



**Registration of a Charge**

Company name: **BRIGGS AMASCO LIMITED**

Company number: **03541311**



X5BL61RL

Received for Electronic Filing: **19/07/2016**

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**Details of Charge**

Date of creation: **19/07/2016**

Charge code: **0354 1311 0003**

Persons entitled: **BNP PARIBAS**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **BNP PARIBAS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3541311

Charge code: 0354 1311 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th July 2016 and created by BRIGGS AMASCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2016 .

Given at Companies House, Cardiff on 20th 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

To: **BNP Paribas, London Branch**  
10 Harewood Avenue  
London  
NW1 6AA

Date... *15<sup>th</sup> July 2016* .....

Dear Sirs

Re **£1,000,000 uncommitted facility letter to Briggs Amasco Limited**

**Bank:** BNP Paribas, London Branch  
**Company:**  
**Name:** Briggs Amasco Limited  
**Registration number:** 03541311  
**Place of incorporation:** England & Wales  
**Financings:** The facility letter dated 12<sup>th</sup> August 2014 between the Bank and the Company (as the same may be varied or replaced from time to time).

In consideration of, and as a condition precedent to, you the Bank from time to time granting or continuing to make available the Financings to the Company, we, the Company, agree as follows:

## **1 Definitions**

In this Letter, definitions in the Facility Letter and the following definitions apply:

**Accounts** means the bank account in the name of the Company held with the London Branch of the Bank denominated in sterling with account number ~~03 638 4 11 11~~

**Deposit** means all or any of the amounts now or from time to time standing to the credit of the Accounts, together with any interest accrued or accruing from time to time on any of those amounts and all the other rights and claims of the Company in respect of any of those amounts and the Accounts.

**Secured Liabilities** means all present and future indebtedness, obligations and liabilities of the Company to the Bank whether actual, contingent, joint or several, including (without limitation), all expenses, legal fees, taxes and any charges or costs incurred by the Bank in relation to any Financing.

**Security** means the Security Interests created or intended to be created pursuant to this Letter.

**Security Interest** means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of setoff, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or

any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired by the person selling it (or a person connected to the person selling it).

**Security Period** means the period starting on the date of this Letter and ending on the date upon which the Bank notifies the Company in writing that all the Secured Liabilities have been irrevocably discharged in full and all Financings have been terminated.

## **2 Interpretation**

In this Letter the following interpretations apply (unless otherwise stated):

- 2.1 References to this Letter, any other Finance Document or any other document are references to this Letter, that other Finance Document or that other document, as varied, novated, supplemented or replaced from time to time.
- 2.2 Reference to any person, including (without limitation) a party to this Letter, includes (without limitation) that person's successors in title and transferees (unless the transfer to the successor in title or transferee was in breach of this Letter).
- 2.3 The word **person** includes (without limitation) each of the following, even if they have no separate legal personality: an individual, firm, partnership, trust, joint venture, body corporate, unincorporated body, association, organisation or any government, state or local body or authority.

## **3 Charge**

The Company charges and agrees to charge the Deposit and all its right, title and interest in the Deposit to the Bank with full title guarantee by way of first fixed charge as continuing security for the payment and discharge of the Secured Liabilities.

## **4 Conditions of the Deposit**

Regardless of the terms on which moneys are credited to the Accounts, the Company shall be entitled to repayment of the Deposit if and only if:

- (a) the Secured Liabilities have been paid and discharged in full; and
- (b) the Bank remains under no further obligation to make banking or other facilities available to the Company,

and until that time the Company shall not request, demand or claim to be entitled to withdraw the Deposit except (without prejudice to the Bank's rights under this Letter) as the Bank may in its absolute discretion from time to time permit.

## **5 Security Interests**

If at any time the Bank receives actual or constructive notice of any Security Interest (other than the Security) or other interest or any other event or matter affecting the Deposit or any part of it, or any of the rights and obligations created by this Letter, the Bank may open a new account or accounts in the name of the Company, but if it does

not do so it shall nevertheless be deemed to have done so at the time when it received that notice and as from that time all payments made to the Accounts shall be credited or be treated as having been credited to the new account or accounts, and not be appropriated towards or have the effect of reducing or discharging the Secured Liabilities outstanding at the time when the Bank received that notice.

## **6 Enforcement of the Security**

At any time while any amount of the Secured Liabilities is due and unpaid or the Company is otherwise in breach of its obligations under any Financing, the Security shall be enforceable and all powers conferred by this Letter or by law shall become exercisable and, the Bank may, without prior notification to the Company and without the restrictions contained in section 103 of the Law of Property Act 1925, apply all or any part of the Deposit (whether on or before the expiry of any fixed or minimum period for which the Deposit has been placed with the Bank) in or towards satisfaction of the Secured Liabilities. The Bank may apply the Deposit in such order as the Bank may from time to time conclusively determine. Any order of application determined by the Bank shall override any appropriation made by the Company. Section 93 of the Law of Property Act 1925 shall not apply to this Letter.

## **7 Nature of the Security**

7.1 The rights that the Bank holds under this Letter are in addition to any other rights or security held by it for any Secured Liabilities and shall not merge with or prejudice or be prejudiced by any other rights or security of the Bank, or by the variation, non-enforcement, non-perfection or release of any of them, and this Letter may be enforced against the Company without first having recourse to any other rights or security of the Bank.

7.2 If, following any release, settlement, satisfaction or discharge of any of the Secured Liabilities, any security, disposition or payment is avoided, reduced, set aside, rendered unenforceable or required to be paid away, the Bank shall be entitled to recover the value or amount of that security, disposition or payment from the Company as if that release, settlement, satisfaction or discharge had not occurred.

7.3 The Security Interests created pursuant to this Letter are continuing and shall not be considered satisfied or discharged by any intermediate payment or settlement, any fluctuation in the Secured Liabilities or any variation or replacement of any Financing but shall remain in force until the end of the Security Period.

## **8 Miscellaneous**

8.1 This Letter is subject to the Bank's General Terms of Business in force from time to time and applicable to the UK branch of the Bank.

8.2 The Company undertakes to execute and deliver such further documents and to perform such further acts as the Bank may require to implement the purposes of this Letter or any of the transactions contemplated by this Letter, to perfect or protect any Security Interest created (or intended to be created) pursuant to this Letter, or to facilitate the appropriation or realisation of any right or other asset of the Company over which the Bank has a Security Interest.

- 8.3 The Company, by way of security, hereby irrevocably appoints the Bank as its attorney (with full power to sub delegate) to execute, sign and register all deeds and documents, and to complete and endorse such instruments, to institute or defend such proceedings and perform such other acts in the name of the Company as the Bank deems necessary or desirable to collect or perfect its title to any asset (including (without limitation) completing and delivering notices to any relevant debtor), and to secure performance of any of the Company's obligations under this Letter. The Company shall ratify and confirm all things done and documents executed by any person in exercise of the powers granted under this paragraph.
- 8.4 The Company may not create or permit any encumbrance or third party interest over or against any account or over any funds and property in any such account without the Bank's express prior written consent.
- 8.5 English law governs this Letter.

The Company has executed this Letter as a deed with the intention that it be delivered on the date written at the beginning of this Letter.

**EITHER**

EXECUTED as a DEED and DELIVERED by  
**Briggs Amasco Limited**  
acting by:

Name: D. MAGINNIS

*D. Maginnis*  
Director

Name: A. J. SMITH

*[Signature]*  
Director/Secretary

**OR**

Executed as a deed by )  
**Briggs Amasco Limited** acting by a )  
director in the presence of: ) Director

Signature of witness: .....

Name of witness: .....

Address: .....