



**Registration of a Charge**

Company name: **BFINANCE INTERNATIONAL LIMITED**

Company number: **03759626**

Received for Electronic Filing: **17/01/2017**



X5YB9902

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**Details of Charge**

Date of creation: **03/01/2017**

Charge code: **0375 9626 0004**

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

Brief description: **ALL LAND AND PROPERTY WHICH IS NOW OR AT ANY TIME FOLLOWING THE DATE OF THE CHARGE IN THE POSSESSION OF THE COMPANY. ALL INTELLECTUAL PROPERTY OWNED BY THE COMPANY ON OR AT ANY TIME AFTER THE DATE OF THE CHARGE.**

**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: 3759626

Charge code: 0375 9626 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd January 2017 and created by BFINANCE INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2017 .

Given at Companies House, Cardiff on 18th January 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

30<sup>th</sup> July 2016

**BFINANCE ACQUISITION LIMITED  
BFINANCE INTERNATIONAL LIMITED  
BFINANCE UK LIMITED**

as Companies

and

**BMS FINANCE (UK) S.A.R.L.**  
as Lender

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**SUPPLEMENTAL DEBENTURE**

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**ROSENBLATTSOLICITORS**  
9-13 St Andrew Street  
London EC4A 3AF  
Tel: 020 7955 0880  
Fax: 020 7955 0888  
Ref: BMS/3/20

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THIS DEED is dated 30<sup>th</sup> 2016<sup>7</sup> and is made between:

- (A) **BFINANCE ACQUISITION LIMITED**, a company registered in England and Wales with company number 06863386 whose registered office is at 1st Floor Clareville House, 26/27 Oxendon Street, London SW1Y 4EL, **BFINANCE INTERNATIONAL LIMITED**, a company registered in England and Wales with company number 03759626 whose registered office is at 1st Floor Clareville House, 26/27 Oxendon Street, London SW1Y 4EL and **BFINANCE UK LIMITED**, a company registered in England and Wales with company number 03950214 whose registered office is at 1st Floor Clareville House, 26/27 Oxendon Street, London SW1Y 4EL (the "**Companies**" and each a "**Company**"); and
- (B) **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 as lender (the "**Lender**").

**BACKGROUND:**

- (A) Pursuant to a debenture dated 22 December 2014 (the "**Debenture**") between (1) the Companies and (2) the Lender, the Companies granted a guarantee and created Security Interests over all of their respective property, assets and undertaking as security for, among other things, their present and future obligations and liabilities of the Obligors under the Finance Documents (as amended or supplemented).
- (B) The Loan Agreement (as defined below) has been amended and restated by a first supplemental agreement dated 29 April 2016.
- (C) Bfinance Acquisition Limited and the Lender have agreed to further amend and restate the Loan Agreement by entering into a second supplemental agreement dated on or about the date of this Deed (the "**Second Supplemental Agreement**").
- (D) This Deed is supplemental to the Debenture.
- (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,

"**Loan Agreement**" means the loan agreement originally dated 18 December 2014 as amended and restated by way of a first supplemental agreement dated 29 April 2016 between (1) Bfinance Acquisition Limited as borrower and (2) the Lender as lender.

"**Secured Liabilities**" means all monies, debts and liabilities from time to time due, owing or incurred by each member of the Group to the Lender under the Finance Documents in any manner whatsoever, in each case:

- a. whether present or future;
- b. whether alone or jointly with any other person;

- c. whether actual or contingent;
- d. whether as principal or as surety;
- e. in whatsoever name, firm or style;
- f. in whatsoever currency denominated; or
- g. otherwise; and

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

- 1.2 Capitalised terms used in this Deed have, unless expressly defined in this Deed, the meanings given to those terms by the Debenture.
- 1.3 The provisions of clause 1.2 (*Construction*) of the Loan Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Loan Agreement 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 Companies under this Deed (other than a payment obligation) remains in force during the Security Period.
- 1.7 If the Lender considers that an amount paid to the Lender 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 Lender;
  - (ii) is created over present and future assets of the Companies;
  - (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 Lender 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 Debenture does not secure all of the Secured Liabilities; and
  - (ii) are created in addition to and does not affect the security created by the Debenture.

Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to any equivalent Security created by the Debenture until such time as the Security Interest created by the Debenture ceases to have effect.

- (d) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Debenture 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 interest created by the Debenture ceases to have effect at a time when this Deed still has effect.

## 2.2 Guarantee

Each Obligor:

- (a) agrees to the further amendment and restatement of the Loan Agreement as contemplated by the Second Supplemental Agreement; and
- (b) with effect from the Second Effective Date (as defined in the Second Supplemental Agreement), confirms that any security, guarantee or indemnity created or given by it under the Finance Documents will:
  - (i) continue in full force and effect; and
  - (ii) extend to all of its liabilities and obligations arising under the Loan Agreement as amended and restated by the Second Supplemental Agreement.

## 2.3 Security

- (a) As a continuing security for payment of the Secured Liabilities, each Company with full title guarantee charges to the Lender all its respective right, title and interest from time to time in each of the following assets:
  - (i) by way of fixed charge the Property;
  - (ii) by way of absolute legal assignment the Contracts;
  - (iii) by way of fixed charge the Book Debts and each Bank Account;

- (iv) by way of fixed charge the Property Insurance and the Asset Insurance;
  - (v) by way of fixed charge the Intellectual Property owned, possessed or controlled by it;
  - (vi) by way of fixed charge the Plant and Machinery;
  - (vii) by way of fixed charge the Shares and Derivative Assets;
  - (viii) by way of fixed charge all the goodwill and uncalled capital
  - (ix) by way of fixed charge the Related Rights
- (b) As continuing security for payment of the Secured Liabilities, each Company with full title guarantee charges to the Lender by way of floating charge, the whole of its 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 any Company situated in Scotland.
- (c) If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Companies shall hold it on trust for the Lender.
- (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 (*Guarantee*) to 6 (*Covenant to Pay*) and Clauses 8 to Clause 34 (*Notices*) (inclusive) and Clause 36 (*Counterparts*) and 37 (*Third Party Rights*) of the 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 Debenture 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.

**SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE**

**COMPANIES**

EXECUTED AND DELIVERED AS A DEED )  
BY )  
BFINANCE ACQUISITION LIMITED )

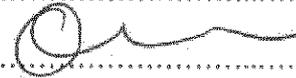


ACTING BY )  
)  
A DIRECTOR )  
IN THE PRESENCE OF: )

WITNESS NAME:

JOSEPH OSEI OWUSU

WITNESS SIGNATURE:



WITNESS ADDRESS:

96 C SHIRLAND ROAD  
MAIDA VALE W9 2EQ

EXECUTED AND DELIVERED AS A DEED  
BY  
BFINANCE INTERNATIONAL LIMITED



ACTING BY  
A DIRECTOR  
IN THE PRESENCE OF:

WITNESS NAME:

JOSEPH OSEI OWUSU

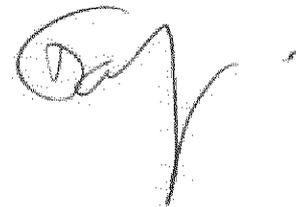
WITNESS SIGNATURE:



WITNESS ADDRESS:

96C SHIRLAND ROAD W9 2EQ

EXECUTED AND DELIVERED AS A DEED )  
BY )  
BFINANCE UK LIMITED )



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

WITNESS NAME:

JOSEPH OSEI OWUSU

WITNESS SIGNATURE:

*[Handwritten Signature]*

WITNESS ADDRESS:

96C SHIRLAND ROAD  
MAIDA VALE W9 2EQ

**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: .....

...

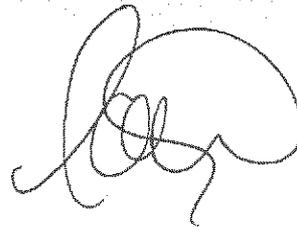
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WITNESS SIGNATURE: .....

WITNESS ADDRESS: .....

**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: .....

MARION CASUCCI  
  
55 avenue Pasteur  
62211 Wismemburg