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THE CITY OF LONDON LAW SOCIETY
LAND LAW COMMITTEE
LONG FORM CERTIFICATE OF TITLE
(Sixth Edition 2008 Update)

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relating to property known as Javelin Park, Haresfield

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THE CITY OF LONDON LAW SOCIETY
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To: UBB Waste (Gloucestershire) Limited (Company Number 08301902) (the "**Company**")

and

Bayerische Landesbank, London Branch (acting as Arranging Bank and Original Lender, each as defined in the Common Terms Agreement)

Norddeutsche Landesbank Girozentrale, London Branch (acting as Arranging Bank and Original Lender, each as defined in the Common Terms Agreement)

UK Green Investment Bank plc (acting as Arranging Bank and Original Lender, each as defined in the Common Terms Agreement)

Sumitomo Mitsui Banking Corporation (acting as Arranging Bank and Original Lender, each as defined in the Common Terms Agreement)

Sumitomo Mitsui Banking Corporation (acting as Facility Agent, as defined in the Common Terms Agreement)

Sumitomo Mitsui Banking Corporation Europe Limited (acting as Security Trustee, as defined in the Common Terms Agreement)

(together the "**Banks/Finance Parties**")

Javelin Park, Haresfield

1. RELIANCE ON THIS CERTIFICATE

1.1 This Certificate is addressed to you and is intended solely for your benefit and the Banks/Finance Parties in connection with the Transaction. It is not to be relied upon by any other person or used for any other purpose. The giving of this Certificate shall not create any retainer with the Banks/Finance Parties.

1.2 Clause 1.1 does not prevent this Certificate being disclosed for information purposes only to any third party.

1.3 Any claim in respect of this Certificate may only be brought by or through the agency of any of the parties to whom it is addressed. Where such claim would properly lie also against any other party involved in the provision of information for or otherwise involved in the preparation or approval of this Certificate and such other party has lawfully and effectively limited, excluded or restricted its liability in respect of any such claim then our liability shall not in any circumstances be increased as a consequence of any such limitation, exclusion or restriction and our liability shall be calculated on the basis that no such limitation, exclusion or restriction by such other party is effective.

2. CERTIFICATE

On the basis of and insofar as the same is discoverable from our investigations mentioned in this Certificate, we certify that:

2.1 **Title**

2.1.1 We have investigated the title of the Council to the Property in the knowledge that you are relying on this Certificate for the purpose of the Transaction.

2.1.2 We have:

(a) examined and considered the documents of title and other documents and papers relating to the Property produced to or obtained by us; and

(b) considered the results of the searches and replies to the enquiries made by us as referred to in Schedule 5 Part 5 which, unless we state "not made" in Schedule 5 Part 5, are those which we consider appropriate or necessary in the circumstances of the Transaction and having regard to the nature of the Property.

The information given in this Certificate arises solely from such examination and consideration and the results of such searches and enquiries and (to the extent that these do not disclose such information) from material provided to us by the Council.

2.1.3 Subject to the matters referred to in Schedule 5 Parts 6 and 7C:

(a) in our opinion, the Council has a good and marketable title to the Property and is solely legally and beneficially entitled to the Property;

(b) the details of the Property set out in Schedule 5 Part 1 are complete and accurate in all respects;

(c) if the Council holds the Property under the terms of a lease, the terms of the lease are fairly summarised in Schedule 5 Part 7 and the statements set out in Schedule 3 are complete and accurate in all respects;

(d) the consents of all third parties required before the Property can be effectively charged to the Chargee by way of legal mortgage or fixed charge (brief details of which are summarised in Schedule 5 Part 6) have been obtained and are not subject to onerous or unusual conditions; and

(e) if the Property is freehold, the Property is not registered as a freehold estate in commonhold under Part I of the Commonhold and Leasehold Reform Act 2002.

2.1.4 If the title to the Property is registered at the Land Registry, the Council is registered with the quality of title under the title number referred to in Schedule 5 Part 1. If the title to the Property is not registered then, save as specified in Schedule 5 Part 6, the title commences with a good root of title at least 15 years old where the Property is freehold or commences with the Lease and (where appropriate) continues from a good root of title at least 15 years old where the Property is leasehold.

2.2 **Use**

The Council has told us that the Property is presently used for the Existing Use.