



Companies House

MR01(ef)

Registration of a Charge

Company name: **LILESTONE LIMITED**

Company number: **03970757**

Received for Electronic Filing: **12/06/2013**



Details of Charge

Date of creation: **05/06/2013**

Charge code: **0397 0757 0012**

Persons entitled: **PD GARMENTS LIMITED**

Brief description:

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **IAN GILL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3970757

Charge code: 0397 0757 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2013 and created by LILESTONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2013 .

Given at Companies House, Cardiff on 12th June 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We hereby certify that this is a
true and accurate copy of the original

Davenport Lyons
Davenport Lyons, Solicitors 11/6/13.

Dated 5th June

2013

- (1) LILESTONE LIMITED
- (2) PD GARMENTS LIMITED

Deed of charge

This deed is made on 5th June 2013 between:

- (1) **LILESTONE LIMITED** a company incorporated in England and Wales with company number 03970757 whose registered office is at 130 Shaftesbury Avenue, 2nd Floor, London, United Kingdom, W1D 5EU (the "**Chargor**"); and
- (2) **PD GARMENTS LIMITED**, a company incorporated in Hong Kong with registered number 1142579 whose registered office is at Unit 1001, 10th Floor, Star House, Salisbury Road, Tsimshatsui, Kowloon, Hong Kong (the "**Chargee**").

1. **INTERPRETATION**

1.1 **Expressly defined terms**

In this deed:

"**Account**" means the interest bearing bank account established by the Chargee in either the United Kingdom or Hong Kong into which the sum of £2,000,000 shall be deposited by the Chargor (and in respect of which the Chargee will provide bank statements on a quarterly basis and at such other times as the Chargor may request); and

"**Secured Obligations**" means:

(A) the payment of the price of products supplied by the Chargee to the Chargor; and

(B) any other liability arising out of the supply of products by the Chargee to the Chargor as agreed between the parties or determined by a court of law.

2. **COVENANT TO PAY**

2.1 **Covenant**

The Chargor hereby as primary obligor covenants with the Chargee that it will pay, discharge and perform the Secured Obligations.

3. **CHARGING CLAUSE**

3.1 **Grant of security**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges to the Chargee all its rights, title and interest in and to any sums standing to the credit of the Account by way of first fixed equitable charge.

3.2 **Continuing security**

All the security granted or created by this deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations.

4. **THIS DEED**

4.1 **Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

4.2 Execution of this deed - counterparts

If the parties execute this deed in separate counterparts, this deed will take effect as if they had all executed a single copy.

4.3 Execution of this deed - formalities

This deed is intended to be a deed even if any party's execution is not in accordance with the formalities required for the execution of deeds.

4.4 Partial invalidity

4.4.1 If, at any time, any provision of this deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

4.4.2 If any party is not bound by this deed (or any part of it) for any reason, this does not affect the obligations of each other party under this deed (or under the relevant part).

4.5 Further Assurance

Each party will at its own expense and following a request by the other party do or execute or procure to be done or executed all things which are necessary to give effect to the provisions of this Deed.

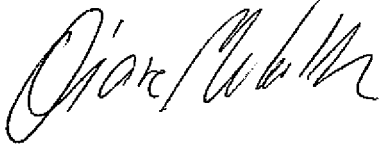
4.6 Third Party Rights

A person who is not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

This document is executed as a deed and delivered on the date stated at the beginning of this Deed.

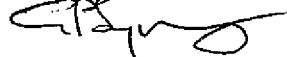
EXECUTION

Executed as a deed by Lilestone Limited
acting by a director



Director

in the presence of:

Witness Signature: 

Witness Name: C. P. Sumes

Witness Address: 12 CHILTERN CLOSE
STANES WIS 28L

Witness Occupation: Accountant

Communications to be delivered to:

Address: FLOORS 2-4 ALBEMARLE ST &
LONDON
W1S 4HW

Fax number: 0207 635 5211

Attention: DIANE METCALFE

Executed as a deed by PD Garments Limited, a
company incorporated in Hong Kong, acting by
Christopher McQuoid, being a person who is
acting under the authority of that company

Communications to be delivered to:

Address:

Fax number:

Attention:

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTION

Executed as a deed by Lilestone Limited
acting by a director

Director

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

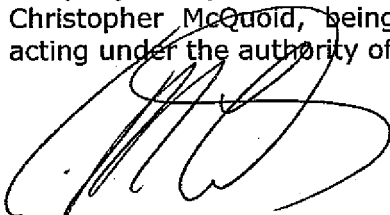
Communications to be delivered to:

Address:

Fax number:

Attention:

Executed as a deed by PD Garments Limited, a
company incorporated in Hong Kong, acting by
Christopher McQuoid, being a person who is
acting under the authority of that company



in the presence of:

Witness Signature:

Witness Name: *RAIMON ROZARS*

Witness Address: *12a TUDOR CARR, RUSSELL HILL ROAD, PURLEY, CR8 2LA*

Witness Occupation:

DESIGNER

Communications to be delivered to:

Address:

Fax number:

Attention: