

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFil
Please go to www.companieshouse.gov.uk

WEDNESDAY



A10 11/11/2015 #270
COMPANIES HOUSE

✓ **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 the charge
is created by a deed. Use form MR02

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

1 Company details

Company number 07725967
Company name in full Volvox Group (Leeds) Limited

4 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 06/11/2015

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 Lloyds Bank plc

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

MR01

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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

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.

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.

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 *D&A Piper UK 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 CEW/26072/220319

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country United Kingdom

DX DX: 12017 LEEDS

Telephone 08700 111 111

**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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7725967

Charge code: 0772 5967 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2015 and created by VOLVOX GROUP (LEEDS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2015

DX

Given at Companies House, Cardiff on 17th November 2015



Companies House



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

THIS DEED OF ACCESSION is made the 6 day of November 2015

BETWEEN

- (1) **THE SEVERAL COMPANIES** 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 4th November 2011 operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement 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

OLA PAPER
WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL
DATE 10 Nov 2015
SIGNED [Signature]
IN WITNESS

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 the 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

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Company and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 4th November 2011

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Volvox Group (Leeds) Limited (formerly known as Venus Topco Limited)	07725967	Volvox House Gelderd Road Leeds United Kingdom LS12 6NA
Volvox Leeds Limited (formerly know as Venus Bidco Limited)	07726392	Volvox House Gelderd Road Leeds United Kingdom LS12 6NA
Volvox Group Limited	05394180	Volvox House Gelderd Road Leeds United Kingdom LS12 6NA
Volvox Leeds (2012) Limited (formerly known as Volvox Leeds Limited)	05395053	Volvox House Gelderd Road Leeds United Kingdom LS12 6NA
Ring Automotive Limited	05305131	Volvox House Gelderd Road Leeds United Kingdom LS12 6NA
BMAC Limited	05393377	Volvox House Gelderd Road Leeds United Kingdom LS12 6NA
Van-Line Limited	05393378	Volvox House Gelderd Road Leeds United Kingdom LS12 6NA
RGI Light Limited	09547710	C/O Rubicon Partners 8-12 York Gate London United Kingdom NW1 4QG

Part II - The Further Company

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Translec Limited	03321503	Saddleworth Business Park Huddersfield Road Delph Oldham OL3 5DF

SIGNED as a deed by **Translec Limited** acting by its

IAN FISHER (insert full name) Director/Secretary* (insert full name)
 Director [redacted] (signature) (signature)

in the presence of
 Witness. CHARLOTTE BOYLIN (name)
 [redacted] (signature)

Address PROKHAR ROSE (UK) LLP
 Levels 6 & 7, 110 Bishopsgate
 London, EC2N 4AY
 Occupation: SOLICITOR

SIGNED as a deed by **Volvox Group (Leeds) Limited** acting by its:

IAN FISHER (insert full name) Director/Secretary* (insert full name)
 Director [redacted] (signature) (signature)

in the presence of
 Witness. CHARLOTTE BOYLIN (name)
 [redacted] (signature)

Address: PROKHAR ROSE (UK) LLP
 Levels 6 & 7, 110 Bishopsgate
 London, EC2N 4AY
 Occupation: SOLICITOR

SIGNED as a deed by the **Existing Companies** other than **Volvox Group (Leeds) Limited** acting by **Volvox Group (Leeds) Limited** their duly authorised attorney acting by its

IAN FISHER (insert full name) Director/Secretary* (insert full name)
 Director [redacted] (signature) (signature)

in the presence of
 Witness. CHARLOTTE BOYLIN (name)
 [redacted] (signature)

Address PROKHAR ROSE (UK) LLP, Levels 6 & 7
 110 Bishopsgate
 London, EC2N 4AY
 Occupation: SOLICITOR

* Delete as applicable