



Registration of a Charge

Company name: **BEEBEE WRAPS LIMITED**

Company number: **11166030**



X81PDNIO

Received for Electronic Filing: **21/03/2019**

Details of Charge

Date of creation: **21/03/2019**

Charge code: **1116 6030 0001**

Persons entitled: **FOUNDATION EAST LIMITED**

Brief description: **DEBENTURE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **KATY FORD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11166030

Charge code: 1116 6030 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2019 and created by BEEBEE WRAPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st March 2019 .

Given at Companies House, Cardiff on 22nd March 2019

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

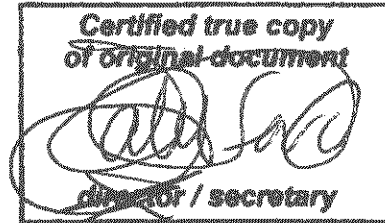


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Foundation East Limited

Debenture

Date: 21st March 2019



Definitions

Lender: Foundation East Limited of Coppice House, 5 Greenwood Court, Bury St Edmunds, IP32 7GY

Company: Company name: Bee Bee Wraps Ltd
Company number: 11166030
Registered Office: Unit 2 Ronald Rolph Court, Wadloes Road, Cambridge CB5 8PX

Company's Obligations: All monies and liabilities which are now or shall at any time be due owing or incurred by the Company's liabilities to the Lender of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Interest: Interest at the rate(s) charged to the Company by the Lender from time to time

Property: The whole and any part of the undertaking property and assets of the Company charged by Clause 1

Required Currency: The currency or currencies in which the Company's Obligations are expressed from time to time

Charge

1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Lender as continuing security:-

1.1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company

- 1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1
- 1.3 By way of fixed charge all the plant machinery and fixtures and fittings of the Company present and future
- 1.4 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business
- 1.5 By way of fixed charge all the goodwill and uncalled capital of the Company present and future
- 1.6 By way of fixed charge all stocks shares and other securities of the Company present and future
- 1.7 By way of fixed charge all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting the Property
- 1.8 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party
- 1.9 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them
- 1.10 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with any bank or financial institution or organisation
- 1.11 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed
- 1.12 By way of priority over the repayment of all director investment and or loans

Restrictions

- 2.1 The Company will not without the previous written consent of the Lender:-
 - 2.1.1 Create or permit to arise any mortgage charge or lien on the Property
 - 2.1.2 Dispose of the Property charged by Clauses 1.1 to 1.10 inclusive
 - 2.1.3 Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like
 - 2.1.4 Dispose of the Property charged by Clause 1.11 other than in the ordinary course of business
 - 2.1.5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it

Insurance

- 3.1 **The Company will keep comprehensively insured to the Lender's reasonable satisfaction all of the Property which is of an insurable nature for its full reinstatement cost and in default the Lender may enter and effect such insurance (without becoming liable to account as mortgagee in possession)**
- 3.2 **The Company will hold in trust for the Lender all money received under any insurance of the Property and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Company's Obligations**

Deeds Securities

- 4.1 **The Company will from time to time deposit with the Lender all insurance policies (or where the Lender agrees copies of them) deeds and documents of title relating to the Property**

Repair and Alteration

- 5.1 **The Company will keep the Property charged by Clauses 1.1 to 1.4 inclusive in good condition and in default the Lender may enter and effect repairs (without becoming liable to account as mortgagee in possession)**
- 5.2 **The Company will not without the prior written consent of the Lender make any alteration to the Property charged by Clauses 1.1 and 1.2 which would require Planning Permission or approval under any Building Regulations**

Notice of Crystallisation

- 6 **The Lender may by written notice to the Company convert the floating charge into a fixed charge as regards any of the Property specified in the notice**

Powers of the Lender

- 7.1 **The Lender may without restriction grant or accept surrenders of leases of the Company's freehold and leasehold property or any part of it**
- 7.2 **Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed**
- 7.3 **The Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration**
- 7.4 **All or any of the powers conferred on a Receiver by Clause 8 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment**
- 7.5 **The Lender will not be liable to account to the Company as mortgagee in possession for any money not actually received by the Lender**

- 7.6 **Section 93(1)** of the Law of Property Act 1925 shall not apply to this deed
- 7.7 In addition to any lien or right to which the Lender may be entitled by law the Lender may from time to time without notice and both before and after demand set off the whole or any part of the Company's Obligations against any deposit or credit balance on any account of the Company under the control of the Lender (whether or not that deposit or balance is due to the Company)
- 7.8 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Company under the control of the Lender that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Company before all the Company's Obligations have been discharged but the Lender may without prejudice to this deed permit the Company to make withdrawals from time to time
- 7.9 **The** Lender may exchange or convert to the Required Currency any currency held or received

Receivers

- 8.1 **Any** Receiver appointed by the Lender shall be a Receiver and Manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-
- 8.1.1 To take possession of and generally manage the Property and any business of the Company
- 8.1.2 To carry out on any freehold or leasehold property of the Company any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- 8.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
- 8.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land
- 8.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company
- 8.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 8.1.7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 8.1.8 To call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls
- 8.1.9 To employ advisers consultants managers agents workmen and others
- 8.1.10 To purchase or acquire materials tools equipment goods or supplies
- 8.1.11 To borrow any money and secure the payment of any money in priority to the Company's Obligations for the purpose of the exercise of any of his powers

8.1.12 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

8.2 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

Power of Attorney

9 The Company irrevocably appoints the Lender and any Receiver severally to be the Attorney of the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers

Appropriation

10.1 Subject to Clause 10.2 the Lender may appropriate all payments received for the account of the Company in reduction of any part of the Company's Obligations as the Lender decides

10.2 The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Company's Obligations outstanding at the time of receiving such notice

Preservation of other Security and Rights and Further Assurance

11.1 This deed is in addition to any other security present or future held by the Lender for the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender

11.2 The Company will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Property the Company's Obligations

Memorandum and Articles of Association

12 The Company certifies that this deed does not contravene the Company's Memorandum and Articles of Association

Notices

13.1 Any notice or demand by the Lender may be served personally on any director or the secretary of the Company or may be sent by post or fax or delivered to the Company at the Company's address last known to the Lender

- 13.2 A notice or demand by the Lender by post shall be deemed served on the day after posting
- 13.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending

Governing Law


- 14 This deed shall be governed by and construed in accordance with English law and the Company submits to the exclusive jurisdiction of the English courts.


Interpretation

- 15.1 The expressions "Company" and "Lender" where the context admits include their respective successors in title and assigns
- 15.2 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 15.3 References to the "Property" include any part of it
- 15.4 References to freehold and leasehold property include all covenants and rights affecting or concerning the same
- 15.5 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

Signed and Delivered as a deed by)
the Company acting by a director)
and its secretary or two directors)
or one director in the presence of a)
witness)

 KATHERINE AUSTIN
Director

 DAVID HOLLINGSBEE
Secretary/Director/Witness

For and on behalf of the Lender


Duly Authorised Representative