



Registration of a Charge

Company name: **BENNETT CLARKE AND JAMES LIMITED**

Company number: **05154929**

Received for Electronic Filing: **06/03/2018**



X7157UHL

Details of Charge

Date of creation: **27/02/2018**

Charge code: **0515 4929 0002**

Persons entitled: **BMS FINANCE (UK) S.A.R.L**

Brief description: **ALL LAND AND INTELLECTUAL PROPERTY NOW OR IN THE FUTURE OWNED BY THE COMPANY.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ROSENBLATT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5154929

Charge code: 0515 4929 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2018 and created by BENNETT CLARKE AND JAMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2018 .

Given at Companies House, Cardiff on 8th March 2018

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: ²⁷ February 2018

**INTEGRITY PROPERTY MANAGEMENT LIMITED, CAMPSIE COMMERCIAL
LIMITED AND BENNETT CLARKE AND JAMES LIMITED**

(as Chargors)

and

BMS FINANCE (UK) S.A.R.L.

(as Chargee)

SUPPLEMENTAL DEBENTURE

rosenblatt

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London EC4A 3AF
Tel: 020 7955 0880
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Ref: BMS/3

TABLE OF CONTENTS

Clause	Headings	Page
1.	INTERPRETATION	3
2.	CREATION OF SECURITY	4
3.	INCORPORATION	6
4.	MISCELLANEOUS.....	6
5.	GOVERNING LAW	6
	SCHEDULE 1	7

THIS DEED is dated 27 February

2018 and is made between:

- (1) THE COMPANIES listed in SCHEDULE 1 (together, the "Chargors" and each a "Chargor"); and
- (2) BMS FINANCE (UK) S.A.R.L. (previously known as BMS FINANCE S.A.R.L.), a private limited liability company (société à responsabilité limitée), having its registered office at 55, Avenue Pasteur, L-2311 Luxembourg, Grand Duchy of Luxembourg (the "Chargee").

BACKGROUND:

- (A) Pursuant to a debenture dated 19 July 2017 (the "Original Debenture") and a deed of accession dated 1 September 2017 (together, the "Original Security Documents"), the Chargors created Security Interests over all of their respective property, assets and undertaking as security for, among other things, the present and future obligations and liabilities of the Chargors to the Chargee.
- (B) The Chargors and the Chargee have agreed to a new working capital facility by entering into a new loan agreement dated on or about the date of this Deed (the "New Loan Agreement").
- (C) This Deed is supplemental to the Original Security Documents.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Deed,

"2017 Loan Agreement" means the loan agreement originally dated 19 July 2017 between, amongst others, (1) Integrity Property Management Limited (as borrower) and (2) the Chargee (as lender).

"Finance Documents" means the Finance Documents (as defined in the 2017 Loan Agreement), the New Loan Agreement and this Deed.

"Secured Liabilities" means all present and future liabilities and obligations of the Chargors to the Chargee under the Finance Documents or otherwise, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in any other capacity whatsoever and whether or not the Chargee was the original creditor in respect thereof, including without limitation interest, commission, costs, charges and expenses charged by the Chargee at rates agreed by it and the Borrower; and

"Security Period" means the period from the date of this Deed until the date on which the Chargee has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

1.2 Save where otherwise specified, capitalised terms used in this Deed have, unless expressly defined in this Deed, the meanings given to those terms by the Original Debenture.

- 1.3 The provisions of clause 1.2 (*Interpretation*) of the Original Debenture apply to this Deed as though they were set out in full in this Deed except that references to the Original Debenture are to be construed as references to this Deed.
- 1.4 A Finance Document or other document or security includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility.
- 1.5 A reference to any asset, unless the context otherwise requires, includes any present and future assets.
- 1.6 Any covenant of the Chargors under this Deed (other than a payment obligation) remains in force during the Security Period.
- 1.7 If the Chargee considers that an amount paid to the Chargee under a Finance Document is capable of being lawfully avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.8 Unless the context otherwise requires, a reference to Charged Property includes the proceeds of sale of that Charged Property.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
- (i) is created in favour of the Chargee;
 - (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Chargee holds the benefit of this Deed.
- (c) All the Security Interests created under this Deed:
- (i) are created in case the security created by the Original Security Documents does not secure all of the Secured Liabilities; and
 - (ii) are created in addition to and do not affect the security created by the Original Security Documents.

Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a subsequent ranking Security Interest ranking subject to any equivalent Security Interest created by the Original Security Documents until such

time as the Security Interests created by the Original Security Documents cease to have effect.

- (d) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Documents and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interests created by the Original Security Documents cease to have effect at a time when this Deed still has effect.

2.2 *Guarantee*

Each Obligor, with effect from the date of this Deed, confirms that any security, guarantee or indemnity created or given by it under the Finance Documents will:

- (a) continue in full force and effect; and
- (b) extend to all of its liabilities and obligations arising under the New Loan Agreement.

2.3 *Security*

- (a) As a continuing security for payment of the Secured Liabilities, the Chargors with full title guarantee charge to the Chargee all their respective rights, title and interest from time to time in each of the following assets:
 - (i) by way of fixed charge, the Land;
 - (ii) by way of fixed charge, the Securities;
 - (iii) by way of fixed charge, the Intellectual Property;
 - (iv) by way of fixed charge, the Monetary Claims;
 - (v) by way of fixed charge, the Fixed Plant and Equipment;
 - (vi) by way of fixed charge, the Loose Plant and Equipment;
 - (vii) by way of fixed charge, each Account;
 - (viii) by way of fixed charge, the Insurances;
 - (ix) by way of fixed charge, the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and
 - (x) by way of fixed charge, their present and future goodwill and uncalled capital.
- (b) As continuing security for payment of the Secured Liabilities, the Chargors with full title guarantee charge to the Chargee by way of floating charge, the whole of their respective undertaking and assets, present and future and wherever situated,

which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of the Chargors situated in Scotland and (for the avoidance of doubt) the Receivables and the Related Rights arising under or in connection with the Receivables.

- (c) If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargors shall hold it on trust for the Chargee.
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture.

3. INCORPORATION

The provisions of Clauses 2 (*Covenant to Pay*) and 3 (*Interest*) and Clauses 5 to Clause 30 (*Inconsistency with Facility Agreement*) (inclusive) of the Original Debenture are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. MISCELLANEOUS

- 4.1 The Original Security Documents will remain in full force and effect.
- 4.2 This Deed is designated a Finance Document.

5. GOVERNING LAW

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

IN WITNESS whereof this Deed has been entered into as a deed on the date stated at the beginning of this Deed.

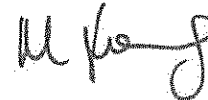
SCHEDULE 1**The Chargors**

Company Name	Jurisdiction of Incorporation	Registered Number	Registered Office Address
Integrity Property Management Limited	England and Wales	05559019	Unit 18a Orbital 25 Business Park, Dwight Road, Watford WD18 9DA
Campsie Commercial Limited	England and Wales	05347438	c/o Integrity Property Management Limited, Unit 18a Orbital 25 Business Park, Dwight Road, Watford, England WD18 9DA
Bennett Clarke and James Limited	England and Wales	05154929	5 Carlton House, Mere Green Road, Sutton Coldfield, West Midlands, B75 5BS

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

CHARGORS

EXECUTED AND DELIVERED AS A DEED)
BY)
INTEGRITY PROPERTY MANAGEMENT)
LIMITED)


MATTHEW YOUNG

ACTING BY)
A DIRECTOR)
IN THE PRESENCE OF:)

WITNESS NAME:

..... JAMES PHILPOT

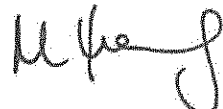
WITNESS SIGNATURE:

..... J. Philpot

WITNESS ADDRESS:

..... THE OLD FOX, LYDE GREEN,
ROTHERLUCK, HANTS, RG27 9BH

EXECUTED AND DELIVERED AS A DEED)
BY)
CAMPSIE COMMERCIAL LIMITED)


MATTHEW YOUNG

ACTING BY)
A DIRECTOR)
IN THE PRESENCE OF:)

WITNESS NAME:

..... JAMES PHILPOT

WITNESS SIGNATURE:

..... J. Philpot

WITNESS ADDRESS:

..... THE OLD FOX, LYDE GREEN,
ROTHERLUCK, HANTS, RG27 9BH

EXECUTED AND DELIVERED AS A DEED)
BY)
BENNETT CLARKE AND JAMES LIMITED)
ACTING BY)
A DIRECTOR)
IN THE PRESENCE OF:)

M Young
MATTHEW YOUNG

WITNESS NAME:

JAMES PHILLIPS

WITNESS SIGNATURE:

J. Phillips

WITNESS ADDRESS:

THE OLD FOX, 29 DE GREEN,
ROTHERLOWICK, HANTS, RG27 9BH

CHARGE

EXECUTED AND DELIVERED AS A DEED)
BY)
BMS FINANCE (UK) S.A.R.L.)
ACTING BY)
A MANAGER)
IN THE PRESENCE OF:)

WITNESS NAME:

.....

WITNESS SIGNATURE:

.....

WITNESS ADDRESS:

.....

EXECUTED AND DELIVERED AS A DEED)
BY)
BENNETT CLARKE AND JAMES LIMITED)
ACTING BY)
A DIRECTOR)
IN THE PRESENCE OF:)

WITNESS NAME:
WITNESS SIGNATURE:
WITNESS ADDRESS:

CHARGE

EXECUTED AND DELIVERED AS A DEED)
BY)
BMS FINANCE (UK) S.A.R.L.)
ACTING BY Tony Whitman)
A MANAGER)
IN THE PRESENCE OF:)



WITNESS NAME:
WITNESS SIGNATURE:
WITNESS ADDRESS:
55 avenue Pasteur
L-2311 Luxembourg