



Registration of a Charge

Company Name: **DMA CANYON LTD**

Company Number: **SC197200**



XCVTKB5N

Received for filing in Electronic Format on the: **30/01/2024**

Details of Charge

Date of creation: **29/01/2024**

Charge code: **SC19 7200 0004**

Persons entitled: **LDC (MANAGERS) LIMITED AS SECURITY TRUSTEE**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ALEX STONE, SOLICITOR, DLA PIPER UK LLP, MANCHESTER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 197200

Charge code: SC19 7200 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th January 2024 and created by DMA CANYON LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th January 2024 .

Given at Companies House, Edinburgh on 31st January 2024

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**



DATED

29 January

2024

(1) EACH COMPANY NAMED IN SCHEDULE 1
as Additional Chargors

- and -

(2) LDC (MANAGERS) LIMITED
as Security Trustee

DEED OF ACCESSION
to a debenture dated 28 March 2019



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 30 January 2024

SIGNED 
DLA PIPER UK LLP

THIS DEED is dated 29 January 2024

BETWEEN:

- (1) **THE COMPANIES**, whose names, registered numbers and registered offices are set out in schedule 1 (the "**Additional Chargors**");
- (2) **HSL COMPLIANCE GROUP LIMITED** (formerly SGI Holdings Limited) registered in England and Wales with company number 11738872 for itself and as agent for and on behalf of the Chargors (the "**Parent**"); and
- (3) **LDC (MANAGERS) LIMITED** of One Vine Street, London W1J 0A Has security trustee for the Security Beneficiaries (the "**Security Trustee**").

BACKGROUND

- A Each Additional Chargor is a Subsidiary of the Parent.
- B The Parent and others have entered into a debenture dated 28 March 2019 (the "**Debenture**") between the Parent, the Chargors under and as defined in the Debenture and the Security Trustee.
- C Each Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture.
- D The Security Trustee and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The Security Trustee holds the benefit of this Deed on trust for the Security Beneficiaries on the terms of the Loan Note Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Loan Note Document.

2. ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this Deed each Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

For the purposes of section 859D(2)(c) of the Companies Act 2006, the parties note that this includes the negative pledge provisions of clause 8 (*Negative pledge and disposals*) of the Debenture.

2.2 Each Additional Chargor hereby covenants with the Security Trustee (as trustee for the Security Beneficiaries) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Security Trustee (whether for its own account or as trustee for the Security Beneficiaries) or any of the other Security Beneficiaries under or pursuant to the Loan Note Documents (including the Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Loan Note Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or

as surety or in some other capacity). Each Additional Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by an Additional Chargor to the Security Trustee (whether for its own account or as trustee for the Security Beneficiaries) or any of the other Security Beneficiaries in respect of any such liabilities, provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

- 2.3 Neither the covenant to pay in paragraph 2.2 nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3. GRANT OF SECURITY

3.1 Fixed Security

Each Additional Chargor hereby charges with full title guarantee, with all covenants therein being subject to and qualified by reference to any Permitted Security, and excluding section 4(1)(b) of the LP(MP)A, in favour of the Security Trustee as trustee for the Security Beneficiaries as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Deed and listed in schedule 2 (*Details of Real Property*) of this Deed shall be a charge by way of legal mortgage) all of an Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- (a) the Real Property;
- (b) the Tangible Moveable Property;
- (c) the Accounts;
- (d) the Charged Intellectual Property;
- (e) any goodwill and rights in relation to the uncalled capital of that Additional Chargor;
- (f) the Investments and all Related Rights;
- (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- (h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all Related Rights.

4. ASSIGNMENTS

Each Additional Chargor hereby assigns, by way of security, with full title guarantee, with all covenants therein being subject to and qualified by reference to any Permitted Security, and excluding section 4(1)(b) of the LP(MP)A, to the Security Trustee as trustee for the Security Beneficiaries as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, each Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to an Additional Chargor's obligations under clause 7.3 (*Consent of third parties*) of the Debenture, in each case both present and future:

- 4.1 the proceeds of any Insurance Policy;
 - 4.2 all rights and claims in relation to any Assigned Account; and
 - 4.3 each of the Specific Contracts,
- and, in each case, all Related Rights.

5. FLOATING CHARGE

- 5.1 Each Additional Chargor hereby charges with full title guarantee, with all covenants therein being subject to and qualified by reference to any Permitted Security, and excluding section 4(1)(b) of the LP(MP)A, in favour of the Security Trustee as trustee for the Security Beneficiaries as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of an Additional Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Deed in favour of the Security Trustee as security for the Secured Obligations.
- 5.2 The floating charge created by this paragraph 5 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Loan Note Documents in favour of the Security Trustee as trustee for the Security Beneficiaries as security for the Secured Obligations.
- 5.3 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this paragraph 5.

6. LAND REGISTRY RESTRICTION

Each Additional Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the debenture dated [●] in favour of LDC (Managers) Limited referred to in the charges register or their conveyancer."

7. CONSENT OF EXISTING CHARGOR

Each Chargor agrees to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security, guarantee or indemnity granted by any of them by or under the Debenture.

8. MISCELLANEOUS

8.1 Construction of Debenture

With effect from the date of this Deed the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed);

8.2 References in Debenture

With effect from the date of this Deed any reference in the Debenture to this Deed and similar phrases will include this deed and:

- (a) all references in the Debenture to schedule 4 (*Details of Real Property*) (or any part of it) will include a reference to schedule 2 (*Details of Real Property*) to this Deed (or relevant part of it);
- (b) all references in the Debenture to schedule 5 (*Details of Intellectual Property*) (or any part of it) will include a reference to schedule 3 (*Details of Intellectual Property*) to this Deed (or relevant part of it);
- (c) all references in the Debenture to schedule 6 (*Details of Shares*) (or any part of it) will include a reference to schedule 4 (*Details of Shares*) to this Deed (or relevant part of it).

9. GOVERNING LAW

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

10. JURISDICTION

10.1 English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed or any Mortgage (including a dispute regarding the existence, validity or termination of this Deed or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed or any Mortgage) (a "**Dispute**").

10.2 Convenient forum

The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

10.3 Exclusive jurisdiction

This paragraph 10 is for the benefit of the Security Trustee only. As a result and notwithstanding paragraph 10.1 (*English courts*), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

11. COUNTERPARTS

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS whereof this Deed has been duly executed on the date first above written.

SCHEDULE 1: ADDITIONAL CHARGORS

Company	Registered Number	Registered Office
Chemical Treatment Services (Ireland) Limited	NI017799	40 Railway Street, Lisburn, Northern Ireland, BT28 1XP
DMA Canyon Ltd	SC197200	14 Canyon Road, Netherton Industrial Estate, Wishaw, Lanarkshire, ML2 0EG
Jordan Environmental Limited	03482967	Alton House, Alton Road, Ross-On-Wye HR9 5BP

SCHEDULE 2: DETAILS OF REAL PROPERTY

Part 1: Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry) is registered as the proprietor at the Land Registry)

None as at the date of this Deed.

Part 2: Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

None as at the date of this Deed.

SCHEDULE 3: DETAILS OF INTELLECTUAL PROPERTY

For patents:

None as at the date of this Deed.

For registered trade marks:

None as at the date of this Deed.


For registered designs:

None as at the date of this Deed.

For domain names:

Chargor	Proprietor	Domain Name	Filing Date	Expiry Date
Chemical Treatment Services (Ireland) Limited	godaddy.com LLC	ctsltd.com	26/2/2003	26/2/2031
DMA Canyon Ltd	namecheap.com	dmacanyon.com	20/01/2017	20/01/2024
DMA Canyon Ltd	namecheap.com	dmacanyon.co.uk	20/01/2017	20/01/2024

For copyright, unregistered trade marks and unregistered designs:

Chargor	Unregistered Trademark
Chemical Treatment Services (Ireland) Limited	

SCHEDULE 4: DETAILS OF SHARES

None as at the date of this Deed.

SIGNATURES TO ACCESSION DEED

The Additional Chargors

Executed as a deed, but not delivered until the)
first date specified on page 1, by **CHEMICAL**)
TREATMENT SERVICES (IRELAND))
LIMITED acting by)

in the presence of a witness:

Signature



Name (block capitals)

PAUL HORTON
Director

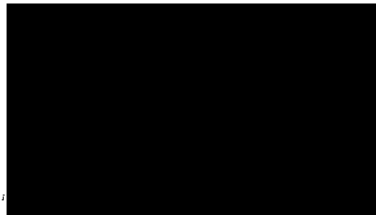
Witness signature



Witness name
(block capitals)

JEMMA HEATH

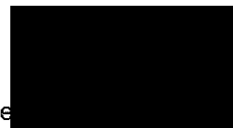
Witness address



Executed as a deed, but not delivered until the)
first date specified on page 1, by **JORDAN**)
ENVIRONMENTAL LIMITED acting by)

in the presence of a witness:

Signature



Name (block capitals)

PAUL HORTON
Director

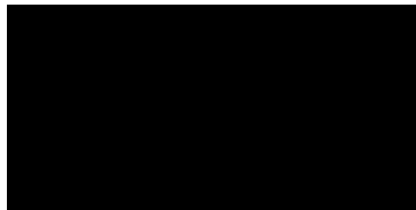
Witness signature



Witness name
(block capitals)

JEMMA HEATH

Witness address



Executed as a deed, but not delivered until the)
first date specified on page 1, by DMA)
CANYON LTD acting by)
)

in the presence of a witness:

Signature



Name (block capitals) PAUL HORTON
Director

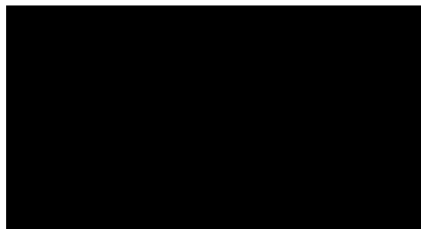
Witness signature



Witness name
(block capitals)

JEMMA HEATH

Witness address




The Parent

Executed as a deed, but not delivered until the)
first date specified on page 1, by HSL)
COMPLIANCE GROUP LIMITED acting by)
)

in the presence of a witness:

Signature



Name (block capitals) PAUL HORTON
Director

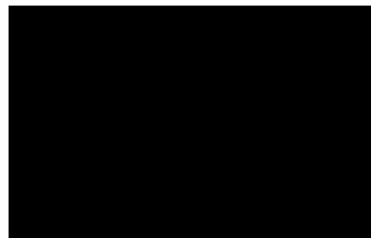
Witness signature



Witness name
(block capitals)

JEMMA HEATH

Witness address



The Security Trustee

Executed as a deed, but not delivered until the)
first date specified on page 1, by **LDC**)
(MANAGERS) LIMITED acting by)
in the presence of a witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

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