



Registration of a Charge

Company name: **UPLANDS RETAIL HOLDINGS LIMITED**

Company number: **07653215**



X2ZHDG22

Received for Electronic Filing: **13/01/2014**

Details of Charge

Date of creation: **10/01/2014**

Charge code: **0765 3215 0003**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed charge(s).

Notification of addition to or amendment of charge.

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: **TOBY LARKHAM, FOR BOND DICKINSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7653215

Charge code: 0765 3215 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2014 and created by UPLANDS RETAIL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2014 .

Given at Companies House, Cardiff on 14th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEED OF ACCESSION AND AMENDMENT is made the 10 day of January 2011

BETWEEN:

- (1) **THE SEVERAL COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **THE COMPANY** specified in Part II of the schedule hereto (the "**Further Company**"); and
- (3) **LLOYDS BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 5th July 2011 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement is hereinafter referred to as the "**Principal Deed**")

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. The parties hereto hereby agree that the Further Company shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - 2.1 the Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
 - 2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies to the Bank anywhere or for which any one or more of the Existing Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (a) in the case of the liquidation, administration or dissolution of any such Existing Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance of the Guarantee in respect of any Existing Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company;

2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

2.2.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by the Further Company to the Bank anywhere or for which the Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):

(a) in the case of the liquidation, administration or dissolution of the Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance of the Guarantee in respect of the Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of the Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Further Company;

2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Company, the Existing Companies or any of them:

- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities; and
- (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities;

2.4 such Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations.

3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed.

4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.
5. The definition of Attorney in clause 1.1 of the principal Deed shall now read - “Attorney” means Acraman (502) Limited”
6. Each of the Existing Companies (other than the Attorney) hereby irrevocably appoints the Attorney and its substitutes jointly and also severally to be its attorney for it and in its name and as its act and deed or otherwise to execute any such deed as is mentioned in the Agreement with such variations as the Attorney in its absolute and unfettered discretion shall think fit and to execute and do all such other deeds, documents acts and things as the Attorney may consider necessary or expedient in connection therewith and each of the Existing Companies hereby agrees to ratify and confirm anything executed or done or purported to be executed or done by the Attorney in its name.

IN WITNESS whereof the Existing Companies and the Further Company have executed this Agreement as a Deed and have delivered it upon its being dated.

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Uplands Retail Holdings Limited <i>(formerly Acraman (485) Limited)</i>	07653215	7 Brook Office Park Folly Brook Road Emersons Green Bristol BS16 7FL
Acraman (485) Limited <i>(formerly Uplands Retail Holdings Limited)</i>	06501851	7 Brook Office Park Folly Brook Road Emersons Green Bristol BS16 7FL
Uplands Retail Limited	04368529	7 Brook Office Park Folly Brook Road Emersons Green Bristol BS16 7FL

Part II - The Further Company

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Acraman (502) Limited (new parent and attorney)	08823395	7 Brook Office Park Folly Brook Road Emersons Green Bristol United Kingdom BS16 7FL

SIGNED as a deed by **Acraman (502) Limited** acting by its:

...KEVIN FELDMAN.....(insert full name)(insert full name)
 Director Director/Secretary*
(signature)(signature)

in the presence of

Witness: ...ALICE GARDNER..... (name)
(signature)

Address: ...ONE REDCLIFF STREET.....
 ...BRISTOL.....
 ...BS1 6TP.....
 Occupation: ...SOLICITOR.....

SIGNED as a deed by **Uplands Retail Holdings Limited (formerly Acraman (485) Limited)** acting by its:

...KEVIN FELDMAN.....(insert full name)(insert full name)
 Director Director/Secretary*
(signature)(signature)

in the presence of

Witness: ...ALICE GARDNER..... (name)
(signature)

Address: ...AS ABOVE.....

 Occupation:

SIGNED as a deed by **Acraman (485) Limited (formerly Uplands Retail Holdings Limited)** acting by its:

...KEVIN FELDMAN.....(insert full name)(insert full name)
 Director Director/Secretary*
(signature)(signature)

in the presence of

Witness: ...ALICE GARDNER..... (name)
(signature)

Address: ...AS ABOVE.....

 Occupation:

SIGNED as a deed by **Uplands Retail Limited** acting by its:

.....KEVIN FELDMAN.....(insert full name)

Director

.....(insert full name)

Director/Secretary*

.....[redacted].....(signature)

.....(signature)

in the presence of

Witness:

.....ALICE GARDNER.....(name)

.....[redacted].....(signature)

Address:

.....AS ABOVE.....

.....

.....

Occupation:

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