Companies House

MR01 (ef)

Registration of a Charge

Company name: **GLOBAL - MSI PUBLIC LIMITED COMPANY**

Company number: **02849288**

Received for Electronic Filing: **22/07/2016**

X5BQL654

Details of Charge

Date of creation: **22/07/2016**

Charge code: **0284 9288 0004**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed 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: **LORRAINE BOYLE**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2849288

Charge code: 0284 9288 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2016 and created by GLOBAL - MSI PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2016 .

Given at Companies House, Cardiff on 25th July 2016

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

THIS DEED OF ACCESSION is made the 22ND day of JULY 2016

BETWEEN:

(1) **THE SEVERAL COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS** specified in Part I of the schedule hereto (the "**Existing Companies**");

(2) **THE COMPANY /LIMITED LIABILITY PARTNERSHIP** 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 October 2011 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement 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 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 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 12th September 2011.

The Schedule

Part I - The Existing Companies

Name	Registered Number	Registered Office
MS International Plc	00653735	Balby Carr Bank, Balby, Doncaster, DN4 8DH.
MSI-Defence Systems Ltd	00954839	Salhouse Road, Norwich, NR7 9AY.
MSI-Forks Limited	01843622	Balby Carr Bank, Doncaster, DN4 8DH.
Global – MSI Public Limited Company	02849288	Carr Hill, Balby, Doncaster, South Yorkshire, DN4 8DH.
MSI – Quality Forgings Limited	02197909	Balby Carr Bank, Doncaster, DN4 8DH

Part II - The Further Company

Name	Registered Number	Registered Office
Petrol Sign Limited	00962452	Carr Hill, Balby, Doncaster, Yorks, DN4 8DH.

SIGNED as a deed by Petrol Sign Limited acting by its:

MICHAEL BELL .....(insert full name)
Director
[redacted] (signature)

MICHAEL O'CONNELL .....(insert full name)
Director/~~Secretary~~*
MICHAEL O'CONNELL
MICHAEL BELL .....(signature)
DIRECTOR
[redacted]

in the presence of
Witness: DAVID KIRKUP ..... (name)
[redacted] .....(signature)
Address: [redacted]
Occupation: .....COMPANY SECRETARY

SIGNED as a deed by MS International Plc acting by its:

MICHAEL BELL .....(insert full name)
Director
[redacted] (signature)

MICHAEL O'CONNELL .....(insert full name)
Director/~~Secretary~~*
MICHAEL O'CONNELL
MICHAEL .....(signature)
DIRECTOR
[redacted]

in the presence of
Witness: DAVID KIRKUP ..... (name)
[redacted] .....(signature)
Address: [redacted]
Occupation: .....COMPANY SECRETARY

SIGNED as a deed by the Existing Companies other than MS International Plc acting by MS International Plc their duly authorised attorney acting by its:

MICHAEL BELL .....(insert full name)
Director
[redacted] (signature)

MICHAEL O'CONNELL .....(insert full name)
Director/~~Secretary~~*
[redacted] nature)

in the presence of
Witness: DAVID KIRKUP ..... (name)
[redacted] .....(signature)
Address: [redacted]
Occupation: .....COMPANY SECRETARY

* Delete as applicable.