



Registration of a Charge

Company name: **EXPRESS LGA LIMITED**

Company number: **08667366**



X3K4CBI8

Received for Electronic Filing: **07/11/2014**

Details of Charge

Date of creation: **17/10/2014**

Charge code: **0866 7366 0002**

Persons entitled: **PATHWAY FINANCE SARL**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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:

PETER GIBSON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8667366

Charge code: 0866 7366 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2014 and created by EXPRESS LGA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2014 .

Given at Companies House, Cardiff on 10th November 2014

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**

DEED OF ACCESSION

THIS DEED is dated 17 October 2014

BETWEEN:

- (1) **Express LGA Limited** (registered number 8667366) with its registered office at 268 Bath Road, Slough SL1 4DX (the "Acceding Chargor");
- (2) **Pathway Finance Société À Responsabilité Limitée**, as chargee referred to in the Security Agreement referred to below (the "Chargee").

BACKGROUND:

- (A) The Acceding Chargor is a Subsidiary of the Chargee.
- (B) The Chargee has entered into a security agreement dated 16th September 2011 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Security Agreement") between the Chargors and the Chargee referred to in the Security Agreement.
- (C) The Acceding Chargor has, at the request of the Chargee and in consideration of the Chargee making advances available to the Chargor from time to time and after giving due consideration to the terms and conditions of the Intra-Group Facility Agreement and the Security Agreement and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Security Agreement. The Acceding Chargor will also, by execution of a separate instrument, become a party to the Intra-Group Facility Agreement as a borrower.

IT IS AGREED as follows:

1. Terms defined in the Security Agreement shall have the same meaning in this Deed unless given a different meaning in this Deed.
2. The Acceding Chargor hereby agrees to become a party to and to be bound by the terms of the Security Agreement as a Chargor with immediate effect and so that the Security Agreement shall be read and construed for all purposes as if the Acceding Chargor had been an original party thereto in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed). The Acceding Chargor hereby undertakes to be bound by all the covenants and agreements in the Security Agreement which are expressed to be binding on a Chargor.
3. In accordance with the foregoing, the Acceding Chargor now grants to the Chargee the floating charge described in the Security Agreement as being granted, created or made by a Chargor thereunder, to the intent that its charge shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Security Agreement, any other Deed of Accession or the Intra-Group Facility Agreement or of any other party's execution of the Security Agreement, any other Deed of Accession or the Intra-Group Facility Agreement, or by any avoidance, invalidity, discharge or release of any charge contained in the Security Agreement, any other Deed of Accession, or the Intra-Group Facility Agreement. The Security Agreement and this Deed shall be read as one to this extent and so that references in the Security Agreement to this Deed and similar phrases shall be deemed to include "this Deed".

4. All this Security:
- (a) is created in favour of the Chargee;
 - (b) is security for the payment, discharge and performance of all the Secured Liabilities; and
 - (c) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
5. The floating charge created by this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
6. This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument. Without prejudice to Clauses 1.2(b) of the Security Agreement, and except for any Receiver, attorney, manager, agent or other person appointed by the Chargee, no person who is not a Party may enforce any rights under this Deed. No consent of any person who is not a Party is required to amend this Deed.
7. This document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
8. This Deed is governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SIGNATORIES
(to Deed of Accession)

The Acceding Chargor

EXECUTED as a DEED by
acting by

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Peter Gibson, Director

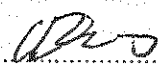
Witness

Name: Grainne Evans

Occupation: General Ledger Accountant

Address: Forsyth House, Cromac Square, Belfast BT2 8LA, Northern Ireland

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The Chargee

Pathway Finance S.à.r.l.

By:

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Paul Wilkinson, Authorised
Signatory