



Registration of a Charge

Company name: **DURALAY INTERNATIONAL HOLDINGS LIMITED**

Company number: **03189091**

Received for Electronic Filing: **18/09/2015**



X4G8E6GY

Details of Charge

Date of creation: **14/09/2015**

Charge code: **0318 9091 0010**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

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 S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3189091

Charge code: 0318 9091 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2015 and created by DURALAY INTERNATIONAL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th September 2015 .

Given at Companies House, Cardiff on 21st September 2015

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

THIS DEED OF ACCESSION is made on

14 September 2015

BETWEEN:-

- (1) **DURALAY INTERNATIONAL HOLDINGS LIMITED** (the "New Chargor"), a company incorporated in England or Wales whose registered office is at Broadway, Haslingden, Rossendale, Lancashire, BB4 4LS;
- (2) **VICTORIA PLC** (the "Borrower") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below; and
- (3) **BARCLAYS BANK PLC** as the Security Agent.

WHEREAS:-

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned subsidiary of the Borrower.
- (B) The Borrower has entered into a deed dated 10 April 2015 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture") between the Borrower, each of the companies named in the Debenture as Chargors, and Barclays Bank PLC.
- (C) The New Chargor at the request of the Borrower and in consideration of the Security Agent making or continuing to make facilities available to the Borrower or any other member of its group and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Details of Shares*);
- 3.3 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the Insurances referred to in Schedule 3 (*Details of Material Insurances*);
- 3.4 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 4 (*Details of Intellectual Property*); and
- 3.5 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 5 (*Details of Specific Contracts*).

4. EFFECT ON DEBENTURE

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

5. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1
DETAILS OF LAND
INTENTIONALLY LEFT BLANK

SCHEDULE 2

DETAILS OF SHARES

INTENTIONALLY LEFT BLANK

SCHEDULE 3
DETAILS OF MATERIAL INSURANCES
INTENTIONALLY LEFT BLANK

SCHEDULE 4
DETAILS OF INTELLECTUAL PROPERTY
INTENTIONALLY LEFT BLANK

SCHEDULE 5

DETAILS OF SPECIFIC CONTRACTS

INTENTIONALLY LEFT BLANK

The New Chargor

EXECUTED as a Deed
by **DURALAY INTERNATIONAL HOLDINGS**
LIMITED
acting by a Director
In the presence of:-

)
)
)
)

[Redacted Signature]

Witness: **LENA HONG**

Director

Witness Signature: [Redacted]

Occupation: [Redacted]

Address: [Redacted]

The Borrower

EXECUTED as a Deed
by **VICTORIA PLC**
acting by a Director
In the presence of:-

)
)
)
)

[Redacted Signature]

Witness: **LENA HONG**

Director

Witness Signature: [Redacted]

Occupation: [Redacted]

Address: [Redacted]

The Security Agent

SIGNED for and on behalf of
BARCLAYS BANK PLC

)
)

The New Chargor

EXECUTED as a Deed)
by DURALAY INTERNATIONAL HOLDINGS)
LIMITED)
acting by a Director)
in the presence of:-)

Witness: Director

Witness Signature:

Occupation:

Address:

The Borrower

EXECUTED as a Deed)
by VICTORIA PLC)
acting by a Director)
in the presence of:-)

Witness: Director

Witness Signature:

Occupation:

Address:

The Security Agent

SIGNED for and on behalf of)
BARCLAYS BANK PLC)



