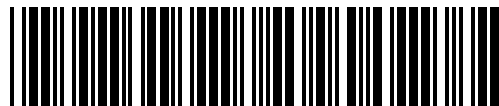




**Registration of a Charge**

Company Name: **BBK HOLDINGS LTD**

Company Number: **10987338**



Received for filing in Electronic Format on the: **11/08/2021**

XAAMTLDC

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**Details of Charge**

Date of creation: **06/08/2021**

Charge code: **1098 7338 0001**

Persons entitled: **REIM KATCH SECURITIES LTD**

Brief description: **THE ENTIRE ISSUED SHARE CAPITAL OF BBK HOLDINGS (HAYES) LTD**

**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: **P EMBERY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10987338

Charge code: 1098 7338 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2021 and created by BBK HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2021 .

Given at Companies House, Cardiff on 12th August 2021

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**

**DATED**

6 August 2021

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**CHARGE OVER SHARES**

by

**BBK HOLDINGS LTD**

In favour of

**REIM KATCH SECURITIES LIMITED**

### CHARGE OVER SHARES

**THIS CHARGE OVER SHARES** is made as a deed on the day of 06/08/2021 between:-

- (1) **BBK HOLDINGS LTD** (Company Number 10987338) whose registered office is at 926 Uxbridge Road Hayes UB4 0RW ("**Chargor**"); and
- (2) **REIM KATCH SECURITEIS LIMITED** (Company Number 10265194) whose registered office is at Zone G, Salamander Quay West Park Lane, Harefield UB9 6NZ ("**RM**").

**NOW THIS DEED WITNESSES** as follows:-

#### 1. Covenant to Pay

- 1.1. Subject to Clause 1.2 below, the Chargor, as primary obligor and not merely as surety, covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable.
- 1.2. The total amount recoverable by the Finance Parties from the Chargor in relation to the Secured Liabilities shall be limited to the amount realised from the proceeds of sale or other disposal or realisation of the Charged Assets (defined below).

#### 2. Charge

- 2.1. The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, hereby charges in favour of RM by way of first fixed charge:-
  - 2.1.1. its entire right, title and interest in and to the Shares;
  - 2.1.2. all rights, money or property of a capital nature at any time accruing on, or payable or receivable in respect of, any of the Shares whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise; and
  - 2.1.3. all rights, money or property of an income nature, whether by way of dividend, distribution, interest or otherwise,
 (together the "**Charged Assets**").
- 2.2. The Chargor will not without the prior written consent of RM:-
  - 2.2.1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance right of set-off (except in favour of RM) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets; or
  - 2.2.2. sell, transfer, assign or otherwise dispose of all or any of the Charged Assets other than as permitted under the Facility Agreement; or
  - 2.2.3. in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Assets other than as permitted under the Facility Agreement.
- 2.3. Upon the expiry of the Security Period (or earlier only in the Security Agent's absolute discretion), RM shall at the request and reasonable cost of the

Chargor promptly execute such deed and documents and take such steps necessary to irrevocably and unconditionally release the Charged Assets from the security created by this Charge and to return all deeds and documents of title delivered to RM under this Charge.

### **3. Deposit**

3.1. The Chargor shall forthwith following the date of this Charge deliver to RM:-

3.1.1. all share (or stock) certificates and other documents of title in respect of the Original Shares; and

3.1.2. all other documents reasonably requested by RM in respect of the Original Shares,

in each case in order for RM to perfect its title to the Original Shares or for vesting or enabling it to vest the Original Shares in itself (or the Nominee) or in any purchaser to the intent that RM may at any time without notice strictly following the occurrence of an Event of default which is continuing present them for registration.

3.2. If at any time the Chargor holds any Shares in the Company other than the Original Shares it will, promptly upon acquiring any interest in such shares, notify RM of such acquisition. All of such additional shares shall stand charged in favour of RM by way of first fixed charge and the Chargor will enter into such additional charge or other documents (if any) as RM may reasonably require in respect of such additional Shares in the Company.

3.3. The Chargor shall forthwith upon its acquisition of any shares as referred to in clause 3.2 deliver to RM each of the documents referred to in clause 3.1 in respect of those additional shares.

### **4. Voting rights and dividends**

4.1. Subject to the terms of clause 4.2, the Chargor shall be entitled:-

4.1.1. to exercise all voting rights in respect of the Shares; and

4.1.2. to receive all dividends declared, paid or payable in respect of the Shares,

in each case until the date on which RM notifies the Chargor in writing that this Charge has become enforceable as referred to in Clause 8 (*Enforcement*) of this Charge.

4.2. With effect from the date on which RM notifies the Chargor that this Charge is enforceable in accordance with the terms of Clause 8 (*Enforcement*), all voting rights in respect of the Shares and all other rights attached to the Charged Assets may be exercised (without any obligation to do so) by RM (or the Nominee) in such a manner as it shall (in its absolute discretion) see fit and all dividends and other distributions declared, payable, paid or made in respect of the Shares shall be paid or made to and retained by RM and may be applied by RM in repayment of the Secured Liabilities.

4.3. The Chargor will promptly pay all calls or other payments, and will discharge all obligations which may become due in respect of the Shares. If the Chargor fails to make payment of any call or other sum that may be or become payable in respect of the Shares, then RM may (but shall not be obliged to) pay any such call or other sum and the Chargor hereby

irrevocably and unconditionally undertakes to repay to RM all such amounts so paid by RM together with interest from the date of such payment at the Default Rate. All amounts incurred by RM in accordance with the terms of this Clause 4.3 (and any interest thereon) shall form part of the Secured Liabilities in terms of this Charge which the Chargor is obliged to pay in its capacity as a shareholder of the Company.

## **5. Representations and Warranties**

- 5.1. The Chargor represents and warrants to RM that:
- 5.2. it is the sole legal and beneficial owner of all the Charged Assets free from any right in security, mortgage, charge, lien or encumbrance or right of set-off (except in favour of RM), or trust agreement, declaration of trust, or trust arising by operation of law on or over the Charged Assets;
- 5.3. each of the Shares is fully paid and no amount is payable on or in respect of any of them;
- 5.4. there are no restrictions on the sale or transfer of all or any of the Shares under the articles of association of the Company or otherwise;
- 5.5. it has the necessary power to enter into and perform its obligations under this Charge;
- 5.6. this Charge, subject to the Legal Reservations, constitutes its legal, valid, binding and enforceable obligations and constitutes a first fixed charge over the Charged Assets in accordance with its terms;
- 5.7. this Charge does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound;
- 5.8. all necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Charge;
- 5.9. the Original Shares represent all of the equity share capital of the Company in issue (or agreed to be issued) at the date of this Charge.

## **6. Undertakings**

- 6.1. The Chargor shall not without the prior written consent of RM:-
  - 6.1.1. permit any person to be registered as the holder of all or any of the Shares (other than RM or the Nominee);
  - 6.1.2. exercise (or purport to exercise) any voting rights in respect of the Shares in any manner which may have an adverse effect on the value of any of the Charged Assets or the ability of RM to enforce this Charge including, without limitation, the amendment of the articles of association of the Company which adversely affects the interests of the Finance Parties;
  - 6.1.3. take or allow the taking of any action which may result in any shares in the capital of the Company being issued after the date of this Charge (other than to the Chargor or any other person permitted as a shareholder of the Company pursuant to the Facility Agreement) other than as permitted by the Facility Agreement; and

- 6.1.4. cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets.

**6.2. The Chargor shall:-**

- 6.2.1. at all times comply with the terms of this Charge and of all agreements relating to the Secured Liabilities;
- 6.2.2. comply in all respects with the terms of the memorandum and articles of association of the Company;
- 6.2.3. promptly pay all calls made from time to time in respect of any unpaid money in relation to the Shares.

**7. Protection of Security**

- 7.1. This Charge will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of any part of the Secured Liabilities or any other matter or thing whatsoever.

**8. Enforcement**

- 8.1. The security constituted by this Charge shall become enforceable upon the occurrence of an Event of Default which is continuing.

**9. Powers**

- 9.1. At any time after this Charge has become enforceable, RM may in its absolute discretion enforce all or any part of the security created by this Charge as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 and all or any of the powers and discretions conferred by this Charge.

**10. Miscellaneous**

- 10.1. If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.
- 10.2. No failure or delay by RM or any Receiver in exercising any right or remedy under this Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.
- 10.3. Save to the extent expressly provided to the contrary in this Charge, a third party (being any person other than the Chargor or RM and their permitted successors and assigns) may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any amendment, variation or termination of this Charge.

## 11. Notices

### 11.1. NOTICES

#### DELIVERY

Any notice or other communication given to a party under, or in connection with this Deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
  - (i) RM at the address specified next to its signature block to this Deed; and
  - (ii) the Chargor at the address specified next to its signature block to this Deed;

or to any other address as is notified in writing by one party to the others from time to time.

## 12. Definitions

12.1. In the interpretation of this Charge:-

**"Charged Assets"** has the meaning given to the term at Clause 2.1 (*Charge*) of this Charge;

**"Company"** means **BBK PROPERTIES (HAYES) LTD** (incorporated in England and Wales with registration number 12626427) whose registered office is at 926 Uxbridge Road Hayes UB4 0RW;

**"Event of Default"** has the meaning given to that term in the Facility Agreement.

**"Facility Agreement"** means the facility agreement dated on or around the date of this Charge between, amongst others, the Company as Borrower and RM as the Security Agent (defined therein);

**"Finance Party"** has the meaning given to that term in the Facility Agreement.

**"Nominee"** means a nominee company acting for RM, as notified by RM to the Chargor from time to time;

**"Original Shares"** means the shares described in the Schedule;

**"Receiver"** means an administrative receiver, receiver and manager or a receiver in each case appointed under this Charge;

**"Schedule"** means the schedule attached to this Charge;



**"Secured Liabilities"** means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to RM by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner);

**"Security Period"** means the period beginning on the date of this Charge and ending on the date on which the Security Agent is satisfied that:

- (a) the Secured Liabilities have been irrevocably and unconditionally satisfied in full; and
- (b) no Finance Party has any further obligations (actual, contingent, prospective or otherwise) under the Finance Documents; and

**"Shares"** means the Original Shares together with all other shares in the capital of the Company held from time to time by the Chargor.

12.2. References to:-

- 12.2.1. statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
  - 12.2.2. **"including"** shall not be construed as limiting the generality of the words preceding it;
  - 12.2.3. **"property"** shall include any interest (legal or equitable) in real or personal property and any thing in action;
  - 12.2.4. this Charge shall include the Schedule;
  - 12.2.5. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
  - 12.2.6. this Charge and to any provisions of it or to any other document referred to in this Charge shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
  - 12.2.7. any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
  - 12.2.8. any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect; and
  - 12.2.9. clause headings are for ease of reference only and are not to affect the interpretation of this Charge.
- 12.3. The parties intend that this Charge shall take effect as a deed.
- 12.4. The use of bold type shall be ignored in the construction of this Charge.

**13. Governing law**

This Charge will be governed by and construed according to English law.

**14. Jurisdiction**

The parties to this agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS** whereof this Charge has been executed by the Chargor as a deed and signed by RM and shall take effect on the day and year stated at the beginning of this document.

**THE SCHEDULE****THE ORIGINAL SHARES**

<b>Name of Company (Including Company Number)</b>	<b>Number of Shares</b>	<b>Class of Shares</b>	<b>Nominal value of Shares</b>
<b>BBK PROPERTIES (HAYES) LTD</b>	1	Ordinary	£1.00 each

EXECUTION



Signed as a deed on behalf of:

**BBK HOLDING LTD**  
acting by a director

In the presence of



Director

Witness' Signature:

Witness' Name:

Witness' Address:

  
*100A Ceny.*

**Address for notices:**

Address:

Email:

FAO:

E.D.C. LORD & CO  
SOLICITORS  
ONE THE SQUARE HEATHROW  
SOUTHALL LANE  
MIDDLESEX  
UB2 5NH  
TEL: 020 8848 9988  
DX 51750 HAYES 3

Signed as a deed on behalf of:

**REIM KATCH SECURITIES LIMITED**

Acting by a director

Signature.....

.....

In the presence of

Signature.....

.....

**Address for notices:**

Address: Zone G, Salamander Quay West, Park lane, Harefield UB9 6NZ

Email: priyesh@reimcapital.com

FAO: Priyesh Patel