



Registration of a Charge

Company name: **HERITABLE TRUST INVESTMENT COMPANY LIMITED**

Company number: **01556792**



X387LNAY

Received for Electronic Filing: **19/05/2014**

Details of Charge

Date of creation: **30/04/2014**

Charge code: **0155 6792 0022**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **REBECCA KITCHENER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1556792

Charge code: 0155 6792 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2014 and created by HERITABLE TRUST INVESTMENT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2014 .

Given at Companies House, Cardiff on 19th May 2014

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 OF ADMISSION is made the 30TH day of APRIL 2014...

BETWEEN:

- (1) THE SEVERAL COMPANIES specified in Part I of the schedule hereto (the **"Existing Companies"**)
- (2) THE COMPANY specified in Part II of the schedule hereto (the **"Further Company"**)
- (3) LLOYDS BANK PLC (the **"Bank"**)

SUPPLEMENTAL to an omnibus guarantee and set-off agreement dated 21st October 2002 and made between the companies named in Part III of the schedule (1) and the Bank (2) as supplemented by deeds dated 6th September 2005, 22nd May 2006, 13th September 2010, 23rd October 2010 and 3rd December 2013 (the said omnibus guarantee and set-off agreement as so supplemented is hereinafter referred to as the **"Principal Deed"**)

NOW THIS DEED WITNESSETH as follows:

1. IN so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. THE PARTIES HERETO HEREBY AGREE that the Further Company shall be included within the expression "Companies" and "Principal" for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - (a) the Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand:
 - (i) all money and liabilities whether certain or contingent now or hereafter due, owing or incurred to the Bank by any one or more of the Existing Companies anywhere whether on any current or other account or otherwise in any manner whatsoever (except any money or liabilities due, owing or incurred by any such Existing Company as guarantor for the Further Company) whether alone or jointly with any other person, firm or corporation and in whatever style name or form and whether as principal or surety including:
 - (1) in the case of any liquidation or administration of any such Existing Company, all sums which would at any time have been due owing or incurred to the Bank by such Existing Company if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration; and
 - (2) in the event of the discontinuance by any means of the Guarantee in respect of any Existing Company all cheques drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of such Existing Company to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company; and
 - (ii) interest on all such money and liabilities to the date of payment; and
 - (iii) commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring

to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment,

PROVIDED THAT the liability of the Further Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- (b) each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand:
 - (i) all money and liabilities whether certain or contingent now or hereafter due owing or incurred to the Bank anywhere on any current or other account or in any manner whatsoever from or by the Further Company whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety including:
 - (1) in the case of the liquidation or administration of the Further Company all sums which would at any time have been due owing or incurred to the Bank by the Further Company if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration; and
 - (2) in the event of the discontinuance by any means of this Guarantee in respect of the Further Company all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Further Company on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of the Further Company to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Further Company;
 - (ii) interest on all such money and liabilities to the date of payment; and
 - (iii) commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed.

- (c) the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien or similar right (if any) to which the Bank as bankers may be entitled by law, the Bank may at any time and without notice to the Further Company the Existing Companies or any of them combine or consolidate all or any of the then existing accounts of the Further Company and the Existing Companies or any of them (including any accounts held in the Bank's name re the liabilities of the Further Company and the Existing Companies or any of them to the Bank) with all or any of the liabilities of the Further Company and the Existing Companies or any of them to the Bank (whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies

other than Sterling) and/or set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Further Company and the Existing Companies or any of them to the Bank on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies other than Sterling and such credit balance(s) shall be held by the Bank as security for all such liabilities.

3. ALL the covenants provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the moneys and liabilities thereby secured contained in clause 2 thereof, but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the set-off arrangements hereby constituted and the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed.

IN WITNESS whereof this deed has been signed or sealed by the Existing Companies and the Further Company and has been delivered upon its being dated in the case of the Existing Companies other than the Attorney for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 6th September 2005 appointing any two Directors or one Director and the Company Secretary for this purpose in accordance with section 74(4) of the Law of Property Act 1925 and all other powers thereto enabling it.

THE SCHEDULE

PART I - The Existing Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Laimond Properties Limited	1276414	97 Old Brompton Road, London, SW7 3LD.
Laimond Property Investment Company Limited	1474975	97 Old Brompton Road, London, SW7 3LD.
Heritable Trust Investment Company Limited	1556792	97 Old Brompton Road, London, SW7 3LD.
Heritable Trust Limited	3926190	97 Old Brompton Road, London, SW7 3LD.
Tomb Farm Estates Limited	2081795	97 Old Brompton Road, London, SW7 3LD.
Hartley-Ashley Investments Limited	1582556	97 Old Brompton Road, London, SW7 3LD.
Racton Properties Limited	07759342	97 Old Brompton Road, London, SW7 3LD.


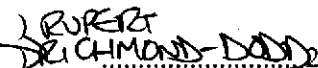
PART II - The Further Company

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Hartley Home Renovations Limited	08573078	97 Old Brompton Road, London, SW7 3LD.

PART III - Companies parties to the original Omnibus Guarantee and Set-off Agreement

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Laimond Properties Limited	1276414	97 Old Brompton Road, London, SW7 3LD.
Laimond Property Investment Company Limited	1474975	97 Old Brompton Road, London, SW7 3LD.
Allodium Investments Limited	1655125	97 Old Brompton Road, London, SW7 3LD.
Heritable Trust Investment Company Limited	1556792	97 Old Brompton Road, London, SW7 3LD.

SIGNED as a deed by
Hartley Home Renovations Limited
 acting by its Director

 1 
 and its Director/
 Secretary* Director


..... 1 2
 in the presence of Director/Secretary*


 Witness: 

Address: 97 Old Brompton Road,
 London, SW7 3UD

Occupation: DIRECTOR

SIGNED as a deed by
Laimond Properties Limited
 acting by its Director

 1
 and its Director/
 Secretary* Director

..... 1 2
 in the presence of Director/Secretary*


 Witness: 

Address: 97 Old Brompton Road,
 London, SW7 3UD

Occupation: DIRECTOR

SIGNED as a deed by the Existing
 Companies other than **Laimond**
Properties Limited acting by
Laimond Properties Limited
 their duly authorised attorney
 in the presence of

Witness:

Address:

Occupation:

acting by its
 Director 

..... 2
 Director

and by its

Director/Secretary* 
 2
 Director/Secretary*

- Notes
1. insert full names of the Director and Director/Secretary who are to sign.
 2. signatures should appear here.
 - * Delete as applicable.