



**Registration of a Charge**

Company name: **BISHOP ARMSTRONG FINANCIAL PLANNING LTD**  
Company number: **07057896**

Received for Electronic Filing: **02/12/2020**



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**Details of Charge**

Date of creation: **02/12/2020**  
Charge code: **0705 7896 0001**  
Persons entitled: **ARES MANAGEMENT LIMITED**  
Brief description:

**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 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:

**YAGMUR YARAR**



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

Company number: 7057896

Charge code: 0705 7896 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2020 and created by BISHOP ARMSTRONG FINANCIAL PLANNING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2020 .

Given at Companies House, Cardiff on 3rd December 2020

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

**DATE** 2 December 2020

### PARTIES

- 1 **BISHOP ARMSTRONG FINANCIAL PLANNING LTD** (registered number 07057896) with its registered office at Prospero House 4a, Dormer Place, Leamington Spa, Warwickshire, CV32 5AE (the "**Additional Chargor**"); and
- 2 **ARES MANAGEMENT LIMITED** acting through its office at 10 New Burlington Street, 6th Floor, London W1S 3BE as agent and trustee for the Secured Parties (the "**Security Agent**").

### BACKGROUND

- A The Additional Chargor is a Subsidiary of IWP Advisory Holdings Limited ("**IWP Advisory**") which is a subsidiary of IWP Investments Ltd.
- B IWP Advisory has entered into a security agreement dated 6 November 2020 (the "**Security Agreement**") between the Chargors under and as defined in the Security Agreement and the Security Agent.
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

**IT IS AGREED** as follows:

#### 1 **Definitions and interpretation**

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

#### 2 **Accession and covenant to pay**

##### 2.1 With effect from the date of this deed the Additional Chargor:

- 2.1.1 will become a party to the Security Agreement as a Chargor; and
- 2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

##### 2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

##### 2.3 Neither the covenant to pay in clause 2.2 nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

### 3 **Grant of security**

#### 3.1 **Fixed security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed;
- 3.1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:
  - 3.1.2.1 Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to clause 3.1.1;
  - 3.1.2.2 Properties acquired by it after the date of this deed;
  - 3.1.2.3 Property Interests;
  - 3.1.2.4 Material Equipment;
  - 3.1.2.5 Securities;
  - 3.1.2.6 Intellectual Property;
  - 3.1.2.7 Debts;
  - 3.1.2.8 Accounts;
  - 3.1.2.9 Goodwill and Uncalled Capital; and
  - 3.1.2.10 right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1 - 3.1.4 inclusive.
- 3.1.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

#### 3.2 **Floating security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge:

- 3.2.1 all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1 – 3.1.4 (*Fixed security*) inclusive; and
- 3.2.2 all its assets situated in Scotland, whether or not such assets are validly and effectively charged or assigned (whether at law or in equity pursuant to clause 3.1 (*Fixed Security*)),

in each case, other than any Excluded Assets.

### 3.3 **Excluded Assets**

For the avoidance of doubt and notwithstanding in this deed to the contrary, nothing in this Deed shall require any Chargor to create any legal mortgage or fixed charge over, or to grant any security assignment in respect of, any Excluded Assets and the parties irrevocably and unconditionally agreed that any Excluded Assets shall not constitute Charged Assets for the purposes of this Deed.

### 3.4 **Leasehold security restrictions**

3.4.1 There shall be excluded from the Security created by this deed and by the Security Agreement, and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant condition or waiver has been excluded or obtained.

3.4.2 For each Excluded Property, the Additional Chargor undertakes to:

3.4.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions as soon as possible;

3.4.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and

3.4.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.

3.4.3 Immediately upon receipt of any consent or waiver referred to in clause 3.4.2, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3.1.1, clause 3.1.2.1, clause 3.1.2.2 or clause 3.1.2.3 (*Fixed security*) of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require.

## 4 **Land Registry restriction**

In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Security Agreement and/or pursuant to clause 7.2.2 (*Property acquisitions*) of the Security Agreement, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of Ares Management Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

## 5 **Miscellaneous**

With effect from the date of this deed:

5.1 the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);

5.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it).

6        **Governing law**

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7        **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

**In Witness** whereof this deed has been executed by the Additional Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

## **SCHEDULE 1**

### **Properties currently owned**

#### **Part 1 - Registered Land**

*Intentionally left blank*

#### **Part 2 - Unregistered Land**

*Intentionally left blank*



## SCHEDULE 2

### Accounts


#### Part 1

#### Designated Accounts

*Intentionally left blank*

#### Part 2

#### Trading Accounts

Chargor	Bank	Account name	Account number	Sort code
Bishop Armstrong Financial Planning Ltd	HSBC UK Bank Plc	Business Account		
Bishop Armstrong Financial Planning Ltd	HSBC UK Bank Plc	BMM Account		

EXECUTION PAGES

THE ADDITIONAL CHARGOR

EXECUTED AS A DEED

By: **BISHOP ARMSTRONG FINANCIAL PLANNING LTD**

\_\_\_\_\_  
[Redacted Signature]

Signature of Director

Neil Padget  
\_\_\_\_\_

Name of Director

in the presence of

\_\_\_\_\_  
[Redacted Signature]

Signature of witness

George Fountain

Name of witness

\_\_\_\_\_  
[Redacted Address]

Address of witness

Client Manager  
\_\_\_\_\_

Occupation of witness

THE SECURITY AGENT

**ARES MANAGEMENT LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

## EXECUTION PAGES

### THE ADDITIONAL CHARGOR

EXECUTED AS A DEED

By: **BISHOP ARMSTRONG FINANCIAL PLANNING LTD**

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

in the presence of

\_\_\_\_\_  
Signature of witness


\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Occupation of witness

### THE SECURITY AGENT

**ARES MANAGEMENT LIMITED**

By:   
Name: John Atherton  
Title: Authorised Signatory

Date: 2 December 2020