



**Registration of a Charge**

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

Company number: **05154929**



X6E96F16

Received for Electronic Filing: **04/09/2017**

---

**Details of Charge**

Date of creation: **01/09/2017**

Charge code: **0515 4929 0001**

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 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2017 and created by BENNETT CLARKE AND JAMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2017 .

Given at Companies House, Cardiff on 6th September 2017

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

## Deed of Accession

This Accession Deed is made on 1 September

2017

### Between:

(1) **BENNETT CLARKE AND JAMES LIMITED** (company number: **05154929**) whose registered office is at 5 Carlton House, Mere Green Road, Sutton Coldfield, West Midlands, B75 5BS (the "New Chargor"); and

(2) **BMS FINANCE (UK) S.A.R.L.** (the "Chargee"),

and is supplemental to a Debenture granted by Integrity Property Management Limited, Campsie Commercial Limited and Galbraith Group Limited in favour of the Chargee on 19 July 2017 (the "Debenture").

This Accession Deed witnesses as follows:

### 1. Definitions and Interpretation

Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Interpretation*) of the Debenture shall apply to this Accession Deed.

### 2. Confirmation

The New Chargor confirms it has read and understood the contents of the Debenture.

### 3. Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

### 4. Security

4.1 Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Chargee:

(a) charges by way of legal mortgage, all of its Property;

(b) charges by way of fixed charge:

(i) the Securities;

(ii) the Intellectual Property;

(iii) the Monetary Claims (except for the Receivables);

(iv) the Fixed Plant and Equipment;

(v) the Loose Plant and Equipment;

(vi) the Accounts;

(vii) the Insurances;

(viii) the Related Rights arising under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims (except for the Receivables), the Fixed Plant and Equipment and the Loose Plant and Equipment; and

(ix) its present and future goodwill and uncalled capital;

(c) by way of floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal

mortgage under sub-clause 4.1(a) or (b) including, without limitation, the Receivables and the Related Rights arising in connection with the Receivables.

4.2 The floating charge created by sub-clause 4.1(c) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5. **Construction**

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6. **Governing Law and Jurisdiction**

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

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Accession Deed (including a dispute regarding the existence, validity or termination of this Accession Deed or any non-contractual obligation arising out of or in connection with this Accession Deed) (a "Dispute").

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

In witness this Accession Deed is executed on the date appearing at the head of page 1.

EXECUTED AS A DEED

BY BENNETT CLARKE AND JAMES LIMITED

M. Young Signature of Director  
MATTHEW Young Name of Director

in the presence of

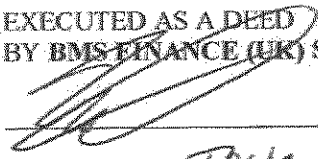
Richard Buchalter Signature of witness  
Name of witness

RICHARD L. BUCHALTER B.A. Address of witness  
Richards Solicitors

1st Floor Grosvenor House  
1 High Street, Edgware  
Middlesex HA8 7TA

Occupation of witness

EXECUTED AS A DEED  
BY BMS FINANCE (UK) S.A.R.L.

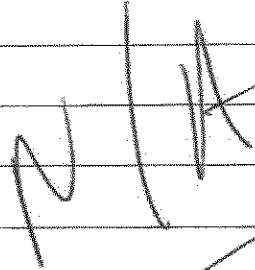


Signature of Manager

TDWY WM/TDWM

Name of Manager

in the presence of

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of witness

Name of witness

Address of witness

Occupation of witness

**Schedule to Accession Deed**

**Part 1**

**Property**

<b>Chargor</b>	<b>Short Description of Property</b>	<b>Title Number (if registered)</b>

**Part 2**

**Securities**

<b>Chargor</b>	<b>Name of company in which Investments are held</b>	<b>Investments held</b>

**Part 3**

**Intellectual Property**

Trade marks					
Chargor	Trade number	mark	Jurisdiction	Classes	Trade mark text

<b>Patents</b>			
<b>Chargor</b>	<b>Patent number</b>	<b>Jurisdiction</b>	<b>Description</b>