

MG01**Particulars of a mortgage or charge****A fee is payable with this form**

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



L13REICH

LD5

01/03/2012

#93

COMPANIES HOUSE

1 Company details

Company number 0 2 3 5 7 0 3 7

Company name in full Arrowsmith Properties Limited
(the "Company")

1 2 For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 2 d 9 m 0 m 2 y 2 y 0 y 1 y 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Omnibus Guarantee and Set-Off Agreement ("OGSA")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The aggregate of

(a) the Principals' Liabilities, and

(b) all other money and liabilities whether actual or contingent now or
at any time hereafter due, owing or incurred from or by the Company
under the OGSA (the "Secured Obligations")

(continued)

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Lloyds TSB Bank plc (the "Bank")	
Address	25 Gresham Street	
	London	
Postcode	E C 2 V 7 H N	
Name		
Address		
Postcode		
	Continuation page Please use a continuation page if you need to enter more details	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Company with full title guarantee charged its Credit Balances to the Bank to secure repayment of the Secured Obligations</p> <p>NOTE Clause 4 7 of the OGSA The Company agreed that it would not (without the prior written consent of the Bank) assign, mortgage, charge, secure or otherwise confer upon any third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing or allow and such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank)</p> <p>NOTE Clause 4 10 of the OGSA The Company would at any time and at the Company's cost if and when required by the Bank take all steps and do and execute all such acts, deeds, documents and things as the Bank may consider to be necessary or desirable to give effect to and procure the perfection of the rights intended to be granted by this agreement</p> <p>"Credit Balances" means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum</p>	
	Continuation page Please use a continuation page if you need to enter more details	

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>Nil</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Read Giff</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Kimberley Davies**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country **England**

DX **DX1066 City / DX18 London**

Telephone **+44 (0) 20 3116 3734**



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Principals' Liabilities" means</p> <p>(a) all money and liabilities whether actual or contingent (including further advances made after the date of the OGSA by the Bank) now or at any time due, owing or incurred from or by any one or more of the Principals to the Bank anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing)</p> <p>(i) in the case of the liquidation, administration or dissolution of any Principal, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and</p> <p>(ii) in the event of the discontinuance of the Guarantee in respect of any Principal, 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 Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal,</p> <p>(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and</p> <p>(c) commission and other banking charges and legal, administrative 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 preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due</p>	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2357037
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND
SET-OFF AGREEMENT DATED 29 FEBRUARY 2012 AND
CREATED BY ARROWSMITH PROPERTIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
PRINCIPALS OR THE COMPANY TO LLOYDS TSB BANK PLC ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 1 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES