

# M

CHWP000

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

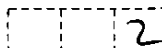
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of company

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

For official use

Company number



SC335165

Name of company

\* NWH Waste Services Limited (the "Company")

Date of creation of the charge (note 1)

25 November 2008

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

RBS Invoice Finance Limited

Short particulars of all the property charged

All property and undertaking present and future of the Company

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

CMS Cameron McKenna LLP  
191 West George Street  
Glasgow  
G2 2LD  
Ref: JAO/CAM/RBS028.0016

For official use (02/06)  
Charges Section

Post room

THURSDAY



SCT \*S37H9E9E\* 08/05/2014 #23  
COMPANIES HOUSE

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

The Royal Bank of Scotland plc, Company Number SC090312 and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB.

RBS Invoice Finance Limited, Company Number 00662221 and registered office at Smith House, PO BOX 50, Elmwood Avenue, Feltham, Middlesex TW13 7QD.

Howie Minerals Limited, Company Number SC221643 and registered office at Rigifa, Cove, Aberdeen AB12 3LR.

NWH Waste Services Limited, formerly known as NWH Recycling Ltd, Company Number SC335165 and registered office at Unit 5, Mayfield Industrial Estate, Mayfield, Dalkeith, Midlothian EH22 4AD.

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this margin*

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

Date(s) of execution of the instrument of alteration

3, 16, 22 and 28 April 2014

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

N/A

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

Industrial Estate, Mayfield, Dalkeith, Midlothian EH22 4AD.

<b>Howie:</b>	<b>Howie Minerals Limited</b> , Company Number SC221643 and registered office at Rigifa, Cove, Aberdeen AB12 3LR.
<b>Howie Priority:</b>	£750,000 of principal plus interest and expenses.
<b>Howie Standard Security:</b>	The standard security granted by the Company in favour of Howie over the Property dated 4 December 2013, registered at the Land Register of Scotland on 12 December 2013 and with the Registrar of Companies in Scotland on 18 December 2013.
<b>Property:</b>	ALL and WHOLE the subjects known as and forming part of MIDDLETON QUARRY, NORTH MIDDLETON, GOREBRIDGE EH23 4QP, which subjects are currently undergoing registration in the Land Register of Scotland under Title Number MID150282.
<b>Ranking Agreement:</b>	The Ranking Agreement amongst the Company, Howie, the Bank, RBSIF and others dated 3rd, 16th, 22nd and 28th April 2014.
<b>RBSIF:</b>	<b>RBS Invoice Finance Limited</b> , Company Number 00662221 and registered office at Smith House, PO BOX 50, Elmwood Avenue, Feltham, Middlesex TW13 7QD.
<b>RBSIF Floating Charge:</b>	The Bond and Floating Charge granted by the Company in favour of RBSIF dated 25 November 2008 and registered with the Registrar of Companies in Scotland on 12 December 2008.
<b>RBSIF Debt:</b>	All sums due and to become due by the Company to RBSIF in any way including all interest, charges and expenses.
<b>Securities:</b>	The Bank Standard Security, the Bank Floating Charge, the Howie Standard Security and the RBSIF Floating Charge.

**This is the Paper Apart referred to in the foregoing Form 466 in respect of a charge created by NWH Waste Services Limited**

Notwithstanding the respective dates of creation or registration of the Securities or any of them or any provision as to ranking contained in any Securities, the Company, RBSIF, the Bank and Howie have agreed that the Securities shall rank *inter se* in point of security in the following order of priority:-

- 1.1 firstly, the Howie Standard Security to the extent of the Howie Priority;
- 1.2 secondly, the Bank Standard Security to the full extent of the Bank Debt;
- 1.3 thirdly, the RBSIF Floating Charge in respect of the Book Debts (and all or any receipts, recoveries and realisations arising from them) only, to the full extent of the RBSIF Debt;
- 1.4 fourthly, the Bank Floating Charge to the full extent of the Bank Debt; and
- 1.5 fifthly, the RBSIF Floating Charge to the full extent of the RBSIF Debt.

**Definitions**

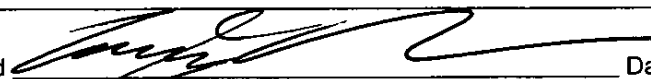
<b>Bank:</b>	<b>The Royal Bank of Scotland plc</b> , Company Number SC090312 and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB.
<b>Bank Floating Charge:</b>	The Bond and Floating Charge granted by the Company in favour of the Bank dated 6 November 2008 and registered with the Registrar of Companies in Scotland on 12 November 2008.
<b>Bank Debt:</b>	All sums due and to become due by the Company to the Bank in any way including all interest, charges and expenses.
<b>Bank Standard Security:</b>	The standard security granted by the Company in favour of the Bank over the Property dated on or around the date of the Company's execution of the Ranking Agreement.
<b>Book Debts:</b>	All or any debt now or in the future due to the Company together with their related rights which are purchased or the ownership of which are assigned or intended to be assigned to RBSIF including any which fail to vest absolutely in RBSIF.
<b>Company:</b>	<b>NWH Waste Services Limited</b> , formerly known as NWH Recycling Ltd, Company Number SC335165 and registered office at Unit 5, Mayfield

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 in black type, or bold black lettering

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

Signed  Date 6 May 2014

On behalf of ~~(Company)~~ [chargee] ☐

Partner for and on behalf of CMS  
Cameron McKenna LLP

#### 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

☐ delete as appropriate

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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legibly, preferably  
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bold block lettering*

Please see Paper Apart.



**FILE COPY**

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

COMPANY NO. 335165

CHARGE NO. 2

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 28 APRIL 2014 WERE DELIVERED  
PURSUANT TO SECTION 410 OF THE COMPANIES ACT 1985  
ON 8 MAY 2014

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 25  
NOVEMBER 2008

BY NWH WASTE SERVICES LIMITED

IN FAVOUR OF  
RBS INVOICE FINANCE LIMITED

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 MAY 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Certified a true copy of the original

Partner, CMS Cameron McKenna LLP

This is an important document. You should take independent legal advice before signing

2 May 2014

## RANKING AGREEMENT

### 1 Definitions

<b>2010 Ranking Agreement:</b>	The ranking agreement dated 23, 24 and 31 March and 20 and 27 April 2010 among the Bank, RBSIF, Lombard North Central plc, the Trustees of the CRM Waste Recycling Limited Directors Pension Scheme, the Customer, Construction, Group, Plant Hire, Citysweep, City Truck and Philpstoun.
<b>Bank:</b>	The Royal Bank of Scotland plc, Company Number SC090312 and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB.
<b>Bank Floating Charge:</b>	The Bond and Floating Charge granted by the Customer in favour of the Bank dated 6 November 2008 and registered with the the Registrar of Companies in Scotland on 12 November 2008.
<b>Bank Debt:</b>	All sums due and to become due by the Customer to the Bank in any way including all interest, charges and expenses.
<b>Bank Standard Security:</b>	The standard security granted by the Customer in favour of the Bank over the Property dated on or around the date of the Customer's execution of this Ranking Agreement.
<b>Book Debts:</b>	All or any debt now or in the future due to the Customer together with their related rights which are purchased or the ownership of which are assigned or intended to be assigned to RBSIF including any which fail to vest absolutely in RBSIF.
<b>Citysweep:</b>	Citysweep Limited, Company Number SC303647 and registered office at Unit 5, Mayfield Industrial Estate, Dalkeith, Midlothian EH22 4AD.
<b>City Truck:</b>	City Truck Sales Ltd, Company Number SC325713 and registered office at Unit 5, Mayfield Industrial Est, Mayfield, Dalkeith, Midlothian EH22 4AD.
<b>CFRSA:</b>	The Conveyancing and Feudal Reform (Scotland) Act 1970.
<b>Construction:</b>	NWH Construction Services Ltd, formerly known as Neil Williams Haulage Limited, Company Number SC263290 and registered office at



	Unit 5, Mayfield Industrial Est, Mayfield, Dalkeith, Midlothian EH22 4AD.
<b>Creditors:</b>	The Bank, Howie and RBSIF, and each one "a Creditor".
<b>Customer:</b>	<b>NWH Waste Services Limited</b> , formerly known as NWH Recycling Ltd, Company Number SC335165 and registered office at Unit 5, Mayfield Industrial Estate, Mayfield, Dalkeith, Midlothian EH22 4AD.
<b>Group:</b>	The NWH Group Ltd, Company Number SC303441 and registered office at Unit 5, Mayfield Industrial Estate, Mayfield, Dalkeith, Midlothian EH22 4AD.
<b>Howie:</b>	<b>Howie Minerals Limited</b> , Company Number SC221643 and registered office at Rigifa, Cove, Aberdeen AB12 3LR.
<b>Howie Priority:</b>	£750,000 of principal plus interest and expenses.
<b>Howie Standard Security:</b>	The standard security granted by the Customer in favour of Howie over the Property dated 4 December 2013, registered at the Land Register of Scotland on 12 December 2013 and with the Registrar of Companies in Scotland on 18 December 2013.
<b>Parties:</b>	The Creditors and the Customer.
<b>Plant Hire:</b>	NWH Plant Hire Limited, Company Number SC302669 and registered office at Unit 5, Mayfield Industrial Est, Mayfield, Dalkeith, Midlothian EH22 4AD.
<b>Philpstoun:</b>	NWH Recycling (Philpstoun) Limited, formerly known as NWH Recycling (Philipstoun) Limited, Company Number SC263252 and registered office at Unit 5, Mayfield Industrial Est, Mayfield, Dalkeith, Midlothian EH22 4AD.
<b>Property:</b>	ALL and WHOLE the subjects known as and forming part of MIDDLETON QUARRY, NORTH MIDDLETON, GOREBRIDGE EH23 4QP, which subjects are currently undergoing registration in the Land Register of Scotland under Title Number MID150282.
<b>RBSIF:</b>	<b>RBS Invoice Finance Limited</b> , Company Number 00662221 and registered office at Smith House, PO BOX 50, Elmwood Avenue,

	Feltham, Middlesex TW13 7QD.
<b>RBSIF Floating Charge:</b>	The Bond and Floating Charge granted by the Customer in favour of RBSIF dated 25 November 2008 and registered with the Registrar of Companies in Scotland on 12 December 2008.
<b>RBSIF Debt:</b>	All sums due and to become due by the Customer to RBSIF in any way including all interest, charges and expenses.
<b>Securities:</b>	The Bank Standard Security, the Bank Floating Charge, the Howie Standard Security and the RBSIF Floating Charge.

## 2 Interpretation

- 2.1 The expressions "Bank", "RBSIF" and "Howie" include their respective successors and assignees.
- 2.2 A reference to a provision of law is to that provision as amended or re-enacted.
- 2.3 This Ranking Agreement (and any provision of it) or any other document referred to in this Ranking Agreement shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.

## 3 Consent

Notwithstanding the respective dates of creation or registration thereof, the Creditors consent to the creation by the Customer of the Securities.

## 4 Ranking

Notwithstanding the respective dates of creation or registration of the Securities or any of them or any provision as to ranking contained in any Securities, the Parties agree that the Securities shall rank *inter se* in point of security in the following order of priority:-

- 4.1 firstly, the Howie Standard Security to the extent of the Howie Priority;
- 4.2 secondly, the Bank Standard Security to the full extent of the Bank Debt;
- 4.3 thirdly, the RBSIF Floating Charge in respect of the Book Debts (and all or any receipts, recoveries and realisations arising from them) only, to the full extent of the RBSIF Debt;
- 4.4 fourthly, the Bank Floating Charge to the full extent of the Bank Debt; and

4.5 fifthly, the RBSIF Floating Charge to the full extent of the RBSIF Debt.

## 5 **Alteration of Securities**

The Ranking Agreement shall be construed and shall receive effect as:-

- 5.1 a variation within the meaning of Section 16 of CFRSA; and
- 5.2 an Instrument of Alteration within the meaning of section 466 of the Companies Act 1985.

## 6 **Exclusion of legal rules**

Notwithstanding:-

- 6.1 the provisions of Section 13 of CFRSA; or
  - 6.2 the date or dates when sums may be advanced or the Securities were created or any fluctuations from time to time in the sums secured by the Securities; or
  - 6.3 any rule of law which might operate to the contrary effect,
- the provisions of Clause 4 shall be valid and effective.

## 7 **Assignment**

The Creditors shall be entitled to assign or otherwise transfer or dispose of the benefit of their respective interests in the Securities without the consent of the other Creditors provided that the assignee or transferee undertakes in writing to the other Creditors to be bound by the terms of the Ranking Agreement and to enter into all necessary documentation to give effect to that undertaking.

## 8 **Disclosure of information**

During the joint continuance of the Securities each of the Creditors may disclose to the other information concerning the Customer and its affairs in a manner and to such extent as the Creditors shall agree and the Customer consents to such disclosure.

## 9 **Compensation**

- 9.1 Each of the Creditors undertakes to the other Creditors that in the event of the proceeds of the sale of any assets of the Customer being distributed by the Customer, otherwise than in accordance with Clause 4 and any Creditor or Creditors is prejudiced as a result, the Creditors will compensate each other in order to give effect to Clause 4.

- 9.2 The Creditors hereby agree that in the event of this Ranking Agreement being regarded by a receiver, administrator or liquidator of the Customer or any of them as failing to bind him or them in the distribution of the proceeds of sale of the assets of the Customer, or any of them, the Creditors will compensate each other inter se to the effect that in so far as the refusal of the receiver, administrator or liquidator to be bound by these presents shall cause prejudice to any Creditor or Creditors, the Creditors will compensate each other to the extent to which any may be lucratus by such prejudice but no further.

## 10 Preferential payments

The provisions set out in this Agreement as to ranking shall not prejudice the rights of the Creditors to receive payments to which a preference attaches in terms of Section 59, 175, 386 and Schedule 6 to the Insolvency Act 1986 or any other applicable legislation.

## 11 Duty to Consult

- 11.1 Unless independent action is considered necessary by any of the Creditors to protect their security interests, the Creditors will:

11.1.1 give notice to the others of their intention to enforce their Securities before any enforcement takes place; and

11.1.2 consult with each other over the appointment of a suitable receiver or administrator (if applicable).

- 11.2 If independent action is considered necessary without notice or consultation, then written notice must be given immediately to the other Creditors and in any event:

11.2.1 Howie will not, without the written consent of each of the Bank and RBSIF,

11.2.1.1 apply to the court for an administration order; or

11.2.1.2 issue a petition for the winding up of the Customer.

11.2.2 Each of the Bank and RBSIF will not, without the consent of the other or without giving the other two business days written notice:

11.2.2.1 take steps to appoint an administrator or receiver of the Customer; or

11.2.2.2 issue a petition for the winding up of the Customer.

12 **Severability**

If any provision of the Ranking Agreement is or becomes invalid, illegal or unenforceable the validity, legality or enforceability of the remaining terms of the Ranking Agreement shall not be in any way impaired or affected.

13 **Other Security**

The Creditors enforcing, releasing or transferring any guarantees or other securities which it may hold on account of the Customer's obligations will not affect the Ranking Agreement.

14 **Supersession**

The Parties hereby agree that the provisions of this Ranking Agreement supersede the provisions of the 2010 Ranking Agreement, only insofar as the 2010 Ranking Agreement relates to the Securities and the Property and the 2010 Ranking Agreement shall otherwise remain in full force and effect in accordance with its terms.

15 **Expenses**

All fees and expenses of the Creditors in connection with the preparation, execution and enforcement of this Ranking Agreement shall be met by the Customer and shall be promptly paid upon receipt of an invoice.

16 **Governing law**

This Ranking Agreement shall be governed by and construed in accordance with the law of Scotland. The Parties irrevocably submit to the jurisdiction of the Courts in Scotland.

17 **Testing clause**

This Ranking Agreement consisting of this and the preceding 5 pages are executed as follows:

SUBSCRIBED by NWH WASTE SERVICES LIMITED

at 3:00pm

on the 2nd

day of April

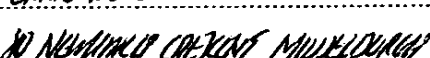
Two Thousand and Fourteen

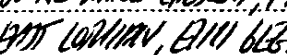
by

one of its Directors in the presence of:-

 ..... Witness

 ..... Full Name

 ..... Address

 ..... Address

SUBSCRIBED by HOWIE MINERALS LIMITED  
 at ABERDEEN  
 on the 16<sup>th</sup>  
 day of APRIL  
 Two Thousand and Fourteen  
 by a duly authorised signatory in the presence of:-

[Signature] Witness  
ROSS SCOTT GARDNER Full Name  
12-16 ALBAN PLACE, ABERDEEN Address

SUBSCRIBED for and on behalf of RBS INVOICE  
 FINANCE LIMITED  
 at GLASGOW  
 on the 28<sup>th</sup>  
 day of APRIL  
 Two Thousand and Fourteen  
 by a duly authorised signatory in the presence of:-

[Signature] Witness  
RAMMAMO RAZIKOS Full Name  
139 ST VINCENT STREET, GLASGOW Address  
G2 5JF.

SUBSCRIBED for and on behalf of THE ROYAL BANK OF  
 SCOTLAND PLC  
 at EDINBURGH  
 on the 22  
 day of APRIL  
 Two Thousand and Fourteen  
 by a duly authorised signatory in the presence of:-

[Signature] Witness  
SIMON TYSZKO Full Name  
24-25 ST ANDREW SQ, Address  
EDINBURGH, EH2 1AF.