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COMPANIES FORM No. 403a Declaration of satisfaction in full or in part of mortgage or charge

403a

CHFP025

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

4

00033672

Name of company

Wheelabrator Group Limited (the "Pledgor")

* Insert full name
of company

I, ANDREW JAMES MATSUYAMA
of 2652 South Nelson Court, Lakewood, Colorado 80227, USA

† Delete as
appropriate

[a director] ~~XXXXXX~~ † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in (full) ~~XXXX~~ †

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc

Date and Description of charge ‡ 12/10/2005 - Share Account Pledge Agreement

Date of Registration § 27/10/2005

Name and address of [chargee] ~~XXXXXX~~ Bank of Scotland
565 Fifth Avenue, New York, New York 10017, USA (the "Collateral Agent")

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged ø Please see attached schedule.

ø Insert brief
details of
property

And I 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 White & Case LLP
[Signature]

Declarant to sign below

Day Month Year

on

1	7	0	9	2	0	0	8
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before me [Signature]

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

Presenter's name, address and
reference (if any)

White & Case LLP
5 Old Broad Street
London EC2N 1DW
SK- 1153882-0003

For official use
Mortgage section

Post room

THURSDAY



A23 *AECG838Z* 18/09/2008 190
COMPANIES HOUSE

Notes

The address for companies registered in England and Wales or Wales is -

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

Schedule to Form 403a – short particulars of property charged

**Wheelabrator Group Limited (#00033672) –
Share Account Pledge Agreement dated 12/10/2005, registered 27/10/2005**

The Pledgor pledges the Pledged Account to the Collateral Agent

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All financial instruments of the Pledgor registered on the Share Account, those which are substituted for and complete them in any manner, as well as all dividends, interest and distributions received or to be received by the Pledgor in respect of its Shareholders Interest and which are credited to the Cash Account when paid in cash, are also pledged to the Collateral Agent

At any time prior to an Event of Default, the Pledgor is entitled to withdraw from the Cash Account and utilize any proceeds related to the Shares

At any time after an Event of Default and as long as such event of Default subsists, and upon receipt of a notice by the Collateral Agent to the bank holding the Cash Account and the Pledgor, the Cash Account shall be blocked until the Collateral Agent notifies such persons that the Event of Default is no longer continuing or has been waived

The Pledgor undertakes that it

- (a) shall not allow any other security interest to be created or remain on its Pledged Account or Shareholder Interest,
- (b) shall procure that the Company credits to the Share Account any Shareholder Interest attributed to or acquired by it as constituting ownership interests in the Company or any legal entity resulting from the transformation or merger of the Company,
- (c) shall not exercise any voting rights attached to its Shareholder Interest in a way which may materially impair the rights of the Collateral Agent under the Pledge,
- (d) shall make reasonable efforts in order to obtain all necessary consents, approvals and authorisations from any relevant authorities necessary to permit the exercise of the Bank's rights under the Pledge;
- (e) shall not credit or debit the Share Account or the Cash Account, except as permitted by the Pledge,
- (f) shall not dispose of part or whole of the Shareholder Interest without the prior written consent of the Collateral Agent.

Definitions

"Cash Account" means the special bank account that will be opened in the books of a bank in the name of the Pledgor and which is part of the Pledged Account, pursuant to articles L 431-4 of the French Monetary and Financial Code,

"Company" means Matrasur Composites SAS, a French societe par actions simplifiee, with a share capital of Euro 926,905 whose registered office is located at Hameau de Beauvert, 91460 Marcoussis, France registered with the Evry's Companies and Trade Registry under the number 420 865 313,

"Event of Default" has the meaning given to it in the Financing Agreement,

"Financing Agreement" means the amended and restated financing agreement dated 4 October 2005 and made between, amongst others, the Lenders and the Pledgor, as such financing agreement is amended and restated, varied, supplemented, novated or replaced from time to time,

"Lenders" means Bank of Scotland and the other lenders from time to time a party to the Financing Agreement,

"Loan Documents" has the meaning ascribed to it in the Financing Agreement,

"Pledged Account" means the Share Account together with the Cash Account.

"Secured Liabilities" means all present and future payment obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to the Lenders under the Financing Agreement c) and/or the Loan Documents together with all costs, charges and expenses incurred by the Lenders in connection with the protection, preservation or enforcement of its rights under the Financing Agreement and/or any Loan Documents

"Shares" means 60,801 shares held by the Pledgor in the capital of the Company and representing 100% of the issued share capital of the Company,

"Share Account" means the share account (compte d'instruments financiers) within the meaning of Article L431-4 of French Monetary & Financial Code (Code monetaire et financier), as opened in the corporate books of the Company in the name of the Collateral Agent to which the Shareholder Interest held by Pledgor is credited in accordance with the terms of the Pledge,

"Shareholder Interest" means, in respect of the Pledgor and at any time until the Pledge is terminated, (i) the Shares, together with, in relation to such shares, all dividends, interest and other distributions which will be paid or payable on, and any proceeds from, the sale, exchange or conversion of, all or any of such shares and all shares, (ii) other securities and the dividends and interest thereon, rights, moneys or property (present or future, actual or contingent) from time to time credited to the Pledgor Account in accordance with the terms of the Pledge