisitionco and the Original Bonding Provider

**"Original Bonding Provider"** means Zurich GSG Limited and Zurich Insurance Company (and any Affiliate of Zurich GSG Limited which has executed a deed of accession in substantially the form set out in Schedule 2 (*Form of Lender Accession Undertaking*) to the Intercreditor Agreement and delivered the same to the Security Agent) as provider of bonding facilities to WasteAcquisitionco or any other member of the Group pursuant to the Original Bonding Facility Agreement

**"Parent"** means WasteShareholderco 2, an exempted company incorporated in the Cayman Islands (registration number WK-203088)

**"Parent Loan Agreement"** means the documents evidencing the loan between the Parent and WasteAcquisitionco delivered to the Senior Agent under Clause 4.1 (*Initial conditions precedent*) of the Senior Facilities Agreement

**"Participating Company"** means any member of the Group that is a participating employer in the Biffa Pension Scheme

**"Pensions Documents"** means

- (a) the Pensions Memorandum of Understanding, and
- (b) any other document or agreement evidencing the Pension Liabilities owed by any Participating Company to the Pensions Trustee

**"Pensions Finance Documents"** means the Intercreditor Agreement and the Security Documents

**"Pensions Liabilities"** means all present and future liabilities and obligations at any time of any Participating Company to the Pensions Trustee (including any liabilities and obligations under the Pensions Documents), both actual and contingent and whether incurred solely or jointly or in any

other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any relevant Pensions Document together with any related interest, fees and costs,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Participating Company (or an Insolvency Representative of any Participating Company) of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non provability or unenforceability of those amounts in any insolvency or other proceedings

**"Pensions Memorandum of Understanding"** means the pensions memorandum of understanding dated 4 February 2008 and made between WasteAcquisitionco and the Pensions Trustee

**"Pensions Secured Liabilities"** means the Liabilities owed by any Obligor to the Pensions Trustee pursuant to Clause 5.4 (*Guarantee*) of the Intercreditor Agreement up to a maximum aggregate principal amount of £30,000,000

**"Pensions Trustee"** has the meaning given to it in the Intercreditor Agreement

**"Permitted Disposal"** has the meaning given to it in the Facility Agreements

**"Permitted Security"** has the meaning given to it in the Facility Agreements

**"Priority Creditors"** means the Senior Creditors and the Mezzanine Finance Parties

**"Quasi Security"** has the meaning given to it in the Facility Agreements

**"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

**"Secured Documents"** means

- (a) the Finance Documents,
- (b) the Hedging Documents,
- (c) the Bonding Documents, and
- (d) the Pensions Finance Documents

**"Secured Liabilities"** means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to the Secured Parties under or in connection with any Secured Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) subject, in the case of the Bonding Liabilities and the Pensions Secured Liabilities, to the maximum aggregate amount

contained in the definition of "Bonding Liabilities" in the Intercreditor Agreement and Clause 5.4 (*Guarantee*) of the Intercreditor Agreement respectively

**"Secured Parties"** means the Security Agent, any Receiver or Delegate, the Senior Agent, the Mezzanine Agent and the Priority Creditors from time to time

**"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 Agent"** has the meaning given to it in the Facility Agreements

**"Security Documents"** means the documents under which the Security is provided to the Security Agent is granted in accordance with the Security Principles

**"Security Principles"** has the meaning given to it in the Facility Agreements

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

**"Senior Creditors"** means the Senior Finance Parties, the Hedge Counterparties, the Bonding Provider and the Pensions Trustee

**"Senior Finance Documents"** has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement

**"Senior Finance Parties"** has the meaning given to the term "Finance Parties" in the Senior Facilities Agreement

**"Senior Lenders"** has the meaning given to the term "Lenders" in the Senior Facilities Agreement

**"Senior Obligors"** means the Borrowers and each Guarantor under, and as defined in, the Senior Facilities Agreement

**"Specified Intellectual Property"** means the Intellectual Property listed in Schedule 7 (*Specified Intellectual Property*) to the Debenture

**"Subordinated Documents"** means

- (a) the Company Debt Documents, and
- (b) the Intra-Group Loans

**"Subsidiary"** means in relation to any company, corporation or other legal entity (a **"holding company"**), a company, corporation or other legal entity

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

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

**"Supplemental Bonding Facility Agreements"** has the meaning given to it in the Intercreditor Agreement

**"Term Facilities"** has the meaning given to it in the Senior Facilities Agreement

***Biffa Waste Limited***

**“UKWMHL”** means UK Waste Management Holdings Limited a company incorporated under the laws of England and Wales with registered number 02536345

**“WasteAcquisitionco”** means WasteAcquisitionco Limited a company incorporated under the laws of England and Wales with registered number 06409675

**Appendix A to Companies Form No. 155(6)(b) dated 19 June 2008**  
**Declaration in relation to assistance**  
**for the acquisition of shares in respect of assistance to be given by**  
**UK Waste Management Holdings Limited (Company Number 02536345)**

**Names and addresses of Directors**

Timothy Walter John Lowth

100 Kidmore Road  
Caversham  
Reading  
Berkshire  
RG4 7NB

Nicholas Gregg

Park Farm  
Ribbesford  
Bewdley  
Worcestershire  
DY12 2TW

David Robert Knott

2 Fiery Hill Drive  
Barnt Green  
Birmingham  
West Midlands  
B45 8SZ

Keith Woodward

223 Lauderdale Tower  
Barbican  
London  
EC2Y 8BY

**Appendix B to Companies Form No. 155(6)(b) dated 19 June 2008  
Declaration in relation to assistance  
for the acquisition of shares in respect of assistance to be given by  
UK Waste Management Holdings Limited (Company Number 02536345)**

**The number and class of the shares acquired or to be acquired is:**

Ordinary Shares of 10p each	351,278,619
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**Appendix C to Companies Form No. 155(6)(b) dated 19 June 2008**  
**Declaration in relation to assistance**  
**for the acquisition of shares in respect of assistance to be given by**  
**UK Waste Management Holdings Limited (Company Number 02536345)**

- 1** The assistance will take the form of the execution, delivery and performance by UKWMHL of its obligations under the following documentation (as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time)
- (a) a senior facilities agreement dated 15 April 2008 as amended by an amendment agreement dated 4 June 2008 made between, amongst others, WasteAcquisitionco, Bank of Scotland plc, Barclays Capital, the investment banking division of Barclays Bank PLC, Credit Suisse, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as joint mandated lead arrangers, the Senior Agent, the Issuing Bank and the Security Agent (the **"Senior Facilities Agreement"**),
  - (b) a mezzanine facility agreement dated 15 April 2008 as amended by amendment agreements dated 30 April 2008 and 4 June 2008 made between, amongst others, WasteAcquisitionco, Bank of Scotland plc, Barclays Capital, the investment banking division of Barclays Bank PLC, Credit Suisse, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as joint mandated lead arrangers, the Mezzanine Agent and the Security Agent (the **"Mezzanine Facility Agreement"**),
  - (c) an intercreditor agreement dated 15 April 2008 as amended by an amendment agreement dated 30 April 2008 made between, amongst others, WasteAcquisitionco, Wasteshareholderco2, the Senior Agent, the Mezzanine Agent, the Security Agent and certain other entities as Senior Lenders, Mezzanine Lenders, Hedge Counterparties, Intra-Group Lenders, Bonding Providers and Pensions Trustee (the **"Intercreditor Agreement"**),
  - (d) a debenture to be executed by, amongst others, UKWMHL as a Chargor in favour of the Security Agent on or about 19 June 2008 (the **"Debenture"**),
  - (e) an intra-group funding agreement to be executed by, amongst others, WasteAcquisitionco and UKWMHL on or about 19 June 2008 (the **"Intra-Group Funding Agreement"**)
- 2** By entering into
- (a) a deed of accession to be entered into between UKWMHL and WasteAcquisitionco on or about 19 June 2008 pursuant to which UKWMHL will accede as an Additional Guarantor to the Senior Facilities Agreement (the **"Senior Deed of Accession"**),
  - (b) a deed of accession to be entered into between UKWMHL and WasteAcquisitionco on or about 19 June 2008 pursuant to which UKWMHL will accede as an Additional Guarantor to the Mezzanine Facility Agreement (the **"Mezzanine Deed of Accession"**),

- (c) a deed of accession to be entered into between UKWMHL and the Security Agent on or about 19 June 2008 pursuant to which UKWMHL will accede as an Obligor and an Intra-Group Lender to the Intercreditor Agreement (the "**Intercreditor Deed of Accession**"),
- (d) the Debenture, and
- (e) the Intra-Group Funding Agreement,

(together, the "**Assistance Documents**") UKWMHL is, in part, providing guarantees in respect of, agreeing to make an upstream loan to repay and providing security in relation to a liability assumed by WasteAcquisitionco to pay the consideration for the acquisition, by WasteAcquisitionco, of the entire issued share capital of BL (the "**Acquisition**")

- 3** The assistance will also take the form of payments which UKWMHL may, from time to time, be required to pay to discharge fees, costs and expenses associated with the Assistance Documents (including any costs and expenses associated with any enforcement by any party of its rights thereunder, including, but not limited to, legal, accountancy and other professional fees (such costs and expenses being the "**Associated Costs**"))

**Appendix D to Companies Form No. 155(6)(b) dated 19 June 2008**  
**Declaration in relation to assistance**  
**for the acquisition of shares in respect of assistance to be given by**  
**UK Waste Management Holdings Limited (Company Number 02536345)**

- 1 By entering into the Senior Deed of Accession and acceding to the Senior Facilities Agreement, UKWMHL will irrevocably and unconditionally, jointly and severally amongst other things
  - (a) guarantee to the Senior Finance Parties punctual performance by each other Senior Obligor of all that Senior Obligor's obligations under the Senior Finance Documents,
  - (b) undertake with each Senior Finance Party that whenever another Senior Obligor does not pay any amount due under or in connection with any Senior Finance Document to immediately pay on demand that amount as if it were the principal obligor,
  - (c) indemnify each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Senior Finance Party would otherwise have been entitled to recover,
  - (d) make certain representations and warranties to each Senior Finance Party as set out in Clause 25 (*Representations*) of the Senior Facilities Agreement, and
  - (e) undertake to comply with certain general undertakings set out in Clause 28 (*General Undertakings*) of the Senior Facilities Agreement, including undertakings not to create or permit to subsist any security over any of its assets and not to dispose of any of its assets (in each case, subject to certain exceptions)
- 2 By entering into the Mezzanine Deed of Accession and acceding to the Mezzanine Facility Agreement, UKWMHL will irrevocably and unconditionally, jointly and severally amongst other things
  - (a) guarantee to the Mezzanine Finance Parties punctual performance by each other Mezzanine Obligor of all that Mezzanine Obligor's obligations under the Mezzanine Finance Documents,
  - (b) undertake with each Mezzanine Finance Party that whenever another Mezzanine Obligor does not pay any amount due under or in connection with any Mezzanine Finance Document to immediately pay on demand that amount as if it were the principal obligor,
  - (c) indemnify each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Mezzanine Finance Party would otherwise have been entitled to recover,

- (d) make certain representations and warranties to each Mezzanine Finance Party as set out in Clause 20 (*Representations*) of the Mezzanine Facility Agreement, and
  - (e) undertake to comply with certain general undertakings set out in Clause 23 (*General Undertakings*) of the Mezzanine Facility Agreement, including undertakings not to create or permit to subsist any security over any of its assets and not to dispose of any of its assets (in each case, subject to certain exceptions)
- 3** By entering into the Intercreditor Deed of Accession and acceding to the Intercreditor Agreement, UKWMHL will, amongst other things
  - (a) regulate any claim it may have against certain of the other parties to the Intercreditor Agreement,
  - (b) guarantee and indemnify the Pensions Trustee in respect of payment in full of the Pensions Liabilities and guarantee and indemnify each Hedge Counterparty in respect of payment in full of the Hedging Liabilities,
  - (c) agree to subordinate its rights under the Intra-Group Funding Agreement and other intercompany indebtedness to the rights of the Senior Finance Parties, Mezzanine Finance Parties, Bonding Providers and Pensions Trustee,
  - (d) make certain representations and warranties to the other parties to the Intercreditor Agreement, and
  - (e) comply with certain general undertakings, including an undertaking not to create or permit to subsist any security over any assets (subject to certain exceptions)
- 4** By entering into the Debenture, UKWMHL will, amongst other things
  - (a) undertake (as primary obligor and not merely as surety), on the Security Agent's written demand, to pay the Secured Liabilities when due in accordance with the terms of the relevant Secured Documents,
  - (b) with full title guarantee and as security for the payment or discharge of all Secured Liabilities, assign to the Security Agent
    - (i) all of its rights, title and interest from time to time in respect of the Insurances listed in Schedule 6 (*Insurances*) to the Debenture, if any, and
    - (ii) all of its rights, title and interest in respect of any Company Loan Agreement
  - (c) with full title guarantee and as security for the payment or discharge of all Secured Liabilities, charge in favour of the Security Agent
    - (i) 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 Debenture, in each case as described in Schedule 3 (*Registered Real Property to be mortgaged*) to the Debenture,
    - (ii) 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
    - (iii) by way of first fixed charge all

- A.** 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 (*Assignments*) of the Debenture,
- B.** Bank Accounts in which it now or in the future has an interest,
- C.** Investments which are now its property, including all proceeds of sale derived from them,
- D.** Investments in which it may in future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- E.** Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Investments,
- F.** Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Investments,
- G.** its uncalled capital and goodwill,
- H.** Specified Intellectual Property belonging to it,
- I.** 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,
- J.** 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,
- K.** plant and machinery now or in future attached to any Real Property (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 2 of the Debenture),
- L.** 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 mortgage or licence relating to Real Property,
- M.** 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 Debenture,
- N.** 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 Debenture, and
- O.** rights, money or property accruing or payable to it now or in the future 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 provisions of Clause 3 2 (*Creation of fixed charge*) of the Debenture,

- (d) with full title guarantee and as security for the payment or discharge of all Secured Liabilities, charge 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 Debenture or effectively charged by any fixed Charge contained in Clause 3 2 (*Creation of fixed charge*) of the Debenture, including any assets comprised within a charge which is reconverted under Clause 4 6 (*Reconversion*) of the Debenture,
  - (e) with the exception of Permitted Security, not create or permit to subsist any Security or Quasi Security over any of its assets,
  - (f) with the exception of a Permitted Disposal, not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any asset,
  - (g) at its own expense, promptly do whatever the Security Agent reasonably requires
    - (i) (subject to Clause 7 2 of the Debenture) to perfect, protect (and in relation to Book Debts, enhance) the Charges or the priority of the Charges,
    - (ii) (subject to Clause 7 2 of the Debenture) to perfect and protect any Security intended to be conferred by or pursuant to the Debenture, and
    - (iii) 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, and
  - (h) comply with certain other general undertakings
- 5** By entering into the Intra-Group Funding Agreement, UKWMHL may lend funds at any time to any of the borrowers under the Intra-Group Funding Agreement
- 6** UKWMHL may, from time to time, be required to pay and discharge the Associated Costs
- 7** The obligations of UKWMHL as described in this Appendix D continue in relation to each of the Assistance Documents as amended, modified, varied and/or restated from time to time

**Appendix E to Companies Form No. 155(6)(b) dated 19 June 2008**  
**Declaration in relation to assistance**  
**for the acquisition of shares in respect of assistance to be given by**  
**UK Waste Management Holdings Limited (Company Number 02536345)**

- 1** The amount of cash to be transferred to the person assisted is any amounts lent under the Intra-Group Funding Agreement

The Directors  
Biffa Waste Limited  
Coronation Road, Cressex,  
High Wycombe,  
Buckinghamshire,  
HP12 3TZ

11 June 2008

Dear Sirs

**Report of the Independent Auditor to the directors of Biffa Waste Limited (the "Company")  
pursuant to Section 156(4) of the Companies Act 1985**

We report on the attached statutory declaration dated 11 June 2008, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company's subsidiary undertaking, UK Waste Management Holdings Limited, should give financial assistance for the purchase of 351,278,619 of the ordinary shares of 10p each of the Company's ultimate holding company, Biffa Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

**Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

*PricewaterhouseCoopers LLP*

PricewaterhouseCoopers LLP  
Chartered Accountants and Registered Auditors