



Registration of a Charge

Company Name: **BFINANCE GROUP HOLDINGS LIMITED**

Company Number: **09846804**



Received for filing in Electronic Format on the: **06/02/2023**

XBWSUO23

Details of Charge

Date of creation: **01/02/2023**

Charge code: **0984 6804 0003**

Persons entitled: **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9846804

Charge code: 0984 6804 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2023 and created by BFINANCE GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2023 .

Given at Companies House, Cardiff on 8th February 2023

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**

We certify this document as a true copy of the original,
save for material redacted pursuant to section 859G
Companies Act 2006

Eversheds Sutherland (International) LLP
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Eversheds Sutherland (International) LLP

DATED 1 February **2023**

(1) THE COMPANIES LISTED IN SCHEDULE 1 as Additional Chargors

and

(2) THE LAW DEBENTURE TRUST CORPORATION p.l.c. as Loan Note Security Trustee

DEED OF ACCESSION

THIS DEED is dated 1 February 2023 between:

PARTIES

- (1) The Companies listed in Schedule 1 (each an **"Additional Chargor"** and together the **"Additional Chargors"**); and
- (2) **THE LAW DEBENTURE TRUST CORPORATION p.l.c.** registered in England and Wales with company number 1675231, whose registered office is at 8th Floor, 100 Bishopsgate, London, EC2N 4AG, as Loan Note Security Trustee for the Secured Loan Note Holders on the terms and conditions set out in the Security Trust Deed (the **"Loan Note Security Trustee"**, which expression shall include any person for the time being appointed as Loan Note Security Trustee or as an additional trustee for the purpose of, and in accordance with, the Security Trust Deed).

BACKGROUND

- (A) Each Additional Chargor is a Subsidiary of the Parent.
- (B) The Parent and others have entered into a debenture dated 1 February 2023 (the **"Debenture"**) between the Parent, the Chargors under and as defined in the Debenture and the Loan Note Security Trustee.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture.
- (D) The Loan Note Security Trustee and each Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (E) The Loan Note Security Trustee holds the benefit of this Deed on trust for the Secured Parties on the terms of the Debt Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Vendor Loan Note Document.

2. ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this Deed each Additional Chargor:

- 2.1.1 will become a party to the Debenture as a Chargor; and
- 2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

For the purposes of section 859D(2)(c) of the Companies Act 2006, the parties note that this includes the negative pledge provisions of Clause 7 (*Negative pledge and disposals*) of the Debenture.

2.2 Each Additional Chargor hereby covenants with the Loan Note Security Trustee (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Loan Note Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Vendor Loan Note Document s (including the Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Vendor Loan Note Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Each Additional Chargor shall pay to the Loan Note Security

Trustee when due and payable every sum at any time owing, due or incurred by such Additional Chargor to the Loan Note Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3. **GRANT OF SECURITY**

3.1 **Fixed Security**

Each Additional Chargor hereby charges with full title guarantee in favour of the Loan Note Security Trustee (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 1 (*Details of Material Real Property*) of this Deed shall be a charge by way of legal mortgage) all of that Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- 3.1.1 the Material Real Property other than any Rack Rent Lease;
- 3.1.2 the Tangible Moveable Property;
- 3.1.3 the Accounts;
- 3.1.4 the Charged Intellectual Property;
- 3.1.5 any goodwill and rights in relation to the uncalled capital of that Additional Chargor;
- 3.1.6 the Investments and all Related Rights;
- 3.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 3.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all Related Rights.

4. **ASSIGNMENTS**

Each Additional Chargor hereby assigns with full title guarantee to the Loan Note Security Trustee (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all of that Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to that Additional Chargor's obligations under Clause 6.3 (*Consent of third parties*) of the Debenture, in each case both present and future:

- 4.1.1 the proceeds of any Insurance Policy;
- 4.1.2 all rights and claims in relation to any Assigned Account; and
- 4.1.3 each of the Specific Contracts,

and, in each case, all Related Rights (save that the exercise of all rights and remedies in connection with any such Specific Contracts, the exercise of any discretions or judgements, the giving of any waivers or consents and any entitlement to all proceeds and claims arising

therefrom shall, in the absence of a Declared Default, be exercised at the sole discretion of such Chargors, subject always to the terms of the Facilities Agreement and the Intercreditor Agreement).

5. **FLOATING CHARGE**

5.1.1 Each Additional Chorgor hereby charges with full title guarantee with all covenants implied therein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Loan Note Security Trustee (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of that Additional Chorgor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Deed in favour of the Loan Note Security Trustee as security for the Secured Obligations.

5.1.2 The floating charge created by this Clause 5 shall be deferred in point of priority to all fixed security validly and effectively created by a Chorgor under the Finance Documents in favour of the Loan Note Security Trustee (as trustee for the Secured Parties) as security for the Secured Obligations.

5.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

6. **LAND REGISTRY RESTRICTION**

Each Additional Chorgor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 1 February 2023 in favour of The Law Debenture Trust Corporation p.l.c. referred to in the charges register."

7. **MISCELLANEOUS**

7.1 **Construction of Debenture**

With effect from the date of this Deed the Debenture will be read and construed for all purposes as if each Additional Chorgor had been an original party in the capacity of Chorgor (but so that the security created on this accession will be created on the date of this Deed);

7.2 **References in Debenture**

With effect from the date of this Deed any reference in the Debenture to this Deed and similar phrases will include this deed and:

7.2.1 all references in the Debenture to Schedule 2 (*Details of Material Real Property*) (or any part of it) will include a reference to Schedule 1 (*Details of Material Real Property*) to this Deed (or relevant part of it);

7.2.2 all references in the Debenture to Schedule 3 (*Details of Intellectual Property*) (or any part of it) will include a reference to Schedule 2 (*Details of Intellectual Property*) to this Deed (or relevant part of it); and

7.2.3 all references in the Debenture to Schedule 4 (*Details of Shares*) (or any part of it) will include a reference to Schedule 3 (*Details of Shares*) to this Deed (or relevant part of it).

8. **GOVERNING LAW**

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

9. **JURISDICTION**

9.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed or any Mortgage (including a dispute regarding the existence, validity or termination of this Deed or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed or any Mortgage) (a "**Dispute**").

9.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

9.3 Notwithstanding Clause 9.1 above, the Loan Note Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Loan Note Security Trustee may take concurrent proceedings in any number of jurisdictions.

10. **COUNTERPARTS**

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS whereof this Deed has been duly executed on the date first above written.

SCHEDULE 1**THE ADDITIONAL CHARGORS**

ADDITIONAL CHARGOR	COMPANY NUMBER	JURISDICTION
BFINANCE GROUP HOLDINGS LIMITED	09846804	England and Wales
BFINANCE HOLDINGS LIMITED	06863519	England and Wales
BFINANCE ACQUISITION LIMITED	06863386	England and Wales
BFINANCE INTERNATIONAL LIMITED	03759626	England and Wales
BFINANCE US LIMITED	07791799	England and Wales
BFINANCE UK LIMITED	03950214	England and Wales

SCHEDULE 2

DETAILS OF MATERIAL REAL PROPERTY

Part I - Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry) is registered as the proprietor at the Land Registry)

Chargor	County and District/ London Borough	Description of Property	Title Number
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None as at the date of this Deed.

Part II - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	County and District/ London Borough	Description of Property	Title Number
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None as at the date of this Deed.

SCHEDULE 3**DETAILS OF INTELLECTUAL PROPERTY**

Chargor	Domain Name
Bfinance International Limited	bfinance.biz
Bfinance International Limited	bfinance.ch
Bfinance International Limited	bfinance.co.uk
Bfinance International Limited	bfinance.com
Bfinance International Limited	bfinance.de
Bfinance International Limited	bfinance.dk
Bfinance International Limited	bfinance.fr
Bfinance International Limited	bfinance.info
Bfinance International Limited	bfinance.it
Bfinance International Limited	bfinance.net
Bfinance International Limited	bfinance.nl
Bfinance International Limited	bfinance.org
Bfinance International Limited	bfinance.se

Trademarks					
Chargor	Trademark	Class	Registered number	Registration Date	Renewal Date
Bfinance International Limited	Clariance Advisors	36	2562328	26/10/2010	26/10/2030
Bfinance International Limited	Clariance	36	2571527	08/02/2011	08/02/2031
Bfinance International Limited	Clariance	36	UK00801090196	05/08/2011	05/08/2031
Bfinance International Limited	bfinance logo	36	UK00912497509	14/01/2014	14/01/2024
Bfinance International Limited	Clariance Advisors	36	UK00801073199	04/03/2011	04/03/2031

SCHEDULE 4**DETAILS OF SHARES**

Chargor	Name of Company in which Shares are held	Class of Shares	Number of Shares held	Issued Share Capital
BFINANCE GROUP HOLDINGS LIMITED	BFINANCE HOLDINGS LIMITED	A Ordinary shares of €0.01 each	50,000,000	€826,804.35
		B Ordinary shares of €0.01 each	25,537,578	
		C Ordinary shares of €0.01 each	7,142,857	
		D Ordinary share of £1 each	1	£1.00
BFINANCE HOLDINGS LIMITED	BFINANCE ACQUISITION LIMITED	A Ordinary shares of £1.00 each	1	£1.00
BFINANCE ACQUISITION LIMITED	BFINANCE INTERNATIONAL LIMITED	Ordinary shares of £1.00 each	236	£236.00
BFINANCE INTERNATIONAL LIMITED	BFINANCE US LIMITED	Ordinary shares of £1.00 each	1	£1.00
BFINANCE INTERNATIONAL LIMITED	BFINANCE UK LIMITED	Ordinary shares of £1.00 each	4,700,000	£4,700,000

SIGNATURES TO DEED OF ACCESSION

The Additional Chargors

Executed as a deed by)
BFINANCE GROUP HOLDINGS LIMITED)
acting by one director)
in the presence of:)



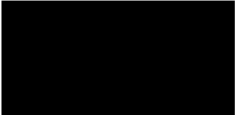
Signature of director

Witness Signature: 

Witness Name: Melanie Puech

Witness Address: 

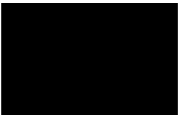
Executed as a deed by)
BFINANCE HOLDINGS LIMITED)
acting by one director)
in the presence of:)



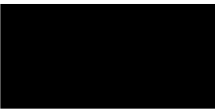
Signature of director

Witness Signature: 

Witness Name: Melanie Puech

Witness Address: 

Executed as a deed by)
BFINANCE ACQUISITION LIMITED)
acting by one director)
in the presence of:)



Signature of director

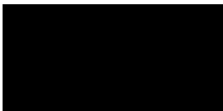
Witness Signature: 

Witness Name: Melanie Puech

Witness Address: 

Executed as a deed by
BFINANCE INTERNATIONAL LIMITED
acting by one director
in the presence of:

)
)
)
)



Signature of director

Witness Signature: 

Witness Name: Melanie Puech

Witness Address: 

Executed as a deed by
BFINANCE US LIMITED
acting by one director
in the presence of:

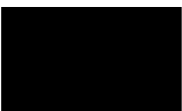
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Signature of director

Witness Signature: 

Witness Name: Melanie Puech

Witness Address: 

Executed as a deed by
BFINANCE UK LIMITED
acting by one director
in the presence of:

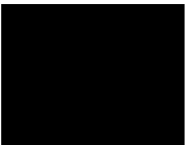
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Signature of director


Witness Signature: 


Witness Name: Melanie Puech

Witness Address: 

THE LOAN NOTE SECURITY TRUSTEE

EXECUTED as a **DEED** for and on behalf of)
THE LAW DEBENTURE TRUST CORPORATION P.L.C.)

by 
By: _____
Name: Eliot Solarz

Title: Director
By:  _____
Name: Charlotte Greenall

Title: Representing Law Debenture Corporate Services Limited, Secretary