



Registration of a Charge

Company name: **BRANDPATH INVESTMENTS LIMITED**

Company number: **04419913**



X9315BDE

Received for Electronic Filing: **22/04/2020**

Details of Charge

Date of creation: **21/04/2020**

Charge code: **0441 9913 0009**

Persons entitled: **HSBC UK BANK PLC**

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:

BLAKE MORGAN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4419913

Charge code: 0441 9913 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st April 2020 and created by BRANDPATH INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd April 2020 .

Given at Companies House, Cardiff on 23rd April 2020

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

Date: 21 April 2020

- (1) Brandpath Investments Limited
- (2) HSBC UK Bank plc

Deed of Confirmation



Blake Morgan LLP
Apex Plaza
Forbury Road
Reading
RG1 1AX
www.blakemorgan.co.uk
Ref: 00761475/16

CONTENTS

1	Definitions and Interpretation	1
2	Confirmation	2
3	Creation of security	2
4	Continuance	4
5	Counterparts	4
6	Applicable law	4

THIS DEED OF CONFIRMATION IS MADE ON THE 21 DAY OF April 2020

BETWEEN:

- (1) **BRANDPATH INVESTMENTS LIMITED**, a limited liability company incorporated in England and Wales with company number 04419913 (the "**Borrower**"); and
- (2) **HSBC UK BANK PLC** (the "**Lender**").

BACKGROUND:

- (A) By a facility agreement (the "**Existing Facility Agreement**") dated 4 October 2018, the Lender agreed to provide an overdraft facility of up to £4,000,000 and a forward exchange contracts and currency option of \$500,000 to the Borrower, which was secured on the assets of the Group Companies, including the assets of the Borrower pursuant to the Existing Security Agreements.
- (B) On or about the date of this Deed, the Existing Facility Agreement was terminated and replaced by a facility agreement between (1) Brandpath UK Limited (company number: 02870061), Brandpath Group Limited (company number: 08877584), Brandpath Software Limited (company number: 09657593), Brandpath Commerce Limited (company number: 09657202), and the Borrower as the borrowers and (2) the Lender as the lender, relating to an overdraft facility of up to £5,000,000 (the "**Facility Agreement**").
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (D) HSBC Bank plc (the "**Original Lender**") transferred part of its banking business, which included its rights, obligations and liabilities under certain of the Existing Security Agreements, to the Lender pursuant to a statutory ring-fencing transfer scheme made available under Part VII of the Financial Services and Markets Act 2000 (the "**Scheme**"). The Scheme became effective on 1 July 2018.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Deed, the following expressions shall have the following meanings unless the context requires otherwise:

Existing Security Agreements: means (1) a debenture between the Borrower and the Original Lender dated 2 May 2017, and (2) a deed of confirmation between the Borrower and the Lender dated 6 November 2018; and

Group Companies: means the Borrower, Brandpath UK Limited (company number: 02870061), Brandpath Software Limited (company number: 09657593), Localised IP Limited (company number: 04946760), Brandpath Holdings Limited (company number: 07224794), Phones

International Group Limited (company number: 05083201), Brandpath Group Limited (company number: 08877584), Brandpath Commerce Limited (company number: 09657202), and PJ Investco Limited (company number: 03844393).

2 CONFIRMATION

The Borrower confirms its consent to the terms of the Facility Agreement and, with effect on and from the date of this Deed, confirms that the security and guarantees created in favour of the Lender under the Existing Security Agreements extends to all liabilities and obligations of the Borrower to the Lender under the Facility Agreement.

3 CREATION OF SECURITY

3.1 To the extent only that the security referred to in Clause 2 (Confirmation) is not effective (for whatever reason), the Borrower, as security for the payment and discharge of all the liabilities and obligations of the Borrower to the Lender, charges as follows:

3.1.1 by way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Borrower together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule below subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule below;

3.1.2 by way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule below;

3.1.3 by way of first fixed charge (except as already charged above):-

- (a) all the present and future right, title and interest of the Borrower in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it;
- (b) all chattels now or at any time afterwards belonging to the Borrower. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Borrower or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Deed;
- (c) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Borrower;
- (d) all book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier

of any immoveable property wherever situated now or at any time afterwards due owing or incurred to the Borrower. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Borrower to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Lender may from time to time have agreed in writing with the Borrower which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with Clause 3.1.3(e) below;

- (e) any credit balance on any account of the Borrower with the Lender;
- (f) any credit balance on any account of the Borrower with any bank (other than the Lender) or other person;
- (g) all goodwill and uncalled capital for the time being of the Borrower;
- (h) all stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Borrower). In addition,
 - (i) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Borrower;
 - (ii) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule below, collectively called, the "securities");
- (i) all letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Borrower (together with any of the same mentioned in the Second Schedule below, collectively called the "intellectual property");
- (j) all policies of life insurance or assurance and all rights and claims to which the Borrower is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description;
- (k) all rights and other property to which the Borrower is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;

(l) the benefit of all agreements for the provision by the Borrower to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Borrower;

(m) the proceeds of sale of any property mentioned above; and

3.1.4 by way of floating charge, all the undertaking of the Borrower and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Deed and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

4 CONTINUANCE

Except as supplemented by this Deed, the Existing Security Agreements will remain in full force and effect and the Borrower confirms that its obligations under the Existing Security Agreements continue to be legal, valid and enforceable in accordance with its terms.

5 COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

6 APPLICABLE LAW

The validity, construction and performance of this Deed (and any claim, dispute or matter arising under or in connection with it or its enforceability and any non-contractual obligation arising out of or in connection with it) shall be governed by and construed in accordance with the law of England and each party irrevocably submits to the exclusive jurisdiction of the English Courts.

THIS DEED has been executed and delivered by or on behalf of the parties on the date at the top of page 1.

**The First Schedule referred to above
Part 1**

(Freehold and/or leasehold land)

Registered Title

All the property(ies) comprised in the following title(s) at H.M. Land Registry:

Title Number	Short description of the property
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Unregistered Title

All the property(ies) now vested in the Company and comprised in the Deed(s) referred to below:

Short description of the property	Date	Deed/Document	Parties
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Part 2

(Prior mortgages or other matters relating to the property described above)

Short description of the Property	Legal/Mortgage/Charge dated	Parties
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The Second Schedule referred to above
(Chattels and/or other property)

Description	Serial/registration number(s)	Location
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SIGNATURES

Borrower

Executed as a deed but not delivered until the date of
this Deed by **BRANDPATH INVESTMENTS LIMITED**
acting by a director in the presence of:



Director

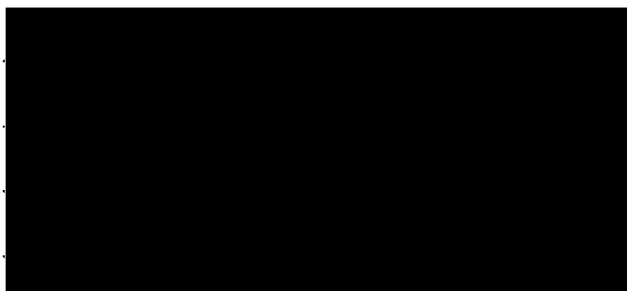
Witness signature



Name
(in block capitals)

MARTIN RIVER

Address



Occupation

Lender

Signed by _____ for and on behalf of
HSBC UK BANK PLC in the presence of:

Witness signature

Name
(in block capitals)

Address

Occupation

SIGNATURES

Borrower

Executed as a deed but not delivered until the date of
this Deed by **BRANDPATH INVESTMENTS LIMITED**
acting by a director in the presence of:

Director

Witness signature

Name
(in block capitals)

Address

Occupation

Lender

Signed by Cameron RATTALL for and on behalf of
HSBC UK BANK PLC in the presence of:

Witness signature

Name
(in block capitals)

Address

Occupation

EKSHA SINGH