



**Registration of a Charge**

Company name: **INTEGRITY PROPERTY MANAGEMENT LIMITED**

Company number: **05559019**



X72OFYQ2

Received for Electronic Filing: **28/03/2018**

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**Details of Charge**

Date of creation: **14/03/2018**

Charge code: **0555 9019 0005**

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.**

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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 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: 5559019

Charge code: 0555 9019 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2018 and created by INTEGRITY PROPERTY MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2018 .

Given at Companies House, Cardiff on 29th 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: 14<sup>th</sup> March 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)**

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**SUPPLEMENTAL DEBENTURE**

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**rosenblatt**

9-13 St Andrew Street  
London EC4A 3AF  
Tel: 020 7955 0880  
Fax: 020 7955 0888  
Ref: BMS/3

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THIS DEED is dated 14<sup>th</sup> March

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** entered into a new loan agreement dated 27 February 2018 (the “**February 2018 Loan Agreement**”) pursuant to which the **Chargee** agreed to make a loan available to Integrity Property Management Limited (the “**Borrower**”) for its general working capital purposes. As security for their obligations under the February 2018 Loan Agreement, the **Chargors** granted a debenture (the “**February 2018 Debenture**”) in favour of the **Chargee**.
- (C) The Lender has now agreed to amend the February 2018 Loan Agreement to allow for additional amounts to be made available by the **Chargee** to the **Borrower** at the discretion of the **Chargee** (the “**March 2018 Amendment Agreement**”). As security for their increased obligations under the March 2018 Loan Agreement, the **Chargors** have agreed to enter into this Deed and grant further security in favour of the **Chargee**.
- (D) This Deed is supplemental to the Original Security Documents and the February 2018 Debenture (together, the “**Existing Security Documents**”).
- (E) 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).

“**Supplemental Finance Documents**” means the February 2018 Loan Agreement, the February 2018 Debenture, the March 2018 Amendment Agreement and this Deed.

“**Finance Documents**” means the Finance Documents (as defined in the 2017 Loan Agreement), the Supplemental Finance Documents and any other document designated as such by the **Chargee** and the **Borrower**.

**"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.

**"Security Documents"** means the Existing Security Documents, this Deed and any other agreed form security document granted by any Chargor in favour of the Chargee as security for the Secured Liabilities.

**"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 Existing 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 Existing 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 Existing Security Documents until such time as the Security Interests created by the Existing 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 Existing 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 Existing 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 Amended 2018 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 Existing 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**

| <b>Company Name</b>                   | <b>Jurisdiction of Incorporation</b> | <b>Registered Number</b> | <b>Registered Office Address</b>                                                                        |
|---------------------------------------|--------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------|
| Integrity Property Management Limited | England and Wales                    | 05559019                 | Queen Anne's Court<br>Suite 3, First Floor,<br>Oxford Road East,<br>Windsor, Berks,<br>England, SL4 1DG |
| Campsie Commercial Limited            | England and Wales                    | 05347438                 | Queen Anne's Court<br>Suite 3, First Floor,<br>Oxford Road East,<br>Windsor, Berks,<br>England, SL4 1DG |
| Bennett Clarke and James Limited      | England and Wales                    | 05154929                 | 5 Carlton House, Mere<br>Green Road, Sutton<br>Coldfield, West<br>Midlands, B75 5BS                     |

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

CHARGORS

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

*M Young*

MATTHEW YOUNG

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

WITNESS NAME:

MARY MATHIESON

WITNESS SIGNATURE:

*Mary Mathieson*

WITNESS ADDRESS:

FAT 3, 50 BEAMER ROAD,  
LONDON W14 9PB

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

*M Young*

MATTHEW YOUNG

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

WITNESS NAME:

MARY MATHIESON

WITNESS SIGNATURE:

*Mary Mathieson*

WITNESS ADDRESS:

FAT 3, 50 BEAMER ROAD,  
LONDON W14 9PB

EXECUTED AND DELIVERED AS A DEED )  
BY )  
BENNETT CLARKE AND JAMES LIMITED )

ACTING BY )

A DIRECTOR )  
IN THE PRESENCE OF: )

M Yang

MATTHEW YANG

Jan Nathan

WITNESS NAME:

MATTHEW YANG

WITNESS SIGNATURE:

Jan Nathan

WITNESS ADDRESS:

Flat 3, 50 Camber Road,  
London W14 9PB

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 Whiteman* )  
 )  
A MANAGER )  
IN THE PRESENCE OF: )



WITNESS NAME: *Manon CASULLI* .....

WITNESS SIGNATURE:  .....

WITNESS ADDRESS: *55 avenue Pasteur* .....  
*L-2311 Luxembourg*