

# MR01

## Particulars of a charge



134955/13

A fee is payable with this form  
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 an instrument. Use form MR08.

For further information, please  
refer to our guidance at

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. The  
instrument must be scanned and placed on the public record.

FRIDAY



A31

\*A273N6NE\*

26/04/2013

#110

COMPANIES HOUSE

### 1 Company details

Company number 08379553

Company name in full EARTHING SOLUTIONS LIMITED  
(the "New Chargor")

→ **Filling 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 19/04/2013

### 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 HSBC BANK PLC

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

MR01

Particulars of a charge

4

**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

N/A

**Continuation page**

Please use a continuation page if you need to enter more details

5

**Fixed charge or fixed security**

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01  
Particulars of a charge

8

Trustee statement <sup>①</sup>

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 Robert Masons LLP X

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

MR01  
Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Amy Johnston

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode EC2A 4ES

Country

DX 157620 Broadgate 3

Telephone 020 7490 6698



**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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8379553

Charge code: 0837 9553 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2013 and created by EARTHING SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2013

DX

Given at Companies House, Cardiff on 1st May 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## DEED OF ACCESSION

THIS DEED OF ACCESSION is made on

19 April

2013

### BETWEEN -

- (1) **EARTHING SOLUTIONS LIMITED** (the "New Chargor"), a company incorporated in England or Wales whose registered office is at TY Canol, Clun Avenue, Pontyclun, Mid Glamorgan, Wales CF72 9AG,
- (2) **EDIF GROUP LIMITED** (the "Ultimate Parent"), and
- (3) **HSBC BANK PLC** as the Lender

### WHEREAS -

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Ultimate Parent
- (B) The Ultimate Parent has entered into a deed dated 12 June 2012 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture") between the Ultimate Parent, each of the companies named in the Debenture as Chargors, and HSBC Bank plc
- (C) The New Chargor at the request of the Ultimate Parent and in consideration of the Lender making or continuing to make facilities available to the Ultimate Parent or any other member of its group and after giving due consideration to the terms and conditions of the 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 -

### 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
- 1 3 This Deed is a Finance Document

### 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

*We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.  
Dated this 25<sup>th</sup> day of April 2013  
Piers-Henson LLP*

**3 SECURITY**

The New Chargor mortgages, charges and assigns to the Lender, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*)

**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

**SCHEDULE 1**  
**DETAILS OF LAND**



**The New Chargor**

**EXECUTED** as a Deed

by **EARTHING SOLUTIONS LIMITED**

acting by a Director in the presence of a witness -

)  
)  
)  
) Director  
)

Signature of witness

Name of witness **ANTHONY CHANT**

Address

**The Ultimate Parent**

**EXECUTED** (but not delivered

until the date hereof) **AS A DEED**

by **EDIF GROUP LIMITED**

acting by a Director in the presence of a witness -

)  
)  
) Director  
)

Signature of witness

Name of witness

Address

**The Lender**

**SIGNED** for and on behalf of

**HSBC BANK PLC**

)  
)

## DEED OF ACCESSION

THIS DEED OF ACCESSION is made on

19 April

2013

### BETWEEN -

- (1) **EARTHING SOLUTIONS LIMITED** (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at TY Canol, Clun Avenue, Pontyclun, Mid Glamorgan, Wales CF72 9AG,
- (2) **EDIF GROUP LIMITED** (the "**Ultimate Parent**"), and
- (3) **HSBC BANK PLC** as the Lender

### WHEREAS -

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Ultimate Parent
- (B) The Ultimate Parent has entered into a deed dated 12 June 2012 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") between the Ultimate Parent, each of the companies named in the Debenture as Chargors, and HSBC Bank plc
- (C) The New Chargor at the request of the Ultimate Parent and in consideration of the Lender making or continuing to make facilities available to the Ultimate Parent or any other member of its group and after giving due consideration to the terms and conditions of the 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 -

#### 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
- 1 3 This Deed is a Finance Document

#### 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

We certify that, save for material redacted pursuant to s. 859 G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.  
Dated this 25<sup>th</sup> day of April 2013.  
Rusent Maxu UP

**3 SECURITY**

The New Chargor mortgages, charges and assigns to the Lender, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*)

**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

**The New Chargor**

**EXECUTED** as a Deed  
by **EARTHING SOLUTIONS LIMITED**  
acting by a Director in the presence of a )  
witness - )  
)  
) Director  
)

Signature of witness

Name of witness

Address

**The Ultimate Parent**

**EXECUTED** (but not delivered  
until the date hereof) **AS A DEED**  
by **EDIF GROUP LIMITED**  
acting by a Director in the presence of a )  
witness - )  
) Director  
)

Signature of witness

Name of witness

Address

C MELVILLE

**The Lender**

**SIGNED** for and on behalf of )  
**HSBC BANK PLC** )

## DEED OF ACCESSION

THIS DEED OF ACCESSION is made on

19 April.

2013

### BETWEEN -

- (1) **EARTHING SOLUTIONS LIMITED** (the "New Chargor"), a company incorporated in England or Wales whose registered office is at TY Canol, Clun Avenue, Pontyclun, Mid Glamorgan, Wales CF72 9AG,
- (2) **EDIF GROUP LIMITED** (the "Ultimate Parent"), and
- (3) **HSBC BANK PLC** as the Lender

### WHEREAS -

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Ultimate Parent
- (B) The Ultimate Parent has entered into a deed dated 12 June 2012 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture") between the Ultimate Parent, each of the companies named in the Debenture as Chargors, and HSBC Bank plc
- (C) The New Chargor at the request of the Ultimate Parent and in consideration of the Lender making or continuing to make facilities available to the Ultimate Parent or any other member of its group and after giving due consideration to the terms and conditions of the 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 -

### 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
- 1 3 This Deed is a Finance Document

### 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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.  
Dated this 25<sup>th</sup> day of April 2013  
Robert Harrison CUP.

**3 SECURITY**

The New Chargor mortgages, charges and assigns to the Lender, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*)

**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

**The New Chargor**

**EXECUTED** as a Deed

by **EARTHING SOLUTIONS LIMITED**

acting by a Director in the presence of a witness - )

)  
) Director  
)

Signature of witness

Name of witness

Address

**The Ultimate Parent**

**EXECUTED** (but not delivered

until the date hereof) **AS A DEED**

by **EDIF GROUP LIMITED**

acting by a Director in the presence of a witness - )

)  
) Director  
)

Signature of witness

Name of witness

Address

**The Lender**

**SIGNED** for and on behalf of  
**HSBC BANK PLC**

)  
)

