



**Registration of a Charge**

Company name: **ELMWOOD SITE SOLUTIONS LIMITED**

Company number: **10693670**



X6I7PG08

Received for Electronic Filing: **31/10/2017**

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**Details of Charge**

Date of creation: **24/10/2017**

Charge code: **1069 3670 0003**

Persons entitled: **GRANT MARTIN EUGENE BEGLAN**

Brief description: **ALL LAND NOW VESTED IN THE COMPANY AND ALL LAND ACQUIRED BY THE COMPANY AFTER THE DATE OF THE CHARGE TOGETHER WITH ALL INTELLECTUAL PROPERTY OWNED NOW OR IN THE FUTURE BY THE COMPANY.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**ROSENBLATT**



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

Company number: 10693670

Charge code: 1069 3670 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2017 and created by ELMWOOD SITE SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2017 .

Given at Companies House, Cardiff on 2nd November 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

Date: *24<sup>th</sup> October 2017*

(1) ENVIRONMENTAL GROUP LIMITED AND OTHERS (as Chargors)

(2) ELMWOOD SITE SOLUTIONS LIMITED (as Additional Chargor)

and

(3) GRANT MARTIN EUGENE BEGLAN (as Chargee)

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**SUPPLEMENTAL GUARANTEE AND  
DEBENTURE**

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**rosenblatt**

9-13 St Andrew Street  
London EC4A 3AF  
Tel: 020 7955 0880  
Fax: 020 7955 0888  
Ref: GRA/48/2

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THIS DEED is dated

24<sup>th</sup> October

2017 and is made between:

- (1) **THE COMPANIES** listed in SCHEDULE 1 (together, the “**Original Chargors**” and each an “**Original Chargor**”);
- (2) **ELMWOOD SITE SOLUTIONS LIMITED**, a company incorporated and registered in England and Wales with registered number 10693670 (the “**Additional Chargor**”); and
- (3) **GRANT MARTIN EUGENE BEGLAN**, a private individual whose residential address is 323, Benfleet Road, Benfleet, Essex SS7 1PW (the “**Chargee**”).

**BACKGROUND:**

- (A) Pursuant to a guarantee and debenture dated 10 January 2017 (the “**Original Guarantee and Debenture**”), the Original Chargors created Security Interests over all of their respective property, assets and undertaking as security for, among other things, the present and future obligations and liabilities of the Original Chargors to the Chargee.
- (B) Pursuant to the terms of a facility agreement dated 10 January 2017 and made between, amongst others, (1) Environmental Group Limited (as borrower) (the “**Parent**”) and (2) AIB Group (UK) p.l.c. (as lender) (“**AIB**”) (the “**Facility Agreement**”), AIB agreed to advance a term loan of up to £6,400,000 to the Parent.
- (C) The Parent has agreed to acquire the entire issued share capital of the Additional Chargor pursuant to the terms of a share purchase agreement to be entered into on or about the date of this Deed between (1) the Parent (as buyer) and (2) Antonia Woodward (as seller) (the “**Acquisition**”).
- (D) The parties to the Facility Agreement have agreed to amend and restate the terms of the Facility Agreement to reflect the new structure of the Parent’s group. Further, the Chargors have agreed that the Additional Chargor shall accede to the Original Guarantee and Debenture as a Chargor. The Chargee has also requested that the Original Chargors confirm that their obligations and the Security Interests granted under the Original Guarantee and Debenture are extended to meet any additional obligations owed by the Chargors to the Chargee.
- (E) This Deed is supplemental to the Original Guarantee and Debenture.
- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED as follows:**

**1. INTERPRETATION**

**1.1** In this Deed,

“**Chargors**” means the Original Chargors and the Additional Chargor.

“**Finance Documents**” means the Loan Note Instrument, the Original Guarantee and Debenture and this Deed.

**"Loan Note Instrument"** means the loan note instrument constituting Series B Secured Non-Interest Bearing Loan Note Instrument dated 10 January 2017 entered into by the Parent, together with all loan notes constituted and issued pursuant thereto and for the time being outstanding.

**"Secured Liabilities"** means all present and future liabilities and obligations of the Chargors to the Chargee under the Loan Note Instrument, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in any other capacity whatsoever and whether or not the Chargee was the original creditor in respect thereof, including without limitation interest, commission, costs, charges and expenses charged by the Chargee at rates agreed by it and the Chargors.

**"Security Period"** means the period from the date of this Deed until the date on which the Chargee has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

- 1.2 Save where otherwise specified, capitalised terms used in this Deed have, unless expressly defined in this Deed, the meanings given to those terms by the Original Guarantee and Debenture.
- 1.3 The provisions of clause 1.3 (*Interpretation*) of the Original Guarantee and Debenture apply to this Deed as though they were set out in full in this Deed except that references to the Guarantee and Debenture are to be construed as references to this Deed.
- 1.4 A Finance Document or other document or security includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility.
- 1.5 A reference to any asset, unless the context otherwise requires, includes any present and future assets.
- 1.6 Any covenant of the Chargors under this Deed (other than a payment obligation) remains in force during the Security Period.
- 1.7 If the Chargee considers that an amount paid to the Chargee under a Finance Document is capable of being lawfully avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.8 Unless the context otherwise requires, a reference to Charged Property includes the proceeds of sale of that Charged Property.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed:
  - (i) is created in favour of the Chargee;
  - (ii) is created over present and future assets of the Chargors;

- (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Chargee holds the benefit of this Deed.
- (c) All the Security Interests created under this Deed:
- (i) are created in case the security created by the Original Guarantee and Debenture does not secure all of the Secured Liabilities; and
  - (ii) are created in addition to and do not affect the security created by the Original Guarantee and Debenture.

Where this Deed purports to create a first fixed Security Interest, that Security Interest will be subsequent ranking Security Interest ranking subject to any equivalent Security created by the Original Guarantee and Debenture until such time as the Security Interests created by the Original Guarantee and Debenture cease to have effect.

- (d) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Guarantee and Debenture and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interests created by the Original Guarantee and Debenture cease to have effect at a time when this Deed still has effect.

## 2.2 *Guarantee*

Each Chargor, with effect from the date of this Deed, confirms that any security, guarantee or indemnity created or given by it under the Finance Documents will:

- (a) continue in full force and effect; and
- (b) extend to all of its liabilities and obligations arising under the Loan Note Instrument.

## 2.3 *Security*

- (a) As a continuing security for payment of the Secured Liabilities, the Chargors with full title guarantee charge to the Chargee all their respective rights, title and interest from time to time in each of the following assets:
- (i) by way of fixed charge, the Land;
  - (ii) by way of fixed charge, the Securities;
  - (iii) by way of fixed charge, the Intellectual Property;
  - (iv) by way of fixed charge, the Monetary Claims;



- (v) by way of fixed charge, the Fixed Plant and Equipment;
  - (vi) by way of fixed charge, the Loose Plant and Equipment;
  - (vii) by way of fixed charge, the Accounts;
  - (viii) by way of fixed charge, the Insurances;
  - (ix) by way of fixed charge, the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims (except for the Receivables), the Fixed Plant and Equipment and the Loose Plant and Equipment; and
  - (x) by way of fixed charge, their present and future goodwill and uncalled capital.
- (b) As continuing security for payment of the Secured Liabilities, the Chargors with full title guarantee charge to the Chargee by way of floating charge, the whole of their respective undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of the Chargors situated in Scotland and (for the avoidance of doubt) the Receivables and the Related Rights arising under or in connection with the Receivables.
- (c) If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargors shall hold it on trust for the Chargee.
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

### **3. INCORPORATION**

The provisions of Clauses 2 (*Guarantee and Covenant to Pay*) and 3 (*Interest*) and Clauses 5 (*Crystallisation of Floating Charge*) to Clause 30 (*Inconsistency with Loan Note Instrument*) (inclusive) of the Original Guarantee and Debenture are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

### **4. ACCESSION**

- 4.1 This Deed shall take effect as an Accession Deed for the purposes of the Original Guarantee and Debenture.
- 4.2 With effect from the date of this Deed, the Additional Chargor agrees to become a Chargor and to be bound by the terms of the Original Guarantee and Debenture and this Deed as a Chargor.

### **5. MISCELLANEOUS**

The Original Guarantee and Debenture will remain in full force and effect.

### **6. GOVERNING LAW**

6.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**IN WITNESS** whereof this Deed has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1****The Original Chargors**

<b>Company Name</b>	<b>Jurisdiction of Incorporation</b>	<b>Registered Number</b>	<b>Registered Office Address</b>
Environmental Group Limited	England and Wales	10439076	Aspect House, Honywood Road, Basildon, United Kingdom, SS14 3DS
Grantis Group Limited	England and Wales	06459288	Aspect House, Honywood Road, Basildon, United Kingdom, SS14 3DS
Aspect Contracts Limited	England and Wales	06459279	Aspect House, Honywood Road, Basildon, United Kingdom, SS14 3DS
Aspect Contracts (Asbestos) Limited	England and Wales	02144974	Aspect House, Honywood Road, Basildon, United Kingdom, SS14 3DS
Grade 3 Limited	England and Wales	04693854	Bendel House, Temple Street, Hull HU5 1AD
R & F Insulations Limited	England and Wales	02082638	Unit 5, Hall Road Industrial Estate, Hall Road, Southminster, Essex CM0 7DA

**SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE**

**ORIGINAL CHARGORS**

EXECUTED AND DELIVERED AS A DEED )  
BY )  
ENVIRONMENTAL GROUP LIMITED )

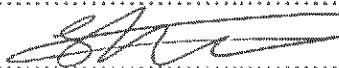


ACTING BY ANTONY SMITH )  
 )  
A DIRECTOR )  
IN THE PRESENCE OF: )

WITNESS NAME: SIMON LETTS

SIMON LETTS

WITNESS SIGNATURE:



WITNESS ADDRESS:

21 Springfield Lyons Approach  
Chelmsford, CM2 5LB

EXECUTED AND DELIVERED AS A DEED )  
BY **GRANTIS GROUP LIMITED** )




ACTING BY ANTONY SMITH )  
 )  
A DIRECTOR )  
IN THE PRESENCE OF: )

WITNESS NAME:

SIMON LETTS

WITNESS SIGNATURE:



WITNESS ADDRESS:

21 Springfield Lyons Approach,  
Chelmsford, CM2 5LB

EXECUTED AND DELIVERED AS A DEED )  
BY **ASPECT CONTRACTS LIMITED** )



ACTING BY ANTONY SMITH )  
 )  
A DIRECTOR )  
IN THE PRESENCE OF: )

WITNESS NAME:

SIMON LETTS

WITNESS SIGNATURE:



WITNESS ADDRESS:

21 Springfield Lyons Approach,  
Chelmsford, CM2 5LB


EXECUTED AND DELIVERED AS A DEED )  
BY ASPECT CONTRACTS (ASBESTOS) )  
LIMITED )  
ACTING BY *ANTHONY SMITH* )  
A DIRECTOR )  
IN THE PRESENCE OF: )



WITNESS NAME:

*SIMON LETTS*

WITNESS SIGNATURE:



WITNESS ADDRESS:

*21 Springfield Lyons Approach,  
Chelmsford, CM2 5LB*

EXECUTED AND DELIVERED AS A DEED )  
BY **GRADE 3 LIMITED** )  
ACTING BY )  
A DIRECTOR )  
IN THE PRESENCE OF: )

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS ADDRESS:

EXECUTED AND DELIVERED AS A DEED )  
BY R & F INSULATIONS LIMITED )

ACTING BY PHILIP TAYLOR )

A DIRECTOR )  
IN THE PRESENCE OF: )



→ WITNESS NAME:

Sarah Wilson

→ WITNESS SIGNATURE:

S.L. Wilson

→ WITNESS ADDRESS:

42 Cherry Orchard  
Southwicks CMA 7HE

**ADDITIONAL CHARGOR**

EXECUTED AND DELIVERED AS A DEED )  
BY ELMWOOD SITE SOLUTIONS )  
LIMITED )

ACTING BY )

A DIRECTOR )  
IN THE PRESENCE OF: )

WITNESS NAME:

.....

WITNESS SIGNATURE:

.....

WITNESS ADDRESS:

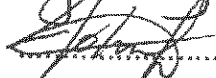
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EXECUTED AND DELIVERED AS A DEED )  
BY ASPECT CONTRACTS (ASBESTOS) )  
LIMITED )  
ACTING BY )  
A DIRECTOR )  
IN THE PRESENCE OF: )

WITNESS NAME: .....  
WITNESS SIGNATURE: .....  
WITNESS ADDRESS: .....

EXECUTED AND DELIVERED AS A DEED )  
BY GRADE 3 LIMITED )  
ACTING BY GRAHAM GARDNER ) GG;  
A DIRECTOR )  
IN THE PRESENCE OF: )



WITNESS NAME: Lindsey Johnson.....  
WITNESS SIGNATURE: .....  
WITNESS ADDRESS: 5 Neutendak, Sutton Park  
Hull HU7 4BG

EXECUTED AND DELIVERED AS A DEED )  
BY R & F INSULATIONS LIMITED )

ACTING BY )

A DIRECTOR )

IN THE PRESENCE OF: )

WITNESS NAME: .....

WITNESS SIGNATURE: .....

WITNESS ADDRESS: .....

**ADDITIONAL CHARGOR**

EXECUTED AND DELIVERED AS A DEED )  
BY ELMWOOD SITE SOLUTIONS )  
LIMITED )

ACTING BY *Antonia Woodward* *Antonia Woodward* )

A DIRECTOR )  
IN THE PRESENCE OF: )

WITNESS NAME: *Simon Letts* .....

WITNESS SIGNATURE: *Simon Letts* .....

WITNESS ADDRESS: *21 Springfield Lyons*  
*Approach, Chelmsford,*  
*CM2 5LB*



CHARGE

EXECUTED AND DELIVERED AS A DEED )  
BY GRANT MARTIN EUGENE BEGLAN )  
IN THE PRESENCE OF: )

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS ADDRESS:

*G. Beglan*

ADRIAN GIFFORD

*Adrian Gifford*

317 BENFLEET ROAD

BENFLEET SS7 1PW