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CHFP010.

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

* Insert full name of company

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

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

COMPANIES HOUSE

FEE PAID

410

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies
(address overleaf - note 6)

For official use

Company Number

1 13

SC098678

Name of company

* Shanks Northern Limited

Date of creation of the charge (note 1)

19 July 2004

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

Standard Security

Amount secured by the charge

Paper Apart 1

Names and addresses of the persons entitled to the charge

Paper Apart 2

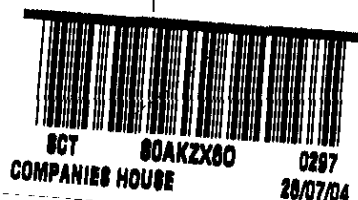
Presentor's name, address,
telephone number and
reference (if any):

Brodies LLP (MWM)
15 Atholl Crescent
Edinburgh EH3 8HA
Tel: 0131 228 3777
DX ED10, Edinburgh-1

For official use

Charges Section

Post room



Short particulars of all the property charged.

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this margin

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

Paper Apart 3

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

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

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

Signed *June Sabin on behalf of Braden LLP* Date 26/7/04

On behalf of ~~[company]~~ [chargee]†

† delete as
appropriate

Notes

- 1 A description of the instrument e.g. "Standard Security" "Floating Charge" etc., should be given. For the date of creation of a 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

SHANKS NORTHERN LIMITED

SC098678

PAPER APART 1

Amount secured by the Charge

Payment and discharge of all present and future obligations and other liabilities of any nature of each Obligor due, owing or incurred under the Finance Documents (or any of them) 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 utilisations 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, matured 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 (calculated in accordance with Clause 2.3 of the Debenture (*Interest*)), after as well as before judgment, and all costs, charges and expenses incurred in connection therewith which are payable by the relevant Obligor in accordance with the terms of the Finance Documents, in each case, and notwithstanding any other provision of the Debenture (the "Secured Liabilities")

PAPER APART 2

Names and addresses of persons entitled to the charge

Barclays Bank PLC (1026167), 54 Lombard Street, London EC3P 3AH

PAPER APART 3

Short particulars of all the property charged

ALL and WHOLE the subjects known as Greengairs landfill site, Greengairs being (One) the whole subjects registered in the Land Register of Scotland under Title Number LAN11637 under exception of (1) that area of ground shown coloured in brown on the title plan relating to Title Number LAN 11637; and (2) that area of ground shown coloured green on the said title plan; (Two) the whole subjects registered in the Land Register of Scotland under Title Number LAN 121916I; and (Three) the whole subjects registered in the Land Register of Scotland under Title Number LAN 30588.

SHANKS NORTHERN LIMITED

SC098678

The defined terms in the attached Papers Apart 1-3 have the meanings set out below:-

"Facilities Agreement" means the facilities agreement dated on or about the date of this Deed between, inter alios, Cholet Investments 2 Limited as the Parent, Cholet Acquisitions 2 Limited as the Acquiror, Barclays Capital as Mandated Lead Arranger and Syndication Agent, the financial institutions named therein as *Original Lenders* and Barclays Bank PLC as *Facility Agent* and as *Security Agent*;

"Finance Documents" has the meaning given to that term in the Facilities Agreement;

"Finance Parties" has the meaning give to that term in the Facilities Agreement;

"Intercreditor Deed" has the meaning given to that term in the Facilities Agreement;

"Parent" means Cholet Investments 2 Limited (company number 05056435), a limited liability company incorporated under the laws of England and Wales;

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Agent pursuant to the Debenture;

"Security Agent" means Barclays Bank PLC, acting in its capacity as trustee and security agent for the Finance Parties in relation to the Security Documents, or such other agent as may from time to time be appointed in that capacity pursuant to Clause 21 (*Appointment and Duties of the Security Agent*) of the Intercreditor Deed.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 98678

I hereby certify that a charge created by

WRG (NORTHERN) LIMITED

on 19 JULY 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 28 JULY 2004 given at Companies House, Edinburgh
30 JULY 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: SC098678 CHARGE: 3

(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
28/07/2004		19/ 7/04 STANDARD SECURITY		ALL SUMS DUE, OR TO BECOME DUE	THE SUBJECTS KNOWN AS GREENGAIRS LANDFILL SITE, GREENGAIRS--TITLE NUMBERS LAN11637, LAN1219161 & LAN30588	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: SC098678 CHARGE: 3

(8) 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.	(9) 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.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act