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COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

A fee of £13 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 and 466 of the Companies Act 1985

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

* insert full name of company

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

For official use

Company number



SC335165

Name of company

* NWH Recycling Ltd (the "Company")

Date of creation of the charge (note 1)

24 March 2010

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Floating Charge

Names of the persons entitled to the charge

Lombard North Central PLC (Company Number: 00337004) having its registered office at 3 Princess Way, Redhill, RH1 1NP

Short particulars of all the property charged

All the assets (including uncalled capital) which may be from time to time comprised in the property and undertaking of the Company.

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

DUNDAS & WILSON CS LLP,
191 WEST GEORGE STREET
GLASGOW
G2 2LD

For official use (05/2009)

Charges Section

Post room

TUESDAY



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04/05/2010

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COMPANIES HOUSE

Names and addresses of the persons who have executed the instrument of alteration (note 2)

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- (1) The Company
(2) The Royal Bank of Scotland Plc (Company Number: SC090312), 36 St Andrew Square, Edinburgh, EH2 2YB (the "Bank")
(3) The Royal Bank of Scotland Invoice Finance Limited (Company Number: 662221), Smith House, Elmwood Avenue, Feltham, Middlesex, TW13 7QD ("RBSIF") (formerly known as the Royal Bank of Scotland Commercial Services Limited);
(4) Lombard North Central Plc (Company Number: 00337004), 3 Princess Way, Redhill, RD1 1NP ("Lombard"); and
(5) The "Trustees" (as fully defined in Paper Apart)
(6) The "Obligors" (as fully defined in Paper Apart)

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

Date(s) of execution of the instrument of alteration

23, 24 and 31 March and 20 and 27 April 2010

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking pari passu with, the floating charge

Save as provided for in the Instrument of Alteration, each of the Obligors has agreed that it shall not grant any further fixed or floating charge or security over the whole or any part of its assets including its heritable, real or leasehold property without the prior written consent of the Bank, RBSIF, Lombard and the Trustees (the "**Creditors**"); and all the Creditors expressly, by their signing of the Instrument of Alteration, consent to this provision notwithstanding the terms of the Charges or any of them.

See Paper Apart for definitions.

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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

The Obligors and the Creditors have agreed that the Charges shall rank in the following order of priority:

First: The Bank's Standard Securities to the full extent of the Bank's Debt;
Second: The Trustees Charge to the extent of the Trustees Specified Amount;
Third: The RBSIF Charges in respect of Book Debts only, to the full extent of the RBSIF Debt;
Fourth: The Bank's Floating Charges to the full extent of the Bank's Debt;
Fifth: The Lombard Charges to the full extent of the Lombard Debt; and
Sixth: The RBSIF Charges to the full extent of the RBSIF Debt.

The provisions of the Instrument of Alteration apply and have been given effect to and the Charges rank in the order specified above notwithstanding the following:

- (i) the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970;
- (ii) Sections 464 or 466 of the Companies Act 1985;
- (iii) the terms of the Charges or any of them;
- (iv) the dates of creation or registration or intimation of the Charges;
- (v) the date or dates on which the Creditors or any of them may have made or may after the date of creation of the Instrument of Alteration make advances to any of the Obligors;
- (vi) the date or dates on which sums due or becoming due to any of the Creditors have been or shall become due; and
- (vii) any composition of or fluctuations in such sums or the existence at any time of a credit balance on any current or other account with any of the Creditors.

Continued Over

COM466/3

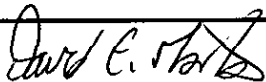
Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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Please complete
legibly, preferably
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bold block lettering

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

Signed



Date

30/4/2010

On behalf of ~~[company]~~ [chargee] † FOR & ON BEHALF OF DUNDAS & WILSON CS LLP

† delete as
appropriate

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, 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 execution of that instrument.
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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh, EH3 9FF. DX 235 Edinburgh or LP - 4 Edinburgh 2

This is the Paper Apart referred to in the foregoing Companies House Form 466 relative to an Instrument of Alteration amongst The Royal Bank of Scotland Plc, RBS Invoice Finance Limited, Lombard North Central Plc, the Trustees of the CRM Waste Recycling Directors Pension Scheme and the NWH Group of Companies dated 23, 24 and 31 March and 20 and 27 April 2010

"Bank's Charges" means the Bank's Standard Securities and the Bank's Floating Charges;

"Bank's Debt" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Obligors or any of them, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the accounts of the Obligors, and so that interest shall be computed and compounded according to the usual rates and practice of the Bank as well after as before any demand made or decree obtained;

"Bank's Floating Charges" mean (1) the Floating Charge granted by the NWH Group Ltd in favour of the Bank dated 6 November 2008 and registered with the Registrar of Companies on 12 November 2008 as security for all sums due or to become due to the Bank; (2) the Bond and Floating Charge by Neil Williams Haulage Limited in favour of the Bank dated 10 May 2005 and registered with the Registrar of Companies 16 May 2005 as security for all sums due or to become due to the Bank; (3) Floating Charge by NWH Recycling Ltd in favour of the Bank dated 6 November 2008 and registered with the Registrar of Companies on 12 November 2008 as security for all sums due or to become due to the Bank; (4) Floating Charge granted by NWH Plant Hire Limited in favour of the Bank dated 6 November 2008 and registered on 12 November 2008 as security for all sums due or to become due to the Bank; (5) Floating Charge by Citysweep Limited in favour of the Bank dated 6 November 2008 and registered with the Registrar of Companies on 20 November 2008 as security for all sums due or to become due to the Bank; (6) Floating Charge by City Truck Sales Ltd in favour of the Bank dated 6 November 2008 and registered with the Registrar of Companies on 12 November 2008 as security for all sums due or to become due to the Bank; and (7) Floating Charge by NWH Recycling (Philpstoun) Limited in favour of the Bank dated 6 November 2008 and registered with the Registrar of Companies on 12 November 2008 as security for all sums due or to become due to the Bank;

"Bank's Standard Securities" mean (1) the Standard Security over Units 13 and 67 Mayfield Industrial Estate, Mayfield, Dalkeith granted by Neil Williams Haulage Limited in favour of the Bank created 18 March 2005 and registered with the Registrar of Companies on 26 March 2005 as security for all sums due or to become due to the Bank; and (2) the Standard Security over 1.57 hectares at Lady Victoria Business Centre, Newtongrange granted by NWH Recycling Ltd created on 10 December 2008 and registered with the Registrar of Companies on 24 December 2008 as security for all sums due or to become due to the Bank;

"Book Debts" mean all or any debt now or in the future due to each of (1) The NWH Group Ltd; (2) Neil Williams Haulage Limited; (3) NWH Recycling Limited; (4) NWH Plant Hire Limited and (5) Citysweep Limited, together with their related rights which are purchased or the ownership of which are assigned to RBSIF;

"Charges" mean the Bank's Charges, the RBSIF Charges, the Lombard Charges and the Trustees Charge and "Charge" shall mean any one of them;

"Creditors" mean the Bank, RBSIF, Lombard and the Trustees and "Creditor" means any of them as the context so requires;

"Lombard Charges" mean (1) the Floating Charge granted by the NWH Group Ltd in favour of Lombard dated 24 March 2010 and registered with the Registrar of Companies on 26 March 2010 as security for all sums due or to become due to Lombard; (2) the Bond and Floating Charge by Neil Williams Haulage Limited in favour of Lombard dated 24 March 2010 and registered with the Registrar of Companies on 26 March 2010 as security for all sums due or to become due to Lombard; (3) Floating Charge by NWH Recycling Ltd in favour of Lombard dated 24 March 2010 and registered with the Registrar of Companies on 26 March 2010 as security for all sums due or to become due to Lombard; (4) Floating Charge granted by NWH Plant Hire Limited in favour of Lombard dated 24 March 2010 and registered with the Registrar of Companies on 26 March 2010 as security for all sums due or to become due to Lombard; (5) Floating Charge by Citysweep Limited in favour of Lombard dated 24 March 2010 and registered with the Registrar of Companies on 26 March 2010 as security for all sums due or to become due to Lombard; (6) Floating Charge by City Truck Sales Ltd in favour of Lombard dated 24 March 2010 and registered with the Registrar of Companies on 26 March 2010 as security for all sums due or to become due to Lombard; (7) Floating Charge by NWH Recycling (Philpstoun) Limited in favour of Lombard dated 24 March 2010 and registered with the Registrar of Companies on 26 March 2010 as security for all sums due or to become due to Lombard; and (8) Cross Guarantee by the Obligors in favour of Lombard dated 24 March 2010;

"Lombard Debt" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Lombard by the Obligors or any of them, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not Lombard shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which Lombard may in the course of its business charge or incur in respect of any of those matters or for keeping the accounts of the Obligors, and so that interest shall be computed and compounded according to the usual rates and practice of Lombard as well after as before any demand made or decree obtained;

"Obligors" mean the Company together with the other companies listed in the Schedule of the Instrument of Alteration;

"Instrument of Alteration" means the ranking agreement dated 23, 24 and 31 March and 20 and 27 April 2010, entered into by the Obligors and the Creditors for the purposes of regulating the ranking of the Bank's Charges, the RBSIF Charges, the Lombard Charges and the Trustees Charge.

"RBSIF Charges" mean (1) Floating Charge by the NWH Group Ltd in favour of RBSIF dated 15 January 2009 and registered with the Registrar of Companies on 21 January 2009 as security for all sums due or to become due to the Bank; (2) Floating Charge by Neil Williams Haulage Limited in favour of RBSIF (formerly known as The Royal Bank of Scotland Commercial Services Limited) dated 9 June 2005 and registered with the Registrar of Companies on 15 June 2005 as security for all sums due under a Discounting Agreement dated 26 April 2005; (3) Floating Charge by NWH Recycling Ltd in favour of RBSIF dated 25 November 2008 and registered 12 December 2008 as security for all sums due or to become due to RBSIF; (4) Floating Charge by NWH Plant Hire Limited in favour of RBSIF dated 19 December 2006 and registered with the Registrar of Companies on 22 December 2006 as security for all sums due or to become due to RBSIF; and (5) Floating Charge by Citysweep Limited in favour of RBSIF dated 25 November 2008 and registered with the Registrar of Companies on 10 December 2008 as security for all sums due or to become due to RBSIF;

"RBSIF Debt" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to RBSIF by the Obligors or any of them, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not RBSIF shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which RBSIF may in the course of its business charge or incur in respect of any of those matters or for keeping the accounts of the Obligors, and so that interest shall be computed and compounded according to the usual rates and practice of RBSIF as well after as before any demand made or decree obtained;

"Trustees" mean the Trustees of the CRM Waste Recycling Limited Directors Pension Scheme, namely Rowanmoor Trustees Limited (Company Number: 1846413) whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, SP1 3TS; Richard Williams of 36 Alderston Gardens, Haddington, EH41 3RY; Mark Williams of 18A Bank Park Crescent, Tranent, East Lothian, EH33 1AS; Craig Williams of 9 Wesley Crescent, Bonnyrigg, Midlothian, EH19 3FB; Jennifer Williams of 11 Stair Park, North Berwick, East Lothian, EH39 4DD; and David Williams of 11 Stair Park, North Berwick, East Lothian, EH39 4DD;

"Trustees Charge" means the Bond and Floating Charge granted by NWH Plant Hire Limited in favour of the Trustees dated 24 March 2010 and registered with the Registrar of Companies on 8 April 2010;

"Trustees Specified Amount" means the aggregate of sums secured by the Trustees Charges but not exceeding the sum of Three Hundred and Forty-five Thousand Pounds (£345,000) Sterling;



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 335165

CHARGE NO. 4

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 27 APRIL 2010**

**WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 4 MAY 2010**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 24
MARCH 2010**

BY NWH RECYCLING LTD

**IN FAVOUR OF
LOMBARD NORTH CENTRAL PLC**

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 6 MAY 2010



Companies House
— for the record —



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