

MR01

Particulars of a charge



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

☒ **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**
You may not use this form to
register a charge where
instrument Use form Mf

SATURDAY



A16 *A42NMCQG* #360
07/03/2015
COMPANIES HOUSE

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. This will be scanned and placed on the public record. Do not send the original

1 Company details

Company number 09237982

Company name in full The Electrical Industries Trading Company 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 24/02/2015

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 The Electrical Industries Charity Limited

Name

Name

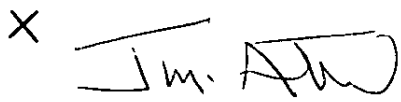
Name

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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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	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"
Brief description	Fixed charge over all property and intellectual property belonging to The Electrical Industries Trading Company Limited at the date of the charge and in the future. 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	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input checked="" type="checkbox"/> 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	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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)
	<input type="checkbox"/>	
9	Signature	
	Please sign the form here	
Signature	Signature 	
	This form must be signed by a person with an interest in the charge	

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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

Company name

Blake Morgan LLP

Address

New Kings Court

Tollgate

Chandler's Ford

Post town

Eastleigh

County/Region

Hampshire

Postcode

S O 5 3 3 L G

Country

England

DX

155850 Eastleigh

Telephone

023 8090 8090



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 NR 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 9237982

Charge code: 0923 7982 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2015 and created by THE ELECTRICAL INDUSTRIES TRADING COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2015.

Q

Given at Companies House, Cardiff on 17th March 2015



Companies House



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


Date 24.2.2015

We certify this to be a true and complete copy of the original

this 6th day of March 2015

BLAKE 
MORGAN

New Kings Court, Tollgate
Chandler's Ford, Eastleigh SO53 3LG


KIRSTEEN HOOK
SOLICITOR

- (1) The Electrical Industries Charity Limited
- (2) The Electrical Industries Trading Company Limited

LOAN AGREEMENT

Dated 24/02/2015

PARTIES

- (1) The Electrical Industries Charity Limited a company limited by guarantee (company number 02726030) and a registered charity number 1012131 whose registered office is at 36 Tanner Street, London, SE1 3LD ('the Lender')
- (2) The Electrical Industries Trading Company Limited being a trading company limited by shares (company number 9237982) whose registered office is at 36 Tanner Street, London, SE1 3LD ('the Borrower')

BACKGROUND

- (A) The Borrower is a wholly owned company of the Lender
- (B) The Lender has agreed to lend the sum of £80,000 to the Borrower and in consideration for that the Borrower has agreed to grant this Debenture to the Lender

1 INTERPRETATION

In this Debenture

Acts means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force),

Administrator has the meaning given to it in the Insolvency Act 1986 as amended by the Enterprise Act 2002,

Assets means all the present and future undertaking and assets of the Borrower whatever and wherever,

Indebtedness means all the Borrower's present or future indebtedness to the Lender whatever, of whatever kind and however arising,

Loan means the sum of £80,000 now lent and all subsequent monies lent by the Lender to the Borrower,

Property means all estates or interests in all leasehold and freehold land now and in the future vested in the Borrower, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that land, and

Receiver has the meaning given to it in clause 4 1

2 CHARGE

- 2 1 The Borrower will on demand pay or discharge the Indebtedness to the Lender As security for the payment and discharge of the Indebtedness, the Borrower charges to the Lender, with full title guarantee

- 2 1 1 By way of fixed charge

- (a) all its Property,
- (b) all the goodwill and uncalled capital for the time being of the Borrower,
- (c) all book debts and other debts now and in the future due or owing to the Borrower,
- (d) all intellectual property rights, choses in action and claims now and in the future belonging to the Borrower

2 1 2 By way of floating charge, all Assets other than assets which are for the time being effectively charged by any fixed charge in clause 2 1 1

3 OBLIGATIONS OF THE BORROWER

3 1 The Borrower shall pay to the Lender interest on the Loan annually in arrears at the rate of 1% above the Bank of England base rate per annum from the date of this Debenture to the 31 March 2015 and thereafter every 31 March until the date of repayment of the Loan

3 2 The rate of interest in 3 1 shall be reviewed by the Lender every year and any proposed change shall be effective from 1 April that year provided that any proposed change in the interest rate shall be communicated to the Borrower in writing not less than 30 days before the change takes effect

3 3 The Borrower shall not without the prior consent of the Lender

3 3 1 (except for charges in favour of the Lender created under or pursuant to this Debenture) create or permit to subsist any mortgage, charge or lien on any of its Property or Assets,

3 3 2 sell, transfer or otherwise dispose of its Property or Assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business,

3 3 3 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or any part of it

4 RECEIVER

4 1 At any time after the Borrower's failure to pay any Indebtedness when due (or if so requested by the Borrower), the Lender may appoint by writing any person or persons to be an administrative receiver or a receiver and manager or receivers and managers or an Administrator ('the Receiver', which expression shall include any substituted receiver(s) and manager(s) and/or Administrator(s)) of all or any part of the Assets and Property

4 2 The Lender may from time to time at its discretion determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place

4 3 The Receiver shall, subject to the terms of the Acts, be the Borrower's agent and shall have all powers conferred by the Acts. The Borrower alone shall be responsible for his acts and

omissions and for his remuneration, costs, fees, taxes and expense to the exclusion of liability on the part of the Lender

5 MISCELLANEOUS

5 1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Borrower without the Lender's prior consent. Section 93 of the Law of Property Act 1925 shall not apply.

5 2 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Debenture. The Lender shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.

5 3 No failure or delay on the Lender's part in the exercise of any of its rights, powers and remedies (in this clause 5 'right(s)') under this Debenture or at law shall operate or be construed as a waiver. No waiver of any of the Lender's rights shall preclude any further or other exercise of that right or of any other right.

5 4 The Borrower shall, on demand by the Lender, execute and deliver all transfers, mandates, assignments, deeds, notices or other documents as the Lender may require to perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Assets and Property and otherwise give effect to the intent of this Debenture.

6 NOTICES

6 1 Any demand, notice or other communication by either party to the other may be delivered personally to the recipient or sent to the recipient by post or fax at the address specified above (or such other address notified by the recipient in advance). Any such notice, demand or other communication shall be deemed to have been received 24 hours after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by fax with correct answer back) whether or not it is actually received.

7 REDEMPTION

7 1 Subject to clause 8, after the Lender is satisfied that the Indebtedness has been repaid or discharged in full the Lender will at the request and cost of the Borrower release the assets charged under this deed from the security created by this deed.

8 DISCHARGE CONDITIONAL

8 1 Any discharge of the Borrower by the Lender on reliance on a payment or security received by the Lender will cease to be effective if that payment or security received by the Lender is avoided, reduced or invalidated for any reason and the Lender will be entitled to recover from the Borrower on demand the amount discharged by such payment or security.

ATTESTATION

[EITHER

Signed as a Deed by THE ELECTRICAL INDUSTRIES
CHARITY LIMITED acting by

Director

Director

OR

Signed as a Deed by THE ELECTRICAL INDUSTRIES
CHARITY LIMITED acting by

Director

Witness signature

Name

(in block capitals)

Address

Occupation]



H.W. GROENEWALD

175-177 BODLEIGH HIGH STREET

LONDON SE1 1HR

ACCOUNTANT

[EITHER


Signed as a Deed by THE ELECTRICAL INDUSTRIES
TRADING COMPANY LIMITED acting by

Director

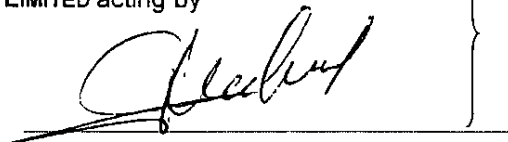
Director

OR

Signed as a Deed by THE ELECTRICAL INDUSTRIES
TRADING COMPANY LIMITED acting by


Director

Witness signature



Name
(in block capitals)

GEORGI MARINOV

Address

175-177 Borough High Str.

London, SE1 1HR

Occupation]

Accountant