

MR01

V098281/13

Particulars of a charge



Companies House

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 will be scanned and placed on the public record



A12 *A321JXLE* 19/02/2014 #155
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 08594699

Company name in full Outdoor Accessories Limited

2 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 18/02/2014

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

NONE

5

Fixed charge or fixed security

Does the instrument include a fixed 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

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Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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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)

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Signature

Please sign the form here

Signature

Signature

X *for mcd*

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Shona Smith**

Company name **Lloyds Bank Plc**

Address **Fifth Floor, 110 St Vincent Street**

Post town **Glasgow**

Country/Region

Postcode **G 2 5 E R**

Country

DX **554160 Glasgow 53**

Telephone **08458358025**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8594699

Charge code: 0859 4699 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2014 and created by OUTDOOR ACCESSORIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th February 2014.

Given at Companies House, Cardiff on 20th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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THIS DEED OF ADMISSION is made the 18 day of FEBRUARY 20 14
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")
- (3) LLOYDS BANK PLC (the "Bank")

SUPPLEMENTAL to an omnibus guarantee and set-off agreement dated 14th August 2001 and made between the companies named in Part III of the schedule (1) and the Bank (2) as supplemented by deeds dated 15th October 2003, 9th August 2004, 9th May 2007, 17th October 2008, 27th August 2009, 27th April 2011 and 18th August 2011 (the said omnibus guarantee and set-off agreement as so supplemented 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 expression "Companies" and "Principal" for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing)
 - (a) the Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand
 - (i) all money and liabilities whether certain or contingent now or hereafter due, owing or incurred to the Bank by any one or more of the Existing Companies anywhere whether on any current or other account or otherwise in any manner whatsoever (except any money or liabilities due, owing or incurred by any such Existing Company as guarantor for the Further Company) whether alone or jointly with any other person, firm or corporation and in whatever style name or form and whether as principal or surety including
 - (1) in the case of any liquidation or administration of any such Existing Company, all sums which would at any time have been due owing or incurred to the Bank by such Existing Company if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration, and

(2) in the event of the discontinuance by any means 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 upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of such Existing Company to the Bank at such date whether certain 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, and

- (ii) interest on all such money and liabilities to the date of payment, and
- (iii) 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 Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment,

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,

- (b) each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand
 - (i) all money and liabilities whether certain or contingent now or hereafter due owing or incurred to the Bank anywhere on any current or other account or in any manner whatsoever from or by the Further Company whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety including

- 
- (1) in the case of the liquidation or administration of the Further Company all sums which would at any time have been due owing or incurred to the Bank by the Further Company if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration, and
- (2) in the event of the discontinuance by any means of this 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 upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of the Further Company to the Bank at such date whether certain 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,
- (ii) interest on all such money and liabilities to the date of payment, and
- (iii) 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 Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment,

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

- (c) the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien or similar right (if any) to which the Bank as bankers may be entitled by law, the Bank may at any time and without notice to the Further Company, the Existing Companies or any of them combine or consolidate all or any of the then existing accounts of the Further Company and the Existing Companies or any of them (including any accounts held in the Bank's name re the liabilities of the Further Company and the Existing Companies or any of them to the Bank) with all or any of the liabilities of the Further Company and the Existing Companies or any of them to the Bank (whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies other than Sterling) and/or set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Further Company and the Existing Companies or any of them to the Bank on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies other than Sterling and such credit balance(s) shall be held by the Bank as security for all such liabilities
- 3 ALL the covenants provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the moneys 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 set-off arrangements hereby constituted and the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed

IN WITNESS whereof this deed has been signed or sealed 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 14th AUGUST 2001 appointing Mr JOHN BERRYMAN or failing him Mr STEPHEN CANN for this purpose in accordance with section 74(4) of the Law of Property Act 1925 and all other powers thereto enabling it.

THE SCHEDULE

PART I - The Existing Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Bollin Group Limited	02404333	Bailey Court Green Street Macclesfield Cheshire SK10 1JQ
Burton McCall Limited	02168907	4 Bailey Court Green Street Macclesfield Cheshire SK10 1JQ
Direct Design Limited	02294982	4 Bailey Court Green Street Macclesfield Cheshire SK10 1JQ
Outdoor & Sports Company Limited	0988970	4 Bailey Court Green Street Macclesfield Cheshire SK10 1JQ
Montgomery Outdoor Limited	04780042	4 Bailey Court Green Street Macclesfield Cheshire SK10 1JQ
Bridgedale Outdoor Limited	03505733	4 Bailey Court Green Street Macclesfield Cheshire SK10 1JQ
Go Gas Limited	05947126	Bailey Court Green Street Macclesfield Cheshire SK10 1JQ
Sprayway Limited	05158886	4 Bailey Court Green Street Macclesfield Cheshire SK10 1JQ

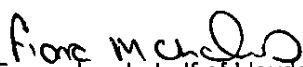
PART II - The Further Company]

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Outdoor Accessories Limited	08594699	4 Bailey Court Green Street Macclesfield Cheshire SK10 1JQ

PART III - Companies parties to the original Omnibus Guarantee and Set-off Agreement

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Swiss Cutlery (UK) Limited	02404333	66 Lincolns Inn Fields, London WC2A 3LH
Burton McCall Limited	02168907	163 Parker Drive, Leicester LE4 0JP
Park Rose Limited	02610531	66 Lincolns Inn Fields, London WC2A 3LH
Direct Design Limited	02294982	163 Parker Drive, Leicester LE4 0JP

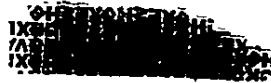
I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument


For and on behalf of Lloyds Bank plc

Date 18/2/14

Lloyds Bank Plc
WBM Lloyds Securities
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

SIGNED as a deed by
Bollin Group Limited
acting by its Director



Director

and its Director/
Secretary*



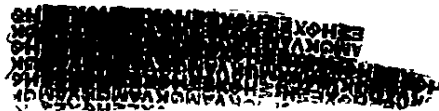
Director/Secretary*

in the presence of

Witness *KARINA HILSDEN*



Address



Occupation *EXECUTIVE ASSISTANT*

SIGNED as a deed by the Existing
Companies other than **Bollin Group
Limited**
acting by **Bollin Group Limited**
their duly authorised attorney
in the presence of

acting by its
Director



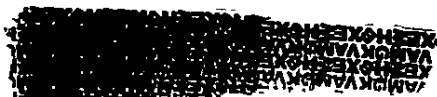
Director



Witness *KARINA HILSDEN*



Address



Occupation *EXECUTIVE ASSISTANT*

SIGNED as a deed by
Outdoor Accessories Limited
acting by its Director

and its Director/
Secretary*

in the presence of

[REDACTED]
Director

[REDACTED]
Director/Secretary*

Witness *KARINA HILSDEN* [REDACTED]

Address [REDACTED]

Occupation *EXECUTIVE ASSISTANT*

* Delete as applicable