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V/093379/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

Please see 'How to pay' on the last page

You can use the WebFiling service where this form is available to be filed online
Please go to 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 no instrument Use form MR08

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

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 delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will scanned and placed on the public record

SATURDAY

A2HCSMXE
A03 21/09/2013 #107
COMPANIES HOUSE

For official use

14

→ Filling in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 03582614

Company name in full: RAPID INSTALLATIONS UK LTD

2 Charge creation date

Charge creation date: d 19 m 09 y 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: LLOYDS TSB 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

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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

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

Description

NONE

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**

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Trustee statement ⊕

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

☐

⊕ This statement may be filed after the registration of the charge (use form MR06)

Signature

Please sign the form here

Signature

Signature

X Peter Currie

X PETER CURRIE TECHNICAL EXPERT

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

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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 Graham Robertson

Company name Lloyds TSB Bank Plc

Address 5th Floor

110 St Vincent Street

Post town Glasgow

County/Region

Postcode G 2 5 E R

Country

DX 554160 Glasgow 53

Telephone 0845 835 8025

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 or email 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

This form has been provided free of charge by Companies House

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01 - continuation page

Particulars of a charge

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3582614

Charge code: 0358 2614 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2013 and created by RAPID INSTALLATIONS UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2013

Given at Companies House, Cardiff on 24th September 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I 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

Peter Currie

For and on behalf of Lloyds TSB Bank plc

PETER CURRIE
TECHNICAL EXPERT

Date 20/9/13

Lloyds TSB Bank Plc
WBM Lloyds Securities
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

THIS DEED OF ADMISSION is made the 19TH day of SEPTEMBER 2013

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 TSB BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 2nd August 2004 and made between the Existing Companies named in Part I of the schedule (1) and the Bank (2) (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 on demand

2 1 1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by any one or more of the Existing Companies and any other Further Company anywhere in any manner whatsoever without limitation 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 or other transaction or by operation of law including

(a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all sums (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 by any means 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, and

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 the preparation and enforcement of any security held by or offered to the Bank for such 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 on demand

2 2 1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by any one or more of the Further Companies anywhere in any manner whatsoever without limitation 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 or other transaction or by operation of law including.

(a) in the case of the liquidation, administration or dissolution of such Further Company, all sums (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 by any means 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 the preparation and enforcement of any security held by or offered to the Bank for such 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,

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 2 4 the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien or similar 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 or 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 2 5 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 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 22 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

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 16th July 2004 appointing any two Directors or a Director and the Company Secretary for this purpose in accordance with section 74(4) of the Law of Property Act 1925 or applicable law of any jurisdiction and all other powers thereto enabling it

The Schedule

Part I - The Existing Companies

Name	Company Number	Registered Office
Abbey Pynford Holdings Limited	05027756	1st Floor West Wing Imex Maxted Road Hemel Hempstead Hertfordshire HP2 7DX
Rapid Installations UK Ltd	03582614	2 Mountview Court 310 Freiern Barnet Lane Whetstone London N20 0YZ
Abbey Pynford Foundation Systems Limited	03575157	Richmond House Walkern Road Stevenage Hertfordshire HP2 7DX
Abbey Pynford Services Limited	02536812	1st Floor West Wing Imex Maxted Road Hemel Hempstead Hertfordshire HP2 7DX
Abbey Pynford Special Contracts Limited **(Dissolved)**	02187404	1st Floor 46 Clarendon Road Hertfordshire WD17 1JJ

Part II - The Further Company

Name	Company Number	Registered Office
Abbey Pynford Foundation Solutions Limited	08133888	1st Floor West Wing Imex Maxted Road Hemel Hempstead Hertfordshire HP2 7DX
Abbey Pynford Geo Structures Ltd	08133914	Richmond House Walkern Road Stevenage Hertfordshire HP2 7DX

SIGNED as a deed by Abbey Pynford Foundation Solutions Limited acting by its

Mark Badham (insert full name) Paul Hiss .... ..(insert full name)

Director Director/Secretary*

[redacted] (signature) [redacted] (signature)

in the presence of

Witness Julie Baronet. (name)

[redacted] (signature)

Address

Occupation finance manager.

SIGNED as a deed by Abbey Pynford Geo Structures Ltd acting by its

Mark Badham .(insert full name) Paul Hiss (insert full name)

Director

[redacted] (signature) [redacted] (signature)

in the presence of

Witness Julie Baronet. (name)

[redacted] (signature)

Address

Occupation finance manager.

SIGNED as a deed by Abbey Pynford Holdings Limited acting by its.

Mark Badham (insert full name) Paul Hiss (insert full name)

Director Director/Secretary*

[redacted] (signature) [redacted]

in the presence of

Witness Julie Baronet - (name)

[redacted] (signature)

Address

Occupation. finance manager.

SIGNED as a deed by the Existing Companies other than Abbey Pynford Holdings Limited acting by Abbey Pynford Holdings Limited their duly authorised attorney acting by its

MARK BADHAM (insert full name) PAUL HESS (insert full name)

Director Director/Secretary*

[redacted] (signature) [redacted]

in the presence of

Witness Julie Baronet (name)

[redacted] (signature)

Address [redacted]

Occupation Finance manager

* Delete as applicable