

MR01

Particulars of a charge

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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 there is no
instrument. Use form MF

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

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, scanned and placed on the public record. **Do not send the original**



A07

A5FJX0PF

15/09/2016

#211

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 7 5 2 6 9 3 0

Company name in full SFMP (GROUP) LIMITED

For official use

→ **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 0 8 / 0 9 / 2 0 1 6

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 ✓ LLOYDS BANK PLC ("the Lender")

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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Particulars of a charge

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

Brief description

None

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

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

for and on behalf of

Shepherd and Wedderburn LLP (as agent to the Lender)

X

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

MR01

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 Thomas Keenan (L1693.77-04)

Company name Shepherd and Wedderburn LLP

Address Condor House

10 St Paul's Churchyard

Post town London

County/Region

Postcode E C 4 M 8 A L

Country

DX DX 98945 Cheapside 2

Telephone 020 7429 4996



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 enquires@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: 7526930

Charge code: 0752 6930 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2016 and created by SFMP (GROUP) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2016.

DN

Given at Companies House, Cardiff on 21st September 2016



Companies House



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

We hereby certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the original

Signed *Scott Ross*

Date 12/09/2016

DEED OF ACCESSION For and on behalf of Shepherd and Wedderburn LLP

THIS DEED OF ACCESSION is made the 8th day of September 2016

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 and each of the Existing Companies 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

Part II - The Further Companies

<u>Name</u>	<u>Registered Number</u>
H2O Chemicals Limited	02669099

FURTHER COMPANIES

SIGNED as a deed by H2O CHEMICALS LIMITED acting by its

ALEXANDER DACRE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

EXISTING COMPANIES

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

ALEXANDER DACRE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

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

ALEXANDER DACRE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

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

ALEXANDER DACKLE
 (insert full name)
 Director [REDACTED]
 [REDACTED] (signature)

in the presence of

Witness *GREGORY BANNER* (name)
 [REDACTED] (signature)

Address [REDACTED]

Occupation *Corporate Development*

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

ALEXANDER DACKLE
 (insert full name)
 Director [REDACTED]
 [REDACTED] (signature)

in the presence of

Witness *GREGORY BANNER* (name)
 [REDACTED] (signature)

Address [REDACTED]

Occupation *Corporate Development*

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

ALEXANDER DACKLE
 (insert full name)
 Director [REDACTED]
 [REDACTED] (signature)

in the presence of

Witness *GREGORY BANNER* (name)
 [REDACTED] (signature)

Address [REDACTED]

Occupation *Corporate Development*

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

ALEXANDER DACKIE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER .. (name)

(signature)

Address

Occupation Corporate Development

SIGNED as a deed by WCS ENVIRONMENTAL LIMITED acting by its

ALEXANDER DACKIE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

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

ALEXANDER DACKIE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

SIGNED as a deed by MARLOWE PLC acting by its

ALEXANDER DACKLE (insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address:

Occupation Corporate Development

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

ALEXANDER DACKLE (insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

SIGNED as a deed by MARLOWE 2016 LIMITED acting by its

ALEXANDER DACKLE (insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

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

ALEXANDER DACKRE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

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

ALEXANDER DACKRE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

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

ALEXANDER DACKRE
(insert full name)

Director

in the presence of

Witness GREGORY BANNER (name)

(signature)

Address

Occupation Corporate Development

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