



Registration of a Charge

Company name: **ADVANCE ENVIRONMENTAL LIMITED**

Company number: **03735393**

Received for Electronic Filing: **14/07/2017**



X6AOFKTM

Details of Charge

Date of creation: **12/07/2017**

Charge code: **0373 5393 0003**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed 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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHEPHERD AND WEDDERBURN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3735393

Charge code: 0373 5393 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2017 and created by ADVANCE ENVIRONMENTAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th July 2017 .

Given at Companies House, Cardiff on 18th July 2017

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**

DEED OF ACCESSION

THIS DEED OF ACCESSION is made the 12 day of July 2017

BETWEEN:

- (1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **THE COMPANIES** specified in Part II of the schedule hereto (the "**Further Companies**"); and
- (3) **LLOYDS BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 14 April 2016 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement is hereinafter referred to as the "**Principal Deed**").

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - 2.1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
 - 2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or any Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing

Company or Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or Further Company;

- 2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- 2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

- 2.2.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance of the Guarantee in respect of such Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Further Company;

- 2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and such Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- 2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell due.

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them:
- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities; and
 - (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities;
- 2.4 each Further Company with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations.
3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed.
4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Bank, the Existing Companies and the Further Companies and has been delivered upon its being dated.

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Registered Number</u>
Marlowe PLC	09952391
Fire & Security (Group) Limited	05792132
Marlowe 2016 Limited	09975667
Swift Fire Suppression Systems Limited	03897573
Swift Connect Monitoring Limited	09673581
Swift Fire and Security Group Limited	01609444
Swift Fire & Security (National) Limited	05239777
Swift Fire & Security (Northern) Ltd	05969657
SFMP (Group) Limited	07526930
Swift Fire & Mechanical Products Limited	08321912
Swift Fire & Security Limited	06163307
WCS Environmental Limited	02184649
WCS Environmental Group Limited	06528523
Fire Alarm Fabrication Services Limited	02565127
H2O Chemicals Limited	02669099
Hentland Limited	09336676
Titan Fire and Security Limited	10418931
B.B.C. Fire Protection Limited	01454397

Part II - The Further Companies

<u>Name</u>	<u>Registered Number</u>
Advance Environmental Limited	03735393

FURTHER COMPANIESSIGNED as a deed by **ADVANCE ENVIRONMENTAL LIMITED** acting by its:

ALEX DACRE.....(insert full name)
 Director [Signature].....(signature)

in the presence of

Witness: HANNA FORREST..... (name)
[Signature].....(signature)

Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGER**EXISTING COMPANIES**SIGNED as a deed by **SWIFT FIRE AND SECURITY GROUP LIMITED** acting by its:

ALEX DACRE.....(insert full name)
 Director [Signature].....(signature)

in the presence of

Witness: HANNA FORREST..... (name)
[Signature].....(signature)

Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGERSIGNED as a deed by **SWIFT FIRE & SECURITY (NATIONAL) Limited** acting by its:

ALEX DACRE.....(insert full name)
 Director [Signature].....(signature)

in the presence of

Witness: HANNA FORREST..... (name)
[Signature].....(signature)

Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **SWIFT FIRE & SECURITY (NORTHERN) LTD** acting by its:

..... ALEX DACRE (insert full name)
 Director (signature)

in the presence of

Witness: HANNA FORREST (name)
 (signature)

Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **SFMP (GROUP) LIMITED** acting by its:

..... ALEX DACRE (insert full name)
 Director (signature)

in the presence of

Witness: HANNA FORREST (name)
 (signature)

Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **SWIFT FIRE & MECHANICAL PRODUCTS LIMITED** acting by its:

..... ALEX DACRE (insert full name)
 Director (signature)

in the presence of

Witness: HANNA FORREST (name)
 (signature)

Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **SWIFT FIRE & SECURITY LIMITED** acting by its:

ALEX DACRE.....(insert full name)
 Director [Signature].....(signature)

in the presence of

Witness: HANNA FORREST..... (name)
[Signature].....(signature)

Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **WCS ENVIRONMENTAL LIMITED** acting by its:

ALEX DACRE.....(insert full name)
 Director [Signature].....(signature)

in the presence of

Witness: HANNA FORREST..... (name)
[Signature].....(signature)

Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **WCS ENVIRONMENTAL GROUP LIMITED** acting by its:

ALEX DACRE.....(insert full name)
 Director [Signature].....(signature)

in the presence of

Witness: HANNA FORREST..... (name)
[Signature].....(signature)


Address: 20 Grosvenor Place
London
SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **MARLOWE PLC** acting by its:

~~MARLOWE PLC~~ **ALEX DACEE** (insert full name)
 Director  (signature)


in the presence of

Witness: **HANNA FORREST** (name)
 (signature)

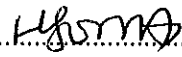
Address: 20 Grosvenor Place
 London
 SW1X 7HN

Occupation: **OFFICE MANAGER**

SIGNED as a deed by **FIRE & SECURITY (GROUP) LIMITED** acting by its:

ALEX DACEE (insert full name)
 Director  (signature)

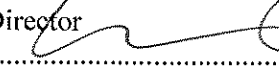
in the presence of

Witness: **HANNA FORREST** (name)
 (signature)

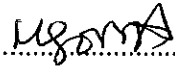
Address: 20 Grosvenor Place
 London
 SW1X 7HN

Occupation: **OFFICE MANAGER**

SIGNED as a deed by **MARLOWE 2016 LIMITED** acting by its:

ALEX DACEE (insert full name)
 Director  (signature)

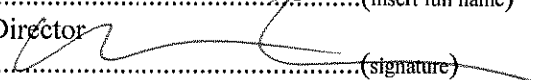
in the presence of

Witness: **HANNA FORREST** (name)
 (signature)

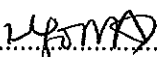
Address: 20 Grosvenor Place
 London
 SW1X 7HN

Occupation: **OFFICE MANAGER**

SIGNED as a deed by **SWIFT FIRE SUPPRESSION SYSTEMS LIMITED** acting by its:

..... ALEX DACRE (insert full name)
 Director  (signature)

in the presence of

Witness:..... HANNA FORREST (name)
  (signature)

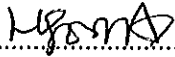
Address:..... 20 Grosvenor Place
 London
 SW1X 7HN

Occupation:..... OFFICE MANAGER

SIGNED as a deed by **SWIFT CONNECT MONITORING LIMITED** acting by its:

..... ALEX DACRE (insert full name)
 Director  (signature)

in the presence of

Witness:..... HANNA FORREST (name)
  (signature)


Address:..... 20 Grosvenor Place
 London
 SW1X 7HN

Occupation:..... OFFICE MANAGER

SIGNED as a deed by **FIRE ALARM FABRICATION SERVICES LIMITED** acting by its:

..... ALEX DACRE (insert full name)
 Director  (signature)

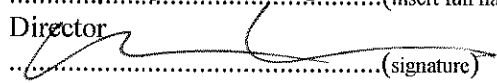
in the presence of

Witness:..... HANNA FORREST (name)
  (signature)

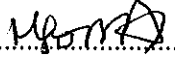
Address:..... 20 Grosvenor Place
 London
 SW1X 7HN

Occupation:..... OFFICE MANAGER

SIGNED as a deed by **H2O CHEMICALS LIMITED** acting by its:

..... ALEX DACRE (insert full name)
 Director  (signature)

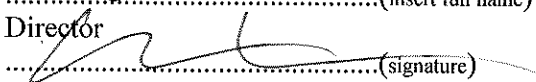
in the presence of

Witness: HANNA FORREST (name)
  (signature)

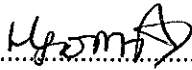
Address: 20 Grosvenor Place
 London
 SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **HENTLAND LIMITED** acting by its:

..... ALEX DACRE (insert full name)
 Director  (signature)

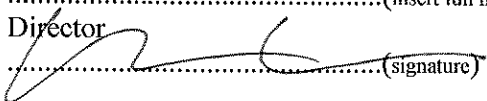
in the presence of

Witness: HANNA FORREST (name)
  (signature)

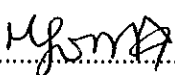
Address: 20 Grosvenor Place
 London
 SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **TITAN FIRE AND SECURITY LIMITED** acting by its:

..... ALEX DACRE (insert full name)
 Director  (signature)

in the presence of

Witness: HANNA FORREST (name)
  (signature)

Address: 20 Grosvenor Place
 London
 SW1X 7HN

Occupation: OFFICE MANAGER

SIGNED as a deed by **B.B.C. FIRE PROTECTION LIMITED** acting by its:

..... **ALEX DACRE** (insert full name)
 Director (signature)

in the presence of

Witness: **HANNA FORREST** (name)
 (signature)

Address: 20 Grosvenor Place
 London
 SW1X 7HN

Occupation: **OFFICE MANAGER**

BANK

SIGNED and delivered as a deed as authorised signatory for and on behalf of **LLOYDS BANK PLC**
 by:

..... (insert full name of Authorised Signatory)
 (signature)

in the presence of

Witness: (name)
 (signature)

Address:

Occupation:

DEED OF ACCESSION

THIS DEED OF ACCESSION is made the 12 day of July 2017

BETWEEN:

- (1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **THE COMPANIES** specified in Part II of the schedule hereto (the "**Further Companies**"); and
- (3) **LLOYDS BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 14 April 2016 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement is hereinafter referred to as the "**Principal Deed**").

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - 2.1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
 - 2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or any Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company or Further Company to the Bank at such date whether actual or

contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or Further Company;

- 2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- 2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
 - 2.2.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance of the Guarantee in respect of such Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Further Company;
 - 2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as

may from time to time be agreed between the Bank and such Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

- 2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them:
- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities; and
 - (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities;
- 2.4 each Further Company with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations.
3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed.
4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Bank, the Existing Companies and the Further Companies and has been delivered upon its being dated.

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Registered Number</u>
Marlowe PLC	09952391
Fire & Security (Group) Limited	05792132
Marlowe 2016 Limited	09975667
Swift Fire Suppression Systems Limited	03897573
Swift Connect Monitoring Limited	09673581
Swift Fire and Security Group Limited	01609444
Swift Fire & Security (National) Limited	05239777
Swift Fire & Security (Northern) Ltd	05969657
SFMP (Group) Limited	07526930
Swift Fire & Mechanical Products Limited	08321912
Swift Fire & Security Limited	06163307
WCS Environmental Limited	02184649
WCS Environmental Group Limited	06528523
Fire Alarm Fabrication Services Limited	02565127
H2O Chemicals Limited	02669099
Hentland Limited	09336676
Titan Fire and Security Limited	10418931
B.B.C. Fire Protection Limited	01454397

Part II - The Further Companies

<u>Name</u>	<u>Registered Number</u>
Advance Environmental Limited	03735393

FURTHER COMPANIES

SIGNED as a deed by **ADVANCE ENVIRONMENTAL LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

EXISTING COMPANIES

SIGNED as a deed by **SWIFT FIRE AND SECURITY GROUP LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **SWIFT FIRE & SECURITY (NATIONAL) Limited** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **SWIFT FIRE & SECURITY (NORTHERN) LTD** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **SFMP (GROUP) LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **SWIFT FIRE & MECHANICAL PRODUCTS LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **SWIFT FIRE & SECURITY LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **WCS ENVIRONMENTAL LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **WCS ENVIRONMENTAL GROUP LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **MARLOWE PLC** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **FIRE & SECURITY (GROUP) LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **MARLOWE 2016 LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **SWIFT FIRE SUPPRESSION SYSTEMS LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **SWIFT CONNECT MONITORING LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **FIRE ALARM FABRICATION SERVICES LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **H20 CHEMICALS LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **HENTLAND LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **TITAN FIRE AND SECURITY LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

SIGNED as a deed by **B.B.C. FIRE PROTECTION LIMITED** acting by its:

.....(insert full name)

Director

.....(signature)

in the presence of

Witness:..... (name)

.....(signature)

Address:.....

.....

.....

Occupation:.....

BANK

SIGNED and delivered as a deed as authorised signatory for and on behalf of **LLOYDS BANK PLC** by:

Kim Carrus.....(insert full name of Authorised Signatory)

[Signature].....(signature)

in the presence of

Witness: OLIVER DAVIES..... (name)

[Signature].....(signature)

Address: Condor House
10 St. Paul's Churchyard
London EC4M 8AL

Occupation: Intern.....