

MR01

Particulars of a charge

196194 / 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

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. 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 must be scanned and placed on the public record. **Do not send the original.**

FRIDAY



A3AX7FAH
A06 27/06/2014 #126
COMPANIES HOUSE

1 Company details

Company number 09041571

Company name in full VOLUTION GROUP PLC

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 2 4 / 0 6 / 2 0 1 4

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 GE CORPORATE FINANCE BANK SAS, LONDON BRANCH
as security trustee

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"

Please limit the description to the available space

Brief description

None

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

- 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- Yes
 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)

9

Signature

Please sign the form here

Signature

Signature

X Ashurst LLP X

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

MR01

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 JREESH/JRITSO/GEC10 00078/36061606

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode

E	C	2	A	2	H	A
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Country England

DX 639 London City

Telephone +44 (0)20 7638 1111

 **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

CHFP025

06/14 Version 2.0

36061606



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9041571

Charge code: 0904 1571 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2014 and created by VOLUTION GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2014.

DA

Given at Companies House, Cardiff on 2nd July 2014



Companies House



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

Certified as a true copy of the original instrument save for the material redacted pursuant to s 859G of the Companies Act 2006

ASW/st LLP

EXECUTION VERSION

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on **24 JUNE 2014**

BETWEEN:

- (1) The companies listed in schedule 5 (New Charging Companies) (the "**New Charging Companies**"),
- (2) Windmill Cleanco Limited (a company incorporated in England and Wales with registered number 07889436 (the "**Parent**") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) **GE CORPORATE FINANCE BANK SAS, LONDON BRANCH** as security trustee for itself and the other Secured Parties (the "**Security Agent**")

RECITAL:

This deed is supplemental to a debenture dated 14 January 2012 between, inter alia, Windmill Cleanco Limited as the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**")

NOW THIS DEED WITNESSES as follows

1 INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed

1.2 Construction

Clause 1.2 (Construction) and clause 1.3 (Other References) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2 ACCESSION OF NEW CHARGING COMPANIES

2.1 Accession

Each New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Finance Documents, each New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Indebtedness when it falls due for payment

2.3 Fixed charges

Each New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage all Material Premises (including the property specified in part 1 of Schedule 1) together with all buildings and fixtures (including trade fixtures) on those Material Premises, and
- (b) by way of first fixed charge
 - (i) all other interests (not charged under clause 2.3(a)) in any freehold property or leasehold property (including the property specified in part 2 of Schedule 1), the buildings and fixtures (including trade fixtures) on such property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
 - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
 - (iii) all plant and machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
 - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims ("**Other Debts**"),
 - (vi) all monies standing to the credit of its Bank Accounts and all rights related to those accounts,
 - (vii) all its Intellectual Property,
 - (viii) all rights and interest in the Hedging Agreements,
 - (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
 - (x) its goodwill and uncalled capital, and
 - (xi) if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements

2.4 Floating charge

As further continuing security for the payment of the Indebtedness, each New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.5 (Security Assignment)

2 5 **Security Assignment**

- (a) As further continuing security for the payment of the Indebtedness, each New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the relevant New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to such New Charging Company (or as it shall direct) promptly upon such request and in a manner satisfactory to such Charging Company (acting reasonably)
- (b) Until the occurrence of a Declared Default, but subject to clause 8 7 (Assigned Agreements) of the Debenture and the terms of the Facilities Agreement, each New Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements and Hedging Agreements

3 **CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

4 **CONSENT OF EXISTING CHARGING COMPANIES**

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

5 **NOTICES**

Each New Charging Company confirms that its address details for notices in relation to clause 37 (Notices) of the Facilities Agreement are as follows

Address Vent-Axia, Fleming Way, Crawley, West Sussex, RH10 9YX
Fax No +44 1293 421002
Attention THE CHIEF FINANCE OFFICER, Ian Dew

6 **LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written

SCHEDULE 2

Details of Subsidiary Shares

New Charging Company	Subsidiary	Class of shares held	Number of shares held
Volution Group plc	Windmill Topco Limited	Ordinary share of £1 each	152,000,001
		Redeemable preference share of £0 000005 each	49,999
Windmill Topco Limited	Windmill Midco Limited	Ordinary share of £1 each	1,945,509
Windmill Midco Limited	Windmill Cleanco Limited	Ordinary shares of £1 each	1,945,508

SCHEDULE 5

New Charging Companies

Name	Company number	Jurisdiction of incorporation
Volution Group plc	09041571	England and Wales
Windmill Topco Limited	07883141	England and Wales
Windmill Midco Limited	07889278	England and Wales

SIGNATORIES TO DEED OF ACCESSION

New Charging Companies

**EXECUTED as a DEED by
VOLUTION GROUP PLC acting by**

IAN DEW

Signature of Director

Name of Director

in the presence of

HELEN MCCLURE

Signature of witness

Name of witness

Address of witness

Address Vent-Axia, Fleming Way, Crawley, West Sussex, RH10 9YX
Fax No +44 1293 421002
Attention THE CHIEF FINANCE OFFICER, Ian Dew

**EXECUTED as a DEED by
WINDMILL TOPCO LIMITED acting by**

IAN DEW

Signature of Director

Name of Director

in the presence of

HELEN MCCLURE

Signature of witness

Name of witness

Address of witness

Address Vent-Axia, Fleming Way, Crawley, West Sussex, RH10 9YX
Fax No +44 1293 421002
Attention THE CHIEF FINANCE OFFICER, Ian Dew

**EXECUTED as a DEED by:
WINDMILL MIDCO LIMITED acting by**

IAN DEW

Signature of Director

Name of Director

in the presence of

HELEN MCCLURE

Signature of witness

Name of witness

Address of witness

Address Vent-Axia, Fleming Way, Crawley, West Sussex, RH10 9YX
Fax No +44 1293 421002
Attention THE CHIEF FINANCE OFFICER, Ian Dew

The Parent

**EXECUTED as a DEED by:
WINDMILL CLEANCO LIMITED acting by**

IAN DEW

Signature of Director

Name of Director

in the presence of

HELEN MCCLURG

Signature of witness

Name of witness

Address of witness

Address Vent-Axia, Fleming Way, Crawley, West Sussex, RH10 9YX
Fax No +44 1293 421002
Attention THE CHIEF FINANCE OFFICER, Ian Dew

The Security Agent

EXECUTED by
GE CORPORATE FINANCE BANK SAS,
LONDON BRANCH
Acting by its authorised signatory

)
)
) *
) Name

CASILDA SLATTERY
AUTHORISED SIGNATORY

VERONICA IRLAM
AUTHORISED SIGNATORY