



Registration of a Charge

Company Name: **SUN MARK LIMITED**

Company Number: **03010238**



Received for filing in Electronic Format on the: **26/10/2021**

XAFWR9II

Details of Charge

Date of creation: **20/10/2021**

Charge code: **0301 0238 0018**

Persons entitled: **HSBC UK BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES (SECURITY AGENT)**

Brief description: **THE LEASEHOLD LAND KNOWN AS 428 LONG DRIVE, GREENFORD, UB6 8UH REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER AGL487184 AND THE LEASEHOLD LAND DESCRIBED IN THE INSTRUMENT AS LAND ON THE NORTH WEST SIDE OF 427 LONG DRIVE, GREENFORD REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER AGL510975.**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3010238

Charge code: 0301 0238 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2021 and created by SUN MARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2021 .

Given at Companies House, Cardiff on 27th October 2021

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 is made on 20 October 2021

Between

- (1) **SUN MARK INTERNATIONAL LIMITED** (registered in England with number 13044859 for itself and for the Chargors (**Company**));
- (2) **SUN MARK LIMITED** (registered in England with number 03010238) (**Acceding Chargor**); and
- (3) **HSBC UK BANK PLC** as security trustee for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 19 October 2021 between, inter alia, the Company, the Chargors and the Security Agent (**Debenture**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facility Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Company as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Secured Shares** means all shares present and future held by the Acceding Chargor or the Persons listed in Schedule 2 (Secured Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms), 1.6 (Intercreditor deed), 1.7 (Property), 1.8 (Present and future assets), 1.9 (Fixed security) and 1.10 (No obligations) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this Deed shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All Security created by the Acceding Chargor under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee; and
- (c) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties.

2.4 First legal mortgages

The Acceding Chargor charges by way of first legal mortgage the Properties described in to Schedule 1 (Properties) to this Deed.

2.5 Assignments

- (a) The Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
 - (i) all Rental Income, any proceeds of sale of its Secured Property and all other sums, payable under any Lease Document (including under any guarantee relating to any Lease Document);
 - (ii) the agreements described in Schedule 4 (Relevant Agreements) to this Deed;
 - (iii) its insurance policies described in Schedule 3 (Relevant Policies) to this Deed;
 - (iv) each account described in Schedule 5 (Blocked Accounts) to this Deed and any amount standing to the credit of a Blocked Account and the debt represented by each Blocked Account;
 - (v) each account described in Schedule 6 (Unblocked Accounts) to this Deed and any amount standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account; and
 - (vi) each and every sum from time to time paid or payable by any member of the Group for the time being to a Chargor;together with, in each case, all other Related Rights thereto.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under each Lease Document, each Relevant Agreement, and each Relevant Policy.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, the Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4);
- (b) all licences to enter or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, fittings, equipment and tools and any removals or replacement of them, (excluding any for the time being forming part of the Acceding Chargor's stock in trade or work in progress) (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Secured Shares;
- (f) the Investments;
- (g) all of its book and other debts and monetary claims and their proceeds (both collected and uncollected) (together **Debts**);
- (h) (other than to the extent effectively assigned under clause 2.5) each Blocked Account, all monies from time to time standing to the credit of each Blocked Account and the debt represented by each Blocked Account;
- (i) (other than to the extent effectively assigned under clause 2.5) each Unblocked Account, all monies from time to time standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) (other than to the extent effectively assigned under clause 2.5) the Relevant Policies;
- (m) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (n) to the extent that any other assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause,

together with, in each case, all other Related Rights thereto.

2.7 Floating charge

- (a) The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future.
- (b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney with the full power and authority (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) to do or cause to be done all acts and things,

at any time after the occurrence of an Event of Default which is continuing and, in each case:

- (i) which may be required; or
- (ii) which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of the Acceding Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 25 (Notices) of the Debenture are as follows:

Address: Sun House, 428 Long Drive, Greenford, Middlesex, UB6 8UH

Facsimile: N/A

Attention: The Directors

6 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed or any Finance Document.

7 Governing law and jurisdiction

Clause 32 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been signed on behalf of the Security Agent and executed as a deed by the Acceding Chargor and is delivered on the date given at the beginning of this Deed. It is intended by the parties to

this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

Schedule 1**Properties**

Address	Freehold / Leasehold	Title Number
428 Long Drive, Greenford, UB6 8UH	Leasehold	AGL487184
Land on the north west side of 427 Long Drive, Greenford	Leasehold	AGL510975

Schedule 2**Secured Shares**

Chargor	Name and registered number of company	Number and class of shares
Sun Mark Limited	MS Sun Mark Nigeria Limited	10,000,000 shares of 1 Naira each
Sun Mark Limited	Sun Mark Global General Trading LLC	300 shares of AED 1,000 each
Sun Mark Limited	Bulldog Power Ltd (UK)	1 ordinary share of £1 each

Schedule 3**Relevant Policies**

Insurer	Insurance type	Policy Number
Burns & Wilcox	Commercial Combined	BP07837-2101
Chubb	Computers	UKEDPO11729120
Chubb	Cargo	UKCGND29678
Allianz	Motor Fleet	18/CX/26019854/11

Schedule 4**Relevant Agreements**

n/a

Schedule 5**Blocked Accounts**

n/a

Schedule 6

Unblocked Accounts

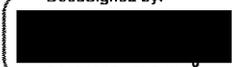
Bank	Account Number	Sort Code
Punjab National Bank 110 South Road Southall UB1 1RD	██████0146 ██████0781 ██████0128	██████
State Bank of India 33 High Street Southall Middlesex UB1 3HA	██████0202 ████████████████0009	██████
Bank of Baroda 86 The Broadway Southall Middlesex UB1 1QD	██████0558 ██████0582 ████████████6588 ████████████6587 ████████████6586	██████
La Caixa Bank Spain Plaza de Colon 1 28046 Madrid Spain	████████████████████████████████████████ 7670	
Metro Bank plc One Southampton Row London WC1B 5HA	██████2637 ██████2459	██████
Citi Bank Citi Bank NA Citigroup Centre Canada Square Canary Wharf London E14 5LB	██████1266 ██████1258 ██████6195 ██████4864	██████
HSBC UK Bank plc 1 Centenary Square Birmingham B1 1HQ	██████6639 ██████6620 ██████6647 ██████6655 ████████████████8-200	██████
HSBC UK Bank plc 21 King's Mall	██████4273	██████

Kind Street Hammersmith London	██████████ 8096	██████████
Habib Bank Zurich PLC Moorgate Branch Habib House 42 Moorgate London EC2R 6JJ	██████████ 6501 ██████████ 6501 ██████████ 6501 ██████████ 2988 ██████████ 2988 ██████████ 2988	██████████ ██████████ ██████████ ██████████ ██████████ ██████████

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Company

Executed as a deed by
SUN MARK INTERNATIONAL LIMITED
acting by a director in the presence of

) 
)
) Director

DocuSigned by:

.....19E0CF845A3E4B5.....

Signature of witness

Nayaz Qazi

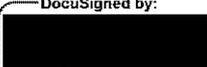
Name

Address

.....

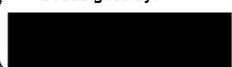
I confirm that I was physically present when

Harmeet Ahuja signed this deed.

DocuSigned by:

.....19E0CF845A3E4B5.....

Chargor

Executed as a deed by
SUN MARK LIMITED
acting by a director in the presence of

) 
)
) Director

DocuSigned by:

.....19E0CF845A3E4B5.....

Signature of witness

Nayaz Qazi

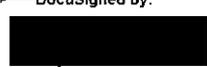
Name

Address

.....

I confirm that I was physically present when

Harmeet Ahuja signed this deed.

DocuSigned by:

.....19E0CF845A3E4B5.....

Security Agent

HSBC UK BANK PLC

By:

DocuSigned by:

590005EB00204CD...