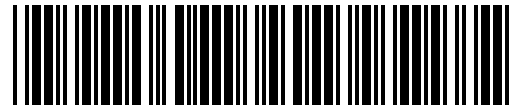




Registration of a Charge

Company Name: **BIFFA WASTE SERVICES LIMITED**

Company Number: **00946107**



XEVMICAO

Received for filing in Electronic Format on the: **10/02/2026**

Details of Charge

Date of creation: **09/02/2026**

Charge code: **0094 6107 0018**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT FOR ITSELF AND THE OTHER SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JAMES WILKINS, PAUL HASTINGS (EUROPE) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 946107

Charge code: 0094 6107 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2026 and created by BIFFA WASTE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th February 2026 .

Given at Companies House, Cardiff on 13th February 2026

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED (this “Deed”) is made on 9 February 2026

BETWEEN:

1. Biffa Limited, a company incorporated in England and Wales with registered number 10336040 (the “Company”);
2. the entities listed in Schedule 1 (*Additional Chargors*) to this Deed (each an “Additional Chargor”); and
3. GLAS Trust Corporation Limited as security agent for itself and the other Secured Parties (the “Security Agent”).

RECITAL:

This Deed is supplemental to a Security Agreement dated 5 December 2025 between the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “Security Agreement”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Security Agreement shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning when used in this Deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.9 (*Permitted Transactions and releases*) of the Security Agreement will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Deed” and other similar expressions were references to this Deed.

2. ACCESSION OF ADDITIONAL CHARGOR

2.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on liability as specified in the Secured Debt Documents, each Additional Chargor as primary obligor covenants with the Security Agent (for the benefit of the Security Agent and the other Secured Parties) that it shall on demand pay or discharge its Secured Obligations when they fall due in the manner provided for in the relevant Secured Debt Documents.

2.3 Specific Security

Subject to Clause 1.7 (*Excluded Assets*) of the Security Agreement, as continuing security for the payment and discharge of its Secured Obligations, each Additional Chargor:

- (a) charges in favour of the Security Agent with full title guarantee all:
 - (i) its Shares including, without limitation, those listed in Schedule 2 (*Shares*) of this Deed and all corresponding Related Rights, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge; and
 - (ii) if not effectively assigned by Clause 2.3(b) below, its Intra-Group Receivables including, without limitation, those listed in Schedule 3 (*Intra-Group Receivables*) of this Deed and all rights and claims in respect thereof, both present and future from time to time owned by it or in which it has an interest, by way of first fixed charge:
- (b) assigns absolutely by way of security with full title guarantee to the Security Agent all its rights, title and interest from time to time in and to the relevant Intra-Group Receivables, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Intra-Group Debt Documents to the relevant Additional Chargor (or as the relevant Additional Chargor shall direct).

2.4 Floating Charge

- (a) Subject to Clause 1.7 (*Excluded Assets*) of the Security Agreement, as further continuing security for the full payment of the Secured Obligations, each Additional Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) above.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.4 (*Floating Charge*).

2.5 Implied covenants for title

The Security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (other than as permitted under the Secured Debt Documents).

3. NEGATIVE PLEDGE

No Additional Chargor may:

- (a) take any action that would have the result of materially impairing the security interest with respect to the Charged Property (it being understood that the incurrence of Permitted Collateral Liens shall under no circumstances be deemed to materially impair the security interest with respect to the Charged Property and that nothing in this Deed shall restrict the discharge and release of any Security over the Charged Property in accordance with the Intercreditor Agreement and Secured Debt Documents) for the benefit of the Security Agent and the Secured Parties;
- (b) create or permit to subsist any Security or Quasi-Security upon any part of the Charged Property; or

- (c) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property,

except (i) as permitted under or not prohibited by the Secured Debt Documents, or (ii) otherwise with the prior consent of the Security Agent (acting on the instructions of the Instructing Group).

4. CONSTRUCTION OF SECURITY AGREEMENT

- (a) The Security Agreement shall remain in full force and effect as supplemented by this Deed.
- (b) The Security Agreement and this Deed shall be read together as one instrument on the basis that references in the Security Agreement to “this Deed” and other similar expressions will be deemed to be references to the Security Agreement as supplemented by this Deed.

5. DESIGNATION AS A FINANCE DOCUMENT

This Deed is designated as a Finance Document for the purposes of the Revolving Facilities Agreement.

6. FAILURE TO EXECUTE

Failure by one or more parties (“Non-Signatories”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. GOVERNING LAW

- (a) This Deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this Deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.
- (b) The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “Dispute”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

SCHEDULE 1

ADDITIONAL CHARGORS

Party	Jurisdiction of Incorporation	Registration Number	Administrative Details
Biffa Waste Services Limited	England & Wales	00946107	Address: Coronation Road, Cressex, High Wycombe, Bucks, HP12 3TZ Attention: Company Secretary Email: secretariat@biffa.co.uk
Biffa Municipal Limited	England & Wales	04321212	Address: Coronation Road, Cressex, High Wycombe, Bucks, HP12 3TZ Attention: Company Secretary Email: secretariat@biffa.co.uk
Syracuse Waste Limited	England & Wales	13269384	Address: Coronation Road, Cressex, High Wycombe, Bucks, HP12 3TZ Attention: Company Secretary Email: secretariat@biffa.co.uk
Biffa (West Sussex) Recycling Limited	England & Wales	04939078	Address: Coronation Road, Cressex, High Wycombe, Bucks, HP12 3TZ Attention: Company Secretary Email: secretariat@biffa.co.uk
Biffa Landfill Solutions Limited	England & Wales	01362615	Address: Coronation Road, Cressex, High Wycombe, Bucks, HP12 3TZ Attention: Company Secretary Email: secretariat@biffa.co.uk
Biffa West Sussex Limited	England & Wales	06744107	Address: Coronation Road, Cressex, High Wycombe, Bucks, HP12 3TZ Attention: Company Secretary Email: secretariat@biffa.co.uk

SCHEDULE 2

SHARES

<u>Name of Chargor which holds the Shares</u>	<u>Name of company issuing the Shares</u>	<u>Number and class of Shares</u>
Biffa Waste Services Limited	Syracuse Waste Ltd	1 Ordinary Share
Syracuse Waste Ltd	Biffa (West Sussex) Recycling Ltd	1000 Ordinary Shares

SCHEDULE 3

INTRA-GROUP RECEIVABLES

None as at the date of this Security Accession Deed

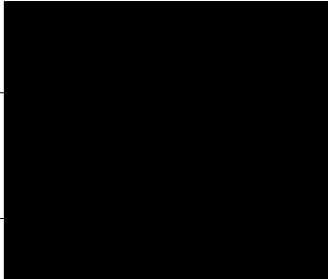
IN WITNESS whereof this Deed has been duly executed and delivered on the date first above written.

THE ADDITIONAL CHARGORS

EXECUTED AS A DEED by

BIFFA WASTE SERVICES LIMITED acting by:

Marc Anthony Ansell as Director: _____
Michael Topham as Director: _____

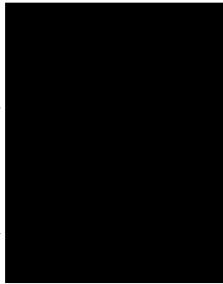


EXECUTED AS A DEED by

BIFFA MUNICIPAL LIMITED acting by:

Marc Anthony Angell
as Director:

Michael Topham
as Director:

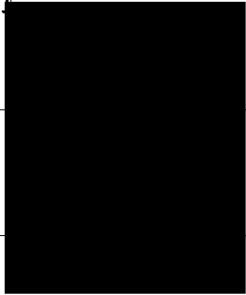


EXECUTED AS A DEED by

SYRACUSE WASTE LIMITED acting by

Marc Anthony Angelli
_____ as Director:

Michael Topham
_____ as Director:



EXECUTED AS A DEED by

BIFFA LANDFILL SOLUTIONS LIMITED acting by:

Marc Anthony Angelo as Director:

Michael Topham as Director:



EXECUTED AS A DEED by

BIFFA WEST SUSSEX LIMITED acting by:

Marc Anthony Appell as Director: _____

Michael Topham as Director: _____

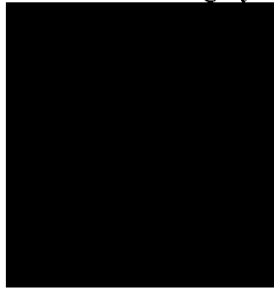


EXECUTED AS A DEED by

BIFFA (WEST SUSSEX) RECYCLING LIMITED acting by:

Marc Anthony Angell
as Director:

Michael Topham
as Director:



THE COMPANY

**EXECUTED AS A DEED by
BIFFA LIMITED acting by:**

Marc Anthony Angell
_____ as Director: —



Michael Topham
_____ as Director: —



THE SECURITY AGENT

For and on behalf of

GLAS TRUST CORPORATION LIMITED:

By:



Name: **Gilda Cara**

Title: Transaction Management Group Team Leader

By: _____

Name:

Title: