

MR01

Particulars of a charge

355099/23

Oyez

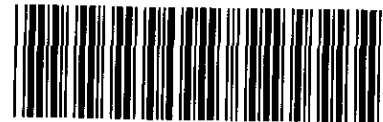


Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR08



AA89CX8X

A18

07/07/2021

#171

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 00946107
Company name in full BIFFA WASTE SERVICES LIMITED



Filing in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 03/06/2021

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Preference Hire Solutions Limited as security
trustee ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

✓ ALL and WHOLE ALL and WHOLE the subjects known as and forming 1-5, ABBOTSINCH ROAD, GRANGEMOUTH FK3 9UX being those subjects registered in the Land Register of Scotland under Title Number STG5239

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

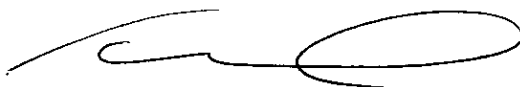
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Sophie Walker

Company name

Turcan Connell

Address

Princes Exchange

1 Earl Grey Street

Edinburgh

Post town

County/Region

Postcode

E

H

3

9

E

E

Country

DX

DX723300 - Edinburgh 43

Telephone

0131 228 8111



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 946107

Charge code: 0094 6107 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2021 and created by BIFFA WASTE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2021.

DP

Given at Companies House, Cardiff on 14th July 2021



Companies House



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

Certified to be a true copy of the original

Name

For TLT LLP

Dated 23/6/2021

TURCAN CONNELL

STANDARD SECURITY

by

BIFFA WASTE SERVICES LIMITED

to

PREFERENCE HIRE SOLUTIONS LIMITED as Security Trustee

2021

ANW/NS/F03968.0002

1-5 Abbotsinch Road, Grangemouth (Title Number STG5239)

PRINCES EXCHANGE, 1 EARL GREY STREET, EDINBURGH, EH3 9EE
Telephone 0131 228 8111 Fax 0131 228 8118
DX 723300 Edinburgh 43
E-mail enquiries@turcanconnell.com www.turcanconnell.com10853230.1

Standard Security

Granter	BIFFA WASTE SERVICES LIMITED registered under the Companies Acts (Registered Number 00946107) and having their Registered office at Coronation Road, Cressex, High Wycombe, Bucks, HP12 3TZ
Security Trustee	PREFERENCE HIRE SOLUTIONS LIMITED incorporated and registered in England and Wales with company number 10809428 whose registered office is at 17 Walkergate, Berwick-Upon-Tweed, United Kingdom, TD15 1DJ, acting in its capacity as security trustee for and on behalf of each Creditor Party
Creditor Parties	<p>GREEN CIRCLE POLYMERS LIMITED incorporated and registered in Scotland with company number SC469312 whose registered office is at 152a High Street, Irvine, Scotland, KA12 8AN; and</p> <p>PREFERENCE HIRE SOLUTIONS LIMITED incorporated and registered in England and Wales with company number 10809428 whose registered office is at 17 Walkergate, Berwick-Upon-Tweed, United Kingdom, TD15 1DJ</p> <p>(each a Creditor Party)</p>
Security Subjects	The heritable subjects known as 1 – 5 Abbotsinch Road, Grangemouth FK3 9UX being the subjects more particularly described below
Secured Obligations	The obligations of the Granter under the Agreement to pay the Deferred Consideration (defined in the Agreement) to the Creditor Parties on the dates specified in the Agreement and on and subject to the whole terms and conditions of the Agreement (including, without prejudice to the foregoing generality, the rights of the Granter under clauses 4 and 5 of the Agreement), together with all interest due thereon and all costs and expenses properly incurred by the Creditor Parties or any of them directly related to the Granter breaching the aforementioned obligations
Standard Conditions	The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "Act")
Agreement	The Asset Purchase and Sale agreement dated on or around the date hereof among the Granter and the Creditor Parties and others in respect of the purchase by the Granter of inter alia the Security Subjects

Lease	Lease of the telecommunications site at the Security Subjects constituted by Agreement between (1) Surface Control (Glasgow) Limited and (2) Hutchison 3G UK Limited dated 14 December and subsequent date and registered in the Books of Council and Session on 19 March 2002 (as subsequently assigned) and as varied by Rent Review Agreement dated 20 and 29 February both 2008.
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Each party agrees that the Security Trustee's interests and rights under and in respect of this Standard Security shall be held by the Security Trustee on trust for and on behalf of the Creditor Parties.

In security of the Secured Obligations the Granter grants a Standard Security in favour of the Security Trustee over **ALL and WHOLE** ALL and WHOLE the subjects known as and forming 1-5, ABBOTSINCH ROAD, GRANGEMOUTH FK3 9UX being those subjects registered in the Land Register of Scotland under Title Number STG5239.

1. The Parties

- 1.1 The expressions the "Creditor Parties" and "Security Trustee" shall where the context admits include their respective successors and representatives but excluding in each case assignees whether absolutely or in security.
- 1.2 Expressions in the singular include the plural and vice versa, expressions in one gender include each other gender and a reference to a part of a thing includes the whole of it.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 References to the "creditor" in the Standard Conditions shall, as the context requires, be construed as references to the Security Trustee or the Creditor Parties (as appropriate)

2. The Standard Conditions

- 2.1 The Standard Conditions shall apply to this Standard Security save as expressly stated not to apply or varied as aftermentioned.
- 2.2 Standard Conditions 1, 2, 3, 4, 5, 6 and 7 shall expressly not apply to this Standard Security.
- 2.3 Standard Condition 8 shall be amended to the extent that there shall require to have expired the period of grace referred to in clause 4.3 of the Agreement before the creditor is entitled to call-up this Standard Security.
- 2.4 Standard Condition 11 shall be amended to the extent that the Granter may redeem this Standard Security in terms of Section 18 of the Act by giving not less than 7 days' notice of intention to do so instead of the two months' notice specified in Section 18(1) of the Act.
- 2.5 Standard Condition 12 shall be amended to the extent that the only expenses which the Granter shall be responsible for shall be the expenses reasonably incurred by the Security Trustee, where the Granter is de facto in default in terms of this Standard Security, in the Security Trustee calling-up this Standard Security and realising or attempting to realise the Security Subjects, or any part thereof, and exercising any other powers conferred upon it by this Standard Security.
- 2.6 The Granter will not, so long as this Standard Security remains in force, without the consent in writing of the Security Trustee (which consent will not be unreasonably withheld or a decision thereon unreasonably delayed) create or agree to create or purport to create any subsequent security over the Security Subjects.

3. Fixtures, Fittings and Moveables

- 3.1 The Security Trustee, upon entry into possession of the Security Subjects in terms of the Standard Conditions, shall become the agent of the Granter with authority at the expense of the Granter to remove, store, preserve, sell or otherwise dispose of any fittings, fixtures or other moveable property in or upon the Security Subjects which the Granter shall have refused or omitted to remove from the Security Subjects within 21 days of the Security Trustee having entered into possession and that in such manner as the Security Trustee may think fit.
- 3.2 The Security Trustee may apply any price received in respect of any sale of such fittings, fixtures or other moveable items after the deduction of the expense of sale in reduction of any of the Secured Obligations so far as then extant.
- 3.3 The Security Trustee will not be obliged to act as the Granter's agent in relation to the sale or disposal of any fittings, fixtures or other moveable items.

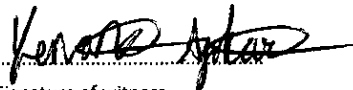
4. Continuing Security

- 4.1 The Granter agrees that:-
 - (a) the security created by the Standard Security will be a continuing security in respect of the Granter's obligation to pay when due the Secured Obligations and will not be affected by any repayments less than the whole of any sums comprised in the Secured Obligations; and
 - (b) none of the Granter's obligations in terms of this Standard Security will be reduced, discharged or otherwise affected by the Security Trustee granting to the Granter, any waiver or concession or compounding with the Granter.

5. Warrandice

The Granter grants warrandice excepting the Lease.

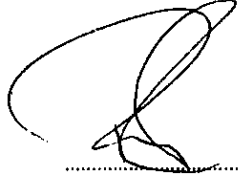
And the Granter consents to registration hereof for execution and preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages are executed as follows:-


.....
Signature of witness

YERVAND AGOBIANI
.....
Full name of above (print)

9 GILLINGHAM TERRACE
BATH
BA1 6LL (RESIDENTIAL)
.....
Address of Witness

PROFESSIONAL ADDRESS - CRESSEX
HIGH WYCOMBE


.....
Signature of Director ~~Authorised signatory~~ - BIFFA
WASTE SERVICES LIMITED

RICHARD NEIL PIKE
.....
Full name of above (print)

16/6/21
.....
Date of signing

CRESSEX, HIGH WYCOMBE
.....
Place of signing