



Registration of a Charge

Company name: **BIGWOOD GROUP LIMITED**

Company number: **02252405**

Received for Electronic Filing: **30/12/2015**



Details of Charge

Date of creation: **18/12/2015**

Charge code: **0225 2405 0004**

Persons entitled: **CLYDESDALE BANK PLC (TRADING AS YORKSHIRE BANK)**

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:

RICHARD DAVIES



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2252405

Charge code: 0225 2405 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2015 and created by BIGWOOD GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2015 .

Given at Companies House, Cardiff on 31st December 2015

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**

This Deed is made on 18 December 2015

between:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (the "New Chargors");
- (2) **SHEPHERD DIRECT LIMITED** a company incorporated in England and Wales with company number 06055271 for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "First Chargor"); and

- (3) **CLYDESDALE BANK PLC (TRADING AS YORKSHIRE BANK)**, (the "Lender");

1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated on or about the date of this Deed made between, amongst others, the First Chargor, each of the other Chargors and the Lender as amended, novated, supplemented, extended, or restated, from time to time.

- 1.2 Unless a contrary indication appears:

- 1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and

- 1.2.2 the principles of construction set out or referred to in clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

2. REPRESENTATIONS

The New Chargors warrant and represent to the Lender that:

- 2.1 they are each (save for the minority interests identified in the Group Structure Chart) wholly owned Subsidiaries of the First Chargor; and
- 2.2 they have given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and have satisfied themselves that there are reasonable grounds for believing that by executing this Deed the New Chargors will derive commercial benefit and that they enter into this Deed in good faith and for the purposes of the promotion of the success of its business.

3. AGREEMENT TO ACCEDE

The New Chargors agree to accede and become a party to and to be bound by the terms of the Debenture as Chargors with effect from the date of this Deed (the "**Effective Date**").

4. EFFECT OF ACCESSION

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if the New Chargors had been an original party to it in the capacity of Chargors (but so that the Security created consequent on such accession shall be created on the Effective Date).

5. SECURITY

5.1 Security over all assets

- 5.1.1 The New Chargors grants to the Lender in relation to its assets and undertaking the same Security as is set out in clause 3 (*Security*) of the Debenture.

- 5.1.2 The New Chargors agree and confirm that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way

be avoided, discharged or released or otherwise adversely affected by any Ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

- 5.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) or of the Debenture, the New Chargors, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Lender by way of first fixed charge, all the Shares listed in Schedule 2 (*Shares*) to this Deed.

6. **AGREEMENT AND CONSENT BY CHARGORS**

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed.

7. **CONSTRUCTION**

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed.

8. **THIS DEED**

- 8.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
- 8.2 The New Chargors have entered into this Deed in consideration of the Lender making or continuing to make facilities available to the New Chargors and the First Chargor or any other member of the Group on the terms agreed in the Finance Documents.
- 8.3 The Lender and the First Chargor designate this Deed as a Finance Document.
- 8.4 This Deed and every counterpart is the property of the Lender.

This Deed is made and delivered as a deed on the date stated above.

SCHEDULE 1

The New Chargers

Bond Wolfe Bigwood Limited

Place of Incorporation : England and Wales
Registered Office : 2 Water Court, Water Street, Birmingham, West Midlands, B3 1HP
Registered Number : 05939095

Bigwood Group Limited

Place of Incorporation : England and Wales
Registered Office : 2 Water Court Water Street, Birmingham, B3 1HP
Registered Number : 02252405

CP Bigwood Limited

Place of Incorporation : England and Wales
Registered Office : C/O Michael Kay And Company, 2 Water Court, Water Street, Birmingham, West Midlands, B3 1HP
Registered Number : 07516964

CP Bigwood Properties Limited

Place of Incorporation : England and Wales
Registered Office : 45 Summer Row, Birmingham, B3 1JJ
Registered Number : 07960412

CP Bigwood Management LLP

Place of Incorporation : England and Wales
Registered Office : 2 Water Court, Water Street, Birmingham, B3 1HP
Registered Number : OC362436

Downside Managing Agents Limited

Place of Incorporation : England and Wales
Registered Office : 2 Water Court, Water Street, Birmingham, B3 1HP
Registered Number : 02312359

Bigwood SDL Limited

Place of Incorporation : England and Wales
Registered Office : Mowbray House, Castle Meadow Road, Nottingham, Nottinghamshire, NG2 1BJ
Registered Number : 09910142

SCHEDULE 2

Shares

	Name of owning Chargor		Name of Subsidiary or other company		Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
1.	Shepherd Direct Limited		Bigwood SDL Ltd		09910142	92,286 A Ordinary Shares
2.	Bigwood Limited	SDL	Bond Wolfe Bigwood Limited		05939095	3 Ordinary Shares
3.	Bond Wolfe Bigwood Limited		Bigwood Group Limited		02252405	400665 Ordinary Shares
4.	Bigwood Limited	SDL	Bigwood Group Limited		02252405	65826 Ordinary Shares
5.	Bigwood Group Limited		CP Bigwood Limited		07516964	15000 A Ordinary Shares
6.	Bigwood Limited	SDL	CP Bigwood Limited		07516964	3000 B Ordinary Shares
7.	Bigwood Limited	SDL	CP Bigwood Limited		07516964	3700 C Ordinary Shares
8.	Bigwood Limited	SDL	CP Bigwood Limited		07516964	3300 D Ordinary Shares
9.	CP Bigwood Management LLP		Downside Managing Agents Limited		02312359	650 A Ordinary Shares
10	CP Bigwood Management LLP		Downside Managing Agents Limited		02312359	350 B Ordinary Shares
11	CP Bigwood Management LLP		CP Bigwood Properties Limited		07960412	1 Ordinary Share
12	Bigwood Group Limited		Bigwood Lettings Limited		01919061	100 Ordinary Shares

EXECUTION

The First Chargor

Executed as a deed by **SHEPHERD DIRECT LIMITED,**
acting by a director

Communications to be delivered to:

Address:

Director

In the presence of:

Fax number:

Witness Signature:

Attention:

Witness Name:

Witness Address:

The New Chargors

Executed as a deed by **BOND WOLFE BIGWOOD LIMITED,**
acting by a director

Communications to be delivered to:

Address:

Director

In the presence of:

Fax number:

Witness Signature:

Attention:

Witness Name:

Witness Address:

Executed as a deed by **BIGWOOD GROUP LIMITED,**
acting by a director

Communications to be delivered to:

Address:

Director

In the presence of:

Fax number:

Witness Signature:

Attention:

Witness Name:

Witness Address:

Executed as a deed by **CP BIGWOOD LIMITED**,
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Communications to be delivered to:

Address:

Fax number:

Attention:

Executed as a deed by **CP BIGWOOD PROPERTIES
LIMITED**,
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Communications to be delivered to:

Address:

Fax number:

Attention:

Executed as a deed by **CP BIGWOOD
MANAGEMENT LLP**,
acting by

duly authorised by Bigwood Group Limited
to sign on its behalf as a corporate member of
CP Bigwood Management LLP

Director of Bigwood Group Limited

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Communications to be delivered to:

Address:

Fax number:

Attention:

Executed as a deed by **DOWNSIDE MANAGING AGENTS LIMITED**,
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Communications to be delivered to:

Address:

Fax number:

Attention:

Executed as a deed by **BIGWOOD SDL LIMITED**,
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Communications to be delivered to:

Address:

Fax number:

Attention:

The Lender

Executed as a deed by)
an authorised signatory for and on behalf of ,)

CLYDESDALE BANK PLC (TRADING AS)
YORKSHIRE BANK))

in the presence of:

Witness signature:

Name:

Freddie Vane

Address:

EVERSHEDS LLP

115 COLMORE ROW
Occupation: BIRMINGHAM B3 3AL

Solent

Communications to be delivered to:

Address:

Fax number:

Attention:

This Deed is made on 18 December 2015

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Place of Incorporation : England and Wales
Registered Office : C/O Michael Kay And Company, 2 Water Court, Water Street, Birmingham, West Midlands, B3 1HP
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Place of Incorporation : England and Wales
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CP Bigwood Management LLP

Place of Incorporation : England and Wales
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Registered Number : OC362436

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Registered Number : 02312359

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Registered Number : 09910142

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6.	Bigwood Limited	SDL	CP Bigwood Limited		07516964	3000 B Ordinary Shares
7.	Bigwood Limited	SDL	CP Bigwood Limited		07516964	3700 C Ordinary Shares
8.	Bigwood Limited	SDL	CP Bigwood Limited		07516964	3300 D Ordinary Shares
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10	CP Bigwood Management LLP		Downside Managing Agents Limited		02312359	350 B Ordinary Shares
11	CP Bigwood Management LLP		CP Bigwood Properties Limited		07960412	1 Ordinary Share
12	Bigwood Group Limited		Bigwood Lettings Limited		01919061	100 Ordinary Shares

EXECUTION

The First Chargor

Executed as a deed by **SHEPHERD DIRECT LIMITED**,
acting by a director

Director

In the presence of

Witness Signature

Witness Name:

Witness Address:

The New Chargors

Executed as a deed by **BOND WOLFE BIGWOOD LIMITED**,
acting by a director

Director

In the presence of

Witness Signature

Witness Name:

Witness Address:

Executed as a deed by **BIGWOOD GROUP LIMITED**,
acting by a director

Director

In the presence of

Witness Signature

Witness Name:

Witness Address:

Communications to be delivered to:

Address: 3-4 Regan Way,
Chetwynd Business Park,
Chilwell Nottingham NG9 6RZ

Fax number:

Attention: The Directors

Communications to be delivered to:

Address: 3-4 Regan Way, Chetwynd
Business Park, Chilwell, Nottingham
NG9 6RZ

Fax number:

Attention: The Directors

Communications to be delivered to:

Address: 3-4 Regan Way, Chetwynd
Business Park, Chilwell,
Nottingham NG9 6RZ

Fax number:

Attention: The Directors

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Executed as a deed by **CP BIGWOOD LIMITED**,
acting by a director

Director

In the presence of

Witness Signature

Witness Name: *KATE CLARKE*
EVERSHEDS LLP

Witness Address: 115 COLMORE ROW

BIRMINGHAM

B3 3AL

Executed as a deed by **CP BIGWOOD PROPERTIES LIMITED**,
acting by a director

Director

In the presence of

Witness Signature

Witness Name: *KATE CLARKE*
EVERSHEDS LLP

Witness Address: 115 COLMORE ROW
BIRMINGHAM

Executed as a deed by **CP BIGWOOD MANAGEMENT LLP**,
acting by *ALL GROUP*

duly authorised by Bigwood Group Limited
to sign on its behalf as a corporate member of
CP Bigwood Management LLP

Director of Bigwood Group Limited

In the presence of

Witness Signature

Witness Name: *KATE CLARKE*

Witness Address:

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Communications to be delivered to:

Address: *3-4 Regan Way, Chetwynd
Business Park Chilwell,
Nottingham NG9 6RZ*

Fax number:

Attention: *The Directors*

Communications to be delivered to:

Address: *3-4 Regan Way,
Chetwynd Business Park Chilwell,
Nottingham NG9 6RZ*

Fax number:

Attention: *The Director*

Communications to be delivered to:

Address: *3-4 Regan Way,
Chetwynd Business Park
Chilwell, Nottingham
NG9 6RZ*

Fax number:

Attention: *The Director*

Executed as a deed by **DOWNSIDE MANAGING AGENTS LIMITED**,
acting by a director

Director

in the presence of

Witness Signature:

Witness Name:

Witness Address:

Executed as a deed by **BIGWOOD SDL LIMITED**,
acting by a director

Director

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Communications to be delivered to:

Address: 3-4 Regan Way,
Chetwynd Business Park, Chilwell
Nottingham NG9 6RZ

Fax number:

Attention: The Directors

Communications to be delivered to:

Address: 3-4 Regan Way,
Chetwynd Business Park,
Chilwell, Nottingham NG9 6RZ

Fax number:

Attention: The Directors

The Lender

Executed as a deed by)
an authorised signatory for and on behalf of)
CLYDESDALE BANK PLC (TRADING AS)
YORKSHIRE BANK))
in the presence of:)

Authorised Signatory

Witness signature:

Name:

Address:

Occupation:

Communications to be delivered to:

Address:

Fax number:

Attention: