

MR01

Particulars of a charge

Laserform

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A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

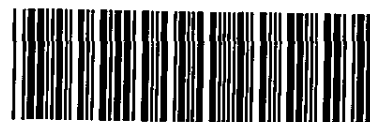
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MF

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record. **Do not send the original.**



LD5 24/04/2015 #101
COMPANIES HOUSE

1

Company details

Company number 0 1 7 1 2 0 6 7

Company name in full Gainhold Limited

For official use

65

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date d2 d2 m0 m4 y2 y0 y1 y5

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank PLC in its capacity as Security Agent
(as defined in the accompanying copy instrument)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

All present or future freehold or leasehold land including the land at 16 Powis Street, London SE18 6LF and having title number SGL241700 pursuant to clauses 2.2 and 2.3 of the accompanying copy instrument.

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Simmone & Simmone LLP*
(24/7/2015) RFB

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name James Voos (001226-01550)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode EC2Y 9SS

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 3123



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1712067

Charge code: 0171 2067 0065

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2015 and created by GAINHOLD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2015.

1) x

Given at Companies House, Cardiff on 30th April 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 22 April 2015

Barclays Bank PLC
as Security Agent

The persons listed in Schedule 1
as Chargors

SUPPLEMENTAL DEBENTURE

relating to a Debenture dated 30 March 2003 and
supplemental debentures dated 2 July 2009 and 1 November 2011

WE CERTIFY THAT THIS COPY
INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL INSTRUMENT.

Simmons & Simmons LLP

Signed (firm name)

ROFB
Initials of Signatory

24/4/2015
Dated (DD/MM/YY)

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DATED **22 April** 2015

PARTIES

- (1) Barclays Bank Plc (the "**Security Agent**")
- (2) **THE PERSONS** listed in Schedule 1 (*Chargors*) (together the "**Chargors**" and each a "**Chargor**")

BACKGROUND

- (A) This Deed is supplemental to a debenture ("**Principal Charge**") dated 30 March 2003 between (amongst others) the *Chargors* (1) and the Security Agent (2) and supplemental debentures dated 2 July 2009 and 1 November 2011 between (amongst others) the *Chargors* (1) and the Security Agent (2) ("**Supplemental Debenture** ")
- (B) Pursuant to the terms of the Amendment and Restatement Agreement the *Chargors* have agreed to charge the Additional Properties which they own to the Security Agent in the terms set out below

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

"**Additional Property**" means the property details of which are set out in Schedule 2 (*Additional Properties*) including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it

"**Amendment and Restatement Agreement**" means an amendment and restatement agreement dated on or about the date of this Deed and made between (amongst others) (1) Barclays Bank PLC (in various capacities) and (2) the *Chargors* pursuant to which the Facility Agreement will be amended and restated

"**Facility Agreement**" means a facility agreement originally dated 1 November 2011 made between amongst others the Barclays Bank PLC (in various capacities) and the *Chargors*) amended and restated on 14 November 2012 and as further amended and restated on or about the date of this Deed in accordance with the terms of the Amendment and Restatement Agreement

1.2 Construction

- 1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Agreement and the Principal Charge have the same meaning here

1 2 2 The construction provisions set out at Clause 1.2 (*Construction*) of the Facility Agreement shall apply equally to this Deed

1 2 3 The Chargors acknowledge that, for the avoidance of doubt

- (a) All references to the term "Facility Agreement" in the Principal Charge are references to the facility agreement entered into between the Chargors and Barclays Bank Plc (as original Lender, Arranger, Original Counterparty, Facility Agent and Security Agent), as amended, supplemented, replaced and/or restated from time to time, dated 1 November 2011 and which replaced the facility agreements entered into between the Chargors and the Barclays Bank Plc dated 16 March 1998 and 4 July 2008
- (b) All references to the term "Property" in the Principal Charge, other than the reference in Clause 3 1(a) of the Principal Charge, shall be deemed to include the Additional Property
- (c) All references to the term "Interests" in the Principal Charge means Barclays Bank Plc's interests under the Principal Charge, the Supplemental Debenture and this Deed
- (d) All references to the term "Securities" in the Principal Charge means Charged Assets

2 SECURITY

2 1 General

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Sums with full title guarantee

2 2 Mortgage

Each Chargor charges to the Security Agent by way of first legal mortgage the Additional Property vested in such Chargor and described under its name in Schedule 2 (*Additional Properties*)

2 3 Land

(A) Each Chargor charges

- (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Schedule 2 (*Additional Properties*), and
- (2) (to the extent that they are not the subject of a legal mortgage under clause 2 3(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property

(B) Each Chargor assigns absolutely to the Security Agent all of its rights and interests in and to each Lease Document (including all Rental Income and in

respect of any guarantee of Rental Income contained in or relating to any Lease Document)

- (C) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes
 - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it, and
 - (2) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2.4 Insurances

- (A) Each Chargor assigns absolutely to the Security Agent all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest
- (B) To the extent that they are not effectively assigned under clause 2.4(A), each Chargor charges by way of first fixed charge all its rights and amounts described in clause 2.4(A)(1)

3 CHARGOR COVENANTS

Each Chargor covenants with the Security Agent to perform and observe all its covenants and obligations expressed or implied in or by the terms of the Principal Charge as if they were set out here in full

4 INCORPORATION

All the terms, powers and provisions contained in the Principal Charge (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the Additional Property as if included in and mortgaged charged and/or assigned by the Principal Charge

5 ATTORNEY

Each Chargor irrevocably appoints the Security Agent and separately any Receiver its attorney for all the purposes set out in the Principal Charge

6 CONTINUATION OF SECURITY

The Chargors acknowledge that, save as expressly amended by this Deed, the Security Documents shall continue in full force and effect in respect of the Finance Documents

7 FACILITY AGREEMENT

The expression "Security Agreement" in the Facility Agreement shall in future include this Deed and any other charge supplemental to the "Security Agreement" securing the Secured Sums which may in future be granted pursuant to the terms of the Facility Agreement which shall be interpreted accordingly

8 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Additional Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

9 RIGHTS OF THIRD PARTIES

9 1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999

9 2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided

10 MISCELLANEOUS

10 1 With effect from the date of this Deed any reference in the Principal Charge and/or the Supplemental Debenture to this Deed and similar phrases will include this Deed and all references in the Principal Charge and Supplemental Debenture to Schedule 2 (or any part of it) will include a reference to schedule 2 to this Deed

11 LAW AND JURISDICTION

11 1 Governing Law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by English Law

This Deed has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

**Schedule 1
Chargors**

Chargor	Company number
Better Properties Limited	02150001
Gainhold Limited	01712067
Multistates Limited	01966565
Rimex Investments Limited	02127522

Schedule 2
Additional Properties

Chargor	Company Number	Additional Property	Title Number
Better Properties Limited	02150001	129-139 (odd inclusive) and 149 Station Road, Sidcup, DA 15 7AA	K26027
Better Properties Limited	02150001	21 Beresford Street, Moss Side, Manchester	GM319297
Gainhold Limited	01712067	16 Powis Street, London, SE18 6LF	SGL241700
Multistates Limited	01966565	43, 45, and, 47 High Street, Stourbridge, DY8 1DA	WM225885
Rimex Investments Limited	02127522	North West side of Five Ashes Road, Westminster Park	CH174812

EXECUTION COPY
(S and S)

EXECUTION PAGE

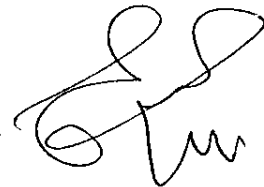
Chargors

Executed as a deed by **BETTER PROPERTIES LIMITED** acting by)

)

)


Director



In the presence of

Name of Witness **F. JOLIOT**

Address **4 FANNYBANK AV. LONDON SE24**

Signature of Witness 

Executed as a deed by **GAINHOLD LIMITED** acting by)

)

)


Director



In the presence of

Name of Witness **F. JOLIOT**

Address **4 FANNYBANK AV. LONDON SE24**

Signature of Witness 

Executed as a deed by **MULTISTATES LIMITED** acting by)

)

)

Director



In the presence of

Name of Witness **F. JOLIOT**

Address **4 FANNYBANK AV.**

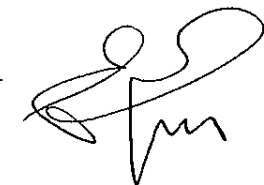
Signature of Witness **LONDON SE24** 

Executed as a deed by **RIMEX INVESTMENTS LIMITED** acting by)

)

)


Director



In the presence of

Name of Witness **F. JOLIOT**

Address **4 FANNYBANK AV. LONDON SE24**

Signature of Witness 

Security Agent

Executed as a deed by **Barclays Bank Plc**
acting by *N. Kazimirov* its duly authorised
attorney



In the presence of

Name of Witness *SIMON SHARP*

Barclays Bank PLC

1 Churchill Place

London E14 5HP

Occupation of Witness

Solicitor

Signature of Witness

