



COMPANIES FORM No. 419a(Scot)

Application for registration of a
memorandum of satisfaction
in full or in part of a registered charge

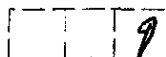
419a

Please do not
write in
this margin

Pursuant to section 419(1)(a) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of companyTo the Registrar of Companies
(Address overleaf)

For official use



Company number

SC069253

Name of company

* Tawse Ellon (Haulage) Limited (the "Chargor")

delete as
appropriateI, ALAN WATERHOUSE
of 3 SIDINGS COURT, WHITE ROSE WAY, DONCASTER DN4 5NU

(the director) (the secretary) (the liquidator) (the receiver) (the administrator) of the company,

do solemnly and sincerely declare that the debt for which the charge described overleaf was given has
been paid or satisfied in [full] ~~(part)~~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 RICHMONDS SOLICITORS
RICHMONDS HOUSE WHITE ROSE WAY
DONCASTER DN4 5SH

Declarant sign below

on

Day	Month	Year
06	01	2005

before me MICHELLE BATTY SOLICITORA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresentor's name address and
reference (if any):Semple Fraser LLP (GLK)
130 St Vincent Street
Glasgow
G2 5HF
GW337

For official use (10/03)

Charges Section

8CT 88YLN2EM 0485
COMPANIES HOUSE 31/01/058CT 8803929B 0145
COMPANIES HOUSE 26/01/05

Particulars of the charge to which the application overleaf refers

Please do not
write in
this margin

Date of creation of the charge

26 August 2004

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

Description of the instrument (if any) creating or evidencing the charge #

Debenture

insert a description
of the instruments
creating or
evidencing the
charge eg
'Charge',
'Debenture' etc

Date of Registration *

1 September 2004

*the date of
registration may
be confirmed from
the certificate

Short particulars of property charged

Please see Paper Apart 2

NB Please see Paper Apart 1 for definitions.

Where a FLOATING CHARGE is being satisfied, the following Certificate MUST be completed:

CERTIFICATE

I DOMENGO ENGLISH
of BARCLAYS BANK PLC

being [the creditor] [a person authorised to act on behalf of the creditor] † entitled to the benefits of
the floating charge specified above certify that the particulars above relating to the charge and its
satisfaction are correct.

†delete as
appropriate

Signature

Date 17/01/05

Note

The address of the Registrar of Companies is:-

Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh or LP - 4 Edinburgh 2

Oyez 7 Spa Road, London SE16 3QQ
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Companies 419a (Scot)

12/2003
COM419a/2

PAPER APART 1

In the following form:

Finance Documents means the Facilities Agreement and all deeds and/or agreements entered into pursuant or supplemental thereto.

Facilities Agreement means the facilities agreement dated 9 June 2003 between, inter alios, Cholet Investments Limited, Cholet Acquisitions Limited, Barclays Capital and Merrill Lynch International, the financial institutions named therein and the Security Agent as amended pursuant to amendment letters dated 11 June 2003 and 11 August 2003, a waiver and amendment letter dated 29 May 2004, and as amended and restated from time to time.

Finance Parties means the Security Agent, Merrill Lynch International, Barclays Capital and other lenders from time to time under the Facilities Agreement.

Floating Charge means the Bond and Floating Charge by Tawse Ellon (Haulage) Limited in favour of Barclays Bank PLC.

Secured Liabilities means all present and future obligations and other liabilities of any nature of the Chargor due, owing or incurred under the Finance Documents to the Security Agent and/or the Finance Parties and/or any receiver (including, without limitation under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisation under the Finance Documents), and whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any receiver actual or contingent, mature or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon.

PAPER APART 2

In the following form:

Leasehold Restricted Properties means any leasehold property held by the Chargor under a lease the terms of which either preclude absolutely the Chargor from creating any security over its leasehold interest in such property or require the consent of any third party prior to the creation of such security where such consent shall not have been previously obtained, and that only until such time as such consent shall have been obtained.

Excluded Insurance means any insurances which relate to any third party liability, employees' liability, public liability or any directors and officers insurance.

The property charged is the whole of the property, assets and undertaking both present and future (including uncalled capital) from time to time of the Chargor (other than the Leasehold Restricted Properties and any Excluded Insurance in each case in so far as they relate to the Chargor).