



Registration of a Charge

Company name: **FISHER OUTDOOR LEISURE TRUSTEE COMPANY LIMITED**

Company number: **05787439**



X6M4U9PP

Received for Electronic Filing: **27/12/2017**

Details of Charge

Date of creation: **15/12/2017**

Charge code: **0578 7439 0008**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT.**

Contains fixed charge(s).

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

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:

CHARLES WEEMS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5787439

Charge code: 0578 7439 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2017 and created by FISHER OUTDOOR LEISURE TRUSTEE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th December 2017 .

Given at Companies House, Cardiff on 29th December 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

THIS ACCESSION DEED is made on

15 December

2017

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) PROJECT POLKA TOPCO LIMITED a company incorporated in England & Wales (company number 11068377) with its registered office at Roundhouse Road Faverdale Industrial Estate, Darlington, County Durham, United Kingdom, DL3 0UR (the "Parent"); and
- (3) WILMINGTON TRUST (LONDON) LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 15/12/2017 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Company/Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*);

- (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 22.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

| Company name | Registered number | Registered office |
|--|-------------------|---|
| Power Topco Limited | 10037838 | Roundhouse Road, Faverdale Industrial Estate, Darlington, County Durham, England, DL3 0UR |
| Fisher Outdoor Leisure Holdings Limited | 05659660 | Roundhouse Road, Faverdale Industrial Estate, Darlington, County Durham, England, DL3 0UR |
| Fisher Outdoor Leisure Limited | 00374404 | Roundhouse Road, Faverdale Industrial Estate, Darlington, County Durham, England, DL3 0UR |
| Fisher Outdoor Leisure Trustee Company Limited | 05787439 | Roundhouse Road, Faverdale Industrial Estate, Darlington, County Durham, England, DL3 0UR |
| Aghoco 1136 Limited | 08317460 | Zyro Limited Roundhouse Road, Faverdale Industrial Estate, Darlington, County Durham, DL3 0UR |
| Zyro Limited | 03060232 | Zyro Limited Roundhouse Road, Faverdale Industrial Estate, Darlington, County Durham, DL3 0UR |

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

Part 1 - Real Property

| Registered land | | | | |
|-------------------------------|---------|---------------------------------------|----------|--------------|
| Acceding Company | Address | Administrative Area | | Title number |
| None at the date of this Deed | | | | |
| Unregistered land | | | | |
| Acceding Company | Address | Document describing the Real Property | | |
| | | Date | Document | Parties |
| None at the date of this Deed | | | | |

Part 2 - Charged Securities

| Acceding Company | Name of company in which shares are held | Class of shares held | Number of shares held | Issued share capital |
|--|---|--------------------------------|-----------------------|----------------------|
| Power Topco Limited (10037838) | Fisher Outdoor Leisure Holdings Limited (05659660) | Ordinary shares of £0.001 each | 7,821,748,062 | 7,821,748,062 |
| Power Topco Limited (10037838) | Aghoco 1136 Limited (08317460) | Ordinary shares of £0.01 each | 80,000 | 80,000 |
| Fisher Outdoor Leisure Holdings Limited (05659660) | Fisher Outdoor Leisure Limited (00374404) | Ordinary shares of £1.00 each | 51,020 | 51,020 |
| Fisher Outdoor Leisure Holdings Limited (05659660) | Fisher Outdoor Leisure Trustee Company Limited (05787439) | Ordinary shares of £1.00 each | 2 | 2 |
| Aghoco 1136 Limited (08317460) | Zyro Limited (03060232) | Ordinary shares of £1.00 each | 80,000 | 80,000 |

Part 3 - Charged Accounts

| Collection Accounts | | | |
|--------------------------------|----------------|-----------------|---|
| Account Holder | Account Number | Account Bank | Account bank branch address and sort code |
| Power Topco Limited | [REDACTED] 8 | Lloyds Bank plc | Sort: [REDACTED] 65-68 Briggate Leeds West Yorkshire LS1 6LH |
| Fisher Outdoor Leisure Limited | [REDACTED] 0 | Lloyds Bank plc | Sort: [REDACTED] 8-11 Cambridge Crescent Harrogate North Yorkshire HG1 1PQ |
| Fisher Outdoor Leisure Limited | [REDACTED] 50 | Lloyds Bank plc | Sort: [REDACTED] 8-11 Cambridge Crescent Harrogate North Yorkshire HG1 1PQ] |
| Fisher Outdoor Leisure Limited | [REDACTED] 33 | Lloyds Bank plc | Sort: [REDACTED] 8-11 Cambridge Crescent Harrogate North Yorkshire HG1 1PQ |
| Zyro Limited | [REDACTED] 31 | Lloyds Bank plc | Sort: [REDACTED] 8-11 Cambridge Crescent Harrogate North Yorkshire HG1 1PQ |
| Zyro Limited | [REDACTED] 8 | Lloyds Bank plc | Sort: [REDACTED] 8-11 Cambridge Crescent Harrogate North Yorkshire HG1 1PQ |
| Zyro Limited | [REDACTED] 6 | Lloyds Bank plc | Sort: [REDACTED] 8-11 Cambridge Crescent Harrogate North Yorkshire HG1 1PQ |

| Collection Accounts | | | |
|---------------------|----------------|-----------------|--|
| Account Holder | Account Number | Account Bank | Account bank branch address and sort code |
| Zyro Limited | 123456789 | Lloyds Bank plc | Sort: 300000 8-11 Cambridge Crescent Harrogate North Yorkshire HG1 1PQ |

Part 4 - Intellectual Property

| Part 4A - Trade marks | | | | |
|-------------------------------|-----------|------------------------------|---------|-----------|
| Proprietor/ADP number | TM number | Jurisdiction/apparent status | Classes | Mark text |
| None at the date of this Deed | | | | |

| Part 4B - Patents | | |
|-------------------------------|---------------|-------------|
| Proprietor/ADP number | Patent number | Description |
| None at the date of this Deed | | |

Part 5 - Relevant Contracts

| Acceding Company | Date of Relevant Contract | Parties * | Details of Relevant Contract |
|-------------------------------|---------------------------|-----------|------------------------------|
| None at the date of this Deed | | | |

Part 6 - Insurances

| Acceding Company | Insurer | Policy number |
|---------------------|-------------------|------------------|
| Power Topco Limited | Allianz Insurance | 47/SZ25969095/07 |
| Power Topco Limited | Chubb Insurance | UK CASO 10213117 |
| Power Topco Limited | Chubb Insurance | 82474439A |
| Power Topco Limited | Hiscox Insurance | HU PI69334782 |
| Power Topco Limited | Chubb Insurance | 82474520 |
| Power Topco Limited | AXA Insurance | BN MLP6906472 |

| Acceding Company | Insurer | Policy number |
|---------------------|---------------------|----------------|
| Power Topco Limited | NMU Insurance | LWN MU16 -4596 |
| Power Topco Limited | Chubb Insurance | UK BBC69627 |
| Power Topco Limited | AIG Insurance | 38099841 |
| Power Topco Limited | Zurich Insurance | GP0864262 |
| Power Topco Limited | Allianz Engineering | NV/10447547 |
| Power Topco Limited | Allianz Insurance | 20/BV25970626 |
| Power Topco Limited | Lorega | LW25 |
| Power Topco Limited | Hiscox Insurance | HU EVT 7408504 |
| Aghoco-1136 Limited | Chubb Insurance | 82433672 |

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by **POWER**)
TOPCO LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

DWF LLP

1 Scott Place

2 Hardman Street

Manchester M3 3AA

Address: *Randhouse Road, Faverdale Industrial Estate,*
Darlington, County Durham, DL3 0UR.
Facsimile No: *N/A*
Attention: *The Directors*

Executed as a deed, but not delivered until the)
first date specified on page 1, by **FISHER**)
OUTDOOR LEISURE HOLDINGS)
LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

DWF LLP

1 Scott Place

2 Hardman Street

Manchester M3 3AA

Address: *As above*
Facsimile No: *N/A*
Attention: *The Directors*

Executed as a deed, but not delivered until the)
first date specified on page 1, by FISHER)
OUTDOOR LEISURE LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

Address:

Facsimile No:

Attention:

DWF LLP

1 Scott Place

2 Hardman Street

Manchester M3 3AA

Executed as a deed, but not delivered until the)
first date specified on page 1, by FISHER)
OUTDOOR LEISURE TRUSTEE)
COMPANY LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

Address:

Facsimile No:

Attention:

DWF LLP

1 Scott Place

2 Hardman Street

Manchester M3 3AA

Executed as a deed, but not delivered until the)
first date specified on page 1, by AGHOCO)
1136 LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

Address: AS above

Facsimile No: N/A

Attention: The Directors

DWF LLP
1 Scott Place
2 Hardman Street
Manchester M3 3AA

Executed as a deed, but not delivered until the)
first date specified on page 1, by ZYRO)
LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

Address: AS above

Facsimile No: N/A

Attention: The Directors -

DWF LLP
1 Scott Place
2 Hardman Street
Manchester M3 3AA

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **PROJECT**)
POLKA TOPCO LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

Address:

Facsimile No:

Attention:

DWF LLP
1 Scott Place
2 Hardman Street
Manchester M3 3AA

THE SECURITY AGENT

Signed by _____ for and on)
behalf of **WILMINGTON TRUST**)
(LONDON) LIMITED:)

Signature

Address: Third Floor, 1 King's Arms Yard, London EC2R 7AF

Fax: +44 (0)20 7397 3601

Email: therridge@wilmingtontrust.com

Attention: Terry Herridge