



Registration of a Charge

Company Name: **KENT,BLAXILL & CO,LIMITED**

Company Number: **00083667**



XBGKB9FB

Received for filing in Electronic Format on the: **11/11/2022**

Details of Charge

Date of creation: **10/11/2022**

Charge code: **0008 3667 0011**

Persons entitled: **ARBUTHNOT COMMERCIAL ASSET BASED LENDING LIMITED**

Brief description:

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: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 83667

Charge code: 0008 3667 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2022 and created by KENT, BLAXILL & CO, LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2022 .

Given at Companies House, Cardiff on 15th November 2022

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

Guarantee and Debenture Accession Deed

DATE OF ACCESSION DEED 10 November 2022

PARTIES

- (1) KENT BLAXILL HOLDINGS LIMITED (a company incorporated in England and Wales with registered number 14401722); and
- KENT, BLAXILL & CO LIMITED (a company incorporated in England and Wales with registered number 00083667),
- (each an Additional Chargor and together the Additional Chargors);
- (2) PAINTWELL LIMITED (a company incorporated in England and Wales with registered number 00867825) (the Obligors' Agent) for itself and as agent for and on behalf of each of the existing Companies
- (3) ARBUTHNOT COMMERCIAL ASSET BASED LENDING LIMITED a company incorporated in England and Wales under number 10915339 whose registered office is at Arbuthnot House, 7 Wilson Street, London, EC2M 2SN (Arbuthnot).

BACKGROUND

This Deed is supplemental to a debenture dated 21 October 2022 between, among others, (1) the Obligors' Agent, (2) the entities named therein as Original Chargors and (3) Arbuthnot, as supplemented and amended from time to time (the "Debenture").

THIS DEED WITNESSES THAT:

1 INTERPRETATION

1.1 Definitions and construction

Terms defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meanings (or be subject to the same construction) when used in this Deed.

1.2 Effect as a deed

This Accession Deed is intended to take effect as a Deed notwithstanding that Arbuthnot may have executed it under hand only.

2 ACCESSION OF ADDITIONAL CHARGORS TO GUARANTEE AND DEBENTURE

2.1 Accession

Each Additional Chargor agrees to be bound by all of the terms of the Debenture and to perform all the obligations of a Chargor under the Debenture with effect from the date of this Deed as if it had been an original party to the Debenture in the capacity as an Original Chargor.

2.2 Covenant to pay

Each Additional Chargor agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations promptly on demand of Arbuthnot.

2.3 Obligors' Agent

The Obligors' Agent (on behalf of itself and the other Chargors which are parties to the Debenture) hereby agrees to the accession of each Additional Chargor.

3 FIXED CHARGES

Each Additional Chargor, as continuing security for the payment, discharge and performance of all the Secured Liabilities in relation to all of the following assets whether now or in future belonging to the Additional Chargor hereby, in each case with full title guarantee:

- (a) charges to Arbuthnot by way of legal mortgage all of the Real Property specified in Part 1 of the Schedule to this Deed, together with all other Real Property vested in the Additional Chargor;
- (b) all rental and other income and all debts, rights and claims now or in the future due or owing to the Additional Chargor under or in connection with any lease, agreement or licence relating to its Real Property;
- (c) all of the Additional Chargor's present and future rights and claims against the lessees, sub-lessees or licensees of its Real Property and all guarantors and sureties for the obligations of such lessees, sub-lessees or licensees;
- (d) each of the present and future agreements, licences, options, contracts, guarantees, warranties, easements, agreements for lease, and any other document, in each case, entered into by the Additional Chargor relating to the use, acquisition, exploitation, disposal of or dealings with any of the Real Property;
- (e) all its P&M specified in Part 2 of the Schedule to this Deed, together with all other P&M vested in the Additional Chargor and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
- (f) all its goodwill, unpaid and/or uncalled capital;
- (g) all its Intellectual Property;
- (h) all its Securities;
- (i) all the Related Rights arising in connection with the Securities;
- (j) all its rights and claims arising in relation to each of the Insurances including the benefit of all claims arising and all money payable under such Insurances;
- (k) if the Additional Chargor is also an Additional Client (as defined in the Facilities Agreement), all of its Non-Vesting Receivables to the extent not effectively assigned by way of security under Clause 4 of this Deed;

- (l) if the Additional Chargor is also an Additional Client, all Associated Rights pertaining to its Non-Vesting Receivables;
- (m) if the Additional Chargor is also an Additional Client, all of its Other Debts;
- (n) if the Additional Chargor is also an Additional Client, all Associated Rights pertaining to its Other Debts;
- (o) if the Chargor is not a Client, all of its Debts; and
- (p) if the Chargor is not a Client, all Associated Rights pertaining to its Debts.

4 ASSIGNMENTS

Each Additional Chargor, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, assigns absolutely to Arbuthnot all its present and future right, title and interest in and to:

- (a) if the Additional Chargor is also an Additional Client (as defined in the Facilities Agreement), all of its Non-Vesting Receivables;
- (b) the benefit of the Insurances and all Related Rights; and
- (c) any contracts relating to or benefitting any of the Charged Assets.

5 FLOATING CHARGES

- (a) Each Additional Chargor, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, charges in favour of Arbuthnot by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (Fixed Charges) or effectively assigned pursuant to Clause 4 (Assignments).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

6 LAND REGISTRY

In respect of the Real Property specified in Part 1 of the Schedule hereto the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted, each Additional Chargor hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with Arbuthnot's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of Arbuthnot Commercial Asset Based Lending Limited referred to in the charges register or their conveyancer."

- (b) to enter a note of the obligation to make further advances by Arbuthnot on the charges register of any registered land forming part of the Charged Assets; and
- (c) to note this Deed on the charges register.

7 POWER OF ATTORNEY

7.1 Appointment

By way of security for the performance of its obligations under this Deed, each Additional Chargor irrevocably appoints Arbuthnot and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Additional Chargor is obliged to do under the terms of this Deed and/or the Debenture or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Deed and/or the Debenture or by law.

7.2 Ratification

Each Additional Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed and/or the Debenture shall do in its capacity as such.

7.3 Sums recoverable

All sums expended by Arbuthnot or any Receiver under this Clause 7 shall be recoverable from each Additional Chargor under Clause 6 (Costs and Expenses) of Schedule 8 of the Debenture.

8 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 16 (Service of Notices and Process) of the Debenture. Each Additional Chargor's address and fax number for any communication to be made or delivered under or in connection with this Deed and/or the Debenture is set out with its name below.

9 MISCELLANEOUS

The provisions of Clause 16 (Service of Notices and Process), 18 (Waivers), 18.4 (Illegality) and 18.6 (Counterparts) of the Debenture shall be deemed to be incorporated in full in this Deed as if references in those Clauses to "this Deed" were references to this Accession Deed.

10 GOVERNING LAW

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

11 ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This document has been executed as a deed by the Obligors' Agent, each Additional Chargor and has been signed on behalf of Arbutnot and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE
(to Accession Deed)**

**Part 1
Real Property**

Registered land			
Chargor	Address	Administrative Area	Title Number
None specified as at the date of this Deed			
Unregistered land			
Chargor	Address	Document describing the Property	
		Date	Document
None specified as at the date of this Deed			

**Part 2
Specified P&M**

Chargor	P&M Description	P&M Identification/Serial Number
None specified as at the date of this Deed		

**Part 3
Securities**

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Kent Blaxill Holdings Limited	Kent, Blaxill & Co Limited	Ordinary	6,539 shares of £10 each
Kent, Blaxill & Co Limited	Boston Factors Limited	Ordinary	550 shares of £10 each

Part 4
Insurances

Chargor(s)	Insurer	Insured risks	Policy number
Kent Blaxill Holdings Limited Kent, Blaxill & Co Limited	Allianz Insurance plc.	Commercial insurance	32/SZ/29137913/04
Kent, Blaxill & Co, Limited	U K Insurance Limited	Employers liability insurance	SEC6052180
Kent, Blaxill & Co, Limited	NFU Mutual Office, Tey Brook Centre	Vehicle policy	003X5086328/N06/LF

EXECUTION PAGES TO THE ACCESSION DEED

THE OBLIGORS' AGENT

Executed as a deed by **PAINTWELL LIMITED** acting by
two directors:

DocuSigned by:


.....
Name of Director

Wayne Fisher
.....

Signature of Director

DocuSigned by:


.....
Name of Director

Stuart Slocombe
.....

Signature of Director

Notices

Address: 38 Bromborough Village Road, Bromborough, Wirral, Merseyside, CH62 7ET

Attention of: Stuart Slocombe

Fax: N/A

ADDITIONAL CHARGORS

Executed as a deed by **KENT BLAXILL HOLDINGS LTD**

acting by two directors:

DocuSigned by:


.....
D536CC58F9D448A...

Name of Director

Wayne Fisher

.....

Signature of Director

DocuSigned by:


.....
C0B85750D7C545E...

Name of Director

Stuart Slocombe

.....

Signature of Director

Notices

Address: 129-139 Layer Road, Colchester, Essex, CO2 9JY

Attention of: Kevin Pryke

Fax: N/A

EXECUTION VERSION

Executed as a deed by **KENT, BLAXILL & CO LIMITED**

acting by two directors:

DocuSigned by:


.....

Name of Director

Wayne Fisher

.....

Signature of Director

DocuSigned by:


.....

Name of Director

Stuart Slocombe

.....

Signature of Director

Notices

Address: 129-139 Layer Road, Colchester, Essex,
CO2 9JY

Attention of: Kevin Pryke

Fax: N/A

ARBUTHNOT

Executed by **ARBUTHNOT COMMERCIAL ASSET**

BASED LENDING LIMITED acting by two directors:

DocuSigned by:

E2C7B6947A1949D.....

Name of Director

Tim Hawkins
.....

Signature of Director

DocuSigned by:

78034B61B927453.....

Name of Director

James Shaw
.....

Signature of Director