



**Registration of a Charge**

Company name: **EXPRESS LHT3 LIMITED**

Company number: **08667370**



X5YGGH3V

Received for Electronic Filing: **19/01/2017**

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**Details of Charge**

Date of creation: **13/01/2017**

Charge code: **0866 7370 0001**

Persons entitled: **PATHWAY FINANCE SARL**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 8667370

Charge code: 0866 7370 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2017 and created by EXPRESS LHT3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2017 .

Given at Companies House, Cardiff on 19th January 2017

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 13 January 2017

### **BETWEEN:**

- (1) **Express LHT3 Limited** (registered number 8667370) with its registered office at 1 Burwood Place, London, W2 2UT (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 16<sup>th</sup> 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 Chorgor**

**EXECUTED as a DEED by**  
acting by

)  
)

DocuSigned by:  
**Peter Gibson**  
3A3F0F8AE884F3.....  
Peter Gibson, Director

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Witness

Name: Yongmei Liu

Occupation: General Ledger Accountant

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


DocuSigned by:  
  
E45DAB5E1B7D486.....

**The Chargee**

**Pathway Finance S.à.r.l.**

By:

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DocuSigned by:  
  
A7E8D877805E4B1.....  
Paul Wilkinson, Director