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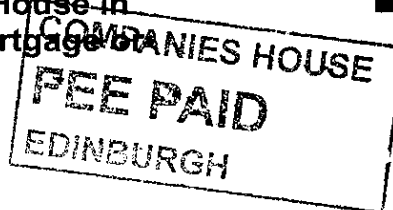
COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

CHWP000

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge



Please do not
write in
this margin

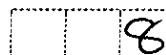
Pursuant to section 410 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



SC069253

Name of company

* insert full name
of company

* TAWSE ELLON (HAULAGE) LIMITED, GREENGAIRS LANDFILL, MEIKLE DRUMGRAY ROAD,
GREENGAIRS, AIRDRIE ML6 7TD ("THE CHARGOR")

Date of creation of the charge (note 1)

26 AUGUST 2004

Description of the instrument (if any) creating or evidencing the charge (note 1)

BOND AND FLOATING CHARGE

Amount secured by the charge

THE SECURED LIABILITIES (SEE PAPER APART 1)

Names and addresses of the persons entitled to the charge

BARCLAYS BANK PLC (COMPANY NUMBER 01026167), 54 LOMBARD STREET, LONDON,
EC3P 3AH ("THE SECURITY AGENT")

Presentor's name address telephone
number and reference (if any):

BRODIES LLP
LCH.DRS.KPDS.WAS.5.1
15 ATHOLL CRESCENT
EDINBURGH EH3 8HA

For official use
Charges Section

Post room



SEE PAPER APART 2

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

SEE PAPER APART 3

[illegible]

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.
(See Note 5)**

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording / registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and / or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to Companies House.

6. The address of the Registrar of Companies is:-

Companies House
37 Castle Terrace
Edinburgh EH1 2EB

DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as appropriate

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).

PAPER APART 3

In the following form:

Debenture means the debenture entered into by, inter alios the Chargor in favour of the Security Agent dated on or around the date hereof and forming part of the Finance Documents.

Fixed Security shall have the meaning given to it in Section 486 of the Companies Act 1985.

This Standard Security ranks in priority to any Fixed Security or any other floating charge other than any Fixed Security or Floating Charge in favour of the Security Agent.

The Chargor shall not, without the prior written consent of the Security Agent, create or permit to exist any Fixed Security or floating charge over all or any part of the Assets other than a security which is permitted in terms of the Facility Agreement.

This Floating Charge shall rank ahead of the floating charge constituted by the Debenture for all purposes and at all times.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 69253

I hereby certify that a charge created by

TAWSE ELLON (HAULAGE) LIMITED

on 26 AUGUST 2004

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of BARCLAYS BANK PLC

was delivered pursuant to section 410 of the Companies Act, 1985,
on 1 SEPTEMBER 2004 given at Companies House, Edinburgh
3 SEPTEMBER 2004



C O M P A N I E S H O U S E



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC069253 CHARGE: 8

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
01/09/2004		26/ 8/04 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	BARCLAYS BANK PLC

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC069253 CHARGE: 8

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Cessing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						