



Registration of a Charge

Company name: **BOLDBRINK LIMITED**

Company number: **02016426**



X3CLYYYY

Received for Electronic Filing: **21/07/2014**

Details of Charge

Date of creation: **11/07/2014**

Charge code: **0201 6426 0001**

Persons entitled: **HSBC BANK PLC AS SECURITY AGENT**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2016426

Charge code: 0201 6426 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2014 and created by BOLDBRINK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st July 2014 .

Given at Companies House, Cardiff on 21st July 2014

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**

THIS DEED OF ACCESSION is made on 16 July 2014

BETWEEN:-

- (1) **BOLDBRINK LIMITED** (the "New Chargor"), a company incorporated in England or Wales whose registered office is at 02016426;
- (2) **EDIF GROUP MANAGEMENT LIMITED** (the "Company") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below; and
- (3) **HSBC BANK PLC** as the Security Agent.

WHEREAS:-

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of EDIF Group Limited (the "Parent").
- (B) The Parent has entered into a deed dated 17 July 2013 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture") between the Parent, each of the companies named in the Debenture as Chargors, and HSBC Bank plc as agent and trustee for the Secured Finance Parties.
- (C) The New Chargor at the request of the Parent and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Parent or any other member of its group and after giving due consideration to the terms and conditions of the Secured Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture.

4. **EFFECT ON DEBENTURE**

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

5. **GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

EXECUTED as a Deed (but not delivered
until dated) by **BOLDBRINK LIMITED** acting
by a director, in the presence of:-

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)
)
)

[REDACTED]

Signature of witness:

Director

[REDACTED]

Name of witness:

[REDACTED]

Address:

[REDACTED]

Occupation:

[REDACTED]

EXECUTED as a Deed (but not delivered
until dated) by **EDIF GROUP MANAGEMENT
LIMITED** acting by a director, in the presence
of:-

)
)
)
)

[REDACTED]

Director

Signature of witness:

[REDACTED]

Name of witness:

[REDACTED]

Address:

[REDACTED]

Occupation:

[REDACTED]

The Security Trustee

SIGNED for and on behalf of
HSBC BANK PLC

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)

THIS DEED OF ACCESSION is made on 11 July 2014

BETWEEN:-

- (1) **BOLDBRINK LIMITED** (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at 02016426;
- (2) **EDIF GROUP MANAGEMENT LIMITED** (the "**Company**") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below; and
- (3) **HSBC BANK PLC** as the Security Agent.

WHEREAS:-

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of EDIF Group Limited (the "**Parent**").
- (B) The Parent has entered into a deed dated 17 July 2013 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") between the Parent, each of the companies named in the Debenture as Chargors, and HSBC Bank plc as agent and trustee for the Secured Finance Parties.
- (C) The New Chargor at the request of the Parent and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Parent or any other member of its group and after giving due consideration to the terms and conditions of the Secured Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture.

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Signature of witness:

Occupation:

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Occupation:

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[REDACTED]